

UNITED FIREFIGHTERS UNION OF AUSTRALIA – VICTORIAN BRANCH

Clause-by-Clause Comparison for UFU Members & CTA Workers – Draft FRV Corporate, Technical and Administrative Agreement 2026 against Current Agreements and the UFU Log of Claims negotiated in bargaining

Documents compared for UFU Members:

1. Draft **FRV** Corporate EA 2026, dated 18 June 2026 marked Without Prejudice – Subject to Government Approval and Subject to Final Agreement on an Overall Package) – 146 pages, 106 clauses, 6 schedules.
2. **Current** Fire Rescue Victoria (Former MFB) Corporate & Technical Employees Agreement 2017 (current instrument for former MFB corporate/technical staff).
3. **Current** Fire Rescue Victoria (Former CFA) Professional, Technical and Administrative Agreement 2016 (current instrument for former CFA PTA staff).
4. **UFU Log of Claims V27 (dated 17 May 2024)** – this is the Log of Claims proposed by UFU and worked on throughout bargaining.

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PART A — APPLICATION, OPERATION AND STRUCTURE					
CI 1 — Title	"Fire Rescue Victoria Corporate Technical and Administrative Agreement 2026." Marked "Without Prejudice – subject to Government approval and subject to final agreement on an overall package".	CI 1 – FRV (Former MFB) Corporate & Technical Employees Agreement 2017.	CI 1 – FRV (Former CFA) Professional, Technical and Administrative Agreement 2016.	Titled "...2022" – same consolidated structure as the draft.	One consolidated agreement replacing both legacy instruments.
CI 2 — Arrangement	106 clauses across Parts A–H plus 6 schedules	90 clauses + 5 schedules.	65 clauses + 4 schedules.	108 clauses across Parts A–H and 10 Schedules – the draft tracks the Log's arrangement almost clause-for-clause.	The document reflects the UFU's architecture in its Log of Claims. There are 108 clauses in the UFU claim, and 10 schedules.
CI 3 — Objectives	Merged objectives: harmonious relations, job security, family-friendly practices, diversity, IMS recognition, workplace representative recognition; initiatives progressed via Consultative Committee.	CI 3 – similar list (efficiency, job security, clarity, diversity).	CI 3 – PTA contribution, diversity commitments, JCC.	As per draft.	No substantive change; combines both current objective sets. Typo refers to UFU Log of Claims at 3.1.3 ("to the ensure community").
CI 4 — Period of operation	Commences on date specified in FWC approval decision; nominal expiry 31 December 2029; renegotiation to commence 9 months before expiry; FRV to initiate; remains in force until replaced.	CI 4/5 – commenced on FWC-specified date; nominal expiry 4 years from commencement (per undertaking); renegotiation 9 months prior.	CI 4 – in force 7 days after approval; nominally expired 28 Nov 2020; renegotiation 6 months prior.	Commences on date specified by FWC in Approval Decision; Nominal Expiry Date is 3 years; provides for renegotiation to commence 9 months before expiry.	Fixed-date expiry 31/12/2029 gives a term of roughly 3.5 years from mid-2026 approval. Renegotiation window is 9 months. The Log of Claims, which was agreed in bargaining, provided for a <u>3 year</u> agreement.
CI 5 — Application / coverage	Covers FRV and all employees under the classifications except those under the FRV Operational Employees Interim EA 2020 and	CI 6 – former MFB corporate & technical employees.	CI 5 – former CFA PTA employees; s.183 coverage listed	Covers FRV and all employees under the classifications except those under the FRV	Coverage consolidates both legacy workforces. Note: Professionals Australia and

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	the FRV/AMWU Mechanical Engineering Workshops EA 2020. Union coverage: UFU (Vic Branch) and ASU (s.183). Excludes executives on PAA contracts.		ASU, Professionals Australia, MEAA and UFU.	Operational Employees Interim EA 2020 and the FRV/AMWU Mechanical Engineering Workshops EA 2020. Union coverage: UFU (Vic Branch) and ASU (s.183). Excludes executives on PAA contracts.	MEAA (covered by the CFA PTA instrument) are not named in draft cl 5.2 – only UFU and ASU.
CI 6 — Relationship to parent award & NES	Comprehensive agreement; reads with and incorporates the MFB Administrative Officers, Professional Engineers and Support Staff Award 2000 (agreement prevails over inconsistency); no loss from award stripping; no statutory individual agreements to be offered; wholly replaces previous EAs; NES prevails where more beneficial.	CI 8 – same award-incorporation model.	CI 6 – comprehensive; leave provisions apply instead of NES except where NES more generous; no award incorporation.	Comprehensive agreement; reads with and incorporates the MFB Administrative Officers, Professional Engineers and Support Staff Award 2000 (agreement prevails over inconsistency); no loss from award stripping; no statutory individual agreements to be offered; wholly replaces previous EAs; NES prevails where more beneficial.	The MFB model (award incorporation + anti-stripping guarantee + AWA prohibition) is extended to former CFA staff and incorporated in this provision. Express general NES better-off override added (6.7), which is a new provision for MFB CTE Members.
CI 7 — No extra claims	Full and final settlement, subject to identified reserved matters; no extra claims by either party; expressly captures employer proposals for change that would be an employer extra claim.	CI 22 – no extra claims.	CI 7 – no further claims on salary or conditions.	As per draft (employer-claims capture).	The employer-side capture (cl 7.3) is a UFU-claimed protection now reflected in the draft.
CI 8 — Savings	No on-balance reduction of overall terms and conditions.	No equivalent clause.	CI 8 – identical wording.	Identical.	This was a UFU-led claim in bargaining to ensure that any operation of the Agreement did not result in balance in a reduction to terms and conditions of employment of employees.
CI 9 — Operation of the Agreement	Subject to the FW Act, Agreement prevails over terms also dealt with in State legislation.	CI 7 advises the Agreement operates subject to FW Act, OH&S Act and EO Act.	CI 9 – equivalent (without the FW Act override).	UFU-led claim to ensure the terms of the Agreement prevail to the extent of any inconsistency with state legislation (subject to Fair Work Act).	“Subject to the Fair Work Act 2009” rider added –; no substantive change.
CI 10 — Variation	Parties may jointly apply to FWC to vary or replace the Agreement where agreed special circumstances apply.	CI 9 – variation clause.	No equivalent clause.	As per draft.	New for former CFA staff; requires agreement of the parties – no unilateral variation pathway.
CI 11 — Definitions	Consolidated definitions. “Immediate family” expressly extended to step-relations and adoptive relations. “Shift” tied to cl 44.3.1.	Definitions sit within clause text.	CI 10 – definitions.	A number of new and expanded Definitions per UFU-led claim.	Broadened immediate-family definition flows through to carer's, compassionate and Family Violence leave. Cross-reference

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					in "Shift" definition points to a rest-break provision. FRV removed the following agreed definitions from V27: CBD CFA CFA Act CFA Regulations Government Guidelines Industrial Action Major fire / incident Most direct route National Training Wage Schedule Standard allowance FRV has removed some of these terms because FRV has removed clauses in the UFU's Log of Claims that reference some of these terms.
PART B — COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION					
CI 12 — Employee representation	Union rep accreditation on Branch Secretary notification; anti-victimisation protections; rep facilities and paid time; right of union officers to enter, inspect work/time-and-wages records and interview members (outside ss.481/484); delegates' rights (Steps 1–2 of disputes, paid time, access, distribution of material); overtime payable for functions outside ordinary hours.	CI 10 – substantively the same regime.	CI 11.4 only – workplace representative facilities, notice-boards, reasonable time, 5 days training leave. No accreditation regime, no entry/inspection rights, no delegate clause.	This clause provides for rights for employees to be represented by the Union and by union delegates.	Major expansion for former CFA staff: full MFB-style representation and delegates' rights clause, aligned with the s.350C workplace delegates' rights environment. Time-and-wages records access (12.10) is a notable inclusion. FRV's document does not include the UFU-led claim for an allowance to be paid to delegates and removes 'Union Delegates' from the heading.

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CI 13 — Consultative process	Defines consultation as full, meaningful, frank discussion before implementation. Standing Corporate & Technical Staff Consultative Committee: equal numbers, quorum 3+3, monthly meetings, papers 7 days prior, consensus where possible; no change proposals arising from the Agreement implemented without referral to the Committee (13.1.3.13); committees recommendatory.	CI 11 – Consultative Committee model.	CI 11.3 – JCC convened on request of a party; no standing monthly schedule; no mandatory-referral rule.	Defines consultation as full, meaningful, frank discussion before implementation. Standing Corporate & Technical Staff Consultative Committee: equal numbers, quorum 3+3, monthly meetings, papers 7 days prior, consensus where possible; no change proposals arising from the Agreement implemented without referral to the Committee (13.1.3.13); committees recommendatory.	Standing monthly committee plus the mandatory referral rule that appears in the MFB CTE Agreement (and V27 and the FRV document) is materially stronger than the CFA JCC. "Prior to implementation" definition preserves genuine pre-decision consultation, too.
CI 14 — Introduction of change	Consultation (cl 13) applies to restructures, new technology, changes to work practices or matters pertaining to the employment relationship likely to have significant effect; roster/ordinary-hours changes; plus direct consultation with affected employees, provision of all relevant information, and consideration of family/caring impacts.	CI 12 – equivalent.	CI 11.1/11.2 – FW Act model-clause style consultation with defined "significant effect" triggers.	Consultation (cl 14) applies to restructures, new technology, changes to work practices or matters pertaining to the employment relationship likely to have significant effect; roster/ordinary-hours changes; plus direct consultation with affected employees, provision of all relevant information, and consideration of family/caring impacts.	The documents (bar the CFA PTA Agreement) all reflect the same requirement for consultation and expressly extends consultation to "matters pertaining to the employment relationship" – a wider trigger than the CFA clause.
CII 15–19 — E-learning; ESS; environment; technological change; continuous improvement	Machinery clauses: e-learning subject to consultation; Employee Self Service; environmental working groups; cooperative technological change; continuous improvement not at the expense of safety.	CII 33, 34, 35, 13, 14 – identical provenance.	No equivalents.	Machinery clauses: e-learning subject to consultation; Employee Self Service; environmental working groups; cooperative technological change; continuous improvement not at the expense of safety.	Carried over from the MFB instrument per UFU's Log of Claims.
CI 20 — Conditions for employees participating in consultation	Paid as if working for all consultation/conciliation/hearing participation; off-duty attendance paid at double time or TOIL at election; travel time paid; union participation normally limited to 3 unless agreed.	CI 15 – equivalent.	No equivalent.	Paid as if working for all consultation/conciliation/hearing participation; off-duty attendance paid at double time or TOIL at election; travel time paid; union participation normally limited to 3 unless agreed.	New paid entitlement for former CFA employee representatives – double time for off-duty attendance is significant.
CI 21 — Grievance / dispute settlement	Applies to disputes under the Agreement, matters pertaining to the employment relationship, and the NES (Sch 6 classification determinations excepted – final). Steps 1–3 (supervisor, manager, Industrial Rep) within 10 days; Step 4 written to Director Workplace Relations, meeting	CI 16 – same model (status quo; union standing).	CI 12 – employee-driven 5-step process; status quo lapses if not escalated within 10 working days (12.6.2); conciliation then arbitration; appeal to Full Bench with leave.	UFU-led claim to mirror the CTE Agreement and insert 1 PTA provision to ensure no loss of conditions across both clauses.	The MFB status quo model – without the CFA lapse/expiry mechanism and extending through any appeal – is adopted. This is one of the strongest protections in the draft and mirrors the Operational

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	within 7 days; Step 5 FWC conciliation then arbitration with full powers. Status quo maintained until resolution, including through FWC; FWC decision appealable and dispute not resolved until appeal determined; union has standing to notify.				Agreement approach. Sch 6 carve-out makes classification committee outcomes final.
CI 22 — Work organisation	Reasonable directions within skill, competence and training; no de-skilling.	CI 17 – identical.	CI 14.1.3–14.1.4 – equivalent.	Identical.	No change.
CI 23 — Consultation Officer	Independent, jointly agreed Consultation Officer; disputes about consultation may be notified before FWC referral; convenes Commissioner/Union Secretary meeting within 7 days; consensus resolution or referral to FWC.	CI 18 – equivalent.	No equivalent.	Independent, jointly agreed Consultation Officer; disputes about consultation may be notified before FWC referral; convenes Commissioner/Union Secretary meeting within 7 days; consensus resolution or referral to FWC.	New structural safeguard for former CFA staff on consultation disputes, not previously in CFA PTA Agreement.
CI 24 — Health and Safety Representatives	Comprehensive HSR clause: s.58 OHS Act functions, DWG representation, inspections, PIN issuing (after consultation), cessation-of-work direction (s.74), paid time and overtime for functions, facilities and equipment, election rules (3-yearly where the HSR is a UFU member), 5 days paid initial training leave.	CI 28 – equivalent.	CI 13 – five days initial HSR training leave only.	Comprehensive HSR clause: s.58 OHS Act functions, DWG representation, inspections, PIN issuing (after consultation), cessation-of-work direction (s.74), paid time and overtime for functions, facilities and equipment, election rules (3-yearly where the HSR is a UFU member), 5 days paid initial training leave. As per draft. (Log also claimed an HSR allowance – not in draft.)	Substantial expansion for former CFA staff. Note: The UFU's Log of Claims claimed HSR allowance and Union Delegates allowances, which do not appear in the FRV Document .
CI 25 — Change re alignment / Fairer Victoria / Bushfire Royal Commission	Consultation process applies to agreed change matters (realignment, 2009 VBRC, Fairer Victoria regions); parties may add agreed change matters in writing.	CI 19 – identical provenance.	No equivalent.	As per draft.	Legacy MFB clause carried forward. Heading is truncated. FRV's version has made a typo in the heading (it does not say BUSHFIRE ROYAL COMMISSION).
CI 26 — Employee activities	Anti-victimisation protections for union membership, activities, candidature, evidence-giving.	CI 20 – identical.	No standalone equivalent.	Anti-victimisation protections for union membership, activities, candidature, evidence-giving.	Duplicates much of cl 12.5–12.6.
CI 27 — FRV policies	Policies referenced in the Agreement (or required to be developed) may only be varied by agreement; other changes to policies affecting conditions are subject to consultation; policy invalid to extent of inconsistency with the Agreement.	CI 21 – identical.	CI 6.3 – policy does not form part of the Agreement; Agreement prevails on conflict.	Policies referenced in the Agreement (or required to be developed) may only be varied by agreement; other changes to policies affecting conditions are subject to consultation; policy	UFU's Log of Claims is a significant upgrade for former CFA staff and reflects the MFB CTE entitlement.

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				invalid to extent of inconsistency with the Agreement.	
PART C — CONDITIONS OF EMPLOYMENT AND RELATED MATTERS					
CI 28 — Right to disconnect	Reflects s.333M FW Act; FRV must not prevent exercise of the right; carve-outs where the employee is paid standby/availability allowances (contact to notify of work) and for recall notification.	No equivalent (pre-dates 2024 amendments).	No equivalent.	Not in UFU's Log of Claims (UFU's Log of Claim pre-dates s.333M).	New in FRV's Document: This is a brand new clause and has not been negotiated in substance or in application. The carve-outs are confined to notification while on paid standby/availability – appropriately narrow. Reflects statutory rights, further negotiation regarding implementation should occur.
CI 29 — Job security	Commitment to in-house work and maintaining staffing levels; temporary labour not to erode job security, wages, conditions or career prospects; consultation on workforce composition changes; quarterly reporting on workforce composition to employees and representatives; best endeavours against targeted redundancies; termination an option of last resort; redeployment/transfer priority; escalation to Union Secretary/Commissioner consultation.	CI 23 – substantively similar commitment.	No equivalent (only cl 14.4.2: fixed term not to undermine job security).	CI 28 in UFU's Log of Claims.	One of the most important new clauses for former CFA staff. Quarterly workforce-composition reporting creates an enforceable transparency obligation.
CI 30 — Employment categories	FT (38 hrs), regular PT (pro rata, agreed written pattern, 3-hour minimum payment per attendance), fixed term (confined purposes; 3-year maximum with limited exceptions; mandatory conversion-to-ongoing offer regime with 21 days' written notice, reasonable-business-grounds exception and employee-initiated request), casual (ad hoc/irregular only; not to displace permanent work; 25% loading Mon–Fri; weekend/PH penalties per cl 46; 4-hour minimum engagement; paid at end of engagement unless agreed weekly/fortnightly). External contractors must be engaged at no less than Agreement-equivalent classification, pay and allowances (30.2.2); contractors not to perform permanent roles other than by agreement.	CI 24 – similar categories; conversion regime less developed.	CI 14 – FT/PT/fixed term (max 3 yrs; confined purposes)/casual (25% loading; 3-hour minimum); contract employees receive Agreement terms (14.1.6).	As per draft.	Key movements vs CFA: casual minimum engagement rises 3→4 hours; statutory-style fixed-term conversion rights added; contractor rate-parity obligation (30.2.2) is a strong anti- undercutting term; casual exclusion list updated (note casuals excluded from the Termination of Employment clause – 30.6.8.11 – check intent). New in FRV's Document: FRV has changed the word “minimum” to the word “maximum” in the context of an employee term for a Fixed Term Employee.

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					The current CTE Agreement provided for Fixed Term Employment for a “specified task for a specified period”. The UFU's Log of Claims (previously agreed with FRV) was for a specified task funded for a specified period for a minimum of 3 years with the option to extend (FRV and UFU will consider through consultation a pool of permanent fulltime employees to undertake specified tasks). FRV's document has a unilateral change / restriction. In particular, tenure is restricted to a maximum 3 years with 1 extension possible.
CI 31 — Career paths and opportunities	Career opportunities policy to be developed via consultation; annual career development plans for all employees; secondment process with CFA/VPS to be consulted (including s.25C presumptive rights interaction); classification structures maintained for life of Agreement, no new classifications except by agreement; disputed internal appointments/promotions to Step 4 within 5 days, FWC notice if unresolved.	CI 25 – equivalent.	CI 18 – general career development commitment only.	CI 30 – Career Paths and Opportunities. UFU-led claim.	Promotion-dispute jurisdiction (31.5) is new for former CFA staff, with tight timelines. Secondment clause preserves also Section 25C of the Reform Act (re Secondment to CFA).
CI 32 — Classification structure	Structure per Sch 1/Sch 3; classification disputes to the Sch 6 Classification Committee; FRV acknowledges Fire Safety Engineers, Building Surveyors and Risk Engineers consider themselves misclassified and will review those classifications within 6 months, with Classification Committee and FWC arbitration access if unresolved.	CI 26 + Sch 1/Sch 5.	Sch 3 descriptors; CPAC appeal mechanism (cl 30.6).	UFU-led claim that predominately mirrors the MFB CTE Agreement but also put forward wording re: Fire Safety Engineers, Building Surveyor and Risk Engineers.	The 6-month Fire Safety Engineer / Building Surveyor / Risk Engineer classification review with an arbitration backstop is a significant, time-boxed commitment – diarise the deadline from commencement. FRV's Document: FRV has removed the previously agreed wording re “comparing and considering alignment with VPS classification structure within 12 months”. The previously agreed clause provided for the Consultative Committee to complete the work – therefore

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					there would have been UFU oversight over any alignment. FRV's proposal is an employer-led alignment – we and you have no say over it.
CI 33 — Health and fitness monitoring	Voluntary programs; sport voucher; fit-for-work presentation obligation; capacity assessment by agreed practitioner without loss of pay; safeguards – no victimisation, no mandatory drug/alcohol testing without prior consultation and agreement; gym access in own time; medical appointment attendance requests not unreasonably withheld (personal leave/unpaid).	CI 27 – equivalent.	No equivalent.	Clause 32.	The drug-and-alcohol-testing consent safeguard (33.6.3) is an important protection extended to all staff. FRV's Document removes a UFU Claim previously agreed in bargaining. That is, FRV removed reference to providing membership reimbursement if a gym is unavailable at an employee's work place / an requirement to negotiate a reduced rate memberships for members. FRV has not provided any rationale as to why it has deleted an employee benefit that was previously advanced by the UFU and agreed in bargaining.
CI 34 — Probation	3 months (or reasonable period for fixed term); one 3-month extension; counselling with written record; no probation on re-engagement within 3 months; union access to inductions for all FRV employees (34.5).	No standalone probation clause.	CI 15 – same core provisions.	Clause 33.	CFA PTA clause adopted inclusive of union induction access (34.5).
CI 35 — Individual Flexibility Arrangement	IFA confined to: when work is performed; taking annual leave days; taking RDOs. BOOT, writing, termination on 28 days' notice; de-identified summary to unions (35.4).	CI 61 – same confined scope.	CI 16 – IFA scope covered when work performed, overtime rates, penalty rates and allowances.	Clause 34. UFU's Log of Claims advanced additional protections.	Protective narrowing for former CFA staff: overtime, penalty rates and allowances are removed from IFA scope, closing off individual bargaining over penalties. Union notification of IFAs added.
CI 36 — Flexible working arrangements	s.65-style requests; circumstances now include pregnancy; 21-day written response; refusal only on reasonable business grounds with written reasons; current FRV flexible work policy alterable only by agreement (36.7).	CI 63 – parents-focused.	CI 17 – equivalent (without pregnancy or the policy-lock).	Clause 35.	Pregnancy added as qualifying circumstance (to reflect section 65 of the Fair Work Act); maintains existing policy to change only by agreement.
CI 37 — Flexible arrangement of hours	Ordinary hours may be worked flexibly by agreement; employee requests not unreasonably refused.	CI 62 – identical.	No direct equivalent.	36.	New general flexibility right for former CFA staff.

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CI 38 — Redeployment and redundancy	Redeployment: consultation per Victorian Government policy; 3 months redeployment action; suitable vacancy definition; 6 months salary maintenance on redeployment to lower position. Redundancy: consultation obligations before decisions (information in writing; reasons, numbers, categories, timing); alternatives explored; VPS policy applies; redundancy pay never less than NES (38.11).	CI 88 – redundancy; consultation model similar.	CI 19 – redeployment provisions substantially identical (3 months; 6 months salary maintenance).	Clause 37. UFU Log of Claims led changes to the Redeployment and Redundancy provisions.	CFA redeployment terms preserved; MFB-style redundancy consultation added; express NES floor added. Note 38.6 records that agreement is not required to proceed after consultation. FRV's Document removed a UFU Claim for the parties to review the redeployment and redundancy entitlements applicable to CTA Employees.
CI 39 — Transmission of business	Service continuity deemed unbroken on transmission; prior service counts.	CI 90 – identical.	No equivalent.	Clause 38.	Provisions maintained per MFB CTE Agreement.
CII 40–41 — Managing work performance	Applies to all except casuals/probationers; records destroyed on request after 2 years clean (40.5); staged process – pre-process discussion and organisational-factor consideration, informal counselling, formal counselling, formal written warning, final warning, each with response rights, improvement periods, and file notifications on satisfactory completion; outcomes limited to reassignment to lower classification (which the employee may decline, at risk of termination) or termination; disputes arbitrable when records placed on file or process not complied with.	CII 84–85 – same staged model.	CI 22 – three-stage UWP process (counselling, warning, final warning) with referral to misconduct clause.	Clause 39 – Counselling, Managing Work Performance and Discipline Clause 40 – Managing Work Performance	More granular process than CFA cl 22, with stronger completion/notification rights and the record-destruction right (40.5).
CI 42 — Management of misconduct	Misconduct defined (PAA contraventions, Code of Conduct, improper conduct, lawful-direction breaches, improper use of position/information, serious misconduct); directions available include alternative duties, no-contact directions (with peer-support/witness carve-out), suspension with pay only, reviewed at 4 weeks and 4-weekly thereafter; written allegations; impartial investigator; findings; response rights; outcomes range from no action to termination, including demotion or transfer (declinable, at risk of termination); complainant informed; disputes arbitrable on file records or non-compliance.	CI 86 – same model.	CI 21 – three-stage investigation model; suspension with pay; discipline outcomes narrower (no transfer option).	Clause 41.	Suspension must be with pay and is subject to mandatory 4-weekly review – stronger than CFA. Outcomes list adds transfer (with relocation allowance preserved). Cross-reference error at 42.3.1 (“pursuant to this clause 41” should read 42 in FRV's Document).
CI 43 — Termination of employment	No termination unless cii 41/42 complied with, the employee and (unless declined) the union notified, and any notified dispute about	CI 87 – same model.	CI 23 – notice table and job search only; no procedural preconditions.	Clause 42.	Major protection in current documents vs CFA PTA Agreement: termination is

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	the termination resolved first (serious misconduct excepted; disputes about whether conduct is serious misconduct go to the DSP); status quo not to unreasonably delay decisions; NES notice table + 1 week over-45; payment in lieu; employee notice equal (no age loading) with withholding for short notice; trainee service counted; 1 day paid job search.				conditioned on process compliance, union notification and prior resolution of any dispute – effectively a stay on dismissal (other than for serious misconduct).
PART D — HOURS OF WORK AND RELATED MATTERS					
CI 44 — Hours of work / RDOs	38 hours/week between 7.30am and 6.00pm over a 5-day week in a 7-day cycle; 30-min unpaid lunch between 12–2; two paid 10-minute tea breaks; variable start/finish by negotiation; maximum 10 consecutive ordinary hours; 10-hour rest break; unpaid 30-min meal break per 5 consecutive hours. RDOs: 19-day month by election; alternative 18-day month (9-day fortnight) on employee request, response within 2 months, not unreasonably withheld, subject to review and opt-out; RDOs taken within 6 months or paid out; FRV cannot require an RDO arrangement; existing arrangements preserved.	CI 56 – identical span and RDO regime.	CI 24 – 38 hours averaged over 4 weeks between 8.00am and 8.00pm Mon–Fri; FRV may require ordinary hours outside the span; no RDOs; no paid tea breaks.	Clause 43.	Adopts MFB CTE regime per UFU Log of Claims. Note cross-references at 44.1.3 cite “43.1.1.2/43.1.2.2” – drafting error.
CI 45 — Overtime, call back and standby	Overtime: double time flat Mon–Fri; double time Sat and Sun (4-hour minimum); 2.5x public holidays (4-hour minimum, inclusive of ordinary pay); each day stands alone; refusal rights include less-than-24-hours' notice; 20-min paid rest breaks each 4 hours of OT; 10-hour rest after OT with no pay deduction, double time until break taken if resumed early; 18-consecutive-hour cap (incl. travel); taxi home at FRV cost when finishing after 6pm. Emergency call back / call back: 4 hours minimum at double time (3 hours if on standby); early completion released. Standby: Technical Officers/Workshop Supervisors – half normal hourly rate per hour; all others – \$500.00/week (not indexed, not all-purpose, not paid for absences over 5 days); reasonable-proportion-of-year rostering cap. TOIL: hour-for-hour by written agreement; take within 6 months; paid out on request or termination at the overtime rate applicable when worked.	CI 57 – 1.5x first 2 hrs then 2x Mon–Sat (Sat 4-hr min); 2x Sun; 2.5x PH; standby \$450.82/wk (excl. Technical Officers).	CI 26 – 1.5x first 3 hrs then 2x Mon–Sat; 2x Sun; 2.5x PH; OT payable when >38 hrs averaged over 4 weeks or >44 hrs in a single week; 3-hour call-out minimum; TIL accrues at OT-equivalent rate, capped at 38 hrs/28 days; availability allowance 4.5% (cl 37, non-IMS).	Clause 44. The UFU's Log of Claims led a claim for double for all OT and standby rates to increase. These were agreed in bargaining.	Gain in UFU Log of Claims in bargaining: Flat double time for all overtime – a substantial uplift on both current instruments (CFA: 1.5x first 3 hrs; MFB: 1.5x first 2 hrs). Standby rises to \$500/wk. Note: Cross-references at 45.10.4 (“45.11/45.12”) are wrong – drafting error. FRV's Document includes a proposed change from the previously agreed wording, specifically: parameters around TOIL which were not agreed. In particular, accrued TOIL is required to be used within 6 months.

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CI 46 — Shift work	Afternoon/night shift Mon–Fri: 25%; continuous night shift over 4 weeks: 30%; agreed continuous night (in lieu of rotating): 15%; Saturday 50%; Sunday 100%; public holiday 150% (or 50% plus a day in lieu at election); day in lieu where rostered off or on leave on a PH; additional annual leave – fifth week for 10+ Sundays, 1/10 week per Sunday otherwise, or 26+ weeks of shift work.	CI 58 – equivalent (incl. 30% continuous night).	CI 27 – same core penalties; no 30% continuous-night rate; additional leave equivalent (27.4).	Clause 45, maintains MFB CTE entitlement.	30% continuous-night-shift loading is new for former CFA staff. Otherwise penalties align.
CI 47 — Incident Management Support	Support roles only; not in substitution for operational staff. Excluded roles broadened: IC/Deputy IC; the entire Operations function; Safety Officer; Intelligence Officer/Deputy and Modelling & Predictions and Technical Advice (except where related to substantive role); the entire Investigation function; Planning Officer/Deputy and the Plans role. AIIMS manual fixed at the 2017 AFAC edition. Availability allowance 5% all-purpose; standby allowance per Sch 1; Band allowances – Band 1 \$2,215, Band 2 \$3,278, Band 3 \$4,681 p.a., annual eligibility review; span 0700–1900 Mon–Fri; 14-hour daily cap; 10-hour rest breaks (8 in critical emergencies with double-time consequence); 14 of 21 days availability cap; overtime per cl 45 (double time); paid meal breaks; travel time counted; away-deployment rest rules; Sch 2 reimbursements.	CI 60 – similar IMS framework.	CI 28 – same structure; exclusions narrower (IC, Deputy IC, Ops Officer, Deputy Ops; Planning Officer subject to consultation); grandfathering for employees qualified as at 28/11/2016 (28.1.1(e)); bespoke IMS overtime rates incl. 1.75x stand-alone night shift.	Clause 46. UFU's Log of Claims made changes to reflect IMS in the FRV environment.	Roles & Exclusions significantly broadened from CFA PTA Agreement. Note: Sub-numbering within 47.1.2.3 mislabelled “46.1.2.3.x” – drafting error.
CI 48 — Transition to retirement	Voluntary/mutual; eligibility 56+ (or agreed), 5 years' service, retiring within 2 years; options (reduced hours, job share, project work, leave patterns); written process with detailed refusal reasons; disputes to cl 21; opt-out protections; financial planning advice reimbursement up to \$1,000; Transfer of Organisational Memory – final 5 months worked part-time (0.8 FTE for 3 months, then 0.6 FTE) while paid at the full-time rate and conditions (48.7).	CI 89 – TTR framework; no organisational-memory payment.	CI 29 – request-based flexible arrangements only; no paid benefit.	As per draft (Log cl 47; part referred to Cmr Wilson under s.240).	UFU's Log of Claims pursued the 0.8/0.6 FTE on full pay benefit (cl 48.7/ cl 47.9) is a major new paid entitlement, effectively up to ~1 month's additional paid value. The Parties were previously in disagreement over this UFU Claim, and later agreed. The \$1,000 financial-advice reimbursement is new for CFA PTA Members and maintained for MFB CTE Members.
PART E — REMUNERATION AND RELATED MATTERS					
CI 49 — Wages	Commencement lump sum \$8,000 (all non-casuals employed at commencement, incl.	CI 36/37 – per EBA.	CI 30 + Sch 1 – per EBA.	Log of Claims at Clause 48: \$3,500 commencement +	In FRV's document: FRV's Wages Policy offer falls well short

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	those in first 52 weeks of parental leave; no express pro-rata for part-time). Increases: 3% FFPPOA 1/1/2026 (paid from first pay period after commencement) plus a 3% structural uplift paid with it; 3% FFPPOA 1/1/2027; specified dollar-amount increases FFPPOA 1/1/2028 (Sch 1 column 5); 3% FFPPOA 1/1/2029. All payments superable. Overtime/penalties/allowances paid within 3 weeks of claim; weekly or fortnightly EFT; electronic payslips.			\$3,500 recognition; wage table 12.1% (Oct 2022) then 3.1/2.6/2.0/1.6/3.0/1.5% – roughly 26% claimed; performance lump sum 10% with 2% superable. NOTE: The UFU's Log of Claim deal with October 2022 – 2025 only.	of the monies FRV has received for the purposes of Wage Increases and will receive moving forward. Many members presently receiving 'Top of Band' payments will no longer receive this payment under FRV's unilateral alignment model. Under FRV's proposal, not every member will receive an equal pay increase. The UFU's proposal ensures that all employees receive the same pay increase – this is equitable and fair.
CI 50 — Salary packaging	Superannuation, novated leases and other lawful ATO-consistent arrangements; costs met by employee; termination payments based on Superable Salary. Excludes casuals and employees on Fixed Term Agreements.	CI 39 – equivalent.	CI 31 – access per Government guidelines; no fixed-term exclusion.	Clause 50.	
CI 51 — Superannuation	ESSS default; DB memberships maintained; DB salary-sacrifice contributions; joint committee within 6 months to pursue ESSS improvements; contributions calculated on OTE before salary-packaging deductions; employer contribution lifted to 12% from commencement.	CI 38 – ESSS default; SG-linked.	CI 32 – equivalent.	Clause 51 of UFU's Log of Claim maintains the ES Defined Benefit for those who have it and the Committee process in the current MFB CTE Agreement. The UFU also made a claim for superannuation contribution rate of 12.5% from commencement or 1/1/2023.	Superannuation Guarantee is already 12% from 1 July 2025. The OTE-pre-packaging calculation rule (51.5) is a genuine protection. ESSS committee process is provided for. FRV's Document does not adopt the UFU's Claim for an additional 0.5 percent paid to super from 1 January 2023. We note that AMWU Workshops Agreement provides for a higher superannuation contribution (12.5%).
CI 52 — Supported wage	Per Schedule 5.	CI 43 / Sch 4.	CI 33.2.	Clause 52.	No change.
CI 53 — Accident make-up pay	Up to 104 weeks' make-up pay (difference between ordinary pay and WorkCover) under the WIRC Act 2013, without reducing sick leave; discretionary extension after consultation; casual calculation rules.	CI 40 – 52 weeks (extendable at discretion).	CI 34 – 52 weeks / 261 days (Accident Compensation Act reference).	UFU Claim at Clause 53 for 104 weeks of make up pay (parity with Operations).	UFU's Claim succeeded in doubling of make-up pay to 104 weeks – one of the most valuable improvements in the EBA; statutory references modernised.

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CI 54 — Journey accident cover	Journey accident insurance maintaining pre-injury average weekly earnings for up to 52 weeks and meeting all medical expenses; covers first week of TAC journey claims; FRV meets comprehensive-insurance excess for vehicle damage on approved work use including commuting; incidental claims to Consultative Committee; wide vehicle definition (incl. motorcycle, bicycle).	CI 41 – 52 weeks earnings maintenance only.	CI 35 – 95% of pre-injury salary capped at \$1,200/week for up to 104 weeks.	UFU's Log of Claims at Clause 54 improved on Journey Accident Clause for MFB CTE Members.	UFU's Log of Claims at Clause 54 improved on Journey Accident Clause for MFB CTE Members.
CII 55–56 — Petty cash; Work from home	Petty cash for unforeseen out-of-pocket expenses; WFH cannot be required – only by agreement with union(s) and the individual employee.	CII 42, 44 – identical.	No equivalents.	Clause 55 – Petty Cash Clause 56 – Work From Home (New clause from UFU's Log of Claims).	UFU's Log of Claims maintains the MFB CTE's Petty Cash Clause and successfully achieved a new Work from Home clause (being that the employer cannot REQUIRE an employee to work from home).

PART F — ALLOWANCES AND REIMBURSEMENTS

CI 57 / Sch 2 — Accommodation & personal expenses	Uniform state-wide rates, indexed 3%/yr: breakfast \$32.10, lunch \$42.62, dinner \$61.50, bed \$247.94, incidentals \$30.43 (current); timing rules; receipted excess reimbursed; part-day absence meals where directed >24 km from usual location; advance allowances.	CI 47 + schedule – CTE rates (the draft adopts several “[CTE]” figures).	CI 36 + Sch 2 – location-banded rates, e.g. bed \$173 (CBD) down to \$110 (other country); breakfast \$26.45; ATO-linked.	Clause 57. Amounts not negotiated with FRV.	UFU's Log of Claims adopted MFB CTE clauses, Substantial uplift for former CFA staff. FRV's Document reflects 3% increase per year only. That is, it does not reflect the 'wage increase' (i.e. 6% in year 1). It is inconsistent with the wage increase. Note: The figures are also below the current ATO rates. The amounts were not negotiated.
CII 58–59 — Relocation / change of workplace	Temporary relocation: no relocation before consultation on facilities/amenities; allowance by agreement, default \$3.50/day; additional travel time counts as time worked. Permanent: consultation from proposal to occupation; disturbance allowance \$1,340 for first 30 min / 30 km additional daily travel, \$1,192 each further block (indexed); no allowance where additional distance ≤10 km (Eastern Hill moves from Burnley/Thornbury excepted from the exception); car-parking reimbursement up to \$350 over first 3 months where free parking is lost; no allowance for	CII 30–31 – same model and quanta.	CI 38 – once-only allowance \$1,426.85 (2019 rate) per 30-min/30-km block; 20 km-each-way exclusion threshold; 2 weeks' notice.	Clause 58 – Relocation in relation to current realignment processes – Existing MFB CTE Clause. Clause 59 – Relocation / Change of Workplace Allowance	Provisions are new for Former CFA PTA Staff, existing clause for MFB CTE staff.

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	employee-initiated moves; costs not to delay relocations.				
CII 60–61 — Email access; surveillance monitoring	Email access in and outside hours; secure email; payslips by email. No CCTV or similar surveillance in/near work locations or vehicles without agreement of affected employees and the parties; GPS on appliances for operational response; agreed protocols and Privacy Act handling.	CII 32, 29 (part) – equivalent provenance.	No equivalents.	Clause 60 in UFU's Log of Claims. Clause 61 in UFU's Log of Claims.	The UFU's Log of Claims reflected the MFB CTE Agreement and agreed with FRV the addition of payslips being provided via email. The UFU also negotiated, and agreed with FRV, additional protections regarding Surveillance Monitoring. FRV's Document removes the UFU's Claim under Clause 60 to remove the employer's monitoring of employee's emails. The UFU maintains this claim. FRV's Document also removes the UFU's claim to restrict surveillance monitoring from use in disciplinary matters. The UFU maintains this claim.
CI 62 — Workplace allowances	First aid allowance (Sch 1; superable "for all purposes") – certified and rostered; NEW forklift allowance \$15/week where the position requires a High Risk Work Licence; emergency/fire warden allowance (superable), AS 3475-2010 training; single payment even if multiple roles.	CI 48 – first aid.	CI 39 – first aid and emergency warden allowances (\$18.86 at 2019), not expressed as all-purpose.	Clause 62	There are a number of benefits negotiated by the UFU in the UFU's Log of Claims, including: - Forklift allowance is new - First aid/warden allowances become all-purpose (flow to super and leave). FRV's Document has removed the UFU's Claim for a harmonisation payment to reflect work performed in relation to the reform. Further claimed allowances during bargaining include: - Covid - Cyber Attack - Cost of living

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CI 63 — Higher duties allowance	Trigger reduced to 2 working days or more; payment the greater of the difference to the higher position's entry paypoint or up to 10% of base; partial higher duties (proportionate, FRV6+ only, agreed in advance); incremental progression as if ongoing for significant periods; commencement at attained increment on permanent appointment; HD paid on leave (continuous pre/post), on overtime and standby while in the role; workload protections and backfill; induction-support tail of no less than 3 weeks when another appointee starts.	CI 51 – trigger 4 consecutive days or 30.4-hour aggregate; same payment formula.	CI 40 – trigger 5 continuous working days; payment at minimum paypoint of higher level; partial HD at 25/50/75% of difference.	Log cl 63 – 2 days (identical wording to draft).	UFU claim achieved in bargaining: 2-day trigger (down from 5/CFA and 4/MFB). HD on overtime and standby (63.11) and the 3-week induction tail (63.12) are new money.
CII 64–68 — Language; licence; professional membership; training; tolls	Language allowance \$982/yr now "or as increased by the VMC" (indexation); drivers licence renewal reimbursed; professional membership – KSC-required memberships reimbursed, discretionary memberships need only line-manager approval; compulsory CPD for required memberships reimbursed; where FRV requires accreditation it meets all cost and time, failing which it cannot require the accreditation (cl 67); tolls reimbursed for recall travel (CityLink/EastLink) and business use of private vehicle.	CII 54, 46 – training/recertification and toll provisions as per draft.	CII 41–44 – language \$982 static; discretionary membership needed Executive Director P&C endorsement; tolls for business use only.	Clause 64 Clause 65 Clause 66 Clause 67 Clause 68	UFU Log of Claims provides also for: Victorian Multicultural Commission indexation; easier approval path for discretionary memberships; the cl 67 cost-or-no-obligation rule on accreditation; recall tolls added.
CII 69–70 — Vehicles / mileage; pool cars	FRV to provide vehicles wherever practicable; private vehicle use only with the employee's agreement – an employee cannot be forced to use their own vehicle (70.1); \$1.10/km allowance; former MFB vehicle-usage policy to be reviewed within 6 months; pool car review within 3 months (availability and access at all locations).	CI 49 – mileage.	CI 45 – vehicles and \$1.10/km.	Clause 69 – Use of Toll Roads Clause 70 – Vehicles/Mileage – UFU Log of Claims also provided for a review, within 6 months, of a 2005 MFB Policy that FRV continues to rely upon re: usage of FRV vehicles.	Reflects previous Agreements and agreed term in bargaining. FRV's Document removes Clause 71 – Higher Vehicle Insurance and Registration Costs. This was a UFU claim that was previously agreed in bargaining.
CI 71 — Meal allowances	Overtime meal allowance (\$19.25 → \$22.67 indexed, per Sch 1/2) where OT ≥2 hours adjoining ordinary duty or is stand-alone; second allowance after each further 4 hours; off-site meal reimbursement during normal hours where allowance clauses don't apply; interrupted meal allowance where required to attend an operational incident (incl. ECC) with under 2 hours' notice before a meal break.	CI 50 – equivalent provenance.	No OT meal allowance regime (Sch 2 travel meals only).	Clause 72 - Meal Allowances & Reimbursements	New entitlement for former CFA staff working overtime.
CII 72–73 — Tool allowance; communications	Tool allowance (Sch 1, \$18.98 → indexed) for trades-qualified work under the Manufacturing Award; FRV-supplied tools alternative; landline/internet reimbursement	CII 52, 55 – identical.	No equivalents.	Clause 73 – Tool Allowance Tradespersons	New for former CFA trades and on-call staff.

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	(\$45/month default) where personal services are required for operational continuity.			Clause 74 – Communications Reimbursement	
CI 74 — Fireground allowance	75% of the all-purpose hourly rate for each hour on a declared fireground plus one hour each side; up to 1 hour each way where travelling through areas of risk; payable in addition to overtime and shift penalties; all-purpose; exclusions for scheduled training and rest periods away from the fireground.	CI 59 – same clause at 50% flat.	No equivalent.	Clause 75 – Fireground Allowance	UFU's claim in bargaining achieved: Rate lifted from 50% to 75% and made all-purpose – a substantial gain by the UFU for members, and an entirely new entitlement for former CFA staff.
CI 75 — Peer support	Peer support drawn from Agreement-covered employees; resources, agreed training, psychologist supervision at least annually, pager/phone systems maintained; peer support coordinator position maintained and filled from Agreement-covered staff.	No equivalent clause.	No equivalent.	Clause 76 – Peer Support	UFU's claim achieved in bargaining: New clause securing the program and the coordinator role within the CTA workforce. FRV's Document, has removed two UFU claims, being: 1. Ambulance membership 2. Income protection Note: This makes Corporate Staff the only cohort within the FRV workforce without access to Ambulance Membership Reimbursement and Income Protection.
PART G — LEAVE					
CI 76 — Annual leave & leave loading	4 weeks accruing progressively; paid out on termination (or to estate); sick re-credit; PH not counted; taken within 24 months; up to 10 single days/yr; half-pay annual leave at Commissioner discretion; cash-out only in exceptional compassionate/hardship circumstances (2 weeks taken in prior 12 months, 4-week floor, once/yr, written agreement); annual leave loading – the greater of 17.5% of ordinary pay or the shift/weekend penalties the employee would have earned, paid also on termination.	CI 64 – same regime including 17.5% loading.	CI 46 – 4 weeks; NO leave loading (17.5% expressly absorbed into pay scales, cl 46.3); direction-based excess-leave reduction plans; cash-out of excess over 4 weeks.	Clause 80	As part of the UFU's Log of Claims, FRV agreed to restore the 17.5% annual leave loading for former CFA PTA Members - a major monetary gain. Excess-leave management shifts from employer direction to the 24-month rule with a dispute pathway. Note: FRV's Document does not include the UFU's claim for a 'loyalty leave' (see Clause 80.16 of UFU Log of Claims) – this matters remains outstanding in bargaining.

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CII 77–78 — Recreation leave; purchased leave	No working for FRV during recreation leave (annual, LSL, RDOs); re-credit where personal/compassionate leave intervenes (LSL re-credit for illness of 1 week+). Purchased leave by agreement; salary spread over 52 weeks; sick and LSL accrual unchanged; alternative conversion of annual leave weeks to double-length half-pay leave; revert on 4 weeks' notice.	CII 65, 75 – equivalent.	CI 47 – purchased leave 44/52–51/52 options; 12-month lock-in; 4 weeks' notice for variations.	Clause 81 – Recreation Leave 82 – Purchased Leave – Efficiency Clause	Adopts and maintains Former MFB CTE Agreement.
CII 79–80 — Personal leave; sick leave	15 days (114 hours) sick/carer's leave credited on commencement and on 1 January each year (full up-front credit), cumulative; plus 4 days' compassionate leave per occasion. Certificate required for absences exceeding 3 continuous days; 5 uncertificated days/yr, beyond which absences deduct from recreation leave or are unpaid at the employee's election.	CII 66–67 – same model.	CI 48 – 15 days on each anniversary, cumulative; certificate for more than 2 consecutive days or beyond 5 days total/yr; broad registered-practitioner definition.	Clause 83 – Personal Leave Clause 84 – Sick Leave	Quantum equivalent (15 days) but evidence rules relax slightly (certificate after 3 days rather than 2) for Former CFA PTA Employees. Full-year credit on 1 January is more generous than anniversary-date accrual for new starters mid-cycle for Former CFA PTA workers. Note: FRV's Document removes UFU's claims in bargaining being: Cash Out Sick and Carers Leave (CI 87) and Voluntary Leave Transfer (Clause 88)
CI 81 — Menstrual and menopause leave	No medical certificate required for absences due to menstrual or menopause symptoms; where personal leave balance is under 3 days, access to additional paid leave via cl 83.10, approved on the day, not unreasonably withheld.	No equivalent.	No equivalent.	Log cl 85 of UFU's Log of Claims.	UFU achieved this claim in bargaining: This is a new entitlement with a paid top-up mechanism for low balances.
CI 82 — Reproductive health and wellbeing leave	Access to accrued sick leave for endometriosis, PCOS, pregnancy complications and fertility treatment (incl. egg harvesting/embryo implantation); evidence limited to confirming the clause applies – no sensitive details required; requests for WFH or other workplace supports.	No equivalent.	No equivalent.	Not in Log – added during bargaining.	FRV's Document includes a new clause, that was not negotiated in bargaining, which reflects a Government Policy that an Enterprise Bargaining Agreement must include one of these clauses. Again, this was not negotiated or raised by FRV in bargaining. This clause draws on employee's existing sick leave rather than creating additional leave.

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CII 83–85 — Carer's; compassionate; pressing necessity	Carer's leave from sick leave credits; 5 days/yr without certificate; 2 hours' notice; 2 days unpaid per occasion; casual unpaid absence rights; discretionary additional leave (83.10). Compassionate: 4 days paid per occasion (death, life-threatening illness/injury, stillbirth, miscarriage of employee or spouse/partner); flexible taking; funeral outside Victoria – up to 2 further days via pressing necessity; additional paid/unpaid by agreement. Pressing necessity: up to 4 days/yr full pay for family illness or special circumstances, including disaster access (home threatened, family safety, road closures).	CII 68–70 – same structure; compassionate was 3 days.	CII 48–49 – carer's from personal leave; compassionate 4 days; emergency leave 5 days (cl 59, retained as draft cl 99).	Log claimed compassionate at 4 days (up from CTE 3).	UFU in bargaining successfully claimed compassionate leave harmonised Uup to 4 days (former MFB staff gain a day); stillbirth/miscarriage coverage aligns with the FW Act; interstate-funeral top-up and disaster-access pressing-necessity leave are new for former CFA staff (who also retain 5 days' emergency leave at cl 99). Note: FRV's Document includes recently legislated changes: re access to compassionate leave for stillbirth. These were not negotiated in bargaining.
CI 86 — Family violence leave	Up to 20 days paid per year (non-cumulative), in addition to other leave, without prior approval; NES better-off override; expanded definition (FVPA Vic + FW Act, incl. technology-facilitated abuse and kinship relations); confidentiality (nothing on file without written consent); trained contacts; carer's leave to support others; individual supports; no adverse action including performance/misconduct processes.	CI 71 – 20 days paid.	CI 48.12 – 20 days paid special leave; broadly similar supports.	Clause 91	Quantum unchanged (20 days); definitions and protections updated without agreement; express immunity from performance/misconduct processes (86.5.4) which strengthens the position for former CFA PTA Staff. FRV's Document includes additional wording, that was not negotiated in bargaining, and reflects Government Policy. This was not negotiated or raised by FRV in bargaining.
CI 87 — Special sick leave	Tuberculosis/AIDS/other infectious disease: 6 months full pay + 3 months half pay without debit; armed-conflict-attributable illness: 15 days/yr cumulative to 100 days; quarantine leave with pay where legally restricted from attending.	CI 72 – identical.	No equivalent.	Clause 92	Maintained for former MFB CTE Staff, New for former CFA staff; the quarantine limb has obvious post-pandemic utility.
CI 88 — Parental leave	Primary caregiver: 16 weeks paid + unpaid to 52 weeks total; secondary caregiver: 4 weeks paid + unpaid to 52; concurrent leave up to 8 weeks paid at birth/placement; paid leave usable flexibly across the first 52 (or extended 104) weeks and in separate blocks; pre-natal leave 38 hours (spouse 7.6); flexible unpaid parental leave 120 days (130	CI 73 – 14 weeks primary / 2 weeks secondary; no super-on-PPL, lactation, flexible-unpaid or hospitalised-children provisions.	CI 50 – 14 weeks primary / 2 weeks secondary; permanent care leave 14 weeks; pre-natal 38/7.6 hours; KIT; 7-year LWOP.	Clause 93.	UFU's claim in bargaining was successful in that we achieved additional paid primary leave (14 weeks to 16 weeks) and additional paid secondary caregiver leave (2 weeks to 4 weeks).

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	from 1/7/2026); grandparent leave 52 weeks unpaid; hospitalised-children work-agreement (s.78A); right to request extension to 24 months and part-time return to school age; safe-job transfer and paid no-safe-job leave; KIT days 10 (+10 on extension); 26 weeks of leave counts as service for annual/LSL/sick accrual; superannuation paid on paid parental leave (88.28); lactation breaks paid, in addition to normal breaks, with anti-discrimination protection; LWOP extension to 7 years total; return-to-work guarantees; replacement-employee notification.				
CI 89 — Surrogacy leave (NEW)	Employee acting as surrogate (formal arrangement under Pt 4 ART Act, entered on/after 1/7/2020; 3 months' service): pre-natal leave plus 6 weeks' paid leave; safe-job transfer and no-safe-job leave; half-pay election; special surrogacy leave on pregnancy loss; PH day-in-lieu; 10 weeks' notice with statutory declaration.	No equivalent.	No equivalent.	Not in Log.	New clause. Note that this clause draws on existing parental leave and/or pregnancy arrangements. FRV's Document includes a new clause, that was negotiated in bargaining, which reflects a Government Policy that an Enterprise Bargaining Agreement must include one of these clauses. This was not negotiated or raised by FRV in bargaining.
CI 90 — Long service leave	Per FRV Act; pro-rata access after 7 years; PH day-in-lieu during LSL; internal backfill preference for absences over 4 weeks; 5 single days/yr (more by agreement case-by-case); other LSL in 1-week blocks; half-pay LSL not unreasonably withheld with dispute path; half-pay LSL has no effect on ESSS defined-benefit final average salary (90.11); no-precedent clause.	CI 74 – equivalent.	CI 51 – same core (7 years, 5 single days, half-pay election subject to leave balance).	Clause 94	Maintained from MFB CTE Agreement.
CII 91–92 — Study leave; extended leave scheme	Paid study leave up to 12 days p.a. (more by approval) per Study Leave Policy; considered within annual Career Development Plan; fees and books reimbursed on successful completion of each module; policy to be developed jointly. Extended leave (80% over 4 years + year 5 off at 80%) unchanged.	CII 82(?)/78 equivalents – study leave policy-based.	CII 52–53 – study leave unquantified and wholly discretionary; extended leave identical.	Clause 95 – Study Leave Clause 96 – Extended Leave Scheme	UFU's bargaining claim for study options, etc. is a new and improved entitlement. This was agreed.
CI 93 — Public holidays	Enumerated: New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, King's Birthday, Labour Day, Melbourne Cup Day; substitute-day rules; additional declared/prescribed holidays count (93.6);	CI 77 – equivalent list.	CI 54 – enumerated list expressly includes Easter Sunday and Grand Final Eve (subject to gazettal); regional Melbourne Cup substitution.	Clause 97	Maintained from CTE Agreement and reflects UFU's Log of Claims.

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	substitution by workplace-majority or individual agreement.				
CI 94 — Community service leave	Eligible community service activities per FW Act plus hospital/council engagement and voluntary emergency management; notice and evidence; jury service – paid leave and the employee is not required to reimburse jury payments received (94.7).	CI 78.	CII 57, 60 – jury leave with FRV payment reduced by jury pay received; emergency services leave (SES, Red Cross, St John) with pay.	Clause 98 – Community Service Leave	Improvements from CFA PTA Staff Agreement, entitlements maintained per Former MFB CTE Agreement.
CI 95 — Industrial training leave	5 days paid p.a. (up to 10 capped across two years) for union-nominated trade union training; excess requests not unreasonably refused.	CI 83 – equivalent.	CI 11.4.2 – same quantum, but only for employee representatives and tied to grievance/IR/OH&S course content.	Clause 99	As against CFA PTA Agreement, eligibility broadens from “employee representatives” to any union-nominated employee – useful for delegate development.
CII 96–99 — LWOP; defence; blood donors; emergency leave	LWOP at policy/discretion, not unreasonably withheld, policy to be developed; defence force leave 14 + 4 days with make-up pay; blood products donation – necessary absence without loss of pay (no frequency cap); emergency leave 5 days p.a.	CII 76, 81–83 equivalents.	CII 55–56, 58–59 – blood donors capped at once every 3 months; others equivalent.	Clause 100 – Leave Without Pay Clause 101 – Defence Force Leave Clause 102 – Blood Product Donor Leave Clause 103 – Emergency Leave	Similar clauses across all Agreements. Negotiated and agreed in bargaining.
CI 100 — Cultural & ceremonial leave	Access to accrued leave/LWOP/TIL for cultural, ceremonial or religious observance, not unreasonably refused; NAIDOC week – 1 day paid p.a. for Aboriginal and Torres Strait Islander employees; ceremonial leave – up to 3 days paid per year for Aboriginal/Torres Strait Islander employees (death of immediate/extended family under kinship definitions, or ceremonial obligations under lore), in addition to compassionate leave.	No equivalent paid component.	CII 49.2, 61 – ceremonial leave unpaid / from accrued leave only.	Clause 104 – Cultural and Ceremonial Leave	UFU's claim in bargaining was modelled off the MFB CTE Agreement and included improvements to that entitlement. FRV's Document includes a new clause, that was negotiated in bargaining, which reflects a Government Policy. It now includes NAIDOC Day, and up to 3 days for certain leave. This was negotiated.
CI 101 — Gender affirmation leave (NEW)	Up to 20 days paid plus up to 48 weeks unpaid for employees affirming their gender (medical, psychological, social, legal or administrative means – surgery not required); employee-led and flexible over the life of employment; casuals – up to 52 weeks unpaid; reasonable notice and evidence.	No equivalent.	No equivalent.	Not in Log of Claims.	FRV's Document includes a new clause, that was not negotiated in bargaining, which reflects a Government Policy that an Enterprise Bargaining Agreement must include one of these clauses. This was not negotiated or raised by FRV in bargaining.

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PART H — OTHER MATTERS & SCHEDULES					
CII 102–104 — Scientific advisors; facilities; amenities	Review of Scientific Advisor roles within 3 months of approval (fatigue management included); appropriate facilities; amenities – meal preparation facilities, union notice board, tea/coffee/milk provisions (incl. alternatives), privacy facilities with no reduction of current standards, CCTV consent requirement repeated, parking or cab charge where working overtime/outside ordinary hours, endeavour to provide after-hours on-site parking with a safety-based right to decline overtime, consultation on parking in future buildings/leases.	CI 29 – amenities (narrower).	CI 62 – facilities only.	Clause 105 – Scientific Advisors Clause 106 – Facilities Clause 107 – Amenities	UFU's successfully negotiated a new clause for a review of the role of Scientific Advisors, to occur via consultation. Facilities clause is maintained from the MFB CTE Agreement. UFU successfully negotiated enhanced Amenities (such as milk varieties/options and butter) and definitions such as what 'safety' means in the context of the clause, and new entitlements for provision of parking/cab charge (for employees required to work overtime/outside of normal working hours), etc.
CI 105 — Uniforms and equipment	PPE supplied, replaced, repaired and cleaned at FRV cost, with agreement on the circumstances of wear; corporate uniform to annual value of \$900 for permanent employees (full uniform to be worn on duty unless size/fit unavailable); protective footwear and hats included; prescription safety glasses provided; existing mandatory-uniform practices (e.g. Technical Services) maintained; uniform review during the term via cl 13.	CI 53 – uniforms and equipment (no \$ figure).	CI 63 – general provision, no uniform value.	Clause 108 – Uniforms & Equipment	This clause was modelled off the MFB CTE Agreement. UFU successfully negotiated an increase to the amount of corporate uniform entitlement (to \$900) and a review during the life of the Agreement of the provision of uniform for non-office based duties, and availability of size and style.
CI 106 — Productivity	Continued agreed efficiency/productivity improvements via consultation, not at the expense of safety; any continuous improvement is an efficiency; identified efficiencies may support wage outcomes in successor agreements subject to government wages policy.	CI 14-related.	CI 65 – Service Delivery Partnership Plan (specific 2016 initiatives).	Clause 109 – Service Delivery Partnership Plan (Efficiencies Clause)	UFU's Log of Claims included Clause 109, with a prescriptive list of items, for the purposes of monetary efficiencies. FRV's Document made unilateral/un-agreed changes and removed all descriptions/items in the UFU's Log of Claims.
SCHEDULES					
Schedule 1 — Rates of pay & allowances	Unified Band 1–8 structure (former PTA "Levels" become "Bands"); columns: current rate, +3% (with 3% uplift) 1/1/2026, +3% 1/1/2027, specified dollar amounts 1/1/2028, +3% 1/1/2029; Band 8 gains paypoints 5–7	Sch 2–3 – wage adjustments and allowances.	Sch 1 – Level 1–7 paypoints; allowance table (largely static amounts).	Sch 1 – rates claimed (TBA percentages in parts).	In FRV's document: FRV's Wages Policy offer falls well short of the monies FRV has received for the purposes of Wage

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	reachable only by annual increment in 2028/2029/2030; allowances table (first aid, meal, tool, emergency warden, change of workplace) indexed 3% annually.				Increases and will receive moving forward. Many members presently receiving 'Top of Band' payments will no longer receive this payment under FRV's unilateral alignment model. Under FRV's proposal, not every member will receive an equal pay increase. The UFU's proposal ensures that all employees receive the same pay increase – this is equitable and fair. The presentation delivered by Branch Secretary Peter Marshall on 20 July 2026 – which is also available on UFU the website – outlines the scale of employee losses which are not compensated in the FRV offer.
Schedule 2 — Accommodation & personal expenses	See cl 57 row above; state-wide rates with 3% annual indexation; part-day rules; advances; annual review against ATO rates, accommodation costs and CPI.	Equivalent schedule.	Sch 2 – location-banded, lower rates.	As per draft.	Indexation as noted at cl 57. Clause wording matches V27 which was taken from the CTE agreement. The amounts in the schedule as well as annual 3 percent uplifts were not negotiated or agreed and were included unilaterally in FRV's offer.
Schedule 3 — Classification & paypoint progression	Descriptors FRV1–FRV8 with work-value points and progression statements; Mercer CED as secondary reference; annual progression on the anniversary date; progression is the default – it occurs unless Position Objectives (max 5, agreed, objective and assessable) were not met, and proceeds automatically where the manager fails to give feedback, complete the cycle, or facilitate the	Sch 1 – same progression model.	Cl 30.4–30.6 – progression conditional on PPP/PPR participation, satisfactory rating and skills acquisition; CPAC appeals; 2% performance lump sum at top paypoint.	As per draft (plus a 10% performance lump sum claim – not conceded).	For former CFA staff the onus reverses: progression becomes the default with manager-failure safeguards, rather than a conditional reward. Offsetting reductions: the 2% top-of-range payment is retained (Sch 3 cl 4) but now excludes employees who reached the top paypoint

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	process; scoring system (consistently met = 2, met = 1); electronic recording system to be implemented.				within the previous 12 months (a waiting year) and is payable only during the life of the Agreement; the Log's 10% claim was not conceded. CPAC is replaced by the Sch 6 Classification Committee (whose decisions are final – no FWC appeal from committee determinations, per cl 21.1). FRV have included changes to top of band payments which were not agreed that would negatively impact members- 1. Restriction on receiving the payment for the first 12 months. 2. The payment is restricted to the life of the agreement – which suggests it will no longer be payable after expiry – although this is not clear. Other parameters such as being subject to management assessment remain the same. As noted – the UFU's claim for a 10 percent payment was not agreed.
Schedule 4 — Engineers, scientists, building surveyors	Graduate entry no less than FRV3 PP5 progressing annually to FRV3 PP9; experienced entry no less than FRV4 PP1; definitions extended to Fire Safety and Risk Engineers (BLA/NER registration) and Building Surveyors/Inspectors (NCC classes, minimum Building Inspector (Unlimited) registration).	No direct equivalent schedule.	Sch 4 – engineers and scientists only.	As per draft.	Building surveyors/inspectors gain guaranteed entry points and progression – links to the cl 32.3 classification review for the same cohort.
Schedules 5–6 — Supported wage; Classification Committee	Supported wage system (standard). Classification Committee: determines classification/reclassification disputes;	Sch 4–5 equivalents.	CI 33.2 (supported wage); CPAC (cl 30.6) with binding independent chair.	As per draft.	No change to Classification Committee.

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	committee determinations are final (carved out of the cl 21 dispute procedure).				Importantly , FRV have clarified in a letter to the UFU that that alignment with VPS classifications is not subject to change by the committee which is a significant limitation.