



**ACT Public Sector**

**ACT Fire & Rescue**

**Enterprise Agreement 2013 - 2017**



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## OPERATION OF THE AGREEMENT

### Section A - Technical Matters

#### 1. Title

- 1.1 This Agreement made under Section 172(2)(a) of the Fair Work Act 2009 (FW Act) will be known as the ACT Public Sector ACT Fire & Rescue Enterprise Agreement 2013 - 2017.

#### 2. Application and coverage

- 2.1 This Agreement applies to and covers:
- (a) the Head of Service of the ACT Public Service on behalf of the Australian Capital Territory;
  - (b) all employees of the ACT Fire & Rescue who are employed in classifications contained in Annex A of this Agreement.

#### 3. This Agreement covers

- 3.1 The United Firefighters Union of Australia, ACT Branch (UFU), subject to the Fair Work Commission noting in its decision to approve this Agreement that it covers this union.

#### 4. Commencement and Duration

- 4.1 This Agreement will commence operation seven days after it is approved by the Fair Work Commission.
- 4.2 The nominal expiry date of this Agreement will be 30 June 2017.

#### 5. Operation of Agreement

- 5.1 This Agreement is comprehensive and provides the terms and conditions of employment of the employees covered by this Agreement other than terms and conditions applying under other applicable legislation.
- 5.2 This includes:
- (a) *Fair Work Act 2009 (Cwth) (FW Act)*;
  - (b) *Public Sector Management Act 1994 (ACT) (PSM Act)*;
  - (c) *Public Sector Management Standards (PSM Standards)*;
  - (d) *Work Health Safety Act 2012 (ACT)*; and
  - (e) *Holidays Act 1958 (ACT) (Holidays Act)*.
  - (f) *Territory Records Act 2002 (ACT) (RR Act)*; and
  - (g) *Safety, Rehabilitation and Compensation Act 1988 (Cwth) (SRC Act)*.
- 5.3 This Agreement constitutes a closed agreement in settlement of all claims for its duration. Therefore during the life of this Agreement, there will be no further claims that affect the provisions of this Agreement, except where this is consistent with the terms of this Agreement.
- 5.4 This Agreement prevails over ACT legislation including the *Emergencies Act 2004*, the *PSM Act 1994* and the PSM Standards and relevant policy statements and guidelines to the extent of any inconsistency.
- 5.5 To maintain the integrity of the agreement, the Head of Service and the UFU, agree to consult when an event occurs that makes a clause of this Agreement unenforceable or undermines the operation of a clause in this Agreement or otherwise changes the intent of this agreement.

**6. Agreement Availability**

- 6.1 Copies of this Agreement will be made available, in paper or electronic form, to employees covered by this Agreement.

**7. Authority of the Head of Service**

- 7.1 The Head of Service may in writing delegate any power or function that the Head of Service has under this Agreement to another person or position within the ACT Public Service, subject to directions, except for this power of delegation.
- 7.2 This does not limit the power of the Head of Service to authorise a person to act for and on the Head of Service's behalf.
- 7.3 Only Directors-General may, in writing, sub-delegate a power or function delegated to them by the Head of Service.
- 7.4 To avoid doubt, in this agreement reference to the Head of Service may be taken to mean delegate where the Head of Service has delegated the particular power or function under clause 7.1.

**8. Variation to Agreement**

- 8.1 This Agreement may be varied in accordance with the FW Act.

**9. Termination of Agreement**

- 9.1 The ACTPS and the union(s) covered by this Agreement agree that the maintenance of, and adherence to, agreed terms and conditions of employment is a key component of good workplace relations and a dispute free workplace. They therefore agree that they will not exercise their right to terminate this Agreement under section 225 of the FW Act.

**10. Application of the PSM Act and PSM Standards**

- 10.1 The following parts of the PSM Act, as numbered at the commencement of this agreement, will not apply to the Fire & Rescue and to the employees of the ACT Fire & Rescue:

Part 5 Employment in the Service

- (a) Division 5.3 Appointment of Officers
- (b) Division 5.4 Engagement of Executives
- (c) Division 5.5 Promotions and Transfers of Officers
- (d) Division 5.6 Temporary Performance of Duties excluding sections 99 (Definitions) and 100 (Directions to act);
- (e) Division 5.8 Miscellaneous; excluding the following sections:
  - i. 117 – Reappointment of retired officers
  - ii. 118 - Reappointment of unsuccessful election candidates;
  - iii. 119 - Unattached officers; and
  - iv. 120 - Arrangements with other governments and bodies for provision or services by employees to the Territory);
  - v. 121 – Arrangements with other governments for provision of services by officers and employees of service.



- 10.2 Only the following parts of the Public Sector Management Standards, as numbered at the date of effect of this agreement as per clause 4, will apply to ACT Fire & Rescue and to the employees of ACT Fire & Rescue:
- (a) Chapter 2 Ethics
  - (b) Chapter 3 Employment in the ACT Public Service
    - i Sections 65-75
  - (c) Chapter 4 Conditions of employment and attendance
    - i Sections 257, 259, 295-303, 329-330, 331, 339, 347, 366-370, 377-378, 381-384, 386-387, 394, 399, 402-407, 410, 411-412, 415, 416, 464-465 (2) and (3), 468, 479-490, 496-502, 519-550, 560, 587, 588
- 10.3 For the purposes of clause 9:
- (a) references in the PSM Act and the Standards to officers will be read as employees of ACT Fire & Rescue.

## WORKING IN ACT FIRE & RESCUE

### Section B - Employment

#### 11. Principles

- 11.1 Under the Emergencies Act 2004, the Chief Officer is responsible for the general management and control of ACT Fire & Rescue and matters relating to the professional and technical expertise of ACT Fire & Rescue.

#### 12. Types of Employment

- 12.1 A person will be engaged under the PSM Act in one of the following categories:
- (a) Permanent employment on a full-time basis, including appointment with or without probation.
  - (b) Employees may convert to part time employment, subject to the conditions in Section J.

#### 13. Appointments

- 13.1 The Head of Service will, in writing, appoint such officers and firefighters as the Head of Service thinks necessary for the efficient operation of the Fire Service subject to clause 148.

#### 14. Notice of Engagement

- 14.1 At the time of appointment or engagement the Head of Service will inform each person in writing of the terms of their employment, including:
- (a) The type of employment;
  - (b) Whether a probationary period applies and the expected duration of the period;
  - (c) The ordinary weekly hours;
  - (d) The ordinary weekly hours before overtime is payable; and
  - (e) A list of the main instruments governing the terms and conditions of their employment.

#### 15. Notice of Termination

- 15.1 Where a person's employment is terminated at the initiative of the Head of Service, written notice of termination will be provided in accordance with the FW Act.
- 15.2 Where a employee terminates their employment they will provide written notice at least two weeks prior to the proposed date of termination.
- 15.3 The period of notice required in 15.2 may be reduced on written agreement between the employee and the Head of Service.

## Section C - Probation

### 16. Appointment on Probation

- 16.1 A person appointed to ACT fire and rescue as an FB1 will be on probation for the period of their initial training and a further period of three months after successful completion of their initial training.
- 16.2 A person appointed to other FB levels (lateral appointment) will be on probation for the term of their induction training and a further period of three months after successful completion of their induction training.
- 16.3 The Head of Service will inform the person in writing of the period of probation at the time of the offer of employment.
- 16.4 The Head of Service will inform the person in writing of the criteria and objectives to be met for successful completion of the probation period.
- 16.5 Probation is a supportive process for the new employee during which mutual evaluation and decisions about long term suitability can be made.
- 16.6 Before the end of the probation period, the Head of Service will:
- (a) where the employee's conduct and service have been satisfactory, confirm the appointment in writing; or
  - (b) in any other case, terminate in writing the appointment, or extend the probation for a period, not exceeding 3 months, which the Head of Service deems reasonable.
- 16.7 Where the Head of Service extends the probation period, the Head of Service may confirm or terminate the employment of the probationer at any time during that further period.
- 16.8 Where the employment of a probationer is terminated, the Head of Service will provide the probationer with written reasons for the termination.
- 16.9 During recruit and induction training all employees will be subject to regular assessment and evaluation. Unsatisfactory progress may result in the termination of employment.
- 16.10 A decision by the Head of Service to terminate the employment of a probationer is excluded from the Internal Review Procedures and Appeal Mechanisms of this Agreement.
- 16.11 An employee on probation may seek a review of their probation under 103 of this Agreement, Internal Review Procedures, except in relation to a decision to terminate their employment.

## **Section D - Selection and Advancement**

### **17. Selection methods for new employees**

17.1 The Head of Service will appoint by:

- (a) Lateral recruitment of firefighters from recognised urban fire and rescue services; and/or,
- (b) Community Based Recruitment.

### **18. Common principles for the recruitment.**

18.1 The common principles for all recruitment processes are to select employees who are medically, physically and psychologically resilient and capable of safely and effectively performing duties as operational firefighters.

18.2 Persons appointed to ACT Fire & Rescue should possess the literacy, numeracy, cognitive and communication abilities to operate safely and effectively as a member of a firefighting team in operational situations.

18.3 Applicants will undergo employment history and criminal history checks.

18.4 In order to achieve the principles at 18.1, 18.2 and 18.3, employees will be assessed for suitability in those qualities.

18.5 The common features of all recruitment processes for appointment to ACT Fire & Rescue are:

- (a) Publicly advertised process;
- (b) Selection process agreed between the UFU and Head of Service prior to advertising;
- (c) Selection criteria agreed between the Head of Service and the UFU prior to advertising; and
- (d) Assessments to determine suitability for appointment.

18.6 The Head of Service and the UFU will consult and agree to a standardised system of selecting persons for appointment to the Fire Service.

### **19. Lateral recruitment process**

19.1 Lateral recruitment will include the following components:

- (a) Testing of applicants against core competencies;
- (b) Lateral appointments will be given comprehensive induction training to ensure familiarity with all Fire Service equipment, policies, practices and operating procedures prior to commencement of operational duties.

19.2 Successful lateral applicants may be appointed as firefighters up to and including FB5 subject to recognition of qualifications and experience.

19.3 Decisions relating to the advancement of employees under clause 19.2 may be reviewed in accordance with 103- Internal Review Procedures.

**20. Community recruitment process**

20.1 Community based recruitment will include the following components:

- (a) Team dynamics evaluation;
- (b) Assessments of suitability for employment
- (c) Behavioural interviewing.

20.2 Successful community applicants will be appointed on probation as firefighters and undertake recruit training that includes, but is not limited to, the learning outcomes of the competencies for FB 1 at Annex E.

**21. Procedure for advancement within Firefighter ranks (FB 1-5)**

21.1 Eligibility for advancement is on the basis of:

- (a) Successful completion of the relevant period of service shown at Annex A;
- (b) Assessment of competency in the skills for the classification; and
- (c) Completion of relevant qualifications shown at Annex E

**22. Promotion to and within Officer Classifications FB 6 to FB 8.**

22.1 Eligibility for promotion to FB 6 and above is subject to:

- (a) Completion of the relevant period of service shown at Annex A; and
- (b) Completion of the qualifications for the classification at Annex E; and
- (c) Satisfying any criteria determined under clause 27, and
- (d) Merit as determined by a Selection Committee, and
- (e) A vacancy at the classification applied for within the merit life span.

22.2 Where training courses are required for promotion to the next rank, entry to the training course is based on eligibility, completion of relevant pre-requisite learning and merit as decided by a Selection Committee.

22.3 A promotion under this clause:

- (a) Will be notified in the Gazette by the Head of Service; and
- (b) If made on the recommendations of a Joint Selection Committee is not subject to appeal; and
- (c) Takes effect on the date of its notification in the Gazette.

**23. Selection Committees for promotion.**

23.1 A selection committee will be formed to select employees for promotion to the classifications of FB 6, FB 7 and FB 8. The will determine whether the selection committee will be:

- (a) A Selection Advisory Committee (SAC) in which case the promotion(s) are subject to appeal under section S of this Agreement; or
- (b) A Joint Selection Committee (JSC) in which case the promotion(s) are not subject to appeal.

23.2 A selection committee will only be convened as prescribed in this agreement.

23.3 A selection committee must make a recommendation based on the principles of merit as set out in the PSM Act and PSM Standards.

- 23.4 Unless otherwise agreed by the Head of Service and the UFU or the UFU fails to provide a nominee, a JSC will be used for all selection processes leading to promotion; participation in this process will not be unreasonably withheld.
- 23.5 A selection committee's deliberations will be independent of any outside influence.
- 23.6 Where a dispute regarding any nominee for a JSC or SAC arises the parties will resolve the dispute using the dispute resolution procedure in this agreement.

**24. Operation of Selection Advisory Committees (SAC).**

- 24.1 A Selection Advisory Committee (SAC) will be nominated by the Head of Service and normally comprise three members.
- 24.2 An SAC may be convened to select employees to relieve in a higher position at FB 7 and FB 8 where a merit list from a JSC does not exist.
- 24.3 An SAC will be chaired by the representative nominated as the Chairperson by the Head of Service. The Chair will be at least one substantive classification above that of the vacancy.
- 24.4 There will be at least two other panel members on the Committee, preferably at the same or higher substantive level as the vacancy, except where specific technical skills are required on the Committee. One panel member will be external to ACT Fire & Rescue.
- 24.5 SAC panel members will have an appropriate level of knowledge of the job content and/or skill and experience requirements of the position.
- 24.6 SAC panel members must avoid any potential conflict of interest by declaring any knowledge they have of particular candidates that might have an influence on their selection decision.
- 24.7 An SAC may be used for selecting employees for permanent promotion where the parties agree or where the UFU does not provide a nominee for a JSC.

**25. Operation of Joint Selection Committee (JSC).**

- 25.1 A JSC will normally comprise of, but not be limited to, people with the appropriate skills and experience that are:
  - (a) An independent person agreed between the Head of Service and union;
  - (b) A nominee of the Head of Service; and
  - (c) A nominee of the UFU.
- 25.2 A joint selection committee will:
  - (a) Assess the claims of the applicants for promotion in a manner the JSC considers necessary to establish their suitability; and
  - (b) Rank the applicants for promotion according to merit, with the most suitable being ranked first.
- 25.3 The JSC will conduct its proceedings in accordance with the principles of confidentiality, natural justice and procedural fairness. The committee's proceedings will be conducted efficiently and with as little formality as possible, consistent with a fair and proper consideration of the claims of each applicant.

- 25.4 Where a panel member becomes unavailable before a committee completes its deliberations, the committee will be reconstituted by the remaining panel members and another member nominated in accordance with clause 25.1.
- 25.5 If the panel cannot reach consensus on the advice to be given to the Head of Service in respect of a promotion:
- (a) If the majority of panel members concur, that advice is to be taken to be the advice of the committee; and
  - (b) In any other case the advice of the convenor is to be taken to be the advice of the committee.
- 25.6 A re-constituted committee may consider any relevant information from the earlier committee's deliberations.

**26. Lifespan of Merit Process**

- 26.1 A selection committee's recommendations may be used for appointments, promotions, higher duties and transfers to a position or positions at the same classification with the same selection criteria for up to 24 months from the date the selection committee makes a recommendation to the Head of Service.
- 26.2 The maximum number of employees ranked as suitable for promotion at any time will be:
- (a) 10 FB 5 employees merit ranked for promotion to FB 6;
  - (b) 5 FB 6 employees merit ranked for promotion to FB 7; and
  - (c) 2 FB 7 employees merit ranked for promotion to FB 8.
- 26.3 The Head of Service will conduct a merit selection process at least every 24 months to establish merit lists for the permanent and temporary filling of vacancies at FB6 to FB 8.

**27. Conditions relating to promotion to officer classifications.**

- 27.1 The Head of Service will not promote an employee under clause 18 unless:
- (a) An invitation for employees to apply for promotion to that rank has been published;
  - (b) The promotion is made within 24 months of the Head of Service receiving the advice of the Selection Committee; and
  - (c) The employee has been found suitable and ranked as part of a merit selection process;
  - (d) The employee is qualified for the classification in accordance with Annex E.

**28. Notices Relating to Appointments and Promotions**

- 28.1 The Chief Officer may, in writing, declare:
- (a) The manner of determining the order in which successful applicants will be appointed as employees of the Fire Service; or
  - (b) The academic or other qualifications that are relevant for appointment as a employee of the Fire Service; or
  - (c) The academic or other qualifications that are relevant for promotion or acting appointment to a specified rank; or
  - (d) Such other matters with respect to appointments or promotions as the Chief Officer considers desirable.

*Note: in relation to (c) and (d) above, the Chief Officer will have regard to the agreed qualifications at Annex E.*

**29. Relieving in a Higher Position**

- 29.1 Opportunities to relieve in a higher position at FB 6, FB 7 and FB 8 exist for operational and development purposes. Eligible employees may be selected to relieve temporarily in a position at a classification one level higher than their substantive classification.



General conditions

- 29.2 An employee relieving in a higher classification will be paid a higher duties allowance for the entire period that they relieve at the higher classification.
- 29.3 Higher duties allowance will be paid while an employee is on leave and on Public Holidays or accrued days off, provided the employee would have continued to perform higher duties for that period.
- 29.4 Relieving opportunities are available to employees currently ranked by a merit selection process described in clause 23 and who have completed, or are completing, the qualifications for the higher classification at Annex E.
- 29.5 A merit process and any required training will be conducted regularly to ensure there are employees eligible to relieve in a higher position.
- 29.6 All employees eligible under clause 29.4 to relieve at FB 7 and FB 8 will be invited to express interest in filling short term vacancies (up to one month). Selections to fill vacancies will be made from the expressions of interest received.
- 29.7 If no expressions of interest are received, or during the EOI process, the Head of Service may direct an eligible employee to fill the short term vacancy.
- 29.8 Temporary vacancies of longer than one month will be allocated in the order of the merit list from the selection committee.
- 29.9 Where there are no employees suitable for promotion to the next classification an SAC may be convened to select employees for further development through training, education and relieving opportunities.
- 29.10 Employees relieving in a higher classification will only do overtime shifts on the 10/14 roster at their substantive classification.

Additional conditions relating to FB 5

- 29.11 Qualified and eligible FB5 employees may relieve in a higher position subject to the following criteria:
- (a) The relieving duties are for the purpose of personal or recreation leave and do not exceed four consecutive shifts in duration;
  - (b) The relieving position is on the Senior Firefighter's platoon;
  - (c) The eligible employee may not relieve in a higher position for more than ten shifts in any year or 20 shifts in a merit lifespan (24 months); and
  - (d) Relieving in a higher position will not create any overtime at firefighter classifications at the time it is approved.

An FB 5 may not relieve at FB 6 for any other purpose than specified above.

## Section E - Hours of Work

### 30. Ordinary Hours of Work

30.1 The ordinary hours of work under this agreement are 38 hours per week.

### 31. Rostered shiftwork staff

31.1 Employees on the 10/14 roster will work an average of 42 hours per week over an eight week cycle.

- (a) The 42 hours are comprised of 38 ordinary hours plus two additional overtime hours and two accumulated recreation leave hours.
- (b) The 42 hours per week as detailed in the roster at clause 147 consist of consecutive shifts over an eight week cycle on the basis of:
  - i. Two day shifts 0800 hours to 1800 hours;
  - ii. Two night shifts 1800 hours to 0800 hours
- (c) The shifts will be worked by four platoons known as “A”, “B”, “C” and “D” Platoons.

### 32. Employees on day work

32.1 Employees on day work will work 320 hours over an eight week cycle.

- (a) The 40 hours per week are comprised of 38 hours plus two additional overtime hours.
  - (b) The ordinary hours of duty of probationary firefighters during the period of initial training will be 38 hours per week, attendance will be determined by training requirements.
  - (c) Employees on day work at FB 6 or below will have the option to work either a four day week, comprising 10 hours work per day, or a five day week with flextime, comprising 8 hours work per day.
- 32.2 Employees on day work at FB7 and FB8 will attend on the basis of operational requirements.
- 32.3 One month’s notice will be given to the Head of Service by an employee wishing to change from a five day week to a four day week. All flextime must be exhausted prior to commencement on a four day week.
- 32.4 The normal bandwidth of working hours for employees on day work is 0700 to 1900 Monday to Friday.
- 32.5 Attendance in summer may need to coincide with fire readiness standards and on high fire warning days employees may be called to work at different hours
- 32.6 The bandwidth may be altered due to operational circumstances or where an employee or employees can demonstrate to the Head of Service’s satisfaction that operational readiness will not be adversely effected by a different attendance pattern.
- 32.7 Each working day will not exceed 10 hours unless exceptional circumstances exist and the employees supervisor is notified prior to working additional hours.

32.8 Hours of attendance must be recorded.

32.9 All overtime worked must be approved in advance by the Head of Service.

**33. Movement between identified working arrangements**

33.1 Movement between identified working arrangements will be by agreement between the Head of Service and the employee. Where agreement cannot be reached, the minimum notice period to be supplied to the employee will be two weeks.

**34. Meal breaks**

34.1 Meal breaks for employees on day work will be as agreed between the supervisor and the employees.

**35. Exchange of shift**

35.1 Employees may exchange shifts with suitably qualified personnel at or within their classification range subject to written approval by the relevant supervisor.

35.2 Where an exchange of shift is approved and the employee is subsequently moved so that the skill sets are not appropriate it is the responsibility of the supervisor to make appropriate arrangements so that the district skills mix is balanced.

35.3 Where an employee has an exchange of shift approved and the replacement employee takes personal leave or fails to present for duty leave is deducted from the employee that agreed to attend for duty for the shift.

35.4 All employees may exchange shifts with the approval of the Head of Service.

## **PAY AND CLASSIFICATIONS**

### **Section F - Rates of Pay**

#### **36. Pay Increases**

- 36.1 Employees will be paid in accordance with their classification and rates of pay set out in Annex A to this Agreement.
- 36.2 Pay increases that will apply to pay rates for all classifications set out in Annex A of this Agreement will be:
- \$2090 or 2% per cent, whichever is the greater, effective from 1 July 2013. This increase will be paid no later than the second pay day following the commencement of this Agreement; and any back pay will be paid as soon as reasonably possible, and;
  - Two 1.5% increases payable from the first pay period on or after 1 July 2014 and 1 April 2015; and
  - Two 1.5% increases payable from the first pay period on or after 1 October 2015 and 1 April 2016; and
  - Two 1.5% increases payable from the first pay period on or after 1 October 2016 and 1 April 2017.
- 36.3 The rates for all allowances provided for in Annex C of this Agreement will be adjusted by the rate of increases in pay in accordance with subclause 36.2, except in Year 1 when the increase will be 2% payable on the first pay period on or after 1 July 2013.

#### **37. Separated employees**

- 37.1 A person who was an employee of the Directorate on 1 July 2013 and who separated from the ACTPS before the commencement of this Agreement will be paid any difference between the rate of pay under clause 36 of this Agreement and the rate which the former employee was paid in the same classification on separation. Any monies paid to the employee by the Directorate on separation will be adjusted in the same manner as the rate of pay.

#### **38. Payment of Salary**

- 38.1 Employees will be paid fortnightly in arrears and by electronic funds transfer into a financial institution account of their choice.
- 38.2 An employee on part time work arrangements will be paid pro-rata based on their agreed ordinary hours.

#### **39. Overtime**

- 39.1 An employee may be directed or requested to work reasonable additional hours for duty at any required time, subject to the payment for overtime in accordance with the conditions set out in this clause, and the reasonable additional hours provision of s.62.(3) of the FW Act.
- 39.2 All time worked by a rostered shiftworker in excess of a rostered shift or for more than four shifts in any continuous seven day period will be overtime and will be paid for at the rate of time and a half for the first three hours and double time thereafter.
- 39.3 All time worked by an employee on day work in excess of the ordinary hours will be paid for at the rate of time and a half for the first three hours and double time thereafter except:

- (a) on Sundays where an employee will be paid at the rate of double time and
- (b) on public holidays at the rate of double time and a half.

To remove doubt, employees on day work who observe a public holiday and then accept an overtime shift on that public holiday, will receive time and a half in addition to the single time they have been paid for that day. Where such an overtime shift exceeds the normal working hours of the employee then double time and a half will be paid for that period in excess of their normal working hours.

- 39.4 Employees working under the agreed flextime arrangements will be paid overtime in accordance with those arrangements.
- 39.5 When it is necessary for an employee to clean themselves on return to their station after an incident, the cleaning time reasonably taken beyond the end of that shift will be paid as overtime, provided the employee informs the person in charge of the station of their condition immediately on their return to the station.
- 39.6 Overtime payments will not be rounded.
- 39.7 The filling of temporary vacancies will be in accordance with clause 146.

**40. Recall to duty**

- 40.1 An employee recalled to duty after having completed their shift and left the workplace, will be paid a minimum of four hours at the appropriate overtime rate. The employee will not be required to work the full four hours if the job the employee was recalled to perform is completed within a shorter period.
- 40.2 These provisions will not apply in cases where the recall is continuous with, or is within two hours of, the commencement or cessation of ordinary working time.
- 40.3 Any additional recalls which commence within four hours from the commencement of duty under clause 40.1 will be deemed to be included in the first recall.

**41. Time off in lieu of overtime**

- 41.1 Employees may, with the agreement of their manager prior to overtime being worked, take time off in lieu for any overtime worked provided that the time accrues at the rate at which overtime would normally be payable.

**42. Overtime Meal Allowance**

- 42.1 An employee who works overtime is entitled to payment of overtime meal allowance where:
  - (a) Overtime is worked after the end of ordinary rostered shift to the end of or beyond a meal period, and any subsequent meal period, and the employee did not have a break for a meal during the overtime; or
  - (b) Overtime is worked after the completion of the employee's ordinary rostered shift, and overtime continues after the employee takes a break for a meal after ordinary duty, and the employee is not entitled to payment for that break; or
  - (c) Overtime is worked before the commencement of ordinary rostered shift, and the overtime commences before a meal period, and the employee takes an unpaid break for a meal before the commencement of ordinary duty, or

- (d) Overtime is worked on a Saturday, Sunday or public holiday, in addition to the employee's normal weekly hours of duty, which extends beyond a meal period and the employee takes an unpaid meal break during the overtime.

**43. Meal Periods**

43.1 For the purposes of clause 42, a meal period will mean the following periods:

- (a) 7.00 a.m. to 9.00 a.m;
- (b) 12 noon to 2.00 p.m;
- (c) 6.00 p.m. to 7.00 p.m; and
- (d) midnight to 1.00 a.m.

**44. Rate Of Payment For Meal Allowance**

44.1 The rate of payment of overtime meal allowance will be \$24.76 and will be in addition to payment of overtime.

44.2 The rate described in clause 44.1 will be will be adjusted by the rate of increases in pay in accordance with clause 36.2.

44.3 Where a 3 course meal is obtainable by the employee at a canteen, cafeteria or dining room conducted, controlled, or assisted by the Head of Service, the amount of meal allowance will be the maximum amount for which a 3 course meal is obtainable at the canteen, cafeteria or dining-room. The rate payable under this paragraph is in substitution for the rate at 44.1.

44.4 An employee who is required to perform any of the duties specified in 42.1 (b) or (d) will not be paid a meal allowance unless the officer authorizing the duty is satisfied that the employee cannot reasonably be expected to return to the employee's home or lodgings for a meal between the time at which the employee ceases duty before the meal and the time at which the employee is required to commence duty after the meal.

**45. Rest Relief After Overtime**

45.1 Unless the Head of Service directs an employee to report for duty earlier, the employee must have a continuous period of eight hours, plus reasonable travelling time, off duty between ceasing overtime duty following normal duty one day, and commencing their next ordinary rostered shift.

45.2 An employee is entitled to be absent from duty, without loss of salary, until the employee has been off duty for a continuous period of eight hours plus reasonable travel time.

45.3 If an employee is required by the Head of Service to resume or continue ordinary work time without having had 8 consecutive hours off duty, plus reasonable travelling time, the employee must:

- (a) Be paid at 200% of the ordinary rate of pay rate until they are released from duty for that period; and
- (b) The employee will then be entitled to be absent until they have had 8 consecutive hours off duty plus reasonable travelling time, without loss of pay for any ordinary working time occurring during that absence.
- (c) In this clause, reasonable travelling time is considered to be 1 hour in total.

## **Section G - Pay Related Matters**

### **46. Salary Sacrifice Arrangements**

- 46.1 Voluntary access to salary sacrifice arrangements will be made available to employees in accordance with policies and guidelines issued by the Commissioner for Public Administration from time to time.
- 46.2 The employee will meet all costs incurred as a result of remuneration packaging under these provisions.
- 46.3 The employee's salary for superannuation purposes and severance and termination payments will be the gross salary that the employee would receive if not taking part in flexible remuneration packaging.
- 46.4 Changes to flexible remuneration packaging arrangements, including taxation changes, will not be a cause for further claims against the Head of Service.
- 46.5 The Head of Service will continue to provide appropriate information to employees concerning flexible remuneration packaging.

### **47. Attraction and Retention Incentive**

- 47.1 The Head of Service and the UFU recognise that in some special circumstances it may be necessary for the Fire Service to determine that an employee or group of employees who are bound by this Agreement and who occupy certain positions should have Attraction and Retention Incentives that may differ from some of the terms and conditions under this Agreement as specified in Annex B to this Agreement.
- 47.2 The agreed Framework under which Attraction and Retention Incentives may apply in the Fire Service during the life of this Agreement is set out in Annex B to this Agreement.

### **48. Supported Wage System**

- 48.1 Eligible employees are to be paid the percentage of salary that corresponds to their assessed productive capacity and the class of work which the person is performing, provided that the minimum amount payable is not to be less than 10% of the weekly salary of an FB1.
- 48.2 Assessment of productive capacity shall be by a representative of the Head of Service and a representative nominated by the employee or an accredited assessor, in consultation with the employee. The assessment will be recorded in an assessment instrument. The Head of Service will lodge agreed assessment instruments with the Industrial Registrar. Reviews of assessment of an employee's productive capacity will be conducted annually or earlier on reasonable request consistent with the supported wage system.

### **49. Salary Overpayments**

- 49.1 A salary overpayment is defined as any payment in respect of salary, allowance or leave, whether the overpayment is by accident or otherwise, to which the employee is not entitled.
- 49.2 In the event that an employee has received a salary overpayment, the ACTPS will recover the overpayment in accordance with this clause.

- 49.3 Where a salary overpayment has occurred, the Head of Service will advise the employee in writing, as soon as practicable, of the:
- (a) pay period(s) in which the overpayment occurred;
  - (b) nature of the overpayment;
  - (c) gross and net components of the overpayment;
  - (d) process for recovery of the overpayment; and
  - (e) proposed recovery rate.
- 49.4 The Head of Service and the employee will agree on a reasonable recovery rate having regard for all of the circumstances prior to any recovery being made. Where agreement cannot be reached clause 49.7 will apply.
- 49.5 Any such agreement may include recovery by the Head of Service:
- (a) as a lump sum; or
  - (b) by payroll deduction from salary.
- 49.6 In respect to recovery action it may be agreed with the employee to adjust their leave credits instead of, or in combination with, a cash recovery.
- 49.7 Where the Head of Service and the employee cannot agree on a reasonable recovery rate, the overpayment will be recovered at the rate of up to 10% of the employee's gross fortnightly salary, or such other rate determined by the Head of Service having regard for all of the circumstances.
- 49.8 Despite clauses 49.4 and 49.7, the recovery period will not usually exceed 26 pay periods.
- 49.9 Any outstanding money owing to the Head of Service when an employee ceases employment is to be recovered by deduction from any final entitlements payable to the employee. If a debt still exists further debt recovery action is to be taken by the Head of Service unless the Head of Service:
- (a) directs the recovery be waived, in part or in full, based on evidence provided by the employee of exceptional circumstances, or that such recovery would cause undue hardship; or
  - (b) determines that an overpayment is not recoverable.
- 49.10 Where the Head of Service determines that an overpayment is not recoverable, the provisions of the relevant Directorate General's Financial Instructions, relating to the waiver and write off of monies, will apply.

## **50. Salary Underpayments**

- 50.1 The Head of Service commits to paying employees their ordinary fortnightly salary on the appropriate payday. The Head of Service also commits to paying shift penalties, overtime payments and higher duties allowance within 2 pay periods of the appropriate authorisation having been received by the relevant corporate payroll area.
- 50.2 Where the Head of Service agrees that an employee has been underpaid on their base rate of salary, and the employee requests, an offline payment for the amount owing will be made to the employee within 3 working days of the Head of Service receiving the request.



- 50.3 Where a shift penalty, overtime payment or higher duties allowance is not made within 2 pay periods of the appropriate authorisation having been received by the relevant corporate area, and the employee requests, an offline payment for the amount owing will be made to the employee within 3 working days of the Head of Service receiving the request.

## Section H - Allowances

### 51. Adjustment of Allowances

- 51.1 Expense, disability and skill related allowances provided for in this Agreement are set out in Annex C.
- 51.2 The rates for all allowances provided for in this Agreement will be adjusted by the rate of increases in pay in accordance with clause 36.2.
- 51.3 Employees working part-time will receive disability and skill related allowances at a pro rata rate.
- 51.4 Employees working part-time who satisfy the requirements for payment of an expense-related allowance will receive the full amount of allowance or payment prescribed in Annex C.

### 52. Oncall Allowance

- 52.1 The Head of Service may direct employees in nominated positions or roles to be contactable and available to perform extra duty outside of their ordinary hours of duty subject to payment for being restricted or on call. In exceptional circumstances any employee may be directed to be on call.
- 52.2 Payment under this clause will be subject to the following:
- (a) The Head of Service gives prior written direction to the employee; or
  - (b) Where the circumstances did not permit prior direction, subsequent written approval is made by the Head of Service.
- 52.3 The provisions of clause 40 will not apply where an employee is recalled to duty whilst restricted.
- 52.4 An employee who is required to remain contactable and available to perform extra duty outside their ordinary hours of duty will be paid an allowance of:
- (a) 10 per cent of the employee's hourly rate for each hour restricted between normal rostered shifts or hours of work;
  - (b) 15 per cent of the employee's hourly rate for each hour restricted outside their normal roster block (days off);
  - (c) 20 per cent of the employee's hourly rate for each hour restricted on public holidays.
- 52.5 For the purposes of this clause, payment of the allowance at 52.4 to employees at or above FB5 will be capped at the relevant percentage of the hourly rate of an FB5.
- 52.6 An employee's salary for the purposes of calculation of payment under this clause will be the fortnightly composite wage as prescribed in Annex A to this Agreement, and include higher duties allowance and any other allowances in the nature of salary.

52.7 The hourly rate of payment will be ascertained by applying the following formula:

$$\frac{\text{Composite Wage} \\ \text{(plus allowances in the nature of salary)}}{86.3240} \times \% \text{ prescribed in clause 52.4}$$

52.8 The allowance at clause 52.2 is payable for each hour or part thereof an employee is restricted outside their ordinary hours of duty.

52.9 Payments will be made in addition to ordinary salary but will not count as salary for leave, superannuation or other related purposes.

52.10 No payment will be made under this clause for any period in which the employee does not remain contactable or hold themselves at the required degree of readiness to perform extra duty.

52.11 Where an employee who has been restricted in accordance with this clause is required to perform duty, but is not required to be recalled to the workplace, payment in accordance with the relevant overtime provisions will be made subject to a minimum payment of one hour.

52.12 Where an employee who has been restricted outside their normal hours is recalled to duty at the workplace, payment in accordance with the relevant overtime provisions will be made and will be subject to a minimum payment of three hours.

52.13 An employee performing duty or recalled to duty whilst in any restriction situation specified in this clause will not be required to work the full period of the minimum payment if the job the employee was undertaking is completed in a shorter period.

52.14 The minimum payment provisions will not apply where the recall is continuous with ordinary duty or another recall, or occurs prior to the expiration of a reasonable travelling time for the employee to return to their place of residence. For the purpose of this clause, reasonable travelling time to or from the employee's place of residence will mean 30 minutes.

52.15 In the event of subsequent duty or recalls, this clause will not act to provide more hours than the hours which would have applied had the employee remained on duty from the commencement of the first duty to expiration of for the second or subsequent duty.

52.16 A recall to duty on a public holiday or accrued day off will be paid at one and a half times ordinary rate for any period during the normal hours of duty for that day.

52.17 The restriction allowance is not payable for any period of time where overtime payments are made.

### **53. Rest relief for Restricted Situations**

53.1 Where an employee in a restricted situation under clause 52 is recalled to duty, the employee must, other than in exceptional circumstances, be given a genuine opportunity to have eight continuous hours sleep in the 24 hour period where there is a recall to duty.

53.2 In addition to the eight hours rest relief, the employee must be allowed reasonable time to travel to and from the employee's place of work.

- 53.3 If an employee is required by the Head of Service to resume or continue ordinary work time without having the rest relief as set out in clause 53.1, plus reasonable travelling time, the employee must:
- (a) be paid at 200% of the employee’s ordinary hourly rate of pay until the employee is released from duty for that period; and
  - (b) the employee will then be entitled to be absent until the employee has had eight consecutive hours off duty plus reasonable travelling time, without loss of pay for any ordinary working time occurring during that absence.
- 53.4 The Head of Service and the UFU acknowledge the need for appropriate roster management processes to enable the effective implementation of clause 53.1.
- 54. Travel and Transport Costs**
- 54.1 Employees are entitled to an allowance at the rate in Annex C when they are required to travel to a station other than their permanent station.
- 54.2 Under clause 54.1 the time spent travelling under this clause is not regarded as time worked.
- 54.3 Employees who, on completion of any 10/14 shift are required to continue duty (e.g. late fire call or other emergency) and due to the time of day/night are required to change their mode of transport home, will be provided with a taxi voucher or driven home by ACTF&R, subject to a maximum distance of 50 kilometres. Alternative transport or taxi voucher will be provided within 30 minutes of notifying the District Officer (FB 7).
- 54.4 If alternative transport cannot be provided overtime will be paid for the time reasonably taken to reach the employee’s residence subject to a limit of 1 hour.
- 54.5 An employee who reports for duty and is subsequently directed to another station for duty:
- 54.6
- (a) will not be entitled to the full allowance as provided for in clause 54.1, but will be paid 50% of the allowance set out in Annex C where they are not required to return to their permanent station at the end of their shift when performing ordinary duty; and
  - (b) either reimbursement of actual fares paid to travel, or the appropriate motor vehicle costs payable to ACT public sector employees, whichever applies, when performing ordinary or overtime duty.
- 54.7 A relieving employee will be regarded, for this clause, to be stationed at the station nearest to the employee’s home.

## **WORK-LIFE BALANCE**

### **Section I - Recognition of Work and Life Responsibilities**

#### **55. Work-Life Balance**

- 55.1 The Head of Service is committed to maintaining a healthy and safe work environment, supporting the health and wellbeing of its employees and assisting employees in balancing their work and personal roles and responsibilities.
- 55.2 This Agreement contains a range of provisions reflecting this commitment, in particular:
- (a) opportunities for employees to balance their work and life responsibilities
  - (b) provisions for enhanced leave entitlements
  - (c) flexible working arrangements
- 55.3 The Head of Service will continue to provide employees with access to independent, professional counselling through an employee assistance program to support them in addressing work and personal issues.
- 55.4 The Head of Service is committed to continuing to provide other forms of personal support to employees, such as arranging influenza and hepatitis vaccinations, nutrition and diet programs, eye sight testing and the purchase of spectacles, and arranging quit smoking programs in accordance with ACT Government and/or Fire Service policies and programs.

#### **56. Employees with Caring Responsibilities**

- 56.1 Carers are employees who provide, in addition to their normal family responsibilities, care and support on a regular basis to other family members or other persons who are sick or ageing, have an injury, have physical or mental illness or a disability.
- 56.2 Family members may include children, brothers or sisters, domestic partner, parents, grandparents and close relatives. In some cases, employees may be responsible for providing care to a neighbour or a friend who has no one to assist with day-to-day care.
- 56.3 The Head of Service recognises that carer responsibilities vary considerably, depending on the level of care and assistance required and may be suddenly imposed, or may increase gradually. It is also recognised that, generally, employees are able to provide care and assistance outside normal working hours. However, there are times they are required to provide more support or assistance because of illness, injury or disability.
- 56.4 To assist employees in balancing their work and carer responsibilities flexible working and leave arrangements are provided in this Agreement, which are subject to operational requirements of the organisation and are at the discretion of the Head of Service. Examples of these flexible arrangements include, but are not limited to:
- (a) Flexible starting and finishing times;
  - (b) Ability to take a few hours off work, and make it up later;
  - (c) Access to breast feeding facilities;
  - (d) Access to personal leave for caring purposes for members of immediate family or household;
  - (e) Home based work on a short or long term basis;

- (f) Part-time work and Job sharing;
- (g) Annual leave;
- (h) Long service leave ;
- (i) Leave without pay; and
- (j) Leave not provided for elsewhere.

56.5 Access to the leave entitlements listed in clause 56.4 are as provided for in this Agreement.

**57. Management of Excessive Hours**

57.1 The Head of Service and UFU recognise the importance of employees balancing work and personal life. The appropriate balance is a critical element in developing and maintaining healthy and productive workplaces. While it is acknowledged that peak workload periods may necessitate some extra hours being worked by some employees, this should be regarded as the exception rather than the rule.

57.2 The Head of Service and employees have a responsibility to minimise the extent to which excessive hours are worked. In the circumstances where work pressures result in the employee being required to work, or is likely to work, excessive hours over a significant period, the Head of Service and employee together must review workloads and priorities and determine appropriate strategies to address the situation. In doing so, the Head of Service will consider and implement one or more of the following strategies to reduce the amount of excessive hours being accumulated:

- (a) Review of workloads and priorities;
- (b) Re-allocation of resources;
- (c) Consideration of appropriate arrangements for time off in lieu or other recompense;  
and
- (d) Review staffing levels and/or classifications within the work group.

57.3 The Head of Service will consult with the UFU through the Local consultative Committee (LCC) about the development and implementation of appropriate strategies to deal with issues associated with both paid and unpaid overtime.

## **Section J - Flexible Working Arrangements**

### **58. Regular Part Time Employment**

58.1 Employees may apply to work on a part time roster. The following arrangements will apply:

- (a) Attendance will occur within the 10/14 roster with a regular attendance pattern throughout the year;
- (b) Approval for access to part time working arrangements will be contingent on sufficient operational staffing in full time equivalents as per clause 148. Part time employees will be allocated to the relief roster;
- (c) To be considered for part time work arrangements employees must have a minimum of 3 years operational experience in the Fire Service and be at a classification of FB 4 or higher.
- (d) Appropriate skill mix must be maintained on all platoons;
- (e) Movement to part time work arrangements is voluntary;
- (f) Employees on part time work arrangements accrue time at classification on a pro-rata basis;
- (g) If an employee on part time work arrangements is promoted to or within officer classifications (FB6-FB8) the employee must revert to full time employment for a period of not less than two years;
- (h) For safety reasons no part trained or part year persons will be employed under this agreement;
- (i) All part time work arrangements will be reviewed annually.

58.2 To ensure maintenance of their core and specialist skills, part time employees will be required to attend mandatory and specialist training regardless of their normal pattern of work. These hours of attendance will be paid as per clause 58.5.

58.3 Consideration for part time employment will take account of operational requirements, be within the approved part time roster at clause 147 and will depend on the number of employees seeking to work part time.

58.4 The Head of Service and UFU may agree to vary these arrangements.

58.5 Part time employees may be offered additional hours by the Head of Service. Additional hours will be paid at standard rates of pay for their substantive classification until they exceed 38 hours in one week. Hours worked in excess of 38 will be paid as overtime under clause 39.

### **59. Conversion to part-time Employment**

59.1 Subject to clause 58, a person may convert to part time employment at an agreed number of regular hours per week. A part time employee will work less than the ordinary weekly hours of work for a full time employee, and will receive, on a proportionate basis, equivalent pay and conditions to those of a full-time employee. Expense related allowances, will be paid in accordance with the relevant clauses of this Agreement.

59.2 Proposals for part-time employment may be initiated by the Head of Service for operational reasons, or by an employee for personal reasons.

59.3 The Head of Service will have regard to both the employee's personal reasons supporting the proposal, and to the operational requirements.

59.4 The written agreement of a full-time employee will be obtained before the employee converts to part-time, or varies part time hours.

59.5 No pressure will be exerted on full-time employees to convert to part-time employment or to transfer to another position to make way for part-time employment.

**60. Variation to Part-time Hours**

Proposals for a part-time employment arrangement to be varied may be initiated by the Head of Service for operational reasons or by an employee for personal reasons.

60.1 The employee may revert to full time employment at any time, subject to a one month notice period.

60.2 The Head of Service may cancel part time work arrangements for operational reasons at any time subject to a one month notice period.

60.3 No pressure will be exerted on an employee to vary their part-time employment or to transfer to another part-time position.

60.4 The pattern of attendance (days, hours, start and finish times) for part-time work will be agreed in writing between the employee and the Head of Service.

**61. Job Sharing**

61.1 Job sharing is only available to employees at or above FB4.

61.2 Employees working in a job sharing arrangement share one full-time position with each working part-time on a regular, continuing basis. Job sharing arrangements may be introduced by agreement between the Head of Service and the employees involved, subject to operational requirements.

61.3 An employee must request in writing permission to work in a job sharing arrangement. The Head of Service will agree to reasonable requests for regular job sharing arrangements, subject to operational requirements.

61.4 The pattern of hours for a job sharing arrangement will be agreed between the employees and the Head of Service. However, any attendance at an office-based worksite will be for no less than three consecutive hours and any attendance on 10/14 roster will be for a complete shift as described in clause 58.1.

61.5 The employee who is in a job sharing arrangement may revert to full-time employment before the expiry of the agreed period of job sharing if all parties to the arrangement agree. In the event that either employee ceases to participate in the job sharing arrangement, the arrangement will terminate.

**62. Permanent Part-Time Employment Following Maternity Leave, Primary Caregiver Leave or Parental Leave**

62.1 Subject to this clause, the Head of Service will approve an application by an employee employed on a full time basis who returns to work after leave following the birth or adoption of a child, to work on a part-time basis for a period of up to three years from the birth or adoption of the child.



- 62.2 The Head of Service will facilitate part time working arrangements for employees under this clause in non-rostered shiftwork roles.
- 62.3 Either the employee who accesses paid Primary Care Giver Leave under clause 74 or the mother who is entitled to and accesses paid maternity leave under clause 73 will be entitled to access permanent part-time employment as provided in clause 62.1.
- 62.4 The maximum aggregate period of part-time employment that may be approved for an officer under clause 62.1 is seven years.

**63. Individual Flexibility Arrangements**

- 63.1 The Head of Service and an individual employee may agree to vary the application of certain provisions of this Agreement to meet the genuine needs of the Agency and the individual employee (an individual flexibility arrangement).
- 63.2 The provisions that the Head of Service and the individual employee may agree to vary are:
- (a) Scheduling of meetings (clause 65)
- 63.3 The Head of Service must ensure that the terms of the individual flexibility arrangement:
- (a) are about matters that would be permitted if the arrangement were an enterprise agreement;
- (b) does not include a term that would be an unlawful term if the arrangement were an enterprise agreement; and
- (c) will result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.
- 63.4 The Head of Service must ensure that the individual flexibility arrangement:
- (a) identifies the clause of this Agreement that the Agency and the employee have agreed to vary;
- (b) sets out details of how the arrangement will vary the effect of the clause;
- (c) includes details of how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (d) states the day the arrangement commences.
- 63.5 An individual flexibility arrangement made under this clause must be genuinely agreed to by the Head of Service and the individual employee.
- 63.6 Except as provided in paragraph 63.7(b), an individual flexibility arrangement made under this clause must not include a provision that requires the individual flexibility arrangement to be approved, or consented to, by another person.
- 63.7 The Head of Service must ensure that an individual flexibility arrangement made under this clause must be in writing and signed:
- (a) in all cases - by the employee and the Head of Service; and
- (b) if the employee is under eighteen – by a parent or guardian of the employee.
- 63.8 The Head of Service must give the employee a copy of an individual flexibility arrangement made under this clause within fourteen days after it is agreed to.

63.9 The Head of Service or the employee may terminate the individual flexibility arrangement:

- (a) by giving written notice of no more than twenty eight days to the other party to the arrangement; or
- (b) if the Head of Service and the employee agree in writing – at any time.

The right to make an individual flexibility arrangement under this clause is in addition to, and is not intended to otherwise affect, the right of the Agency and an individual employee to make an agreement under any other provision of this Agreement.

## **Section K - Employee Support**

### **64. Employee Assistance Program**

64.1 The Head of Service will provide employees and their immediate families with access to an independent, confidential and professional counselling service at no cost to the employee.

### **65. Scheduling of Meetings**

65.1 To assist employees to meet their personal responsibilities, where possible, all meetings are to be scheduled at times that take into account those responsibilities.

### **66. Family Care Costs**

66.1 Where an employee is directed to work outside their regular pattern of work, the Head of Service will authorise reimbursement to the employee by receipt for some or all of the costs of additional family care arrangements.

### **67. Nursing Mothers**

67.1 Employees who are breastfeeding will be provided with the facilities and support necessary to enable them to combine a continuation of such breastfeeding with their employment.

67.2 Where practicable the Head of Service will establish and maintain a room for nursing mothers. Where there is no room available an appropriate space may be used.

67.3 Up to one hour paid lactation breaks per day/shift will be available for nursing mothers.

## Section L – Leave

### 68. Personal Leave

68.1 Paid personal leave is available to an employee when the employee is absent due to any of the following:

- (a) Absence due to personal illness or injury (sick leave);
- (b) Absence where an employee is required to care for a member of the employee's immediate family or household who is sick (carer's leave); or because of bereavement on the death of an immediate family member or household member (compassionate leave); and
- (c) Leave in special circumstances.

68.2 The entitlements and eligibility requirements for personal leave in the Public Sector Management Standards will apply except where varied under this clause.

68.3 The provisions for war service sick leave, as set out in the PSM Standards, will continue to apply.

#### Personal leave – Entitlement and Accrual

68.4 The amount of personal leave to which an employee is entitled is as follows:

On commencement	144 hours
On the completion of twelve months service and each subsequent year	144 hours

68.5 Employees who convert to part-time employment will receive personal leave on a pro rata basis based on the employee's prescribed weekly hours of duty on his/her accrual date.

68.6 On appointment under the PSM Act, employees will have any personal leave credit, with an organisation that is recognised for prior service purposes, added to their personal leave credit. In order to be recognised for personal leave purposes the previous service must have terminated no more than two months prior to the appointment. On the employee's normal accrual date, the employee will then receive personal leave in accordance with clause 68.4.

68.7 Personal leave is cumulative.

- (a) Absences which do not count for service totalling more than 30 calendar days defer the next accrual by 1 day for each day's absence.

68.8 If previous service with an approved organisation is recognised as service which counts towards the accrual of personal leave under the mobility provisions of the PSM Standards, the date on which personal leave accrues can be varied to reflect a previous accrual date.

Any personal leave taken must be deducted from the employee's credit.

#### Daily Accrual implementation

- 68.9 The ACTPS will move to daily accrual of personal leave as soon as the HR system can be reconfigured. The Employer will consult with employees and the UFU to facilitate the transition to daily accrual. This consultation will occur prior to the reconfiguration of the HR system.
- 68.10 Following the implementation of daily accrual, employees will receive personal leave in accordance with the following formula:
- (A x B x D) / C = total hours of leave accrued per day, where:  
 A = 40 hours (or pro-rata for part-time employees); and  
 B = one where the day counts as service or zero where the day does not count as service;  
 C = number of calendar days in the year; and  
 D = number of weeks of personal leave an employee is entitled to a year (i.e. 3.6 weeks).
- 68.11 The accrual calculated in clause 68.10 will be credited to the employee progressively on a fortnightly basis.
- 68.12 Annual accruals, subclause 68.7 (a), and anticipation of personal leave under clause 68.24, will cease to operate when daily accrual is implemented.

#### Granting of Personal Leave

- 68.13 The Head of Service may grant personal leave with pay, subject to available credits, for a period of absence when the employee applies for personal leave due to personal illness or injury or for the care of a member of the employee's immediate family or household who is sick and, subject to clause 68.20, produces a medical certificate.
- 68.14 When taking personal leave the employee must notify Comcen at the earliest opportunity prior to scheduled commencement of duty, unless he or she has good reason for not doing so.
- 68.15 Personal leave must not be granted where the absence is associated with the misconduct of the employee, or where there is not sufficient cause. In cases of misconduct or insufficient cause, the Head of Service may determine that the absence does not count as service for any purpose.
- 68.16 An employee cannot access paid personal leave while on paid maternity leave or primary care giver's leave, but can apply for personal leave during unpaid maternity leave or parental leave.

#### Documentary Evidence

- 68.17 The Head of Service may, with reasonable cause, request a medical certificate for any absence at the time of notification of the absence.
- 68.18 The notification must include:
- (a) the reason for the absence; and
  - (b) how long the employee expects to be away from work.
- 68.19 The employee must, if required by the Head of Service, establish by the production of a medical certificate or statutory declaration that the employee was unable to work because of injury or personal illness.
- 68.20 The Head of Service will accept medical evidence in accordance with section 352 of the FW Act and Division 5 Part 3.01 Temporary Absence – illness or injury, of the Fair Work Regulations 2009

- 68.21 If documentary evidence is not produced when an employee applies for leave for personal illness or injury, or for the care of a member of the employee's immediate family or household who is sick, the Head of Service may grant personal leave up to 3 consecutive shifts with pay, to a maximum of 7 shifts in any accrual year. Absences in excess of 3 consecutive shifts, or 7 shifts in any accrual year are unauthorised and will be without pay.
- 68.22 Where there is a pattern of systematic and regular use of personal leave that is not supported by medical evidence, the Head of Service may request medical evidence for future absences that fall in accordance with that pattern.
- 68.23 In addition to the provisions contained in sections 405, 406 and 484 of the Public Sector Management Standards, the Head of Service may refer an employee for a medical examination by a nominated medical practitioner at any time. This may be for reasons including but not limited to:
- (a) Where the Head of Service, is concerned for the wellbeing of an employee and considers that the health of the employee is affecting their ability to adequately perform their duties; or
  - (b) Where the Head of Service considers the documentary evidence supplied for absences due to personal illness or injury is inadequate.

#### **Arrangements Where an Employee Has Exhausted Their Personal Leave Credit**

- 68.24 Despite clause 68.25, the Head of Service may allow an employee, in the first 10 years of service, when the employee provides documentary evidence that the employee has a personal illness or injury, to anticipate one year's personal leave accrual where all full pay credits are exhausted.
- 68.25 The head of service may, when a personal illness or injury poses a serious threat to the employee's life, grant an officer an additional period of paid personal leave for personal illness or injury. This leave may be at either full or half pay. Such leave will not be granted if the absence is due to a condition for which the officer is receiving compensation under the Safety, Rehabilitation and Compensation Act 1988.
- 68.26 Where paid credits have been exhausted, the Head of Service may approve personal leave without pay for personal illness or injury or for the care of a member of the employee's immediate family or household who is sick. Unpaid personal leave will count as service for all purposes.
- 68.27 If an ill employee exhausts their paid personal leave entitlement and produces documentary evidence of continuing personal illness or injury, the employee may apply to the Head of Service for approval to take recreation leave or long service leave. If approved, this leave will not break the continuity of the 52 weeks under clause 68.28.

#### **Maximum Period of Absence on Personal Leave**

- 68.28 The maximum continuous period for which paid leave for personal illness or injury may be granted is 52 weeks. The maximum continuous period for which paid and unpaid leave for personal illness or injury may be granted is 78 weeks. Subject to the production of satisfactory documentary evidence, further absence beyond the 78 weeks due to personal illness or injury must be granted as leave without pay not to count as service for any purpose.

- 68.29 There is no restriction on the amount of personal leave up to the available credit able to be used and approved in relation to the care of a member of an employee’s immediate family or household who is sick.

#### **Personal Leave in Extraordinary Circumstances**

- 68.30 Subject to clause 68.31 and 68.32, the Head of Service may approve personal leave other than for personal illness, or the care of a member of the immediate family or household who is sick, in special circumstances. Special circumstances cover extraordinary or unforeseen circumstances where it is essential that the employee have leave from the workplace. In these special circumstances, reasonable evidence may be required by the manager.

- 68.31 While personal leave in special circumstances does not require documentary evidence, such leave may require a form of reasonable evidence provided to the Head of Service when requesting this leave.

- 68.32 A maximum of 4 shifts leave in special circumstances may be approved within an accrual year. These 4 shifts are in addition to the 7 shifts personal leave without documentary evidence that may be granted under clause 68.20 Any paid leave in special circumstances granted under this clause will be deducted from the employee’s personal leave credit.

- 68.33 Where an employee who is eligible for sick leave produces medical evidence to the effect that he/she has been incapacitated for a period of:

- (a) one day or more whilst on recreation or annual leave; or
- (b) one day or more whilst on long service leave,

the Head of Service will re-credit the employee with an equivalent period of recreation or long service leave as the case may be.

- 68.34 Where payment has been made for sick leave under 68.4 to an employee whose sick leave entitlement previously had been exhausted or whose sick leave has not been established the Head of Service may deduct the amount overpaid from the salary of the employee.

#### **Infectious diseases circumstances**

- 68.35 Where an employee is prevented from attending for duty under the *Public Health Act 1997*, the head of service may grant that employee personal leave during that period.

- 68.36 The employee may also apply for the absence or a part of it to be deducted from their annual leave credit.

#### **69. Make up pay**

- 69.1 When incapacity from work is due to a cause that would entitle an employee to payment of workers’ compensation, the Head of Service will pay the difference between the amount of the workers’ compensation payment and full pay. The provisions of the clause will not affect the employee’s entitlement to sick leave arising from ordinary illness.

- 69.2 The term full pay, for the purpose of this clause, will mean the amount an employee would have normally earned, including rostered average overtime, had he/she been on duty.

#### **70. Compassionate Leave**

- 70.1 Compassionate leave with pay applies from the first day of service and counts as service for all purposes.

- 70.2 Employees are entitled to up to five shifts leave (non-cumulative) on each occasion of a death of a member of the employee’s immediate family or household; and on the death of an employee's parent, parent of domestic partner, foster parent, step-parent, step sibling, guardian or foster child.
- 70.3 Employees are entitled to up to two days of compassionate leave on each occasion of personal illness or injury of a member of the employee’s immediate family or household that poses a serious threat to the person’s life. The head of service may grant an additional paid or unpaid period of compassionate leave for this purpose.
- 70.4 Proof of bereavement and relationship must be provided if requested.
- 70.5 Compassionate leave granted of at least one day whilst on another type of leave will result in the re-crediting of that leave.
- 70.6 Further paid or unpaid compassionate leave, in addition to clause 70.2, may be granted if considered appropriate by the Head of Service.

## **71. Annual Leave**

### Entitlement to Annual Leave

- 71.1 Employees working rostered shift work are entitled to 392 hours leave annually for each full year worked. This leave includes 90 hours time off in lieu (TOIL) in line with clause 31. Where less than a full year is worked, employees are entitled to leave on a pro-rata basis.
- 71.2 365 hours of this leave will be taken as rostered annual leave. The remaining leave is available as discretionary recreation leave on application from the employee.
- 71.3 Access to discretionary recreation leave will be subject to available staffing and operational requirements at the time of application.
- 71.4 Employees on day work are entitled to 216 hours leave annually for each full year worked. Where less than a full year is worked, employees are entitled to leave on a pro-rata basis.
- 71.5 Recreation leave may also be granted for periods up to four hours.
- 71.6 The Head of Service will, if the requirements of the Fire Service so permit, allow each employee to take their recreation leave at a time convenient to that employee.
- 71.7 Employees on part time work arrangements will accrue a pro-rata credit based on the number of part-time hours worked.
- 71.8 Unauthorized absence will not contribute to the annual leave credit.

### Cashing out of Annual Leave

- 71.9 An employee may cash out leave credits where that credit has exceeded 384 hours subject to the following:
- (a) the employee providing the Head of Service with a written election to do so;
  - (b) the Head of Service authorising the election; and
  - (c) the employee having a minimum balance of 384 hours combined annual/recreation leave after cashing out excess leave credits.



- 71.10 An employee may only cash out leave in accordance with clause 71.9 once during each twelve-month period.

Payment on Separation

- 71.11 Employees will receive payment in lieu of any unused leave entitlement on separation from the ACT Public Service

**72. Long Service Leave**

- 72.1 The eligibility requirements and entitlements for long service leave under the PSM Act and PSM Standards apply subject to the provisions of this clause.
- 72.2 The Head of Service may grant long service leave to an employee to the extent of that employee's pro-rata long service leave credits after seven years eligible service.

Entitlement to long service leave

- 72.3 All employees will accrue 3 calendar months long service leave at full pay after the completion of 10 years service.
- 72.4 Any employee employed by the ACT Fire Brigade between 25 November 1974 and 26 May 1978 will accrue 15 calendar days long service per year for each year's service after 10 years service.
- 72.5 Any employee employed by the ACT Fire Brigade between 25 November 1974 and 26 May 1978 who was immediately prior to their appointment employed by the NSW Board of Fire Commissioners will have their service with the NSW Board of Fire Commissioners counted as service for the determination of long service.
- 72.6 All other employees will accrue 9 calendar days long service leave for each years service after 10 years service
- 72.7 The Head of Service and employees recognise and accept their mutual responsibility to encourage utilisation of long service leave.
- 72.8 Long service leave may be taken on double, full or half pay when approved by the Head of Service and subject to operational requirements, with credits to be deducted on the same basis.
- 72.9 Having considered his or her work-life balance, an employee may, in writing, request the approval of the Head of Service to the partial or full payment in lieu of their accrued leave credit. The payment in lieu will be based on the rate of pay the employee would have received had the employee taken the leave at the time the application was made. If the employee is on higher duties, payment at the higher duties rate will only be approved if the higher duties would have continued for an equivalent period of leave.

Proportional leave on retirement/death/termination

- 72.10 Where the services of an employee with at least one year service and less than ten years service are terminated by the Head of Service for any reason or by reason of the death of the employee, the employee will be entitled to payment to the extent of their pro-rata entitlement
- 72.11 In the event of the death of an employee, the monetary value of long service leave due to him/her will be paid to such of his/her dependants as the Head of Service determines.

- 72.12 Employees who choose to resign from the Fire Service will receive payment in lieu of any pro-rata long service leave entitlements they may have after 7 years eligible service.
- 72.13 In the event of the termination of the employment of the employee, otherwise than by his/her death, where an entitlement exists the monetary value of long service leave, if any, due to him/her will be paid to the employee.
- Granting of long service leave
- 72.14 Long service leave may be taken for any period up to the accrued credit providing the minimum period that may be taken is 5 calendar days.
- 72.15 Subject to clause 72.16, long service leave may be granted as such leave becomes due or at any time thereafter; provided that if so required notice in writing of the intention to take such leave will be given to the Head of Service by the employee concerned at least 30 days before the date on which the employee desires that such leave should commence.
- 72.16 The Head of Service will grant long service leave to up to 2 firefighters and one officer per platoon or up to 2 employees among those on day work for a concurrent period. Subject to this requirement, any approval of applications by an employee to take long service leave will be at the discretion of the Head of Service.
- 72.17 If the Head of Service does not approve an application by an employee for long service leave, the Head of Service will consult with the employee to determine a mutually convenient alternative time (or times) for the employee to take the leave.

### **73. Paid Maternity Leave**

- 73.1 The eligibility requirements and entitlements for maternity leave under the PSM Act and Standards apply subject to the provisions of this clause.
- 73.2 Where sections 168 and 170 of the PSM Act apply, employees are entitled to 18 weeks paid maternity leave.
- 73.3 Employees may spread the payments for the 18 week paid maternity leave absence over a 36 week period at half pay. The additional period of paid maternity leave will count as service for all purposes.
- 73.4 The Head of Service may approve, subject to a medical certificate, an employee taking paid maternity leave in a non-continuous manner, provided any other form of paid leave will not be approved until the employee has used all of their paid maternity leave entitlement.
- 73.5 The entitlement to 18 weeks paid maternity leave, or to 36 weeks paid maternity leave at half pay, may be taken in any combination subject to the requirements in section 173 of the PSM Act on the production of a medical certificate on the fitness for duty.
- 73.6 Entitlements under this clause do not extend the maximum period of paid and unpaid maternity leave available.

### **74. Paid Primary Care Giver Leave**

- 74.1 Where an employee, other than an employee entitled to paid maternity leave under clause 73, demonstrates that they are the primary care giver of a new born or adopted child, then, subject to clause 74.4, the provisions of clause 73 will apply.

Example 1: The primary care giver may be the father of the child.

Example 2: The primary care giver may be the domestic partner of the mother.

- 74.2 The granting of leave under this clause is subject to the employee providing the appropriate evidence concerning the reasons for and circumstances under which the leave application is made, which may include, where relevant:
- (a) A medical certificate relating to the expected date of birth of a child; or
  - (b) Documents from an adoption authority concerning the proposed adoption of a child; and
  - (c) Details of leave being taken by the employee’s domestic partner.
- 74.3 For the purposes of this clause a newborn is considered to be a baby of up to 14 weeks old. For an adopted child, primary care giver leave may commence from the date the employee assumes responsibility for the child but not after 14 weeks of the adoption. In extenuating circumstances, the Head of Service may approve paid primary care giver leave when a newborn is more than 14 weeks old.
- 74.4 The total combined entitlement under this clause and clause 73 and equivalent clauses in any other ACTPS collective agreement is 18 weeks of paid leave in relation to each particular birth or adoption, which may be taken in any combination by the primary care giver provided that the mother and the other employee entitled to primary care giver leave do not take these forms of paid leave concurrently.
- 74.5 This clause is subject to the requirements of section 173 of the PSM Act on the production of a medical certificate on the fitness for duty of the mother where these requirements are relevant.
- 74.6 Entitlements under this clause do not extend the maximum period of parental leave available.
- 75. Paid Bonding Leave**
- 75.1 An employee is entitled to paid bonding leave for as many shifts as are required to provide 14 consecutive calendar days for bonding purposes, at the time of the birth or adoption of a child by the domestic partner.
- 75.2 An employee is also entitled to take as many shifts on personal leave as are required to give an additional 7 consecutive calendar days leave for bonding purposes.
- 75.3 The maximum combined entitlement for bonding leave is 21 consecutive calendar days from the birth date or adoption of a child by the domestic partner.
- 75.4 Where an employee’s domestic partner is also an employee, this leave may be taken concurrently with the domestic partner receiving paid maternity or paid primary care giver’s leave.

**76. Unpaid Parental Leave**

- 76.1 In addition to the provisions for paid maternity leave and paid primary care giver's leave as set out in clauses 73 and 74, employees are entitled to unpaid Parental Leave. This clause should be read in conjunction with the PSM Standards.
- 76.2 Parental leave is without pay and does not count as service.
- 76.3 An employee will, on application, be granted unpaid leave for a period of up to three years following the birth or adoption of a child. This will include any period of paid or unpaid maternity leave.
- 76.4 An application by an employee for unpaid leave under 76.1 in addition to paid or unpaid maternity leave will only be approved where the employee agrees to be placed on the Head of Service's unattached list.
- 76.5 Either parent may be granted unpaid parental leave if both are employees in the Fire Service but the leave may not be taken concurrently.
- 76.6 The maximum aggregate unpaid parental leave that may be approved for an employee under this clause is seven years.

**Use of other forms of leave whilst on unpaid Parental Leave**

- 76.7 An employee on unpaid parental leave may access annual leave and long service leave on full or half pay.

**77. Returning to work after a period of parental leave**

- 77.1 An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- 77.2 An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 127, the employee will be entitled to return to the position they held immediately before such transfer.
- 77.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

**78. Leave For Service With Other Agencies**

- 78.1 The Head of Service may make an employee available to an organisation of a State or the Northern Territory or other government agency.
- 78.2 Where, under clause 78.1 the Head of Service makes an employee available, the Head of Service may grant the employee leave of absence for the period for which the employee is so made available on such terms and conditions as the Head of Service approves.
- 78.3 An employee will not be made available under clause 78.1 for a continuous period exceeding 3 years.
- 78.4 A period during which an employee is absent on leave granted under clause 78.2 forms part of the employee's period of service as an employee.

**79. Adoption or Permanent Care Leave*****Purpose***

- 79.1 Adoption or Permanent Care leave is available to employees to enable them to be absent from duty to:
- (a) care for and bond with an adopted child or a child for whom the employee has a permanent caring responsibility, including kinship arrangements, until the child turns eighteen; and
  - (b) support the protection of the family and children under the Human Rights Act 2004 and the Children and Young People Act 2008.

***Eligibility***

- 79.2 Paid adoption or permanent care leave is available to employees other than casual employees who are the primary care giver of an adopted child or a child for whom the employee has a permanent caring responsibility until the child turns eighteen.
- 79.3 An employee who has completed at least twelve months continuous service, including recognised prior service, is eligible for adoption or permanent care leave.
- 79.4 An employee who is eligible for paid primary care giver leave is not eligible for adoption or permanent care leave.
- 79.5 An employee who completes twelve months of continuous service within eighteen weeks of becoming the primary care giver for an adopted child or a child for whom the employee has a permanent caring responsibility is eligible for adoption or permanent care leave for the period between completing twelve months of qualifying service and the end of the first eighteen weeks of becoming the primary care giver of the child.

***Entitlement***

- 79.6 An eligible employee is entitled to eighteen weeks of paid leave in relation to each occasion of adoption or commencement of a permanent caring responsibility.
- 79.7 A casual employee is entitled to unpaid pre-adoption leave in accordance with the provisions of the National Employment Standards.
- 79.8 To avoid doubt, the entitlement under sub-clause 79.6 does not increase when the adoption or permanent caring responsibility involves more than one child at the time of application.
- 79.9 Adoption and permanent care leave is non-cumulative.
- 79.10 An employee is entitled to return to work in accordance with the provisions in the National Employment Standards.

***Evidence and Conditions***

- 79.11 An employee should discuss with their manager/supervisor, as soon practicable, their intention to be absent on adoption or permanent carer leave.

- 79.12 An employee must make an application to the head of service to access their adoption or permanent care leave.
- 79.13 The employee must provide the head of service with appropriate evidence concerning the reasons for and circumstances under which the adoption or permanent care leave application is made, which may include:
- (a) documents from an adoption authority concerning the adoption; or
  - (b) an authorisation as a kinship carer made under the Children and Young Peoples Act 2008.
- 79.14 In all cases details of leave being taken by the employee’s domestic partner must be provided.
- 79.15 Leave under this clause will not be approved for employees in circumstances where the child has lived continuously with the employee for a period of six months or more at the date of placement or in cases where the child is a child of the employee or employee’s spouse or de facto partner.
- 79.16 Before granting leave the head of service must be satisfied that the employee demonstrates that they are the primary care giver.

Example 1: The primary care giver may be the adoptive mother or father of the child.

Example 2: The primary care giver may be authorised as a permanent kinship carer in the initial six months of the child’s placement with them.

- 79.17 Adoption or permanent care leave may commence up to one week prior to the date the employee assumes permanent caring responsibility for the child but not later than the formal commencement of the adoption or permanent caring responsibility, unless exceptional circumstances apply.
- 79.18 In all cases, the child(ren) must be under the age of eighteen at the date the employee assumes permanent responsibility for the child for leave to be approved.

#### ***Rate of Payment***

- 79.19 Adoption or permanent care leave will be granted with pay, except for unpaid pre-adoption leave for casual employees.
- 79.20 The rate of payment to be paid to the employee during a paid period of adoption or permanent care leave is the same rate as would be paid if the employee was granted personal leave.
- 79.21 Despite sub-clause 79.20 where an employee varies their ordinary hours of work, either from part time to full time, from part time to different part time, or from full time to part time, during the twelve month period directly preceding adoption or permanent caring leave, the rate of payment for the paid component of their adoption or permanent care leave, which will be capped at full time rates, will be calculated by using the average of their ordinary hours of work, excluding any periods of leave without pay, for the twelve month period immediately before the period of adoption or permanent care leave commences.
- 79.22 To avoid doubt, an employee’s status and all other entitlements remain unaltered by the operation of sub-clause 79.21.

- 79.23 Leave may be granted in any combination of full or half pay, with credits to be deducted on the same basis. The maximum paid period is up to thirty six weeks at half pay.

***Effect on Other Entitlements***

- 79.24 Paid adoption or permanent care leave will count as service for all purposes.
- 79.25 Public holidays for which the employee would otherwise have been entitled to payment that fall during periods of absence on adoption or permanent care leave will not be paid as a normal public holiday.

***Access to Other Leave Entitlements***

- 79.26 Adoption or permanent care leave does not extend the maximum period of unpaid parental leave available to an employee.

**80. Foster and Short Term Care Leave**

***Purpose***

- 80.1 Foster and Short Term Care leave is available to employees to enable them to be absent from duty to:
- (a) care for a child in an emergency or other short term out of home care placement, including kinship arrangements, that has not been determined to be permanent; and
  - (b) support the protection of the family and children under the Human Rights Act 2004 and the Children and Young People Act 2008.

**Eligibility**

- 80.2 Foster and Short Term Care leave is available to employees other than casual employees who are the primary care giver of a child in an emergency or other out of home care placement that has not been determined as permanent.
- 80.3 An employee who has completed at least twelve months continuous service, including recognised prior service, is eligible for Foster and Short Term Care leave.

**Entitlement**

- 80.4 An eligible employee will be entitled to a period of paid leave proportionate to the duration of the caring arrangement per application and up to a maximum of ten working days/shifts per calendar year.

Example 1: An emergency care placement of 48 hours will entitle an employee to up to two days/shifts of leave.

Example 2: A short term care placement of up to two years' duration will entitle an employee to up to ten working days/shifts of leave.

- 80.5 Where the duration of the existing arrangement is subsequently altered, for example, a change from an emergency placement to a short term placement, the employee may, subject to further application and approval, have their leave extended up to a maximum period of ten working days/shifts.
- 80.6 An eligible employee will be entitled to paid leave as per sub-clause 80.4 to undertake accreditation towards an enduring parental authority to care for the child(ren) to whom the current short term caring arrangement applies.
- 80.7 The entitlement under sub-clause 80.4 does not increase when the short term caring arrangement involves more than one child at the time of application.
- 80.8 Foster and Short Term Care leave is non-cumulative.
- 80.9 Where an employee exhausts their paid leave entitlement under this clause the employee may seek approval for further unpaid leave.

**Evidence and Conditions**

- 80.10 An employee should discuss with their manager/supervisor, as soon practicable, their intention to be absent on Foster and Short Term Care leave.
- 80.11 An employee must make an application, as soon as practicable, to the head of service to access their Foster and Short Term Care leave.
- 80.12 The employee must provide the head of service with appropriate evidence concerning the reasons for and circumstances under which each Foster and Short Term Care leave application is made, which may include:
- (a) documents relating to current and previous court orders granting responsibility for a foster child; or
  - (b) documents from a registered health professional or registered medical professional.



***Rate of Payment***

- 80.13 Foster and Short Term Care leave will be granted with pay or without pay.
- 80.14 The rate of payment during absence on a period of paid Foster and Short Term Care leave is the same rate as would be paid if the employee was granted personal leave.
- 80.15 The approved leave period may be taken at full pay in a single block or as single or part days.

***Effect on Other Entitlements***

- 80.16 Paid Foster and Short Term Care leave will count as service for all purposes and unpaid Foster and Short Term Care leave will not count as service for any purposes but will not break continuity of service.
- 80.17 Public holidays for which the employee is entitled to payment that fall during periods of absence on paid Foster and Short Term Care leave will be paid as a normal public holiday and will not be considered to be Foster and Short Term Care leave.

***Access to Other Leave Entitlements***

- 80.18 An eligible employee will be required to have exhausted their entitlement under this leave clause before accessing their personal leave credit to care for a child, for whom they are responsible under a short term caring arrangement, who is ill or injured.

**81. Leave for Domestic Violence Purposes*****Purpose***

- 81.1 Leave for domestic violence purposes is available to employees who are experiencing domestic violence to allow them to be absent from the workplace to attend counselling appointments, legal proceedings and other activities related to, and as a consequence of, domestic violence.
- 81.2 Domestic violence is defined in the Dictionary.

***Eligibility***

- 81.3 Leave for domestic violence purposes is available to all employees with the exception of casual employees.
- 81.4 Casual employees are entitled to access leave without pay for domestic violence purposes.

***Entitlement***

- 81.5 An employee experiencing domestic violence will have access up to a maximum of 20 days/shifts per calendar year paid leave, subject to the provision of appropriate evidence. Leave for domestic violence purposes is non-accumulative.
- 81.6 Leave for domestic violence purposes is in addition to other leave entitlements and is not to be used as a substitute for personal leave. However, where supporting evidence is not immediately available the head or service will, grant paid leave under clause 68.30 of this Agreement (Personal Leave in Extraordinary and Unforeseen Circumstances), subject to available credit. If the employee subsequently produces supporting evidence, the personal leave will be re-credited and the leave taken will be converted to leave for domestic violence purposes.

81.7 Leave for domestic violence purposes is to be used to:

- attend appropriate medical appointments for referral to other appropriate counselling or support services;
- obtain legal advice;
- attend counselling appointments;
- seek assistance from other relevant support services;
- attend court proceedings;
- attend prosecution appointments;
- attend police appointments;

or to access:

- alternative accommodation;
- alternative childcare or schooling for children;

the need for which is as a consequence of domestic violence occurring.

81.8 Leave for domestic violence purposes may be taken as consecutive or single days, or as part days.

81.9 For confidentiality and privacy reasons leave for domestic violence purposes will be attributed as coming under “where leave cannot be granted under any other provision” which is included and identified within “Other Leave Types” in Annex D of this Agreement.

***Evidence and Conditions***

81.10 Employees wishing to access leave for domestic violence purposes should discuss making an application with their manager/supervisor or an appropriate HR Manager as soon as reasonably practical.

81.11 As a general rule, a leave application should be submitted by an employee for approval by the head of service before the commencement of the leave. However, retrospective applications may be approved provided that appropriate evidence is provided as soon as reasonably practicable upon the employee’s return to the workplace.

81.12 Evidence of the occurrence of domestic violence will be required to access leave for domestic violence purposes.

Evidence may include:

- a document issued by the Police;
- a written referral, issued by a registered medical practitioner or registered nurse, to a counsellor trained in providing support in domestic violence situations;
- a document issued by a Court, or a counsellor trained in providing support to people experiencing the effects of domestic violence;
- written confirmation from an Employee Assistance Program provider or from a domestic violence support service that the employee is experiencing domestic violence issues;

81.13 Managers are to keep all information concerning the leave application strictly confidential. This includes, after sighting any supporting documentation, returning that documentation to the employee.

**Rate of Payment**

- 81.14 Leave for domestic violence purposes is granted with pay. Casual employees are entitled to access leave without pay for domestic violence purposes.
- 81.15 Leave for domestic violence purposes will not be granted at half pay, unless there are extenuating circumstances.

**Effect on Other Entitlements**

- 81.16 Leave with pay for domestic violence purposes will count as service for all purposes. Leave without pay for domestic violence purposes will not count as service for any purpose, but will not break an employee's continuity of service.

**Access to Other Leave Entitlements**

- 81.17 Where leave for domestic violence purposes credits have been exhausted the head of service may grant an employee leave without pay or other forms of paid leave, such as annual leave or long service leave.
- 81.18 Employees should utilise personal leave for an illness or injury, or to seek treatment for an illness or injury, caused by domestic violence.
- 81.19 Leave entitlements under clause 68.30 of this Agreement (Personal Leave in Extraordinary and Unforeseen Circumstances) may be used by an employee who is seeking leave to support a person who is experiencing domestic violence.

**Further Consideration**

- 81.20 The head of service and unions covered by this Agreement, agree to examine options to deal with the work-related consequences for employees who are victims of sexual assault in instances that occur outside the confines of a domestic relationship. Consultation with subject matter experts and interested stakeholders will be undertaken with a view to developing an ACTPS-wide policy that may provide for additional entitlements for ACTPS employees in such circumstances. The Chief Minister and Treasury Directorate will commence this work in consultation with ACTPS workplace unions not later than six months from the commencement of this Agreement.

**82. Other Leave**

- 82.1 Other leave may be approved by the Head of Service, with or without pay, depending on the purpose of the leave.
- 82.2 Other leave provisions are set out in Annex D to this Agreement.

**83. Public Holidays**

- 83.1 Employees on Day Work observe the following public holidays without loss of pay:

The days observed as New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Sovereign's Birthday, Eight Hours Day (Labour Day), Christmas Day and Boxing Day and any other day which may be declared a Public Holiday in the Australian Capital Territory under the ACT Holidays Act.

- 83.2 Employees on 10/14 Roster In the case of a special public holiday gazetted for the ACT an employee will be credited with ten hours recreation leave if rostered on leave or on day shift,

or fourteen hours leave if rostered on a night shift (referred to in clause 31.1) commencing on the day of the public holiday.

83.3 Christmas Close Down provisions in the PSMA Standards will not apply.

**84. Daylight Saving Arrangements**

84.1 During the changes to and from Australian Eastern Standard Time and Australian Eastern Daylight Time employees will be paid by the clock, with the exception of overtime arrangements which will be paid according to the hours actually worked. This means that at the beginning of daylight saving employees working an overnight shift will work one hour less but will still be paid for the full shift, and when daylight saving ends employees will work for an extra hour but will be paid according to the clock.

## PERFORMANCE CULTURE

### Section M – Learning and Development

#### 85. Commitment to a Performance Culture

85.1 The Head of Service and the UFU are committed to developing a performance culture that promotes an ethical working environment that is respected by managers and employees. This commitment recognises and rewards employees for their contribution towards the achievement of the Head of Service's objectives but does not permit the inclusion of performance pay.

#### 86. Purpose and Principle Objectives

86.1 The purpose of performance management is to emphasise the relationship between corporate, team and individual responsibilities and performance and to align individual, team and organisational objectives and results.

#### 87. Performance Management Schemes

- 87.1 The Head of Service and UFU agree to implement a performance management scheme. Implementation of the scheme will commence by the application of the scheme to employees at FB 7 and FB 8 and then progressively through to FB 2. The scheme will be monitored by the LCC.
- 87.2 The Head of Service and UFU will jointly review any proposed Directorate performance management scheme and its application within the Fire Service. Where necessary, the scheme may be modified to reflect any specialist requirements of the Fire Service.
- 87.3 All employees, except those on probation, will participate in the Performance Feedback and/or Personal Development Scheme introduced by the Head of Service. The Head of Service will consult with employees and the UFU on any proposed performance management scheme.
- 87.4 Processes will be implemented to ensure all employees have regular opportunities to discuss their career aspirations, plans and training needs with their supervisor.
- 87.5 The performance management scheme must be applied in accordance with the principles of natural justice and procedural fairness and in a manner that promotes the values and general principles of the Fire Service and the Head of Service.
- 87.6 The Head of Service and the UFU will consult on any proposed changes to performance management schemes in the Fire Service.

#### 88. Reward and Recognition

- 88.1 The Head of Service is committed to achieving an environment where employees feel valued for the contribution they make to achieving organisational goals. The most effective form of recognition is timely and appropriate feedback.
- 88.2 The Head of Service and UFU will consult on effective ways of recognising and rewarding the achievement of individuals and work groups. Any outcomes of this consultation will only be implemented following agreement between the Head of Service and UFU.

#### 89. Learning and Development Arrangements

- 89.1 The Head of Service and UFU are committed to quality learning and development for employees as provided for in the ACTF&R and the ACTPS Learning and Development Framework.

89.2 To effectively implement this Framework, the following arrangements will apply:

- (a) Employees will be consulted through the LCC on the development of the ACTF&R Learning and Development Plans, as required under the Learning and Development Framework;
- (b) The Head of Service and the UFU will agree annually on the key Learning and Development priorities required under the Framework and an equitable use of resources to address these priorities; and
- (c) The Head of Service and the UFU will agree on learning and development strategies appropriate for the different categories of employees within the Fire Service.

89.3 For the purposes of this clause, resources include but are not limited to:

- (a) Employees;
- (b) Time;
- (c) Funding (where required); and
- (d) Equipment.

**90. Attendance at Courses and Seminars**

90.1 For the purpose of assisting employees in giving effect to this Agreement, leave will be granted to employees to attend short training courses or seminars on the following conditions:

- (a) that operating requirements permit the grant of leave;
- (b) that the scope, content and level of the short courses are such as to contribute to a better understanding of human resource management issues that may arise under this Agreement;
- (c) leave granted under this clause will be with full pay, not including shift and penalty payments or overtime; and
- (d) each employee will not be granted more than 15 days/shifts leave in any calendar year.

90.2 If the employee has applied for leave under clause 90.1 and the application was rejected because of operational requirements, approval of any subsequent application for leave by the employee under clause 90.1 will not be withheld unreasonably, provided that the employee gives the Head of Service at least 14 days notice in writing.

90.3 Leave granted for this purpose will count as service for all purposes.

## WORKING RELATIONSHIPS

### Section N Workplace Values and Behaviours

#### 91. Introduction

- 91.1 Except where otherwise noted, this Section applies to employees as defined within the dictionary.
- 91.2 Managers/supervisors and employees have a common interest in ensuring that workplace behaviours are consistent with, and apply the values and general principles set out in section 9 of the PSM Act 1994 and the ACT Public Service Code of Conduct and Signature Behaviours. This involves the development of an ethical and safe workplace in which managers/supervisors and employees act responsibly and are accountable for their actions and decisions.
- 91.3 The following provisions of Section N contain procedures for managing workplace behaviours that do not meet expected standards, including the management of cases of unsatisfactory work performance and misconduct.
- 91.4 These procedures for managing workplace behaviours and values must be applied in accordance with the principles of natural justice and procedural fairness, and in a manner that promotes the values and general principles of the ACTPS set out in section 9 of the PSM Act 1994.
- 91.5 Any misconduct, underperformance, internal review or appeal process under the previous enterprise agreement that is not completed as at the date of commencement of this enterprise agreement will be completed under the previous enterprise agreement. Any right of appeal from that process will also be set out in the previous enterprise agreement.

#### 92. Preliminary Assessment

- 92.1 In cases where an allegation of inappropriate behaviour is made, the manager/supervisor will initiate a preliminary assessment process to determine whether further action is required. The manager/supervisor may inform and/or seek the assistance of an appropriate Human Resources Manager.
- 92.2 Following this process if the manager/supervisor determines that the allegations:
- (a) require no further action, then no further action needs to be taken;
  - (b) can be resolved through counselling, other remedial action, or assistance to the employee then the manager/supervisor will implement such action;
  - (c) are better resolved through Internal Review procedures set out in this Agreement or appropriate external mechanisms the manager/supervisor will refer the matter accordingly;
  - (d) relate to underperformance processes the manager/supervisor will commence an underperformance process where this is warranted;
  - (e) require investigation the manager/supervisor will recommend to the head of service that the matter be investigated;
  - (f) may be vexatious or knowingly false, the manager/supervisor will consider whether further action needs to be taken in relation to the person who made the allegations.
- 92.3 The manager/supervisor will inform the employee where a preliminary assessment process is commenced under clause 92.1 if it is appropriate to do so.
- 92.4 In performing the preliminary assessment the head of service may authorise access to ACTPS information and communication technology (ICT) records including email, computer, work

phone records, or building access logs if, in the opinion of the head of service, access is necessary to determine whether further action is necessary.

**93. Counselling**

- 93.1 Counselling may happen outside of the misconduct and underperformance processes. All parties have an obligation to participate in counselling in good faith.
- 93.2 In cases where counselling is considered to be appropriate, the employee will be invited to have a support person, who may be the employee's union or other employee representative, present at the counselling and will allow reasonable opportunity for this to be arranged.
- 93.3 The manager/supervisor or the head of service will create a formal record of the counselling which will include details about the ways in which the employee's conduct needs to change or improve and the time frames within which these changes or improvements must occur.
- 93.4 The record of the counselling will be provided to the employee and the employee given an opportunity to correct any inaccuracies and provide comments before signing the record. The employee's signature is taken as representing their full agreement that the record accurately reflects the discussion. If the employee elects not to sign the record, then details of the offer and any reasons given for refusal will be clearly noted.
- 93.5 Where the manager/supervisor or the head of service considers that the employee's conduct has not improved following counselling, an underperformance or misconduct process may be undertaken.

**94. Underperformance**

- 94.1 Under this clause, procedures are established for managing underperformance by an employee.
- 94.2 This clause applies to all employees as defined in the dictionary. In applying these procedures to employees on probation the head of service may determine that procedures and practices throughout clause 94 may be applied on an appropriate and proportionate basis according to the circumstances of the case, and in accordance with the principles of procedural fairness and natural justice.
- 94.3 The objectives of these procedures are to:
- (a) provide advice and support to an employee whose performance is below the standard required; and
  - (b) to provide a fair, prompt and transparent framework for action to be taken where an employee continues to perform below expected standard.
- 94.4 Consistent with good management practice, concerns about underperformance should be raised by the manager/supervisor with the employee at the time that the concerns arise. The manager/supervisor should offer advice and support to the employee to overcome these concerns. The manager/supervisor should inform the employee that the following procedures might be invoked if the underperformance continues.
- 94.5 In order to ensure that these procedures operate in a fair and transparent manner, the manager/supervisor will be responsible for documenting all relevant discussions. The employee must be given the opportunity to comment on any records before signing them.



94.6 All parties have an obligation to participate in underperformance processes in good faith.

***Step One: Action Plan***

94.7 Where a manager/supervisor assesses that an employee’s work performance continues to be below expected standards after having previously discussed concerns with the employee in line with 94.4, the manager/supervisor will inform the employee in writing of this assessment and the reasons for it. The employee will be invited by the manager/supervisor to provide written comments on this assessment, including any reasons that in the employee’s view may have contributed to their recent work performance.

94.8 After taking into account the comments from the employee, the manager/supervisor must prepare an action plan in consultation with the employee.

94.9 The manager/supervisor will invite the employee to have a support person, who may be the employee’s union or other employee representative, present at discussions to develop the action plan and will allow reasonable opportunity for this to be arranged.

94.10 The action plan will:

- (a) identify the expected standards of work required of the employee on an on-going basis;
- (b) identify and/or develop any learning and development strategies that the employee should undertake;
- (c) outline the potential underperformance actions that may be taken if the employee does not meet the expected standards;
- (d) specify the action plan period, which should not normally be less than one month and should not exceed six months to allow the employee sufficient opportunity to achieve the required standard; and
- (e) specify the assessment criteria to be measured within the action plan period.

94.11 Any current performance agreement will be suspended during the period of the action plan. Any incremental advancement action for the employee will be suspended during the action plan period.

***Step Two: Regular Assessment***

94.12 During the action plan period, the manager/supervisor will make regular written assessments (desirably every fortnight) of the employee’s work performance under the action plan. The employee will be given an opportunity to provide written comments on these assessments.

94.13 If the manager/supervisor considers that further assessment time is needed the manager/supervisor may extend the action plan period. However, the extended assessment time must not result in the action plan exceeding six months duration. The manager/supervisor will inform the employee in writing of the decision to extend the assessment time and the duration of the action plan.

***Step Three: Final Assessment / Report***

94.14 If at the end of the action plan period, the manager/supervisor assesses the work performance of the employee as satisfactory, no further action will be taken under these procedures at that time. The manager/supervisor will inform the employee in writing of this decision.

- 94.15 If at the end of the action plan period, the manager/supervisor assesses the work performance of the employee as not satisfactory, the manager/supervisor will provide a report including the assessment and reasons for the assessment to the head of service.

***Step Four: Underperformance Action***

- 94.16 The head of service will advise the employee in writing:
- (a) of the assessment and reasons for the manager's/supervisor's assessment;
  - (b) of the underperformance action/s ( subclause 94.17) proposed to be taken and the reasons for proposing this action;
  - (c) of the employee's right to respond in writing to the proposed action within a period of not more than seven calendar days.

- 94.17 At any time after seven calendar days from the date the head of service advised the employee under subclause 94.16, and after considering any response from the employee, the head of service may decide to take one or more of the following underperformance actions:

- (a) transfer the employee to other duties (at or below current pay);
- (b) defer the employee's increment;
- (c) reduce the employee's incremental point;
- (d) temporarily or permanently reduce the employee's classification and pay;
- (e) remove any monetary benefit derived through an existing Attraction and Retention Incentive (or existing SEA);
- (f) terminate the employee's employment.

- 94.18 The head of service will inform the employee in writing of the decision made under subclause 94.17, the reasons for the decision and the appeal mechanisms available under this Agreement.

- 94.19 At any time in these procedures, the employee may elect to be retired on the grounds of inefficiency.

**95. Appeal Rights**

- 95.1 The employee has the right under Section Q to appeal any underperformance action taken under subclause 94.17, except action to terminate the employee's employment.
- 95.2 The employee may have an entitlement to bring an action under the FW Act in respect of any termination of employment under this Agreement. This will be the sole right of review of such an action.

**96. Misconduct & Discipline**

***Objectives and Application***

- 96.1 This clause establishes procedures for managing misconduct or alleged misconduct by an employee.

- 96.2 In applying these procedures to employees on probation the head of service may determine that procedures and practices throughout clauses 96 to 100 apply on an appropriate and proportionate basis according to the circumstances of the case.
- 96.3 The objective of these procedures is to encourage the practical and expeditious resolution of misconduct issues in the workplace.
- 96.4 All parties have an obligation to participate in misconduct processes in good faith.

***What is Misconduct***

- 96.5 For the purposes of this Section, misconduct includes any of the following:
- (a) the employee fails to meet the obligations set out in section 9 of the PSM Act 1994 (this includes bullying and harassment or discrimination);
  - (b) the employee engages in conduct that has brought, or is likely to bring, the Directorate or ACTPS into disrepute;
  - (c) a period of unauthorised absence and the employee does not offer a satisfactory reason on return to work;
  - (d) the employee is convicted of a criminal offence or where a court finds that an employee has committed an offence but a conviction is not recorded, taking into account the circumstances and seriousness of the offence, the duties of the employee and the interests of the ACTPS and/or of the Directorate;
  - (e) the employee fails to notify the head of service of criminal charges in accordance with clause 101; or
  - (f) the employee makes a vexatious or knowingly false allegation against another employee.

***What is Serious Misconduct***

- 96.6 Serious misconduct means conduct that is so serious that it may be inconsistent with the continuation of the employee's employment with the Territory. Serious misconduct includes but is not limited to the kinds of serious misconduct defined within the Fair Work Regulations.

**97. Dealing with Allegations of Misconduct**

- 97.1 If, after receiving a recommendation from the manager/supervisor under 92.2(e), the head of service is of the opinion that the alleged misconduct cannot be resolved without recourse to investigation, the head of service will:
- (a) inform the appropriate Human Resources Manager that an investigation is to take place;
  - (b) with the assistance of the appropriate Human Resource Manager make arrangements for an appropriately trained or experienced person (the investigating officer) to investigate the alleged misconduct in accordance with clause 99; and
  - (c) inform the employee in writing of the alleged misconduct and that the matter is to be investigated.
- 97.2 Depending on the nature of the alleged misconduct the head of service may immediately transfer the employee to other duties, re-allocate duties away from the employee or suspend

the employee with pay in accordance with 98. Where serious misconduct is alleged the head of service may suspend an employee without pay.

- 97.3 Notwithstanding the provisions of this section, the employment of an employee may be summarily terminated without notice for serious and wilful misconduct.
- 97.4 No investigation may be necessary where the employee fully admits to the alleged misconduct and the employee agrees that there is no need for an investigation. In such cases, the head of service may determine the appropriate disciplinary action/sanction in accordance with clause 100. The head of service must ensure that they have sufficient information concerning the nature and full circumstances of the misconduct, any mitigating factors, and details of the employee's prior service record and performance to enable a fair and reasonable determination under clause 100 to be made.
- 98. Suspension, Reassignment or Transfer**
- 98.1 This clause applies to all employees including employees on probation.
- 98.2 Subject to these procedures, the head of service may suspend with or without pay, reassign or transfer an employee where the head of service is satisfied that it is in the public interest, the interests of the ACTPS or the interests of the Directorate to do so while the alleged misconduct is investigated.
- 98.3 The procedures applying under sub-clauses 98.4, 98.5 and 98.10 will also apply in circumstances where an employee has been reassigned or transferred with pay to other duties following an allegation of misconduct.
- 98.4 The head of service will not normally suspend, reassign or transfer an employee without first informing the employee of the reasons for the proposed suspension, reassignment or transfer and giving the employee the opportunity to be heard. However the head of service may suspend an employee first and then give the employee the reasons for the suspension and an opportunity to be heard, where, in the head of service's opinion, this is appropriate in the circumstances.
- 98.5 Whilst suspended with pay an employee will be paid:
- (a) the employee's ordinary hourly rate of pay and any higher duties allowances that would have been paid to the employee for the period they would otherwise have been on duty; and
  - (b) overtime (but not overtime meal allowance) and shift penalty payments where there is a regular and consistent pattern of extra duty or shift work being performed over the previous six months which would have been expected to continue but for the suspension from duty; and
  - (c) any other allowance or payment (including under a Attraction and Retention Incentive entered into in accordance with Annex B to this Agreement) of a regular or on-going nature that is not conditional on performance of duties.
- 98.6 Where a decision is made to suspend an employee with pay no appeal or review of that decision is available.
- 98.7 An employee who is suspended must be available to attend work and participate in the disciplinary process as directed within 48 hours of the direction being given unless they are on authorised leave.

- 98.8 Suspension without pay is usually only appropriate where serious misconduct is alleged or where the employee is charged with a criminal offence that would in the opinion of the head of service be incompatible with the continuation of the employee’s employment.
- 98.9 Whilst suspended without pay:
- (a) the suspension will not be for more than thirty calendar days, unless exceptional circumstances apply;
  - (b) the employee may apply to the head of service for permission to seek alternate employment outside the ACTPS for the period of the suspension or until the permission is revoked;
  - (c) in cases of demonstrated hardship, the employee may access accrued long service leave and/or annual leave;
  - (d) the employee may apply to the head of service for the suspension to be with pay on the grounds of demonstrated hardship.
- 98.10 The suspension without pay should be reviewed every thirty calendar days unless the head of service considers that, in the circumstances, a longer period is appropriate.
- 98.11 An employee suspended without pay and who is later acquitted of the criminal offence, or found not to have been guilty of the misconduct:
- (a) is entitled to be repaid the amount by which the employee's pay was reduced; and
  - (b) is entitled to be credited with any period of long service or annual leave that was taken.
- 98.12 Where an employee is suspended and later found guilty of a criminal offence (whether or not a conviction is recorded), or is found guilty of misconduct and is dismissed because of the offence or misconduct, a period of suspension under this clause does not count as service for any purpose, unless the head of service determines otherwise.

**99. Investigations**

- 99.1 The role of the investigating officer is to establish the facts of the allegations and to provide a report of those facts to the head of service.
- 99.2 The investigating officer will:
- (a) inform the employee in writing of the particulars of the alleged misconduct, and details concerning the investigative process;; and
  - (b) give the employee a reasonable opportunity to respond to allegations, in writing and/or at a scheduled interview, before making a finding of fact; and
  - (c) provide the employee with at least twenty four hours written notice prior to conducting an interview, and advise the employee if the interview is to be recorded electronically; and
  - (d) advise the employee that the employee may have a second person present during the interview, who may be the employee’s union representative or other individual acting as support person and will allow reasonable opportunity for this to be arranged; and
  - (e) as soon as practicable take any further steps considered necessary to establish the facts of the allegations; and
  - (f) provide a record of the interview to the employee to correct any inaccuracies in the record and to provide any further response in relation to the allegations before signing

- the record. If the employee elects not to sign the record, then details of the offer will be noted; and
- (g) provide a written report to the head of service setting out the investigating officer’s findings of fact
- 99.3 The investigating officer’s findings of fact will be made on the balance of probabilities.
- 99.4 The head of service may authorise access to ACTPS information and communication technology (ICT) records including email, computer, work phone records, or building access logs if, in the opinion of the head of service, the investigating officer requires access in order to establish the facts of the allegations.
- 99.5 After considering the report from the investigating officer, the head of service will make a determination on the balance of probabilities as to whether misconduct has occurred.
- 99.6 If the head of service determines that the misconduct has not occurred, the head of service will notify the employee of this finding and advise that no sanctions will be imposed.

**100. Disciplinary Action and Sanctions**

- 100.1 In circumstances where the head of service, following an investigation or full admission by the employee, determines that misconduct has occurred, and the head of service considers disciplinary action is appropriate, one or more of the following sanctions may be taken in relation to the employee:
- (a) a written warning and admonishment;
- (b) a financial penalty which can:
- i reduce the employee’s incremental level,
  - ii defer the employee’s incremental advancement,
  - iii impose a fine on the employee,
  - iv fully or partially reimburse the Head of Service for damage wilfully incurred to property or equipment;
- (c) transfer the employee temporarily or permanently to another position at level or to a lower classification level;
- (d) remove any monetary benefit derived through an existing Attraction and Retention Incentive (or existing SEA);
- (e) termination of employment.
- 100.2 In relation to paragraph 100.1(c), if an employee’s classification is reduced as a result of disciplinary action, service before the demotion is not counted towards an increment for any higher duties the employee performs after demotion.
- 100.3 Sanctions imposed under these procedures must be proportionate to the degree of misconduct concerned. In determining the appropriate sanction, the following factors must be considered:
- (a) the nature and seriousness of the misconduct;
- (b) the degree of relevance to the employee’s duties or to the reputation of the Directorate or the ACTPS;
- (c) the circumstances of the misconduct;
- (d) any mitigating factors, including any full admission of guilt; and
- (e) the previous employment history and the general conduct of the employee.
- 100.4 Before taking disciplinary action, the head of service will advise the employee in writing of:

- (a) the decision that misconduct has been found to have occurred; and
- (b) the reasons for arriving at this decision; and
- (c) the sanction proposed; and
- (d) the period during which the employee has to respond to the proposed disciplinary action (which must be a minimum of fourteen calendar days).

- 100.5 After considering the employee’s response to the proposed action, or if the employee has not responded at any time after the period outlined in paragraph 100.4(d) has lapsed, the head of service may take disciplinary action. The head of service will inform the employee in writing of:
- (a) the final decision regarding disciplinary action to be taken; and
  - (b) the date of effect and/or, if relevant, the cessation of the action; and
  - (c) the appeal mechanisms that are available under this Agreement.

## **101. Criminal Charges**

- 101.1 An employee must advise the head of service in writing of any criminal charges laid against the employee in circumstances where a reasonable person would believe that the interests of the Directorate or of the ACTPS may be adversely affected, taking into account:

- (a) the circumstances and seriousness of the alleged criminal offence; and
- (b) the employee’s obligations under section 9 of the PSM Act; and
- (c) the effective management of the employee’s work area; and
- (d) the integrity and good reputation of the ACTPS and the Directorate; and
- (e) the relevance of the offence to the employee’s duties.

- 101.2 Where criminal charges are laid against an employee and the interests of the Directorate or of the ACTPS may be adversely affected, the head of service may suspend the employee in accordance with the suspension arrangements under clause 98.
- 101.3 If an employee is convicted of a criminal offence the employee will provide a written statement regarding the circumstances of the offence to the head of service within seven calendar days of the conviction or the finding.
- 101.4 Where an employee is convicted of a criminal offence and the conviction or finding has adversely affected the interests of the Directorate or the ACTPS, the head of service may impose a sanction for misconduct against the employee in accordance with subclause 100.1.

## **102. Right of Appeal**

- 102.1 An employee has the right under Section N to appeal against any decision to take disciplinary action or to apply a sanction under subclause 100.1, or against any decision taken under clause 98 to suspend the employee without pay, or to transfer the employee at reduced pay, except action to terminate the employee's employment.
- 102.2 An employee may have an entitlement to bring an action under the FW Act in respect of any decision under this Section to terminate the employee's employment. This will be the sole right of review of such a decision.
- 102.3 The appeal procedures under Section N apply to the exclusion of the rights of appeal and review under the PSM Act 1994 and the internal review procedures contained in 103 of this Agreement.

### 103. Internal Review Procedures

#### Objectives and Application

- 103.1 Under this Section, procedures are established for employees to seek a review of management actions that affect their employment with the ACTPS.
- 103.2 These procedures must be applied in accordance with the principles of natural justice and procedural fairness and in a manner that promotes the values and general principles of the ACTPS.
- 103.3 These procedures apply to all employees covered by this Agreement.
- 103.4 For the purposes of this Section, an action includes a decision and a refusal or failure to make a decision.

#### 104. Decisions and Actions Excluded

- 104.1 The following decisions and actions are excluded from the rights of an employee to seek a review under procedures set out in this Section (note this does not preclude the right to seek review under other processes):
- (a) actions regarding the policy, strategy, nature, scope, resourcing or direction of the ACTPS and agencies (Section O of this Agreement for consultation on these actions);
  - (b) actions arising under Commonwealth or ACT legislation that concern domestic or international security matters;
  - (c) actions regarding superannuation (see relevant superannuation legislation for complaints and appeals on these actions, in particular the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*);
  - (d) actions regarding workers' compensation (see the Safety, Rehabilitation and Compensation Act 1988 for reviews and appeals on these actions);
  - (e) decisions to terminate the appointment of an officer on probation;
  - (f) decisions on classification of an office (see clause D3 of this Agreement for reviews on classifications);
  - (g) actions arising from the misconduct procedures of this Agreement see subclause J1.2 of this Agreement regarding appeals on these actions);
  - (h) actions arising from the underperformance procedures of this Agreement (see subclause 108.2 of this Agreement for appeals on these actions);
  - (i) actions regarding the setting of rates of pay or conditions of employment under an award or agreement made under the FW Act, or under the PSM Act 1994 or the PSM Standards (this includes a Attraction and Retention Incentive (ARINs), Special Employment Arrangements (SEAs) or a pre FW Act Australian Workplace Agreement (AWA));
  - (j) decisions that another officer perform the duties of a higher office or role for periods up to and including six months;
  - (k) decisions that another officer perform the duties of a higher office or role (with a pay less than that of a Senior Officer Grade C or equivalent classification) for periods greater than six months if the vacancy was advertised (see subclause J1.2 of this Agreement regarding appeals on these decisions);
  - (l) decisions to promote an officer (see subclause 108.2 of this Agreement regarding appeals about promotion decisions);
  - (m) decisions to appoint an employee or to engage an employee on a temporary contract;
  - (n) decisions to transfer another employee or promote another officer to an advertised vacancy where the officer or employee seeking the review was not an applicant;



- (o) decisions to transfer an employee;
- (p) actions arising from the internal review procedures or appeal panel procedures of this Agreement.

104.2 Employees may seek a review under this Section of the processes leading to decisions under 104.1 (k), (l), (m) and (o), and in relation to the process leading to a decision under the PSM Standards to promote an officer after acting for a period of twelve months or more in a position above Administrative Services Officer Class 6 or equivalent classification.

### **105. Initiating a Review**

- 105.1 An employee should first discuss their concerns about an action or decision with the relevant decision-maker with a view to resolving the matter within the workplace before initiating a review under these procedures.
- 105.2 An employee, or the employee's union or other employee representative on the employee's behalf, has the right to apply for a review of any action or decision that effects the employee's employment, unless the action or decision is specifically excluded under this Section.
- 105.3 An employee, or the employee's union or other employee representative on the employee's behalf, may initiate a review under this Section by making an application to the head of service that:
- (a) is in writing; and
  - (b) identifies the action and/or decision which the employee seeks a review of; and
  - (c) identifies the reasons the review is sought including, in the employee's view, the effect/s that the action or decision has or is having on the employee's employment; and
  - (d) describes the outcome sought.

### **106. Review Process**

- 106.1 Where appropriate, and agreed by the employee who made the application under clause 105, or the employee's union or other employee representative on the employee's behalf, the head of service must consider mediation as an option before arranging for a review under subclause 106.3. The mediator will be agreed between the employee and the head of service.
- 106.2 In the event that mediation does take place and that it resolves the issues raised in the application, then no further action is required under these procedures. In that event a formal written statement that the issue has been resolved must be signed by the employee and the head of service.
- 106.3 Subject to subclauses 106.1 and 106.2, the head of service must arrange for an application made under clause 105 to be reviewed by an independent person (the reviewer) who may be:
- (a) a suitably skilled employee or executive who was not involved in the original action; or
  - (b) a person taken from a list of panel providers approved by the Commissioner for Public Administration.
- 106.4 The head of service may determine the process under which an application is reviewed, subject to the principles set out in subclause 106.5.

- 106.5 The reviewer must have due regard to the principles of natural justice and procedural fairness and act as quickly as practicable consistent with a fair and proper consideration of the issues. This includes but is not limited to:
- (a) fully informing the employee of all relevant issues and providing access to all relevant documents; and
  - (b) providing reasonable opportunity for the employee to respond; and
  - (c) advising the employee of the employee's rights to representation.
- 106.6 The reviewer may recommend to the head of service that an application should not be considered on any of the following grounds:
- (a) the application concerns a decision or action that is excluded under subclause 104.1; or
  - (b) a period of twenty-eight calendar days has elapsed since the employee was advised of the decision or action except where extenuating circumstances exist; or
  - (c) the employee has made an application regarding the decision or action to a court or tribunal, or where the reviewer believes it is more appropriate that such an application be made; or
  - (d) the reviewer believes on reasonable grounds that the application:
    - i. is frivolous or vexatious; or
    - ii. is misconceived or lacks substance; or
    - iii. should not be heard for some other compelling reason.
- 106.7 The head of service must either confirm a recommendation made by the reviewer under subclause 106.6 that an application should not be considered or arrange for another reviewer to consider the application.
- 106.8 The head of service will inform the employee in writing, within fourteen calendar days of the date of any decision under subclause 106.7, including, the reasons for any decision not to consider the application.
- 106.9 If the reviewer does not make a recommendation under subclause 106.6, then the reviewer will conduct a procedural review on the papers to determine:
- a) whether it was open to the head of service to take the action that he or she did;
  - b) whether the principles of procedural fairness and natural justice were complied with in taking the original action; and
  - c) whether the final decision of the head of service was fair and equitable in all of the circumstances.
- 106.10 The reviewer must be provided with all relevant information and evidence that was available to the delegate in the making of the original decision or in taking the original action. To ensure efficiency and timeliness, the reviewer should not undertake to collect the same information or new evidence which was not available at the time the original action or decision was made.

- 106.11 After reviewing any action or decision the reviewer will, subject to subclause 106.16, make a written report to the head of service containing recommendations on whether the action that led to the application should be confirmed or varied or that other action is taken. A copy of this report will be provided to the employee.
- 106.12 In keeping with subclause 106.11, if the reviewer is of the view that there is doubt over the veracity and/or validity of the information or evidence or processes used in making the initial decision or action, the reviewer will inform the head of service of that doubt and the reasons for it in the written report.
- 106.13 The employee may respond to any aspects of the report. Such a response must be in writing and be provided to the head of service within fourteen calendar days of the employee receiving the report.
- 106.14 The head of service, after considering the report from the reviewer and any response from the employee to the report of the reviewer, may:
- a. confirm the original action; or
  - b. vary the original action; or
  - c. take any other action the head of service believes is reasonable.
- 106.15 The head of service will inform the employee in writing, within fourteen calendar days of the date of any decision under subclause 106.14, including the reasons for the action.
- 106.16 Where the subject of the application is an action or decision of the head of service, the written report of the reviewer will be made to the Commissioner for Public Administration. A copy of this report will be provided to the employee.
- 106.17 The Commissioner for Public Administration may, after considering the report from the reviewer, recommend to the head of service that:
- a) the original action be confirmed; or
  - b) the original action be varied; or
  - c) other action be taken that the Commissioner for Public Administration believes is reasonable.
- 106.18 The head of service, after considering the report from the Commissioner for Public Administration, may:
- a) accept any or all of the report's recommendation(s) and take such action as necessary to implement the recommendation(s); or
  - b) not accept the report's recommendation(s) and confirm the original action.
- 106.19 If the head of service does not accept any one of the recommendation(s) of the Commissioner for Public Administration under subclause 106.17, the head of service will:
- a) provide written reasons to the Commissioner for Public Administration for not accepting the recommendation(s); and

- b) provide the employee, within fourteen calendar days, with written reasons for not accepting the recommendation(s).

106.20 If the head of service does not accept any one of the recommendation(s) of the Commissioner for Public Administration under subclause 106.17, the Commissioner may report on this outcome in the Commissioner's Annual Report.

### **107. Right of External Review**

107.1 The employee, or the employee's union or other employee representative on the employee's behalf, may seek a review of a decision or action of the head of service under subclause 106.14 or subclause 106.18 by an external tribunal or body, including the FWC.

107.2 The FWC will be empowered to resolve the matter in accordance with the powers and functions set out in clause 118 of this Agreement. The decision of the FWC will be binding, subject to any rights of appeal against the decision to a Full Bench in accordance with clause 118.

### **108. Appeal Mechanism**

#### **Objective and Application**

108.1 This Section sets out an appeal mechanism for an employee where the employee (referred to in this section as "the appellant") is not satisfied with the outcome of decisions described in the following clause.

108.2 This appeal mechanism will apply to:

- a) decisions about promotion or temporary transfer to a higher office or role (for periods in excess of six months) affecting the officer where the officer was an applicant for the position, except decisions made on the unanimous recommendation of a joint selection committee (see PSM Act 1994 and PSM Standards );
- b) decisions to promote an officer after acting for a period of twelve months or more in a position at or below Administrative Service Officer Class 6 (or equivalent classification);
- c) decisions to suspend the employee without pay under clause 98 of this Agreement;
- d) decisions to take disciplinary action under subclause 100.1 of this Agreement, except a decision to terminate the employee's employment;
- e) decisions to take underperformance action under subsection 94.17 of this Agreement, except a decision to terminate the employee's employment;
- f) decisions taken in relation to an employee's eligibility for benefits under clauses 134 and 135 of this Agreement and the amount of such benefits, the amount payable by way of income maintenance under clause 138, and the giving of a notice of involuntary redundancy or notice of reduction in classification under clauses 136 and 137;
- g) any other decision that is subject to appeal under the PSM Act.

- 108.3 For purposes of paragraph 108.2 a) and 108.2 b) (b), an appeal may only be made in relation to promotions or temporary transfer to a higher office or role where the pay applicable is any classification with a maximum pay that is less than the minimum pay of a classification equivalent to a Senior Officer Grade C. For positions above Administrative Service Officer Class 6 (or equivalent classification) an application may be made for an internal review of the process (see subclause 104.2 of this Agreement).
- 108.4 For the purposes of paragraph 108.2 (b), any suitably qualified officer may appeal the decision.
- 108.5 An employee may have an entitlement to bring an action under the FW Act in respect of any termination of employment under this Agreement. This will be the sole right of review of such an action.

**109. Initiating an Appeal**

- 109.1 An employee, or the employee's union or other employee representative on the employee's behalf, may initiate an appeal under these procedures by making an application to the Convenor of Appeal Panels that:
- a) is in writing; and
  - b) describes the decision or action taken or to be taken, the reasons for the application and the outcome sought; and
  - c) is received by the Convenor of Appeal Panels within fourteen calendar days of being notified of the decision to take the action.
- 109.2 For the purposes of paragraph 109.1 (b), a decision must be an appealable decision as set out in subclause 108.2.

**110. Composition of the Appeal Panel**

- 110.1 The head of service will nominate a person, or position, to be the Convenor of the Appeal Panel.
- 110.2 Where an application is received by the Convenor of the Appeal Panel in accordance with the requirements set out in subclause 109.1 and 109.2 the Convenor of Appeal Panels will set up an Appeal Panel.
- 110.3 The Appeal Panel will comprise a nominee of the relevant Directorate, a nominee of the employee and a chairperson, where:
- a) the chairperson is chosen from a panel of providers approved by the Commissioner for Public Administration (in consultation with Joint Council), or, in the case of an appeal relating to a promotion decision, an agreed person; and
  - b) a chairperson from the panel of providers is so chosen on a rotational basis, unless there is an identified conflict of interest, in which case the next person on the panel of providers would be chosen.
- 110.4 The Convenor may only be a member of an Appeal Panel with the agreement of the appellant.
- 110.5 A person is not eligible to be a member of an Appeal Panel if that person was involved in the decision or the process that is the subject of the application.

**111. Powers and Role of the Appeal Panel**

- 111.1 In considering an application, the Appeal Panel must have due regard to the principles of natural justice and procedural fairness. Proceedings of the Appeal Panel are to be conducted as quickly as practicable consistent with a fair and proper consideration of the issues.
- 111.2 The Convenor of the Appeal Panel will invite the appellant to be represented by the union or have a support person, who may be the employee’s union or other employee representative, present at any meetings held with the Appeal Panel and will allow reasonable opportunity for this to be arranged.
- 111.3 The Appeal Panel will have the discretion to decide not to conduct a review of the appeal application, or, if it has commenced reviewing the application, to decide not to proceed further if, in the opinion of the Panel:
- a) the application is frivolous or vexatious, or not made in good faith; or
  - b) the employee making the appeal may apply to another person or authority about the application who may more appropriately deal with the action; or
  - c) further review of the application is not warranted.

**112. Appeals about promotion and temporary transfer to a higher office or role**

- 112.1 For appeals concerning promotion or transfer to a higher office or role under paragraph 108.2 (a), the only ground on which the Appeal Panel can review the decision is the officer making the appeal would be more efficient in performing the duties of the position than the person promoted or selected for temporary transfer.
- 112.2 After reviewing an application about promotion or temporary transfer to a higher office or role affecting the appellant, the Appeal Panel will either confirm the decision or make recommendations to the head of service to substitute another decision. The head of service will inform the appellant of this decision and the reasons for the decision.

**113. Other matters**

- 113.1 Where the Appeal Panel determines that an application for appeal requires further consideration, the Appeal Panel will conduct a procedural review on the papers to determine whether:
- a) it was open to the head of service to take the action that he or she did;
  - b) the principles of procedural fairness and natural justice were complied with in taking the original action or decision; and
  - c) the final decision of the head of service was appropriate in all of the circumstances.
- 113.2 The Appeal Panel must be provided with all relevant information and evidence that was available to the decision-maker in the making of the original decision or in taking the original action. To ensure efficiency and timeliness, the Appeal Panel should not undertake to collect the same information or new evidence.
- 113.3 Where the Appeal Panel is satisfied that a fundamental piece of evidence was not considered in the original process, the Appeal Panel may recommend to the head of service that the matter be referred back to the original decision-maker for further investigation.
- 113.4 The decision-maker, after considering the referral from the Appeal Panel under subclause 113.3, will:

- a) as soon as possible, arrange for a further investigation to be conducted, in line with the referral of the Appeal Panel, and will provide any further information, evidence or outcomes of the further investigation to the Appeal Panel in order that they may complete their review; or
  - b) provide written reasons to the Appeal Panel, within fourteen calendar days, for not accepting their referral for further investigation.
- 113.5 After reviewing any application under this section, other than an appeal about promotion or temporary transfer to a higher office or role, the Appeal Panel will, subject to subclause 113.3, make a written report containing recommendations to the head of service. A copy of the report will be provided to the appellant.
- 113.6 In making recommendations to the head of service under subclause 113.5 or to the Commissioner for Public Administration under subclause 113.8, the Appeal Panel must provide the reasons for its recommendations.
- 113.7 The head of service, after considering the report from an Appeal Panel under subclause 113.5, will make a decision on any recommendation in the report and inform the appellant in writing of the reasons for that decision, within fourteen calendar days of receiving the report.
- 113.8 Where the subject of an application under this clause is a decision of the head of service then the Appeal Panel, after reviewing the application will, subject to subclause 113.3, make a written report containing recommendations to the Commissioner for Public Administration. A copy of this report will be provided to the appellant.
- 113.9 The Commissioner for Public Administration, after considering the report from an Appeal Panel under subclause 113.8, will recommend to the head of service that the decision that is the subject of the application:
- a) be confirmed; or
  - b) be varied; or
  - c) other action taken.
- 113.10 The head of service, after considering the report from the Commissioner for Public Administration, may:
- a) accept any or all of the report's recommendation(s) and take such action as necessary to implement the recommendation(s); or
  - b) not accept the report's recommendation(s) and confirm the original action.
- 113.11 If the head of service does not accept the recommendations of the Commissioner for Public Administration under subclause 113.9, the head of service will:
- a) provide written reasons to the Commissioner for Public Administration for not accepting the recommendations; and
  - b) provide the appellant, within fourteen calendar days, with written reasons for not accepting the recommendations.

113.12 If the head of service does not accept the recommendations of the Commissioner for Public Administration under subclause 113.9, the Commissioner may report on this outcome in the Commissioner’s Annual Report.

**114. Costs**

114.1 The Territory will not be liable for any costs associated with representing an appellant in these procedures.

**115. Right of External Review**

115.1 The employee, or the employee’s union or other employee representative on the employee’s behalf, may seek a review by the FWC of a decision of the head of service under subclause 113.7 or subclause 113.10.

115.2 The FWC will be empowered to resolve the matter in accordance with the powers and functions set out in clause 118 of this Agreement. The decision of the FWC will be binding, subject to any rights of appeal against the decision to a Full Bench in accordance with clause 118.18.



## Section O - Communication and Consultation

### 116. Consultation

- 116.1 The Head of Service and the UFU are committed to effective consultation and employee participation in decisions that affect an employee's employment. This is essential to the successful management of change.
- 116.2 Where there are proposals by the Head of Service to introduce changes in the organisation or to existing work practices, or trial(s) referred to in this Agreement, or implement new policy or make changes to existing policies, the Head of Service will consult with affected employees and the UFU.
- 116.3 This will involve the Head of Service providing relevant information to assist the employees and the UFU to understand the reasons for the proposed changes and their likely impact so that the employees and the employee representative(s) are able to meaningfully contribute to the decision making process.
- 116.4 The Head of Service will develop, in consultation with the UFU, a policy for internal communication processes, including a framework for responding to correspondence.
- 116.5 For the purpose of providing effective consultation:
- (a) adequate time will be provided to employees and employee representatives to consult with the Head of Service; and for the UFU to consult with affected employees.
  - (b) the Head of Service and UFU agree to the establishment of consultative arrangements. These arrangements will include the following:
    - (i) Continuation of the LCC. This Committee will:
      - monitor the operation of this Agreement;
      - discuss and develop policy to support this Agreement;
      - meet at least quarterly;
      - consist of the elected employee representatives and management representatives;
      - have terms of reference agreed by the members of the committee;
      - have arrangements for the timely provision of minutes from each meeting; and
    - (ii) the establishment, where so agreed, of additional levels of consultation such as a Workplace Consultative Committee (WCC). Where established, a WCC will:
      - operate at the local level to deal with workplace specific issues, before they may be raised with the LCC have membership agreed by the Head of Service and UFU and will include at least one employee representative;
  - (c) existing local consultative arrangements will remain in place until they are replaced by the new consultative arrangements.

### 117. Consultation on Changes to Regular Rosters or Ordinary Hours of Work

- 117.1 Where the Head of Service proposes to introduce a change to the regular roster or ordinary hours of work of employees, the following will apply:

- (a) the head of service must notify the relevant employees of the proposed change;
- (b) the head of service must recognise the affected employee(s) union or other representative;
- (c) as soon as practicable after proposing to introduce the change, the head of service must:
  - (i) discuss with the relevant employees the introduction of the change; and
  - (ii) for the purposes of the discussion,-provide to the relevant employees:
    - all relevant information about the change, including the nature of the change; and
    - information about what the head of service reasonably believes will be the effects of the change on the employees; and
    - information about any other matters that the head of service reasonably believes are likely to affect the employees; and
  - (iii) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

117.2 However, the head of service is not required to disclose confidential or commercially sensitive information to the relevant employees.

117.3 The head of service must give prompt and genuine consideration to matters raised about the change by the relevant employees.

117.4 These provisions are to be read in conjunction with other consultative obligations detailed in the Agreement, including clause 145.

Note: In this term "**relevant employees**" means the employees who may be affected by a change referred to in subclause 117.1.

117.5 In addition, the Head of Service undertakes that, for the purposes of subclause 116.2, the head of service will recognise and consult with the affected employee(s), their union or other representative.

## **118. Dispute Avoidance/Settlement Procedures**

118.1 It is in the interests of all employees, the Head of Service and the UFU that the integrity of the terms and conditions set out in this Agreement are maintained. The objective of these procedures is the prevention and resolution of disputes about matters arising under this Agreement, including disputes about the interpretation or implementation of the Agreement, and the application of the National Employment Standards.

118.2 For the purposes of this clause, except where the contrary intention appears, the term parties refers to 'parties to the dispute'.

118.3 The parties to the Agreement agree to take reasonable internal steps to prevent disputes and explore all avenues to seek resolution of disputes.

- 118.4 Pre-dispute work arrangements and patterns will apply during the dispute resolution process unless there is reasonable concern by the employee about an imminent risk to his or her health or safety. In these circumstances, employees will not work in an unsafe environment but, where appropriate, may accept reassignment to alternative suitable work consistent with their classification levels in the meantime.
- 118.5 A party may be assisted at any stage of the process by a representative of their choice (including an employee representative), and all relevant persons will deal with any such representative in good faith. This assistance includes notifying or advising any person or body of the existence of a dispute and speaking on behalf of the employee(s).

#### Resolution Process

- 118.6 In the event there is a dispute about matters arising under this Agreement, including a dispute about the interpretation or implementation of the Agreement the following steps will be applied.

Step 1: A dispute about the interpretation or implementation of this Agreement is identified by an employee or employees and notified to the manager.

Step 2: This step will commence within 7 working days of notification of the dispute or a longer timeframe agreed to by the parties if operational circumstances preclude commencement of this step. Where appropriate, the relevant employee(s) or their representative will discuss the matter with management. Should the dispute not be resolved, it will proceed to the next appropriate management level for resolution.

In instances where the dispute remains unresolved, the appropriate level of management and employee(s) or their representative(s) will be notified and a conference will be arranged and a course of action for resolution will be discussed.

Step 3: If the parties have not been able to resolve the dispute, the dispute may be referred by either party, or their representative, to FWC for mediation and/or conciliation and, if these processes fail, arbitration.

#### Role and Powers of FWC

- 118.7 For any dispute that is referred to FWC consistent with Step 3 of clause 118.6, the FWC has the role and powers set out in clauses 118.8 to 118.16.

- 118.8 For the purposes of the FW Act, the parties agree that FWC may give all such directions and do all such things as are necessary for the just resolution or determination of the dispute, subject to Chapter 5 Part 5-1 Division 3 of the FW Act. This may include, but is not limited to:

- (a) inform itself in any manner that it thinks appropriate;
- (b) taking verbal or written evidence on oath or affirmation, in chief and by cross examination;
- (c) conducting a hearing, including a private hearing;
- (d) holding a ballot of affected employees where in the opinion of the FWC such ballot may assist in the resolution of the dispute;
- (e) meeting with any party separately during a conciliation but with the knowledge of the other party;
- (f) summoning to appear before the FWC any party to the dispute, witnesses or persons whose presence the FWC believes would help in the resolution of the dispute;

- (g) requesting the attendance before the FWC of any witness or person whose presence the FWC believes would assist in the resolution of the dispute;
- (h) receiving documents and other material related to the dispute and compelling the production of documents and other material that relate to the dispute in hard or electronic form;
- (i) determining the dispute in the absence of any party or person who has been notified of the dispute or who has been summoned to appear;
- (j) convening a compulsory conference;
- (k) giving directions in the course of or for the purpose of procedural matters relating to the dispute;
- (l) making recommendations to the parties for the resolution of the dispute;
- (m) deciding when conciliating is ended and arbitration is to begin;
- (n) making interim decisions; and
- (o) making final decisions.

118.9 To avoid doubt, the FWC does not have the power to:

- (a) make an award in relation to the matter in dispute;
- (b) make an order in relation to the matter in dispute; or
- (c) appoint a board of reference.

118.10 In exercising any of the functions or powers set out above, the FWC will:

- (a) apply the rules of natural justice, and ensure that the parties to a dispute have a reasonable opportunity to be heard;
- (b) have regard to the FWC established principles for dealing with disputes and precedent decisions, including any precedent decisions in relation to the interpretation and application of this Agreement; and
- (c) act according to equity and good conscience, and consider the merits of the case without regard to technicalities and legal form.

118.11 The FWC may dismiss or refrain from hearing a matter or part of a matter, which in the view of the FWC is vexatious.

118.12 A person may be assisted and represented at any stage in the dispute process on the same basis as applies to representation before the FWC under section 596 of the FW Act.

118.13 All persons involved in the mediation or conciliation or arbitration shall participate in good faith.

118.14 To assist in the decision making process, the proceedings before the FWC may be recorded and transcribed in the FWC.

118.15 Any decision or direction the FWC makes in relation to the dispute will be in writing and will be accepted by all affected persons, and the parties agree to comply with any decision or direction, be it final or procedural. Where relevant, a decision will be accepted as settlement of the dispute and will be complied with, subject to any right of appeal or review, which might exist.

118.16 The parties agree that any decision which alters the rights or responsibilities of the Head of Service, employees or UFU are enforceable in a Court of competent jurisdiction.

118.17 Notwithstanding the above, the parties may agree to submit the dispute to a body or person other than the FWC. To avoid doubt, an attempt to reach such an agreement is not a condition precedent to referring the dispute to the FWC. Where the parties agree to submit the dispute to another body or person, the parties agree that:

- (a) all of the above provisions apply, unless the parties agree otherwise;
- (b) references to the FWC in the above provisions will be read as a reference to the agreed body or person; and
- (c) all obligations and requirements on the parties and other relevant persons in the above provisions shall be complied with.

#### Appeal of Decision or Direction

118.18 A Party to a dispute may apply to a Full Bench to appeal a decision of the FWC determining the dispute within 21 days of the FWC making that decision.

118.19 Where a party to a dispute has applied to appeal a decision or direction of the FWC pursuant to clause 118.18, a Full Bench or Presidential Member may, on such terms as the Full Bench or Presidential Member consider appropriate, direct that the operation of the whole or a part of the decision or direction concerned be stayed pending the determination of the appeal or until further decision or direction of the Full Bench or Presidential Member.

118.20 The Full Bench or Presidential Member will determine the appeal by conducting a review of the evidence of material before the FWC at first instance, and the reasons for the decision or direction given by the FWC at first instance. The Full Bench or Presidential Member may, with the agreement of the parties to the dispute, receive further evidence. The determination of an appeal may not proceed by way of a new hearing (hearing de novo).

118.21 On hearing of the appeal, the Full Bench may do one or more of the following:

- (a) confirm, quash or vary the decision or direction concerned; or
- (b) direct the member of the FWC, whose decision or direction is under appeal, or another member of the FWC, to take further action to deal with the subject matter of the decision or direction in accordance with the directions of the Full Bench.

118.22 In dealing with the appeal the Full Bench may exercise the functions in clause 118.8, other than subclauses (c), (e) and (j). The parties to the dispute agree that clauses 118.8 to 118.16 apply.

Note - reference to subclause (c) needs to be limited to private hearings only.

118.23 The terms of clause 118.15 will apply to decisions or directions made by the Presidential Member or Full Bench.

### **119. Freedom of Association**

119.1 The Head of Service recognises that employees are free to choose whether or not to join a union. Irrespective of that choice, employees will not be disadvantaged or discriminated against in respect of the employees' employment under this Agreement. The Head of Service recognises that employees who choose to be members of a union have the right to choose to have their industrial interests represented by the union

119.2 Employees in negotiations of any kind are entitled to negotiate collectively where they so choose

119.3 Employees engaging in negotiations of any kind are entitled to be represented by a representative of their choice. The ACT Government will deal with any such representative in good faith.

**120. Co-Operation and Facilities for Employee Representatives**

120.1 For the purpose of ensuring that an employee representative, who is an employee of the Head of Service, can effectively fulfil their role under this Agreement, the Head of Service and UFU agree to the provisions in this clause.

120.2 Reasonable access to Fire Service facilities, including the internal courier service, access to the ACT Government communication systems, telephone, facsimile, photocopying, access to meeting rooms and storage space, will be provided to employee representatives to assist them to fulfil their obligations, duties and responsibilities having regard to the Head of Service's statutory, operational requirements and resource issues.

120.3 The use of Fire Service facilities will be in accordance with published government policies and for matters other than for industrial action.

120.4 Employee representatives, who are employees of the Head of Service, will be provided with adequate paid time, as required by the responsibilities of the position, to undertake their duties to represent employees during normal working hours. While these duties would normally be expected to be performed within the workplace, on occasions the employee representative may be required to conduct these duties external to the workplace.

**121. Work Organisation**

121.1 The employee agrees to carry out all lawful and reasonable directions of the Head of Service according to the requirements of the work and the employee's skill, experience and competence, in accordance with this Agreement, and without deskilling the employee.

121.2 The employee will not, unless this is done in the course of the employee's duties or as required by law or by the Head of Service, use or disclose to any person any confidential information about the Head of Service's business that becomes known to the employee during their employment.

121.3 The Head of Service will not reveal to any person any medical, financial or personal details of the employee that the Head of Service may have obtained, except with the permission of the employee or where the Head of Service is under a legal obligation to do so.

**122. Right of Existing and New Employees to Representation in the Workplace**

122.1 The Head of Service acknowledges the rights of its employees to be represented and to meet with their representatives in the workplace. The Head of Service recognises the legitimate right of the union(s) to represent its employees who are members, or eligible to become members of the union(s).

122.2 The FW Act prescribes the purpose and manner under which the union(s) may exercise right of entry in the workplace. The Head of Service will grant the union(s) access in accordance with the FW Act.

122.3 In addition, the Head of Service will:

- (a) allow union officials and employees, who are permit holders, to enter workplaces for normal union business or to represent employees, to meet with management or members and to distribute or post material, provided that work is not disrupted;
  - (b) allow the union(s) to meet with new employees who are members, or who are eligible to become members, of the union(s), at a time during normal working hours which the union(s) and the Head of Service agree upon, and of which the Head of Service will advise the employees;
  - (c) provide all new employees with some form of induction program, including an induction package containing information about the union(s) which the union(s) has given the Head of Service; and
  - (d) invite the union(s) to attend any face to face induction of new employees, the details of which the Head of Service will advise to the union(s) contract officer or other nominated person with reasonable notice. Such attendance will be included as an integral part of the induction process and be for the purpose of delivering an information presentation including recruitment information to new employees.
- 122.4 For the avoidance of doubt, nothing in clause 122.3 should be taken as conferring a right of entry that is contrary to, or for which there is otherwise, a right of entry under the FW Act.

### **123. Attendance at Industrial Relations Courses and Seminars**

- 123.1 For the purpose of assisting employees in gaining a better understanding of industrial relations issues relating to this Agreement, leave will be granted to employees to attend recognised short training courses or seminars on the following conditions:
- (a) that operating requirements permit the grant of leave;
  - (b) that the scope, content and level of the short courses contribute to the better understanding of industrial relations issues;
  - (c) leave granted under this clause will be with full pay, not including shift and penalty payments or overtime; and
  - (d) each employee will not be granted more than fifteen days/shifts leave in any calendar year.
- 123.2 If the employee has applied for leave under subclause 123.1 and the application was rejected because of operational requirements, approval of any subsequent application for leave by the employee under subclause 123.1 will not be withheld unreasonably, provided that the employee gives the manager/supervisor at least fourteen days/shifts notice in writing.
- 123.3 The Head of Service will accept any short course conducted or accredited by a relevant employee organisation (for example, the Australian Council of Trade Unions or the ACT Trades and Labour Council) as a course to which subclause 123.1 applies.
- 123.4 Leave granted for this purpose will count as service for all purposes.

### **124. Diversity in the Workplace**

- 124.1 The Head of Service recognises and encourages the contribution that people with diverse backgrounds, experiences and skills can make to the workplace. The Head of Service aims to ensure that this diversity is used in appropriate employee contribution to effective decision making and delivery of client service.
- 124.2 The Head of Service will work with employees to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin. Bullying and harassment and discrimination of any kind will not be tolerated. Accordingly, if the Head of Service is made aware of instances, or reported instances, of bullying and harassment or discrimination, the Head of Service will investigate the concerns as soon as possible.

124.3 The investigation referred to in clause 124.2 will be carried out in accordance with the processes described in Section N Misconduct and Discipline.

**125. Occupational Health and Safety**

125.1 The Head of Service and UFU are committed to promoting, achieving and maintaining the highest levels of health and safety for all Fire Service employees.

125.2 The Head of Service will take all reasonable steps and precautions to provide a healthy, safe and secure workplace for the employee.

125.3 The Head of Service and the employee will act in a manner that is consistent with the *Workplace Health & Safety Act 2012*

125.4 For the purposes of workplace health and safety and the safety of firefighters, an operational pumper will be staffed by a pumper crew, unless for maintenance purposes.

125.5 To maintain employee safety and effective service to the community, only fully equipped recall pumpers will be used to respond to incidents. For the purpose of this clause, fully equipped means in accordance with Fire Service policy.

**126. Alcohol and Other Drugs in the Workplace**

126.1 Where a manager has concerns that an employee may be affected by alcohol and/or other drugs, they may direct the employee to be relieved from duty on personal leave. Arrangements may be implemented in relation to the whole of government drug and alcohol policy.

**127. Transfer to a safe job**

127.1 The Head of Service is committed to facilitating safe working arrangements for expectant mothers. Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the Head of Service deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

127.2 If the transfer to a safe job is not practicable, the employee may elect, or the Head of Service may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

**128. Privatisation**

128.1 In order to promote job security of employees, it is agreed that the privatisation of a government entity may only occur where:

- (a) The entity does not perform a role central to the functions of government; and
- (b) Disadvantaged groups would not be negatively affected by the privatisation; and
- (c) A social impact statement has been completed which indicates that there is a demonstrated public benefit from the sale.

128.2 In the event that privatisation of the Fire Service or a service or services currently supplied by the Fire Service is under consideration, consultation will occur on the implications for employees and the Head of Service from these proposals.



128.3 Where such privatisation is under consideration, the Head of Service will provide the necessary reasonable resources to develop an in-house bid and this bid will be prepared either off-site or on-site as determined by the Head of Service and subject to consideration on equal terms to any other bid. An independent probity auditor will be appointed by the Head of Service to oversee the assessment of the in-house bid.

**129. Superannuation**

129.1 The Government will, through the Chief Minister and Cabinet Directorate, consult with unions and employees on changes to superannuation legislation that may be proposed by the Commonwealth..

## **Section P - Redeployment and Redundancy**

### **130. Application**

- 130.1 The Head of Service recognises the need to make the most effective use of the skills, abilities and qualifications of its employees in a changing environment. When positions become excess, the Head of Service will seek to redeploy permanent employees within the Fire Service or the ACTPS in order to avoid or minimise an excess employee situation. Should redeployment not be possible, voluntary redundancy, reduction in classification and involuntary redundancy will be considered in that order. Throughout these procedures, the Head of Service will, where practicable, take into consideration the personal and career aspirations and family responsibilities of affected employees.
- 130.2 These provisions do not apply to employees on probation.

### **131. Definitions**

- 131.1 Excess employee means an employee who has been notified in writing by the Head of Service that he or she is excess to the Head of Service's requirements because:
- (a) The employee is included in a class of employees employed by the Head of Service, which class comprises a greater number of employees than is necessary for the efficient and economical working of the Head of Service; or
  - (b) The services of the employee cannot be effectively used because of technological or other changes in the work methods of the Head of Service or changes in the nature, extent or organisation of the functions of the Head of Service.
- 131.2 Potentially excess employee means an employee who is likely to become actually excess in a foreseeable space of time.

### **132. Consultation**

- 132.1 Where it appears to the Head of Service that a position is likely to be either potentially or actually excess to the Head of Service's requirements, and prior to any individual employee(s) being identified, the Head of Service will, at the earliest practicable time, advise and discuss with the UFU the following issues (as appropriate in each case):
- (a) The number and classification of employees in the part of the Agency affected;
  - (b) The reasons an employee is or employees are likely to be excess to requirements;
  - (c) The method of identifying employees as excess, having regard to the efficient and economical working of the Head of Service and the relative efficiency of employees;
  - (d) The number, classification, location and details of the employees likely to be excess;
  - (e) The number and classification of employees expected to be required for the performance of any continuing functions in the part of the Agency affected;
  - (f) Measures that could be taken to remove or reduce the incidence of employees becoming excess;
  - (g) Redeployment prospects for the employees concerned;
  - (h) The appropriateness of using voluntary retirement; and
  - (i) Whether it is appropriate for involuntary retirement to be used if necessary.
- 132.2 No information that would identify any individual employees will be provided by the Head of Service under this Section.

- 132.3 The discussions under clause 132.1 will take place over such time as is reasonable, taking into account the complexity of the restructuring and need for potential excess employee situations to be resolved quickly. Any use of involuntary retirement shall be agreed between the Head of Service and UFU at this stage and shall not be used without the written agreement of the Head of Service and the UFU.
- 132.4 Except where a lesser period is agreed between the Head of Service and the employees, an employee will not, within one month after the UFU has been advised under clause 132.1, be invited to volunteer for retirement nor be advised in writing that he or she is excess to the Head of Service's requirements.
- 132.5 The Head of Service shall comply with the notification and consultation requirements for trade unions and Centrelink about terminations set out in the FW Act.

### **133. Information Provided for Employee**

#### Informal Advice

- 133.1 At the point where individual employees can be identified, the Head of Service will advise the employee(s) that a position(s) is likely to become excess and that the employee may be affected. In that advice the employee(s) will also be advised that the employee may be represented by an employee representative at subsequent discussions. The Head of Service will discuss with the employee(s) and, where chosen, the employee representative(s) the issues dealt with in sub-clauses 132.1(a) through (i) (as appropriate in each case).
- 133.2 The Head of Service will, at the first available opportunity, inform all employees likely to be affected by an excess staffing situation of the terms and operation of this Section.

#### Formal Notification

- 133.3 The notification of an employee's potentially excess status shall only be given when the consultation required under clause 132.1 and 133.1 has taken place. Following such consultation, where the Head of Service is aware that an employee is potentially excess, the Head of Service will advise the employee in writing.
- 133.4 To allow an excess employee to make an informed decision on whether to submit an election to be voluntarily retired, the Head of Service must provide the employee with advice on:
- (a) the sums of money the employee would receive by way of severance pay, pay in lieu of notice, and paid up leave credits;
  - (b) the career transition/development opportunities within the Agency.
- 133.5 The officer should also seek independent advice on:
- (a) the amount of accumulated superannuation contributions;
  - (b) the options open to the employee concerning superannuation;
  - (c) the taxation rules applicable to the various payments.
- 133.6 The Head of Service will supplement the costs of independent, accredited financial counselling incurred by each employee who has been offered voluntary redundancy up to a maximum of \$1000. The Head of Service will authorise the accredited financial counsellors to invoice the Head of Service directly.

133.7 Redundancy pay will be calculated on a proportionate basis where the employee has worked part-time hours during the period of service and the employee has less than 24 years full-time service.

**134. Voluntary Redundancy**

134.1 At the completion of the discussions in accordance with clause 132, the Head of Service may invite employees to elect to be made voluntarily redundant under this clause.

134.2 Where the Head of Service invites an excess employee to elect to be made voluntarily redundant, the employee will have a maximum of one calendar month from the date of the offer in which to advise the Head of Service of his or her election, and the Head of Service will not give notice of redundancy before the end of the one month period.

134.3 Subject to clause 134.4, where the Head of Service approves an election to be made redundant and gives the notice of retirement in accordance with the PSM Act, the period of notice will be one month, or 5 weeks if the employee is over 45 years old and has completed at least 2 years continuous service.

134.4 Where the Head of Service so directs, or the employee so requests, the employee will be retired at any time within the period of notice under clause 134.3, and the employee will be paid in lieu of salary for the unexpired portion of the notice period.

**135. Severance Benefit**

135.1 An employee who elects to be made redundant in accordance with this clause will be entitled to be paid either of the following, whichever is the greater:

- (a) A sum equal to 2 weeks salary for each completed year of continuous service, plus a pro rata payment for completed months of continuous service since the last year of continuous service. The maximum sum payable under this paragraph will be 48 weeks salary; or
- (b) 26 weeks salary.

135.2 For the purpose of calculating any payment in lieu of notice or part payment thereof the salary an employee would have received had he or she been on recreation leave during the notice period, or the unexpired portion of the notice period as appropriate, will be used.

135.3 For the purpose of calculating payment under clause 135.1:

- (a) where an employee has been relieving in a higher position for a continuous period of at least 12 months immediately preceding the date on which he or she receives notice of retirement, the salary level will be the employee's salary in such higher position at that date;
- (b) where an employee has, during 50% or more of pay periods in the 12 months immediately preceding the date on which he or she receives notice of retirement, been paid a loading for shiftwork or are paid a composite salary, the weekly average amount of shift loading received during that 12 month period will be counted as part of "weeks salary";
- (c) the inclusion of other allowances, being allowances in the nature of salary, will be with the approval of the Head of Service.

- 135.4 Where a redundancy situation affects a number of employees engaged in the same work at the same level, elections to be made redundant may be invited.
- 135.5 Nothing in this Agreement will prevent the Head of Service, inviting employees who are not in a redundancy situation to express interest in voluntary redundancy, where such redundancies would permit the redeployment of potentially excess and excess employees who do not wish to accept voluntary redundancy.

**136. Redeployment**

- 136.1 Redeployment of potentially excess and excess employees will be in accordance with their experience, ability and, as far as possible, their career aspirations and wishes.
- 136.2 The Head of Service will consider potentially excess and excess employees from other ACTPS agencies in isolation for vacancies at their substantive level.
- 136.3 Excess employees (potential or actual) have absolute preference for transfer to positions at their substantive level and must be considered in isolation from other applicants for any vacancy within the ACTPS. An excess employee need only be found suitable, or suitable within a reasonable time (generally three to six months) to be transferred to the position. For the purposes of this clause substantive level means the same classification or a classification where the maximum salary does not exceed the top increment of the employee's current classification by more than 10%.
- 136.4 The Head of Service will make every effort to facilitate the placement of an excess employee, both within the Fire Service and to other ACTPS agencies.
- 136.5 The Head of Service will arrange reasonable training which would assist the excess employee's prospects for redeployment.
- 136.6 The Head of Service will provide appropriate internal assistance and career counselling and assist as necessary with the preparation of job applications.
- 136.7 An excess employee who does not accept voluntary redundancy is entitled to a 7 month retention period.
- 136.8 The retention period will commence:
- (a) On the day the employee is advised in writing by the Head of Service that he or she is an actually excess employee; or
  - (b) In the case of an employee who is invited by the Head of Service to submit an election to be retired - one month after the day on which the election is invited;
- whichever is the earlier.
- 136.9 The employee may be reduced in classification by the Head of Service, in order to place the employee in a specific position in the Fire Service or Directorate, subject to the agreement of the employee, such agreement not to be unreasonably withheld if, during or after six months from the date the employee was declared excess, the employee:
- (a) Was found unsuitable in a merit selection process for three separate positions; and

- (b) Has not applied for at least three separate positions, for which the employee could reasonably be expected to be qualified to perform, either immediately or in a reasonable time; and
- (c) Cannot be placed in gainful employment at his or her substantive level at the end of the retention period, however, there is gainful employment available for the employee at a lower classification.

136.10 Notwithstanding the above, if, at the end of the retention period, the Head of Service is of the opinion that there is insufficient productive work available for the excess employee, the Head of Service may, subject to the agreement of the employee, such agreement not to be unreasonably withheld, reduce the employee in classification in order to place the employee in a specific position in the Agency.

136.11 An excess employee will not be reduced in classification if he or she has not been invited to elect to be voluntarily retired with benefits, or has made such an election and the Head of Service refuses to approve it.

136.12 Where the Head of Service proposes to reduce an excess' employees classification, the employee will be given no less than four weeks notice of the action proposed; or 5 weeks if the employee is over 45 years old and has completed at least 2 years of continuous service. This notice period will, as far as practicable, be concurrent with the 7-month retention period.

### **137. Involuntary Retirement**

137.1 An excess employee may be made involuntarily redundant, subject to the terms of Section P.

137.2 This clause applies to excess employees who are not:

- (a) Retired with consent;
- (b) Redeployed to another position; or
- (c) Reduced in classification.

137.3 An employee may be involuntarily retired if; during or after six months from the date the employee was declared excess, the employee:

- (a) Does not accept a transfer in accordance with section 83 of the PSM Act; or
- (b) Has refused to apply for, or be considered for, a position for which the employee could reasonably be expected to be qualified to perform, either immediately or in a reasonable time.

137.4 Where the Head of Service believes that there is insufficient productive work available for an excess employee during the retention period, the Head of Service may make the employee involuntarily redundant before the end of the retention period.

137.5 An excess employee will not be involuntarily retired if he or she has not been invited to elect to be voluntarily retired with benefits, or has made such an election and the Head of Service refuses to approve it.

137.6 Where the Head of Service involuntarily retires an excess employee, the employee will be given no less than four weeks notice of the action proposed; or 5 weeks if the employee is over 45 years old and has completed at least 2 years of continuous service. This notice period will, as far as practicable, be concurrent with the 7 month retention period.

**138. Income Maintenance Payment**

- 138.1 An employee who has been receiving a higher rate of salary for a continuous period of at least 12 months and who would have continued to receive that salary rate except for the declaration of excess, will be considered to have the higher salary rate.
- 138.2 This salary will be known as the income maintenance salary. The income maintenance salary, where applicable, will be used for the calculation of all conditions and entitlements under this clause.
- 138.3 The income maintenance salary exists for the retention period or the balance of the retention period.
- 138.4 If an employee is involuntarily retired, the entitlements, including paying out the balance of the retention periods, where applicable, will be calculated on the income maintenance salary rate. If an employee is involuntarily retired during the retention periods the employee's date of retirement is the date that the employee would have retired after the retention period ceased, not the date of the involuntary retirement. All final entitlements will be calculated from the latter date.
- 138.5 If an employee is involuntarily reduced in classification during the retention periods, the employee will be entitled to be paid at the income maintenance salary rate for the balance of the retention period.
- 138.6 All allowances in the nature of salary will be included in determining the income maintenance salary rate.

**139. Leave and Expenses to Seek Employment**

- 139.1 At any time after the employee has been advised under clause 133.3 of being potentially excess, the employee is entitled to paid leave to seek alternative employment. Leave granted under this clause will be for periods of time to examine the job and to attend interviews. Reasonable travelling time will also be granted.
- 139.2 The employee will be entitled to any reasonable fares and other incidental expenses if these are not met by the prospective Head of Service.

**140. Use of Sick Leave**

- 140.1 The use of sick leave will not extend the retention periods of an employee unless these periods are supported by a medical certificate and/or are of such a nature as to make the seeking of employment during certificated personal leave inappropriate.
- 140.2 An employee who is receiving income maintenance will have those payments continued during certified personal leave periods of up to a total of six months.

**141. Appeals**

- 141.1 Without affecting his or her rights under the FW Act, an excess employee has the right under 108 to appeal any decision taken in relation to his or her eligibility for benefits under clauses 134 to 136 of this Section, the amount of such benefits, or the amount payable by way of income maintenance under clause 138.

141.2 An excess employee has the right under 108 to appeal against the giving, in accordance with clauses 136 and 137 of this Section, of an involuntary notice of redundancy or notice of reduction in classification.

**142. Agreement Not To Prevent Other Action**

142.1 Nothing in this Agreement will prevent the reduction in classification of an employee or the retirement of an employee as a result of action relating to discipline, invalidity, inefficiency or loss of essential qualifications.

**143. Re-engagement of Previously Retrenched employees**

143.1 Employees who are involuntarily retired from the ACTPS can apply for further employment in the ACTPS without the current requirement of a one year break in service.

143.2 Employees who elect to be made voluntarily redundant under clause 134 cannot be re-engaged by the ACTPS within two years of the date of their separation from the ACTPS except with the written consent of the Commissioner for Public Administration.



## **Section Q - Medically Unfit Staff**

### **144. Transfer of Medically Unfit Staff**

- 144.1 A medically unfit employee is an employee who is considered by the Head of Service, in accordance with paragraph (a) of sub-section 143(1) of the PSM Act, to be an employee who is unable to perform duties appropriate to the employee's classification because of physical or mental incapacity.
- 144.2 Despite the provisions of sub-section 56(3) and paragraphs (c) and (e) of sub-section 65(1) of the PSM Act, a medically unfit employee may, by agreement with the employee, be transferred to any position within their current skill level and experience, the classification of which has a maximum salary which does not vary from the top increment of the employee's classification by more or less than 10%.
- 144.3 An employee will not be redeployed in accordance with clause 144.2 unless there is no suitable vacant position at the employee's substantive classification within the Fire Service or Directorate.
- 144.4 In considering any proposed transfer under this clause, the employee may invite the employee representative or other representative to assist the employee.

**Schedule 1**

**OPERATIONAL MATTERS**

**145. Rosters**

- 145.1 The roster system for employees assigned to firefighting duties will be as described in this clause and will be known as the 10/14 Roster System.
- 145.2 The roster will comprise 4 shifts known as Platoons and identified as either A, B, C or D.
- 145.3 The day shift (D) will be worked from 8.00 a.m. to 6.00 p.m. and the night shift (N) will be worked from 6.00 p.m. to 8.00 a.m. on the following day.
- 145.4 The roster will cycle over 8 weeks as identified below:

	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	
<b>A Platoon</b>	D	D	N	N					D	D	N	N					D	D	N	N						D	D	N	N
Hours	48							48							48							48							
<b>B Platoon</b>	N	N					D	D	N	N					D	D	N	N						D	D	N	N		
Hours	38							38							48							48							
<b>C Platoon</b>					D	D	N	N					D	D	N	N					D		D	N	N				
Hours	34							34							38							38							
<b>D Platoon</b>			D	D	N	N					D	D	N	N							D	D	N				D	D	
Hours	48							48							34							34							
<b>A Platoon</b>					D	D	N	N					D	D	N	N					D		D	N	N				
Hours	34							34							38							38							
<b>B Platoon</b>			D	D	N	N					D	D	N	N							D	D	N				D	D	
Hours	48							48							34							34							
<b>C Platoon</b>	D	D	N	N					D	D	N	N					D	D	N	N						D	D	N	N
Hours	48							48							48							48							
<b>D Platoon</b>	N	N					D	D	N	N					D	D	N	N						D	D	N	N		
Hours	38							38							48							48							

- 145.5 The following general conditions will apply:
  - (a) The roster may be varied for employees on special duties or training courses for up to 21 consecutive days without transferring off the 10/14 roster. The hours of work will be in accordance with 30.1 Section E30.1.
  - (b) The roster will not be changed during the life of this agreement without the agreement of the Head of Service and the UFU.
- 145.6 In the event that there are insufficient employees present for duty at the start of any operational shift, sufficient employees from the off going shift, at the appropriate classification and skill level, will remain on duty until relieved.
- 145.7 Subject to the provision of clause 145.6, every employee will be dismissed punctually from their rostered shift.
- 145.8 Notwithstanding anything contained in this clause, in the case of fire or other emergency all employees off duty placed in a restriction situation in accordance with clause 52 are liable to be called upon to report for duty. A policy will be developed that addresses the manner in which the availability arrangements are to operate.

**146. Filling of temporary vacancies**

146.1 Temporary vacancies at Officer classifications (FB6 to FB8) will be filled by suitably qualified employees who have been found suitable and ranked according to clause 29.4. The method for filling vacancies at these classifications will be as follows:

- (a) Spare or relieving staff; then
- (b) Relieving in a higher position; otherwise
- (c) Overtime.

146.2 Temporary vacancies at Fire fighter classifications (FB2 to FB5) will be filled as follows:

- (a) Spare or relieving employees; then
- (b) Enhanced crewing as detailed at clause 150; otherwise
- (c) Overtime

**147. Part time roster**

147.1 Employees on part time work arrangements will work one of the two roster lines at 147.4.

147.2 The minimum rostered hours in an eight week cycle will be 192 hours.

147.3 The roster will not be changed during the life of this agreement without the agreement of the Head of Service and the UFU.

147.4 The roster will cycle over eight weeks as identified below

	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
<b>Roster 1</b>	N	N							D	D					N	N							D	D				
hours	28							20							28							20						
<b>Roster 2</b>		D	D					N	N							D	D					N	N					
hours	20							28							20							28						
<b>Roster 1</b>	N	N							D	D					N	N							D	D				
hours	28							20							28							20						
<b>Roster 2</b>		D	D					N	N							D	D					N	N					
hours	20							28							20							28						

**148. ACT Fire & Rescue Establishment**

148.1 To maintain firefighter safety and service to the community the Head of Service will maintain the following minimum full time equivalent staffing resources on each operational shift:

- (a) 2 x FB 7
- (b) 11 x FB 6
- (c) 39 x FB 2-5

148.2 Each platoon will consist of the following positions:

- (a) 2 x FB 7
- (b) 17 x FB 6
- (c) 58 x FB 2-5

- 148.3 The District Relief Roster will consist of 2 x FB 7 and any employees on part time working arrangements.
- 148.4 The Head of Service and the UFU acknowledge that optimum recruiting efficiency means that total staffing resources occupying the classifications at clause (c) may fluctuate.
- 148.5 To continue the implementation of the PSM Act, provisions, improve transparency and accountability the Head of Service and the UFU agree to the commencement of Part IV of the Public Sector Management Act. Within 3 months of the commencement of this agreement the ACTF&R will, in consultation with the UFU, commence the process of identifying, describing, establishing and detailing all positions that consist the ACTF&R. The establishment will be based on those positions agreed between the Head of Service and the UFU.

Any information provided to the union under this clause is to be provided for the sole purpose of implementing this clause.

### **149. Fatigue Management**

- 149.1 ACT Fire & Rescue is committed to achieving the appropriate balance between work and personal life and to minimising the extent to which excessive hours are worked.
- 149.2 To assist with fatigue management, employees have a responsibility to advise the Head of Service where they have undertaken work, either secondary or otherwise, that does not provide for an appropriate break between shifts.
- 149.3 No employee will be permitted to work more than two consecutive shifts without a break of 8 hours except in the case of a call of fire or other emergency circumstance. The Head of Service, taking into consideration the personal circumstances of the employee, may direct an employee to report for duty or to remain on duty.
- 149.4 Employees on night duty will be permitted, between the hours of 10.00 pm to 6.00 am to recline and sleep, provided that:
- (a) They have no work to perform.
  - (b) Their protective clothing and equipment is arranged in a manner that causes the minimum delay in responding on receipt of a fire call.
  - (c) Sufficient beds, mattresses and covers will be supplied at each station to accommodate the employees rostered on night shift at each station.
  - (d) The employee will store out of sight any bedding used by them prior to going off duty in storage provided by the Head of Service.
  - (e) Employees will be responsible for the cleanliness of bedding used by them.
- 149.5 24 hour shifts are to be made available to operational staff provided that no member works more than two 24 hour shifts in any eight day cycle.
- 149.6 Approval for staff working a 24 hour shift will be at the discretion of the relevant Commander considering management of fatigue. Approval will not be unreasonably denied. Staff are responsible for ensuring that they are rested and fit for duty for any shift, including 24 hour shifts. The previous practice of using 24 hour shifts to create ongoing consecutive shifts will no longer take place, while still providing ACTF&R and staff members with the flexibility to utilise 24 hour shifts where necessary.

**150. Enhanced Crewing Arrangements**

- 150.1 The Head of Service may enhance the crewing arrangements with one FB 6 and one firefighter, where required for the following specialised vehicles:
- (a) Breathing Apparatus Support Appliance
  - (b) Aerial appliance;
  - (c) Individual Tankers.
- 150.2 Other Fire Service support vehicles may be staffed by an FB 6 or a firefighter.
- 150.3 The Fire Service may at times of high risk utilise employees on day work to crew additional vehicles, i.e.:
- (a) Off Road Rescue;
  - (b) Tankers;
  - (c) Light Units;
  - (d) Fire Service Support Vehicles; and
  - (e) Additional Pumpers (with a Pumper Crew).
- 150.4 All employees utilised in enhanced crewing must be appropriately qualified and current in their skill.

**151. Communications Centre Review**

- 151.1 In order to improve the efficiency of the Communications Centre (Comcen), the Head of Service and UFU agree to the commencement of a review of the Comcen and implementation of recommended changes in consultation with the UFU. The review will be co-ordinated by ESA. The review will take into account the structure of ESA, the roles and responsibilities of the individual emergency services as provided for under the Emergencies Act 2004 and the protection of the rights of employees. The terms of reference and the objectives of the review will be agreed by the Head of Service and UFU prior to commencing the review.

**152. Death & Disability and Voluntary Early Retirement Scheme**

- 152.1 The parties agree to commit to working together throughout the life of this agreement to evaluate the feasibility of a co-contributed Death & Disability and Voluntary Early Retirement Scheme.
- 152.2 The parties agree to commit resources to investigate the viability of any such scheme (with a view to providing a recommendation to the ACT Government on such a scheme before the expiry date of this agreement).
- 152.3 Such investigation can involve (but is not limited to) the engagement of a consultant to investigate the options; the collection of information from similar schemes interstate; the development of an actuarial or other study of the financial viability of the scheme; or the procurement of legal and financial assistance to develop the scheme.
- 152.4 The parties will work together in good faith. For the purpose of this clause, “good faith” carries the same definition as the good faith bargaining requirements provided by s228(1) of the Fair Work Act 2009 (Cth)

**153. Uniform and Protective Clothing**

- 153.1 The Head of Service will provide an initial issue of standard articles of clothing in accordance with an agreement jointly developed between the Head of Service and the union. Items of uniform identified by this Agreement will be replaced by the Head of Service provided the item is returned or a report accepted by the Head of Service.
- 153.2 The Head of Service will be responsible for the dry cleaning of all issue clothing other than clothing not permitted to be worn for response.

**154. Amenities**

- 154.1 The Head of Service and UFU agree to develop, through the LCC, an appropriate standard for station amenities within 3 months of lodgement of this Agreement.

**155. Refreshments**

- 155.1 Appropriate refreshments will be provided for employees attending emergency calls, drills, watching duties and fire duties where the duration is expected to exceed 2 hours.
- 155.2 Where such duties coincide with a meal period detailed in clause 43.1, an appropriate meal will be more substantial than a snack.
- 155.3 It is the responsibility of the senior officer on scene to organise refreshments in accordance with clause 155.1.
- 155.4 Employees may waive the entitlement to a meal by signing and dating appropriate written records in the appropriate officers' notebook.

**156. Rotation Policy**

- 156.1 The Head of Service and UFU will review the current rotation policy for the purposes of administering fair and equitable rotation processes in the Fire Service. In developing this policy the following will be considered:
- (a) A general framework under which rotation of employees will occur;
  - (b) Fire Service operational requirements;
  - (c) Skills and knowledge development of employees;
  - (d) Leave management;
  - (e) Work and life balance including family responsibilities;
  - (f) Occupational health and safety; and
  - (g) The employee's travel arrangements

**157. Mandatory qualifications and training**

- 157.1 All persons employed in classifications set out in Annex A are required to maintain a level of competency to meet the Head of Service's minimum Workplace Health and Safety requirements.
- 157.2 All employees must be assessed as competent in each of the following:
- (a) provision of advanced first aid (annually);
  - (b) wearing of breathing apparatus (annually),

(c) driving and operating ESA/Fire Service appliances and vehicles (3 yearly).

- 157.3 To facilitate mandatory skills maintenance, the Head of Service will ensure that suitable courses are made available to ensure that competency levels can be maintained.
- 157.4 Any employee who has yet to attain the required level of competency at the date of effect of this Agreement must attain the required competency within six months. Failure to do so may result in action being taken in accordance with the underperformance measures contained in Section N.
- 157.5 Employees will be given training, guidance and opportunities necessary to assist them in gaining the competencies and qualifications required under this clause.
- 157.6 Where any employee is unable to maintain a mandatory qualification due to a medical condition, the procedures outlined in Section Q apply.
- 157.7 Subject to consultation, the mandatory qualifications described in this clause may be varied, or additional qualifications may be introduced as a consequence of new or modified requirements.

## **158. Career progression and opportunities**

- 158.1 The Head of Service is committed to providing its employees with opportunities and resources for career growth and development through participation in relevant pre-requisite learning and development activities, to enable employees to gain the necessary competencies, qualifications and skills for their substantive rank. All employees will be given the opportunity to gain the necessary qualifications for promotion to the next rank. The Head of Service will ensure that all employees have the opportunity to gain all qualifications necessary for promotion by the date of their eligibility for the promotion. The training for these purposes will be organised by the Head of Service at the expense of the Head of Service and attended within the Head of Services time.
- 158.2 All training provided by the Head of Service is intended to meet organisational needs and equip employees with the skills, knowledge and experience to safely perform the duties relevant to their classification and role.
- 158.3 Where training meets or exceeds nationally accredited training standards (e.g. the Public Safety Training Package), qualifications/statements of attainment will be issued. During the life of this agreement, the Head of Service will continue to align against the PSTP qualifications at Annex E.
- 158.4 Operational skills training will be delivered by suitably qualified urban fire fighters and/or officers, who possess current competence. Other suitably qualified experts may be incorporated into this training where appropriate and agreed.
- 158.5 Where possible, training delivery roles will be rotated to give employees opportunities to deliver training as part of their professional development.
- 158.6 All training and development opportunities, including Day Work opportunities, will be openly advertised to all Fire Service employees by email or Staff Minute. Selection for opportunities will be based on eligibility, merit and organisational requirements.

**Assessment**

- 158.7 Assessments and the learning materials for assessments (including for advancement and promotions) will be based on and reflect current work practice in the Fire Service. Wherever possible, assessments will be competency based and meet or exceed the learning outcomes of nationally accredited standards.
- 158.8 Learning materials and/or structured training that addresses the expected standard will be provided to employees prior to assessment. Assessment guidelines will be readily available to employees so that they understand the criteria and standards that they are to be assessed against.
- 158.9 Wherever possible, all assessment is to be undertaken by a qualified workplace assessor in the task to be assessed.
- 158.10 Where opportunity for assessment related to advancement is delayed through failure of the Head of Service to provide relevant learning materials, training, or assessment, the eligible date for advancement is not to be changed and the increase, if any, will be paid retrospectively to that date.
- 158.11 Where an employee is yet to successfully complete the requisite level of education for the classification, this requirement will form part of the employee's performance development plan and qualifications will be completed within a reasonable period of time.
- 158.12 Employees who do not currently possess the requisite qualification for their classification will be encouraged and supported by the Fire Service through the performance development process, to attain the qualification.

**159. Qualification allowance**

- 159.1 The qualification allowance described in Annex C that applies to FB 5 and FB 6 will only be payable to employees who participate in and are found suitable and ranked in the merit selection process described at 18.
- 159.2 The process described at clause 18 is valid for 24 months and the qualifications allowance will be payable for the 24 months. At the end of the 24 months, if the employee has not been promoted, the allowance will cease to be payable if the employee has not participated in and been found suitable in another merit process.
- 159.3 Employees at the FB 5 and FB 6 currently in receipt of the qualification allowance will maintain their allowance until promoted, but will be required to participate in the process described at 18 to be eligible for promotion and relieving.
- 159.4 The Head of Service will have the authority within the budget for approving assistance for formal studies in any one or a combination of the following options:
- (a) approval as a full-time or part-time student;
  - (b) travel to and from study activities;
  - (c) study leave; and/or
  - (d) financial assistance.



**ANNEX A – CLASSIFICATIONS AND RATES OF PAY**

1. This Annex shows the annual salary rates and will be the total salary for the purpose of a composite wage.

Classification	As at 1 July 2012	\$2090 or 2% 1 July 2013	1.5% from 3.7.2014	1.5% from 9.4.2015	1.5% from 8.10.2015	1.5% from 7.4.2016	1.5% from 6.10.2016	1.5% from 6.4.2017
	Annual	Annual	Annual	Annual	Annual	Annual	Annual	Annual
FB8 Superintendent)	\$126,075	\$128,597	\$130,525	\$132,483	\$134,471	\$136,488	\$138,535	\$140,613
FB7 (Commander)	\$108,969	\$111,148	\$112,816	\$114,508	\$116,225	\$117,969	\$119,738	\$121,534
FB6 (Station Officer)	\$91,216	\$93,306	\$94,706	\$96,126	\$97,568	\$99,032	\$100,517	\$102,025
FB5 (Senior Fire Fighter)	\$80,073	\$82,163	\$83,395	\$84,646	\$85,916	\$87,205	\$88,513	\$89,841
FB4 (FF 1 <sup>st</sup> Class A)	\$75,896	\$77,986	\$79,156	\$80,343	\$81,548	\$82,771	\$84,013	\$85,273
FB3 (FF 2 <sup>nd</sup> Class)	\$69,630	\$71,720	\$72,796	\$73,888	\$74,996	\$76,121	\$77,263	\$78,422
FB2(FF 3 <sup>rd</sup> Class)	\$66,148	\$68,238	\$69,262	\$70,300	\$71,355	\$72,425	\$73,512	\$74,614
FB1 (FF 4 <sup>th</sup> Class in Training)	\$61,289	\$63,379	\$64,330	\$65,295	\$66,274	\$67,268	\$68,277	\$69,301

2. The total salary amount will be payable for all purposes in lieu of the following:

- (a) Base wage
- (b) Shift loading (including public holidays, weekends and shiftwork)
- (c) Industry allowance
- (d) Standard overtime
- (e) Breathing apparatus wearing allowance
- (f) Drive fire fighting vehicle
- (g) Drive other vehicle
- (h) First aid

3. The divisor for determining an hourly rate for the purposes of calculating overtime payments based on the fortnightly rate will be 86.3240.

## Classifications

4. The classifications under this agreement are from the 2006 Work Value claim and are as follows:
5. Recruit Firefighter (FB1)  
A Recruit Firefighter (FB1) is an employee who, having satisfied the minimum entry requirements of the Fire Service as determined by the Head of Service, has entered into and is completing the Fire Service’s recruit training or lateral recruit induction program.

An employee at this level:

- undertakes sufficient training and acquires sufficient skills so as to meet the requirements of the Fire Service to perform its functions under the Emergencies Act;
- undertakes sufficient training to enable him or her to work effectively as part of an emergency response team;
- undertakes sufficient training to become competent to perform the duties of a firefighter in accordance with the policies and standard operating procedures of the Fire Service; and
- maintains standards of behaviour and performance as determined by the Head of Service.

6. 3<sup>rd</sup> Class Firefighter (FB2)  
A 3<sup>rd</sup> Class Firefighter (FB2) is an employee who:

- (a) has successfully completed the Fire Service’s recruit training program; and
- (b) possesses sufficient knowledge and experience to perform duties at this level.

An employee at this level:

- as part of an emergency response team responds to and deals with the type of incidents referred to in Part 4.2 of the Emergencies Act;
- under direct supervision, assists Station Officers in the command, control and co-ordination of personnel and resources;
- under supervision in a team environment provides assistance to more senior employees including subject matter advice and technical support;
- assists in the implementation of training and skills acquisition in conjunction with senior staff;
- understands and applies relevant legislation, regulations and policy to a degree appropriate to this level; and
- represents the Fire service at various functions in an official capacity.

7. 2<sup>nd</sup> Class Firefighter (FB3)  
A 2<sup>nd</sup> Class Firefighter (FB3) is an employee who:

- (c) has completed 2 years’ satisfactory service as a firefighter;
- (d) has achieved the required competencies and Fire Service specific training to enable him or her to perform the duties of this level; and
- (e) possesses sufficient knowledge and experience to perform duties at this level.

An employee at this level:

- works above and beyond an employee at the 3<sup>rd</sup> Class Firefighter (FB2) level;

- as part of an emergency response team responds to and deals with the types of incidents referred to in Part 4.2 of the Emergencies Act;
- assists more senior classification level employees in the command, control and co-ordination of personnel and resources;
- under supervision and as part of a team provides leadership and assistance including subject matter advice and technical support;
- undertakes and completes tasks of a technical and complex nature in high pressure emergency where time critical actions and decisions are required;
- assists in the implementation of Fire Service training and skills acquisition in conjunction with more senior classifications;
- understands and applies relevant legislation and Fire Service policy appropriate to this level; and
- represents the Fire Service at various functions in an official capacity.

**8. 1<sup>st</sup> Class Firefighter (FB4)**

A 1<sup>st</sup> Class Firefighter (FB4) is an employee who:

- (a) has completed 1 years' satisfactory service at 2<sup>nd</sup> Class Firefighter (FB3) level;
- (b) possesses the required competencies and has completed the Fire Service specific training to perform the duties of this level; and
- (c) possesses sufficient knowledge and experience to perform duties at this level.

An employee at this level:

- works above and beyond an employee at the 2nd Class Firefighter (FB3) level;
- as part of an emergency response team responds to and deals with the types of incidents referred to in Part 4.2 of the Emergencies Act;
- under limited direction assists Station Officers in the command, control and co-ordination of personnel and resources;
- undertakes tasks of a highly complex technical nature, in often high pressure emergency situations;
- assists higher level employees in providing leadership, guidance and assistance including technical advice under limited supervision in a team environment;
- assists in the investigation and presentation of information to more senior officers;
- assists senior staff in the development and co-ordination of identified areas of training and skills acquisition in conjunction with supervisors and trainers;
- understands and applies relevant legislation and Fire Service policy appropriate to this level; and
- represents the Fire service at various functions in an official capacity.

**9. Senior Firefighter (FB5)**

A Senior Firefighter (FB5) is an employee who:

- (a) has completed 2 years' satisfactory service at 1<sup>st</sup> Class Firefighter (FB4) level;
- (b) has the required competencies and Fire Service specific training to work at this level; and
- (c) possesses sufficient knowledge and experience to perform duties at this level.

An employee at this level:

- as part of an emergency response team responds to and deals with the types of incidents referred to in Part 4.2 of the Emergencies Act;
- assists in the command, control and co-ordination of personnel and resources under the direction of higher level employees;
- provides leadership, guidance and assistance including technical advice under limited supervision in a team environment;
- assists in the development and co-ordination of identified areas of training and skills acquisition in conjunction with supervisors and trainers;
- possesses knowledge in technical and administrative areas of the Fire Service including relevant legislation, standard operating procedures, memoranda of understanding and policy; and
- represents the Fire Service at various functions in an official capacity.

#### **10. Station Officer (FB6)**

A Station Officer (FB6) is an employee who:

- (a) has completed 7 years' satisfactory service as a firefighter;
- (b) has the required competencies and Fire Service specific training to perform at this level; and
- (c) possesses sufficient management knowledge and experience to perform duties at this level.

An employee at this level:

- as part of an emergency response team responds to and deals with the types of incidents referred to in Part 4.2 of the Emergencies Act;
- commands, controls and co-ordinates resources and personnel in an emergency environment;
- provides leadership, guidance and assistance including technical and/or professional advice across a range of Fire Service activities;
- manages the operation of an organisational element, programme or activity;
- develops, co-ordinates and oversees specific areas of training needs and development opportunities for Fire Service staff;
- under limited direction, provides high level administrative and technical support to the Fire Service;
- provides subject matter expertise or policy advice including technical or professional advice, across a wide range of programmes or activities;
- undertake, manage and complete tasks of a highly technical and complex nature;
- possesses knowledge in technical and administrative areas of the Fire Service including relevant legislation, standard operating procedures, memoranda of understanding and policy; and
- represents the Fire Service at various functions in an official capacity.

#### **11. Commander (FB7)**

A Commander (FB7) is an employee who:

- (a) has been employed at the Station Officer (FB6) level for a minimum of two years;
- (b) has the required competencies and Fire Service specific training to perform at this level; and

- (c) possesses sufficient advanced management knowledge and experience to perform duties at this level.

An employee at this level:

- as part of a senior management emergency response team responds to and deals with the types of incidents referred to in Part 4.2 of the Emergencies Act;
- commands and controls significant resources at emergency incidents that demand a high degree of thought and judgment;
- provides expert, complex and technical advice to senior staff about policy and planning;
- in conjunction with project managers, plans, develops, co-ordinates and oversees major, complex and technical Fire Service functions;
- possesses a high degree of knowledge in technical and administrative areas of the Fire Service including legislation, policies, procedures, memoranda of understanding and agreements;
- liaises with staff at a functional/agency level to achieve organisational outcomes;
- represents the Fire Service in an official capacity at meetings, conferences, seminars and in legal and industrial proceedings; and
- final authority in relation to a range of matters may be exercised at this level.

## **12. Superintendent (FB8)**

A Superintendent (FB8) is an employee who:

- (d) has been employed at the Commander (FB7) level;
- (e) has the required competencies and Fire Service specific training to perform at this level; and
- (f) possesses sufficient advanced management knowledge and experience to perform duties at this level.

An employee at this level:

- as part of a senior management emergency response team responds to and deals with the types of incidents referred to in Part 4.2 of the Emergencies Act;
- commands and controls significant resources at emergency incidents that demand a high degree of thought and judgment;
- provides highly complex and technical policy and planning advice to the Head of Service and/or Government agencies;
- plans, develops, co-ordinates and oversees major, specialised and highly complex Fire Service functions and projects;
- works at a strategic level with complex matters often involving multiple agencies and jurisdictions to achieve coordinated outcomes;
- possesses expert knowledge in technical and administrative areas of the Fire Service including legislation, policies, procedures and industrial relations;
- constantly adapts principles to new and unusual problems and deals with frequent policy changes; and
- represents the Fire Service in an official capacity at meetings, conferences, seminars and legal proceedings at a local, national and international level

## **ANNEX B – ATTRACTION AND RETENTION INCENTIVES**

### ***Introduction***

- 1.1. This Section sets out the Framework that applies to both individual Attraction and Retention Incentives (ARIns) and to ARIns for groups of employees.
- 1.2. This Framework may be accessible to all employees (other than casual employees) in all classifications covered by this Agreement, in accordance with the terms of this Framework.
- 1.3. A Director-General may, subject to paragraph 1.4 enter into an ARIn with an employee for a specified period of time or for a specific project and the ARIn may be varied by agreement between the Director General and the employee.
- 1.4. A Director – General may only enter into, or vary, an ARIn following the provision of a written submission to the Head of Service, addressing the criteria in paragraph 5.1.
- 1.5. In this Framework, a reference to position, employee, occupant or union includes positions, employees, occupants or unions.

### **2. Approval**

- 2.1. An ARIn may only be agreed and approved in accordance with this Framework.
- 2.2. The Director-General may only approve an ARIn if the Director-General is satisfied that the position and the employee occupying the position meet the ARIn eligibility criteria set out in paragraph 5.1 of this Framework.
- 2.3. Prior to any ARIn being agreed, the Director-General must discuss the proposed terms of the ARIn with the employee who is currently occupying the position or who is to occupy the position. In these discussions, the employee may invite a union or other employee representative to assist the employee.
- 2.4. An ARIn must not be agreed where it would result, when assessed as a whole, in a reduction in the overall terms and conditions of employment provided for the employee under this Agreement or provide terms and conditions that are, in a particular respect, less favourable than the National Employment Standards or the rates of pay set in this Agreement for the same work at the same classification level.
- 2.5. Where it is proposed that an ARIn will replace or reduce a condition of employment contained in this Agreement the Director-General will consult with the relevant union(s) about the proposed change. In consulting with the union(s), the Director-General will.
  - (a) provide the union(s) with relevant information about the position and the proposed change;
  - (b) give the union(s) a reasonable opportunity to consider this information and, if the union(s) wishes, provide written views to the Director-General within seven days; and,
  - (c) take into account any views of the union(s) and provide a written response before deciding to enter into or vary the ARIn.

Information that the Director-General provides to the union(s) under paragraph 2.5 (a) will not include information that might directly or indirectly disclose the identity of the particular employee.

- 2.6. At any time following the conclusion of the consultation required under paragraph 2.5 the Director-General and the employee may agree on the terms of an ARIn to apply to the position that the employee occupies
- 2.7. The terms and conditions of employment of this Agreement will continue to form the principal basis for employees covered by this Agreement. Accordingly, where an ARIn applies to an employee, the terms and conditions of the employee is a combination of:
- a) the terms and conditions contained in this Agreement; and
  - b) the terms and conditions contained in the ARIn.
- 2.8. The terms and conditions of employment contained in an ARIn prevail over the terms and conditions of employment contained in this Agreement to the extent of any inconsistency.

### **3. Application**

- 3.1. The ARIn will commence from the date specified in the ARIn.
- 3.2. The ARIn will cease to operate when this Agreement is replaced by a further enterprise agreement unless:
- a) the ARIn ceases to operate at an earlier time in accordance with the provisions of this Framework; or
  - b) the ARIn continues to operate under the provisions in the replacement enterprise agreement.
- 3.3. Subject to this Framework, the ARIn will operate while the employee continues to be the occupant of the position identified in the ARIn.
- 3.4. Subject to this Framework, the ARIn will cease to apply to the employee where:
- a) the Director-General determines, following a review provided for under paragraph 7 of this Framework, the ARIn should no longer apply to the position; or
  - b) the employee vacates the position identified in the ARIn including when the employee agrees to go unattached or is temporarily transferred to another position.
- 3.5. Notwithstanding paragraphs 3.3 and 3.4, the ARIn will automatically cease to apply to the employee after fifteen months unless the ARIn is reviewed and either extended or renewed.
- 3.6. Where an employee party to an ARIn temporarily vacates the position and another employee is selected to act in the position, the Director-General may, upon the provision of a submission to the Head of Service, determine the ARIn applies to the employee who is acting in the position.
- 3.7. Subject to paragraph 3.8 an ARIn will continue to operate under the enterprise agreement of the gaining Directorate where there is a transfer of a position arising from:
- a) machinery of Government changes; or
  - b) management initiated changes; or
  - c) changes to the Administrative Arrangement Orders.
- 3.8. An ARIn will continue to operate in accordance with paragraph 3.7 only where the position and the occupant continue to meet the ARIn eligibility criteria.
- 3.9. If following Machinery of Government or management initiated changes, the position or the occupant of the position cease to meet the eligibility criteria, the ARIn will cease to operate.

- 3.10. The Director General must provide the employee with a minimum of 90 days (or less if agreed by the employee) written notice before the ARIn ceases to operate under paragraph

#### **4. Deeming**

4.1. Subject to paragraph 4.2 a Special Employment Arrangement (SEA) that applied to an employee covered by this Agreement on the date the Agreement commenced operation will be deemed to continue to operate under this Agreement, either:

- a) in its current terms; or
- b) subject to such variations that are agreed between the Director General and the employee concerned and the provision of a submission to the Head of Service.

provided:

- c) the SEA had had either commenced or been reviewed within 12 months preceding the date of this Agreement commenced operation; or
- d) a review of the SEA has begun (within 12 months preceding the date this Agreement commenced operation) but was not completed when this Agreement replaced the previous enterprise agreement.

For paragraph 4.1 (a) or (b) above, the terms and conditions of this Agreement will apply as if the SEA had been made under this Agreement. This includes the pay increase on 1 July 2013, where the SEA provides for increases linked to pay increases,- but excludes all other pay increases under subclause 36 of this Agreement.

4.2. Despite paragraph 4.1 the Director General and the employee to whom an SEA applied under the previous enterprise agreement may, subject to the provision of a submission to the Head of Service, agree to enter into an ARIn in accordance with this Framework.

#### **5. Eligibility Criteria**

5.1. In determining whether an ARIn should apply to a position, the Director-General and Head of Service will take into account the following criteria:

- a) the position is critical to the operation of the Directorate or to a business unit in the Directorate;
- b) an employee who occupies the position requires specialist qualifications or specialist or high level skills;
- a) the skills required by the employee who occupies the position are in high demand in the marketplace;
- b) the position would incur significant costs to replace

5.2. In considering paragraph 5.1 (c) the Director-General and Head of Service must take into account relevant market data.

5.3. Where an Australian Workplace Agreement is terminated, the position that the employee who was a party to the Australian Workplace Agreement occupies will be deemed to have met the eligibility criteria at paragraph 5.1.



## **6. Scope of an Attraction and Retention Incentive**

- 6.1. An ARIn may contain:
- a) enhanced pay rates;
  - b) provision for privately plated vehicles where the Director-General and Head of Service considers there is a clear, unambiguous and exceptional need;
  - c) other terms and conditions of employment where the Director-General and Head of Service considers there is a clear, unambiguous and exceptional need;
  - d) in the case where an Australian Workplace Agreement is terminated, the terms and conditions of employment that were contained in the Australian Workplace Agreement.
- 6.2. Should the Director-General consider that there is a compelling reason for the Directorate to pay enhanced rates of pay in excess of 50% of the base rate of pay for the position's classification, the Director-General will apply to the Head of Service for approval to do so.
- 6.3. An application to the Head of Service under paragraph 6.2 must include relevant and appropriate market data as well as an explanation of why the Director-General considers that there is a need to pay above 50%.
- 6.4. In assessing whether an ARIn should be paid to any employee, the Director-General and Head of Service will give particular consideration to the consequences the granting of the ARIn may have on the Territory's ability to recruit and/or retain executive positions .
- 6.5. The rates of pay component of an ARIn counts as pay for all purposes including superannuation and for the purposes of calculating the rate of pay for annual leave, long service leave, paid personal leave, paid maternity leave, redundancy payments and other paid leave granted under this Agreement. If leave is on reduced pay or without pay, the pay component of the ARIn must be reduced on a pro-rata basis.
- 6.6. Normal incremental advancement will continue to apply in relation to the base rate of pay of the employee.
- 6.7. The pay component of an ARIn is payable by fortnightly instalment.
- 6.8. Notwithstanding paragraph 6.7 the pay component of an ARIn, or part thereof, may be paid as a lump sum subject to the condition that this is agreed in advance and is not directly linked to performance.
- 6.9. The terms of the ARIn must contain provisions:
- a) setting out the level of the employee's base rate of pay
  - b) setting out the pay component, any other terms and conditions of employment that are to apply under the ARIn, and the total dollar value of the ARIn;
  - c) stating that the terms and conditions of the employee will revert to the applicable rates of pay and terms and conditions of employment under this Agreement in the event the ARIn ceases to operate or is terminated; and
  - d) containing the terms of this Framework.

## **7. Review of Attraction and Retention Incentives**

- 7.1. The-Director-General must review an ARIn at least annually from the date of the signing of the ARIn to determine whether it should continue to operate
- 7.2. In addition, the Director-General must also review an ARIn where:

- a) the position is no longer critical to the operation of the Directorate or business unit in the Directorate; or
  - b) the employee no longer holds the required specialist qualifications
- 7.3. In reviewing the ARIn, the Director-General must consider whether the position and the employee who occupies the position continue to meet the ARIn eligibility criteria. The Director-General must take into consideration relevant market data when reviewing an ARIn.
- 7.4. The Director-General will consult with the employee party to the ARIn when undertaking a review. In these consultations, the employee may invite a union or other employee representative to assist the employee.
- 7.5. Subject to paragraph 7.6, if following the conclusion of the review under paragraph 7.1 or 7.2, and the consultation required under paragraph 7.4 the Director-General:
- a) concludes from the review that the position and employee who occupies the position continue to meet the ARIn eligibility criteria, the ARIn will continue to apply to the employee; or
  - b) considers that the terms of the ARIn should be varied to reflect relevant changes, the ARIn will be varied accordingly.
- 7.6. An action under paragraph 7.5 is subject to the Director-General providing a written submission to the Head of Service that the ARIn continue, or be varied.
- 7.7. If, following the conclusion of the consultation required under paragraph 7.4 the Director-General concludes from the review that the position or the employee who occupies the position do not meet the ARIn eligibility criteria, the ARIn will, subject to clause 7.9, cease to operate.
- 7.8. To avoid doubt, in the case of ARIns for a group of employees, paragraph 7.7 will not affect the ARIns of those employees in the group that continue to meet the ARIn eligibility criteria.
- 7.9. The Director-General must provide the employee with a minimum of 90 days written notice, or less if agreed by the employee, before the ARIn ceases to operate under paragraph 7.7 or is varied under paragraph 7.5 (b)

## **8. Salary Sacrifice Arrangements**

- 8.1. Remuneration and conditions provided under an ARIn may be used for the purposes of salary sacrifice arrangements in accordance with the Salary Sacrifice Arrangement provisions of this Agreement. Where an employee salary sacrifices any part of the terms of an ARIn and in accordance with this Framework the ARIn ceases to apply, the employee must notify the salary sacrifice arrangement provider that the terms of the ARIn can no longer be packaged.

## **9. Notification**

- 9.1. The Director-General will provide information to the Chief Minister and Treasury Directorate about ARIns approved by the Director-General for employees in the Directorate during the reporting year, for inclusion in the State of the Service Report.
- 9.2. The Chief Minister and Treasury Directorate will provide regular reports to the union(s) on ARIns including details of the number, terms and classifications of all ARIns approved by Directorates.

## **10. Interpretation**

10.1. In this Framework, unless the contrary intention appears

‘base rate of pay’ in relation to an employee is the rate of pay payable under Annex A of this Agreement for the employee’s classification on the date the ARIn commences, or for a review, on the date that the ARIn is approved or varied following a review.

‘Director-General’ means the person occupying the position of Director-General of the relevant Directorate, or their nominated delegate.

‘Head of Service’ means the person occupying the position of Director-General of the Chief Minister and Treasury Directorate and exercising the powers of the Head of Service.

‘occupant’ means an employee who occupies a position to which an ARIn applies

‘relevant market data’ includes but is not limited to job sizing assessments, recruitment experience, market surveys and job advertisements. Where a job sizing assessment or market survey is used as relevant market data, the assessment or survey must be undertaken by a remuneration consultant or internal remuneration employee.

**ANNEX C EXPENSE, DISABILITY AND SKILL RELATED ALLOWANCES****1. Other Allowances**

1.1 The following rates will apply for other allowances:

<b>Allowance</b>	<b>Description</b>	<b>Payment Frequency</b>	<b>Rate from 1.7.2012</b>	<b>2% from 4.7.2013</b>	<b>1.5% from 3.7.2014</b>	<b>1.5% from 9.4.2015</b>	<b>1.5% from 8.10.2015</b>	<b>1.5% from 7.4.2016</b>	<b>1.5% from 6.10.2016</b>	<b>1.5% from 6.4.2017</b>
Fire safety allowance	An employee is transferred to the Infrastructure & Development Department and is engaged on work involving approval of plans submitted to the Fire Service for inspection.	Fortnight	\$42.53	\$43.38	\$44.03	\$44.69	\$45.36	\$46.04	\$46.73	\$47.43
Qualification allowance (**refer to clause 159)	An FB 5 having completed 2yrs service at the rank of senior firefighter and having been selected and satisfactorily completed the FB 6 development program and is ranked on the current order of merit list	Fortnight	\$42.71	\$43.56	\$44.22	\$44.88	\$45.55	\$46.24	\$46.93	\$47.63
	An FB 6 having completed 2 yrs service at the rank of FB 6 and having been selected and satisfactorily completed the FB 7 development program and is ranked on the current order of merit list	Fortnight	\$53.30	\$54.37	\$55.18	\$56.01	\$56.85	\$57.70	\$58.57	\$59.45
Driver of in-service aerial and transport appliances	Payable to any employee qualified to drive and currently considered competent to operate any aerial and transport appliance presently in service	Fortnight	\$19.34	\$19.73	\$20.02	\$20.32	\$20.63	\$20.94	\$21.25	\$21.57

Annex C – Expense, Disability and Skill Related Allowances

Allowance	Description	Payment Frequency	Rate from 1.7.2012	2% from 4.7.2013	1.5% from 3.7.2014	1.5% from 9.4.2015	1.5% from 8.10.2015	1.5% from 7.4.2016	1.5% from 6.10.2016	1.5% from 6.4.2017
	with the Fire Service.									
Comcen allowance	This is payable to ACTF&R employees performing duties as the Comcen supervisor or operator as per clause 4 of this Annex	Per shift	\$14.59	\$14.88	\$15.11	\$15.33	\$15.56	\$15.80	\$16.03	\$16.27
Meal allowance	An employee who is req. to be absent from Canberra overnight will be reimbursed for reasonable costs of meals on production of receipt.	Per meal	\$24.76	\$25.26	\$25.63	\$26.02	\$26.41	\$26.80	\$27.21	\$27.62
Motor vehicle allowance	per km (1) Small car – -1600cc non-rotary - 800cc rotary:		\$0.70	\$0.71	\$0.72	\$0.74	\$0.75	\$0.76	\$0.77	\$0.78
Reimbursement for all reasonable costs incurred travelling between the permanent and temporary station	per km (2) Medium 1601-2600cc non-rotary - 801-1300cc rotary:		\$0.81	\$0.83	\$0.84	\$0.85	\$0.86	\$0.88	\$0.89	\$0.90
	per km (3) Large - over 2600cc non-rotary: - over 1300cc rotary:		\$0.82	\$0.84	\$0.85	\$0.86	\$0.87	\$0.89	\$0.90	\$0.91
Relieving employees and employees relieving allowance (out duties allowance)	To compensate for excess fares and travelling time incurred by employees to and from work when reporting for duty somewhere other than employees permanent station	Per shift	\$17.76	\$18.12	\$18.39	\$18.66	\$18.94	\$19.23	\$19.52	\$19.81

Allowance	Description	Payment Frequency	Rate from 1.7.2012	2% from 4.7.2013	1.5% from 3.7.2014	1.5% from 9.4.2015	1.5% from 8.10.2015	1.5% from 7.4.2016	1.5% from 6.10.2016	1.5% from 6.4.2017
Fire engineering	Employees qualified to graduate certificate 3959 and/or graduate certificate Fire Engineering, and occupying alternate solutions and/or the bush fire prone area positions in the Infrastructure and Development Section.	Fortnight	\$503.91	\$513.99	\$521.70	\$529.52	\$537.47	\$545.53	\$553.71	\$562.02
Fire investigator	When rostered on, or called on, to perform duty	Fortnight	\$100.77	\$102.79	\$104.33	\$105.89	\$107.48	\$109.09	\$110.73	\$112.39
Carry out duties as a driving instructor	A relevantly qualified employee who is called upon to carry out duties as a driving instructor	Per shift	\$2.20	\$2.24	\$2.28	\$2.31	\$2.35	\$2.38	\$2.42	\$2.45
Hazmat/CBR level 2	A relevantly qualified employee who is rostered on an appliance for which the possession of this skill is a minimum requirement for the crewing or who is called in to assist on an appliance where this skill is required	Per shift	\$12.59	\$12.84	\$13.03	\$13.23	\$13.43	\$13.63	\$13.83	\$14.04
Vertical Rescue Level 2	A relevantly qualified employee who is rostered on an appliance for which the possession of this skill is a minimum requirement for the crewing or who is called in to assist on an appliance where this skill is required	Per shift	\$10.07	\$10.27	\$10.43	\$10.58	\$10.74	\$10.90	\$11.07	\$11.23
USAR Level 2	A relevantly qualified employee who is rostered on an appliance for which the possession of this skill is a minimum requirement for the crewing or who is called	Per shift	\$12.59	\$12.84	\$13.03	\$13.23	\$13.43	\$13.63	\$13.83	\$14.04

Allowance	Description	Payment Frequency	Rate from 1.7.2012	2% from 4.7.2013	1.5% from 3.7.2014	1.5% from 9.4.2015	1.5% from 8.10.2015	1.5% from 7.4.2016	1.5% from 6.10.2016	1.5% from 6.4.2017
	in to assist on an appliance where this skill is required									
Compressed Foam Appliance Operator Level2	A relevantly qualified employee who is rostered on an appliance for which the possession of this skill is a minimum requirement for the crewing or who is called in to assist on an appliance where this skill is required	Per shift	\$7.54	\$7.69	\$7.81	\$7.92	\$8.04	\$8.16	\$8.29	\$8.41
Breathing apparatus technician	Payable to any employee who is attached to the Breathing Apparatus Service Maintenance Section where their main duties are servicing and maintenance of breathing apparatus and other associated specialist equipment	Fortnight	\$35.60	\$36.31	\$36.86	\$37.41	\$37.97	\$38.54	\$39.12	\$39.71

**2. Travelling - Meal allowance**

- 2.1 An employee required to be absent from Canberra will be reimbursed the reasonable costs of meals on the production of receipts as per the Public Sector Management Standards.
- 2.2 The Head of Service and UFU agree to develop a policy for conditions for employees engaged in task force operations. This policy will be developed through the FBCC during this Agreement.

**3. Relieving employees and employees relieving allowance**

- 3.1 Employees are entitled to an allowance per shift as per 1.1 of this Annex where they are directed to report for duty at other than their permanent station. Time spent travelling will not count as time worked.
- 3.2 Where an employee reports for duty at their permanent station and is subsequently directed to report for relieving or temporary duty at another station during that shift they will receive:
- (a) 50% of the allowance provided for in 3.1 if at the end of the shift the employee is not required to return to their permanent station; and
  - (b) reimbursement of all reasonable costs incurred in travelling between the permanent and temporary station.
  - (c) For the purpose of 3.2(a), costs incurred will be on the basis of actual fares paid or, where a private vehicle is used, at the rates contained in the PSM Standards.

**4. Communication Centre (Comcen) allowance**

- 4.1 This allowance is payable to employees performing duties in the Comcen, working at an agreed level of competence.
- 4.2 An employee, at or below the rank of FB5 (Senior Firefighter, who has successfully completed the appropriate training and performs duties in the Comcen delivering communications service to the operational areas of the ESA will carry the local title of Comcen Operator or Operator.
- 4.3 An employee who, having attained the rank of FB 6 and gained the appropriate training, performs duties in the Comcen as the officer in charge of other Fire Service employees performing duties as Operators will carry the local title of Comcen Supervisor or Supervisor.
- 4.4 An employee who possesses the appropriate training and is required to perform duties in the Comcen as either an Operator or Supervisor will be paid an allowance for each shift such duties are performed.
- 4.5 The allowance specified in clause 1.1 of this Annex will be varied as specified in clause 36.2.



- 4.6 The Comcen Allowance specified at 1.1 of this Annex is only paid for performance of duties in the Comcen and in the following circumstances:
- (a) where the employee is attached, or transferred, to the Comcen - during any of the types of leave specified in this Agreement;
  - (b) where the employee is relieving in the Comcen the allowance is not payable on any types of leave.
- 4.7 Payment of the allowance as per clause 4.1 of this Annex will be appropriately reduced during periods of leave on reduced pay.
- 4.8 Payments during periods of compensation, long service and other types of leave will be governed by the regulations and guidelines associated with the relevant legislation.
- 4.9 The provisions of clauses 4.1 of this Annex apply to the performance of both overtime and ordinary duties.
- 4.10 The following conditions will apply to the Comcen:
- (a) All Operators and Supervisors must be capable of doing all tasks required for the efficient functioning of the communications area;
  - (b) An FB 6 required to work in Comcen will be required to complete the training necessary to perform the role of Supervisor before they can take up duty as a Supervisor;
  - (c) whilst employees are undertaking the appropriate training for Comcen they will be supernumerary to staffing requirements and are not eligible to receive the Comcen Allowance;
  - (d) Employees attached to Comcen will maintain their firefighting competencies in line with Fire Service training policy, unless medical evidence indicates that this is not appropriate;
  - (e) Employees in Comcen are subject to the Fire Service rotation policy, unless medical evidence indicates that this is not appropriate.

## ANNEX D – OTHER LEAVE

Purpose of Leave	With/ Without pay	Counts as Service	Description of Leave
<b>To accompany domestic partner on a posting</b>	Without	No	The Head of Service may grant leave without pay to enable an employee to accompany the employee's domestic partner for the period, or part of the period of a temporary posting overseas or interstate.  Leave to accompany a domestic partner on a posting is granted without pay and does not count as service for any purpose. The maximum period of leave that may be granted is the period during which the domestic partner of the employee is required to perform duties overseas, or interstate.
<b>Leave to attend proceedings at Fair Work Commission.</b>	With/ Without	Yes	The Head of Service may grant leave to enable an employee who is a representative of a staff organisation to present a case, give evidence in proceedings or prepare material for submission to the Fair Work Commission. Up to a maximum of three months in any twelve month period to prepare a case on behalf of a staff organisation.
<b>Ceremonial leave for Aboriginal and Torres Strait Islander staff</b>	Without	No	The Head of Service may grant leave without pay to an employee of Aboriginal or Torres Strait Islander descent for ceremonial purposes connected with the death of a member of the employee's immediate or extended family, or for other ceremonial obligations under Aboriginal and Torres Strait Islander law.  The maximum period of ceremonial leave that may be granted is ten days in any two year period and is in addition to compassionate leave.  Ceremonial leave does not count as service for any purpose.
<b>Employment associated with compensation leave</b>	Without	Yes	The Head of Service may grant leave without pay to an employee to engage in employment outside the ACTPS if: <ul style="list-style-type: none"> <li>the employee is, or was, entitled to compensation leave under the <i>Safety, Rehabilitation and Compensation Act 1988</i> (Commonwealth); and</li> <li>the employment is part of a rehabilitation process under that Act.</li> </ul> The maximum period of leave of absence that may be granted to an employee under this section is three years.  A period of leave granted to an officer/employee

			under this section counts as service for all purposes.
<b>Defence service leave</b>	With for first 28 days then without  Additional 14 days with pay for recruit / initial training	Yes except for annual leave	<p>The Head of Service may grant leave to employees who are members of the Defence Reserve to meet peacetime training and deployment requirements.</p> <ul style="list-style-type: none"> <li>– 28 calendar days leave on full pay each year for participation in Defence Reserve training and deployment; and</li> <li>– an additional 14 calendar days leave on full pay for the for attendance at recruit/initial employment training (first year only) ; and</li> <li>– leave without pay for additional periods of Defence Reserve service.</li> </ul> <p>All leave granted for Defence Reserve purposes counts for service for all purposes, with the exception of unpaid leave in excess of six months which does not count for the purposes of annual leave.</p>
<b>Employment or work in the interests of defence or public safety</b>	Without	1 <sup>st</sup> twelve months – yes. 2 <sup>nd</sup> twelve months – yes except annual leave	<p>The Head of Service may grant leave without pay to an officer/employee to engage in work or employment that the Head of Service certifies is in the interests of the defence or public safety of the Commonwealth or the Territories.</p> <p>The maximum period of leave is two years.</p> <p>The first twelve months of leave granted counts as service for all purposes, including annual leave purposes. Subsequent leave counts as service for all purposes except annual leave. If an officer/employee does not return to duty with the ACTPS the LWOP does not count as service for any purpose.</p>
<b>Leave during hours of duty</b>	With or without	Yes	<p>The Head of Service may grant leave to an employee in respect of an absence from duty during the ordinary hours of duty on a day.</p> <p>If leave has been granted to an employee on any one day, leave must not be granted to the employee for any absence on the following day.</p> <p>Leave granted under this Section may be with or without pay, as determined by the Head of Service.</p> <p>Leave granted under this Section counts as service for all purposes.</p>
<b>Emergency leave for disasters</b>	With	Yes	<p>The Head of Service may grant leave with pay to an employee, following consultation with the relevant counter-disaster organisation (the appropriate responsible organisation, under current Australian disaster management arrangements, in relation to</p>

			<p>the place where the employee’s home is situated), where the employee’s home (the premises where the employee ordinarily resides or resides for the time being and from which the employee travels to work) or contents have been destroyed or significantly damaged (where the home is wholly or partly uninhabitable for health or safety reasons), if the Head of Service is satisfied that the leave is necessary to assist the employee to cope with the effects of the disaster.</p> <p>The maximum period of leave of absence that may be granted under this section is three days in each consecutive period of twelve months commencing on the day on which the officer/employee accrues a personal leave credit.</p>
<b>Engagement in employment in the interests of the ACTPS</b>	Without	Yes except for annual leave	<p>The Head of Service may grant leave without pay to enable an employee to engage in employment outside the ACTPS, whether in Australia or elsewhere, where the Head of Service is satisfied that the employment is in the interest of the Service.</p> <p>Unless otherwise approved by the Head of Service in special circumstances, an employee is not eligible to be granted leave to engage in employment outside the ACTPS unless:</p> <ul style="list-style-type: none"> <li>- in the case of an officer appointed on probation – the officer’s appointment has been confirmed; or</li> <li>- in the case of an officer not appointed on probation or a temporary employee – a continuous period of service or employment exceeding six months has been completed.</li> </ul> <p>The Head of Service may not grant leave without pay to enable an employee to engage in employment outside the ACTPS with a government-owned business enterprise to work in a position:</p> <ul style="list-style-type: none"> <li>- as a Principal Chief Executive Officer of the enterprise; or</li> <li>- equivalent to a Senior Executive Service Classification.</li> </ul> <p>The maximum period of leave that may be granted to an employee under this Section is five years. A period of leave granted to an employee under this Section counts as service for all purposes except annual leave.</p> <p>If an employee does not return to duty with the ACTPS the LWOP does not count as service for any purpose.</p>
<b>Sporting Leave</b>	With	Yes	The Head of Service may grant leave with pay to an

			<p>employee who is an accredited official or competitor to attend in that capacity for international sporting events or other events if the Head of Service is satisfied that:</p> <ul style="list-style-type: none"> <li>- the event has major international significance; or</li> <li>- the multidiscipline nature of the event warrants approval.</li> </ul> <p>The Head of Service may grant leave with pay to an employee with national or international sporting status to undertake sports training for representative competition.</p> <p>The period of leave with pay granted under this Section counts as service for all purposes.</p>
<b>Leave for Local Government purposes</b>	With	Yes	<p>The Head of Service may grant leave with pay to an employee who is a duly elected office holder of a local government council to enable the employee to attend formal meetings of the council.</p> <p>The maximum period of leave which may be granted to an employee under this Section is:</p> <ul style="list-style-type: none"> <li>- 5 days in any period of twelve months in the case of an employee who is the mayor or president of the council; and</li> <li>- in any other case, three days in any period of twelve months.</li> </ul> <p>Leave granted under this Section counts as service for all purposes.</p>
<b>Leave not provided for elsewhere</b>	Without/ With	No/Yes	<p>If, but for this section, an employee cannot be granted leave, the Head of Service may grant leave (the 'relevant period') to the employee up to a maximum period of twelve months.</p> <p>A period of leave granted must be without pay and does not count as service for any purpose except where the Head of Service directs in special circumstances that a period of leave granted is to be with pay to count as service having regard to:</p> <ol style="list-style-type: none"> <li>1. the purpose for which the leave is being taken;</li> <li>2. the length of service of the employee; and</li> <li>3. the length of the period for which the leave is being taken.</li> </ol> <p>Where a period of leave is granted with pay and is to count as service, the Head of Service may grant this leave on half-pay for a period not exceeding twice the relevant period. If the Head of Service approves the taking of this leave in this manner, this period of leave counts as service for all purposes.</p>
<b>Leave for returned soldiers for medical</b>	With	Yes	<p>The Head of Service may grant leave with pay to an employee who is a returned soldier to attend an</p>

purposes etc.			<p>appointment for periodical medical attention, prosthetic treatment or pension review under the <i>Veterans' Entitlement Act 1986</i> (Commonwealth). The maximum period of leave that may be granted to an employee is two weeks in each twelve month period commencing on the day on which the employee accrues a personal leave credit. Leave granted under this Section counts as service for all purposes.</p>
<b>Leave to attend as witness</b>	With / Without	Yes	<p>The Head of Service may grant leave to an employee to give evidence before a body or person before whom evidence may be taken on oath. Leave granted under this Section, with or without pay, counts as service for all purposes. Except for leave granted for a purpose specified below, leave must be without pay. The Head of Service may grant leave with pay for an employee to give evidence:</p> <ul style="list-style-type: none"> <li>• on behalf of a Territory, a State or the Commonwealth;</li> <li>• on behalf of an authority established by or under a law of a Territory, a State or the Commonwealth;</li> <li>• in a judicial review or administrative review proceeding where the matter being reviewed relates to the work of the employee;</li> <li>• before a Royal Commission appointed under a law of the Commonwealth;</li> <li>• before a person conducting an inquiry under a law of a Territory, a State or the Commonwealth; or</li> <li>• before a person or authority exercising arbitral functions under a law of a Territory, a State or the Commonwealth.</li> </ul> <p>An employee is entitled to retain any amounts received by way of witnesses' expenses. An employee who is granted leave with pay under this section who is required to travel to give evidence, is entitled to be reimbursed for reasonable travel expenses in accordance with Part 7.1 of the PSM Standards, on the same basis as if the employee had travelled in the course of the employee's duties. The total amount paid to the employee must be reduced by any amount received as witnesses' expenses.</p>
<b>Religious leave</b>	Without	No	<p>The Head of Service may grant leave to an employee to attend a ceremony integral to the practice of the employee's religious faith. To be eligible for religious leave, the employee must be an adherent to the particular religious faith and be a practising member of that religious faith.</p>

			<p>Religious leave is only available for ceremonies that are of significant importance to the particular faith and are generally observed by the entire faith. Religious leave is not available for ceremonies that are only of significance to the individual member of the particular religious faith. The employee should notify the employee's manager in advance of the particular ceremonies that the employee wishes to attend. Religious leave does not count as service for any purpose. The maximum period of leave that may be granted to an employee under this Section is ten days in two-year period.</p>
<b>Organ donation leave</b>	With	Yes	<p>The Head of Service may grant leave to an employee to enable the employee to donate an organ.</p> <p>The maximum period of leave that may be granted to an employee under this Section is three months in a twelve month period.</p> <p>A period of leave granted to an employee under this Section counts as service for all purposes.</p>
<b>Aboriginal and Torres Strait Islander Organisation Leave</b>	With/ Without	Yes	<p>Paid Leave will be granted for attendance to represent Aboriginal and Torres Strait Islander interests at ACT peak-body Aboriginal and Torres Strait Islander representative meetings where the employee is an elected representative. Such leave is separate from, and additional to personal leave. Employees granted Aboriginal and Torres Strait Islander Organisation leave will not accept any fee for attendance at the meeting, otherwise leave of absence will be granted without pay.</p> <p>Reimbursement of out-of-pocket expenses may be accepted.</p> <p>When claiming Aboriginal and Torres Strait Islander Organisation leave the employee will provide evidence of attendance at the meeting and details of any payment received.</p>

## **ANNEX E - ACT FIRE & RESCUE OPERATIONAL QUALIFICATION CHART**

The following qualification chart is a summary of the evidence presented to the AIRC in the Wages and Classification Review, decided in March 2006 [AW781966/PR969233].

This is the present standard used by the Fire Service for the maintenance of professional and technical expertise as outlined in the Emergencies Act 2004.

At the time of lodgement, progression and promotion is based on completion of the learning outcomes of the units below, to a nationally recognised standard.

The Head of Service and the UFU agree that these units may change due to changes to the PSTP, legislation or technology. Where changes occur that alter the training required for promotion the Head of Service and the UFU will agree on appropriate new training.

Training in addition to the units below may be undertaken at any time to address identified needs. Such additional training will only be included in the training for promotion or progression by agreement between the Head of Service and the UFU.

Changes to this standard will only occur following consultation between the Head of Service and the UFU.

A Fire Brigade 1 (FB1) on satisfactory completion of the Recruit Training College satisfies the requirements for Fire Brigade 2 (Third Class Firefighter) and competency in the following units and will exceed the requirements for Certificate II in Public Safety (Firefighting and Emergency Operations) PUA20601.

### Core Units

- PUAFIR201A Prevent Injury
- PUAFIR203A Respond to urban fire
- PUAFIR207A Operate Breathing Apparatus open circuit
- PUAEQU001A Prepare, maintain and test response equipment
- PUAOPE002A Operate communications systems and equipment
- PUATEA001A Work in a team
- PUAEME001A Provide emergency care
- PUASAR001A Participate in a rescue operation
- PUAFIR302A Suppress urban fire
- PUAFIR306A Render hazardous materials incidents safe
- PUAFIR308A Employ personal protection at a hazardous materials incident
- PUAFIR309A Operate pumps
- PUAEME002B Manage injuries at emergency incident
- PUAEME003B Administer oxygen in an emergency situation

### Elective Units

- PUAFIR204A Respond to wildfire
- PUAFIR206A Check installed fire safety systems
- PUAFIR202A Respond to isolated/remote structure fire
- PUAFIR305A Respond to aviation incidents (general)



- PUAFIR307A Monitor hazardous atmospheres
- PUASAR002A Undertake road accident rescue
- PUASAR004A Undertake vertical rescue
- PUASAR005A Undertake confined space rescue
- PUASAR006A Undertake trench rescue
- PUAFIR303A Suppress wildfire

#### Other Units

- Urban search and rescue (Category 1)
- FPIFGM069A Trim and cross cut felled trees
- FPIFGM110A Basic Felling
- Ladder theory
- Ropes and Knots
- Flashover
- 4x4 Driving
- Mass Decontamination
- Community Fire Unit awareness
- Gas awareness and firefighting
- Electrical awareness

A Fire Brigade 2 (FB2) on satisfactory completion of the following units of competency and 20 months service as an FB 2 satisfies the requirements for FB 3 (Second class Firefighter) and will exceed the requirements for Certificate III in Public Safety (Firefighting and Emergency Operations) PUA30601.

#### Core Units

- PUAVEH001A Drive vehicles under operational conditions
- PUAOHS002A Maintain safety at an incident scene
- PUATEA002A Work autonomously
- Elective Units
- PUAOHS001B Follow defined occupational health and safety policies and procedures
- PUACOM001B Communicate in the workplace
- PUALAW001A Protect and preserve incident scene
- PUATEA004B Work effectively in a public safety organisation
- PUAFIR208A Participate in community safety activities
- PUACOM005A Foster a positive organisation image in the community
- PUAOPE003A Navigate in urban and rural environments

A Fire Brigade 3 (FB3) on satisfactory completion of the following units of competency and 1 year service as an FB 3 satisfies the requirements for Fire Brigade 4 (First Class Firefighter).

#### Elective Units

- PUAFIR301A Undertake community safety activities
- PUAFIR314A Utilise installed fire safety systems
- PUASAR003A Undertake technical rescue
- PUAFIR310A Operate aerial or specialist appliances
- PUAFIR403A Assess building plans

#### Other Units

- Stage II rescue
- Workplace assessor AFC 3.22
- Train the trainer Certificate III
- Bronto aerial appliance
- Breathing apparatus support vehicle
- Vertical rescue II
- Urban search and rescue category II
- Hazmat/ CBR
- Fire investigation

A Fire Brigade 4 (FB4) on satisfactory completion of the Senior Fire Fighter development and assessment program, including the following units of competency, and 2 year service as a Fire Brigade 4 satisfies the requirements for Fire Brigade 5 (Senior Firefighter) and Certificate IV in Public Safety (Firefighting Supervision) PUA40301.

#### Core Units

- PUAOPE001A Supervise response
- PUAOPE004A Conduct briefings/ debriefings
- PUATEA003A Lead, manage and develop teams
- PUAPRO001A Promote a learning environment in the workplace

#### Elective Units

- PUACOM006A Plan and conduct a public awareness program
- PUAFIR404A Inspect dangerous goods facilities
- BSZ405A Plan and promote a training program
- BSZ407A Deliver training sessions
- PUAFIR401A Obtain incident intelligence
- PUAFIR405A Collect, analyse and provide regulatory information
- BSXFMI402A Provide leadership in the workplace
- PUACOM011A Develop community awareness networks
- PUACOM012A Liaise with media at a local level

#### Other Units (as required)

- Stage III rescue
- Certificate IV in Assessment and Workplace Training

A Fire Brigade 5 (FB 5) after 2 years service as a Fire Brigade 5 is eligible to apply for the FB 6 (Station Officer) Development Program. On successful completion of the FB 6 Development Program a Fire Brigade 5 satisfies the requirements for promotion to Fire Brigade 6 (Station Officer) and for competency in Diploma of Public Safety (Firefighting management) PUA50501.

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#### Core Units

- PUAOHS003A Implement and monitor the organisation’s occupational health and safety policies, procedures and programs
- BSXFMI506A Manage workplace information
- PUAFIR509A Implement prevention strategies
- PUAOPE005A Manage a multi-team response
- PUAOPE007A Command agency personnel within a multi-agency emergency response
- PUACOM007A Liaise with other organisations
- PUAFIR502A Develop incident control strategies

#### Elective Units

- PUAFIR503A Co-ordinate human resource management activities
- PUAFIR507A Inspect building fire safety systems
- PUAFIR510A Inspect for legislative compliance
- BSXFMI407A Manage quality customer service
- PUACOM008A Develop and organise public safety education programs

#### Other Units

- Legal concepts
- Vector command awareness
- Mass decontamination awareness

A Fire Brigade 6 (FB6) on completion of two years service as a Fire Brigade 6 is eligible to apply for the FB 7 (District Officer) Development Program. On satisfactory completion of the FB 7 Development Program a Fire Brigade 6 is qualified for promotion to the rank of Fire Brigade 7 (District Officer) and satisfies the requirements for competency in the following units and will exceed the requirements for Advanced Diploma of Public Safety (Firefighting management) PUA60501.

#### Core Units

- PUACOM010A Promote the organisation’s mission and services
- PUAMAN001A Manage the organisations public safety responsibilities
- PUAMAN003A Manage human resources
- PUAMAN007A Manage financial resources
- PUAOPE006A Control multi agency emergency situations

#### Elective Units

- PUAFIR504A Assist with formulation and implementation of plans and policies
- PUAFIR406A Develop prescribed burning plans
- PUAFIR407A Conduct prescribed burning
- PUAFIR602A Manage the implementation of community safety strategies
- BSXFMI509A Implement and monitor continuous improvement systems and processes
- BSXFMI510A Facilitate and capitalise on change and innovation
- PUAPRS20529A Manage marketing requirements
- PUACOM004A Manage organisational communication strategies
- PUAFIR601A Develop and administer agency policy, procedures and practices
- PUAOHS004A Establish and maintain the occupational health and safety system
- PUAOPE008A Coordinate resources within a multi agency emergency response

- PUAPOL019A Contribute to policy formulation and revision

Other Units

- Incident control system

## DICTIONARY

In this Agreement:

**ACTPS** means the Service established by section 12 of the Public Sector Management Act 1994.

**Advancement** means progression through fire fighter ranks FB 1 to FB 5

**Agreement** means the ACT Public Sector ACT Fire & Rescue Enterprise Agreement 2013 - 2017.

**Agency** means the ACT Justice and Community Safety Directorate.

**Appeal Panel** means the panel established under the provisions at 108.

**Appropriate training** means the level(s) of training required to perform the duties of the relevant classification as detailed in Annex E

**AQTF** means the Australian Quality Training Framework

**Officer** means an ACT Fire & Rescue employee at or above the classification of FB 6.

**Chief Officer** means the person appointed as Chief Officer (Fire and Rescue) under Section 29 of the Emergencies Act 2004.

**Commissioner for Public Administration** means the person appointed under section 18(1) of the Public Sector Management Act 1994.

**Comcen** means the Communication Centre of the Emergency Services Agency.

**Consultation** means the full, meaningful and frank discussion of issues/proposals and the consideration of both parties view, prior to any decisions. Consultation means providing relevant information to employees and their representatives. It means more than a mere exchange of information. For consultation to be effective the participants must be contributing to the decision making process not only in appearance but in fact.

**Day Workers/Employees on day work** means employees engaged on Fire Service activities other than operational rostered shift work.

**Directorate** means the administrative unit known as the Justice and Community Safety Directorate.

**Director General** means the Director General of the Justice and Community Safety Directorate.

**Domestic Partner** means someone who lives with the person in a domestic partnership, and includes a spouse of the person.

**Domestic Partnership** means a relationship between two people, whether of a different or the same sex, living together as a couple on a genuine domestic basis.

**Employee** means (unless there is a clear intention in this Agreement to restrict the meaning) a person who is employed in ACT Fire & Rescue in a classification set out in Annex A, except for employees engaged as Directors General under sections 28 or 30 of the PSM Act, or Executives engaged under Sections 72 or 76 of the PSM Act; and The Chief Officer (ACT Fire & Rescue) and the Deputy Chief Officer (ACT Fire & Rescue)

**Domestic Violence** is as defined under the Domestic Violence and Protection Orders Act 2008 (ACT).

**Employees relieving** means any employee serving at a station other than that to which he/she is permanently attached.

**Employee representative** means a person chosen by an employee, or a group of employees, to represent them, and includes a delegate or official of the union, a friend, a colleague or an employee member of a workplace consultative forum established under this Agreement.

**Employer** means the Australian Capital Territory as represented by the Head of Service for the ACT Public Service.

**ESA** means the Emergency Services Agency.

**Fire and Rescue (ACTF&R)** means ACT Fire & Rescue established under the Emergencies Act 2004.

**Firefighter** means an employee at the classification of FB1 to FB5.

**Fair Work Act** means the *Fair Work Act 2009*

**FW Act** means the *Fair Work Act 2009*

**FWC** means Fair Work Commission

**Head of service** means a person engaged under sections 23C or 23J of the *PSM Act* as the head of service

**Household Member** means a person (other than the employee's immediate family) residing in the employee's normal place of residence at the time of their illness, injury, emergency or death.

**Immediate family** means:

- (a) a domestic partner (including a former domestic partner);
- (b) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or domestic partner of the employee; and

- (c) a person related to the employee by Aboriginal and/or Torres Strait Islander kinship structures.

**Lateral entry** means Urban Career firefighters who have successfully completed a formal training college with an urban fire service and who have performed similar tasks and functions as firefighters in ACT Fire & Rescue.

**LCC** means ACT Fire & Rescue Local Consultative Committee established under clause 116 of this agreement.

**Prior service** with the NSW Fire Brigade, for the purpose of compiling credits for long service leave and sick leave, will be taken to be service with the ACT Fire & Rescue where:

- (a) a firefighter or officer accepted appointment to the ACT Fire Brigade pursuant to the provisions of the A.C.T. Fire Brigade (Administration) Act 1974 (Cth); and
- (b) acceptance was made within nine months of commencement of the above Act.

**PSM Standards** means the Standards made under section 251 of the PSM Act as varied.

**Pumper Crew** is a minimum of one Station Officer FB 6 and three firefighters FB 2 to FB 5.

**PSM Act** means the *Public Sector Management Act 1994* as varied.

**Recreation leave** means discretionary leave

**Registered health practitioner** means a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type) under a law of a State or Territory that provides for the registration or licensing of health practitioners (or health practitioners of that type).

**Relevant Senior Officer** means an employee, at the rank of FB 6 or above and whose primary tasks include being the Officer in charge of other employees of ACT fire and rescue.

**Roster system** is the arrangement of shifts as worked by rostered and non-rostered shift work staff.

**Supervisor** means an employee who is responsible for managing, supervising or directing other employees.

**UFU** means the United Firefighters Union ACT Branch.

**Union** means the union party to this Agreement.

## SIGNATORY PAGE TO

ACT PUBLIC SECTOR  
 ACT FIRE & RESCUE  
 ENTERPRISE AGREEMENT 2013-2017

This is a signed copy of the enterprise agreement defined above signed in accordance with the requirements of the *Fair Work Act 2009*.

Head of Service	
Signature:	
Name:	Kathy LEIGH
Address:	1 Constitution Avenue, Canberra City ACT 2601
Authority to sign the agreement	Signatory holds the office of Head of Service
Date	25.6.14

Representative of Employees	
Signature:	
Name:	Mr David Livingstone
Address:	189 Flemington Road, Mitchell ACT 2911
Authority to sign the agreement	Branch Secretary United Fire Fighters Union, ACT Branch
Date	30/6/14





# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**ACT Government as represented by the Chief Minister and Treasury**

**Directorate**  
(AG2014/6686)

## **ACT PUBLIC SECTOR ACT FIRE & RESCUE ENTERPRISE AGREEMENT 2013 - 2017**

State and Territory government administration

COMMISSIONER DEEGAN

CANBERRA, 10 JULY 2014

*Application for approval of the ACT Public Sector ACT Fire & Rescue Enterprise Agreement  
2013 - 2017.*

[1] An application has been made for approval of an enterprise agreement known as the ACT Public Sector ACT Fire & Rescue Enterprise Agreement 2013 - 2017 (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by the ACT Government. The Agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act, as are relevant to this application for approval, have been met.

[3] The United Firefighters' Union of Australia being a bargaining representative for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 17 July 2014. The nominal expiry date of the Agreement is 30 June 2017.



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<Price code O, AE409030 PR552993>