



DECISION

Fair Work Act 2009
s.217—Enterprise agreement

Australian Capital Territory
(AG2024/431)

ACT PUBLIC SECTOR ACT FIRE & RESCUE ENTERPRISE AGREEMENT 2020-2024

State and Territory government administration

DEPUTY PRESIDENT DEAN

CANBERRA, 28 FEBRUARY 2024

Application for variation of the ACT Public Sector ACT Fire & Rescue Enterprise Agreement 2020-2024

[1] An application has been made by the Australian Capital Territory (Applicant) pursuant to s.217 of the *Fair Work Act 2009* to vary the *ACT Public Sector Act Fire & Rescue Enterprise Agreement 2020-2024* to remove ambiguity and uncertainty.

[2] The Agreement was approved by the Commission on 27 July 2020 and came into operation on 3 August 2020. It has a nominal expiry date of 31 May 2024.

[3] The Applicant seeks to vary certain provisions of the Agreement pertaining to wages and allowances. The variations sought are set out in Annexure A to this decision.

[4] The United Firefighters Union of Australia (UFUA), being the bargaining representative for the Agreement, supports the application.

[5] The application outlined the grounds for the application as follows:

“The ambiguity and uncertainty arises from the current wording of clause E1.4 of the Agreement which states: ‘The parties agree that the wage increases and dates of effect arising from the enterprise agreement replacing the ACT Public Sector Administrative and Related Classifications Enterprise Agreement 2018 – 2021 will be applied for all classifications set out in Annex A of this agreement. **For the purposes of this clause E1 -, the agreement replacing the ACT Public Sector Administrative and Related Classifications Enterprise Agreement 2018 – 2021 will be known as the Replacement Agreement.**’ (emphasis added).

The intent of the clauses E1.4, E1.5, E1.6 and E1.8 of the Agreement was to ensure that employees covered by it received the same pay increases as those afforded to the wider ACT Public Sector.

ACT Public Sector Administrative and Related Classifications Enterprise Agreement 2018 - 2021 was replaced by the ACT Public Sector Administrative and Related Classifications Enterprise Agreement 2021- 2022. This agreement has subsequently been replaced by the ACT Public Sector Administrative and Related Classifications Enterprise Agreement 2023-2026.

It was never contemplated at the time of drafting the Agreement that the replacement agreement for the ACT Public Sector Administrative and Related Classifications Enterprise Agreement 2018 - 2021 would only ever be a short-term agreement.

The unintended consequence of is that, based on the current wording, employees covered under the ACT Fire & Rescue Enterprise Agreement 2020-2024 will be uncertain as to their entitlement to increases in wages and allowances without the variation applied for. Further the entitlement to increases in wages and entitlements will be unenforceable until the variation is made and comes into effect.

The terms of the variation have been agreed with the UFU in accordance with clause El.7 of the Agreement.

The variation will provide clarity and certainty to the employees covered by the Agreement regarding their entitlement to wage and allowance increases.”

Consideration

[6] Section 217 of the Act provides:

“217 Variation of an enterprise agreement to remove an ambiguity or uncertainty

(1) The FWC may vary an enterprise agreement to remove an ambiguity or uncertainty on application by any of the following:

- (a) one or more of the employers covered by the agreement;
- (b) an employee covered by the agreement;
- (c) an employee organisation covered by the agreement.

(2) If the FWC varies the enterprise agreement, the variation operates from the day specified in the decision to vary the agreement.”

[7] The Applicant is the employer covered by the Agreement and has standing to make the application.

[8] The principles to be applied by the Commission when determining s.217 applications were summarised by Deputy President Gostencnik in *The Trustee for ePharmacy Unit Trust T/A ePharmacy*¹ as follows:

- The Commission should approach an application in two stages. First, as a jurisdictional pre-requisite, it should identify whether there is an uncertainty or ambiguity. Secondly, if an ambiguity or uncertainty is identified, it should consider

whether to exercise its discretion to vary the agreement the subject of the application;²

- The process of identifying ambiguity or uncertainty involves making an objective assessment of the words used in the provisions under examination. The words used are construed having regard to their context;³
- The Commission will generally err on the side of finding an ambiguity or uncertainty where there are rival contentions and an arguable case is made out for more than one contention;⁴
- However, the Commission must make a finding that an agreement the subject of an application under s.217 is ambiguous or uncertain. *Prima facie* satisfaction of ambiguity or uncertainty is not sufficient;⁵
- The mere existence of rival contentions as to the proper construction of the terms of an agreement will also be an insufficient basis to conclude the existence of ambiguity or uncertainty. Such contentions may be self-serving. The task is to make an objective judgement as to whether the wording of a provision is susceptible to more than one meaning;⁶
- However, the task of the Commission is to determine whether a provision in an agreement is ambiguous or uncertain. That task is distinct from determining the proper construction or true meaning of a provision of an agreement.⁷
- A provision in an agreement may be ambiguous even though it is capable of interpretation and it is not necessary for the Commission to interpret a provision of an agreement to reach a conclusion concerning the presence of ambiguity or uncertainty.⁸ Consequently there is no need for the Commission to feel constrained in the matters to which it may have regard by the principles developed for the interpretation of enterprise agreements. Moreover, the Commission is obliged, in performing its functions or in exercising its powers in relation to a matter under the Act, to take into account, amongst other things, “equity, good conscience and the merits of the matter” (s 578) and it is not bound by the rules of evidence and procedure in relation to a matter (s 591). These provisions of the Act apply to the discharge by the Commission’s functions under s 217(1),⁹ including by allowing the Commission to have regard to evidence of the parties’ common intention and to the history of agreement provision as part of the “equity, good conscience and the merits” of the matter.¹⁰
- Once an ambiguity or uncertainty has been identified, in exercising the discretion whether to vary the agreement, the Commission may also have regard to the mutual or common intention of the parties at the time the agreement was made.¹¹

[9] I am satisfied that there is an uncertainty as to the employees’ entitlements arising from the current wording of clause E1.4 of the Agreement.

[10] I am further satisfied that the proposed variation will correct the uncertainty in a manner that is consistent with the understanding held by the parties at the time the Agreement was made.

Conclusion

[11] The variation is approved and the consolidated version of the Agreement, as varied, is attached to this decision.

[12] In accordance with s.217(2) of the Act, the variation operates from 28 February 2024.



DEPUTY PRESIDENT

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<AE508560 PR771789>

¹ [2021] FWC 3447.

² See *Re Tenix Defence Systems Pty Limited Certified Agreement 2001 - 2004* (PR917548) at [28], [32] and [35].

³ Ibid at [29].

⁴ Ibid at [31].

⁵ See *Colinvest Ltd v Visionstream Pty Ltd* (2004) 134 IR 43 at [57].

⁶ See *Re Civil Construction Corporation Enterprise Agreement* (PR939346); *SJ Higgins Pty Ltd and Others v CFMEU* (PR903843); *Re CFMEU Appeal* (Print R2431).

⁷ *Bianco Walling Pty Ltd v Construction, Forestry, Maritime, Mining and Energy Union* [2020] FCAFC 50 at [67].

⁸ Ibid.

⁹ Ibid at [68].

¹⁰ Ibid.

¹¹ See *Re Tenix Defence Systems Pty Ltd Certified Agreement 2001 - 2004* (PR917548) at [32].

Annexure A

The ACT Public Sector ACT Fire & Rescue Enterprise Agreement 2020 – 2024 be varied by:

1. Deleting the following:

Subject to subclause E1.4:

- E1.2.9 1% from the commencement of the first full pay period on or after 1 December 2021;
- E1.2.10 1% from the commencement of the first full pay period on or after 1 June 2022;
- E1.2.11 1% from the commencement of the first full pay period on or after 1 December 2022;
- E1.2.12 1% from the commencement of the first full pay period on or after 1 June 2023; and
- E1.2.13 1% from the commencement of the first full pay period on or after 1 December 2023.
- E1.3 The increases payable under subclauses E1.2.1 to E1.2.6 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.
- E1.4 The parties agree that the wage increases and dates of effect arising from the enterprise agreement replacing the ACT Public Sector Administrative and Related Classifications Enterprise Agreement 2018 – 2021 will be applied for all classifications set out in Annex A 25 of this agreement. For the purposes of this clause E1 -, the agreement replacing the ACT Public Sector Administrative and Related Classifications Enterprise Agreement 2018 – 2021 will be known as the Replacement Agreement.
- E1.5 To give this effect to subclause E1.4, the following will occur.
- E1.5.1 Subclauses E1.2.9 to E1.2.13 provide interim increases for the period between when the ACT Public Sector Administrative and Related Classifications Enterprise Agreement 2018 – 2021 expires and when this agreement expires on 31 May 2024.
- E1.5.2 Where the pay increases in the Replacement Agreement between the nominal expiry date of ACT Public Sector Administrative and Related Classifications Enterprise Agreement 2018 – 2021 and 31 May 2024 exceed those pay increases in subclauses E1.2.9 to E1.2.13 the greater of those pay increases will apply to the pay rates in Annex A. For the avoidance of doubt employees will not be entitled to both the increases referred to in subclauses E1.2.9 to E1.2.13 in addition to those in the Replacement Agreement.
- E1.5.3 Where the pay increases in the Replacement Agreement are greater than those specified in subclauses E1.2.9 to E1.2.13. This Agreement will be varied to reflect the greater pay increases to which the employees covered by this Agreement are entitled.
- E1.5.4 Should the Replacement Agreement provide for pay increases to come into effect prior to any of dates of effect of the pay increases specified in subclause E1.2.9 to E1.2.13, the classifications set out in Annex A of this agreement will be retrospectively adjusted to reflect the payments payable under that agreement. Back pay will be paid with the same date of effect.

- E1.6 To give effect to clauses E1.5.1 to E1.5.4, within seven days after the commencement of the enterprise agreement replacing the ACT Public Sector Administrative and Related Classifications Enterprise Agreement 2018 - 2021 an application will be made by the Employer to the Fair Work Commission to vary this Agreement.
 - E1.7 The terms of the variation application required in E1.6 will be agreed by the parties to this Agreement. Neither the UFU nor the Employer will unreasonably withhold consent to the terms of the variation. Where the parties cannot agree or if the employer fails to make an application, the dispute resolution provisions of this Agreement will apply.
2. Inserting the following:
- E1.2.9 1.35% from the commencement of the first full pay period on or after 1 December 2021;
 - E1.2.10 1.35% from the commencement of the first full pay period on or after 1 June 2022;
 - E1.2.11 1% from the commencement of the first full pay period on or after 1 December 2022;
 - E1.2.12 The difference between 1% and \$1,750 of the E1.2.10 base rate of pay from the commencement of the first full pay period on or after 1 January 2023.
 - E1.2.13 1% from the commencement of the first full pay period on or after 1 June 2023; and
 - E1.2.14 \$1750 flat rate increase from the commencement of the first full pay period on or after 1 December 2023.
 - E1.3 The increases payable under subclauses E1.2.11 to E1.2.14 and any backpay will be paid as soon as reasonably possible.
3. Deleting clauses E1.4 to E1.8
4. Renumber E1.9 to E1.4
5. Deleting
- G1.2 The rates for all allowances provided for in Annex C of this Agreement will be adjusted by the rate of increases in pay, that fall due on or after the date of commencement of this Agreement as detailed at Annex C and subclause E1.2 and varied in accordance with E1.4 above.
6. Inserting:
- G1.2 The rates for all allowances provided for in Annex C of this Agreement will be adjusted by:
 - G1.2.1 1.35% from the commencement of the first full pay period on or after 1 June 2020.
 - G1.2.2 1.35% from the commencement of the first full pay period on or after 1 December 2020.

- G1.2.3 1.35% from the commencement of the first full pay period on or after 1 June 2021.
- G1.2.4 1.35% from the commencement of the first full pay period on or after 1 December 2021.
- G1.2.5 1.35% from the commencement of the first full pay period on or after 1 June 2022.
- G1.2.6 1% from the commencement of the first full pay period on or after 1 December 2022.
- G1.2.7 0.79% from the commencement of the first full pay period on or after 1 January 2023.
- G1.2.8 1% from the commencement of the first full pay period on or after 1 June 2023.
- G1.2.9 1.74% from the commencement of the first full pay period on or after 1 December 2023.

7. Deleting the table in Annex A – Classifications and Rates of Pay and inserting the attached table.

		1.35%	1.35%	1%	Difference between 1% paid in December and \$1750 paid under Admin EA in January	1%	\$1,750	
CLASSIFICATION	Pay Rates as per increases in EL 2.9-EL 2.13 and subject to subclause EL 4	06/12/2021	09/06/2022	8/12/2022	See note below	05/01/2023	06/06/2023	07/12/2023
FB1 - Fire Fighter Fourth Class In Training		\$78,222	\$79,278	\$80,071	\$857	\$81,028	\$81,838	\$83,588
FB2 - Fire Fighter Third Class		\$84,220	\$85,357	\$86,211	\$896	\$87,107	\$87,978	\$89,728
FB3 - Fire Fighter Second Class		\$88,519	\$89,714	\$90,611	\$853	\$91,464	\$92,379	\$94,129
FB4 - Fire Fighter First Class A		\$96,252	\$97,551	\$98,527	\$734	\$99,301	\$100,294	\$102,044
FB5 - Senior Fire Fighter		\$101,406	\$102,775	\$103,803	\$722	\$104,525	\$105,570	\$107,320
FB6 - Station Officer		\$115,160	\$116,715	\$117,882	\$593	\$118,465	\$119,649	\$121,399
FB7 - Commander		\$137,181	\$139,033	\$140,423	\$360	\$140,793	\$142,191	\$143,941
FB8 - Superintendent		\$158,717	\$160,890	\$162,468	\$341	\$162,810	\$164,236	\$165,986

NOTE: To ensure a no-win/no-loss outcome when comparing the increases provided in the original ACTF&R Enterprise Agreement 2020-2024 to those applicable in the ACT Public Sector Administrative and Related Classifications Enterprise Agreement 2021-2022 and its subsequent replacement the ACT Public Sector Administrative and Related Classifications Enterprise Agreement 2023-2026, the figures applicable from 5/01/2023 reflect the higher amount (\$1,750) that would have been payable.

8. Deleting the following wording that sits above the last table in Annex C – EXPENSE, DISABILITY AND SKILLS RELATED ALLOWANCES:

The new allowance structure set out in this Annex commences operation on the day that this Agreement commences. If the Agreement commences on or after 10/12/2020 the rates in the column dated 11/6/2020 will not be applicable. Pay increases as per clause E1 that have an effective date preceding the commencement of this agreement will not be retrospectively applied to the new allowance structure.

9. Inserting the following words:

The new allowance structure set out in this Annex commenced operation on 3 August 2020. Pay increases as per clause E1 that have an effective date preceding 3 August 2020 will not be retrospectively applied to the new allowance structure.

10. Deleting the last table in Annex C – EXPENSE, DISABILITY AND SKILLS RELATED ALLOWANCES (first cell contains wording "Allowance rates subject to subclause E1.4") and inserting the attached table.

	Payment frequency	1.35%	1.35%	1.00%	0.79%	1.00%	1.74%
		from	from	from	from	from	from
		09/12/2021	09/06/2022	08/12/2022	05/01/2023	08/06/2023	07/12/2023
All Operate Vehicle Allowances	Shift	\$ 11.29	\$ 11.44	\$ 11.55	\$ 11.64	\$ 11.76	\$ 11.96
All Apply Technical Skills Allowances , with the exception of ComCen Operator	Shift	\$ 20.32	\$ 20.60	\$ 20.81	\$ 20.97	\$ 21.18	\$ 21.55
ComCen Operator	Shift	\$ 23.71	\$ 24.03	\$ 24.27	\$ 24.46	\$ 24.71	\$ 25.14
ComCen Supervisor	Shift	\$ 40.63	\$ 41.18	\$ 41.59	\$ 41.92	\$ 42.34	\$ 43.07
Field Specialised Qualifications Allowances							
Specialised Day Work	Fortnight	\$ 54.18	\$ 54.91	\$ 55.46	\$ 55.90	\$ 56.46	\$ 57.44
Fire Engineering 1	Fortnight	\$ 731.11	\$ 730.71	\$ 727.92	\$ 733.67	\$ 741.01	\$ 753.90
Fire Engineering 2	Fortnight	\$ 790.12	\$ 800.79	\$ 808.79	\$ 815.18	\$ 823.33	\$ 837.66
Training & Development 1	Fortnight	\$ 338.62	\$ 345.19	\$ 346.62	\$ 349.36	\$ 352.85	\$ 358.99
Training & Development 2	Fortnight	\$ 361.20	\$ 366.08	\$ 369.74	\$ 372.86	\$ 376.39	\$ 382.94
Other Allowances							
Relieving Employees and Employees Relieving	Shift	\$ 23.71	\$ 24.03	\$ 24.27	\$ 24.46	\$ 24.71	\$ 25.14
FB 7 Relieving	Shift	\$ 23.71	\$ 24.03	\$ 24.27	\$ 24.46	\$ 24.71	\$ 25.14
Juvenile Fire Awareness and Intervention Program	Fortnight	\$ 22.57	\$ 22.88	\$ 23.10	\$ 23.28	\$ 23.52	\$ 23.92
Fire Investigation 2	Fortnight	\$ 22.57	\$ 22.88	\$ 23.10	\$ 23.28	\$ 23.52	\$ 23.92
FB 5 Qualification	Fortnight	\$ 56.44	\$ 57.20	\$ 57.77	\$ 58.23	\$ 58.81	\$ 59.83
FB 6 Qualification	Fortnight	\$ 75.37	\$ 74.96	\$ 75.10	\$ 75.69	\$ 76.45	\$ 77.78
Meal allowance	per meal	\$ 31.18	\$ 31.60	\$ 31.92	\$ 32.17	\$ 32.49	\$ 33.06



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Australian Capital Territory T/A ACT Public Sector
(AG2020/1926)

ACT PUBLIC SECTOR ACT FIRE & RESCUE ENTERPRISE AGREEMENT 2020-2024

State and Territory government administration

COMMISSIONER PLATT

ADELAIDE, 27 JULY 2020

Application for approval of the ACT Public Sector ACT Fire & Rescue Enterprise Agreement 2020-2024.

[1] An application has been made for approval of an enterprise agreement known as the *ACT Public Sector ACT Fire & Rescue Enterprise Agreement 2020-2024* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act) by Australian Capital Territory T/A ACT Public Sector (the Applicant). The Agreement is a single enterprise agreement. At the same time as making the s.185 application, the Applicant has made a s.217 application to vary the Agreement to remove an ambiguity or uncertainty.

[2] The matter concerning both applications was allocated to my Chambers on 17 July 2020.

[3] The following issues were identified with the Agreement:

- Clause B5 (Notice of Termination) does not provide 1 weeks' notice prior to termination.
- Clause J1 (Personal/Carer's Leave) and J4 (Annual Leave) is expressed in hours rather than days.
- The Agreement does not provide a definition of Shiftworker. However, clause D2 and Annexure of the Agreement appears to provide for shiftwork.

[4] A National Employment Standards (NES) precedence clause is included in clause A4.4 of the Agreement which provides as follows:

“This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is inconsistency between this Agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.”

[5] The Applicant has also submitted an undertaking in the required form dated 24 July 2020. The undertaking deals with the following topic:

- The Agreement will be read and interpreted in conjunction with the National Employment Standards (NES) and despite the annual leave entitlements in clause J4 of the Agreement being expressed in hours, the provisions will be applied in a manner that ensures that employees will receive a minimum of four weeks' annual leave and shift workers will receive a minimum of five weeks' annual leave for each full year worked.

[6] I am satisfied that the above issues identified at paragraph [3] are remedied by the NES precedence clause and the Undertaking provided.

[7] A copy of the undertaking has been provided to the bargaining representatives and I have sought their views in accordance with s.190(4) of the Act. The bargaining representatives that responded, supported the undertaking.

[8] The United Firefighters' Union of Australia, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act I note that the Agreement covers this organisation.

[9] I am satisfied that each of the requirements of ss.186, 187, 188 and 190 of the Act as are relevant to this application for approval have been met.

[10] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 days after the date of approval of the Agreement. The nominal expiry date is 31 May 2024. A copy of the original Agreement, as voted on, is retained in the Commission's records.

[11] I now move to the s.217 application to vary the Agreement to remove an ambiguity or uncertainty.

[12] The form F1 application lists the following ambiguities or uncertainties:

- “1. The ACT Public Sector seeks to address the following list of ambiguities or uncertainties within the ACT Public Sector ACT Fire and Rescue Enterprise Agreement 2020-2024.
2. At clause S4.10 amend abbreviated title from “ACTFR” to “ACTF&R”
3. At clause P5.7.6 amend abbreviated title from “ACF&R” to “ACTF&R”
4. At clause P3.6.2. amend reference error from “Error! Reference source not found” to “P3.5.1”
5. At clause P12.7.1 amend qualification title “Certificate IV in personal training” (no such qualification) to “Certificate IV in Fitness (or equivalent)”
6. At clause H1.4 amend “eye sight testingand” to include a space between testing and and (sic) to “eye sight testing and”

7. At Clause J4.12 amend “subclause J4.10for” to include a space between J4.10 and for to “subclause J4.10 for”
8. At Clause P5.2 amend “ACTF&R 's” to remove a space between ACTF&R and 's to “ACTF&R's”
9. At Clause P5.3 amend “outlined inP5.2” to include a space between in & P5.2 to “outlined in P5.2”
10. At Clause P5.7.10 amend “clauseP9” to include a space between clause and P9 to ““clause P9”
11. At Clause B5.2 amend “Where a employee” to “Where an employee”
12. At Clause J1.28 amend “A employee” to “An employee”
13. At Annex C - Expense, Disability and Skills Related Allowances, Notes 1.2, amend “An employee while providing instruction in a specialised qualification shall receive the instructors allowance and the relevant specialised qualification allowance.” to remove the word specialised as follows “An employee while providing instruction in a ~~specialised~~ qualification shall receive the instructors allowance and the relevant ~~specialised~~ qualification or technical skills allowance.”
14. At Annex C - Expense, Disability and Skills Related Allowances, 2. Payment of Allowances 1.9, amend “Payable to a relevantly qualified employee who is: a. rostered at Fyshwick Fire Station and carries out the required daily inspection of USAR equipment at TOSS; b. called in to assist at Fyshwick Fire Station and carries out the required daily inspection of USAR equipment at TOSS” to capture the name change of TOSS to Specialised Operations as follows “Payable to a relevantly qualified employee who is: a. rostered at Fyshwick Fire Station and carries out the required daily inspection of USAR equipment at Specialised Operations; b. called in to assist at Fyshwick Fire Station and carries out the required daily inspection of USAR equipment at Specialised Operations”
15. At Clause S4.4 amend spelling error “parctical” to “practical”
16. At Clause A10.2.3 amend “Subclause A10.2.1either” to include a space between A10.2.1 and either as follows “Subclause A10.2.1 either”
17. At Clause A10.2.7 amend “Subclause A10.2.6must” to include a space between A10.2.6 and must as follows “Subclause A10.2.6 must”
18. At C2 heading amend “C2 - Common principles for the recruitment.” To remove the full stop at the end as follows “C2 - Common principles for the recruitment”
19. At Clause S7.13 amend “in clauseP3 -.” To include a space between clause and P3 as follows “in clause P3””

[13] On 21 July 2020, the United Firefighters’ Union of Australia advised that it agreed to the s.217 application to remove ambiguities and uncertainties.

[14] The Agreement is varied in accordance with the form F1 application made under s.217 of the Act. The varied Agreement will be published and will operate from 7 days after the date of this decision.



COMMISSIONER

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ACT PUBLIC SECTOR ACT FIRE & RESCUE ENTERPRISE AGREEMENT 2020 – 2024

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

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Section A Technical Matters

A1 - A1 - Title

- A1.1 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 2020-2024.

A2 - Application and coverage

- A2.1 This Agreement applies to and covers:
- A2.1.1 the Head of Service of the ACT Public Service on behalf of the Australian Capital Territory;
 - A2.1.2 all employees of ACT Fire & Rescue (ACTF&R) who are employed in classifications contained in Annex A of this Agreement.
- A2.2 This Agreement covers
- A2.2.1 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.

A3 - Commencement and Duration

- A3.1 This Agreement will commence operation seven days after it is approved by the Fair Work Commission.
- A3.2 The nominal expiry date of this Agreement will be 31 May 2024.

A4 - Operation of Agreement

- A4.1 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.
- A4.2 This includes:
- A4.2.1 Fair Work Act 2009 (Cth) (FW Act);
 - A4.2.2 Public Sector Management Act 1994 (ACT) (PSM Act);
 - A4.2.3 Public Sector Management Standards (PSM Standards);
 - A4.2.4 Financial Management Act 1996 (ACT) (FM Act);
 - A4.2.5 Work Health and Safety Act 2011 (ACT) (WHS Act);
 - A4.2.6 Holidays Act 1958 (ACT) (Holidays Act);
 - A4.2.7 Territory Records Act 2002 (ACT) (RR Act);
 - A4.2.8 Safety, Rehabilitation and Compensation Act 1988 (Cth) (SRC Act); and
 - A4.2.9 Superannuation Guarantee (Administration) Act 1992.
- A4.3 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. This clause does not limit the rights to vary an agreement under the FW Act.

- A4.4 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is inconsistency between this Agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.
- A4.5 This Agreement prevails over ACT legislation including the Emergencies Act 2004, the PSM Act and the PSM Standards and relevant policy statements and guidelines to the extent of any inconsistency.
- A4.6 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.

A5 - Agreement Availability

- A5.1 Copies of this Agreement will be made available, in paper or electronic form, to employees covered by this Agreement.

A6 - Authority of the Head of Service

- A6.1 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 Sector (ACTPS), subject to directions, except for this power of delegation and the powers under subclauses N1.2 and O2.1.
- A6.2 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.
- A6.3 Only Directors-General may, in writing, sub-delegate a power or function delegated to them by the Head of Service.
- A6.4 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 subclause A6.1.

A7 - Authority of the Public Sector Standards Commissioner

- A7.1 Where the Public Sector Standards Commissioner has express powers under this Agreement, only the Public Sector Standards Commissioner may delegate, in writing, those powers to another person or position within the ACTPS, subject to directions, except for this power of delegation.
- A7.2 This does not limit the power of the Public Sector Standards Commissioner to authorise a person to act for and on behalf of the Public Sector Standards Commissioner.
- A7.3 Where the Public Sector Standards Commissioner is conducting investigations by reference to Section 144(1)(a)(i) of the PSM Act about a matter declared by the Chief Minister in the way prescribed, the Public Sector Standards Commissioner is not limited to or bound by the investigation procedures contained in clauses L9 - and L10 - of this Agreement.

A8 - Termination of Agreement

- A8.1 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 the FW Act.

A9 - Application of the PSM Act and PSM Standards

- A9.1 The following parts of the PSM Act, as numbered at the commencement of this Agreement, will not apply to ACTF&R and to the employees of ACTF&R:
- A9.1.1 Part 4 Engagement of Senior Executive Service;
 - A9.1.2 Part 5 Employment in the Service, Division 5.3 Appointment of Officers (with the exception of Ss 68 & 69);
 - A9.1.3 Part 5 Employment in the Service, Division 5.5 Promotions and Transfers of Officers (with the exception of Ss. 83, 90, 100)
- A9.2 Only the following parts of the Public Sector Management Standards 2016, as numbered at the date of effect of this Agreement as per subclause A3.1, will apply to ACTF&R and to the employees of ACTF&R:
- A9.2.1 Division 3.2 Sections 29, 30 & 31
 - A9.2.2 Division 3.3;
 - A9.2.3 Part 6 Section 76, 78 and 80;
 - A9.2.4 Division 7.2 Sections 86 - 89;
 - A9.2.5 Division 7.4 Section 99
 - A9.2.6 Division 7.5 Section 106
 - A9.2.7 Division 10.2 Section 113 (a), (b), (c), (d), (e), (h),(l), (m) & (n - but only in relation to part 7.4 Section 560);
 - A9.2.8 Division 10.3, Section 117;
 - A9.2.9 Division 10.4, A9.3
- A9.3 For the purposes of clause A9 -:
- A9.3.1 references in the PSM Act and the Standards to officers will be read as employees of ACTF&R.

A10 - Leave Reserved

- A10.1 Recognising that there remain items where the parties have not reached agreement, the parties agree that the most appropriate mechanism to address the following matters is through variation of this Agreement:
- A10.1.1 Emergency Medical Response Training, responsibilities and allowance;
 - A10.1.2 Swiftwater Level 1 Allowance;
 - A10.1.3 Annualisation of Superintendent on call allowance and Recall to duty payments;
 - A10.1.4 Interstate deployment and training allowance;
 - A10.1.5 Access to development opportunities for Station Officers seeking promotion to Commander.
- A10.2 In addressing any proposal by any party to vary the Agreement the parties agree that the following process will apply:
- A10.2.1 The parties agree to meet and negotiate on the leave reserved matters. Such meeting will occur no later than within three months of any proposal for changes.

- A10.2.2 If the parties reach agreement under subclause A10.2.1 the employer will make an application to the FWC to vary this Agreement in accordance with the agreed outcome within two months of reaching agreement.
- A10.2.3 If the parties are unable to reach agreement under subclause A10.2.1 either party may refer the matter to:
- A10.2.3 (a) the FWC; or alternatively
- A10.2.3 (b) an agreed arbitrator;
- for conciliation and arbitration.
- A10.2.4 The parties may take into account work value reasons justifying the amount that employees should be paid for doing a particular kind of work, being reasons related to any of the following:
- A10.2.4 (a) the nature of the work;
- A10.2.4 (b) the level of skill or responsibility involved in doing the work;
- A10.2.4 (c) the conditions under which the work is done;
- in making submissions to the FWC (or arbitrator) for the purposes of any conciliation or arbitration proceedings.
- A10.2.5 The FWC (or arbitrator) should, where relevant, consider the principles set out in subclause A10.2.4 above in conducting any conciliation, arbitration or making any determination.
- A10.2.6 If the FWC (or arbitrator) makes a determination that requires a variation of this Agreement the employer will commence the process required under the FW Act to make application to vary this Agreement in accordance with that determination within one month of the making of the determination.
- A10.2.7 Any agreement reached under subclause A10.2.1 or determination made under subclause A10.2.6 must ensure there is no disadvantage to employees, diminution or reduction to employees' remuneration, terms and conditions of employment, roles, position or classification descriptions (of those employees covered by this agreement) in terms of remuneration and terms and conditions of employment.
- A10.2.8 Any increases to allowances in items A10.1.1 and A10.1.2 shall apply from the date of commencement of this Agreement.

Section B Employment

B1 - Principles

- B1.1 Under the Emergencies Act 2004, the Chief Officer is responsible for the general management and control of ACTF&R and matters relating to the professional and technical expertise of ACTF&R.

B2 - Types of Employment

- B2.1 A person will be engaged under the PSM Act in one of the following categories:
- B2.1.1 Permanent employment on a full-time basis, including appointment with or without probation.
 - B2.1.2 Employees may convert to part time employment, subject to the conditions in Section H.

B3 - Appointments

- B3.1 The head of service will, in writing, appoint such officers and firefighters as the head of service thinks necessary for the efficient operation of ACTF&R subject to clause S4 -.

B4 - Notice of Engagement

- B4.1 At the time of appointment or engagement the head of service will inform each person in writing of the terms of their employment, including:
- B4.1.1 the type of employment;
 - B4.1.2 whether a probationary period applies and the expected duration of the period;
 - B4.1.3 the ordinary weekly hours;
 - B4.1.4 the ordinary weekly hours before overtime is payable; and
 - B4.1.5 a list of the main instruments governing the terms and conditions of their employment.

B5 - Notice of Termination

- B5.1 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.
- B5.2 Where an employee terminates their employment they will provide written notice at least two weeks prior to the proposed date of termination.
- B5.3 The period of notice required in B5.2 may be reduced on written agreement between the employee and the head of service.

B6 - Appointment on Probation

- B6.1 A person appointed to ACTF&R 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.

- B6.2 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.
- B6.3 The head of service will inform the person in writing of the period of probation at the time of the offer of employment.
- B6.4 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.
- B6.5 Probation is a supportive process for the new employee during which mutual evaluation and decisions about long term suitability can be made.
- B6.6 Before the end of the probation period, the head of service will:
- B6.6.1 where the employee's conduct and service have been satisfactory, confirm the appointment in writing; or
 - B6.6.2 in any other case, terminate in writing the appointment, or extend the probation for a period, not exceeding three months, which the head of service deems reasonable.
- B6.7 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.
- B6.8 Where the employment of a probationer is terminated, the head of service will provide the probationer with written reasons for the termination.
- B6.9 During recruit and induction training all employees will be subject to regular assessment and evaluation. Unsatisfactory progress may result in the termination of employment.
- B6.10 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.
- B6.11 An employee on probation may seek a review of their probation under Section M of this Agreement, Internal Review Procedures, except in relation to a decision to terminate their employment.

Section C Selection and Advancement

C1 - Selection methods for new employees

- C1.1 The head of service will appoint by:
 - C1.1.1 lateral recruitment of firefighters from recognised urban fire and rescue services; and/or,
 - C1.1.2 community based recruitment.

C2 - Common principles for the recruitment

- C2.1 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.
- C2.2 Persons appointed to ACTF&R should possess the literacy, numeracy, cognitive and communication abilities to operate safely and effectively as a member of a firefighting team in operational situations.
- C2.3 Applicants will undergo employment history and criminal history checks.
- C2.4 In order to achieve the principles at C2.1, C2.2 and C2.3, employees will be assessed for suitability in those qualities.
- C2.5 The common features of all recruitment processes for appointment to ACTF&R are:
 - C2.5.1 Publicly advertised process;
 - C2.5.2 Selection process agreed between the UFU and head of service prior to advertising;
 - C2.5.3 Selection criteria agreed between the head of service and the UFU prior to advertising; and
 - C2.5.4 Assessments to determine suitability for appointment.
- C2.6 The head of service and the UFU will consult and agree to a standardised system of selecting persons for appointment to ACTF&R.

C3 - Lateral recruitment process

- C3.1 Lateral recruitment will include the following components:
 - C3.1.1 testing of applicants against core competencies;
 - C3.1.2 lateral appointments will be given comprehensive induction training to ensure familiarity with all ACTF&R equipment, policies, practices and operating procedures prior to commencement of operational duties.
- C3.2 Successful lateral applicants may be appointed as firefighters up to and including FB5 subject to recognition of qualifications and experience.
- C3.3 Decisions relating to the advancement of employees under subclause C3.2 may be reviewed in accordance with Section M Internal Review Procedures.

C4 - Community based recruitment process

- C4.1 Community based recruitment will include the following components:

- C4.1.1 Team dynamics evaluation;
- C4.1.2 Assessments of suitability for employment; and
- C4.1.3 Behavioural interviewing.
- C4.2 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.

C5 - Procedure for advancement within Firefighter ranks (FB 1-5)

- C5.1 Eligibility for advancement is on the basis of:
 - C5.1.1 successful completion of the relevant period of service shown at Annex A;
 - C5.1.2 assessment of competency in the skills for the classification; and
 - C5.1.3 completion of relevant qualifications shown at Annex E.

C6 - Promotion to and within Officer Classifications FB 6 to FB 8.

- C6.1 Eligibility for promotion to FB 6 and above is subject to:
 - C6.1.1 completion of the relevant period of service shown at Annex A; and
 - C6.1.2 completion of the qualifications for the classification at Annex E; and
 - C6.1.3 satisfying any criteria determined under clause C11 -; and
 - C6.1.4 merit as determined by a Selection Committee; and
 - C6.1.5 a vacancy occurs at the relevant classification within the merit life span.
- C6.2 Where the completion of a development program is required for promotion to the next rank, entry to the development program is based on eligibility, and merit as decided by a merit selection process.
 - C6.2.1 Where Senior Firefighters (FB 5) indicate that they intend to apply for promotion to Station Officer (FB 6) the head of service shall provide access to such online materials as are available in the following areas:
 - C6.2.1 (a) Emergency risk assessment;
 - C6.2.1 (b) Developing and using networks;
 - C6.2.1 (c) Assisting with plans and policy;
 - C6.2.1 (d) Self-development and developing firefighters;
 - C6.2.1 (e) Planning concepts.

Opportunities to participate in such training shall be subject to subclause S13.6. Such access shall be provided by the employer prior to the merit selection process. Employees who have been accepted to the development program who have not successfully completed the online materials as per above must complete that learning prior to the conclusion of the development program.
- C6.3 A promotion under this clause:
 - C6.3.1 will be notified in the Gazette by the head of service; and
 - C6.3.2 if made on the recommendations of a Joint Selection Committee is not subject to appeal; and
 - C6.3.3 takes effect on the date of its notification in the Gazette.

C7 - Selection Committees for promotion.

- C7.1 A selection committee will be formed to select employees for promotion to the classifications of FB 6, FB 7 and FB 8. The head of service will, subject to subclause C7.4, determine whether the selection committee will be:
- C7.1.1 a Selection Advisory Committee (SAC) in which case the promotion(s) are subject to appeal under clause O2 - of this Agreement; or
 - C7.1.2 a Joint Selection Committee (JSC) in which case the promotion(s) are not subject to appeal.
- C7.2 A selection committee will only be convened as prescribed in this agreement.
- C7.3 A selection committee must make a recommendation based on the principles of merit as set out in the PSM Act and PSM Standards.
- C7.4 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.
- C7.5 A selection committee's deliberations will be independent of any outside influence.
- C7.6 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.

C8 - Operation of Selection Advisory Committees (SAC).

- C8.1 A SAC will be nominated by the head of service and normally comprise three members.
- C8.2 A 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.
- C8.3 A 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.
- C8.4 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 ACTF&R.
- C8.5 SAC panel members will have an appropriate level of knowledge of the job content and/or skill and experience requirements of the position.
- C8.6 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.
- C8.7 A 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.

C9 - Operation of Joint Selection Committee (JSC).

- C9.1 A JSC will normally comprise of, but not be limited to, people with the appropriate skills and experience that are:
- C9.1.1 an independent person agreed between the head of service and the UFU;
 - C9.1.2 a nominee of the head of service; and
 - C9.1.3 a nominee of the UFU.
- C9.2 A joint selection committee will:

- C9.2.1 assess the claims of the applicants for promotion in a manner the JSC considers necessary to establish their suitability; and
 - C9.2.2 rank the applicants for promotion according to merit, with the most suitable being ranked first.
- C9.3 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.
- C9.4 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 subclause C9.1.
- C9.5 If the panel cannot reach consensus on the advice to be given to the head of service in respect of a promotion:
 - C9.5.1 if the majority of panel members concur, that advice is to be taken to be the advice of the committee; and
 - C9.5.2 in any other case the advice of the convenor is to be taken to be the advice of the committee.
- C9.6 A re-constituted committee may consider any relevant information from the earlier committee's deliberations.

C10 - Lifespan of Merit Process

- C10.1 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.
- C10.2 The maximum number of employees ranked as suitable for promotion at any time will be:
 - C10.2.1 ten FB 5 employees merit ranked for promotion to FB 6;
 - C10.2.2 five FB 6 employees merit ranked for promotion to FB 7; and
 - C10.2.3 two FB 7 employees merit ranked for promotion to FB 8.
- C10.3 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 FB 6 to FB 8.
- C10.4 In extraordinary circumstances the head of service and the UFU may agree to extend the life of a merit list up to a maximum of 27 months.

C11 - Conditions relating to promotion to officer classifications.

- C11.1 The head of service will not promote an employee under clause C2 - unless:
 - C11.1.1 an invitation for employees to apply for promotion to that rank has been published;
 - C11.1.2 the promotion is made within 24 months of the head of service receiving the advice of the Selection Committee;
 - C11.1.3 the employee has been found suitable and ranked as part of a merit selection process; and
 - C11.1.4 the employee is qualified for the classification in accordance with Annex E.

- C11.2 The head of service will promote eligible employees to positions within a reasonable timeframe of the vacancy arising.

C12 - Notices Relating to Appointments and Promotions

- C12.1 The Chief Officer may, in writing, declare:
- C12.1.1 the manner of determining the order in which successful applicants will be appointed as employees of ACTF&R; or
 - C12.1.2 the academic or other qualifications that are relevant for appointment as an employee of ACTF&R; or
 - C12.1.3 the academic or other qualifications that are relevant for promotion or acting appointment to a specified rank; or
 - C12.1.4 such other matters with respect to appointments or promotions as the Chief Officer considers desirable.

Note: in relation to C12.1.3 and C12.1.4 above, the Chief Officer will have regard to the agreed qualifications at Annex E.

C13 - Relieving in a Higher Position

- C13.1 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.
- C13.2 This clause will also apply to eligible employees at the FB 8 level who perform higher duties as Chief Officer for one day or more.

General conditions

- C13.3 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.
- C13.4 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.
- C13.5 Relieving opportunities are available to employees currently ranked by a merit selection process described in clause C7 - and who have completed the qualifications required for promotion to the higher classification at Annex E.
- C13.6 A merit process and any required training will be conducted regularly to ensure there are sufficient employees eligible to relieve in a higher position.
- C13.7 All employees eligible under subclause C13.5 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.
- C13.8 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.
- C13.9 Temporary vacancies of longer than one month will be allocated in the order of the merit list from the selection committee.
- C13.10 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.

C13.11 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

C13.12 Qualified and eligible FB 5 employees may relieve in a higher position subject to the following criteria:

C13.12.1 The relieving duties are for the purpose of covering personal or recreation leave and do not exceed four consecutive shifts in duration;

C13.12.2 The relieving position is on the Senior Firefighter's platoon;

C13.12.3 The eligible employee may not relieve in a higher position for more than ten shifts in any year (20 shifts in a merit lifespan (24 months));

And

C13.12.4 Relieving in a higher position will not create any overtime at firefighter classifications at the time it is approved.

C13.13 An FB 5 may not relieve at FB 6 for any other purpose than specified above.

Section D Hours of Work

D1 - Ordinary Hours of Work

- D1.1 The ordinary hours of work under this agreement are 38 hours per week.

D2 - Rostered shiftwork staff

- D2.1 Employees on the 10/14 roster will work an average of 42 hours per week over an eight week cycle.
- D2.1.1 The 42 hours are comprised of 38 ordinary hours plus two additional overtime hours and two accumulated recreation leave hours.
- D2.1.2 The 42 hours per week as detailed in the roster at clause S1 - consist of consecutive shifts over an eight week cycle on the basis of:
- D2.1.2 (a) Two day shifts 0800 hours to 1800 hours; D2.1.2 (b) Two night shifts 1800 hours to 0800 hours.
- D2.1.3 The shifts will be worked by four platoons known as "A", "B", "C" and "D" Platoons.

D3 - Employees on day work

- D3.1 Employees on day work will work 320 hours over an eight week cycle.
- D3.1.1 The 40 hours per week are comprised of 38 hours plus two additional overtime hours.
- D3.1.2 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.
- D3.1.3 Employees on day work at FB 6 or below will have the option to work either a four day week, comprising ten hours work per day, or a five day week with flextime, comprising eight hours work per day.
- D3.2 Employees on day work at FB7 and FB 8 will attend on the basis of operational requirements.
- D3.3 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.
- D3.4 The normal bandwidth of working hours for employees on day work is 0700 to 1900 hours Monday to Friday.
- D3.5 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.
- D3.6 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.
- D3.7 Each working day will not exceed ten hours unless exceptional circumstances exist and the employees supervisor is notified prior to working additional hours.
- D3.8 Hours of attendance must be recorded.
- D3.9 All overtime worked must be approved in advance by the head of service.

D4 - Movement between identified working arrangements

- D4.1 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.

D5 - Meal breaks

- D5.1 Meal breaks for employees on day work will be as agreed between the supervisor and the employees.

D6 - Exchange of shift

- D6.1 Employees may exchange shifts with suitably qualified personnel at or within their classification range subject to written approval by the relevant supervisor.
- D6.2 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.
- D6.3 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.
- D6.4 All employees may exchange shifts with the approval of the head of service.

PAY AND CLASSIFICATIONS

Section E Rates of Pay

E1 - Pay Increases

- E1.1 Employees will be paid in accordance with their classification and rates of pay set out in Annex A to this Agreement.
- E1.2 Pay increases that will apply to pay rates for all classifications set out in Annex A of this Agreement will be:
- E1.2.1 2.25% from the commencement of the first full pay period on or after 1 October 2017;
 - E1.2.2 0.5% from the commencement of the first full pay period on or after 1 June 2018;
 - E1.2.3 1.35% from the commencement of the first full pay period on or after 1 December 2018;
 - E1.2.4 1.35% from the commencement of the first full pay period on or after 1 June 2019;
 - E1.2.5 1.35% from the commencement of the first full pay period on or after 1 December 2019;
 - E1.2.6 1.35% from the commencement of the first full pay period on or after 1 June 2020;
 - E1.2.7 1.35% from the commencement of the first full pay period on or after 1 December 2020;
 - E1.2.8 1.35% from the commencement of the first full pay period on or after 1 June 2021.
 - E1.2.9 1.35% from the commencement of the first full pay period on or after 1 December 2021;
 - E1.2.10 1.35% from the commencement of the first full pay period on or after 1 June 2022;
 - E1.2.11 1% from the commencement of the first full pay period on or after 1 December 2022;
 - E1.2.12 The difference between 1% and \$1,750 of the E1.2.10 base rate of pay from the commencement of the first full pay period on or after 1 January 2023.
 - E1.2.13 1% from the commencement of the first full pay period on or after 1 June 2023; and
 - E1.2.14 \$1,750 flat rate increase from the commencement of the first full pay period on or after 1 December 2023.
- E1.3 The increases payable under subclauses E1.2.11 to E1.2.14 and any backpay will be paid as soon as reasonably possible.
- E1.4 The rate of increases of pay under subclause E1.2 that fall due prior to the date of commencement of this Agreement will be applied to the allowances contained in the ACTF&R Enterprise Agreement 2013-2017 up until the date of commencement of this Agreement and backpaid as appropriate.

E2 - Payment of Salary

- E2.1 Employees will be paid fortnightly in arrears and by electronic funds transfer into a financial institution account of their choice.
- E2.2 An employee on part time work arrangements will be paid pro-rata based on their agreed ordinary hours.

E3 - Overtime

- E3.1 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.
- E3.2 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.
- E3.3 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:
- E3.3.1 on Sundays where an employee will be paid at the rate of double time and
- E3.3.2 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.
- E3.4 Employees working under the agreed flextime arrangements will be paid overtime in accordance with those arrangements.
- E3.5 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.
- E3.6 Overtime payments will not be rounded.
- E3.7 The filling of temporary vacancies will be in accordance with clause S2 -.

E4 - Recall to duty

- E4.1 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.
- E4.2 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.
- E4.3 Any additional recalls which commence within four hours from the commencement of duty under subclause E4.1 will be deemed to be included in the first recall.

E5 - Time off in lieu of overtime

- E5.1 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.

E6 - Overtime Meal Allowance

- E6.1 An employee who works overtime is entitled to payment of an overtime meal allowance where:

- E6.1.1 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
- E6.1.2 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
- E6.1.3 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
- E6.1.4 Overtime is worked on a Saturday, Sunday, public holiday or during stand up enhanced crewing arrangements, 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.

E7 - Meal Periods

- E7.1 For the purposes of clause E6 -, a meal period will mean the following periods:
 - E7.1.1 7.00 a.m. to 9.00 a.m.
 - E7.1.2 12 noon to 2.00 p.m.
 - E7.1.3 6.00 p.m. to 7.00 p.m. and
 - E7.1.4 midnight to 1.00 a.m.

E8 - Rate of Payment for Meal Allowance

- E8.1 The rate of payment of overtime meal allowance will be \$27.62 and will be in addition to payment of overtime.
- E8.2 The rate described in subclause E8.1 will be will be adjusted by the rate of increases in pay in accordance with subclause E1.2.
- E8.3 Where an appropriate 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 an appropriate meal is obtainable at the canteen, cafeteria or dining room. The rate payable under this paragraph is in substitution for the rate at E8.1.
- E8.4 An employee who is required to perform any of the duties specified in E6.1.2 or E6.1.4 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.

E9 - Rest Relief After Overtime

- E9.1 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.
- E9.2 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.

- E9.3 If an employee is required by the head of service to resume or continue ordinary work time without having had eight consecutive hours off duty, plus reasonable travelling time, the employee must:
- E9.3.1 Be paid at 200% of the ordinary rate of pay rate until they are released from duty for that period; and
 - E9.3.2 The employee will then be entitled to be absent until they have had eight consecutive hours off duty plus reasonable travelling time, without loss of pay for any ordinary working time occurring during that absence.
 - E9.3.3 In this clause, reasonable travelling time is considered to be one hour in total.

Section F Pay Related Matters

F1 - Salary Sacrifice Arrangements

- F1.1 Voluntary access to salary sacrifice arrangements will be made available to employees in accordance with ACTPS policies and guidelines as issued from time to time.
- F1.2 The employee will meet all costs incurred as a result of remuneration packaging under these provisions.
- F1.3 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.
- F1.4 Changes to flexible remuneration packaging arrangements, including taxation changes, will not be a cause for further claims against the head of service.
- F1.5 The head of service will continue to provide appropriate information to employees concerning flexible remuneration packaging.

F2 - Attraction and Retention Incentive

- F2.1 The head of service and the UFU recognise that in some special circumstances it may be necessary for ACTF&R 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.
- F2.2 The agreed Framework under which Attraction and Retention Incentives may apply within ACTF&R during the life of this Agreement is set out in Annex B to this Agreement.

F3 - Salary Overpayments

- F3.1 An overpayment is any payment in respect of pay, allowance or leave, whether the overpayment is by accident or otherwise, to which the employee is not entitled.
- F3.2 An overpayment is a debt to the Territory.
- F3.3 In the event that an employee has received an overpayment, the ACTPS will recover the overpayment in accordance with this clause.
- F3.4 Where the head of service believes that an overpayment has occurred the head of service will work with the employee to establish the:
 - F3.4.1 pay period(s) in which the overpayment occurred; and
 - F3.4.2 nature of the overpayment; and
 - F3.4.3 reasons why the overpayment occurred; and
 - F3.4.4 gross and net components of the overpayment.
- F3.5 Once the overpayment has been established in accordance with subclause F3.4 the head of service will provide the details of the overpayment, as per F3.4, to the employee in writing and will consider whether it would be appropriate in the circumstances to waive part or all of the overpayment in accordance with Section 131 of the Financial Management Act.

- F3.6 Subsequent to the decision of whether to waive the overpayment or not in accordance with subclause F3.5, the head of service will advise the employee in writing, as soon as practicable, of the:
- F3.6.1 decision as to what if any part of the overpayment will be waived;
 - F3.6.2 amount of the overpayment that is to be recovered if any;
 - F3.6.3 process for recovery of the overpayment, if any; and
 - F3.6.4 proposed recovery rate, if any.
- F3.7 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 subclause F3.10 will apply.
- F3.8 Any such agreement in accordance with subclause F3.7 may include recovery by the head of service:
- F3.8.1 as a lump sum; or
 - F3.8.2 by payroll deduction from salary.
- F3.9 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 provided that the employee cannot be worse off in terms of their leave entitlements than had they requested payment in lieu of annual leave in accordance with subclause J4.16 or long service leave in accordance with subclause J5.8.
- F3.10 Where the head of service and the employee cannot agree about the arrangements for recovery of an overpayment, the overpayment will be recovered in accordance with an arrangement as determined by the head of service under Section 246 of the PSM Act.
- F3.10.1 Where recovery occurs in accordance with subclause F3.10 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.
- F3.11 Despite clauses F3.7 and F3.10, the recovery period will not usually exceed 26 pay periods.
- F3.12 Where an employee is paid an amount to which he or she is not entitled as a result of an amendment to, or late submission of, a time sheet, evidence, material or other forms, the amount paid (the "discrepancy"):
- F3.12.1 may be deducted in the following pay period, provided it is no greater than 10% of the employee's gross fortnightly pay; and
 - F3.12.2 will not be considered an overpayment for the purposes of clause F3 -, provided that the employee is notified accordingly.
- F3.13 Further to subclause F3.12, if more than two pay periods have passed since the discrepancy was paid, or the discrepancy exceeds 10% of the employee's gross fortnightly pay, the discrepancy will be considered a debt and the provisions of clause F3 - will apply, unless the employee agrees in writing to the adjustment being made.
- F3.14 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:
- F3.14.1 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
 - F3.14.2 determines that an overpayment is not recoverable.

- F3.15 Where the head of service determines that an overpayment cannot be recovered, the provisions of the relevant Directorate General's Financial Instructions, relating to the waiver and write off of monies, will apply.

Note: Any disputes about the application of these provisions should be addressed through the Dispute Avoidance/Settlement Procedures outlined at P3 -. Unless the employee agrees, recovery of overpayments will not occur while a dispute is on foot.

F4 - Salary Underpayments

- F4.1 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 two pay periods of the appropriate authorisation having been received by the relevant corporate payroll area.
- F4.2 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 three working days of the head of service receiving the request.
- F4.3 Where a shift penalty, overtime payment or higher duties allowance is not made within two 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 three working days of the head of service receiving the request.

F5 - Superannuation

- F5.1 The head of service will provide employer superannuation contributions in accordance with the relevant legislative requirements.
- F5.2 This clause does not apply to employees who are members of the Public Sector Superannuation Accumulation Plan (PSSap), unless they are eligible to be members of the PSSap as a fund of choice.
- F5.3 This clause does not apply to preserved members of other Superannuation Plans, including CSS and PSSdb. Employees covered by those Superannuation plans, will receive the employer contributions specified by the fund rules for the relevant Superannuation plan.
- F5.4 An employee may choose any approved superannuation fund as long as the fund can accept employer contributions by EFT. If the employee's chosen fund cannot or will not accept additional contributions as outlined in subclause F5.5 and F5.10, then the employee will be advised of their right to change funds, to enable such contributions to be made.
- F5.5 The employer contribution will be:
- F5.5.1 the Superannuation Guarantee contribution in accordance with the Superannuation Guarantee (Administration) Act 1992, (which at the commencement of this Agreements 9.5%); and
 - F5.5.2 an additional 1%; and
 - F5.5.3 a further 1% for employees who make extra employee contributions of 3% or more.
- F5.6 The additional contribution in subclause F5.5.2 will increase:
- F5.6.1 to 1.25% on 1 July 2018; and
 - F5.6.2 to 1.50% on 1 July 2019; and

F5.6.3 to 2% on 1 July 2020.

- F5.7 If the legislated minimum Superannuation Guarantee rate is increased during the life of this agreement, the increase will be absorbed by the additional contribution provided under subclause F5.5.2 (as increased in accordance with subclause F5.6), but will not affect the "3 for 1" arrangement in subclause F5.5.3.
- F5.8 The salary for superannuation purposes will be calculated on the employee's Ordinary Time Earnings (OTE) within the meaning of the Superannuation Guarantee (Administration) Act 1992.
- F5.9 Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.
- F5.10 For employees who take paid or unpaid parental leave (which includes birth, parental, grandparental and foster care leave), employer contributions (which will be calculated using the same formula as prescribed in subclause J6.21) will be made for a period equal to a maximum of 52 weeks, in accordance with the rules of the appropriate superannuation scheme.
- F5.11 The Government will, through the Chief Minister, Treasury and Economic Development Directorate, consult with unions and employees on changes to superannuation legislation that may be proposed by the Commonwealth.

F6 - Payment on Death

- F6.1 Where an employee dies, or the head of service has directed that an employee will be presumed to have died on a particular date, the head of service may make a payment or partial payment for unused leave credits and other entitlements directly to the dependants or the domestic partner, or to the legal personal representative, or to the estate, of the former employee of an amount that would have been paid had the employee ceased employment otherwise than because of the employee's death. The payment in respect of unused LSL will be calculated in accordance with subclauses J5.9 and J5.10.

F7 - Classification/Work Value Review

- F7.1 An employee, or a group of employees, or the union(s) or other employee representatives ("the applicant"), may present a case to request the head of service to undertake a classification/work value review of a position or group of positions.
- F7.2 The head of service will undertake the review in consultation with the employee(s) and/or the union(s) or other employee representatives.
- F7.3 If the head of service determines that the case presented under subclause F7.1 is frivolous or vexatious, the head of service will refuse to undertake the review.
- F7.4 If the head of service determines that the case presented under subclause F7.1 does not contain enough information for the head of service to make an assessment on whether the review is warranted, the head of service will provide the applicant an opportunity to make further submissions. If, following such further submissions, or if no such submissions are made, the head of service still does not have enough information to make an assessment on whether or not the review is warranted, the head of service may refuse to undertake the review.
- F7.5 Any classification/work value review will take into account the relevant work level standards, position descriptions, market and other relevant comparators, including comparators that are considered pertinent to the skills, competencies and general responsibilities required of the position(s).
- F7.6 These provisions do not affect the right of the head of service to undertake a classification/work value review at the initiative of the head of service.

F7.7 Where agreement cannot be reached on the need to conduct the review then the disagreement may be resolved in accordance with the dispute resolution procedure.

Section G Allowances

G1 - Adjustment of Allowances

- G1.1 Expense, disability and skill related allowances provided for in this Agreement are set out in Annex C.
- G1.2 The rates for all allowances provided for in Annex C of this Agreement will be adjusted by:
- G1.2.1 1.35% from the commencement of the first full pay period on or after 1 June 2020.
 - G1.2.2 1.35% from the commencement of the first full pay period on or after 1 December 2020.
 - G1.2.3 1.35% from the commencement of the first full pay period on or after 1 June 2021.
 - G1.2.4 1.35% from the commencement of the first full pay period on or after 1 December 2021.
 - G1.2.5 1.35% from the commencement of the first full pay period on or after 1 June 2022.
 - G1.2.6 1% from the commencement of the first full pay period on or after 1 December 2022.
 - G1.2.7 0.79% from the commencement of the first full pay period on or after 1 January 2023.
 - G1.2.8 1% from the commencement of the first full pay period on or after 1 June 2023.
 - G1.2.9 1.74% from the commencement of the first full pay period on or after 1 December 2023.
- G1.3 Employees working part-time will receive disability and skill related allowances at a pro rata rate.
- G1.4 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.

G2 - Oncall Allowance

- G2.1 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.
- G2.2 Payment under this clause will be subject to the following:
- G2.2.1 The head of service gives prior written direction to the employee; or
 - G2.2.2 Where the circumstances did not permit prior direction, subsequent written approval is made by the head of service.
- G2.3 The provisions of clause E4 - will not apply where an employee is recalled to duty whilst restricted.
- G2.4 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:
- G2.4.1 10 per cent of the employee's hourly rate for each hour restricted between normal rostered shifts or hours of work;
 - G2.4.2 15 per cent of the employee's hourly rate for each hour restricted outside their normal roster block (days off);
 - G2.4.3 20 per cent of the employee's hourly rate for each hour restricted on public holidays.
- G2.5 For the purposes of this clause, payment of the allowance at G2.4 to employees at or above FB 5 will be capped at the relevant percentage of the hourly rate of an FB 5.

- G2.6 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.
- G2.7 The hourly rate of payment will be ascertained by applying the following formula:

$$\frac{\text{Composite Wage} \\ \text{(plus allowances in the nature of salary)}}{86.3240} \times \text{X \% prescribed in subclause G2.4}$$

- G2.8 The allowance at clause G2.4 is payable for each hour or part thereof an employee is restricted outside their ordinary hours of duty.
- G2.9 Payments will be made in addition to ordinary salary but will not count as salary for leave, superannuation or other related purposes.
- G2.10 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.
- G2.11 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.
- G2.12 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.
- G2.13 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.
- G2.14 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.
- G2.15 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.
- G2.16 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.
- G2.17 The restriction allowance is not payable for any period of time where overtime payments are made.

G3 - Rest relief for Restricted Situations

- G3.1 Where an employee in a restricted situation under clause G2 - 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.
- G3.2 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.
- G3.3 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 subclause G3.1, plus reasonable travelling time, the employee must:

- G3.3.1 be paid at 200% of the employee's ordinary hourly rate of pay until the employee is released from duty for that period; and
- G3.3.2 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.
- G3.4 The head of service and the UFU acknowledge the need for appropriate roster management processes to enable the effective implementation of subclause G3.1.

G4 - Travel and Transport Costs

- G4.1 Employees are entitled to an allowance at the rate in Annex C when they are required to travel to a workplace other than their permanent workplace.
- G4.2 Under subclause G4.1 the time spent travelling under this clause is not regarded as time worked.
- G4.3 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 relevant Commander (FB 7).
- G4.4 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 one hour.
- G4.5 An employee who reports for duty and is subsequently directed to another workplace for duty will receive:
 - G4.5.1 (a) 50% of the allowance provided for in 3.1 in Annex C if at the end of the shift the employee is not required to return to their permanent workplace; and
 - G4.5.2 (b) reimbursement of all reasonable costs incurred in travelling between the permanent and temporary workplace or the appropriate motor vehicle costs payable to ACT public sector employees, whichever applies, when performing ordinary or overtime duty.
- G4.6 An employee relieving will be regarded, for this clause, to be stationed at the workplace nearest to the employee's home.

Section H Recognition of Work and Life Responsibilities

H1 - Work-Life Balance

- H1.1 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.
- H1.2 This Agreement contains a range of provisions reflecting this commitment, in particular:
- H1.2.1 opportunities for employees to balance their work and life responsibilities;
 - H1.2.2 provisions for enhanced leave entitlements;
 - H1.2.3 flexible working arrangements.
- H1.3 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.
- H1.4 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 ACTF&R policies and programs.
- H1.5 The ACTPS is committed to providing flexible working arrangements which allow employees to manage their work and personal commitments. This must be balanced against the operational requirements for the ACTPS to deliver services to the Canberra community.
- H1.6 The ACTPS recognises the need to provide sufficient support and flexibility at the workplace to assist employees in achieving work and life balance and to meet their caring responsibilities. While family friendly initiatives are important aspects of work and life balance, it is also important that all employees, at all stages in their working lives, are supported through this Agreement.

H2 - Request for Flexible Working Arrangements

- H2.1 An employee may apply to the head of service for flexible working arrangements to support their work and life balance. The head of service must give the employee a written response to the request within 21 calendar days of receiving the request, stating whether the request is approved and the reasons if the request is refused.
- H2.2 Nothing in this clause diminishes any provisions expressed elsewhere in this Agreement, where those entitlements are entitlements in their own right.
- H2.3 An employee may request flexible working arrangements, in accordance with the FW Act, in the following circumstances. The employee:
- H2.3.1 has a parental or other caring responsibility for a child of school age or younger; or
 - H2.3.2 has a caring responsibility for an individual with a disability, a terminal or chronic medical condition, mental illness or is frail and aged; or
 - H2.3.3 has a disability; or

- H2.3.4 is over the age of 55; or
 - H2.3.5 is experiencing family violence; or
 - H2.3.6 is providing personal care, support and assistance to a member of their immediate family or household because they are experiencing family violence.
- H2.4 To assist employees in balancing work and personal commitments, flexible working arrangements are provided throughout this Agreement. Examples of these flexible working and leave arrangements include, but are not limited to:
 - H2.4.1 exchange of shift (D6 -);
 - H2.4.2 part-time work (H5 -);
 - H2.4.3 job sharing (H8 -);
 - H2.4.4 purchased leave (J17 -);
 - H2.4.5 annual leave (J4 -);
 - H2.4.6 annual leave at half pay (J4.6);
 - H2.4.7 long service leave (J5 -);
 - H2.4.8 other leave (J19 -); and
 - H2.4.9 leave not provided for elsewhere (Annex D).
- H2.5 The flexible working arrangement will be recorded in writing and run for a specified duration of up to three years. At the end of the flexible working arrangement's period of operation, unless a new flexible working arrangement is entered into, the default will be that the employee returns to their nominal status.
- H2.6 Approved flexible working arrangements may be reviewed annually at which time the circumstances under which the flexible working arrangements were originally granted will be examined and reassessed.
- H2.7 Employees that have an existing flexible working arrangement at the commencement of this Agreement will have that arrangement reviewed within 12 months of commencement of this Agreement.
- H2.8 The head of service may only deny an employee's request for flexible working arrangements or a variation to existing flexible working arrangements where there are reasonable business grounds for doing so.
- H2.9 Without limiting what are reasonable business grounds for the purposes of subclause H2.8 reasonable business grounds include the following:
 - H2.9.1 that the new working arrangements requested by the employee would be too costly for the employer;
 - H2.9.2 that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee;
 - H2.9.3 it would be impractical to change the working arrangements of other employees or recruit new employees to accommodate the new working arrangements requested by the employee;
 - H2.9.4 that the new working arrangements requested by the employee would be likely to result in a significant loss in efficiency or productivity;

- H2.9.5 that the new working arrangements requested by the employee would be likely to have significant negative impact on customer service.
- H2.10 Where a request is not approved the head of service will consult with the employee to explore alternative arrangements.

H3 - Management of Excessive Hours

- H3.1 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.
- H3.2 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:
- H3.2.1 review of workloads and priorities;
 - H3.2.2 re-allocation of resources;
 - H3.2.3 consideration of appropriate arrangements for time off in lieu or other recompense; and
 - H3.2.4 review staffing levels and/or classifications within the work group.
- H3.3 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.

H4 - Vacation Child Care Subsidy

- H4.1 This clause applies to an employee with school age children who makes a timely application, with regard to work and/or rostering arrangements applying in their particular business unit, based on their accrued annual leave, purchased leave or long service leave during school holidays that is rejected. In these circumstances the head of service will make payment to the employee for each calendar year based on:
- H4.1.1 \$52 per day towards the cost of each school child enrolled in an accredited school holiday program;
 - H4.1.2 up to a maximum of \$260 per child per five days;
 - H4.1.3 up to a maximum of ten days per child per year;
 - H4.1.4 up to a maximum of three children; and
 - H4.1.5 reimbursement on production of a receipt.
- H4.2 An accredited school holiday program is a program approved and/or subsidised by a State, Territory or Local Government.
- H4.3 The payment will apply only on the days when the employee is at work.
- H4.4 The payment will be made regardless of the length of time the child is in the program each day, but it cannot exceed the actual cost incurred.

- H4.5 An employee whose domestic partner receives a similar benefit from the partner's employer is not eligible for the payment.

H5 - Regular Part-time Employment

- H5.1 Employees may apply to work on a part time roster. The following arrangements will apply:
- H5.1.1 Attendance will occur within the 10/14 roster with a regular attendance pattern throughout the year;
 - H5.1.2 Approval for access to part-time working arrangements will be contingent on sufficient operational staffing in full time equivalents as per clause S4 -. Part time employees will be allocated to the relief roster;
 - H5.1.3 Appropriate skill mix must be maintained on all platoons;
 - H5.1.4 Movement to part-time work arrangements is voluntary;
 - H5.1.5 Employees on part-time work arrangements accrue time at classification on a pro-rata basis;
 - H5.1.6 For safety reasons no part trained or part year persons will be employed under this agreement;
 - H5.1.7 All part-time work arrangements will be reviewed annually.
- H5.2 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 subclause H5.1.
- H5.3 Consideration for part-time employment will take account of operational requirements, be within the approved part-time roster at clause S3 - and will depend on the number of employees seeking to work part time. The head of service may refuse such a request for conversion to part-time employment on reasonable business grounds, including that skills acquisition and career progression require that:
- H5.3.1 a firefighter must have a minimum of three years operational experience in ACTF&R and be at a classification of FB 4 or higher; and
 - H5.3.2 an employee on part-time work arrangements who is promoted to or within officer classifications (FB 6-FB 8) the employee must revert to full-time employment for a period of not less than two years.
- H5.4 The head of service and UFU may agree to vary these arrangements.
- H5.5 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 E3 -.

H6 - Conversion to Part-time Employment

- H6.1 Subject to clause H5 -, 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.

- H6.2 Proposals for part-time employment may be initiated by the head of service for operational reasons, or by an employee for personal reasons.
- H6.3 The head of service will have regard to both the employee's personal reasons supporting the proposal, and to the operational requirements.
- H6.4 The written agreement of a full-time employee will be obtained before the employee converts to part-time, or varies part time hours.
- H6.5 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.

H7 - Variation to Part-time Hours

- H7.1 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.
- H7.2 The employee may revert to full-time employment at any time, subject to a one month notice period.
- H7.3 The head of service may cancel part-time work arrangements for operational reasons at any time subject to a one month notice period.
- H7.4 No pressure will be exerted on an employee to vary their part-time employment or to transfer to another part-time position.
- H7.5 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.

H8 - Job Sharing

- H8.1 Job sharing is only available to employees at or above FB 4.
- H8.2 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.
- H8.3 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.
- H8.4 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 subclause H5.1.
- H8.5 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.

H9 - Part-Time Employment Following Birth Leave, Primary Caregiver Leave or Parental Leave

- H9.1 Subject to this clause, the head service will approve an application by an employee employed on a full-time basis who returns to work after accessing birth leave, primary care giver leave, adoption or

permanent care leave or parental leave, to work on a part-time basis up until the date which is three years from the birth or adoption of a child or the granting of parental responsibility of a foster child.

- H9.2 The head of service will facilitate part-time working arrangements for employees under this clause in non-rostered shiftwork roles.
- H9.3 Either the employee who accesses paid Primary Care Giver Leave under clause J8 -, or adoption and permanent care leave under clause J13 -, or the employee who is entitled to and accesses paid birth leave under clause J6 will be entitled to access part-time employment as provided in clause H9 -.
- H9.4 The maximum aggregate period of part-time employment that may be approved for an officer under clause H9 - is seven years.

H10 - Individual Flexibility Arrangements

- H10.1 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).
- H10.2 The provisions that the head of service and the individual employee may agree to vary are:
 - H10.2.1 Scheduling of meetings (clause I2 -)
- H10.3 The head of service must ensure that the terms of the individual flexibility arrangement:
 - H10.3.1 are about matters that would be permitted if the arrangement were an enterprise agreement;
 - H10.3.2 does not include a term that would be an unlawful term if the arrangement were an enterprise agreement; and
 - H10.3.3 will result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.
- H10.4 The head of service must ensure that the individual flexibility arrangement:
 - H10.4.1 identifies the clause of this Agreement that the Agency and the employee have agreed to vary;
 - H10.4.2 sets out details of how the arrangement will vary the effect of the clause;
 - H10.4.3 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
 - H10.4.4 states the day the arrangement commences.
- H10.5 An individual flexibility arrangement made under this clause must be genuinely agreed to by the head of service and the individual employee.
- H10.6 Except as provided in paragraph H10.7.2, 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.
- H10.7 The head of service must ensure that an individual flexibility arrangement made under this clause must be in writing and signed:
 - H10.7.1 in all cases - by the employee and the head of service; and
 - H10.7.2 if the employee is under 18, by a parent or guardian of the employee.

- H10.8 The head of service must give the employee a copy of an individual flexibility arrangement made under this clause within 14 days after it is agreed to.
- H10.9 The head of service or the employee may terminate the individual flexibility arrangement:
- H10.9.1 by giving written notice of no more than 28 days to the other party to the arrangement;
or
- H10.9.2 if the head of service and the employee agree in writing at any time.
- H10.10 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 I Employee Support

I1 - Employee Assistance Program

- I1.1 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.

I2 - Scheduling of Meetings

- I2.1 To assist employees to meet their personal responsibilities, where possible, all meetings are to be scheduled at times that take into account those responsibilities.

I3 - Family Care Costs

- I3.1 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.

I4 - Nursing Employees

- I4.1 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.
- I4.2 Where practicable the head of service will establish and maintain a room for nursing employees. Where there is no room available an appropriate space may be used.
- I4.3 Up to one hour paid lactation breaks per day/shift will be available for nursing employees.

Section J Leave

J1 - Personal Leave

- J1.1 Paid personal leave is available to employees to enable them to be absent from duty:
- J1.1.1 because the employee is unfit for work because of personal illness, or personal injury;
 - J1.1.2 to provide care or support to a member of the employee's immediate family, or a member of the employee's household;
 - J1.1.2 (a) who is ill or injured; or
 - J1.1.2 (b) who is affected by an unexpected emergency; or
 - J1.1.3 in extraordinary and unforeseen circumstances in accordance with subclause J1.33.

- J1.2 Personal leave supports the Territory's commitment to a healthy workplace and workforce.

Personal leave – Entitlement and Accrual

- J1.3 The amount of personal leave to which an employee is entitled is as follows:
- J1.3.1 On commencement 144 hours
 - J1.3.2 On the completion of twelve months service and each subsequent year 144 hours
- J1.4 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.
- J1.5 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 subclause J1.3.2.
- J1.6 Personal leave is cumulative.
- J1.6.1 Absences which do not count for service totalling more than 30 calendar days defer the next accrual by one day for each day's absence.
- J1.7 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.
- J1.8 Any personal leave taken must be deducted from the employee's credit.

Granting of Personal Leave

- J1.9 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 or support of a member of the employee's immediate family or household in accordance with subclause J1.1.2, subject to subclause J1.13, produces a medical certificate.
- J1.10 When taking personal leave the employee must notify the Communications Centre (ComCen) at the earliest opportunity prior to scheduled commencement of duty, unless he or she has good reason for not doing so.
- J1.11 An employee cannot access paid personal leave while on paid birth leave or primary care giver's leave, but can apply for personal leave during unpaid birth leave or parental leave.
- J1.12 The head of service must approve an application for up to seven consecutive calendar days of personal leave for the purpose of bonding leave in accordance with subclause J10.4.

Documentary Evidence

- J1.13 The head of service may, with reasonable cause, request a medical certificate for any absence at the time of notification of the absence.
- J1.14 The notification must include:
- J1.14.1 the reason for the absence; and
 - J1.14.2 how long the employee expects to be away from work.
- J1.15 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.
- J1.16 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.
- J1.17 An employee must provide requested or required documentary evidence in a timely manner.
- J1.18 If documentary evidence is not produced when an employee applies for leave for personal illness or injury, or for the care or support of a member of the employee's immediate family or household in accordance with subclause J1.1.2, the head of service may grant personal leave up to three consecutive shifts with pay, to a maximum of seven shifts in any accrual year. Absences in excess of three consecutive shifts, or seven shifts in any accrual year are unauthorised and will be without pay.
- J1.19 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.
- J1.20 In addition to the provisions contained in the PSM 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:
- J1.20.1 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
 - J1.20.2 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

- J1.21 The head of service may allow an employee, when the employee provides documentary evidence that the employee has a personal illness or injury, or needs to provide care or support to a member of the employee's immediate family or household, to anticipate one year's personal leave accrual where all full pay credits are exhausted.
- J1.22 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.
- J1.23 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 or support of a member of the employee's immediate family or household in accordance with subclause J1.1.2. Unpaid personal leave will count as service for all purposes. This is in addition to the entitlement to unpaid carer's leave that employees have under the NES.

- J1.24 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, annual leave or long service leave. If approved, this leave will not break the continuity of the 78 weeks under subclause J1.25.
- J1.25 Any personal leave without pay that goes beyond a maximum continuous period of combined paid and unpaid personal leave of 78 weeks will not count as service for any purpose.

Effect on other entitlements

- J1.26 Personal leave with pay will count as service for all purposes.
- J1.27 Personal leave without pay, other than provided for at subclause J1.25, will count as service for all purposes.

Interaction with other leave types

- J1.28 An employee who suffers personal illness or injury, or provides care of support for a member of the employee's immediate family or household who is ill or injured or who is experiencing an unexpected emergency, for one day or longer while on:
- J1.28.1 Annual leave; or
 - J1.28.2 Recreation leave; or
 - J1.28.3 Purchased leave; or
 - J1.28.4 Long service leave; or
 - J1.28.5 Unpaid birth leave; or
 - J1.28.6 Unpaid parental leave; or
 - J1.28.7 Grandparental leave
- who produces a medical certificate from a registered medical practitioner or a registered health professional operating within their scope of practice, or in the case of an expected emergency other satisfactory evidence, may apply for personal leave.
- J1.29 Where an employee is on a form of leave specified in subclause J1.28 and:
- J1.29.1 the employee is subsequently granted personal leave in accordance with subclause J1.28; and
 - J1.29.2 the personal leave falls within a part of or all of the period of the other form of leave, then that other leave will be re-credited for that period of the personal leave that falls within the period of the other leave.
- J1.30 An employee cannot access paid personal leave while on paid birth leave, or primary care giver's leave, or adoption or permanent care leave, but can apply for personal leave during unpaid birth leave or parental leave.
- J1.31 If the employee has exhausted all paid personal leave, personal leave without pay cannot be substituted for unpaid birth leave.
- J1.32 If an employee exhausts the employee's paid personal leave entitlement and produces documentary evidence, as per subclause J1.15, as evidence of continuing personal illness or injury, or requirement to care or provide support to a member of the employee's immediate family or household, the employee may apply to the head of service for approval to take annual leave or long service leave.

Personal Leave in Extraordinary Circumstances

- J1.33 Subject to subclause J1.34 and J1.35, 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 extraordinary circumstances. Extraordinary circumstances cover extraordinary or unforeseen circumstances where it is essential that the employee have leave from the workplace. In these extraordinary circumstances, reasonable evidence may be required by the manager.
- J1.34 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.
- J1.35 A maximum of four shifts leave in special circumstances may be approved within an accrual year. These four shifts are in addition to the seven shifts personal leave without documentary evidence that may be granted under subclause J1.18 Any paid leave in special circumstances granted under this clause will be deducted from the employee's personal leave credit.
- J1.36 Where an employee who is eligible for personal leave produces medical evidence to the effect that he/she has been incapacitated for a period of:
- J1.36.1 one day or more whilst on recreation or annual leave; or
- J1.36.2 one day or more whilst on long service leave,
- the head of service will re-credit the employee with an equivalent period of recreation, annual or long service leave as the case may be.
- J1.37 Where payment has been made for personal leave under subclause J1.3 to an employee whose personal leave entitlement previously had been exhausted or whose personal leave has not been established the head of service may deduct the amount overpaid from the salary of the employee.

Infectious diseases circumstances

- J1.38 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.
- J1.39 The employee may also apply for the absence or a part of it to be deducted from their annual leave credit.

J2 - Make up pay

- J2.1 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.
- J2.2 The term full pay, for the purpose of this clause, will mean the amount an employee would have normally earned, including the firefighter's rostered average overtime over the 12 months preceeding injury.

J3 - Compassionate Leave

- J3.1 Compassionate leave with pay applies from the first day of service and counts as service for all purposes.
- J3.2 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.
- J3.3 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.
- J3.4 Proof of bereavement and relationship must be provided if requested. The head of service may request evidence that would satisfy a reasonable person that an application for compassionate leave is for a purpose specified in subclause J3.2 and J3.3.
- J3.5 Compassionate leave granted of at least one day whilst on another type of leave will result in the re-crediting of that leave.
- J3.6 Further paid or unpaid compassionate leave, in addition to clause J3.2, may be granted if considered appropriate by the head of service.

J4 - Annual Leave

Entitlement to Annual Leave

- J4.1 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 accordance with the rostered shiftwork pattern described in subclause D2.1. Where less than a full year is worked, employees are entitled to leave on a pro-rata basis.
- J4.2 365 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.
- J4.3 Access to discretionary recreation leave will be subject to available staffing and operational requirements at the time of application.
- J4.4 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.
- J4.5 The head of service will, if the requirements of ACTF&R so permit, allow each employee to take their recreation leave at a time convenient to that employee.
- J4.6 The head of service may approve an application by an employee for annual leave to be taken at half pay to suit their personal circumstances with credits to be deducted on the same basis.

- J4.7 Employees on part-time work arrangements will accrue a pro-rata credit based on the number of part-time hours worked.
- J4.8 Unauthorized absence will not contribute to the annual leave credit.

Managing leave balances

- J4.9 Subject to the head of service maintaining in employment the numbers and classifications of firefighters in clause S4 - and Schedule 1 the following arrangements shall apply.
- J4.10 If an employee has the equivalent of two years' accrued credit of annual leave and unless exceptional operational circumstances exist, the employee and relevant manager/supervisor should agree, and implement an annual leave usage plan to ensure the employee's accrued leave credit will not exceed an accrued two and a half years worth of annual leave credit.
- J4.11 If an employee does not agree to a reasonable annual leave usage plan the head of service may direct an employee who has accrued two and a half years worth of accrued annual leave credit to take enough annual leave to reduce the accrued leave credit to the equivalent of two years' accrued credit, subject to giving the employee eight weeks notice. This clause does not apply to an employee who is on graduated return to work following compensation leave.
- J4.12 An employee who has an annual leave credit in excess of two and a half years' accrued entitlement:
- J4.12.1 at the commencement of the Agreement; or
 - J4.12.2 on joining, or returning to ACTF&R; or
 - J4.12.3 on returning to duty from compensation leave,
- will not be subject to direction in accordance with subclause J14.11, but will be required to enter into an annual leave usage plan with the purpose of gradually reducing the annual leave accrual. Such an annual leave usage plan needs to be agreed by the employee and the supervisor/manager and must take into account the employees personal circumstances as well as operational requirements. Once the leave has been reduced below the equivalent of two years' accrued credit, the employee will be subject to subclause J4.10 for future accruals that exceed two and a half years worth of accrued annual leave credit.
- J4.13 An employee may not be directed under subclause J14.11 to take annual leave where the employee has made an application for a period of annual leave equal to or greater than the period specified in subclause J14.11 in the past six months and the application was not approved.
- J4.14 The manager/supervisor and the employee may agree to vary an annual leave usage plan.

Cancellation of Leave

- J4.15 If an employee's annual leave is cancelled without reasonable notice, or an employee is recalled to duty from leave, the employee will be entitled to be reimbursed reasonable travel costs and incidental expenses not otherwise recoverable under any insurance or from any other source.

Cashing out of Annual Leave

- J4.16 An employee may cash out leave credits where that credit has exceeded 384 hours subject to the following:
- J4.16.1 the employee providing the head of service with a written election to do so;

- J4.16.2 the head of service authorising the election; and
- J4.16.3 the employee having a minimum balance of 384 hours combined annual/recreation leave after cashing out excess leave credits.
- J4.17 An employee may only cash out leave in accordance with subclause J4.16 once during each 12 month period.

Payment on Separation

- J4.18 Employees will receive payment in lieu of any unused leave entitlement on separation from the ACTPS.

J5 - Long Service Leave

- J5.1 The eligibility requirements and entitlements for long service leave under the PSM Act and PSM Standards apply subject to the provisions of this clause.
- J5.2 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

- J5.3 All employees will accrue three calendar months long service leave at full pay after the completion of ten years' service.
- J5.4 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 ten years' service.
- J5.5 All other employees will accrue nine calendar days long service leave for each year's service after ten years' service
- J5.6 The head of service and employees recognise and accept their mutual responsibility to encourage utilisation of long service leave.
- J5.7 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.
- J5.8 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

- J5.9 Where the services of an employee with at least one year's 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
- J5.10 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.
- J5.11 Employees who choose to resign from ACTF&R will receive payment in lieu of any pro-rata long service leave entitlements they may have after seven years eligible service.

- J5.12 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

- J5.13 Long service leave may be taken for any period up to the accrued credit providing the minimum period that may be taken is five calendar days.
- J5.14 Subject to subclause J5.15, 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.
- J5.15 The head of service will grant long service leave to up to two firefighters and one officer per platoon or up to two 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.
- J5.16 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.

J6 - Birth Leave

Purpose

- J6.1 Birth leave is available to pregnant employees to enable them to be absent from duty to:
- J6.1.1 support their own wellbeing and to care for and bond with a new born child; and
 - J6.1.2 support the protection of the family and children under the Human Rights Act 2004; and
 - J6.1.3 support the employee's right to continuity of service.

Eligibility

- J6.2 An employee who is pregnant is eligible to be absent on birth leave.
- J6.3 An employee is eligible for birth leave where termination of the pregnancy occurs within 20 weeks of the estimated date of delivery of the child. Where an employee's pregnancy terminates more than 20 weeks before the estimated date of delivery of the child any birth leave which has been prospectively approved will be cancelled.

Eligibility – Paid Birth Leave

- J6.4 An employee, other than a casual employee, who is eligible for birth leave and who has completed 12 months of continuous service, including recognised prior service, immediately prior to commencing a period of birth leave, is eligible for paid birth leave.
- J6.5 An employee, other than a casual employee, who is eligible for birth leave and who completes 12 months of continuous service within the first 18 weeks of birth leave is eligible for paid birth leave for the period between completing 12 months of service and the end of the first 18 weeks of birth leave.
- J6.6 An employee who is eligible for paid birth leave and who is on approved leave without pay is eligible for paid birth leave for the period between completing the approved period of leave without pay and the end of the first 18 weeks of birth leave.

Entitlement

- J6.7 An eligible employee is entitled to be absent for up to 52 weeks birth leave for each pregnancy. To avoid doubt, the entitlement under this clause does not increase in cases of multiple births.
- J6.8 Subject to subclause J6.4, an employee who is eligible for paid birth leave is entitled to be paid for the first 18 weeks of birth leave and this entitlement is in addition to the Federal paid parental leave scheme.
- J6.9 Birth leave is non-cumulative.
- J6.10 Subject to subclauses J6.12 and J6.13, an employee who is eligible for birth leave must absent themselves from duty for a period commencing six weeks prior to the estimated date of delivery of the child and ending six weeks after the actual date of birth of the child.
- J6.11 An eligible employee's period of birth leave will commence:
- J6.11.1 subject to subclause J6.12, six weeks prior to the estimated date of delivery; or
 - J6.11.2 on the birth of the child (including where this occurs earlier than six weeks prior to the estimated date of delivery of the child); or
 - J6.11.3 on the date the pregnancy ends if that occurs within 20 weeks of the estimated date of delivery of the child; or
 - J6.11.4 for all other eligible employees, on the first day of birth leave.
- J6.12 An employee who produces medical evidence from a registered medical practitioner that they are fit for duty until a date less than six weeks prior to the estimated date of delivery of the child may continue to work up until a date recommended by the medical practitioner, subject to the approval of the head of service.
- J6.13 An employee who has given birth to a child and produces medical evidence from a registered medical practitioner that they are fit for duty from a date less than six weeks after the date of birth of the child may resume duty on a date recommended by the medical practitioner, subject to the approval of the head of service.
- J6.14 An employee who has given birth to a child may resume duty following the end of the six week period after the birth of the child and earlier than the end of the approved period of birth leave subject to the approval of the head of service.
- J6.15 An employee is entitled to return to work in accordance with the provisions in the NES of the FW Act.

Evidence and Conditions

- J6.16 An employee must give notice to their manager/supervisor as soon as practicable of their intention to be absent on birth leave.
- J6.17 Birth leave is deemed to be approved; however an employee must submit an application to the head of service for any period of birth leave. Having considered the requirements of this clause the head of service will approve an employee's application to access birth leave.
- J6.18 Prior to commencing birth leave an employee will provide the head of service with evidence of the pregnancy and the estimated date of delivery from a registered medical practitioner or registered health professional who is operating within their scope of practice.

- J6.19 If requested by the head of service, an employee will provide the head of service with evidence of the birth and the date of the birth of the child as soon as possible after the birth of the child. Such evidence may include a copy of the birth certificate or documents provided by a registered medical practitioner or registered health professional who is operating within their scope of practice.

Rate of Payment

- J6.20 The rate of payment to be paid to the employee during a paid period of birth leave is the same rate as would be paid if the employee was granted paid personal leave.
- J6.21 Despite subclause J6.20, 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 birth leave, the rate of payment for the paid component of their birth 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 birth leave commences.
- J6.22 To avoid doubt, an employee's status and all other entitlements remain unaltered by the operation of subclause J6.21.
- J6.23 Paid birth leave may be taken with full or half pay, or a combination of full and half pay, with credits to be deducted on the same basis. The maximum paid period is up to 36 weeks at half pay.
- J6.24 The head of service may approve, subject to a medical certificate from a registered medical practitioner, an employee taking paid birth leave in a non-continuous manner, provided any other form of paid leave will not be approved until the employee has used all of the employee's paid birth leave entitlement.
- J6.25 A period of paid birth leave does not extend the maximum 52 week period of birth leave available to an eligible employee.
- J6.26 An employee's period of absence on birth leave between the paid period of birth leave and the maximum 52 week period of birth leave will be without pay, unless other paid leave entitlements are accessed.

Effect of Other Entitlements

- J6.27 Birth leave with pay will count as service for all purposes.
- J6.28 Any period of unpaid birth leave taken by an employee during the period commencing six weeks prior to the estimated date of delivery of the child and ending six weeks after the actual date of birth of the child will count as service for all purposes.
- J6.29 Subject to subclause J6.28 any period of unpaid birth leave taken by an employee will not count as service for any purpose, but does not break continuity of service.
- J6.30 Public holidays for which the employee would otherwise have been entitled to payment that fall during periods of absence on birth leave will not be paid as a normal public holiday.

Interaction with Other Leave Entitlements

- J6.31 An application by an employee for long service leave or annual leave during a period that would otherwise be an unpaid period of birth leave will be granted to the extent of available entitlements.

- J6.32 An application by an employee for personal leave during a period that would otherwise be an unpaid period of birth leave will be granted subject to the employee providing a certificate from a registered medical practitioner or registered health professional operating within their scope of practice to the extent of available entitlements.

Keep in Touch Arrangements (Birth Leave)

- J6.33 At any time after six weeks from the child's date of birth, an employee may, following an invitation from an authorised person, agree to attend the workplace on up to ten separate occasions of up to one day each so as to keep in touch with developments in the workplace (for meetings and training etc.).
- J6.34 The employee will be paid at their ordinary hourly rate of pay for the hours they attend the workplace in accordance with subclause J6.33 during unpaid birth leave. Keep in touch attendance will count as service for all purposes, but does not extend the period of leave and does not end or reduce the entitlement to birth leave.
- J6.35 For the purpose of subclause J6.33, a medical certificate is not required.

J7 - Special Birth Leave

Purpose

- J7.1 Special birth leave is available to employees where:
- J7.1.1 the employee is not fit for work due to a pregnancy related illness, or
 - J7.1.2 the pregnancy of the employee ends within 28 weeks of the estimated date of delivery, other than by the birth of a living child.
- If a pregnancy ends within 20 weeks of the estimated date of delivery of the child the employee may be entitled to paid or unpaid birth leave as per subclauses J6.3 and J6.4.

Eligibility

- J7.2 Special birth leave is available to all employees and eligible casual employees.

Entitlement

- J7.3 An employee is entitled to a period of unpaid special birth leave for the duration certified by a registered medical practitioner or registered health professional operating within their scope of practice as necessary.

Evidence and Conditions

- J7.4 The employee must provide the head of service with notice that they are taking special birth leave. The notice must be given as soon as practicable (which may be after the leave has started); and should include the period, or expected period, of the leave.
- J7.5 An employee must submit an application to the head of service for any period of special birth leave. Having considered the requirements of this clause the head of service will approve an employee's application to access special birth leave.
- J7.6 An employee who has given notice that special birth leave will be (or is being) taken must provide reasonable evidence of the purpose for taking leave. This evidence may include a medical certificate from a registered medical practitioner or a registered health professional operating within their scope of practice.

Rate of Payment

- J7.7 Special birth leave is granted without pay.

Effect on Other Entitlements

- J7.8 Special birth leave does not count as service for any purpose.
- J7.9 Special birth leave does not break continuity of service.
- J7.10 Special birth leave accessed due to pregnancy related illness is not deducted from the entitlement for unpaid birth leave accessed after the birth of the child.

Interaction with Other Leave Types

- J7.11 Special birth leave is in addition to any accrued personal leave entitlement.
- J7.12 Special birth leave is in addition to compassionate leave.

J8 - Primary Care Giver Leave

Purpose

- J8.1 Primary care giver leave is available to employees to enable them to be absent from duty to:
 - J8.1.1 care for and bond with a newborn child; and
 - J8.1.2 support the protection of the family and children under the Human Rights Act 2004.

Eligibility

- J8.2 Primary care giver leave is available to employees other than casual employees who are the primary care giver of a newborn child.
- J8.3 An employee who has completed at least 12 months continuous service, including recognised prior service, immediately prior to commencing a period of primary care giver leave, is eligible for primary care giver leave.
- J8.4 An employee who is eligible for paid birth leave, foster and short term care leave, or adoption or permanent care leave is not eligible for primary care giver leave.
- J8.5 An employee who completes 12 months of continuous service within 18 weeks of becoming the primary care giver for a child is eligible for primary care giver leave for the period between completing 12 months of qualifying service and the end of the first 18 weeks of becoming the primary care giver of the child.

Entitlement

- J8.6 An eligible employee is entitled to 18 weeks of paid leave in relation to each birth and this entitlement is in addition to the Federal paid parental leave scheme. To avoid doubt, the entitlement under this clause does not increase in cases of multiple births, adoptions or care and protection orders that apply to more than one child.
- J8.7 Primary care giver leave is non-cumulative.
- J8.8 An employee is entitled to return to work in accordance with the provisions in the NES.

Evidence and Conditions

- J8.9 An employee should discuss with their manager/supervisor, as soon practicable, their intention to be absent on primary care giver leave.
- J8.10 An employee must make an application to the head of service to access their primary care giver leave.

- J8.11 The employee must provide the head of service with appropriate evidence concerning the reasons for and circumstances under which the primary care giver leave application is made, which may include:
- J8.11.1 a certificate from a registered medical practitioner or registered health professional operating within their scope of practice relating to the estimated date of delivery of a child; or
- J8.11.2 a birth certificate.
- J8.12 In all cases details of leave being taken by other persons in relation to the same child (or children in the case of multiple births) must be provided.
- J8.13 Before granting primary care giver leave, the head of service must be satisfied that the employee demonstrates that they are the primary care giver.
- J8.14 For the purposes of this clause a newborn is considered to be a baby of up to fourteen weeks old. In extenuating circumstances, the head of service may approve primary care giver leave when a newborn is more than 14 weeks old.
- J8.15 Having considered the requirements of this clause the head of service will approve an employee's application to access primary care giver leave.
- J8.16 The total combined entitlement under this clause and the birth leave clause, and equivalent clauses in any other ACTPS enterprise agreement, is 18 weeks of paid leave in relation to the birth.
- J8.17 Primary care giver leave may be taken in any combination with birth leave provided that the mother and the other employee entitled to primary care giver leave do not take these forms of paid leave concurrently.

Rate of Payment

- J8.18 Primary care giver leave will be granted with pay.
- J8.19 The rate of payment to be paid to the employee during a paid period of primary care giver leave is the same rate as would be paid if the employee was granted personal leave.
- J8.20 Despite subclause J8.19, 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 12 month period directly preceding primary care giver leave, the rate of payment for the paid component of their primary care giver 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 12 month period immediately before the period of primary care giver leave commences.
- J8.21 To avoid doubt, an employee's status and all other entitlements remain unaltered by the operation of subclause J8.20.
- J8.22 Primary care giver leave may be granted with full or half pay, or a combination of full and half pay, with credits to be deducted on the same basis. The maximum paid period is up to 36 weeks at half pay.

Effect on Other Entitlements

- J8.23 Primary care giver leave will count as service for all purposes.
- J8.24 Public holidays for which the employee would otherwise have been entitled to payment that fall during periods of absence on primary caregiver leave will not be paid as a normal public holiday.

Interaction with Other Leave Types

- J8.25 Primary care giver leave does not extend the maximum period of unpaid parental leave available to an employee.

Keep in Touch Arrangements (Primary Care Giver Leave)

- J8.26 An employee on primary care giver leave may, following an invitation from an authorised person, agree to attend the workplace on up to ten separate occasions of up to one day each so as to keep in touch with developments in the workplace (for meetings and training etc.).
- J8.27 The employee will be paid at their ordinary hourly rate of pay for the hours they attend work in accordance with subclause J8.26 during unpaid primary care giver leave. Keep in touch attendance will count as service for all purposes, but does not extend the period of leave and does not end or reduce the entitlement to primary care giver leave.

J9 - Parental Leave

Purpose

- J9.1 Parental leave without pay is in addition to the provisions available in birth leave, primary care giver leave and adoption or permanent care leave and is available to employees to enable them to be absent from duty following the birth or adoption of a child or the commencement of a permanent caring arrangement for a child.

Eligibility

- J9.2 Parental leave is available to an employee or an eligible casual employee who is the primary care giver of a child following the birth or adoption of a child or the commencement of a permanent caring arrangement for a child.

Entitlement

- J9.3 An employee is entitled to up to three years of parental leave following the child's birth, adoption or commencement of a permanent caring arrangement, less any period of birth leave, primary care giver leave or adoption or permanent care leave which the employee has taken in relation to the same child.
- J9.4 To avoid doubt, the entitlement under this clause does not increase in cases of multiple births, adoptions or permanent caring arrangements that apply to more than one child at any one time.
- J9.5 At the end of this time the employee is entitled to return to work in accordance with the provisions in the NES.

Evidence and Conditions

- J9.6 An employee should discuss with their manager/supervisor, as soon as practicable, their intention to be absent on parental leave.
- J9.7 An employee must make an application to the head of service to access their unpaid parental leave entitlement.
- J9.8 Having considered the requirements of this clause the head of service will approve an employee's application to access parental leave.
- J9.9 The employee must provide the head of service with appropriate evidence concerning the reasons for and circumstances under which the unpaid parental leave application is made, which may include:
- J9.9.1 a birth certificate; or

- J9.9.2 documents from an adoption authority concerning the adoption of a child; or
- J9.9.3 documents relating to a permanent caring arrangement.
- J9.10 Either parent may be granted unpaid parental leave if both are employees in ACTF&R but the leave may not be taken concurrently.

Rate of Payment

- J9.11 Parental leave will be granted without pay.

Effect on Other Entitlements

- J9.12 Parental leave does not count as service for any purpose.
- J9.13 Parental leave does not break continuity of service.
- J9.14 Public holidays for which the employee would otherwise have been entitled to payment that fall during periods of absence on parental leave will not be paid as a normal public holiday.

Interaction with Other Leave Types

- J9.15 An employee on parental leave may access annual and long service leave on full or half pay to the extent of available entitlements.
- J9.16 An application by an employee for personal leave during a period that would otherwise be a period of parental leave will be granted subject to the employee providing a certificate from a registered medical practitioner or registered health professional operating within their scope of practice.

Keep in Touch Arrangements (Parental Leave)

- J9.17 An employee may, following an invitation from an authorised person, agree to attend the workplace on up to ten separate occasions of up to one day each so as to keep in touch with developments in the workplace (for meetings and training etc.), less any Keep In Touch time approved during birth or primary caregiver leave as per subclauses J6.33 or J8.26.
- J9.18 The employee will be paid at their ordinary hourly rate of pay for the hours that they attend the workplace in accordance with subclause J9.17. Keep in touch attendance will count as service for all purposes, but does not extend the period of leave and does not end or reduce the entitlement to parental leave.

J10 - Bonding Leave

Purpose

- J10.1 Bonding leave is available to employees to enable them to be absent from duty to:
 - J10.1.1 bond with their newborn child, adopted child or a child for whom the employee's domestic partner has commenced a primary care giving role under a permanent caring arrangement;
 - J10.1.2 support the protection of the family and children under the Human Rights Act 2004.

Eligibility

- J10.2 Bonding leave is available to employees other than casual employees at the time of the child's birth, adoption or the commencement of a permanent caring arrangement when the employee is not the primary care giver to the child.

- J10.3 An employee who is eligible for paid birth leave, adoption or permanent care leave or primary care giver leave is not entitled to bonding leave. If, however, bonding leave has been taken by the employee, and the employee later becomes entitled to primary care giver's leave due to unforeseen circumstances, the head of service may agree to convert the bonding leave and personal leave taken in accordance with this clause to primary care giver's leave.

Entitlement

- J10.4 Under this clause, an employee is entitled to be absent on paid leave for a maximum of two consecutive weeks (14 consecutive calendar days) at, or near, the time of the birth, adoption or commencement of the permanent caring arrangement. The maximum absence may be increased by a further seven consecutive calendar days of personal leave for bonding purposes as per subclause J1.12.
- J10.5 In accordance with the NES, an eligible employee is entitled to be absent up to a maximum of eight weeks of concurrent unpaid bonding leave in the first 12 months following the birth or adoption or commencement of a permanent caring arrangement for a child, subject to a minimum period of two weeks at a time unless a shorter period is agreed by the head of service.
- J10.6 The entitlement under subclause J10.5 will be reduced by the extent of the entitlement accessed by an employee under subclause J10.4.
- J10.7 To avoid doubt, the entitlement under this clause does not increase in cases of multiple births, adoptions or permanent caring arrangements that apply to more than one child at the one time.
- J10.8 Bonding leave is non-cumulative.
- J10.9 Paid bonding leave must be taken within 14 weeks from the date of birth, adoption or commencement of the permanent caring arrangements, unless there are exceptional circumstances and the head of service agrees to a longer period.
- J10.10 The seven consecutive days of personal leave accessed as per subclause J10.4 may be taken at any time up to 14 weeks from the date of the birth, adoption or commencement of the permanent caring arrangement.
- J10.11 Where an employee's domestic partner is also an ACTPS employee this leave may be taken concurrently with the domestic partner receiving birth leave, adoption or permanent care leave or primary care giver leave.

Evidence and Conditions

- J10.12 An employee should discuss with their manager/supervisor, as soon as practicable, their intention to be absent on bonding leave.
- J10.13 Bonding leave will be approved subject only to the head of service being satisfied that the eligibility requirements have been met; however an employee must submit an application to the head of service for any period of bonding leave.
- J10.14 The employee must provide the head of service with appropriate evidence concerning the circumstances under which the bonding leave application is made, which may include:
- J10.14.1 a medical certificate relating to the estimated date of delivery of a child; or
 - J10.14.2 a birth certificate; or
 - J10.14.3 documents from an adoption authority concerning the proposed adoption of a child; or

- J10.14.4 documents relating to a permanent caring arrangement until the child reaches the age of 18.
- J10.15 Unless the head of service determines that exceptional circumstances apply bonding leave will not be approved to care for:
 - J10.15.1 a baby over the age of fourteen weeks (not applicable in cases of adoption or permanent caring arrangements); or
 - J10.15.2 an adopted child or child who is the subject of a permanent caring arrangement over the age of eighteen on the day of placement.

Rate of Payment

- J10.16 Bonding leave will be granted with or without pay.
- J10.17 The rate of payment to be paid to the employee during a period of paid bonding leave is the same rate as would be paid if the employee was granted personal leave.

Effect on Other Entitlements

- J10.18 Paid bonding leave will count as service for all purposes and unpaid bonding leave will not count as service for any purposes, but will not break continuity of service.
- J10.19 Public holidays for which the employee is entitled to payment that fall during periods of absence on paid bonding leave will be paid as a normal public holiday and will not extend the maximum period of bonding leave.

J11 - Returning to work after a period of parental leave

- J11.1 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.
- J11.2 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 P15 -, the employee will be entitled to return to the position they held immediately before such transfer.
- J11.3 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.

J12 - Leave for Service With Other Agencies

- J12.1 The Head of Service may make an employee available to an organisation of a State or the Northern Territory or other government agency.
- J12.2 Where, under subclause J12.1 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.
- J12.3 An employee will not be made available under subclause J12.1 for a continuous period exceeding three years.
- J12.4 A period during which an employee is absent on leave granted under subclause J12.2 forms part of the employee's period of service as an employee.

J13 - Adoption or Permanent Care Leave

Purpose

- J13.1 Adoption or Permanent Care leave is available to employees to enable them to be absent from duty to:
- J13.1.1 care for and bond with an adopted child or a child for whom the employee has a permanent caring responsibility, including kinship arrangements, where the child is under the age of 18; and
 - J13.1.2 support the protection of the family and children under the Human Rights Act 2004 and the Children and Young People Act 2008.

Eligibility

- J13.2 Paid adoption or permanent care leave is available to an employee other than a casual employee who is the primary care giver of:
- J13.2.1 an adopted child; or
 - J13.2.2 a child for whom the employee has a permanent caring responsibility, where the child is under 18.
- J13.3 An employee providing foster care under a Concurrency Care Foster Care Program described in clause J15 - will be treated as having a permanent caring responsibility, and be eligible for Adoption or Permanent Care leave subject to the terms of this clause.
- J13.4 An employee who:
- J13.4.1 is granted adoption or permanent care leave in respect of a child being cared for under a Concurrency Care Foster Care Program; and
 - J13.4.2 subsequently enters into an adoption or permanent care arrangement for that child
- will not be eligible for any further grant of adoption or permanent care leave for that child.
- J13.5 An employee who has completed at least 12 months continuous service, including recognised prior service, immediately prior to commencing a period of adoption or permanent care leave is eligible for adoption or permanent care leave.
- J13.6 An employee who is eligible for paid primary care giver leave is not eligible for adoption or permanent care leave.
- J13.7 An employee who completes 12 months of continuous service within 18 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 12 months of qualifying service and the end of the first 18 weeks of becoming the primary care giver of the child.

Entitlement

- J13.8 An eligible employee is entitled to 18 weeks of paid leave in relation to each occasion of adoption or commencement of a permanent caring responsibility, less any leave taken in accordance with clause J14 - in the same twelve month period in relation to the same child.
- J13.9 A casual employee is entitled to unpaid pre-adoption leave in accordance with the provisions of the National Employment Standards.
- J13.10 To avoid doubt, the entitlement under subclause J13.8 does not increase when the adoption or permanent caring responsibility involves more than one child at the time of application.
- J13.11 Adoption and permanent care leave is non-cumulative.

- J13.12 An employee is entitled to return to work in accordance with the provisions in the National Employment Standards.

Evidence and Conditions

- J13.13 An employee should discuss with their manager/supervisor, as soon practicable, their intention to be absent on adoption or permanent carer leave.
- J13.14 An employee must make an application to the head of service to access their adoption or permanent care leave.
- J13.15 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:
- J13.15.1 documents from an adoption authority concerning the adoption; or
 - J13.15.2 an authorisation as a kinship carer made under the Children and Young Peoples Act 2008; or
 - J13.15.3 documents confirming that an arrangement consistent with the terms set out in clause J15 - applies.
- J13.16 In all cases details of leave being taken by other persons in relation to the same child must be provided.
- J13.17 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 partner.
- J13.18 Before granting leave the head of service must be satisfied that the employee is the primary care giver.
- J13.19 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.
- J13.20 In all cases, the child must be under the age of 18 on the date the employee assumes permanent responsibility for the child for leave to be approved.

Rate of Payment

- J13.21 Adoption or permanent care leave will be granted with pay, except for unpaid pre- adoption leave for casual employees.
- J13.22 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.
- J13.23 Despite subclause J13.22 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 12 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 12 month period immediately before the period of adoption or permanent care leave commences.
- J13.24 To avoid doubt, an employee's status and all other entitlements remain unaltered by the operation of subclause J13.23.
- J13.25 Leave may be granted with full or half pay, or a combination of full and half pay, with credits to be deducted on the same basis. The maximum paid period is up to 36 weeks at half pay.

Effect on Other Entitlements

- J13.26 Paid adoption or permanent care leave will count as service for all purposes.
- J13.27 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.

Interaction with Other Leave Types

- J13.28 Adoption or permanent care leave does not extend the maximum period of unpaid parental leave available to an employee.

J14 - Foster and Short Term Care Leave

- J14.1 Foster and Short Term Care leave is available to employees to enable them to be absent from duty to:
 - J14.1.1 Care for a child in an emergency or other short term out of home care placement, including kinship arrangements and respite care, that has not been determined to be permanent; and
 - J14.1.2 Support the protection of the family and children under the Human Rights Act 2004 and the Children and Young People Act 2008.

Eligibility

- J14.2 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.
- J14.3 An employee who has completed at least 12 months continuous service, including recognised prior service, is eligible for Foster and Short Term Care leave.

Entitlement

- J14.4 An eligible employee will be entitled to a period of paid leave proportionate to the duration of the caring arrangement per application, up to a maximum of ten working days/shifts per calendar year.
- J14.5 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.
- J14.6 An eligible employee will be entitled to paid leave as per subclause J14.4 to undertake accreditation towards an enduring parental authority to care for the child to whom the current short term caring arrangement applies.
- J14.7 The entitlement under subclause J14.4 does not increase when the short term caring arrangement involves more than one child at the time of application.
- J14.8 Foster and Short Term Care leave is non-cumulative.
- J14.9 Where an employee exhausts their paid leave entitlement under this clause the employee may seek approval for further unpaid leave.

Evidence and Conditions

- J14.10 An employee should discuss with their manager/supervisor, as soon practicable, their intention to be absent on Foster and Short Term Care leave.
- J14.11 An employee must make an application, as soon as practicable, to the head of service to access their Foster and Short Term Care leave.

J14.12 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:

J14.12.1 documents relating to current and previous court orders granting responsibility for a foster child; or

J14.12.2 documents from a registered health professional or registered medical practitioner.

Rate of Payment

J14.13 Foster and Short Term Care leave will be granted with pay or without pay.

J14.14 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.

J14.15 The approved leave period may be taken at full pay in a single block or as single or part days.

Effect on Other Entitlements

J14.16 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.

J14.17 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.

Interaction with Other Leave Types

J14.18 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.

J15 - Concurrency Care Entitlement to Adoption of Permanent Care Leave

J15.1 For the purpose of subclause J15.2, a Community Organisation is an organisation involved with out of home care and adoption of children and young people, e.g:

J15.1.1 a member of the ACT Together consortium;

J15.1.2 Marymead; or

J15.1.3 similar organisations based outside the ACT.

J15.2 For the purposes of subclause J15.3, a Concurrency Care Foster Care Program involves a Community Organisation placing a child with foster carers while restoration to the birth family is explored. If restoration is not achieved, the foster carers have an opportunity to care for the child permanently. The Primary Care Giver in such an arrangement is required by the Community Organisation to take a minimum of 12 month leave to stabilise the placement of the child.

J15.3 Notwithstanding clause J14 -, an employee who provides foster care under a Concurrency Care Foster Care Program, in accordance with arrangements approved by the Community Services Directorate, will be entitled to apply for Adoption or Permanent Care Leave under clause J13 -, as if they had a permanent caring responsibility. Such employees will not be entitled to leave under clause J14 -.

J16 - Leave for Family Violence Purposes

Purpose

- J16.1 Leave for family violence purposes is available to employees who are experiencing family 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, family violence.

Eligibility

- J16.2 Leave for family violence purposes is available to all employees with the exception of casual employees.
- J16.3 Casual employees are entitled to access leave without pay for family violence purposes.

Entitlement

- J16.4 An employee experiencing family 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 family violence purposes is non-cumulative.
- J16.5 Leave for family 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 subclause J1.33 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 family violence purposes.
- J16.6 Leave for family violence purposes is to be used, including, but not limited to:
- J16.6.1 attend appropriate medical appointments for referral to other appropriate counselling or support services;
 - J16.6.2 obtain legal advice;
 - J16.6.3 attend counselling appointments;
 - J16.6.4 seek assistance from other relevant support services;
 - J16.6.5 attend court proceedings;
 - J16.6.6 attend prosecution appointments;
 - J16.6.7 attend police appointments;
 - J16.6.8 attend to Protection Order matters and Domestic Violence Order matters however termed;
 - J16.6.9 attend to issues arising through urgent property damage that is a consequence of family violence;
 - J16.6.10 seek veterinary assistance for pets injured through family violence;
or to access:
 - J16.6.11 alternative accommodation;
 - J16.6.12 alternative childcare or schooling for children;
the need for which is as a consequence of family violence occurring.
- J16.7 Leave for family violence purposes may be taken as consecutive or single days, or as part days.
- J16.8 For confidentiality and privacy reasons leave for family 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

- J16.9 Employees wishing to access leave for family violence purposes should discuss making an application with their manager/supervisor or an appropriate HR Manager as soon as reasonably practical.
- J16.10 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.
- J16.11 Evidence of the occurrence of family violence will be required to access leave for family violence purposes.
- J16.12 Evidence may include:
- J16.12.1 a document issued by the Police;
 - J16.12.2 a written referral, issued by a registered medical practitioner or registered nurse, to a counsellor trained in providing support in family violence situations;
 - J16.12.3 a document issued by a Court, or a counsellor trained in providing support to people experiencing the effects of family violence;
 - J16.12.4 written confirmation from an Employee Assistance Program provider or from a family violence support service that the employee is experiencing family violence issues;
- J16.13 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

- J16.14 Leave for family violence purposes is granted with pay. Casual employees are entitled to access leave without pay for family violence purposes.
- J16.15 Leave for family violence purposes will not be granted at half pay, unless there are extenuating circumstances.

Effect on Other Entitlements

- J16.16 Leave with pay for family violence purposes will count as service for all purposes. Leave without pay for family violence purposes will not count as service for any purpose, but will not break an employee's continuity of service.

Interaction with Other Leave Types

- J16.17 Where leave for family 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.
- J16.18 Employees should utilise personal leave for an illness or injury, or to seek treatment for an illness or injury, caused by family violence.
- J16.19 Leave entitlements under subclause J1.33 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.

J17 - Purchased Leave

Purpose

- J17.1 Purchased leave is available to employees to enable them to be absent from duty to support their work/life balance.

Eligibility

Evidence and Conditions

J17.2 Employees, other than casual employees, are eligible to apply to purchase leave.

Entitlement

- J17.3 Employees may purchase leave in addition to the employee's usual annual leave entitlement, up to a maximum of 12 weeks in any 12 month period, subject to head of service approval.
- J17.4 An employee may apply, at any time, to the head of service for approval to participate in the purchased leave scheme.
- J17.5 The application must specify the amount of leave to be purchased in whole weeks up to a maximum of 12 weeks in any 12 month period, and the period over which the additional leave is to be acquitted.
- J17.6 Approval by the head of service for an employee to purchase and use purchased leave, is subject to both the operational requirements of the workplace and the personal responsibilities of the employee.
- J17.7 Approval to purchase additional leave will not be given where an employee has an annual leave balance of two and a half years worth of annual leave credit or more, except where the employee intends to use all excess annual leave credit before taking purchased leave.
- J17.8 Once an employee commences participation in the scheme, the employee may only opt out of the scheme before the expiration of the agreed acquittal period, where:
 - J17.8.1 the employee can demonstrate, in writing, that exceptional circumstances exist, such as unforeseen financial hardship, and the head of service agrees; or
 - J17.8.2 the employee's employment with the ACTPS ceases before the expiration of the agreed acquittal period; or
 - J17.8.3 the employee proceeds on paid birth or primary care giver leave.
- J17.9 If an employee transfers from one ACTPS Directorate to another ACTPS Directorate during the agreed acquittal period, the employee's continuation in the purchased leave scheme will be subject to the separate approval of the gaining Directorate. Where such approval is not given, any money owing to the employee in respect of purchased leave not taken will be refunded to the employee as soon as practicable. Any shortfall in payments will be deducted from monies owing to the employee.

Evidence and Conditions

- J17.10 An employee should discuss with their manager/supervisor, as soon practicable, their intention to be absent on purchased leave.
- J17.11 An employee must make an application to the head of service to access their purchased leave entitlement.
- J17.12 Having considered the requirements of this clause the head of service may approve an employee's application to access purchased leave. A decision not to approve the leave must be made in accordance with clause J22 -.
- J17.13 Approval by the head of service to grant purchased leave will be subject to the operational requirements of the workplace, the personal responsibilities of the employee and appropriate periods of notice.
- J17.14 A minimum of one week of purchased leave, or the pro-rata equivalent for part-time employees, must be taken at any one time unless the remaining balance is less than one week or the head of service is satisfied, on evidence presented, there are exceptional circumstances which warrant purchased leave being taken in shorter periods.

Interaction with Other Leave Types

J17.15 Purchased leave must be used within the agreed acquittal period, not exceeding twelve months from the date of commencement in the scheme. Purchased leave not taken within the agreed acquittal period will be forfeited and the value of the leave refunded to the employee at the end of the acquittal period.

Rate of Payment

- J17.16 While an employee is on a period of purchased leave the employee will be paid at the rate of pay used to calculate the employee's deduction.
- J17.17 Purchased leave will be paid for by a fortnightly deduction from the employee's pay over an agreed acquittal period not exceeding twelve months from the date the employee commences participation in the scheme.
- J17.18 Fortnightly deductions, from the employee's pay, will commence as soon as practicable following approval of the employee's application to participate in the purchased leave scheme. The deductions will be calculated on the employee's pay at the date of commencement of participation in the scheme, the amount of leave to be purchased and the agreed acquittal period.
- J17.19 Despite subclause J17.18, if the employee's pay changes during the acquittal period the employee may apply to the head of service for the deduction to be recalculated.
- J17.20 Fortnightly tax deductions will be calculated on the employee's gross pay after the deduction has been made for purchased leave.
- J17.21 Subject to subclause J17.22, allowances in the nature of pay may be included in the calculation of purchased leave payments where:
- J17.21.1 the head of service and the employee agree any or all of these allowances are appropriate; and
 - J17.21.2 there is the likelihood the allowance will continue to be received over the duration of the acquittal period.
- J17.22 Disability allowances, which are paid according to the hours worked, cannot be included for the purposes of calculating purchased leave payments.

Effect on Other Entitlements

- J17.23 Leave taken as purchased leave will count as service for all purposes.
- J17.24 Public Holidays for which the employee is entitled to payment that fall during periods of absence on purchased leave will be paid as a normal public holiday and will not be deducted from the employee's purchased leave balance.
- J17.25 Purchased leave will not affect the payment and timing of pay increments or the accrual of other forms of leave.
- J17.26 The purchase of additional leave under this clause will not affect the superannuation obligations of the ACTPS and/or the employee involved.

Interaction with Other Leave Types

- J17.27 Where an employee provides a certificate from a registered medical practitioner or registered health professional operating within their scope of practice for a personal illness or injury or for the purpose of providing care or support for a member of the employee's family who is ill or injured or who is experiencing an unexpectd emergency during a period of absence on purchased leave, the employee will have the purchased leave re-credited for that period covered by the certificate, and substituted by personal leave.
- J17.28 An employee participating in the scheme who proceeds on paid birth or primary care giver's leave will elect to, either:

- J17.28.1 exit the purchased leave scheme and have any money owing refunded; or
- J17.28.2 subject to subclause J17.29, remain in the scheme and have pay deductions continue during the period of paid birth or primary care giver's leave.
- J17.29 Purchased leave taken during an employee's absence on birth or primary care giver's leave will not extend the employee's total period of birth leave or primary care giver's leave.
- J17.30 An employee participating in the scheme who is in receipt of paid workers' compensation will have pay deductions for purchased leave continue. Normal conditions for purchased leave will apply for employees on graduated return to work programs; however entry into the scheme should be discussed with the rehabilitation case manager.

J18 - Community Service Leave

- J18.1 Community service leave is available to employees to allow them to be absent from the workplace to engage in the following three distinct types of community service activities:
 - J18.1.1 jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
 - J18.1.2 a voluntary emergency management activity; or
 - J18.1.3 other recognised voluntary community service activity.

Jury Service

Eligibility

- J18.2 Community service leave for jury service is available to all employees.

Evidence and Conditions

- J18.3 Although the granting of community service leave for jury service is deemed to be approved, an employee must:
 - J18.3.1 submit a leave application for the period of the absence; and
 - J18.3.2 provide sufficient documentary evidence of the reason for the absence.
- J18.4 The employee should discuss with their manager/supervisor their intention to be absent on community service leave for jury service.

Rate of Payment

- J18.5 Community service leave for jury service will be granted with pay to employees other than casual employees.
- J18.6 If the employee is paid jury fees, this amount must be deducted from the employee's pay less reasonable out-of-pocket expenses.

Effect on Other Entitlements

- J18.7 Community service leave for jury service will count as service for all purposes.
- J18.8 Public holidays for which the employee is entitled to payment that fall during periods of absence on paid community service leave for jury service will be paid as a normal public holiday and will not be considered to be community service leave for jury service.

Voluntary Emergency Management

Eligibility

- J18.9 An employee who is a member of a relevant emergency service, including a:

- J18.9.1 State or Territory Emergency Service;
 - J18.9.2 fire-fighting service;
 - J18.9.3 search and rescue unit; or
 - J18.9.4 other volunteer service performing similar functions,
- is eligible for community service leave for voluntary emergency management.

J18.10 A casual employee who is a member of a relevant emergency service is eligible to unpaid community service leave for voluntary emergency management service.

Entitlement

- J18.11 Eligible employees are entitled to be absent on unpaid leave to engage in a voluntary emergency management activities, subject to operational requirements in the workplace.
- J18.12 Eligible employees, other than casual employees, are eligible for up to four days paid community service leave for voluntary emergency management per emergency.
- J18.13 Community service leave for voluntary emergency management is non-cumulative.

Evidence and Conditions

- J18.14 An employee should discuss their intention to be absent on paid or unpaid community service leave for voluntary emergency management with their manager/supervisor as soon as practicable, which may be at a time after the absence has started. The employee must advise the manager/supervisor of the period, or expected period, of the absence.
- J18.15 An employee must make an application to the head of service to access their community service leave entitlement for voluntary emergency management.
- J18.16 The employee must, if requested by the head of service, provide sufficient documentary evidence of the reason for the absence.
- J18.17 The head of service may grant paid community service leave for voluntary emergency management to enable the employee to fulfil an obligation in the event of a civil emergency.
- J18.18 Having considered the requirements of this clause the head of service may approve an employee's application to access paid community service leave for voluntary emergency management. A decision not to approve the leave will be taken in accordance with clause J22 -.

Rate of Payment

- J18.19 Where paid leave is granted for community service leave for voluntary emergency management, it is paid at the employee's ordinary hourly rate of pay.

Effect on Other Entitlements

- J18.20 A period of approved community service leave for voluntary emergency management will count as service for all purposes.
- J18.21 Public holidays for which the employee is entitled to payment that fall during periods of absence on paid community service leave for voluntary emergency management will be paid as a normal public holiday and will not be considered to be community service leave for voluntary emergency management.

Additional Leave

- J18.22 Additional paid leave may be approved by the head of service for any voluntary emergency management duties required to be performed by an employee who is a member of a State or Territory Emergency Service.

Voluntary Community Service

Eligibility

J18.23 Community service leave for voluntary community service is available to all employees.

Entitlement

J18.24 Employees, other than casual employees, are entitled to up to three days of paid leave for community service leave to engage in a recognised voluntary community service activity within a twelve month period.

J18.25 Community service leave for voluntary community service is non-cumulative.

J18.26 An employee may be granted unpaid community service leave to engage in a recognised voluntary community service activity, subject to operational requirements in the workplace.

Evidence and Conditions

J18.27 An employee should discuss their intention to be absent on community service leave for voluntary community service, as soon as practicable, with their manager/supervisor.

J18.28 An employee must make an application to the head of service to access their community service leave for voluntary community service entitlement.

J18.29 The head of service may request sufficient documentary evidence of the reason for the absence.

J18.30 In considering an application from an employee for paid leave to engage in a voluntary community service activity, the head of service must consider whether:

J18.30.1 the activity is a recognised voluntary activity and benefits the local community; and/or

J18.30.2 the community organisation or project is an acceptable organisation or project as defined in Whole-of-Government policy or the employee's Directorate guidelines; and

J18.30.3 there is a risk the activity would place the employee in a real or perceived conflict of interest.

J18.31 Leave for a voluntary community service activity must not be approved for activities which:

J18.31.1 involve any payment in cash or kind for the duties performed by the employee; or

J18.31.2 replace work ordinarily undertaken by a paid worker; or

J18.31.3 are undertaken solely for direct personal benefit of the employee; or

J18.31.4 place the employee in a conflict of interest situation; or

J18.31.5 are primarily focussed on promoting particular religious or political views; or

J18.31.6 involves work which does not have a local community focus.

J18.32 Having considered the requirements of this clause the head of service may approve an employee's application to access paid or unpaid community service leave for voluntary community service.

J18.33 A decision not to approve the leave must be made in accordance with clause J22 -.

Rate of Payment

J18.34 Community service leave for voluntary community service is granted with pay for the first three days leave in a twelve month period to all employees except casual employees.

Effect on Other Entitlements

J18.35 Community service leave for voluntary community service will count as service for all purposes up to a maximum of twenty three days in any twelve month period.

J18.36 Where the head of service has approved a request for unpaid community service leave for voluntary community service exceeding twenty days in a twelve month period, this leave in excess of twenty days will not count as service.

- J18.37 Public holidays for which the employee is entitled to payment that fall during periods of absence on paid community service leave for voluntary community service will be paid as a normal public holiday and will not be considered to be community service leave for voluntary community service.

Interaction with Other Leave Entitlements

- J18.38 Leave granted under this provision may be taken in combination with approved annual or long service leave.

J19 - Other Leave

- J19.1 Other leave may be approved by the head of service, with or without pay, depending on the purpose of the leave in accordance with Annex D.

- J19.2 Other leave may be granted in the interests of:

- J19.2.1 the ACTPS, a State, a Territory or the Commonwealth; or
- J19.2.2 the community in general; or
- J19.2.3 the employee.

Note: Separate provisions apply for community service leave which includes jury service, voluntary emergency management and voluntary community service.

Eligibility

- J19.3 An employee who meets the eligibility requirements specified in Annex D is eligible to apply for that form of other leave.

Entitlement

- J19.4 An employee may be granted other leave to the maximum period set out in Annex D.

Evidence and Conditions

- J19.5 An employee should discuss with their manager/supervisor, as soon as practicable, their intention to be absent on a form of other leave, including the reasons for the absence and the period, or expected period, of the absence.
- J19.6 An employee must make an application to the head of service to access a form of other leave.
- J19.7 Having considered the requirements of this clause the head of service may approve an employee's application to access a form of other leave.
- J19.8 The employee must, if requested by the head of service, provide sufficient documentary evidence supporting the reason for the absence.
- J19.9 When considering requests for other leave, the head of service will take into account:
- J19.9.1 employee's circumstances;
 - J19.9.2 community norms and obligations;
 - J19.9.3 the operational requirements of the workplace;
 - J19.9.4 other available leave options;
 - J19.9.5 any conditions on the entitlement as defined in Annex D.

Rate of Payment

- J19.10 Other leave may be granted with or without pay in accordance with Annex D.

Effect on Other Entitlements

- J19.11 A period of other leave will, or will not, count as service in accordance with Annex D.

- J19.12 Public holidays for which the employee is entitled to payment that fall during periods of absence on other paid leave will be paid as a normal public holiday and will not reduce an entitlement of the employee to other leave under Annex D.

Interaction with Other Leave Types

- J19.13 Leave will not be granted under this provision if another form of leave is more appropriate.

Unattachment

- J19.14 Where the leave is without pay for a period of more than twelve months the head of service may, with the employee's written consent, declare the employee unattached.

J20 - Public Holidays

- J20.1 The following days will be observed as public holidays under this Agreement:
- J20.1.1 1 January (New Year's Day), and, if that day falls on a Saturday or Sunday, the following Monday;
 - J20.1.2 26 January (Australia Day), or, if that day falls on a Saturday or Sunday, the following Monday;
 - J20.1.3 the 2nd Monday in March (Canberra Day);
 - J20.1.4 Good Friday;
 - J20.1.5 the Saturday following Good Friday;
 - J20.1.6 Easter Sunday;
 - J20.1.7 the Monday following Good Friday;
 - J20.1.8 25 April (Anzac Day), or, if that day falls on a Saturday or Sunday, the following Monday;
 - J20.1.9 27 May (Reconciliation Day), or, if that day is not a Monday, the following Monday;
 - J20.1.10 the 2nd Monday in June (the day for the observance of the anniversary of the birthday of the Sovereign);
 - J20.1.11 the 1st Monday in October (Labour Day);
 - J20.1.12 25 December (Christmas Day), and
 - J20.1.12 (a) if that day falls on a Saturday, the following Monday; or
 - J20.1.12 (b) if that day falls on a Sunday, the following Tuesday;
 - J20.1.13 26 December (Boxing Day), and
 - J20.1.13 (a) if that day falls on a Saturday—the following Monday; or
 - J20.1.13 (b) if that day falls on a Sunday—the following Tuesday;
- J20.2 Day work employees are entitled to be absent from duty on a day, or part of a day, that is a public holiday under subclause J20.1, in accordance with the FW Act.
- J20.2.1 In addition to the public holidays provided for under subclause J20.1, day work employees are entitled to be absent from duty on :
 - J20.2.1 (a) any other day, or a part of any other day, that the Minister declares to be a public holiday in the ACT under the *Holidays Act 1958* (the Holidays Act); and,

J20.2.1 (b) any other day, or a part of any other day, that the Head of Service declares to be a holiday under the PSM Act.

J20.3 For employees on the 10/14 Roster, their wage and leave conditions takes into consideration the public holidays set out in J20.1 above with the exception of:

J20.3.1 Canberra Day, J20.3.2 Easter Sunday,

J20.3.2 Reconciliation Day; and

J20.3.3 any public holidays additional to New Year's Day, Christmas Day and Boxing Day arising when these public holidays fall on a Saturday or a Sunday in accordance with subclauses J20.1.1, J20.1.12 and J20.1.13 above .

For these public holidays and any other additional public holidays declared pursuant to J20.2.1 (a) and J20.2.1 (b) above, all shift work employees will be credited with an additional 10 hours recreation leave if rostered on leave or on the day shift, or 14 hours leave if rostered on the night shift (referred to in subclause D2.1) commencing on the day of the public holiday.

J20.4 Christmas Close Down provisions in the PSMA Standards will not apply.

J21 - Daylight Saving Arrangements

J21.1 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.

J22 - Non-Approval of Leave

J22.1 Where a request is not approved the head of service will, if so requested in writing by the employee, provide the reasons for that decision to the employee in writing. Where a request is not approved the head of service will consult with the employee to determine mutually convenient alternative arrangements.

Section K Learning and Development

K1 - Commitment to a Performance Culture

- K1.1 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.

K2 - Purpose and Principle Objectives

- K2.1 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.

K3 - Performance Management Schemes

- K3.1 The head of service and UFU agree to implement a performance management scheme.
- K3.2 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.
- K3.3 The head of service and UFU will jointly review any proposed Directorate performance management scheme and its application within ACTF&R. Where necessary, the scheme may be modified to reflect any specialist requirements of ACTF&R.
- K3.4 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.
- K3.5 Processes will be implemented to ensure all employees have regular opportunities to discuss their career aspirations, plans and training needs with their supervisor.
- K3.6 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 ACTF&R and the head of service.
- K3.7 The head of service and the UFU will consult on any proposed changes to performance management schemes in ACTF&R.

K4 - Reward and Recognition

- K4.1 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.
- K4.2 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.

K5 - Learning and Development Arrangements

- K5.1 The head of service and UFU are committed to quality learning and development for employees as provided for in the ACTF&R.
- K5.2 To implement effective learning and development arrangements, the following will apply:
 - K5.2.1 Employees will be consulted through the LCC on the development of the ACTF&R learning and development plans;
 - K5.2.2 The head of service and the UFU will agree annually on the key learning and development priorities and an equitable use of resources to address these priorities; and
 - K5.2.3 The head of service and the UFU will agree on learning and development strategies appropriate for the different categories of employees within ACTF&R.
- K5.3 For the purposes of this clause, resources include but are not limited to:
 - K5.3.1 Employees;
 - K5.3.2 Time;
 - K5.3.3 Funding (where required); and
 - K5.3.4 Equipment.

Section L Workplace Values and Behaviours

L1 - Introduction

- L1.1 All employees have a common interest in ensuring that workplace behaviours are consistent with, and apply the values and general principles set out in Division 2.1 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 all employees act responsibly and are accountable for their actions and decisions. Bullying, harassment and discrimination of any kind will not be tolerated in ACTPS workplaces. It is recognised that bullying, harassment and discrimination in the workplace has both emotional and financial costs and that both systemic and individual instances of bullying and harassment are not acceptable.
- L1.2 The following provisions of Section L contain procedures for managing workplace behaviours that do not meet expected standards, including the management of cases of unsatisfactory work performance and misconduct.
- L1.3 These procedures for managing workplace behaviours and values promote the values and general principles of the ACTPS as set out in Division 2.1 of the PSM Act 1994 and account for the principles of natural justice and procedural fairness.
- L1.4 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.
- L1.5 Noting that the provisions of this Section L are in identical terms to Section H (however described) of other ACTPS enterprise agreements: If an employee moves from one Directorate and/or Agreement to another either on a permanent or temporary basis while a misconduct process is on foot, and irrespective of whether this Agreement or another ACTPS enterprise agreement applied to the employee at the time the misconduct process commenced, the misconduct process will continue and the employee is required to continue to participate in the process.
- L1.5.1 Any disciplinary action and sanction which is determined to be applied under clause L11 -will be applied to the employee in their new position, where the head of service determines it is appropriate and necessary and having due regard to the nature of the misconduct and the changes in employment circumstances including any material bearing on the employee's duties and responsibilities in their new position.
- L1.6 If an employee resigns from the ACTPS while a misconduct process is on foot, the Public Sector Standards Commissioner may:
- L1.6.1 determine to complete the misconduct process under Section L of this Agreement, including inviting the employee to participate in the process, such that the outcome of the process can be taken into account with any application by the employee to subsequently re-enter the ACTPS; or
- L1.6.2 determine to stay the process upon the employee's resignation and communicate to the employee that the misconduct process may recommence if the employee subsequently re-enters, or seeks to re-enter, the service. Any disciplinary action and sanction which is determined as a consequence of a resumed misconduct process may be imposed on the employee in their new position in accordance with L1.5.1 or taken into account with any application by the employee to subsequently re-enter the ACTPS.

L2 - Preliminary Assessment

- L2.1 In cases where an allegation of inappropriate behaviour or alleged misconduct is made or an incident occurs which may be deemed to be inappropriate behaviour or alleged misconduct, the appropriate manager/supervisor will undertake an assessment to determine whether the matter can be resolved or whether further action is required or not.
- L2.2 The manager/supervisor may inform and/or seek advice from an appropriate Human Resources adviser, however the manager/supervisor will be responsible for undertaking the assessment unless an actual or perceived conflict of interest exists.
- L2.3 The assessment will be done in an expedient manner and generally be limited to having communication (either oral or written) about the allegation or incident, with relevant employees, and, if requested, their representatives.
- L2.4 Although the principles of procedural fairness apply, this assessment is not a formal investigation (as this may occur after the assessment is undertaken) and is designed to enable a manager/supervisor to quickly determine whether formal investigation or other action is needed or not to resolve the issues. The manager/supervisor will communicate the outcomes to relevant employees and their representatives if any.
- L2.5 If the manager/supervisor determines that the allegations require investigation the manager/supervisor will recommend to the head of service that the matter be investigated.
- L2.6 The head of service may determine that no investigation is necessary where the employee admits to the alleged misconduct and the employee agrees that there is no need for an investigation. The employee must fully understand the misconduct they are admitting to and make an admission statement.
- L2.7 Where an employee makes an admission in accordance with subclause L2.6 the head of service may determine the appropriate disciplinary action/sanction in accordance with clause L11 -. 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 L11 - to be made.

L3 - Counselling

- L3.1 Counselling may happen outside of the misconduct and underperformance processes. This is an opportunity for the employee and the manager to discuss possible causes and remedies for identified workplace problems. All parties have an obligation to participate in counselling in good faith.
- L3.2 In cases where counselling is considered to be appropriate, the employee will be informed what the discussion will be about and 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.
- L3.3 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, the time frames within which these changes or improvements must occur and may include a written direction about future expectations, standards and behaviours.
- L3.4 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.

- L3.5 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 in relation to continued and/or subsequent behaviour, following a preliminary assessment being undertaken in accordance with clause L2 -.

L4 - Underperformance

- L4.1 Under this clause, procedures are established for managing underperformance by an employee.
- L4.2 This clause applies to all employees. In applying these procedures to officers on probation the head of service may determine that procedures and practices throughout this clause L4 - may be applied on a proportionate basis according to the circumstances of the case, and in accordance with the principles of procedural fairness and natural justice.
- L4.2.1 If the process is to be applied on a proportionate basis in accordance with this subclause the content of that process, along with any estimated timeframes, will be communicated to the employee when the process commences.
- L4.3 The objectives of these procedures are to:
- L4.3.1 provide advice and support to an employee whose performance is below the standard required; and
- L4.3.2 to provide a fair, prompt and transparent framework for action to be taken where an employee continues to perform below expected standard.

Underperformance Discussions

- L4.4 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 or are identified. The manager/supervisor should offer advice and support to the employee to overcome these concerns. The manager/supervisor should inform the employee that the underperformance procedures in subclauses L4.7 to L4.20 might be invoked if the underperformance continues.
- L4.5 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. This includes making a record of all relevant discussions under this clause, to be signed by both the manager/supervisor and the employee. The employee must be given the opportunity to comment on any records before signing them. In circumstances where the employee refuses to sign such a record, the refusal will be noted on the relevant record.
- L4.6 All parties have an obligation to participate in underperformance processes in good faith.

Underperformance Process

Step one: Action Plan

- L4.7 Where a manager/supervisor assesses that an employee's work performance is demonstrated as being below expected standards after having previously discussed concerns with the employee in line with subclause L4.4, 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.
- L4.8 After taking into account the comments from the employee, the manager/supervisor must prepare an action plan in consultation with the employee.

- L4.9 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.
- L4.10 The action plan will:
- L4.10.1 identify the expected standards of work required of the employee on an on- going basis;
 - L4.10.2 identify and/or develop any learning and development strategies that the employee should undertake;
 - L4.10.3 outline the potential underperformance actions that may be taken if the employee does not meet the expected standards;
 - L4.10.4 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 expected standard; and
 - L4.10.5 specify the assessment criteria to be measured within the action plan period.
- L4.11 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

- L4.12 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.
- L4.13 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

- L4.14 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.
- L4.15 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

- L4.16 The head of service will advise the employee in writing:
- L4.16.1 of the assessment and reasons for the manager's/supervisor's assessment;
 - L4.16.2 of the underperformance action(s) (subclause L4.17) proposed to be taken and the reasons for proposing this action;
 - L4.16.3 of the employee's right to respond in writing to the proposed action within a period of not more than seven calendar days.
- L4.17 At any time after seven calendar days from the date the head of service advised the employee under subclause L4.16, and after considering any response from the employee, the head of service may decide to take one or more of the following underperformance actions:
- L4.17.1 transfer the employee to other duties (at or below current pay);

What is Misconduct L4.17.2 defer the employee's progression or promotion for a specified period of time;

L4.17.3 temporarily or permanently reduce the employee's classification and pay;

L4.17.4 remove any benefit derived through an existing Attraction and Retention Incentive;

L4.17.5 terminate the employee's employment.

L4.18 If the employee's classification is permanently reduced in accordance with subclause L4.17.3 the date the sanction takes effect will become the new anniversary date for the purpose of future advancement.

L4.19 The head of service will inform the employee in writing of the decision made under subclause L4.17, the reasons for the decision and the appeal mechanisms available under this Agreement.

L4.20 At any time in these procedures, the employee may elect to be retired on the grounds of inefficiency.

L5 - Appeal Rights

L5.1 The employee has the right under Section N to appeal any underperformance action taken under subclause L4.17, except action to terminate the employee's employment.

L5.2 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.

L6 - Misconduct & Discipline

Objectives and Application

L6.1 This clause establishes procedures for managing misconduct or alleged misconduct by an employee.

L6.2 This clause applies to all employees. In applying these procedures to officers on probation the head of service may determine that procedures and practices throughout clauses L10 - to L11 - apply on a proportionate basis according to the circumstances of the case and in accordance with the principles of procedural fairness and natural justice.

L6.2.1 If the process is to be applied on a proportionate basis in accordance with this subclause the content of that process, along with any estimated timeframes, will be communicated to the employee when the process commences.

L6.3 The objective of these procedures is to encourage the practical and expeditious resolution of misconduct issues in the workplace.

L6.4 All parties have an obligation to participate in misconduct processes in good faith.

What is Misconduct

L6.5 For the purposes of this Section, misconduct includes any of the following:

L6.5.1 the employee fails to meet the obligations set out in Section 9 of the PSM Act 1994;

L6.5.2 the employee engages in conduct that the head of service or the Public Sector Standards Commissioner is satisfied may bring, or has brought, the Directorate or the ACTPS into disrepute;

L6.5.3 a period of unauthorised absence and the employee does not offer a satisfactory reason on return to work;

L6.5.4 the employee is found guilty of, or 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 the Directorate;
- L6.5.5 the employee fails to notify the head of service of criminal charges in accordance with clause L12 -; or
- L6.5.6 the employee makes a vexatious or knowingly false allegation against another employee.

What is Serious Misconduct

- L6.6 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 is defined within the Fair Work Regulations.

L7 - Dealing with Allegations of Misconduct

- L7.1 Upon becoming aware of a matter of alleged misconduct the head of service will determine whether or not the matter needs to be investigated. Where the head of service determines that investigation is required the head of service will refer the matter to the Public Sector Standards Commissioner for investigation.
- L7.2 At any stage of dealing with alleged misconduct the head of service may, in accordance with clause L8 -:
 - L7.2.1 transfer the employee to other duties; or
 - L7.2.2 re-allocate duties away from the employee; or
 - L7.2.3 suspend the employee with pay; or
 - L7.2.4 suspend the employee without pay where serious misconduct is alleged.
- L7.3 Upon receiving a referral in accordance with subclause L7.1 the Public Sector Standards Commissioner will either make arrangements for an appropriately trained or experienced person (the investigating officer) to investigate the alleged misconduct in accordance with clause L9 - or may decide that an investigation will not resolve the matter and refer it back to the head of service for resolution or further consideration.
- L7.4 The head of service may determine that no investigation is necessary where the employee admits to the alleged misconduct and the employee agrees that there is no need for an investigation. The employee must fully understand the misconduct they are admitting to and make an admission statement.
- L7.5 Where an employee makes an admission in accordance with subclause L7.4 the head of service may determine the appropriate disciplinary action/sanction in accordance with clause L11 -. 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 L11 - to be made.
- L7.6 The Public Sector Standards Commissioner may at any time decide to instigate an investigation of alleged misconduct, in the absence of a referral under subclause L7.1, if satisfied that the matter warrants investigation.
- L7.7 Notwithstanding the provisions of this Section, the head of service may summarily terminate the employment of an employee without notice for serious misconduct as defined within the Fair Work Regulations.

L8 - Suspension, Reassignment or Transfer

- L8.1 This clause applies to all employees including employees on probation.
- L8.2 In accordance with subclause L7.2 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 being dealt with.
- L8.3 The requirements under subclauses L8.4, L8.5 and L8.10 will also apply in circumstances where an employee has been reassigned or transferred with pay to other duties following an allegation of misconduct, to the extent that the employee is no better off financially than if they had not been reassigned or transferred.
- L8.4 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.
- L8.5 Whilst suspended with pay an employee will be paid:
- L8.5.1 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
 - L8.5.2 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
 - L8.5.3 any other allowance or payment (including under an 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.
- L8.6 Where a decision is made to suspend an employee with pay no appeal or review of that decision is available.
- L8.7 Unless the employee is on authorised leave an employee who is suspended must be available to attend work and participate in the disciplinary process within 48 hours of receiving notice.
- L8.8 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.
- L8.9 A period of suspension without pay will not be for more than thirty calendar days, unless exceptional circumstances apply.
- L8.10 If the period of suspension without pay extends beyond thirty calendar days as per subclause L8.9, the suspension should be reviewed every thirty calendar days unless the head of service considers that, in the circumstances, a longer period is appropriate.
- L8.11 Whilst suspended without pay:
- L8.11.1 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. Any such permission given to the employee is granted on the condition that the employee remains available to attend work and participate in the disciplinary process as per subclause L8.7;

- L8.11.2 in cases of demonstrated hardship, the head of service may determine that the employee may cash out accrued long service leave and/or annual leave;
 - L8.11.3 the employee may apply to the head of service for the suspension to be with pay on the grounds of demonstrated hardship.
- L8.12 An employee suspended without pay and who is later acquitted of the criminal offence (which is the subject of the allegation(s) of misconduct which caused the employee to be suspended), or is found not to have been guilty of the misconduct:
 - L8.12.1 is entitled to be repaid the amount by which the employee's pay was reduced; and
 - L8.12.2 is entitled to be credited with any period of long service or annual leave that was cashed out in accordance with subclause L8.11.2.
- L8.13 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 whose employment is terminated 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.

L9 - Investigations

- L9.1 The role of the investigating officer is to establish the facts of the allegations and to provide a report of those facts to the Public Sector Standards Commissioner.
- L9.2 The investigating officer will:
 - L9.2.1 inform the employee in writing of the particulars of the alleged misconduct, and details concerning the investigative process; and
 - L9.2.2 give the employee a reasonable opportunity to respond to allegations, which the employee may do in writing and/or at a scheduled interview or in a different manner as agreed with the investigating officer, before making a finding of fact; and
 - L9.2.3 for written responses the timeframe for response will be as communicated by the investigator and be reasonable under the circumstances; and
 - L9.2.4 where the response includes an interview provide the employee with at least 24 hours written notice prior to conducting an interview, and advise the employee if the interview is to be recorded electronically; and
 - L9.2.5 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
 - L9.2.6 provide a record of the interview to the employee; and
 - L9.2.7 give the employee an opportunity to supplement the record of an interview with a written submission, if the employee so chooses; and
 - L9.2.8 as soon as practicable take any further steps considered necessary to establish the facts of the allegations; and
 - L9.2.9 provide a written report to the Public Sector Standards Commissioner setting out the investigating officer's findings of fact.
- L9.3 If the employee fails to, or chooses not to, respond to the allegations in accordance with subclause L9.2 within a reasonable timeframe, the investigating officer will prepare the report and set out the findings of fact on the information available.
- L9.4 The investigating officer's findings of fact will be made on the balance of probabilities.

- L9.5 The Public Sector Standards Commissioner may request that the head of service authorise access to relevant ACTPS information and communication technology (ICT) records including email, computer, work phone records, or building access logs if the investigating officer requires access in order to establish the facts of the allegations.

L10 - Findings of misconduct

- L10.1 After considering the report from the investigating officer, the Public Sector Standards Commissioner will make a proposed determination on the balance of probabilities as to whether misconduct has occurred.
- L10.2 If the Public Sector Standards Commissioner determines that the misconduct has not occurred, the Public Sector Standards Commissioner will notify the employee of this finding and advise that no sanctions will be imposed.
- L10.3 If the Public Sector Standards Commissioner makes a proposed determination that misconduct has occurred in accordance with subclause L10.1 the Public Sector Standards Commissioner will:
- L10.3.1 advise the employee in writing of the proposed determination that misconduct has been found to have occurred; and
 - L10.3.2 provide written reasons for arriving at this proposed determination; and
 - L10.3.3 provide a copy of the investigation report unless this would be inappropriate in the circumstances; and
 - L10.3.4 advise the employee of the period during which the employee has to respond to the proposed determination that misconduct has occurred. This period must be no less than fourteen calendar days.
- L10.4 After considering the employee's response or, if the employee has not responded, at any time after the period outlined in subclause L10.3.4 has lapsed, the Public Sector Standards Commissioner will make a final determination as to whether or not misconduct has occurred and will:
- L10.4.1 inform the employee in writing of the final determination of whether or not misconduct has occurred; and if the determination is that misconduct has occurred:
 - L10.4.1 (a) refer the matter to the head of service for consideration of whether or not disciplinary action is to be taken in accordance with clause L11 -; and
 - L10.4.1 (b) inform the employee that the matter has been referred to the head of service in accordance with subclause L10.4.1 (a).

L11 - Disciplinary Action and Sanctions

- L11.1 In circumstances where the head of service:
- L11.1.1 receives a determination from the Public Sector Standards Commissioner in accordance with subclause L10.4.1; or
 - L11.1.2 following an admission by the employee in accordance with subclause L2.7 or L7.4
- the head of service will consider whether or not disciplinary action is appropriate, and whether or not one or more of the following sanctions may be taken in relation to the employee:
- L11.1.3 a written reprimand;
 - L11.1.4 a financial penalty which can:
 - L11.1.4 (a) defer the employee's progression or promotion for a specified period of time;

- L11.1.4 (b) impose a fine on the employee;
 - L11.1.4 (c) require the employee to fully or partially reimburse the employer for damage that the employee has wilfully incurred to property or equipment.
- L11.1.5 transfer the employee temporarily or permanently to another position at level or to a lower classification level;
- L11.1.6 remove any benefit derived through an existing Attraction and Retention Incentive;
- L11.1.7 termination of employment.
- L11.2 Nothing in this Section limits the ability of the head of service to require an employee to participate in formal remedial programs/sessions aimed at assisting the employee with addressing the behaviour that was the subject of the misconduct process.
- L11.3 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:
 - L11.3.1 the nature and seriousness of the misconduct;
 - L11.3.2 the degree of relevance to the employee's duties or to the reputation of the Directorate or the ACTPS;
 - L11.3.3 the circumstances of the misconduct;
 - L11.3.4 any mitigating factors, including any full admission of guilt; and
 - L11.3.5 the previous employment history and the general conduct of the employee.
- L11.4 If the employee has moved to a new position, other than as a result of a decision in accordance with clause L7 -, during the course of the misconduct process, the changes in employment circumstances will be taken into account as appropriate in accordance with subclause L1.5.1.
- L11.5 Unless there are exceptional circumstances, the head of service will within 14 calendar days of receiving the referral from the Public Sector Standards Commissioner under subclause L10.4.1 (a) inform the employee in writing of the proposed disciplinary action to be taken, if any, and provide the employee with seven calendar days to respond.
- L11.6 The timeframes stipulated in L11.5 may be extended if the head of service and the Public Sector Standards Commissioner agree that extenuating circumstances warrant the extension.
- L11.7 After considering the employee's response in accordance with subclause L11.5, or if the employee does not respond, at any time after the seven calendar days as set out in L11.5 have passed, the head of service will make their final decision and inform the employee in writing of:
 - L11.7.1 the final decision; and
 - L11.7.2 the disciplinary action to be taken, if any; and
 - L11.7.3 the date of effect and/or, if relevant, the cessation of any disciplinary action; and
 - L11.7.4 the appeal mechanisms that are available under Section N of this Agreement.

L12 - Criminal Charges

- L12.1 An employee must advise the head of service in writing within 48 hours where practicable, but no longer than seven calendar days, of any criminal charges laid against the employee, in circumstances where the interests of the Directorate or of the ACTPS may be adversely affected, taking into account:
 - L12.1.1 the circumstances and seriousness of the alleged criminal offence; and
 - L12.1.2 the employee's obligations under Section 9 of the PSM Act; and

- L12.1.3 the effective management of the employee's work area; and
- L12.1.4 the integrity and good reputation of the ACTPS and the Directorate; and
- L12.1.5 the relevance of the offence to the employee's duties.
- L12.2 Where criminal charges are laid against an employee and the interests of the Directorate or the ACTPS may be adversely affected, the head of service may suspend the employee in accordance with the suspension arrangements under clause L8 -.
- L12.3 If an employee is found guilty of, or convicted of a criminal offence (including if a non- conviction order is made) 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.
- L12.4 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 clause L11 -.

L13 - Right of Appeal

- L13.1 An employee has the right under Section N to appeal against any finding of misconduct under clause L10 -, any decision to take disciplinary action or to apply a sanction under clause L11 -, or against any decision taken under clause L8 - to suspend the employee without pay, or to transfer the employee at reduced pay, except action to terminate the employee's employment.
- L13.2 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.
- L13.3 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 Section M of this Agreement.

Section M Internal Review Procedures

M1 - Objectives and Application

- M1.1 Under this Section, procedures are established for employees to seek a review of management actions that affect their employment with the ACTPS.
- M1.2 The procedures in this Section promote the values and general principles of the ACTPS and account for the principles of natural justice and procedural fairness.
- M1.3 These procedures apply to all employees covered by this Agreement.
- M1.4 For the purposes of this Section, an action includes a decision and a refusal or failure to make a decision.

M2 - Decisions and Actions Excluded

- M2.1 The following decisions and actions are excluded from the rights of an employee to seek a review under procedures set out in this Section:
 - M2.1.1 actions regarding the policy, strategy, nature, scope, resourcing or direction of the ACTPS and agencies (see clause P1 - of this Agreement for consultation on these actions);
 - M2.1.2 actions arising under Commonwealth or ACT legislation that concern domestic or international security matters;
 - M2.1.3 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);
 - M2.1.4 actions regarding workers' compensation (see the Safety, Rehabilitation and Compensation Act 1988 for reviews and appeals on these actions);
 - M2.1.5 decisions to terminate the appointment of an officer on probation;
 - M2.1.6 decisions on classification of an office under clause F7 - of this Agreement;
 - M2.1.7 any action to which the employee has an appeal or review right under Section O of this Agreement;
 - M2.1.8 any action to which the employee has an appeal right under subclause N1.3 of this Agreement;
 - M2.1.9 any action arising from the preliminary assessment process under clause L2 -;
 - M2.1.10 actions arising from the misconduct procedures of this Agreement;
 - M2.1.11 actions arising from the underperformance procedures of this Agreement;
 - M2.1.12 any decisions under subclauses L7.1, L7.3 and L7.6 of this Agreement;
 - M2.1.13 any decisions under subclause N2.2 and N3.7 of this Agreement;
 - M2.1.14 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 an Attraction and Retention Incentive (ARINs) or a pre FW Act Australian Workplace Agreement (AWA));

- M2.1.15 decisions to appoint or not appoint a person as an officer to a vacant position;
- M2.1.16 decisions that another officer perform the duties of a higher office or role for periods up to and including six months;
- M2.1.17 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;
- M2.1.18 actions arising from the internal review procedures or appeal panel procedures of this Agreement, including the review and appeals procedures under Section O of this Agreement.

M3 - Initiating a Review

- M3.1 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.
- M3.2 An employee, or the employee's union or other employee representative on the
- M3.3 employee's behalf, has the right to apply for a review of any action or decision that directly affects the employee's employment, unless the action or decision is specifically excluded under this Section.
- M3.4 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:
 - M3.4.1 is in writing; and
 - M3.4.2 is made no more than 28 calendar days after the employee was advised of the decision that is the subject of the application for review, unless the head of service agrees that extenuating circumstances exist; and
 - M3.4.3 identifies the action and/or decision which the employee seeks a review of; and
 - M3.4.4 does not concern a decision or action that is excluded under subclause M2.1; and
 - M3.4.5 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
 - M3.4.6 outlines the extenuating circumstances, if any, where the application is made outside the timeframe specified in subclause M3.3.2; and
 - M3.4.7 describes the outcome sought.
- M3.5 If the review relates to a failure or refusal to make a decision in accordance with subclause M1.4, the 28 day time period outlined in subclause M3.3.2 will be taken to commence on the day it was apparent that there was a failure or refusal to make a decision.
- M3.6 The head of service will, provided that the requirements under subclause M3.3 have been met, refer the matter for review in accordance with clause M4 -.

M4 - Review Process

- M4.1 Notwithstanding subclause M3.5, where appropriate, and agreed by the employee who made the application under clause M3.3 (for the purposes of this Section M “the applicant”), or the applicant’s union or other employee representative on the applicant’s behalf, the head of service must consider mediation as an option before arranging for a review under subclause M4.3. The mediator will be agreed between the applicant and the head of service.
- M4.2 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 applicant and the head of service.
- M4.3 Subject to subclauses M3.5, M4.1 and M4.2, the head of service must arrange for an application made under subclause M3.3 to be reviewed by an independent person (the reviewer) who may be:
- M4.3.1 a suitably skilled person who was not involved in the original action; or
 - M4.3.2 a person chosen from a panel of providers.
- M4.4 The reviewer will 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.
- M4.5 The reviewer may recommend to the head of service that an application should not be considered on any of the following grounds:
- M4.5.1 the application concerns a decision or action that is excluded under subclause M2.1; or
 - M4.5.2 the applicant 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
 - M4.5.3 the reviewer believes on reasonable grounds that the application:
 - M4.5.3 (a) is frivolous or vexatious; or
 - M4.5.3 (b) is misconceived or lacks substance; or
 - M4.5.3 (c) should not be heard for some other compelling reason.
- M4.6 The head of service must either confirm a recommendation made by the reviewer under subclause M4.5 that an application should not be considered or arrange for another reviewer to consider the application.
- M4.7 The head of service will inform the applicant in writing, within fourteen calendar days of the date of any decision under subclause M4.6, including, the reasons for any decision not to consider the application.
- M4.8 If the reviewer does not make a recommendation under subclause M4.5, then the reviewer will conduct a procedural review on the papers to determine:
- M4.8.1 whether it was open to the head of service to take the action that he or she did;
 - M4.8.2 whether the principles of procedural fairness and natural justice were complied with in taking the original action; and

- M4.8.3 whether the final decision of the head of service was fair and equitable in all of the circumstances.
- M4.9 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, or that significant information or evidence was not considered in the making of the original decision or action, the reviewer will inform the head of service of that doubt and the reasons for it in the written report in accordance with M4.10.
- M4.10 After reviewing any action or decision the reviewer will, subject to subclause M4.15, make a written report to the head of service recommending that:
- M4.10.1 the original decision/action be confirmed; or
- M4.10.2 the original decision/action be varied; or
- M4.10.3 other action be taken.
- M4.11 A copy of the report under subclause M4.10 will be provided to the applicant and the applicant will be given the opportunity to provide a response.
- M4.12 The applicant 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 applicant receiving the report.
- M4.13 The head of service, after considering the report from the reviewer and any response from the applicant to the report of the reviewer, may:
- M4.13.1 confirm the original action; or
- M4.13.2 vary the original action; or
- M4.13.3 take any other action the head of service believes is reasonable.
- M4.14 The head of service will inform the applicant in writing, within fourteen calendar days of the date of any decision under subclause M4.13, including the reasons for the action.

Review of Head of Service decisions

- M4.15 Where the subject of the application is an action or decision of the Head of Service (in person) or the Director General (in person) as the delegate of the Head of Service, the written report of the reviewer will be made to the Public Sector Standards Commissioner. A copy of this report will be provided to the applicant.
- M4.16 The Public Sector Standards Commissioner may, after considering the report from the reviewer, recommend to the head of service that:
- M4.16.1 the original action be confirmed; or
- M4.16.2 the original action be varied; or
- M4.16.3 other action be taken that the Public Sector Standards Commissioner believes is reasonable.
- M4.17 The Head of Service (in person) or the Director General (in person) as the delegate of the Head of Service, after considering the report from the Public Sector Standards Commissioner, may:
- M4.17.1 accept any or all of the report's recommendation(s) and take such action as necessary to implement the recommendation(s); or
- M4.17.2 not accept the report's recommendation(s) and confirm the original action.

- M4.18 If the Head of Service (in person) or the Director General (in person) as the delegate of the Head of Service does not accept any one of the recommendation(s) of the Public Sector Standards Commissioner under subclause M4.16, they will:
- M4.18.1 provide written reasons to the Public Sector Standards Commissioner for not accepting the recommendation(s); and
 - M4.18.2 provide the applicant, within fourteen calendar days, with written reasons for not accepting the recommendation(s).
- M4.19 If the Head of Service (in person) or the Director General (in person) as the delegate of the Head of Service does not accept any one of the recommendation(s) of the Public Sector Standards Commissioner under subclause M4.16, the Public Sector Standards Commissioner will report on this outcome.

M5 - Right of External Review

- M5.1 The applicant, or the applicant's union or other employee representative on the employee's behalf, may seek a review of a decision or action under subclause M4.13 or subclause M4.17 by an external tribunal or body, including the FWC.
- M5.2 The FWC will be empowered to resolve the matter in accordance with the powers and functions set out in clause P3 - of this Agreement. The decision of the FWC will be binding, subject to any rights of appeal against the decision to a Full Bench of the FWC in accordance with subclause P3.14.

Section N Appeal Mechanism for Misconduct, Underperformance and Other Matters

N1 - Objective and Application

- N1.1 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.
- N1.2 The Head of Service (in person) will nominate a person, or position, to be the Convenor of Appeals (“the Convenor”).
- N1.3 This appeal mechanism will apply to:
- N1.3.1 decisions to suspend the employee without pay under clause L8 - of this Agreement;
 - N1.3.2 decisions relating to findings of misconduct under clause L10 -, provided that such and appeal can only be made after a decision about disciplinary action under clause L11 - has been made;
 - N1.3.3 decisions to take disciplinary action under clause L11 - of this Agreement, except a decision to terminate the employee’s employment;
 - N1.3.4 decisions to take underperformance action under subclause L4.17 of this
 - N1.3.5 Agreement, except a decision to terminate the employee’s employment;
 - N1.3.6 decisions taken in relation to an employee’s eligibility for benefits under clause Q6 - of this Agreement and the amount of such benefits, the amount payable by way of income maintenance under clause Q10 -, and the giving of a notice of involuntary redundancy under clause Q9 -.
- N1.4 In relation to appeals about misconduct findings and disciplinary action in accordance with subclauses N1.3.2 and N1.3.3, only one application for appeal can be made in relation to the same misconduct matter and the application needs to state whether the application relates to:
- N1.4.1 the finding of misconduct under clause L10 --; or
 - N1.4.2 the disciplinary action under clause L11 -; or
 - N1.4.3 both the finding of misconduct under clause L10 - and the disciplinary action under clause L11 -.
- N1.5 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.

N2 - Initiating an Appeal

- N2.1 The appellant, or the appellant’s union or other employee representative on the appellant’s behalf, may initiate an appeal under these procedures by making an application to the Convenor that:
- N2.1.1 is in writing; and
 - N2.1.2 describes the decision or action taken or to be taken, the reasons for the application and the outcome sought; and

- N2.1.3 is received by the Convenor within fourteen calendar days of being notified, or the appellant becoming aware, of the decision to take the action; and
- N2.1.4 seeks to appeal an appealable decision as set out in subclause N1.3.
- N2.2 Notwithstanding any other provisions in this Section, the Convenor has the authority to dismiss an appeal if the appellant obstructs, unreasonably delays or fails to co-operate with the process.

N3 - Composition of the Appeal Panel

- N3.1 The Public Sector Standards Commissioner will keep a list of approved Appeal Panel Chairs.
- N3.2 The head of service will keep a list of suitably skilled and trained employer representatives for Appeal Panels and a list of suitably skilled and trained employee representatives, nominated by the unions.
- N3.3 Where an application is received by the Convenor in accordance with the requirements set out in subclause N2.1 and N2.2 the Convenor will set up an Appeal Panel.
- N3.4 The Appeal Panel will comprise a panel member from the list of employer representatives in accordance with subclause N3.2, a panel member from the list of employee representatives in accordance with subclause N3.2 and a chair in accordance with clause N3 -.
- N3.5 The Convenor may only be a member of an Appeal Panel with the agreement of the appellant.
- N3.6 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 or if there is any other perceived or actual conflict of interest.
- N3.7 Where a panel member fails to comply with a provision in this Section in a manner that affects the effective operation of the appeal process, the Convenor can disqualify the member from the panel. Where that occurs the panel is dissolved and a new one will be convened in accordance with subclause N3.3.

N4 - Powers and Role of the Appeal Panel

- N4.1 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 and consistent with a fair and proper consideration of the issues.
- N4.2 The Convenor will invite the appellant to have a support person, who may be the appellant's union or other employee representative, present at any meetings held between the Appeal Panel and the appellant and will allow reasonable opportunity for this to be arranged.
- N4.3 The Appeal Panel will 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.
- N4.4 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 Appeal Panel:
 - N4.4.1 the application is frivolous or vexatious, or not made in good faith; or
 - N4.4.2 the appellant making the appeal may apply to another person or authority about the application who may more appropriately deal with the application; or
 - N4.4.3 further review of the application is not warranted.

Conducting an appeal

- N4.5 Where the Appeal Panel determines that an application for appeal should proceed, the Appeal Panel will conduct a procedural review on the papers provided under subclause N4.3 to determine whether:
- N4.5.1 it was open to the head of service to take the action that he or she did;
 - N4.5.2 the principles of procedural fairness and natural justice were complied with in taking the original action or decision; and
 - N4.5.3 the final decision of the head of service and/or the Public Sector Standards Commissioner was appropriate in all of the circumstances.
- N4.6 Where the Appeal Panel is satisfied that a fundamental piece of evidence was not considered in the original process, the Appeal Panel may request that the Convenor refer the matter back to the head of service and/or Public Sector Standards Commissioner for further investigation.
- N4.7 The head of service and/or Public Sector Standards Commissioner, after considering the referral from the Convenor under subclause N4.6, will:
- N4.7.1 as soon as possible arrange for a further investigation to be conducted, in line with the referral of the Convenor, 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
 - N4.7.2 provide written reasons to the Appeal Panel, within fourteen calendar days, for not accepting their referral for further investigation.
- N4.8 After reviewing any application under this Section, the Appeal Panel will, subject to subclause N4.6, make a determination of the appeal and either:
- N4.8.1 confirm the original decision; or
 - N4.8.2 vary the original decision; or
 - N4.8.3 prescribe that other action be taken.
- N4.9 The Appeal Panel will provide a report to the Public Sector Standards Commissioner and the head of service which will include the determination and the reasons for the determination. A copy of the report will also be provided to the appellant.

N5 - Costs

- N5.1 The Territory will not be liable for any costs associated with representing an appellant in these procedures.

N6 - Right of External Review

- N6.1 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 under subclause N4.8.
- N6.2 The FWC will be empowered to resolve the matter in accordance with the powers and functions set out in clause P3 - 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 subclause P3.14.

Section O Appeal and Process Reviews of certain recruitment decisions

O1 - Application

- O1.1 Under this Section, procedures are established for employees to seek a review of recruitment processes or appeal certain recruitment decisions.
- O1.2 These procedures for appeals and reviews account for the principles of procedural fairness and natural justice in this context.
- O1.3 For the purposes of this Section, an action includes a decision and a refusal or failure to make a decision.
- O1.4 Decisions made by Joint Selection Committees in accordance with clause C9 - cannot be reviewed or appealed.

O2 - Appeals about Promotions and Temporary Transfer to Higher Office

- O2.1 The Head of Service (in person) will nominate a person, or position, to be the Convenor of the Appeal Panels ("the Convenor"), which may or may not be the same person, or position, nominated under subclause N1.2.
- O2.2 This appeal mechanism will apply to:
 - O2.2.1 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);
 - O2.2.2 decisions to promote an officer after acting for a period of twelve months or more in a position at or below FB 5.
- O2.3 For the purposes of subclause O2.2, 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 clause O3 - of this Agreement).
- O2.4 For the purposes of paragraph O2.2.2, any suitably qualified officer may appeal the decision.
- O2.5 For appeals concerning promotion or transfer to a higher office or role under subclause O2.2, the only ground on which the Appeal Panel can review the decision is that 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.

Initiating an Appeal

- O2.6 An officer ("the appellant" for the purposes of this Section) or the appellant's union or other employee representative on the appellant's behalf, may initiate an appeal under these procedures by making an application to the Convenor that:
 - O2.6.1 is in writing; and
 - O2.6.2 is received by the Convenor within fourteen calendar days of the decision to take the action being notified in the Gazette; and
 - O2.6.3 seeks to appeal an appealable decision as set out in subclause O2.2.

- O2.7 Notwithstanding any other provisions in this Section, the Convenor has the authority to dismiss an appeal if the appellant obstructs, unreasonably delays or fails to co-operate with the process.

Composition of Appeal Panel

- O2.8 Where an application is received by the Convenor in accordance with the requirements set out in subclause O2.6, subject to subclause O2.7 the Convenor will set up an Appeal Panel.
- O2.9 The Appeal Panel will comprise a nominee of the relevant Directorate, a nominee of the employee and a chairperson, where:
- O2.9.1 the chairperson is agreed between the employee and the head of service or chosen from a panel of providers 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.
- O2.10 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.
- O2.11 Where a panel member fails to comply with a provision in this Section in a manner that affects the effective operation of the appeal process, the Convenor can disqualify the member from the Appeal Panel. Where that occurs the Appeal Panel is dissolved and a new one will be convened in accordance with subclause O2.9.

Appeal Panel Recommendations

- O2.12 After reviewing an application about promotion or temporary transfer to a higher office or role affecting the appellant, the Appeal Panel will recommend to the head of service that the decision that is the subject of the application:
- O2.12.1 be confirmed; or
- O2.12.2 be varied; or
- O2.12.3 other action taken.
- O2.13 The head of service will inform the appellant and affected parties in writing of their decision and the reasons for the decision, within 28 calendar days.

O3 - Process review

- O3.1 An officer may seek a review of the process leading up to a decision about:
- O3.1.1 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;
- O3.1.2 decisions to promote or not promote an officer;
- O3.1.3 decisions to appoint or not appoint an employee, or to engage or not engage an employee, on a temporary contract;
- O3.1.4 decisions to transfer, or not to transfer, an employee; and
- O3.1.5 decisions under the PSM Standards to promote an officer after acting for a period of twelve months or more in a position above FB 5 classification.
- O3.2 The findings of a review under this clause will not alter the outcome of the original decision, but may be used to inform similar processes conducted in the future, or address any failings on the part of employees involved in the process under review.

Initiating a Review

- O3.3 An officer (“the applicant” for the purposes of this Section), or the applicant’s union or other employee representative on the applicant’s behalf, may initiate a review under these procedures by making an application to the head of service that:
- O3.3.1 is in writing; and
 - O3.3.2 describes how the applicant believes the process was not conducted properly, and provides reasons for this; and
 - O3.3.3 is received by the head of service within fourteen calendar days of the employee being advised of the decision, or becoming aware of the decision; and
 - O3.3.4 seeks to review a reviewable process as set out in subclause O3.1.

Conducting a Process Review

- O3.4 Subject to subclause O3.3 the head of service must arrange for an application to be reviewed by an independent person (the reviewer) who may be:
- O3.4.1 a suitably skilled person who was not involved in the original action; or
 - O3.4.2 a person chosen from a panel of providers.
- O3.5 The independent reviewer will be provided with all relevant information and evidence that was available to the decision-maker in the making of the original decision.
- O3.6 The reviewer will make an assessment whether relevant processes contained in this Agreement, the PSM Act and PSM Standards were followed, and to what extent.
- O3.7 After reviewing the information and evidence provided under subclause O3.5, the independent reviewer will provide a report to the head of service, which either:
- O3.7.1 confirms that the process was conducted in accordance with the provisions of this Agreement, the PSM Act, and PSM Standards; or
 - O3.7.2 finds that there were deficiencies in the process; such findings will be supported by reasons and the report may include recommendations for how similar processes may be conducted in future.

Section P Communication and Consultation

P1 - Consultation

- P1.1 Consultation means the full, meaningful and frank discussion of issues/proposals and the consideration of parties' views, prior to any decisions, and in relation to implementation of changes once decisions have been made.
- P1.2 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. These clauses take account of the special circumstances of emergency services work including the operational command structure, the rostering arrangements and the operational risks arising from the inherently dangerous nature of firefighting.

Consultation Process

- P1.3 In addition to the minimum requirements of the FW Act, where there are proposals by the Head of Service to introduce changes in:
- P1.3.1 the organisation;
 - P1.3.2 existing work practices;
 - P1.3.3 trial(s) referred to in this Agreement;
 - P1.3.4 employer policies (including the development of new policies);
 - P1.3.5 Standard Operational Guidelines (including the development of new Guidelines);
 - P1.3.6 facilities;
 - P1.3.7 appliances;
 - P1.3.8 equipment;
- the head of service will consult with affected employees and the UFU.
- P1.4 Without limiting other avenues of consultation in respect to the matters in P1.3, the head of service will:
- P1.4.1 ensure that proposals for change are submitted to the Local Consultative Committee (LCC), or where there is another appropriate committee as set out in subclause P1.14, submitted to that committee and notified to the LCC;
 - P1.4.2 provide all relevant information in writing (other than confidential or commercially sensitive information) to the appropriate committee 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, including through the appropriate committee;
 - P1.4.3 give prompt and genuine consideration to matters raised by the UFU and employees about the proposed change.
- P1.5 No proposal for change arising from this agreement shall be determined or implemented without referral to the appropriate committee in accordance with P1.4.1 (above).
- P1.6 If exceptional circumstances require that consultation commence prior to a meeting of the appropriate consultative committee, the employer may instead directly consult the UFU and relevant employees. In such circumstances, a reference to "LCC" or "appropriate committee" in subclause P1.5 (above) shall be taken to be a reference to "the UFU and relevant employees".

- P1.7 Where the employer directly consults the UFU and relevant employees, the appropriate consultative committee shall in any event be notified at the earliest opportunity.
- P1.8 The head of service will develop, in consultation with the UFU, a policy for internal communication processes, including a framework for responding to correspondence.

Consultative Committees

- P1.9 For the purpose of providing effective consultation, the head of service and UFU agree to the continuation of the Local Consultative Committee (LCC).
- The LCC will provide the forum to:
- P1.9.1 consult on matters pertaining to the employment relationship of employees to whom this agreement applies;
 - P1.9.2 consult on matters pertaining to the union employer relationship;
 - P1.9.3 consult where provisions in this agreement require consultation;
 - P1.9.4 monitor the implementation and operation of this agreement;
 - P1.9.5 consider and make recommendations and decisions regarding matters required to be the subject of consultation under this agreement;
 - P1.9.6 provide a mechanism for employee input into the implementation and operation of this agreement thereby utilising employee knowledge and experience and improving communication and co-operation between the employer and the employees;
 - P1.9.7 discuss and develop policy to support this Agreement;
 - P1.9.8 without in any way limiting the other terms of this clause, consult on the matters referred to in Section 205(1)(a)(i) and Section 205(1)(a)(ii) of the Fair Work Act 2009 in the manner required by s205(1) and(1A) of that Act; and
 - P1.9.9 consult on proposals involving change affecting the application or operation of this agreement, employees' terms and conditions of employment or the employment relationship.
- P1.10 The LCC shall comprise equal numbers of employer and employee representatives appointed by the employer and UFU respectively.
- P1.11 Representatives appointed by the employer and UFU shall include a person or persons with authority to speak and make decisions on behalf of the employer and UFU respectively.
- P1.12 The LCC may invite employees or persons with special knowledge, expertise or relevant interest to attend a particular meeting or meetings or part thereof of the LCC or any sub- committee or group established by the LCC.
- P1.13 The LCC will have terms of reference agreed by the UFU and the head of service, which may be amended by agreement of those parties, and which shall provide for:
- P1.13.1 meetings to occur at least quarterly and more frequently where agreed;
 - P1.13.2 timely provision of minutes from each meeting;

- P1.13.3 the provision of secretariat services by the head of service;
 - P1.13.4 reasonable timeframes for the submission of agenda items and circulation of agendas and papers;
 - P1.13.5 other matters agreed between the parties;
 - P1.13.6 notices of meetings, agendas and related papers to be provided simultaneously to the committee members and the UFU Secretary.
- P1.14 The LCC may refer matters to other bodies and receive reports on the operation of other bodies, including:
- P1.14.1 Workplace Consultative Committees;
 - P1.14.2 ACTF&R Uniform Committee;
 - P1.14.3 ACTF&R Facilities Committee;
 - P1.14.4 ACTF&R Vehicle and Equipment Committee. All such committees shall include UFU representation.
 - P1.14.5 The LCC's members shall co-operate positively to consider matters that will increase efficiency, productivity, competitiveness, training, career opportunities and job security.
 - P1.14.6 The LCC may establish consultative groups for the purposes of consultation and may establish working parties or sub-committees to research and make recommendations on specific issues for determination by the LCC.
 - P1.14.7 LCC and sub-committee meetings will occur at times and localities which cause the least disruption to the operations of the parties.
 - P1.14.8 All sub-committees or working parties established by the Committee are recommendatory in nature and will operate on the basis of consensus when developing their recommendations for the Committee.

The Establishment of Workplace Consultative Committees

- P1.15 Where agreed by the parties, there shall be additional levels of consultation such as a Workplace Consultative Committee (WCC). Where established, a WCC will:
 - P1.15.1 operate at the local level to deal with workplace specific issues;
 - P1.15.2 have membership and terms of reference agreed by the head of service and UFU and will include at least one employee representative;
 - P1.15.3 provide reports to the LCC.
- P1.16 Existing local consultative arrangements will remain in place until they are replaced by the new consultative arrangements.

Conditions for Employees Participating in Consultation etc.

- P1.17 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.
 - P1.17.1 This clause applies to employees participating at any level of consultation referred to in this Agreement or participating in any meeting or forum (including but not limited to bargaining, dispute meetings, conduct or conflict resolution processes pertaining to the employment relationship, to the relationship between the parties or arising under this Agreement).

- P1.17.2 Employees who are off duty will be paid for all such time spent participating as if they were performing work during that time. To avoid doubt, employees not rostered to duty will be paid in accordance with the recall provisions of this Agreement including but not limited to meal allowances, four hours minimum overtime and travel entitlements.
- P1.17.3 Where the representatives are serving ACTF&R employees who have been directed or requested to attend the meeting by the Chief Officer or the authorised ACTF&R delegate, the following will apply:
- P1.17.3 (a) when the employee is on duty, arrangements will be made to facilitate his or her attendance at meetings;
 - P1.17.3 (b) when a meeting occurs while the employee is off duty, the employee will be paid for the time involved or a minimum of four hours, whichever is the greater, at time and a half for the first three hours and double time thereafter;
 - P1.17.3 (c) when a representative who is an ACTF&R employee travels to a meeting on days when the person is not on duty, the employee will be paid reasonable travel time between their place of residence and the meeting location;
 - P1.17.3 (d) the representatives on shift will use an ACTF&R provided vehicle where one is available and off shift will be paid the travel allowance at subclause G4.1.

P2 - Consultation on Changes to Regular Rosters or Ordinary Hours of Work

- P2.1 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:
- P2.1.1 the head of service must notify the relevant employees of the proposed change;
 - P2.1.2 the head of service must recognise the affected employee(s) union or other representative;
 - P2.1.3 as soon as practicable after proposing to introduce the change, the head of service must:
 - P2.1.3 (a) discuss with the relevant employees the introduction of the change; and
 - P2.1.3 (b) 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
 - P2.1.3 (c) 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).

- P2.2 However, the head of service is not required to disclose confidential or commercially sensitive information to the relevant employees.
- P2.3 The head of service must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- P2.4 These provisions are to be read in conjunction with other consultative obligations detailed in the Agreement, including clause S1 -.
- Note: In this term "relevant employees" means the employees who may be affected by a change referred to in subclause P2.1.
- P2.5 In addition, the head of service undertakes that, for the purposes of subclause P1.3, the head of service will recognise and consult with the affected employee(s), their union or other representative.

P3 - Dispute Avoidance/Settlement Procedures

- P3.1 The objective of these procedures is the prevention and resolution of disputes about
- P3.1.1 matters arising between:
- P3.1.1 (a) employees and the employer; and
- P3.1.1 (b) the union and the employer;
- including disputes about the interpretation or implementation of this Agreement; and
- P3.1.2 the application of the National Employment Standards.
- P3.2 For the purposes of this clause, except where the contrary intention appears, the term parties refers to 'parties to the dispute'.
- P3.3 All persons covered by this Agreement agree to take reasonable internal steps to prevent, and explore all avenues to seek resolution of, disputes.
- P3.4 An employee who is a party to the dispute may appoint a representative, which may be a relevant union, for the purposes of the procedures of this clause.
- P3.5 In the event there is a dispute the following processes will apply:
- P3.5.1 Where appropriate, the relevant Employee or the employee's representative will discuss the matter with the Employee's supervisor.
- P3.5.2 With respect to matters arising between Employees and the Employer, where the Union is the nominated representative and matters arising between the Union and the Employer P3.5.1 will not apply where the Chief Officer has been notified of the dispute by the Union. In these circumstances a discussion will take place with the Chief Officer.
- P3.6 In instances where a dispute remains unresolved:
- P3.6.1 the Chief Officer;
- P3.6.2 if the discussion referred to in P3.5.1 or P3.5.2 has not taken place with the Chief Officer, the next appropriate level of management,
- P3.6.3 the Employee,
- P3.6.4 the Union or other employee representative
- will discuss a course of action for resolution of the dispute. Where a course of action cannot be agreed or the discussion does not take place within seven days of the notification of the dispute or the last discussion (whichever is the latter) the dispute will be deemed to be unresolved unless the parties agree in writing to extend the time in which the discussion in subclause P3.6 is to take place.

- P3.7 If the dispute remains unresolved after the steps set out above, a party to the dispute may refer the matter to the FWC.
- P3.8 The FWC may deal with the dispute in two stages:
- P3.8.1 the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - P3.8.2 if the FWC is unable to resolve the dispute at this first stage, the FWC may then:
 - P3.8.2 (a) arbitrate the dispute; and
 - P3.8.2 (b) make a determination that is binding on the parties.
- P3.9 The FWC may exercise any powers it has under the FW Act as are necessary for the just resolution or determination of the dispute.
- P3.10 A person may be assisted and represented at any stage in the dispute process in the FWC on the same basis as applies to representation before the FWC under Section 596 of the FW Act.
- P3.11 All persons involved in the proceedings under subclause P3.8 will participate in good faith.
- P3.12 Unless the parties agree to the contrary, the FWC will, in responding to the matter, have regard to whether a party has applied the procedures under this term and acted in good faith.
- P3.13 The parties agree to be bound by a decision made by the FWC in accordance with this clause.
- P3.14 Notwithstanding subclause P3.13 any party may appeal a decision made by the FWC in accordance with the FW Act. For the avoidance of doubt, subclause P3.12 does not limit the rights of the parties to seek judicial review.
- P3.15 Despite the above, the parties may agree to submit the dispute to a body or person other than the FWC. Where the parties agree to submit the dispute to another body or person:
- P3.15.1 all of the above provisions apply, unless the parties agree otherwise; and
 - P3.15.2 references to the FWC in the above provisions will be read as a reference to the agreed body or person;
 - P3.15.3 all obligations and requirements on the parties and other relevant persons under the above provisions will be complied with; and
 - P3.15.4 the agreed body or person must deal with the dispute in a manner that is consistent with Section 740 of the FW Act.
- P3.16 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.

P4 - Freedom of Association

- P4.1 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
- P4.2 Employees in negotiations of any kind are entitled to negotiate collectively where they so choose
- P4.3 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.

P5 - Co-Operation and Facilities for Employee Representatives

- P5.1 For the purpose of ensuring that union(s) and other employee representatives who are employees of ACTF&R can effectively fulfil their employee representative role under this Agreement, the following provisions will apply.
- P5.2 Reasonable access to ACTF&R 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 union(s) and other employee representatives to assist them to fulfil their representative obligations, duties and responsibilities having regard to the ACTF&R's statutory obligations, operational requirements and resources.
- P5.3 In addition to the ACTPS facilities outlined in P5.2, where available, a union or employee representative who is an employee of the ACTF&R will be able to establish designated Outlook public folders which will provide a collaborative electronic workspace to improve the flow of information. The use of ACTF&R facilities will be in accordance with published whole-of-government policies and for matters other than for industrial action.
- P5.4 A union or other employee representative who is an employee of the ACTF&R will be provided with adequate paid time off from their usual working hours, to undertake duties to represent other employees.
- P5.5 While the representative duties would normally be expected to be performed within the workplace, on occasions the union or employee representative may be required to conduct these duties external to the workplace.
- P5.6 The role of union workplace delegates and other recognised union representatives is to be respected and facilitated. The ACTF&R and union workplace delegates must deal with each other in good faith.
- P5.7 In addition to other provisions in this Agreement, in discharging their representative roles at the workplace level, the rights of union workplace delegates include, but are not limited to:
- P5.7.1 the right to be treated fairly and perform their role as workplace delegate without any discrimination in their employment;
 - P5.7.2 recognition by the ACTF&R that endorsed workplace delegates speak on behalf of their members in the workplace;
 - P5.7.3 the right to participate in collective bargaining on behalf of those who they represent, as per the FW Act;
 - P5.7.4 the right to reasonable paid time off from their usual working hours to:
 - P5.7.4 (a) provide information and seek feedback from employees in the workplace on workplace relations matters in the ACTF&R during normal working hours;
 - P5.7.4 (b) represent the interests of members to the employer and industrial tribunals;
 - P5.7.4 (c) consult with other delegates and union officials in the workplace, and receive advice and assistance from union staff and officials in the workplace;
 - P5.7.5 the right to email employees in their workplace to provide information to and seek feedback, subject to individual employees exercising a right to 'opt out';
 - P5.7.6 the right to consultation, and access to relevant information about the workplace and the ACTF&R, subject to privacy legislation and other relevant legislation;

- P5.7.7 the right to undertake their role as union representatives on Directorate workplace relations consultative committee(s);
- P5.7.8 reasonable access to ACTF&R facilities (including internet and email facilities, meeting rooms, lunch rooms, tea rooms and other areas where employees meet) for the purpose of carrying out work as a delegate and consulting with members and other interested employees and the union;
- P5.7.9 the right to address new employees about union membership at the time they enter employment in their workplace;
- P5.7.10 the right to access appropriate training in workplace relations matters including training provided by a union in accordance with clause P9 -.
- P5.8 In exercising their rights, workplace delegates and unions will adhere to ACTF&R policies and guidelines and consider operational issues and the likely effect on the efficient operation of the ACTF&R and the provision of services.

P6 - Work Organisation

- P6.1 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.
- P6.2 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.
- P6.3 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.
- P6.4 Subject to subclauses P6.5 to P6.6 and limited to new employees of ACTF&R whose employment with ACTF&R commences on or after the commencement of this Agreement (new employee), the head of service will provide details of the new employee's employment to the UFU (irrespective of whether the employee has elected to become a member of the UFU).
- P6.5 The details of the new employee's employment which the head of service may provide to the UFU is limited to the new employee's first name and surname, the ACT Government contact information for the new employee (email address and contact phone number), and the position in which the new employee is engaged. The head of service will not provide the information to the UFU until at least 21 days after the new employee has commenced employment.
- P6.6 Subclause P6.4 does not apply if the head of service has received written notification from the new employee, either prior to their commencement of employment, or within 14 days after their commencement, that he or she does not consent to the information specified in subclause P6.5 being shared with the UFU.

P7 - Communication

- P7.1 When an employee makes an application or a report in writing, to the relevant senior officer, the employee shall be sent a memorandum or email acknowledging its receipt and noting the matter contained therein.
- P7.2 The result of an application shall be communicated to the employee no later than 14 days after a decision has been reached. In cases where no decision has been reached within one month the reason for the delay shall be communicated in writing, by memorandum or email, to the employee.

- P7.3 The provisions of this clause shall not apply in cases where other procedures are specifically stipulated (e.g. in Staff Minutes or Policy).

P8 - Right of Existing and New Employees to Representation in the Workplace

- P8.1 The head of service acknowledges the rights of employees to be represented and to meet with their representatives in the workplace. The head of service recognises the legitimate right of the union to represent its employees who are members, or eligible to become members of the union.
- P8.2 The FW Act prescribes the purpose and manner under which the union may exercise right of entry in the workplace. The head of service will grant the union access in accordance with the FW Act.
- P8.3 In addition, the head of service will:
- P8.3.1 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 unreasonably disrupted;
 - P8.3.2 allow the union to meet with new employees who are members, or who are eligible to become members, of the union, at a time during normal working hours which the union and the head of service agree upon, and of which the head of service will advise the employees;
 - P8.3.3 provide all new employees with some form of induction program, including an induction package containing information about the union which the union has given the head of service; and
 - P8.3.4 invite the union to attend any face to face induction of new employees, the details of which the head of service will advise to the union 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.
- P8.4 For the avoidance of doubt, nothing in subclause P8.3 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.

P9 - Attendance at Industrial Relations Courses and Seminars

- P9.1 For the purpose of assisting employees in gaining a better understanding of industrial relations issues relating to this Agreement, the head of service will grant leave to employees to attend recognised short training courses or seminars on the following conditions:
- P9.1.1 that operating requirements permit the grant of leave;
 - P9.1.2 that the scope, content and level of the short courses contribute to the better understanding of industrial relations and human resources issues;
 - P9.1.3 leave granted under this clause will be with full pay, not including shift and penalty payments or overtime; and
 - P9.1.4 each employee will not be granted more than 15 days/shifts leave in any calendar year.
- P9.2 If the employee has applied for leave under subclause P9.1 and the head of service rejected the application because of operational requirements, approval of any subsequent application for leave by the employee under subclause P9.1 will not be withheld unreasonably, provided that the employee gives the head of service at least 14 days/shifts notice in writing.

- P9.3 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 P9.1 applies.
- P9.4 Leave granted for this purpose will count as service for all purposes.

P10 - Diversity in the Workplace

- P10.1 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.
- P10.2 The head of service will work with employees to prevent and eliminate discrimination on the basis of sex, sexuality, gender identity, relationship status, status as a parent or carer, pregnancy, breastfeeding, race, religious or political conviction, disability, industrial activity, age, profession, trade, occupation or calling, association, or a spent conviction, in accordance with the *Discrimination Act 1991*. .

P11 - Occupational Health and Safety

- P11.1 The head of service and UFU are committed to promoting, achieving and maintaining the highest levels of health and safety for all ACTF&R employees.
- P11.2 The head of service will take all reasonable steps and precautions to provide a healthy, safe and secure workplace for the employee.
- P11.3 The head of service and the employee will act in a manner that is consistent with the WHS Act 2011.
- P11.4 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.
- P11.5 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 ACTF&R policy.

P12 - Firefighter Health, Safety and Wellbeing

- P12.1 The head of service and the UFU have a shared goal in reducing the risks to the health, fitness and wellbeing of firefighters through education and preventative health programs.
- P12.2 This Agreement commits the head of service to a range of provisions which impact on firefighter health and safety including the following clauses:
- P12.2.1 Clause E9 -: Rest Relief between shifts
 - P12.2.2 Clause G3 -: Rest Relief for Restricted Situations
 - P12.2.3 Clause H1 -: Work Life Balance
 - P12.2.4 Clause H2 -: Flexible Working Arrangements
 - P12.2.5 Clause H3 -: Management of Excessive Hours;
 - P12.2.6 Clause S4 -: ACT Fire and Rescue Establishment;
 - P12.2.7 Clause S5 -: Fatigue Management;
 - P12.2.8 Clause P11 -: Occupational Health and Safety

Program Initiative - Employee Health Services.

P12.2.9 Clause P13 -:

Impairment in the Workplace

P12.2.10 Clause S9 -: Fire Station Design Standards

P12.2.11 Clause P14 -: Use of Image

P12.3 In addition, the parties acknowledge that there are inherent risks to health associated with firefighting, including but not limited to the risks of occupational cancers set out in the Safety, Rehabilitation and Compensation Act (Cwlth) 1988.

Wellbeing Program Principles

P12.4 The parties have agreed to the following principles and initiatives to develop and implement a comprehensive joint health and wellbeing program. Participation in the program is:

P12.4.1 voluntary;

P12.4.2 confidential;

P12.4.3 supportive; and

P12.4.4 non-punitive.

Program Initiative – Health Screening

P12.5 ACTF&R employees shall be able to receive at the employer's expense:

P12.5.1 An annual medical provided by a provider or providers chosen by the employee from a panel of agreed providers, will include:

P12.5.1 (a) physical examination,

P12.5.1 (b) blood analysis,

P12.5.1 (c) vision tests,

P12.5.1 (d) hearing evaluation,

P12.5.1 (e) spirometry,

P12.5.1 (f) ECG,

P12.5.1 (g) Immune system functioning

P12.5.1 (h) cancer screening including for Melanoma, Thyroid cancer and oral cancer, in addition to the cancers listed in the Safety, Rehabilitation and Compensation Act (Cwlth) 1988 as in force from time to time,

P12.5.1 (i) mental health / assessment

P12.5.2 Immunization provided by the head of service, including:

P12.5.2 (a) Immunisation for Hepatitis A and B, when required,

P12.5.2 (b) Influenza (annual) vaccinations

P12.5.3 Upon request by an employee:

P12.5.3 (a) Nutrition and diet programs;

P12.5.3 (b) Quit smoking programs

chosen from a list of agreed programs.

Program Initiative – Employee Health Services

P12.6 ACTF&R employees shall be eligible to participate in:

- P12.6.1 A fitness evaluation and health component which may include but is not limited to a standard fitness assessment that evaluates aerobic capacity, flexibility, muscular strength, muscular endurance and body composition.
- P12.6.2 Functional Movement Screening which is completed to determine musculoskeletal function. Where functional movement deficiencies are identified suitable remedial exercises to improve joint, neurological or muscular function will be made available.
- P12.6.3 Any other programs developed and agreed to by the parties.

P12.7 The features of the fitness evaluation and health component shall include:

On platoon fitness leaders

- P12.7.1 Each platoon shall have a minimum of two Firefighter Fitness Leaders that will be co-ordinated and overseen by the ESA and chosen through an expression of interest process. Within a reasonable period of being appointed, the Firefighter Fitness Leaders shall be required to successfully complete a Certificate IV in Fitness (or equivalent) which is a requirement of the position. All time spent in study, assessment and training for this qualification, and all costs associated with training to attain this qualification shall be met by the employer.
- P12.7.2 The Head of Service shall pay Firefighter Fitness Leaders an allowance in accordance with Annex C of the Agreement.

On shift fitness training

- P12.7.3 While rostered on duty, firefighters shall have access to the services of the firefighter fitness leaders to undertake personal training, functional movement screening, and related functional movement exercises, using gymnasium facilities and/or other equipment provided by the employer, provided that:
 - P12.7.3 (a) they have no work to perform.
 - P12.7.3 (b) their protective clothing and equipment is arranged in a manner that causes the minimum delay in responding on receipt of a fire call.

Functional Movement Screening

- P12.7.4 In order to assist firefighters to identify any inadequacies in functional movement and risks of injury, functional movement assessments will be provided by on shift firefighter fitness leaders. Based on these assessments, firefighters will have access to information, instruction, guidance and training in suitable remedial exercises.

Peer Support and Critical Incident Stress Management Initiatives

- P12.8 The objective of Peer Support and Critical Incident Stress Management is to support the mental health and wellbeing of firefighters and their families through ensuring a tailored and timely provision of peer support response and professional services led, managed and coordinated by suitably qualified and experienced firefighters.
- P12.9 Consistent with the above, the Human Resources Commander, under authority delegated by the Chief Officer, shall carry out the following responsibilities:
 - P12.9.1 Coordination of the peer support on call roster;
 - P12.9.2 Approval of overtime necessary for the provision of peer support;
 - P12.9.3 Oversight and coordination of the provision of necessary training of peer support firefighters;

- P12.10 the Chief Officer shall ensure that at all times at least eight firefighters shall be engaged on a roster to perform peer support duties of which at least one firefighter shall be contactable and available to perform the peer support function, subject to clause G2 - of this agreement.
- P12.11 The Human Resources Commander and / or the Operational Commander on duty shall have delegated authority to, where necessary, recall other peer support firefighters to duty for defuse activities following critical incidents.
- P12.12 Appropriate training shall be provided to peer support firefighters as agreed from time to time between the head of service and the UFU.
- P12.13 Changes in the provision of peer support services may occur by agreement between the head of service and the UFU.

Privacy Protocols

- P12.14 This program is designed and provided as a tool and benefit for each member. All data will remain completely confidential for the protection of privacy for each individual member. Data related to the ability, performance and medical condition or otherwise specified pertaining to any individual will not be provided to the employer. Population/aggregate data may be compiled and shared with the parties for the purpose of promoting health and wellbeing in the fire industry. Such data shall in no way be used against any member, or to the detriment of the membership, as a whole.

P13 - Impairment in the Workplace

- P13.1 Arising from the duty of care under WHS legislation and the stated objectives of clause P11 Occupational Health and Safety of this Agreement, the head of service and the UFU agree to develop an agreed impairment policy and procedure:
 - P13.1.1 to provide a safe and effective process for dealing with concerns regarding any impairment of employees, while maintaining privacy and dignity, and providing the opportunities for self-referral, assessment and assistance utilising accepted best practice processes through independent professionals;
 - P13.1.2 to educate managers, supervisors, employees and all others in the workplace about the policy, procedures and assistance available in a non- threatening, non-punitive or judgmental manner.
- P13.2 Where a manager has concerns that an employee may be affected by alcohol and/or other drugs the manager may direct the employee to:
 - P13.2.1 be relieved from duty on personal leave; and/or
 - P13.2.2 submit themselves to testing.

The agreed Impairment Policy document will address the approaches to be applied in these circumstances.
- P13.3 The Impairment Policy document may be amended by agreement between the head of service and the UFU.

P14 - Use of Image

- P14.1 The head of service shall not use an image of an employee in which they are identifiable in any publicly accessible publication, website, social media or promotional or marketing material without the employee's prior written consent in accordance with subclause P14.2.
- P14.2 The head of service will provide the employee with sufficient information about the intended use of the image for the employee to give informed consent.

- P14.3 The head of service and the UFU agree to develop a Use of Image policy, which will address the approaches to be applied to employee consent and image capture, use and subsequent reuse. The policy may be amended by agreement between the head of service and the UFU.

P15 - Transfer to a safe job during pregnancy

Purpose

- P15.1 This clause provides arrangements to enable a pregnant employee to have their duties modified or to be transferred to an appropriate safe job during their pregnancy or enable them to be absent from their workplace if an appropriate safe job is not available.

Eligibility

- P15.2 In accordance with the NES, this clause applies to pregnant employees when they:
- P15.2.1 have given notice that they will be applying for birth leave; and
 - P15.2.2 provide evidence from a registered health professional or registered medical professional to the head of service that they are fit for work but that it is inadvisable for the employee to continue with some or all of their duties in their present position during a stated period because of illness or risks arising out of the pregnancy or hazards connected with that position.
- P15.3 In these circumstances, the employee is entitled to have their duties modified or to be transferred to an appropriate safe job for the stated period with no detriment to their current terms and conditions of employment.

Paid Absence for 'No Safe Job' Purposes

- P15.4 If there is no appropriate safe job available, and when the employee has completed twelve months of continuous service, the head of service will allow the employee to take paid absence for 'no safe job' purposes for the stated period at a rate of payment that is the same rate as would be paid if the employee was granted personal leave. This period of paid absence will count as service for all purposes.
- P15.5 If there is no appropriate safe job available, and the employee has not completed twelve months of continuous service, the head of service will allow the employee to take unpaid absence for 'no safe job' purposes. This period of absence will not count as service for any purposes but will not break continuity of service.
- P15.6 The employee's entitlements under this clause cease when the employee's pregnancy ends before the end of the stated period.

P16 - Privatisation

- P16.1 In order to promote job security of employees, it is agreed that the privatisation of a government entity may only occur where:
- P16.1.1 The entity does not perform a role central to the functions of government; and
 - P16.1.2 Disadvantaged groups would not be negatively affected by the privatisation; and
 - P16.1.3 A social impact statement has been completed which indicates that there is a demonstrated public benefit from the sale.
- P16.2 In the event that privatisation of ACTF&R or a service or services currently supplied by ACTF&R is under consideration, consultation will occur on the implications for employees and the head of service from these proposals.
- P16.3 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.

Section Q Redeployment and Redundancy

Q1 - Definitions

- Q1.1 Excess employee means an employee who has been notified in writing by the that he or she is excess to the head of service's requirements because:
- Q1.1.1 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 ACTF&R; or
 - Q1.1.2 The services of the employee cannot be effectively used because of technological or other changes in the work methods of ACTF&R or changes in the nature, extent or organisation of the functions of ACTF&R.
- Q1.2 Potentially excess employee means an employee who is formally notified they are likely to become an excess employee in a foreseeable space of time.

Q2 - Application

- Q2.1 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 ACTF&R 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.
- Q2.2 These provisions do not apply to employees on probation.

Q3 - Consultation

- Q3.1 Where it appears to the head of service that a position is likely to be either potentially excess or excess to ACTF&R'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):
- Q3.1.1 The number and classification of employees in the part of the Agency affected;
 - Q3.1.2 The reasons an employee is or employees are likely to be excess to requirements;
 - Q3.1.3 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;
 - Q3.1.4 The number, classification, location and details of the employees likely to be excess;
 - Q3.1.5 The number and classification of employees expected to be required for the performance of any continuing functions in the part of the Agency affected;
 - Q3.1.6 Measures that could be taken to remove or reduce the incidence of employees becoming excess;
 - Q3.1.7 Redeployment prospects for the employees concerned;
 - Q3.1.8 The appropriateness of using voluntary retirement; and

- Q3.1.9 Whether it is appropriate for involuntary retirement to be used if necessary.
- Q3.2 The discussions under subclause Q3.1 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 and will comply with the consultation requirements of P1 -. Any use of involuntary redundancy 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.
- Q3.3 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.
- Q3.4 Where a redundancy situation affects a number of employees engaged in the same work at the same level, elections to be made voluntarily redundant may be invited.
- Q3.5 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/or excess employees who do not wish to accept voluntary redundancy.

Q4 - Notification

Potentially Excess Employees

- Q4.1 Except where a lesser period is agreed between the head of service and the employee, the employee will not, within one month after the UFU has been advised under subclause Q3.1, be invited to volunteer for retirement nor be advised in writing in accordance with subclause Q4.4 that he or she is excess to the head of service's requirements.
- Q4.2 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 union or other employee representative at subsequent discussions. The head of service will discuss with the employee(s) and, where chosen, the union or other employee representative(s) the issues dealt with in subclauses Q3.1.1 through Q3.1.9 (as appropriate in each case).
- Q4.3 Potentially excess employees who have not been invited to be voluntarily retired, or who have declined to elect to be voluntarily retired, will be subject to the redeployment provisions in clause Q5 -.

Excess Officers

- Q4.4 Subject to subclause Q4.1 the notification of an employee's excess status will only be given when the consultation required under clause Q3 - and subclause Q4.2 has taken place. Following such consultation, where the head of service is aware that an employee is excess, the head of service will advise the employee in writing.
- Q4.5 An excess employee is subject to the redeployment provisions in clause Q5 -.
- Q4.6 An excess employee who is offered a voluntary redundancy, but who does not accept the offer, is entitled to a seven month retention period in accordance with clause Q7 -.

Q5 - Redeployment

- Q5.1 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.

- Q5.2 Once an employee has been notified that they are potentially excess or excess in accordance with subclause Q4.2 and Q4.4 respectively, the employee will be registered by their Directorate on the Redeployment Register.
- Q5.3 The head of service will consider potentially excess or excess employees from other ACTPS agencies in isolation for vacancies at their substantive level.
- Q5.4 An excess employee (or potentially excess) has absolute preference for transfer to positions at their substantive level and must be considered in isolation from other applicants for any vacancy, which is to be advertised for permanent filling or for a temporary period of six months or more, within the ACTPS. For the purposes of this clause substantive level means the same classification or an alternative equivalent classification in another classification stream where the maximum pay does not exceed the top increment of the employee's current classification by more than 10%. For clarity this does not allow for the transfer of an employee within the same classification stream e.g a SOGB to transfer to a SOGA.
- Q5.5 Under this clause an excess employee will be given preference over a potentially excess employee.
- Q5.6 An excess employee need only be found suitable, or suitable within a reasonable time (generally three to six months) to be transferred to a position in accordance with subclause Q5.4.
- Q5.7 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.
- Q5.8 The head of service will arrange reasonable training which would assist the excess employee's prospects for redeployment.
- Q5.9 The head of service will provide appropriate internal assistance and career counselling and assist as necessary with the preparation of job applications.
- Q5.10 An excess employee who does not accept voluntary redundancy is entitled to a seven month retention period.
- Q5.11 The retention period will commence:
- Q5.11.1 On the day the employee is advised in writing by the head of service that he or she is an actually excess employee; or
 - Q5.11.2 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.
- Q5.12 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:
- Q5.12.1 Was found unsuitable in a merit selection process for three separate positions; and
 - Q5.12.2 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
 - Q5.12.3 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.
- Q5.13 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.

- Q5.14 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.
- Q5.15 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 five weeks if the employee is over 45 years old and has completed at least two years of continuous service. This notice period will, as far as practicable, be concurrent with the 7- month retention period.
- Q5.16 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.

Q6 - Voluntary Redundancy

- Q6.1 Subject to subclause Q4.1 at the completion of the discussions in accordance with clause Q3 -, the head of service may invite employees to elect to be made voluntarily redundant under this clause.
- Q6.2 Where the head of service invites an employee to elect to be made voluntarily redundant, the employee will have a consideration period of a maximum of one 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 consideration period.
- Q6.3 To allow an employee to make an informed decision on whether to submit an election to be made voluntarily redundant, the head of service must provide the employee with advice on:
- Q6.3.1 the sums of money the employee would receive by way of severance pay, pay in lieu of notice, and paid up leave credits;
 - Q6.3.2 the career transition/development opportunities within the Agency.
- Q6.4 The officer should also seek independent advice on:
- Q6.4.1 the amount of accumulated superannuation contributions;
 - Q6.4.2 the options open to the employee concerning superannuation;
 - Q6.4.3 the taxation rules applicable to the various payments.
- Q6.5 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.
- Q6.6 Subject to subclause Q6.7, 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 five weeks if the employee is over 45 years old and has completed at least two years continuous service.
- Q6.7 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 subclause Q6.6, and the employee will be paid in lieu of salary for the unexpired portion of the notice period.

Severance Benefit

- Q6.8 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:
- Q6.8.1 A sum equal to two 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

Q6.8.2 26 weeks salary.

Q6.9 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.

Q6.10 For the purpose of calculating payment under subclause Q6.8:

Q6.10.1 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;

Q6.10.2 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";

Q6.10.3 the inclusion of other allowances, being allowances in the nature of salary, will be with the approval of the head of service.

Q7 - Retention Period for Excess Employee

Q7.1 An excess employee who does not accept voluntary redundancy is entitled to a seven month retention period.

Q7.2 The retention period will commence:

Q7.2.1 on the day the employee is advised in writing by the head of service that he or she is an excess officer; or

Q7.2.2 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.

Q7.3 At the end of the retention period, if the employee has not been redeployed, the employee will be offered a choice of:

Q7.3.1 a suitable vacant position at the employee's substantive level, to be transferred to in accordance with the PSM Act; or

Q7.3.2 Q7.3.2 retiring from the ACTPS with a severance payment which will be the equivalent to what the employee would have received had the employee accepted the voluntary redundancy, less the amount of salary that the employee received during the retention period.

Q7.4 To be transferred to a suitable position in accordance with subclause Q7.3.1 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.

Q8 - Reduction in Classification

Q8.1 Where efforts to redeploy at level have failed and where the employee has refused the offer of voluntary redundancy, the head of service with the agreement of the employee may reduce the officer in classification and place the employee in a specific position.

Q8.2 Reduction in classification is to occur in accordance with the PSM Act.

Q9 - Involuntary Retirement

- Q9.1 An excess employee may be made involuntarily redundant, subject to the terms of Section R.
- Q9.2 This clause applies to excess employees who are not:
- Q9.2.1 Retired with consent;
 - Q9.2.2 Redeployed to another position; or
 - Q9.2.3 Reduced in classification.
- Q9.3 An employee may be involuntarily retired if; during or after six months from the date the employee was declared excess, the employee:
- Q9.3.1 Does not accept a transfer in accordance with Section 92 of the PSM Act; or
 - Q9.3.2 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.
- Q9.4 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.
- Q9.5 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.
- Q9.6 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 five weeks if the employee is over 45 years old and has completed at least two years of continuous service. This notice period will, as far as practicable, be concurrent with the 7 month retention period.

Q10 - Income Maintenance Payment

- Q10.1 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.
- Q10.2 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.
- Q10.3 The income maintenance salary exists for the retention period or the balance of the retention period.
- Q10.4 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.
- Q10.5 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.
- Q10.6 All allowances in the nature of salary will be included in determining the income maintenance salary rate.

Q11 - Leave and Expenses to Seek Employment

- Q11.1 At any time after the employee has been advised under subclause Q4.2 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.
- Q11.2 The employee will be entitled to any reasonable fares and other incidental expenses if these are not met by the prospective head of service.

Q12 - Use of Sick Leave

- Q12.1 The use of personal 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.
- Q12.2 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.

Q13 - Appeals

- Q13.1 Without affecting his or her rights under the FW Act, an excess employee has the right under Section O to appeal any decision taken in relation to his or her eligibility for benefits under clauses Q6 - and Q9 - of this Section, the amount of such benefits, or the amount payable by way of income maintenance under clause Q10 -.
- Q13.2 An excess employee has the right under Section N to appeal against the giving, in accordance with clause Q9 -of this Section, of an involuntary notice of redundancy.

Q14 - Agreement Not To Prevent Other Action

- Q14.1 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.

Q15 - Re-engagement of Previously Retrenched employees

- Q15.1 Despite the PSM Act, employees who are involuntarily retired from the ACTPS can be engaged at any time by the head of service.
- Q15.2 Employees who elect to be made voluntarily redundant under clause Q5 - cannot be re- engaged by the ACTPS until a period has expired, which is equivalent in weeks and days to the termination payment received under Q6.8 or Q7.3.2, except with the written consent of the Head of Service (in person)

Section R Medically Unfit Staff

R1 - Transfer of Medically Unfit Staff

- R1.1 A medically unfit employee is an employee who is considered by the head of service, in accordance with paragraph (a) of sub-section 115 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.
- R1.2 Despite the provisions of Section 27 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 than 10%. For clarity this allows transfer between alternate classification streams, but does not allow for the transfer of an officer within the same classification stream e.g. a SOGB transfer to a SOGA.
- R1.3 An employee will not be redeployed in accordance with subclause R1.2 unless there is no suitable vacant position at the employee's substantive classification within ACTF&R or Directorate.

Section S OPERATIONAL MATTERS

S1 - Rosters

- S1.1 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.
- S1.2 The roster will comprise four shifts known as Platoons and identified as either A, B, C or D.
- S1.3 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.
- S1.4 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
A Platoon	D	D	N	N					D	D	N	N					D	D	N	N					D	D	N	N
Hours	48							48							48							48						
B Platoon	N	N					D	D	N	N					D	D	N	N						D	D	N	N	
Hours	38							38							48							48						
C Platoon					D	D	N	N					D	D	N	N					D	D	N	N				
Hours	34							34							38							38						
D Platoon			D	D	N	N					D	D	N	N					D	D	N	N					D	D
Hours	48							48							34							34						
A Platoon					D	D	N	N					D	D	N	N					D	D	N	N				
Hours	34							34							38							38						
B Platoon			D	D	N	N					D	D	N	N					D	D	N	N					D	D
Hours	48							48							34							34						
C Platoon	D	D	N	N					D	D	N	N					D	D	N	N					D	D	N	N
Hours	48							48							48							48						
D Platoon	N	N					D	D	N	N					D	D	N	N							D	D	N	N
Hours	38							38							48							48						

- S1.5 The following general conditions will apply:
- S1.5.1 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 D1.1.
- S1.5.2 The roster will not be changed during the life of this agreement without the agreement of the head of service and the UFU.
- S1.6 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.
- S1.7 Subject to the provision of subclause S1.6, every employee will be dismissed punctually from their rostered shift.
- S1.8 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 G2 - 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.

S2 - Filling of temporary vacancies

- S2.1 Temporary vacancies at Officer classifications (FB 6 to FB 8) will be filled by suitably qualified employees who have been found suitable and ranked according to subclause C13.5. The method for filling vacancies at these classifications will be as follows:
- S2.1.1 Spare or relieving staff; then
 - S2.1.2 Relieving in a higher position; otherwise
 - S2.1.3 Overtime.
- S2.2 Temporary vacancies at Fire fighter classifications (FB 2 to FB 5) will be filled as follows:
- S2.2.1 Spare or relieving employees; then
 - S2.2.2 Enhanced crewing as detailed at clause S6 -; otherwise
 - S2.2.3 Overtime

S3 - Part time roster

- S3.1 Employees on part time work arrangements will work one of the two roster lines at S3.4.
- S3.2 The minimum rostered hours in an eight week cycle will be 192 hours.
- S3.3 The roster will not be changed during the life of this agreement without the agreement of the head of service and the UFU.
- S3.4 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
Roster 1	N	N							D	D					N	N							D	D				
hours	28							20							28							20						
Roster 2		D	D					N	N							D	D					N	N					
hours	20							28							20							28						
Roster 1	N	N							D	D					N	N							D	D				
hours	28							20							28							20						
Roster 2		D	D					N	N							D	D					N	N					
hours	20							28							20							28						

S4 - ACTF&R Establishment

- S4.1 Consistent with the Chief Officer's responsibilities under the Emergencies Act 2004 and for reasons including employee health, safety and welfare, the staffing ratios, locations, appliances and levels as set out in Schedule 1 will be maintained with effect from the dates shown as a minimum for the life of the agreement, with the exception that the Chief Officer may temporarily deploy resources to other work locations based on emergency operational or other urgent needs. Accordingly, ACTF&R will employ at all times:
- S4.1.1 the following minimum numbers of employees each shift in accordance with the Chart in Schedule 1 as at the following dates:
 - S4.1.1 (a) by 31 December 2020: 56;
 - S4.1.1 (b) by 31 December 2021: 60; and

S4.1.1 (c) by 31 December 2023: 64.

S4.1.2 the number and rank of employees allocated to the number and rank of firefighting positions at all given stations in accordance with the Chart in Schedule 1;

S4.1.3 the number and rank of employees allocated to any other position referred to in the chart in Schedule 1;

S4.1.4 at least one of the employees shown in Schedule 1 rostered for duty at any time shall be a USAR 2 operator.

In the event that ComCen reform is able to be completed in accordance with the provisions of clause S7 the numbers referred to in subclauses S4.1.1 a, b and c above shall be inclusive of two ESA Communications Officers.

S4.2 Further, the head of service will not make any employee redundant, either by targeted or voluntary redundancy.

S4.3 The parties acknowledge the need to increase fire-fighting resources as the population of the ACT and the size and complexity of the Built up area increases. The parties will work with Government to respond to changes to community and firefighter safety requirements with regard to this matter.

Senior Management

S4.4 The parties acknowledge the significance for employees and for firefighting operations of the occupancy of senior operational management positions by experienced firefighters. These positions require practical, tactical, strategic, leadership and supervisory elements exercised by senior and experienced firefighters. Such positions include:

S4.4.1 Community and fire safety, including responsibility for the provision of advice regarding fire safety in the built environment, installed fire protection in buildings as well as risk management in relation to community and special events;

S4.4.2 Training and staff development, including responsibility for ACTF&R employee skills development against a background of knowledge transfer drawn from operational experience, as well as the delivery of recruit training and officer development programs;

S4.4.3 Specialised operations, including responsibility for the operational implementation of technical rescue, Urban Search & Rescue, Chemical, Biological, Radiological and Nuclear response capability, Hazardous Material response, breathing apparatus servicing and the procurement and maintenance of technical equipment;

S4.4.4 Operational capability support and logistics, including responsibility for the maintenance and effective delivery of ACTF&R capability (specifically the coordination of skills maintenance training, personal protective equipment and clothing, incident management and operational fleet procurement); and

S4.4.5 Operations management, including responsibility for the delivery of front- line operational services and the efficient rostering of staff.

S4.5 The parties agree that these positions and the associated responsibilities are best undertaken by experienced firefighters who by reason of their experience and expertise can generate the confidence of employees in their exposure to inherently dangerous and challenging work environments, and develop and maintain a safety culture within ACTF&R.

Additional Staffing

S4.6 The parties are committed to protecting employee health, safety and welfare and agree that a growth in staffing levels is needed.

- S4.7 During the life of this agreement, the current staffing ratios, locations and levels will be increased consistent with Schedule 1. Having reviewed the number and frequency of firefighter attendance at emergency calls throughout the ACT, and having regard to other relevant factors including population growth and increased risk factors, and to ensure the appropriate level of fire cover for the community, the Chief Officer has determined that additional employees are required as specified in subclause S4.8.
- S4.8 ACTF&R will employ an additional 86 career firefighters on the 10/14 roster and, subject to subclause S4.6 and clause S7 -, an additional 12 ESA Communications Officers by the end of this Agreement.
- S4.9 ACTF&R will conduct a minimum of two community based recruit training courses per year, or a greater number of recruit training courses to be agreed between the UFU and ACTF&R to train the new recruits to give effect to subclause S4.8. Neither party will unreasonably withhold agreement for a greater number of recruit training courses per year. If no agreement can be reached then variation will be determined in accordance with the Dispute Settlement Procedure.
- S4.10 Each recruit training course will train a minimum of 16 recruits, or a greater number to be agreed between the UFU and ACTF&R. Neither party will unreasonably withhold agreement to a greater number of recruits per course.
- S4.11 In addition, ACTF&R and the UFU agree to explore the possibility of holding additional lateral recruitment courses. Recruit training courses will continue to be run in accordance with this agreement until the additional firefighters have been employed.
- S4.12 At the conclusion of each recruit training course or as otherwise agreed between ACTF&R and the UFU, ACTF&R will deploy all qualified recruit firefighters consistent with Schedule 1.
- S4.13 In the event that ACTF&R has not been able to employ the additional 86 career firefighters on the 10/14 roster in accordance with subclause S4.8, by the nominal expiry date of the agreement, ACTF&R undertakes to continue employing firefighters and conducting recruit courses in accordance with subclauses S4.9, S4.10, S4.11 and S4.12 until such time as the figure of 86 additional firefighters in subclause S4.8 is reached.

Bushfire Enhanced Crewing

- S4.14 Schedule 1 provides that, as a default, the following appliances are cross crewed: S4.14.1 Tankers;
- S4.14.1 Compressed Air Foam System (CAFS) appliances.
- S4.15 Noting that the acquisition of the CAFS appliances to complement urban pumpers and bushfire tankers in the urban-rural interface was recommended by the McLeod Inquiry the parties agree that additional crewing to that set out in Schedule 1 will be required on days of elevated fire danger.
- S4.16 The circumstances under which additional crewing is required is set out in the ACTF&R Bushfire and Storm Enhanced Crewing Policy, which is currently agreed between the parties. In the event that a change is sought to this policy by either party, the parties will attempt to reach agreement. In the event that agreement cannot be reached either party may use the Dispute Resolution Procedure.

Appliance Availability

- S4.17 In the event that there is no Major Aerial Appliance in commission, the Chief Officer shall forthwith make arrangements to recall an additional Station Officer and firefighter to enhance the Major Aerial Crew as an additional pumper crew, to increase the weight of attack in the event of a fire.

Day Work

- S4.18 The parties have agreed that, in addition to the numbers set out in Schedule 1, a cohort of firefighters shall be engaged on daywork under the direction and control of the senior management described in subclause S4.4. The numbers, identities and functions of those firefighters are described in the document “ Operational Daywork Increase” provided by the ACT Government to the UFU prior to the access period for this Agreement in 2020. The agreed document is incorporated into and forms part of this Agreement, and may be varied by agreement of the parties.
- S4.19 Notwithstanding the day work establishment set out in subclause S4.18 the Chief Officer may deploy day work staff to fill frontline positions to ensure appliances remain operational during periods of staff shortages where staff are unavailable for recall, or to provide surge capability where required.

S5 - Fatigue Management

- S5.1 ACTF&R is committed to achieving the appropriate balance between work and personal life and to minimising the extent to which excessive hours are worked.
- S5.2 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.
- S5.3 No employee will be permitted to work more than two consecutive shifts without a break of eight 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.
- S5.4 Employees on night duty will be permitted, between the hours of 10.00 pm to 6.00 am to recline and sleep, provided that:
- S5.4.1 They have no work to perform.
 - S5.4.2 Their protective clothing and equipment is arranged in a manner that causes the minimum delay in responding on receipt of a fire call.
 - S5.4.3 Sufficient beds, mattresses and covers will be supplied at each station to accommodate the employees rostered on night shift at each station.
 - S5.4.4 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.
 - S5.4.5 Employees will be responsible for the cleanliness of bedding used by them.
- S5.5 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.
- S5.6 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.

S6 - Enhanced Crewing Arrangements

- S6.1 The head of service may enhance the crewing arrangements with one FB 6 and one firefighter, where required for the following specialised vehicles:
- S6.1.1 Breathing Apparatus Support Appliance
 - S6.1.2 Aerial appliance;

- S6.1.3 Individual Tankers.
- S6.2 Other ACTF&R support vehicles may be staffed by an FB 6 or a firefighter.
- S6.3 The ACTF&R may at times of high risk utilise employees on day work to crew additional vehicles, i.e.:
- S6.3.1 Off Road Rescue;
- S6.3.2 Tankers;
- S6.3.3 Light Units;
- S6.3.4 ACTF&R Support Vehicles; and
- S6.3.5 Additional Pumpers (with a Pumper Crew).
- S6.4 All employees utilised in enhanced crewing must be appropriately qualified and current in their skill.

S7 - Communications Centre (ComCen)

- S7.1 The ACTF&R component of ComCen shall be referred to as “Fire and Rescue Command” (“ACTF&R Command”).
- S7.2 On each operational shift, ACTF&R shall maintain a minimum crewing of personnel in ACTF&R Command at each respective transition phase and subject to the timing set out below:

Phase	Timing	Minimum Crewing
1	On commencement of this Agreement	1 ComCen Station Officer; and 3 ComCen Operators; on each operational shift
2	Upon appointment of ESA Communications Officers and following the commencement of their training.	In addition to the above: 1 ESA Communications Officer for orientation purposes from time to time.
3	Upon completion of training and orientation of ESA Communications officers	1 ComCen Station Officer; 2 ComCen Operators; and 2 ESA Communications Officers for mentoring purposes; on each operational shift.

3b	Upon completion of mentoring until completion of the "Post Transition Review"	1 ComCen Station Officer; 2 ComCen Operators; and 2 ESA Communications officers on each operational shift.
4	Following completion of the "Post Transition Review"	1 ComCen Station Officer C; 1 ComCen Operator; 2 ESA Communications Officers; on each operational shift.

- S7.3 On days of high fire danger or storm activity the minimum crewing will be enhanced by adding an additional Operator (or Operators) in accordance with the policy described in subclause S4.16 above.
- S7.4 Communications Officers are initially covered by the ACTPS Technical and Other Professionals Enterprise Agreement 2018-2021 and classified Technical Officer Level 1
- S7.5 In the event that the ESA is unable to employ sufficient numbers of ESA Communications Officers to support the staffing levels set out in S7.2 (above), ESA Communications Officer positions shall be filled by ComCen Operators. To enable this to occur, the head of service shall at all times ensure that a minimum of 20 ComCen Station Officers and 32 ComCen Operators (through phases 1 to 3b) inclusive and 24 Comcen Operators (at Phase 4) are employed and trained.
- S7.6 Suitably qualified urban firefighters and/or officers who possess current competence, or such other suitably qualified experts as agreed, shall train ESA Communications Officers. The training to be delivered shall be through a course equivalent to the 12 week training course provided to Queensland Fire and Emergency Services Communications Operators. ACTF&R employees will not train any ESA Communications Officers until this training course is developed and agreed between the ESA and UFU.
- S7.7 ComCen Station Officers and ComCen Operators will, following the training described above in subclause S7.6, provide guidance, supervision and direction to ESA Communications Officers, during an agreed mentoring period.
- S7.8 The ComCen Station Officer will report to the ESA Communications Duty Officer for the purposes of overall co-ordination of the ComCen and will report to the relevant Commander for all ACTF&R operational matters.
- S7.9 ComCen Station Officers relieving in the ESA Communications Duty Officer position in circumstances other than those that attract the ComCen Supervisor allowance in Annex C shall be remunerated as FB 7 employees.
- S7.10 ACTF&R Command will remain available as a work option for firefighters and station officers, who, by reason of any of the following, are unable to perform the full range of firefighting duties:
- S7.10.1 injury or illness, whether work related or not;
 - S7.10.2 restricted duties arising from workers' compensation or return to work;
 - S7.10.3 pregnancy or return to work following parental leave.

Governance

- S7.11 The Workplace Consultative Committee (WCC) established under this Agreement shall continue, and its terms of reference amended and agreed to charge it with oversight of the implementation of this clause.

- S7.12 The WCC shall conduct a “Post Implementation Review” upon completion of the mentoring set out in the table in subclause S7.2. The purpose of the review is to establish to the satisfaction of the ESA and UFU that:
- S7.12.1 the transition process has taken place successfully;
 - S7.12.2 ACTF&R Command is functioning efficiently and effectively; and
 - S7.12.3 the minimum crewing can be changed to that set out at Phase 4 of the table in subclause S7.2 without compromising firefighter or community safety;

Dispute Resolution

- S7.13 In the event that the parties are unable to agree on the items in S7.12 within a reasonable timeframe, either party may use the disputes procedure set out in clause P3 -.

S8 - Uniform and Protective Clothing

- S8.1 The head of service and the UFU have jointly developed and agreed upon a list and number of items of standard articles of uniform, protective clothing and other kit to be issued to employees (the Agreed Uniform and Protective Clothing List). The Agreed Uniform and Protective Clothing List forms part of and is incorporated into this Agreement. The Agreed Uniform and Protective Clothing List may be varied by agreement of the parties.
- S8.2 The head of service will issue to each employee on commencement with the service all standard articles of uniform, protective clothing and other items of kit in accordance with the Agreed Uniform and Protective Clothing List.
- S8.3 Items of uniform, protective clothing and other kit will be replaced or re-issued by the head of service, to an employee in the following circumstances:
- S8.3.1 the item is returned by the employee to the employer;
 - S8.3.2 where the item is unable to be returned and a report as to why the item is unable to be returned by the employee has been accepted by the head of service;
 - S8.3.3 it has been agreed by the UFU and the head of service that a particular item will be replaced or has been superseded and will be replaced by a newer or alternative item; or
 - S8.3.4 as otherwise agreed by the UFU and the head of service.
- S8.4 The head of service will be responsible for the dry cleaning and/or laundering of all issued clothing.
- S8.5 The head of service will ensure that at each work location there are appropriate means of storage of personal protective clothing that:
- S8.5.1 minimises damage to the item; and
 - S8.5.2 is in accordance with the manufacturer’s instructions;
- so as to ensure maintenance of the effectiveness of those items in protecting firefighter health and safety.

S9 - Amenities

- S9.1 The parties agree that the primary objective of fire station construction, renovation and refurbishment is to bring about material improvements to:
- S9.1.1 firefighter health and safety.
 - S9.1.2 functionality;
 - S9.1.3 amenity and liveability.

Design Principles

- S9.2 In pursuit of the primary objective, the parties agree to abide by the following design principles in all matters associated with fire station construction, renovation and refurbishment, including but not limited to, design, modification and construction:
- S9.2.1 the design will facilitate safe operation of the station, including eliminating risks to the health and safety of staff and visitors as far as reasonably practicable;
 - S9.2.2 the amenities at the station will adequately reflect the role and scope of ACTF&R, as well as maintaining privacy and personal dignity for staff;
 - S9.2.3 there will be sufficient recline rooms for all staff members working on each shift, each having a specified minimum area and containing a single bed with a desk beside the bed, with recline room doors fitted with a locking device;
 - S9.2.4 there will be a specified number of toilets according to the number of staff working on each shift, hand basins and showers available in the station, located as close as practicable to the recline rooms, with separate toilets and showers for male and female staff;
 - S9.2.5 personal lockers for each staff member will be located as close as practicable to the recline rooms and the toilet/showers, with personal lockers able to be located in the recline rooms;
 - S9.2.6 there will be a kitchen and dining area of sufficient capacity for on-shift staff, with lockers for personal and shift food and kitchen items;
 - S9.2.7 there will be a training/multi-purpose room with the necessary audio-visual equipment;
 - S9.2.8 there will be an office with computer and the necessary filing/storage areas;
 - S9.2.9 there will be an area with computers for staff to undertake study;
 - S9.2.10 there will be adequate separation between the engine bays and the clean area of the station, which can be achieved through the installation of an air lock between the engine bays and clean area;
 - S9.2.11 a transition room will be located between the engine bay and the clean area of the fire station. The transition area will incorporate sufficient area to store each on-shift member's PPC, as well as showers and a toilet;
 - S9.2.12 the gymnasium equipment is to be housed in a dedicated room of sufficient area for firefighters to use the equipment safely;
 - S9.2.13 the fire station should be configured so that appliances can be driven into the engine bays from the rear;
 - S9.2.14 the exhaust system installed in the engine bay will ventilate diesel exhaust fumes from the appliances within specified time frames

Application of Design Principles

- S9.3 The employer will use its best endeavours to conform with the design principles when fire stations are constructed, renovated or refurbished.
- S9.4 If it is proposed that construction, renovation or refurbishment of a fire station may in particular circumstances depart from the strict application of the design principles (for example where this is necessitated by the constraints inherent in a particular site or property), the parties agree that the approach to be used is the employer in consultation with the UFU will:
- S9.4.1 identify all of the works required to be undertaken to meet the features of the design principles;

- S9.4.2 consider on balance whether meeting the features of the design principles is achievable within the constraints of the property in question, including consideration of any exceptions to the application of the design principles.
- S9.4.3 determine whether construction, reconstruction or refurbishment should proceed at that location.
- S9.5 The head of service will consult with the UFU prior to staff being deployed to work locations that have been constructed, renovated or refurbished, including temporary premises.

User Requirement Briefs

- S9.6 An appropriate user requirements brief will be developed by head of service in consultation with the UFU for each new construction, renovation or refurbishment.

S10 - Refreshments

- S10.1 Appropriate refreshments will be provided for employees attending emergency calls, drills, watching duties and fire duties where the duration is expected to exceed two hours.
- S10.2 Where such duties coincide with a meal period detailed in subclause E7.1, an appropriate meal will be more substantial than a snack.
- S10.3 It is the responsibility of the senior officer on scene to organise refreshments in accordance with subclause S10.1.
- S10.4 Where refreshments cannot be provided affected employees will be entitled to an overtime meal allowance in accordance with clause E6 - of this Agreement. Employees may waive the entitlement to a meal by signing and dating appropriate written records in the appropriate officers' notebook.

S11 - Rotation Policy

- S11.1 The head of service and UFU will review the current rotation policy for the purposes of administering fair and equitable rotation processes in the ACTF&R. In developing this policy the following will be considered:
 - S11.1.1 A general framework under which rotation of employees will occur;
 - S11.1.2 ACTF&R operational requirements;
 - S11.1.3 Skills and knowledge development of employees;
 - S11.1.4 Leave management;
 - S11.1.5 Work and life balance including family responsibilities;
 - S11.1.6 Occupational health and safety; and
 - S11.1.7 The employee's travel arrangements

S12 - Mandatory qualifications and training

- S12.1 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.
- S12.2 All employees must be annually assessed as competent in each of the following:
 - S12.2.1 provision of advanced first aid;
 - S12.2.2 wearing of breathing apparatus.
- S12.3 All employees must be assessed as competent in each of the following at least every three years:

- S12.3.1 driving and operating ESA/ACTF&R appliances and vehicles;
- S12.3.2 chainsaw operations;
- S12.3.3 confined space rescue;
- S12.3.4 HazMat/Dangerous Substances;
- S12.3.5 Pumping;
- S12.3.6 Stage 2 Rescue;
- S12.3.7 Stage 3 Rescue;
- S12.3.8 structural firefighting;
- S12.3.9 swiftwater awareness;
- S12.3.10 Trench Rescue 1;
- S12.3.11 USAR category 1;
- S12.3.12 Vertical Rescue 1;
- S12.3.13 Wildfire.
- S12.4 Employees who hold the following skills or qualifications must be assessed as competent in each of the following at least every three years:
 - S12.4.1 HazMat Level 2;
 - S12.4.2 Vertical Rescue 2;
 - S12.4.3 USAR Level 2;
 - S12.4.4 CAFS Level 2;
 - S12.4.5 Hydraulic Platform;
 - S12.4.6 Aerial Pumper;
 - S12.4.7 ComCen Operator;
 - S12.4.8 Forklift Operator;
 - S12.4.9 Swiftwater Technician;
 - S12.4.10 Platform on Demand Operator.
- S12.5 The method of assessment to be used in relation to subclauses S12.2, S12.3 and S12.4 shall be agreed between the head of service and the UFU.
- S12.6 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.
- S12.7 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 L.
- S12.8 Employees will be given training, guidance and opportunities necessary to assist them in gaining the competencies and qualifications required under this clause.
- S12.9 Where any employee is unable to maintain a mandatory qualification due to a medical condition, the procedures outlined in Section R apply.
- S12.10 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.

S13 - Career progression and opportunities

- S13.1 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 service's time.
- S13.2 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.
- S13.3 Where training meets or exceeds nationally accredited training standards e.g. the Public Safety Training Package (PSTP), 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.
- S13.4 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.
- S13.5 Where possible, training delivery roles will be rotated to give employees opportunities to deliver training as part of their professional development.
- S13.6 All training and development opportunities, including day work opportunities, will be openly advertised to all ACTF&R employees by email or Staff Minute. Selection for opportunities will be based on eligibility, merit and organisational requirements.

Assessment

- S13.7 Assessments and the learning materials for assessments (including for advancement and promotions) will be based on and reflect current work practice in ACTF&R. Wherever possible, assessments will be competency based and meet or exceed the learning outcomes of nationally accredited standards.
- S13.8 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.
- S13.9 Wherever possible, all assessment is to be undertaken by a qualified workplace assessor in the task to be assessed.
- S13.10 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.
- S13.11 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.
- S13.12 Employees who do not currently possess the requisite qualification for their classification will be encouraged and supported by ACTF&R through the performance development process, to attain the qualification.

Relinquishing Skills

- S13.13 Firefighters who hold a specialist skill or qualification can relinquish such skill at their discretion, subject to ACTF&R operational requirements and following timeframes;
- S13.13.1 The passage of the minimum hold time specified in the Staff minute which sought their expression of interest to hold that skill; or
- S13.13.2 If no minimum hold time was specified in the Staff Minute referred to in (a) above, upon completion of two years' service following:
- S13.13.2 (a) acquisition of the skill; or
- S13.13.2 (b) assessment in accordance with clause S12 - .

S14 - Qualification allowance

- S14.1 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 C2 -.
- S14.2 The process described at clause C2 - 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.
- S14.3 Employees at the FB 5 and FB 6 level currently in receipt of the qualification allowance will maintain their allowance until promoted, but will be required to participate in the process described at C2 - to be eligible for promotion and relieving.
- S14.4 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:
- S14.4.1 approval as a full-time or part-time student;
- S14.4.2 travel to and from study activities;
- S14.4.3 study leave; and/or
- S14.4.4 financial assistance.

DICTIONARY

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

ACTF&R means ACT Fire and Rescue

ACTF&R Command means the ACTF&R component of ComCen

ACTPS means the Sector established by the PSM Act.

Advancement means progression through fire fighter ranks FB1 to FB5.

Agreement means the ACT Public Sector ACT Fire and Rescue Enterprise Agreement 2020-2024 and includes all Annexes and Schedules.

Agency means the ACT Justice and Community Safety Directorate.

Appeal Panel means the panel established under the provisions at Section N or Section O.

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

Carer means an employee who provides in addition to the employee's 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 a physical or mental illness or a disability.

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

Child includes children in the case of multiple births.

ComCen means the Communication Centre of the Emergency Services Agency

Consultation means the full, meaningful and frank discussion of issued/proposals and the consideration parties' views, 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 in ACTF&R activities other than operational rostered shift work.

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

Director-General means a person engaged under Sections 31(2) of the PSM Act as the Director-General of the Directorate and includes a person who exercises head of service powers in relation to the appointment, engagement and employment of staff in a government agency in accordance with the PSM Act or other Territory law, but only in relation to staff of that government agency.

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 or engaged under the PSM Act in a classification set out in Annex A.

Employee relieving means any employee serving at a workplace other than that to which they are permanently attached.

Employee Representative means any 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.

ESA Communications Duty Officer means the Agency's 24/7 Duty Supervisor responsible for the coordination and supervision of the E000 communications centre

Family Violence is as defined under the Family Violence Act (ACT) 2016.

Firefighter means an employee at the classification of FB 1 to FB 5.

FW Act means the Fair Work Act 2009.

FWC means Fair Work Commission.

FW Regulations mean the Fair Work Regulations 2009.

Head of Service means a person engaged under Sections 31(1) of the PSM Act as the head of service for the ACT Public Service.

head of service means a person engaged under Sections 31(1) of the PSM Act as the head of service for the ACT Public Service or a person who exercises Head of Service powers, by delegation or otherwise in relation to the appointment, engagement and employment of staff in a government agency in accordance with the PSM Act or other Territory law, but only in relation to staff of that government agency.

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 person who is:

- (a) a domestic partner (including a former domestic partner); or
- (b) a child or an adult child, parent, grandparent, grandchild or sibling of the employee or domestic partner of the employee; or
- (c) a person related to the employee by Aboriginal and/or Torres Strait Islander kinship structures; or
- (d) a child who is the subject of a permanent caring arrangement; or
- (e) an adopted child.

'Immediate family' includes adopted, step-, fostered or ex-nuptial immediate family where these circumstances exist. Additionally, the head of service may consider that the definition of 'immediate

family' be extended for a particular decision involving an employee where exceptional circumstances exist. This might include other close family members or an employee who lives alone and has no-one to nominate as 'immediate family', may nominate one person, in similar circumstances, for the purpose of caring responsibilities.

Lateral entry means Urban Career firefighters who have successfully completed a formal training college with and urban fire service and who have performed similar tasks and functions as firefighters in ACTF&R.

LCC means ACTF&R Local Consultative Committee established under this Agreement.

National Employment Standards (NES) means Part 2-2 of the *Fair Work Act 2009* (Cth), as amended from time to time.

Officer means an ACTF&R employee at or above the classification of FB 6.

Permanent Caring Responsibility means an out of home care placement for a child until the child turns eighteen as defined by the Children and Young People Act 2008.

Primary Care Giver is a person who is the primary carer of a child in the person's reference period if the child is in the person's care in that period and the person meets the child's physical needs more than anyone else in that period.

Prior Service with the NSW Fire Brigade, for the purpose of compiling credits for long service leave and personal leave, will be taken to be service with the ACTF&R 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 Act means the Public Sector Management Act 1994 as varied or replaced.

PSM Standards means the Public Sector Management Standards made under the PSM Act as varied or replaced.

Public Sector Standards Commissioner means a person appointed under Section 142 of the PSM Act.

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

Recreation Leave means discretionary leave.

Registered Health Professional means a health professional registered, or licensed, as a health professional (or as a health professional of a particular type) under a law of a State or Territory that provides for the registration or licensing of health professionals (or health professionals of that type).

Registered Medical Practitioner means a person registered or licensed as a medical practitioner under a law of a state or territory that provides for the registration or licensing of medical practitioners.

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 ACTF&R.

Rostered Day Off (RDO) means any one or more days rostered off duty without pay.

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

Short Term Care means an out of home care placement for a child of up to two years duration as defined by the Children and Young People Act 2008.

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 covered by this Agreement.

WCC means the ACTF&R Workplace Consultative Committee established under this Agreement.

Schedule 1

ACTF&R Minimum Crewing and Appliances (10/14 Roster)

		ACT Fire and Rescue Minimum Crewing and Appliances													
		10 14 roster													
		1	2	3	4	5	6	7	8	9	10 (city) Completion end 2021	11 (Mobirolo) completion end 2023	Forrest	ComCen	ComCen post change (subject to CI, S7)
Station															
Pumper	FB 6	1	1								1				
	FB2 +	2	2								2				
	FB2 (probationary) +	1	1								1				
Pumper or Tanker	FB 6					1	1								
	FB2 +					2	2								
	FB2 (probationary) +					1	1								
Pumper or CAFS 2 firefighters require 4X4 qualifications	FB 6 (CAFS 2)								1	1		1			
	FB 2 + (CAFS 2)								2	2		2			
	FB2 (probationary) +								1	1		1			
Heavy Rescue Pumper	FB 6 (Stage 3 or above)			1	1										
	FB 4 (Stage 3 or above)			1	1										
	FB 3 (Stage 2 or above) +			1	1										
	FB2 (probationary) +			1	1										
Heavy Rescue Pumper / Vertical or Offroad Rescue (2 firefighters require Vertical 2 & 4x4 qualifications)	FB 6 (Stage 3 or above + vertical 2)							1							
	FB 4 (Stage 3 or above)							1							
	FB 3 (Stage 2 or above) +							1							
	FB2														
Aerial Pumper	FB2 (probationary) +							1							
	FB 6 (Aerial)				1										
	FB 3 (Aerial) +				2										
	FB 2														
Major aerial	FB2 (probationary) +				1										
	FB 3 (Aerial) +	2		Redeploy from 1											
Breathing Apparatus Van	FB 3 (BA Support) +		2												
HAZMAT	FB 6 (HAZMAT / CBR)	1													
	FB 3+ (HAZMAT / CBR)	2													
	FB 2 (probationary) +	1													
Commander Vehicle	FB 7				1								1		
Logistics 35	FB2 +	1													
POD Truck 40	FB 3+	1													
POD Truck 41	FB 3+														
Toss 85															
No vehicle	FB 6													1	1
	FB 5+														
	FB 4+														1
	FB3+													3	
Key	Existing														
	New														
	Changed location														
	Contingent on Comcen Changes														

Schedule 1 Crewing Summary

Minimum numbers per shift		Start	By end 2023			
FB 7		2	2			
FB 6		11	14			
FB 2 to 5		39	48			
Total Core		52	64			
Minimum numbers per platoon						
FB 7 (plus relief shown below)		2	2			
FB 6		17	22			
FB 2 to 5		58	77			
Total 10 14 roster per platoon		77	101			
In addition to the above, the FB 7 relief roster shall increase from 4 FB7 to 5 FB7 (inclusive of the "Operations Relief and Projects" position by December 31 2021						
Total 10 14 roster		310	409			
Employees relieving		On commencement		By end 2023		
		Per Platoon	Total	Per Platoon	Total	
FB 7			2		4	
FB 6		6	24	8	32	
FB 2 to 5		19	76	29	116	
Total Employees relieving 10 14 roster		25	102	37	152	
Note: The Day Work position referred to as FB7 Operations Relief and Projects shall be available to supplement the relief numbers shown above. In addition, the FB7 relief roster will include any additional FB7 employees on part time working arrangements.						

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	Pay Rates as at 6.4.2017	2.25% from 5/10/2017	0.5% from 14/6/2018	1.35% from 13/12/2018	1.35% from 13/6/2019	1.35% from 12/12/2019	1.35% from 11/6/2020	1.35% from 10/12/2020	1.35% from 10/6/2021
FB1 - Fire Fighter Fourth Class In Training	\$69,301	\$70,860	\$71,214	\$72,175	\$73,149	\$74,137	\$75,138	\$76,152	\$77,180
FB2 - Fire Fighter Third Class	\$74,614	\$76,293	\$76,674	\$77,709	\$78,758	\$79,821	\$80,899	\$81,991	\$83,098
FB3 - Fire Fighter Second Class	\$78,422	\$80,186	\$80,587	\$81,675	\$82,778	\$83,896	\$85,029	\$86,177	\$87,340
FB4 - Fire Fighter First Class A	\$85,273	\$87,192	\$87,628	\$88,811	\$90,010	\$91,225	\$92,457	\$93,705	\$94,970
FB5 - Senior Fire Fighter	\$89,841	\$91,862	\$92,321	\$93,567	\$94,830	\$96,110	\$97,407	\$98,722	\$100,055
FB6 - Station Officer	\$102,025	\$104,321	\$104,843	\$106,258	\$107,692	\$109,146	\$110,619	\$112,112	\$113,626
FB7 - Commander	\$121,534	\$124,269	\$124,890	\$126,576	\$128,285	\$130,017	\$131,772	\$133,551	\$135,354
FB8 – Superintendent	\$140,613	\$143,777	\$144,496	\$146,447	\$148,424	\$150,428	\$152,459	\$154,517	\$156,603

CLASSIFICATION	1.35% from	1.35% from	1% from	Difference between 1% paid in December and \$1,750 paid under Admin EA in January		1% from	\$1,750 from
	9/12/2021	9/6/2022	8/12/2022	See note below	5/1/2023	8/6/2023	7/12/2023
FB1 - Fire Fighter Fourth Class In Training	\$78,222	\$79,278	\$80,071	\$957	\$81,028	\$81,838	\$83,588
FB2 - Fire Fighter Third Class	\$84,220	\$85,357	\$86,211	\$896	\$87,107	\$87,978	\$89,728
FB3 - Fire Fighter Second Class	\$88,519	\$89,714	\$90,611	\$853	\$91,464	\$92,379	\$94,129
FB4 - Fire Fighter First Class A	\$96,252	\$97,551	\$98,527	\$774	\$99,301	\$100,294	\$102,044
FB5 - Senior Fire Fighter	\$101,406	\$102,775	\$103,803	\$722	\$104,525	\$105,570	\$107,320
FB6 - Station Officer	\$115,160	\$116,715	\$117,882	\$583	\$118,465	\$119,650	\$121,400
FB7 - Commander	\$137,181	\$139,033	\$140,423	\$360	\$140,783	\$142,191	\$143,941
FB8 – Superintendent	\$158,717	\$160,860	\$162,469	\$141	\$162,610	\$164,236	\$165,986

*NOTE: To ensure a no-win/no-loss outcome when comparing the increases provided under the original ACTF&R Enterprise Agreement 2020-2024 to those applied in the ACT Public Sector Administrative and Related Classifications Enterprise Agreement 2021-2022 and its subsequent replacement ACT Public Sector Administrative and Related Classifications Enterprise Agreement 2023-2026, the figures applicable from 5/1/23 reflect the higher amount (\$1,750) that would have been payable.

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. 3rd Class Firefighter (FB2)

A 3rd 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. 2nd Class Firefighter (FB3)

A 2nd Class Firefighter (FB3) is an employee who:

- (a) has completed 2 years' satisfactory service as a firefighter;
- (b) has achieved the required competencies and Fire Service specific training to enable him or her 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 3rd 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. 1st Class Firefighter (FB4)

A 1st Class Firefighter (FB4) is an employee who:

- (a) has completed 1 years' satisfactory service at 2nd 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 1st 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:

- (a) has been employed at the Commander (FB7) level;
- (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 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

1. Introduction

- 1.1. This Section sets out the Framework that applies to individual Attraction and Retention Incentives (ARIns) and to ARIns for groups of employees performing an identical function at the same classification level within a Directorate.
- 1.2. This Framework does not apply to casual employees.
- 1.3. Notwithstanding the below provisions of the Framework it is a matter for the Director-General's discretion (in consultation with the Head of Service) as to whether an ARIn will be applied to an employee in a position.
- 1.4. In assessing whether an ARIn should be applied to an employee in a position, the Director-General will give particular consideration to the consequences the provision of the ARIn may have on the Territory's ability to recruit and/or retain employees to Executive positions.
- 1.5. In this Framework, a reference to position, employee, occupant or union includes positions, employees, occupants or unions.
- 1.6. 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:
 - 1.6.1. the terms and conditions contained in this Agreement; and
 - 1.6.2. the terms and conditions contained in the ARIn.
- 1.7. 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.

2. Scope of an Attraction and Retention Incentive

- 2.1. An ARIn may contain:
 - 2.1.1. enhanced pay rates;
 - 2.1.2. provision for privately plated vehicles where the Director-General considers there is a clear, unambiguous and exceptional need;
 - 2.1.3. other terms and conditions of employment where the Director-General considers there is a clear, unambiguous and exceptional need.
- 2.2. The rates of pay component of an ARIn will count 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 birth 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 proportionately.
- 2.3. Normal incremental advancement and pay increase percentages will continue to apply in relation to the base rate of pay of the employee in receipt of an ARIn. Pay increase percentages will not apply to the pay component of an ARIn.
- 2.4. The pay component of an ARIn is payable by fortnightly instalment.
- 2.5. Notwithstanding paragraph 2.4, an ARIn may provide for the pay component, or part thereof, to be paid as a lump sum, subject to the pay component not being directly linked to performance.

2.6. The terms of the ARIn must contain provisions:

- 2.6.1. setting out the expiry date, or expected expiry date, of the ARIn;
- 2.6.2. setting out the level of the employee's base rate of pay;
- 2.6.3. 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;
- 2.6.4. stating whether or not the pay component in the ARIn (if any) reduces (or increases) proportionately on a pro-rata basis where the employee in the position to which the ARIn applies reduces (or increases) their working hours;
- 2.6.5. 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
- 2.6.6. containing the terms of this Framework.

3. Approval

3.1. An ARIn may only be agreed and approved in accordance with this Framework.

3.2. The Director-General may approve an ARIn for:

- 3.2.1. a specific project, provided the term of the ARIn is no longer than 24 months (a "Project ARIn"). A Project ARIn cannot be renewed and will cease on the date specified in the ARIn for cessation of the position's involvement in the project, or the date of completion of the project, whichever date is the earlier. The review provisions at paragraph 7.1 will not apply to Project ARIns; or
- 3.2.2. a specified period of less than 12 months (a "Fixed Term ARIn"). A Fixed Term ARIn cannot be varied, extended or renewed, and will automatically cease on its specified expiry date. The review provisions at paragraph 7.1 will not apply to Fixed Term ARIns; or
- 3.2.3. a specified period of 12 months (a "Renewable ARIn"). A Renewable ARIn may be renewed for a further 12 months on a maximum of two occasions, and must be reviewed in accordance with paragraph 7.1; or
- 3.2.4. a group of positions and employees performing identical functions at the same classification level, in accordance with paragraph 4.1, for a period of 24 months (a "Group Block Approval ARIn"). A Group Block Approval ARIn must be reviewed in accordance with paragraph 7.2.

3.3. Notwithstanding paragraph 3.2.1., where the Director-General forms a preliminary view that there will be a requirement for a further Project ARIn beyond the date specified in the original Project ARIn, a comprehensive submission must be provided to the Head of Service for consideration by the Head of Service in accordance with paragraph 8.6.

3.4. The Director-General may only approve an ARIn if the Director-General:

- 3.4.1. considers that it is appropriate to provide an employee with terms and conditions of employment that are in excess of those which are ordinarily provided for under this Agreement, taking in account the position the employee is engaged to perform and the matters to be considered in paragraph 5.1 of this Framework;
- 3.4.2. has, with the exception of ARIns approved under paragraph 8.5.2., discussed the proposed terms of the ARIn with the employee to whom the

ARIn is to apply prior to the ARIn being approved. In these discussions, the employee may invite a union or other employee representative to assist the employee; and

3.4.3. has provided a written submission in accordance with paragraph 7.8.

Note: Where the ARIn is for a specified project, the estimated period of the position's involvement in the project to be covered by the ARIn must be specified in the ARIn.

- 3.5. 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.
- 3.6. 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 with coverage of the position prior to the provision of a written submission to the Head of Service for consideration, about the proposed change. In consulting with the union, the Director-General will:
- 3.6.1. provide the union with relevant information about the position and the proposed change;
 - 3.6.2. give the union a reasonable opportunity to consider this information and, if the union wishes, provide written views to the Director-General within seven days; and
 - 3.6.3. take into account any views of the union before deciding to enter into the ARIn.
- Information that the Director-General provides to the union under paragraph 3.6.1. will not include information that might directly or indirectly disclose the identity of the particular employee.
- 3.7. At any time following the conclusion of the consultation required under paragraph 3.6, and subject to consideration by the Head of Service, the Director-General and the employee may agree on the terms of an ARIn to apply to the position that the employee occupies.
- 3.8. Once the Head of Service has considered a submission pursuant to paragraph 7.7.2, and provided his or her views about the ARIn to the Director-General, the Director-General may approve the commencement of the ARIn.
- 3.9. Before approving an ARIn under paragraph 3.8 the Director-General must take account of the views of the Head of Service.

4. Group Block Approval

- 4.1. Where it is proposed that identical ARIns are to apply to a group of positions and employees performing identical functions at the same classification level within a Directorate this may be done as one block approval (a "Group Block Approval"). Only one submission needs to be made in accordance with paragraph 7.8.2 in relation to the group of positions as identified in the submission to the Head of Service, provided that:
- 4.1.1. each employee in a relevant position will be provided with an individual ARIn; and
 - 4.1.2. each ARIn provided under this paragraph needs to be identical in regard to the matters considered under paragraph 5.1 outlined in the ARIn supplied with the submission.

- 4.2. To avoid doubt, in the case of Group Block Approval ARIns, the application of the ARIn to those employees in the group who continue to meet the matters considered at paragraph 5.1, will continue to apply, even where:
 - 4.2.1. an individual employee to whom the Group Block Approval applied no longer satisfies the matters to be considered at paragraph 5.1; or
 - 4.2.2. an employee moves out of the position to which a Group Block Approval applies.
- 4.3. If following a review under paragraph 7.2 the Director-General determines that it is no longer appropriate to provide positions covered by a Group Block Approval, and employees in those positions with an ARIn, then all ARIns which apply to the positions covered by the Group Block Approval will cease to operate in accordance with paragraph 9.1.4.2 for all employees who are the subject of the Group Block Approval.
- 4.4. If following a review under paragraph 7.1 or 7.2 the Director-General determines that the ARIn should be renewed (on the same or different terms) the new ARIn will apply to all positions covered by the Group Block Approval, and all employees in positions the subject of the Group Block Approval.
- 4.5. Despite paragraph 4.1 and 4.4, if following a review under paragraph 7.2 it is determined a particular position covered by a Group Block Approval, and the employee in the position covered by the Group Block Approval, warrants a different set of benefits from the other positions covered by the Group Block Approval, and from other employees the subject of the Group Block Approval, the ARIn applying to that particular position and particular employee will cease to be covered by the Group Block Approval and shall be an individual ARIn for all future reviews.

5. Matters to be Considered

- 5.1. In determining whether to apply an ARIn to an employee in a position, the Director-General will have regard to the following matters:
 - 5.1.1. whether the position is critical to the operation of the Directorate or to a business unit in the Directorate;
 - 5.1.2. whether an employee who occupies the position requires specialised qualifications, skill set and/or experience to perform the requirements of the position;
 - 5.1.3. whether the role and skills required by the employee who occupies the position are in high demand;
 - 5.1.4. the level at which comparable individuals with skills and qualifications for the role are remunerated in the marketplace;
 - 5.1.5. the difficulty and cost associated with recruiting to the position;
 - 5.1.6. any other matter he or she considers relevant to determining whether or not an ARIn would be appropriate in the circumstances.
- 5.2. In considering paragraph 5.1.4 the Director-General must take into account relevant market data (by reference to the definition of relevant market data in this Framework).

6. Commencement

- 6.1. The ARIn will commence from whichever is the latter:
 - 6.1.1. the date specified in the ARIn; or
 - 6.1.2. the date of final approval by the Director-General in accordance with paragraph 3.8.

To avoid doubt, an ARIn cannot operate retrospectively.

7. Review

- 7.1. Where, following a comprehensive submission to the Head of Service for consideration by the Head of Service, an ARIn is approved by the Director-General for a specified period of 12 months (a “Renewable ARIn”), the Director-General may renew the ARIn for a further 12 months on a maximum of two occasions, provided that:
 - 7.1.1. a review of each ARIn is conducted within 12 months from the date of the ARIn commencing, or the date of first renewal of the ARIn, (a “renewal review”) to determine whether the Director-General continues to consider that it is appropriate to provide an employee occupying the position, to which the ARIn applies with terms and conditions of employment that are in excess of those which are ordinarily provided for under this Agreement; and
 - 7.1.2. a comprehensive market-based review (a “comprehensive review of each Renewable ARIn is conducted within three years from the date of the ARIn commencing to determine whether the ARIn should be renewed (on the same or different terms) and a further submission is made to the Head of Service for consideration by the Head of Service in accordance with paragraph 8.6, or ceased, in accordance with this Framework.
- 7.2. A comprehensive market-based review (a “comprehensive review”) of each Group Block Approval ARIn, must be completed within 24 months from the date of the ARIn commencing, or prior to the date of expiry of this Agreement, whichever date is the earlier. As a result of the review the Director-General will determine whether:
 - 7.2.1. the ARIn should be renewed (in the same or different terms) in accordance with paragraph 8.5.4;
 - 7.2.2. ceased in accordance with paragraph 9.1;
 - 7.2.3. the additional pay component of the ARIn should be incorporated into base rates of pay in any subsequent Agreement; or
 - 7.2.4. the additional pay component of the ARIn should be provided for in some other way.
- 7.3. In addition to reviewing ARIns under paragraph 7.1, the Director-General must also review an ARIn to determine whether the ARIn should be renewed, where:
 - 7.3.1. a preliminary view is formed by the Director-General that the position ceases to be critical to the operation of the Directorate or business unit in the Directorate; or
 - 7.3.2. a preliminary view is formed by the Director-General that the employee ceases to hold the required specialist qualifications or specialist attributes.
- 7.4. In reviewing the ARIn, the Director-General must have regard to the matters to be considered at paragraph 5.1, including any matters he or she considers relevant as per paragraph 5.1.6. In conducting a comprehensive review of an ARIn the Director-General must also take into consideration relevant market data (by reference to the definition or relevant market data in this Framework).
- 7.5. If the position to which the ARIn applies is occupied when undertaking a review of the ARIn, the Director-General will consult with the employee occupying the position to which the ARIn applies. The employee may invite a union or other employee representative to assist the employee in the consultation.
- 7.6. Where the employee occupying the position for which the ARIn is being reviewed is

on long-term leave, reasonable attempts must be made to consult with the employee, or the employee's representative, pursuant to paragraph 7.5. If such reasonable attempts to consult with the employee are unsuccessful, then the Director-General may proceed with the review without the input of the employee.

- 7.7. Upon completion of the review the Director-General will notify the affected employee(s) in writing, and where relevant their representative(s), of the preliminary outcomes and reasons for the decision. The Director-General will provide the employee(s) and their representative(s) 14 days in which to provide a written response for consideration by the Director-General before making a final decision.
- 7.8. Following the conclusion of a review under paragraph 7.1 or 7.3, where the Director-General forms a preliminary view that the ARIn should be renewed on the same terms or on different terms, the Director-General must complete, as applicable:
 - 7.8.1. a renewal submission; or
 - 7.8.2. a comprehensive submission for consideration by the Head of Service.
- 7.9. Shared Services will provide regular reports to the Head of Service on all Renewable ARIns, or Group Block Approval ARIns, three months prior to their nominal expiry date for which a comprehensive review has not been completed pursuant to paragraph 7.1.2 or 7.2.
- 7.10. Where a comprehensive review of a Renewable ARIn, or Group Block Approval ARIn, has not been completed by the nominal expiry date, the responsible Directorate will develop, in consultation with the Head of Service, a plan to ensure the ARIn review is completed within three months.

8. Submissions

Renewal Submission

- 8.1. A renewal submission is required to be completed where:
 - 8.1.1. pursuant to paragraph 7.8.1, it is proposed that a Renewable ARIn for a position should be renewed on the same terms; or
 - 8.1.2. an employee who is party to a Fixed Term, Renewable or Project ARIn temporarily vacates the position to which the ARIn relates, and it is being proposed that the ARIn be provided to the employee who is acting in the vacated position; or
 - 8.1.3. an employee who is party to a Fixed Term, Renewable or Project ARIn temporarily vacates the position to which the ARIn relates for a period of ninety days or more, and it is being proposed that the ARIn apply to the employee upon the employee's return to the position.
- 8.2. A renewal submission provided in accordance with paragraph 8.1 must contain a declaration by the Director-General that he or she considers it appropriate to provide the employee with terms and conditions of employment that are in excess of those which are ordinarily provided for under this Agreement as set out in the ARIn. That submission must address the matters to be considered at paragraph 5.1, including any matters which the Director-General considers relevant to whether the ARIn should apply and has had regard to in accordance with paragraph 5.1.6.

8.3. Pursuant to paragraph 8.1, a Renewable ARIn may be renewed for a period of 12 months following a review under paragraph 7.1.1, provided that:

- 8.3.1. any Renewable ARIn can only be renewed on two occasions before a comprehensive review is undertaken; and
- 8.3.2. the review must be completed before the date of expiration specified in the ARIn.

8.4. If the provisions of paragraph 8.3 are not met, or the review under paragraph 7.1 or 7.3 determines that a Renewable ARIn should not be renewed, the ARIn will cease to operate in accordance with paragraph 9.1.3. Any further ARIns for the position or group of positions will require the provision of a new comprehensive submission to the Head of Service for consideration by the Head of Service in accordance with paragraph 8.6.

Comprehensive Submission

8.5. A comprehensive submission is required to be submitted where:

- 8.5.1. in relation to a Renewable ARIn, three years have elapsed since the last comprehensive submission; or
- 8.5.2. a position is to be advertised with a rate of pay which includes the proposed ARIn amount; or
- 8.5.3. a new ARIn for an individual position is being proposed for an existing employee; or
- 8.5.4. a new Group Block Approval is being proposed or sought for an identified group of positions performing an identical function at the same classification level within a Directorate; or
- 8.5.5. a variation is being proposed to an existing renewable ARIn, whether it applies to an individual position or group of positions under a Group Block Approval.

8.6. A comprehensive submission provided in accordance with paragraph 8.5 must:

- 8.6.1. address the matters to be considered at paragraph 5.1; and
- 8.6.2. address any factors which the Director-General has considered relevant to whether an ARIn apply, and has had regard to in accordance with paragraph 5.1.6; and
- 8.6.3. address whether the substantive position is correctly classified; and
- 8.6.4. address whether the position's job description and/or organisation structure of the business unit can be adjusted to mitigate the need for an ARIn; and
- 8.6.5. contain a declaration by the Director-General that he or she considers it appropriate to provide the employee who occupies the position to which the ARIn is to apply with terms and conditions of employment that are in excess of those which are ordinarily provided for under this Agreement as set out in the ARIn.

8.7. Where the Director-General considers 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 address the compelling reason for such 50% plus enhanced pay in the submission under paragraph 8.6 to the Head of Service.

9. Cessation

9.1. The ARIn will cease to operate:

- 9.1.1. in relation to a Project ARIn, on the date specified in the ARIn for cessation of the position's involvement in the project, or the date of completion of the project, whichever date is the earlier;
- 9.1.2. in relation to a Fixed Term ARIn, on the date specified in the ARIn;
- 9.1.3. in relation to a Renewable ARIn: where the ARIn is reviewed in accordance with paragraph 7.1 or 7.3 and the Director-General determines following the review that the ARIn should no longer apply to the position, on the date that is ninety days after the date notice is provided to the employee of cessation of the ARIn, or less if agreed by the employee.

9.1.4. in relation to Group Block Approval ARIns:

- 9.1.4.1. on the date this Agreement is replaced by a further enterprise agreement; or
- 9.1.4.2. where the ARIn is reviewed in accordance with paragraph 7.2 and the Director-General determines following the review that the ARIn should no longer apply (or at any other time), on the date that is ninety days after the date notice of cessation of the ARIn is provided to the employee(s) to whom the ARIn applies.

9.1.5. on the date an employee vacates the position to which the ARIn applies, including when the employee becomes unattached or is temporarily transferred to another position.

- Note: 1. A new renewal submission is required to be completed in accordance with paragraph 8.1 b) where an ARIn is to apply to another employee who occupies the vacated position, unless the position is covered by a Group Block Approval.
2. Where an employee is temporarily transferred to another position for a period of ninety days or more, a renewal submission is required to be completed in accordance with paragraph 8.1.1 where the ARIn is to apply to the employee upon their return to the vacated position, unless the position is covered by a Group Block Approval.

9.1.6. in relation to a finding arising from a misconduct or underperformance matter, on the date the sanction is to apply where the delegate determines, in accordance with paragraph H11.1.7 of this Agreement, that the sanction to be applied is termination of the ARIn.

9.1.7. on the date an employee loses the qualification, or registration which allows them to perform the duties of the position to which the ARIn relates.

9.1.8. on the date this Agreement is replaced by a further enterprise agreement, unless:

9.1.9. the ARIn ceases to operate at an earlier time in accordance with the provisions of this Framework; or

9.1.10. the ARIn is deemed to continue to operate under the provisions in the replacement enterprise agreement.

- 9.1.10.1. in relation to ARIns which are deemed to operate pursuant to paragraph 10.2 of this Framework, on the day after 12 months from the commencement of this Agreement.

10. Deeming

- 10.1. An ARIn that applied to a position, and to the employee occupying the position to which the ARIn applies, which is covered by this Agreement on the day before the Agreement commenced operation will continue in accordance with the provisions of this Framework.
- 10.2. Any entitlement which an employee enjoyed on the day before the Agreement commences, which is in excess of those provided for under this Agreement will be deemed to be an ARIn. ARIns which are deemed to continue under this paragraph may operate for a maximum of 12 months from the date the Agreement commences.
- 10.3. If the Director-General determines that an ARIn that has been deemed to continue under paragraph 10.2 should continue to operate beyond 12 months from the date the Agreement commences, then he/she must follow the procedures for approving a new ARIn, as set out in this Framework.

11. Salary Sacrifice Arrangements

- 11.1. The additional pay component 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.

12. Notification

- 12.1. The Director-General will provide information to the Chief Minister Treasury, and Economic Development 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.
- 12.2. The Chief Minister, Treasury and Economic Development Directorate will provide regular reports to the union on ARIns including details of the number, terms and classifications of all ARIns approved by directorates.

13. Interpretation

- 13.1. In this Framework, unless the contrary intention appears:
 - ‘Attraction and Retention Incentives’ (ARIns)** means additional pay and/or conditions of employment, provided in recognition of the additional requirements of a position under a written agreement between the Director-General and the employee occupying the position to which the ARIn is to apply, that are in excess of those which are ordinarily provided for under this Agreement.
 - ‘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 renewed, following a review.
 - ‘Director-General’** means the person occupying the position of Director-General of the relevant directorate, or their nominated delegate.
 - ‘Group Block Approval’** means an ARIn approved by the Director-General, after consideration by the Head of Service, for a number of related positions with the same classification and perform an identical function in a directorate, and the employees in those positions.

‘Head of Service’ means the person occupying the position and exercising the powers of the Head of Service.

‘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:

Allowance	Payment Frequency	1.35% from 11/6/2020*	1.35% from 10/12/2020	1.35% from 10/6/2021
All Operate Vehicle Allowances				
	Shift	\$10.84	\$10.99	\$11.14
All Apply Technical Skills Allowances, with the exception of ComCen Operator and ComCen Supervisor	Shift	\$19.52	\$19.78	\$20.05
ComCen Operator	Shift	\$22.77	\$23.08	\$23.39
ComCen Supervisor	Shift	\$39.03	\$39.56	\$40.09
Hold Specialised Qualifications Allowances				
Specialised Day Work	Fortnight	\$52.04	\$52.75	\$53.46
Fire Engineering 1	Fortnight	\$683.07	\$692.29	\$701.64
Fire Engineering 2	Fortnight	\$758.97	\$769.21	\$779.60
Training & Development 1	Fortnight	\$325.27	\$329.66	\$334.11
Training & Development 2	Fortnight	\$346.96	\$351.64	\$356.39
Other Allowances				
Relieving Employees and Employees Relieving	Shift	\$22.77	\$23.08	\$23.39
FB 7 Relieving	Shift	\$22.77	\$23.08	\$23.39
Juvenile Fire Awareness and Intervention Program	Fortnight	\$21.68	\$21.98	\$22.27
Fire Investigation 2	Fortnight	\$21.68	\$21.98	\$22.27
FB 5 Qualification	Fortnight	\$54.21	\$54.94	\$55.69
FB 6 Qualification	Fortnight	\$70.48	\$71.43	\$72.39

Allowance	Payment Frequency	1.35% from *11/6/2020	1.35% from 10/12/2020	1.35% from 10/6/2021
Meal allowance	per meal	\$29.95	\$30.35	\$30.76
Motor Vehicle allowance				
small car - 1600cc (800cc rotary)	per km	\$0.78	\$0.78	\$0.78
medium car - 1601-2600cc (801-1300cc rotary)	per km	\$0.90	\$0.90	\$0.90
large car - over 2600cc (1300cc rotary)	per km	\$0.91	\$0.91	\$0.91

- The new allowance structure set out in this Annex commences operation on 3 August 2020. Pay increases as per clause E1 that have an effective date preceding 3 August 2020 will not be retrospectively applied to the new allowance structure.

	Payment Frequency	1.35% from 9/12/2021	1.35% from 9/6/2022	1.00% from 8/12/2022	0.79% from 5/1/2023	1.00% from 8/6/2023	1.74% from 7/12/2023
All Operate Vehicle Allowances	Shift	\$11.29	\$11.44	\$11.55	\$11.64	\$11.76	\$11.96
All Apply Technical Skills Allowances, with the exception of ComCen Operator and ComCen Supervisor	Shift	\$20.32	\$20.60	\$20.81	\$20.97	\$21.18	\$21.55
ComCen Operator	Shift	\$23.71	\$24.03	\$24.27	\$24.46	\$24.71	\$25.14
ComCen Supervisor	Shift	\$40.63	\$41.18	\$41.59	\$41.92	\$42.34	\$43.07
Hold Specialised Qualifications Allowances							
Specialised Day Work	Fortnight	\$54.18	\$54.91	\$55.46	\$55.90	\$56.46	\$57.44
Fire Engineering 1	Fortnight	\$711.11	\$720.71	\$727.92	\$733.67	\$741.01	\$753.90
Fire Engineering 2	Fortnight	\$790.12	\$800.79	\$808.80	\$815.18	\$823.33	\$837.66
Training & Development 1	Fortnight	\$338.62	\$343.19	\$346.62	\$349.36	\$352.85	\$358.99
Training & Development 2	Fortnight	\$361.20	\$366.08	\$369.74	\$372.66	\$376.39	\$382.94
Other Allowances							
Relieving Employees and Employees Relieving	Shift	\$23.71	\$24.03	\$24.27	\$24.46	\$24.71	\$25.14
FB 7 Relieving	Shift	\$23.71	\$24.03	\$24.27	\$24.46	\$24.71	\$25.14
Juvenile Fire Awareness and Intervention Program	Fortnight	\$22.57	\$22.88	\$23.11	\$23.28	\$23.52	\$23.92
Fire Investigation 2	Fortnight	\$22.57	\$22.88	\$23.11	\$23.28	\$23.52	\$23.92
FB 5 Qualification	Fortnight	\$56.44	\$57.20	\$57.77	\$58.23	\$58.81	\$59.83
FB 6 Qualification	Fortnight	\$73.37	\$74.36	\$75.10	\$75.69	\$76.45	\$77.78
Meal allowance	per meal	\$31.18	\$31.60	\$31.92	\$32.17	\$32.49	\$33.06

2. Payment of Allowances

Operate Vehicle Allowances

1.1	Compressed Air Foam (CAFS)	Payable to 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 is called in to assist on an appliance where this skill is required.
1.2	Breathing Apparatus Van	Payable to 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 necessary. This is also payable to qualified employees who are called in to work as a Breathing Apparatus Technician for a period of less than 2 weeks.
1.3	Aerial Appliances	Payable to a relevantly qualified employee who is rostered to drive or operate the Bronto, Hydraulic Platform or Aerial Pumper.
1.4	POD Transporter	Payable to a relevantly qualified employee who is rostered to drive or operate the POD Transporter.
1.5	Forklift	Payable to a relevantly qualified employee who is qualified to drive and holds a current licence to operate the forklift presently in-service with ACTF&R and drives this vehicle (or similar) during a shift.

Apply Technical Skills Allowances

1.6	Vertical 2	Payable to a relevantly qualified employee who is: <ul style="list-style-type: none"> a. rostered on an appliance for which the possession of this skill is a minimum requirement for crewing; or b. called in to assist on an appliance where this skill is required.
1.7	BA Technician	Payable to any employee who is attached to the Breathing Apparatus section on day work where their main duties are the servicing and maintenance of breathing apparatus and other associated specialist equipment. This incorporates payment for undertaking hydrostatic testing of breathing apparatus cylinders.
1.8	Hazmat 2	Payable to a relevantly qualified employee who is: <ul style="list-style-type: none"> a. rostered on an appliance for which the possession of this skill is a minimum requirement for crewing; b. called in to assist on an appliance where this skill is required; or

		c. holding the day work Hazmat Officer position.
1.9	USAR 2	Payable to a relevantly qualified employee who is: <ul style="list-style-type: none"> a. rostered at Fyshwick Fire Station and carries out the required daily inspection of USAR equipment at Specialised Operations; b. called in to assist at Fyshwick Fire Station and carries out the required daily inspection of USAR equipment at Specialised Operations; c. deployed as part of a USAR team; or d. holding the day work Rescue Officer position.
1.10	Swiftwater Technician 2	Payable to a relevantly qualified employee who is: <ul style="list-style-type: none"> a. required to stand-up in readiness as part of a swift water rescue team; or b. deployed to undertake swift water rescues.
1.11	Instructor	Payable to a relevantly qualified employee who is: <ul style="list-style-type: none"> a. normally on shift work and who delivers a required structured specialist skills training session as part of the scheduled training calendar; or b. called in to work on day work as an Instructor for a period of less than 2 weeks.
1.12	Fitness Leader	Payable to a relevantly qualified employee who is required to undertake a fitness assessment and functional movement screening of staff and deliver and supervise personal fitness training programs.
1.13	Juvenile Fire Awareness and Intervention Program (JFAIP)	Payable to a relevantly qualified employee who delivers a JFAIP session.
1.14	Fire Investigation 2	Payable to a relevantly qualified Level II Fire Investigator rostered on for performing fire investigation duties, including the development of fire investigation training materials and delivery of fire investigation training.
1.15	ComCen Operator	Payable a relevantly qualified employee performing duties as ComCen Operator as per clause 4 of this Annex.
1.16	ComCen Supervisor	Payable a relevantly qualified employee performing duties as ComCen Supervisor as per clause 4 of this Annex.

Hold Specialised Qualifications Allowances

1.17	Specialised Day Work	Payable to any employee who is attached to a day work position for a minimum, continuous period of 2 weeks, including within the Community Safety, Training & Development and Operational Capability branches or in the Human Resources or Administration Officer positions.
1.18	Fire Engineering 1	Payable to any employee holding a Graduate Certificate in AS3959 and/or Graduate Certificate in Fire Engineering and who is attached to the Community Safety branch on day work for a minimum, continuous period of 2 weeks. Employees receiving the Fire Engineering 1 allowance do not receive the Specialised Day Work allowance.
1.19	Fire Engineering 2	Payable to any employee holding a Graduate Diploma in AS3959 and/or a Graduate Diploma in Fire Engineering and who is attached to the Community Safety branch on day work for a minimum, continuous period of 2 weeks. Employees receiving the Fire Engineering 2 allowance do not receive the Specialised Day Work allowance.
1.20	Training & Development 1	Payable to any employee holding a Certificate IV in Training & Assessing and who is attached to the Training & Development branch on day work for a minimum, continuous period of 2 weeks. Employees receiving the Training & Development 1 allowance do not receive the Specialised Day Work allowance.
1.21	Training & Development 2	Payable to any employee holding a Diploma in Vocational Education & Training and/or Diploma in Training Design & Development and who is attached to the Training & Development branch on day work for a minimum, continuous period of 2 weeks. Employees receiving the Training & Development 2 allowance do not receive the Specialised Day Work allowance.

Other Allowances, including for the holding of specialised qualifications

1.22	Relieving Employees and Employees Relieving	Payable as compensation for excess fares and travelling time incurred by an employee travelling to and from work when reporting for duty somewhere other than the employee's permanent station.
1.23	FB 7 Relieving	Payable to FB 7 employees who are attached to the operational Commander relief roster and are required to routinely change platoons to cover absences.
1.24	Juvenile Fire Awareness and Intervention Program	Payable to an employee who is qualified to deliver JFAIP sessions with the aim of developing within a young person a greater respect for fire and awareness of consequences of its misuse.
1.25	Fire Investigation 2	Payable to any employee who is qualified as Level II Fire Investigator.
1.26	FB 5 Qualification	Payable to an FB 5 employee who has completed 2 years' service at the rank of Senior Firefighter and has been selected and satisfactorily completed the FB 6 development program and is ranked on the current order of merit list.
1.27	FB 6 Qualification	Payable to an FB 6 employee who has completed 2 years' service at the rank of Station Officer and has been selected and satisfactorily completed the FB 7 development program and is ranked on the current order of merit list.

Notes:

1. Hold Specialised Qualifications allowance:

- 1.1 An Employee may only claim one of the “Hold Specialised Qualification Allowances set out in items 1.17 to 1.21 (inclusive) of the table above at any time, Where an employee would, but for this clause, be entitled to more than one specialised qualification allowance, they are entitled to be paid at the allowance at the rate of the highest specialised qualification held.
- 1.2 An employee while providing instruction in a qualification shall receive the instructors allowance and the relevant qualification allowance.

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.

3. Relieving employees, employees relieving and outduty allowance

- 3.1 Employees are entitled to an allowance per shift as per 1.1 of this Annex where they are required to travel to a workplace other than their permanent workplace. For the avoidance of doubt a workplace includes but is not limited to a fire station, Fairbairn Headquarters, ESA Training Centre, ComCen, Technical Operational Support Services and the Breathing Apparatus Section. Time spent travelling will not count as time worked.
- 3.2 An employee who reports for duty and is subsequently directed to another workplace for duty 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 workplace; and
 - (b) reimbursement of all reasonable costs incurred in travelling between the permanent and temporary workplace or the appropriate motor vehicle costs payable to ACT public sector employees, whichever applies, when performing ordinary or overtime duty.

An employee relieving will be regarded, for this clause, to be stationed at the workplace nearest to the employee’s home.

4. 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 FB 5 (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 ACTF&R 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 E1 -.
- 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 ACTF&R training policy, unless medical evidence indicates that this is not appropriate;
 - (e) Employees in ComCen are subject to the ACTF&R rotation policy, unless medical evidence indicates that this is not appropriate;
 - (f) The allowance payable to the ComCen Operator recognises the responsibility involved in the mentoring of non-ACTF&R ComCen staff.
 - (g) The allowance payable to the ComCen Supervisor recognises the responsibility involved in acting as the ESA ComCen Duty Officer during periods of that officer's absence during a shift e.g. for meal breaks, meetings etc. and the operational supervision of non-ACTF&R ComCen staff.

Annex D – Other Leave

Leave to:	1. Accompany a domestic partner on a posting
Purpose	To enable an employee to accompany the employee's domestic partner for the period, or part of the period, of a posting.
Eligibility	An employee.
Entitlement	The maximum period is the period during which the domestic partner of the employee is required to perform duties overseas, or interstate.
Conditions	-
Rate of payment	Without pay.
Effect on other entitlements	Will not count for any purpose.
Leave to:	2. Attend Aboriginal or Torres Strait Islander Ceremonies
Purpose	To attend a ceremony associated with the death of an immediate or extended family member or for other ceremonial obligations under Aboriginal and Torres Strait Islander law.
Eligibility	An employee who is of Aboriginal or Torres Strait Islander descent.
Entitlement	A maximum period of ten days in any two year period, in addition to bereavement leave.
Conditions	-
Rate of payment	Without pay.
Effect on other entitlements	Will not count for any purpose.

Leave to:	3. Attend Aboriginal and Torres Strait Islander meetings
Purpose	For attending representative meetings in the capacity of an elected representative of the Aboriginal and Torres Strait Islander peak body.
Eligibility	An employee who is an elected representative of the ACT Aboriginal and Torres Strait Islander peak body.
Entitlement	Paid time to attend recognised meetings.
Conditions	If an employee accepts any fee for attendance at the meeting, leave will be granted without pay. An employee may accept reimbursement for out-of-pocket expenses.
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.
Leave to:	4. Attend sporting events as an accredited competitor or official
Purpose	To enable an employee to attend sporting events as an accredited competitor or official.
Eligibility	An employee who is selected by an official sporting body to participate as an accredited official or competitor with national or international sporting status.
Entitlement	To attend training for, or to attend, a major national or international sporting or other recognised event in the capacity of an accredited official or competitor.
Conditions	Leave will be with pay unless otherwise agreed by the employee.
Rate of payment	With pay or without pay.
Effect on other entitlements	With pay will count as service for all purposes. Without pay will not count as service for any purpose.

Leave to:	5. Attend as a witness
Purpose	To enable an employee to give evidence before a body or person before whom evidence may be taken on oath.
Eligibility	An employee.
Entitlement	Refer to rate of payment.
Conditions	If an employee is required to travel to give evidence, they may be reimbursed for reasonable travel expenses as if the employee had travelled in the course of the employee's duties, less any amount received as witnesses' expenses.
Rate of payment	<p>With pay where the employee is to give evidence:</p> <ul style="list-style-type: none"> (a) on behalf of a Territory, a State or the Commonwealth; or (b) on behalf of an authority established by or under a law of a Territory, State or the Commonwealth; or (c) in a judicial review or administrative review proceeding where the matter being reviewed relates to the work of the employee; or (d) before a Royal Commission appointed under a law of the Commonwealth; or (e) before a person conducting an inquiry under a law of a Territory, a State or the Commonwealth; or (f) before a person or authority exercising arbitral functions under a law of a Territory, a State or the Commonwealth. <p>Without pay where the leave to give evidence is for any other purpose.</p>
Effect on other entitlements	Will count as service for all purposes.

Leave to:	6. Attend NAIDOC week activities
Purpose	To enable an employee to attend and participate in NAIDOC Week activities.
Eligibility	An employee other than a casual employee.
Entitlement	This leave may be granted for one complete day or for varying periods over the week's activities, totalling the equivalent of one complete day.
Conditions	Subject to operational requirements.
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.
Leave to:	7. Attend proceedings at the Fair Work Commission
Purpose	To enable the employee to give evidence on behalf of a staff organisation in proceedings at the Fair Work Commission.
Eligibility	An employee who is a representative of a staff organisation.
Entitlement	The time necessary to present a case or to give evidence or to attend inspections conducted by the Fair Work Commission, plus reasonable travel time. Up to a maximum of three months in any twelve month period to prepare a case on behalf of a staff organisation.
Conditions	Leave with pay cannot be granted to more than two representatives for the same period.
Rate of payment	With pay or Without pay.
Effect on other entitlements	With pay will count as service for all purposes. Without pay will not count as service for any purpose, but does not break continuity of service for long service leave purposes.

Leave to:	8. Campaign for election
Purpose	To enable the employee to campaign for election.
Eligibility	An employee who is standing for election to the ACT Legislative Assembly, Commonwealth or State House of Parliament, or other approved legislative or advisory body approved by the Commissioner.
Entitlement	A maximum period of three months.
Conditions	-
Rate of payment	Without pay.
Effect on other entitlements	Will not count for any purpose.
Leave to:	9. Cope with a disaster
Purpose	Where an employee is affected by a disaster which has destroyed or significantly damaged the employee's usual place of residence or its contents.
Eligibility	An employee whose home is wholly or partly uninhabitable associated with health or safety reasons.
Entitlement	A maximum period of three days in each consecutive period 12 months.
Conditions	-
Rate of payment	Full pay.
Effect on other entitlements	Counts as service for all purposes.

Leave for:	10. Defence Reserve
Purpose	To enable an employee to undertake specified defence service and, also, enlistment, training and/or deployment with the Australian Defence Force Reserve (ADFR).
Eligibility	Available to employees other than casual employees.
Entitlement	<p>The entitlement to leave for Reserve Service is prescribed under the <i>Defence Reserve Service (Protection) Act 2001</i>.</p> <p>An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.</p> <p>An employee is entitled to ADF Reserve Leave with pay, for up to 20 shifts during each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required.</p> <p>During an employee's first year of ADF Reserve service, a further ten shifts paid leave may be granted by the head of service to facilitate participation in additional ADF Reserve training, including induction requirements.</p> <p>With the exception of the additional ten shifts in the first year of service, leave can be accumulated and taken over a period of two years, to enable the employee to undertake training as a member of the ADF Reserves.</p> <p>Employees are not required to pay their tax-free ADF Reserve salary to the ACTPS in any circumstances.</p> <p>An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to 15 shifts each financial year to perform duties as an officer or instructor of Cadets. For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.</p> <p>Defence Reserve Leave counts as service for all purposes, except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts for all purposes except Annual Leave.</p> <p>An eligible employee may also apply for Annual Leave, Long Service Leave, leave without pay, or they may use ADOs or flextime (where available) to make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.</p>
Conditions	An eligible employee must give notice to the head of service as soon as practicable of their absence or intention to be absent for Defence Reserve Leave, including documentary evidence.
Rate of payment	With pay or without pay.
Effect on other entitlements	As per entitlement.

Leave to:	11. Donate an organ
Purpose	To enable an employee to donate an organ.
Eligibility	An employee who volunteers as an organ donor.
Entitlement	A maximum period of three months in any 12 month period.
Conditions	-
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.
Leave to:	12. Donate blood
Purpose	To enable an employee to donate blood.
Eligibility	An employee, who volunteers as a blood donor.
Entitlement	The time necessary to attend to give blood, including travel and reasonable recovery time.
Conditions	-
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.

Leave to:	13. Engage in employment associated with compensation
Purpose	To enable an employee to engage in employment outside the ACTPS as part of a rehabilitation process under the <i>Safety, Rehabilitation and Compensation Act 1988</i> .
Eligibility	An employee who is, or was, entitled to compensation leave under the <i>Safety, Rehabilitation and Compensation Act 1988</i> and the employment is part of a rehabilitation process under that Act.
Entitlement	A maximum period of three years.
Conditions	-
Rate of payment	Without pay.
Effect on other entitlements	Will count as service for all purposes.
Leave to:	14. Engage in employment in the interests of defence or public safety
Purpose	To enable the employee to engage in work or employment that the head of service considers is in the interests of the defence or public safety of the Commonwealth or the Territories.
Eligibility	An employee.
Entitlement	A maximum period of two years.
Conditions	-
Rate of payment	Without pay.
Effect on other entitlements	The first twelve months will count as service for all purposes. Subsequent leave will count as service for all purposes except annual leave. If an employee does not return to duty with the ACTPS the leave will not count as service for any purpose.

Leave to:	15. Engage in employment in the interests of the ACTPS
Purpose	To enable an employee to engage in work or employment outside the ACTPS where the head of service is satisfied that the employment is in the interests of the ACTPS.
Eligibility	An employee, other than an employee: (a) who is a probationary employee; or (b) who has six months or less continuous employment.
Entitlement	A maximum period of five years.
Conditions	-
Rate of payment	Without pay.
Effect on other entitlements	Will counts as service for all purposes except for annual leave. If an employee does not return to duty with the ACTPS the leave will not count as service for any purpose.
Leave to:	16. Hold a full-time office in a staff organisation
Purpose	To enable an employee to hold a full-time office in a staff organisation; council of staff organisations, or credit union, co-operative society, building co-operative or similar body.
Eligibility	An employee.
Entitlement	The maximum period of leave that may be granted is the period for which the employee is elected to office, or in the case of a non- elected office, three years.
Conditions	To be eligible for leave to hold a non-elected office the employee must have been employed in the ACTPS or in the Australian Public Service for at least four years, at the date at which the leave is proposed to begin. Leave may only be granted for this purpose where the relevant body is incorporated and is conducted by, or on behalf of, a staff organisation for the benefit of the members of the staff organisation or all persons employed in the ACTPS.
Rate of payment	Without pay.
Effect on other entitlements	Will count as service for accruing personal leave and calculating the period of service for long service, except where the leave is to enable the employee to take up an honorary office. Where leave is granted to enable the employee to take up an honorary office, the first two months leave in each calendar year will count as service for all purposes. Leave in excess of two months in a calendar year will not count as service for any purpose other than ongoing eligibility to access birth leave as provided by subclause J6.7.

Leave for:	17. Local government purposes
Purpose	To enable the employee to attend formal meetings, in the capacity of an elected office holder, of a local government council.
Eligibility	An employee who is a duly elected office holder of a local government council.
Entitlement	A maximum period of: (a) in the case of an employee who is mayor or president of the council, five days in any 12 month period; or (b) in any other case three days in any 12 month period.
Conditions	-
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.

Leave for:	18. Operational Service Personal Leave
Purpose	To enable officers and employees who have rendered operational service to be absent from duty when they are unfit for work because of war-caused injuries or diseases.
Eligibility	An officer or employee, other than a casual employee, who has rendered operational service.
Entitlement	<p>Operational service personal leave is cumulative and is additional to personal leave entitlements contained in clause J1</p> <p>- Officers:</p> <p>On appointment, an eligible officer is entitled to nine weeks operational service personal leave.</p> <p>An eligible officer is entitled to receive an additional credit of three weeks operational service personal leave: 12 months after the date of appointment; and 24 months after the date of appointment; and 36 months after the date of appointment.</p> <p>The maximum operational service personal leave balance that an eligible officer may have is eighteen weeks.</p> <p>Employees other than Officers:</p> <p>On engagement, an eligible employee is entitled to nine days operational service personal leave.</p> <p>An eligible employee is entitled to receive an additional credit of three days operational service personal leave: 12 months after the date of engagement; and 24 months after the date of engagement; and 36 months after the date of engagement.</p> <p>The maximum operational service personal leave balance that an eligible employee may have is eighteen days.</p> <p>Where operational service personal leave credits have been exhausted, the head of service may grant an employee personal leave or a period of unpaid operational service personal leave.</p>
Evidence and Conditions	<p>An eligible officer or employee should discuss with their manager/supervisor, as soon as practicable, of their absence or intention to be absent on operational service personal leave.</p> <p>An eligible officer or employee must make an application to the head of service to access their operational service personal leave entitlement.</p> <p>Having considered the requirements of this clause the head of service may approve an eligible officer or employee's application to</p>

	access operational service personal leave. A decision not to approve the leave will be taken in accordance with subclause J22 -.
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Leave for:	18. <i>Operational Service Personal Leave (cont)</i>
	Operational service personal leave may be granted by the head of service: (a) to cover absences resulting from war-caused injury or diseases; and (b) following a written request from an eligible officer or employee, which must include documentary evidence that the absence is due to the war-caused injury or disease, including evidence that the injury or disease is a the war-caused injury or disease in accordance with the requirements of the <i>Veterans' Entitlement Act 1986 (Commonwealth)</i> .
Rate of payment	With pay. The rate of payment to be paid to the employee during a period of operational service personal leave is the same rate as would be paid if the employee was granted personal leave, except where it is granted without pay.
Effect on other entitlements	Operational service personal leave with pay will count as service for all purposes. Operational service personal leave without pay will not count as service.
Interpretation	operational service has the same meaning as in the <i>Veterans' Entitlement Act 1986 (Commonwealth)</i> . war-caused injuries or diseases has the same meaning as in the <i>Veterans' Entitlement Act 1986 (Commonwealth)</i> .
Leave for:	19. <i>Religious purposes</i>
Purpose	To enable an employee to attend a ceremony integral to the practice of the employee's religious faith.
Eligibility	An employee who is an adherent to the particular religious faith and who is a practising member of that religious faith.
Entitlement	A maximum period of ten days in any two year period.
Conditions	Religious leave is only available for ceremonies that are of significant importance to the particular faith that are generally observed by the entire faith. Leave is not available for ceremonies that are only of significance to the individual member of the particular religious faith.
Rate of payment	Without pay.
Effect on other entitlements	Will not count for any purpose.

Leave for:	20. <i>Returned soldiers for medical purposes</i>
Purpose	To enable an employee to attend an appointment for treatment or review as a returned soldier under the <i>Veterans' Entitlement Act 1986</i> (Commonwealth).
Eligibility	An employee who is a returned soldier.
Entitlement	A maximum period of two weeks in any twelve month period.
Conditions	-
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.
Leave to:	21. <i>Take leave where leave cannot be granted under any other provision</i>
Purpose	To enable an employee to be absent from duty where the leave cannot be provided for elsewhere.
Eligibility	An employee.
Entitlement	A maximum period of twelve months.
Conditions	-
Rate of payment	Without pay, except where the head of service determines there are special circumstances, having regard to: (a) the purpose for which the leave is being taken; and (b) the length of service of the employee; and (c) the length of the period for which the leave is being taken. In special circumstances the head of service determines whether leave is at full pay or half pay.
Effect on other entitlements	Leave without pay will not count as service for any purpose. However where the head of service determines there are special circumstances and that the period of leave granted is to be with pay then the paid leave will count as service for all purposes.

Annex E - ACTF&R Qualifications Awarded at each Classification

The following qualifications are based on the evidence presented to the AIRC in the Wages and Classification Review, decided in March 2006 [AW781966/PR969233] and the list of core and elective competencies that were listed in Annex E of the *ACT Public Sector ACT Fire & Rescue Enterprise Agreement 2013-2017*. These are incorporated in and form part of this Agreement.

The present standard used by ACTF&R for the maintenance of professional and technical expertise as outlined in the Emergencies Act 2004 is contained in:

- Cert II – Ad Dip Pathway Version 4.2 (PUA 12 v.2.1) February 2017;
- ACTF&R Learning Framework version 3.2 (PUA 12 v 2.1) Oct 2016; and
- Recruit Firefighter to Senior Firefighter Development Pathway (Version 2.3) August 2015. The

three documents listed above are incorporated in and form part of this Agreement.

The head of service and the UFU agree that these units may change due to changes to the Public Safety Training Package, 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 that required for the award of the qualifications 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.

The qualifications awarded at each classification are as follows:

3rd Class Firefighter (FB 2)

Following completion of the Recruit Training College, including achieving the required units of competency, a Recruit Firefighter will have exceeded the requirements for the award of Certificate II in Public Safety (Firefighting and Emergency Operations) PUA20613

2nd Class Firefighter (FB 3)

Following completion of a further 20 months satisfactory service and the required units of competency, a 2nd Class Firefighter will have exceeded the requirements for the award of Certificate III in Public Safety (Firefighting and Emergency Operations) PUA30613.

1st Class Firefighter (FB 4)

Following completion of a further 12 months service and the successful completion of the Stage 2 technical rescue course and having successfully passed their 1st Class Proficiency Challenge, a 2nd Class Firefighter will meet the requirements for promotion to the rank of 1st Class Firefighter.

Senior Firefighter (FB 5)

Following the completion of two years' service as a 1st Class Firefighter and the successful completion of the:

- Senior Firefighter Development Program, and

- Stage 3 Command and Control course, and
- Community Awareness Program, and
- Pre-fire Plan program

a 1st Class Firefighter will have exceeded the requirements for the award of Certificate IV in Public Safety (Firefighting Supervision) PUA40313.

Station Officer (FB 6)


Following completion of two years' service as a Senior Firefighter and the successful completion of the Station Officer Development Program, a Senior Firefighter will have exceeded the requirements for the award of the Diploma of Public Safety (Firefighting Management) PUA50513 and will be eligible for promotion to Station Officer.

Commander (FB 7)


Following completion of two years' service as a Station Officer and the successful completion of the Commander Development Program, a Station Officer will exceed the requirements for Advanced Diploma of Public Safety (Firefighting Management) PUA60519 and be eligible for promotion to the rank of Commander.

SIGNATORY PAGE

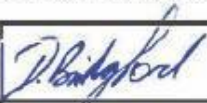

ACT Public Sector ACT Fire and Rescue Enterprise Agreement 2020-2024

REPRESENTATIVE OF EMPLOYER	
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

ACT Public Sector ACT Fire and Rescue Enterprise Agreement 2020-2024

REPRESENTATIVE OF EMPLOYEES	
SIGNATURE:	
NAME	Greg McConville
ADDRESS	PO Box 120 Dickson, ACT, 2602
AUTHORITY TO SIGN THE AGREEMENT	Authorised under Rule 44 of the United Firefighters Union of Australia Rules to execute agreements

REPRESENTATIVE OF EMPLOYEES	
SIGNATURE:	
NAME	Peter Marshall
ADDRESS	410 Brunswick Street, Fitzroy, 3065
AUTHORITY TO SIGN THE AGREEMENT	Authorised under Rule 44 of the United Firefighters Union of Australia Rules to execute agreements

EXECUTED IN THE PRESENCE OF	
SIGNATURE:	
NAME	David Bridgford
ADDRESS	C/- PO Box 120 Dickson, ACT 2602
OFFICE HELD ON BRANCH COMMITTEE OF MANAGEMENT	Junior Vice President
SIGNATURE:	
NAME	Steve Geerdink
ADDRESS	C/- PO Box 120 Dickson, ACT 2602
OFFICE HELD ON BRANCH COMMITTEE OF MANAGEMENT	Vice President

IN THE FAIR WORK COMMISSION

FWC Matter No. AG2020/1926

Applicant: Australian Capital Territory T/A ACT Public Sector

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Russell Noud on behalf of The Australian Capital Territory give the following undertaking with respect to the ACT Public Sector ACT Fire and Rescue Enterprise Agreement 2020- 2024 ("the Agreement"):

1. I have the authority given to me by Australian Capital Territory to provide this undertaking in relation to the application before the Fair Work Commission.
2. This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES) and despite the annual leave entitlements in clause J4 of the Agreement being expressed in hours, the provisions will be applied in a manner that ensures that employees will receive a minimum of four weeks' annual leave and shift workers will receive a minimum of five weeks' annual leave for each full year worked.
3. This undertaking is provided on the basis of issues raised by the Commissioner in the application before the Fair Work Commission (Commission), and will be attached to the Agreement if approved by the Commission.



Signature

Russell

Noud

Name

Executive Group Manager, WCAG

Title

24/07/2020

Date