



WHAT'S DIFFERENT ABOUT THE ACT PUBLIC SECTOR ACT FIRE AND RESCUE ENTERPRISE AGREEMENT 2020-2024

PURPOSE

The purpose of this document is to explain the proposed main features of the ACT Public Sector ACT Fire and Rescue Enterprise Agreement 2020-2024 (the Agreement) to ensure that employees have a good understanding of the outcomes negotiated between the government and the UFU.

GENERAL

Major changes are being proposed through the proposed Enterprise Agreement which significantly enhance the ACTF&R. Some of these include:

- Intended increase of 99 additional firefighters, which includes additional 12.7 dayworkers and an intended increase to relief factor from 0.5 to 0.6;
- Wellbeing initiative including health screening and fitness program led by on shift fitness instructors (firefighters);
- Mandatory skills maintenance and training;
- Improved allowance regime including incentives to undertake daywork;
- Improved consultation and dispute resolution;
- Four years duration, with an expiry date in 2024;
- An additional superintendent, with a senior management clause preserving chain of command;
- Pay rises in accordance with ACTPS Core agreement (up to 2021), with additional pay rises up to 2024.

A number of Common Core conditions contained in other ACTPS Enterprise Agreements have been incorporated into the proposed Agreement.

Other changes made have sought to clarify minor technical and operational requirements relating to existing entitlements and processes. Among these are important changes that ensure consistency with legislation, and changes which are aimed ensuring internal consistency within the Agreement itself.

These changes are further detailed throughout this document.

MAJOR AMENDMENTS: COMMON TERMS AND CONDITIONS

Duration (A3)

The nominal expiry date is proposed to be 31 May 2024.



Remuneration – Pay Offer (E1 and Annex A)

The Government's pay offer from the common core covers a period of four years duration with percentage increases being provided at regular intervals. These pay increases are included in this Agreement and back-paid as relevant.

The full offer is:

- 2.25% from the commencement of the first full pay period on or after 1 October 2017;
- 0.5% from the commencement of the first full pay period on or after 1 June 2018;
- 1.35% from the commencement of the first full pay period on or after 1 December 2018;
- 1.35% from the commencement of the first full pay period on or after 1 June 2019;
- 1.35% from the commencement of the first full pay period on or after 1 December 2019;
- 1.35% from the commencement of the first full pay period on or after 1 June 2020;
- 1.35% from the commencement of the first full pay period on or after 1 December 2020;
- 1.35% from the commencement of the first full pay period on or after 1 June 2021.

The following are interim increases for the period between when the ACT Public Sector Administrative and Related Classifications Enterprise Agreement 2018 – 2021 expires and when this Enterprise Agreement expires - subject to Clause E1.4

- 1% from the commencement of the first full pay period on or after 1 December 2021;
- 1% from the commencement of the first full pay period on or after 1 June 2022;
- 1% from the commencement of the first full pay period on or after 1 December 2022;
- 1% from the commencement of the first full pay period on or after 1 June 2023; and
- 1% from the commencement of the first full pay period on or after 1 December 2023

Should the negotiated outcome for the next ACT Public Sector Administrative and Related Classifications Agreement be higher than these interim increases, this Agreement will be varied to ensure that the outcomes in this Agreement are no less beneficial.

Allowances (G1 and Annex C)

The negotiation process included a review of the existing allowance structure for fire fighters. As a result, the definition, coverage and value of some allowances has been modified, some new allowances have been created and some allowances abolished.

The review has also enabled a more structured approach to the definition and payment of allowances and for the grouping of similar allowances including:

- Operate Vehicle Allowances;
- Technical Skills Allowances;
- Specialised Qualifications Allowances; and
- Other – including (but not limited to) Fire Investigation and Juvenile Fire Awareness and Intervention Program



The revised allowance structure recognises fire fighters who hold and/or apply a specific qualification, enabling payment accordingly.

Allowances contained in Annex C of the current enterprise agreement will be increased by the same percentage amounts as the pay increases outlined above, up until the date that the new Agreement takes effect. Allowance increases from the commencement of the first full pay period on or after 1 October 2017 until successful ballot of this Agreement, will be back paid and increases applied until the new Agreement commences when the new allowance structure begins to operate (7 days after the new Agreement is formally approved by the Fair Work Commission).

Superannuation (F5)

For the first time, superannuation entitlements will be included in the Agreement in full. Members of preserved schemes like the CSS and PSS will continue to receive the contributions they do currently.

Members of accumulation funds which comply with Superannuation Guarantee legislation are currently receiving 10.5% (9.5% Super guarantee + the current additional employer contribution of 1%). This will increase to:

- 10.75% on 1 July 2018;
- 11% on 1 July 2019; and
- 11.5 % on 1 July 2020.

The Government will continue to offer 1% additional employer contribution for members of complying funds who choose to contribute at least 3% of their salary to their superannuation.

SUPERANNUATION ON PARENTAL LEAVE

The Government offer will extend superannuation contributions to the unpaid portion of the first 12 months of parental leave. This includes birth leave (aka maternity leave) and unpaid parental and grandparental leave.

Salary Related Matters

CLASSIFICATION/WORK VALUE REVIEW (F7)

There is a new clause that sets out an employee's or group of employees' right to request a review of their classification and the work value of their position(s). This clause is structured to ensure that genuine reviews will be undertaken where warranted.

Workplace Flexibility (H2)

The proposed Agreement significantly simplifies and strengthens the ability for employees to access a range of entitlements in the Agreement to ensure they can balance their work and personal commitments, The Agreement incorporates the concept of 'Reasonable Business Grounds' into the Agreement to allow any disputes about reasonable business grounds to be raised through the Dispute Avoidance/ Settlement Procedures of the Agreement, an avenue currently not available under the existing Agreement.



In summary – any employee, may request a Flexible Working Arrangement. This may be a part-time or job-sharing arrangement, or varied start and finish times, flexible access to leave and any number of other arrangements.

Any such request can only be refused on reasonable business grounds, and those business grounds are listed in the Agreement.

These Flexible Working Arrangements will be recorded in writing and can be for a period of up to three years, with yearly reviews.

Vacation Child Care Subsidy (New clause – H4)

This is a new provision to the proposed Agreement and provides for the payment of costs associated with having to enrol your child or children into a holiday program due to an annual leave, purchased leave or Long Service Leave application during school holidays being rejected. The payment will apply only on the days when the employee is at work.

Regular Part-time Employment (H5)

The clause relating to Regular Part-time Employment has been amended to align with both other relevant employment legislation including the Fair Work Act and National Employment Standards and directorate strategies including Women in Emergency Services (WEIS) and specialised recruitment campaigns.

Amendments to this clause provide a level of flexibility for those staff who may wish to apply for part-time work

Recruitment (C10)

Clause C10.4 has been expanded and now provides that 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.

Overtime Meal Allowance (E6)

Clause E6.1.4 has been expanded to now include for the payment of overtime meal allowance during stand up enhanced crewing arrangements, and now reads as follows:

*‘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.’*

Travel and Transport Costs (G4)

Clause G4.5.2 has been expanded and now provides for the 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. The use of “workplace” in place of “station” in these clauses makes clear that out duty entitlements now extend to employees at all ACTFR work locations.



Salary Overpayments (F3)

Provisions relating to salary overpayments have been extended to include the option of requesting a waiver of an overpayment and the recovery of monies where an employee is paid an amount to which he/she is not entitled.

Leave (Section J)

To align with the core, the majority of leave types contained in the proposed Agreement now include additional information including, whether the leave counts as service, rate of payment for the leave, effect on other entitlements and interaction with other leave types.

Other, more specific changes are outlined below:

PERSONAL LEAVE (J1)

Provisions relating to Personal Leave have been amended to reflect conditions contained in the core. Changes to this clause include the requirement to provide requested or required documentary evidence in a timely manner, whether Personal Leave counts as service and the effect that taking of Personal Leave has in the event you are utilising another form of leave when becoming ill or are needing to care for a member of the employee's immediate family or household.

PURCHASED LEAVE (New clause – J17)

The proposed Agreement now provides for Purchased Leave to enable staff to be absent from duty to support their work/life balance. Under the Purchased Leave clause, employees make purchase leave in addition to their usual annual leave entitlements, up to a maximum of twelve weeks in any twelve-month period, subject to head of service approval.

ANNUAL LEAVE HALF PAY (New clause – J4.6)

The proposed Agreement enables staff to make an application to take their annual leave on half pay.

ANNUAL LEAVE – Managing leave balances (New clause – J4.9-J4.14)

Additionally, the clause pertaining to Annual Leave has been extended to provide for the management of leave balances, in the event an employee accrues an annual leave balance equivalent to two years. This clause will assist ACTF&R in managing leave liabilities while also ensuring staff access their leave entitlements on a regular basis. The operation of this clause is contingent on ACTF&R meeting and maintaining its minimum staffing establishment.

COMMUNITY SERVICE LEAVE (New clause – J18)

The proposed Agreement provides for a new type of leave entitled Community Service Leave that allows employees to be absent from the workplace to engage in community service activities including jury service, a voluntary emergency management activity or other recognised voluntary community service activity.



The Community Service leave clause provides information on who is eligible to take the leave, evidence and conditions for the leave, rate of payment and the effect on other entitlements for all three leave categories.

OTHER LEAVE (J19 and Annex D)

The existing clause relating to Other Leave has been expanded to align better with the core and provides additional information in relation to eligibility and evidence and conditions for the leave, effect on other entitlements and interaction with other leave types. Other Leave types contained at Annex D have also been updated to align with the core. The following Other Leave is a new addition in Annex D of the proposed Agreement:

- Attend NAIDOC week activities
- Campaign for election
- Donate Blood
- Operational Service Personal Leave
- Hold a full-time office in a Staff Organisation

To address issues arising from the 10/14 roster, Defence force leave entitlement is now expressed in shifts per financial year.

‘Leave During Hours of Duty’ leave type has been removed from Annex D, as it was covered by other leave types and no longer applicable.

For further information, please see the full list of ‘Other Leave’ types is available at Annex D.

BIRTH LEAVE (J6)

Maternity Leave is now referred to as Birth Leave.

CONCURRENCY CARE (J15)

The proposed Agreement introduces a new concept of Concurrency Care, to ensure that Adoption and Permanent Care Leave, as well as Foster and Short Term Care Leave, can be accessed in cases where an employee is providing concurrency care through a registered Community Organisation.

PUBLIC HOLIDAYS (J20)

Clause J20 of the Agreement has been updated to align with the core, specifically providing detail of Public Holidays (P/Hs) observed under the Agreement by both Day Workers and those working the 10/14 roster. The clause also provides information on how other P/Hs (including Canberra Day, Easter Sunday and Reconciliation Day) are treated for the purposes of having leave credited.

FAMILY VIOLENCE LEAVE (J16)

The Family Violence Leave provisions have been clarified to ensure better access for employees. This includes expanding the list of examples of the purpose for which leave can be taken and including clarification that leave may also be needed for travel and recovery after appointments etc.



Communication, Consultation and Union Representation (Section P)

Both in and out of the Agreement the Government is putting effort into improving consultation processes to ensure that employees and their representatives have a genuine opportunity to influence decisions prior to them being made. The proposed Agreement improves processes around Consultation and Consultative Committees and better articulates rights for union delegates. This includes new provisions detailing how employees involved in consultation will be paid, including when representatives that are ACTF&R employees are directed or requested (which could include through an outlook invite) by the Chief Officer or delegate to attend a meeting during times when they would not otherwise be working. The payment provisions are intended to operate to make sure that a duly authorised UFU representative receives an outlook invitation from ACTF&R for consultative meetings that they are expected to attend.

To enhance communications channels in ACTF&R, the proposed Agreement provides for Senior Officers to provide written acknowledgement of receipt of an application or report. This clause further undertakes to provide a result to the application within 14 days after a decision has been reached.

The Dispute Avoidance/Settlement provisions have been amended to simplify and streamline the process and to ensure that either party to the dispute can raise disputes in the Fair Work Commission where the dispute cannot be resolved internally.

Workplace Values and Behaviours (Section L)

MISCONDUCT AND UNDERPERFORMANCE

The sections of the Agreement that deal with Misconduct and Underperformance have been significantly rewritten. The purpose is to ensure that Procedural Fairness and Natural Justice Principles are enshrined throughout these sections.

Transparency and fairness are integral to any misconduct and underperformance process.

Key changes include:

- A re-focused preliminary assessment process, which seeks to move away from an automatic assumption that there is an adversarial relationship between a victim and offender, ensuring assessments are conducted swiftly and at a local level as far as possible.
- The introduction into the Agreement of the Public Sector Standards Commissioner (PSSC), an independent office established in the Public Sector Management Act changes in 2016. The PSSC now oversees investigations through the Professional Standards Unit and is responsible for making findings of misconduct.
- Greater clarity around what happens to misconduct processes if an employee leaves the ACTPS while the process is on foot.
- New rights for employees to have input into a decision of finding of misconduct, prior to a final finding and prior to a decision about sanction, to which an employee has a separate right to reply.
- The right for an employee to appeal a finding as well as a sanction. Currently the appeal right is restricted to the sanction itself.



Internal Reviews and Appeals (Section M,N,O)

Amendments to these processes are largely aimed at clarifying current processes and to improve transparency, including providing greater independence for appeals.

Key changes include:

- A new section dealing with Reviews and Appeals of certain recruitment processes. These are currently co-located with other Reviews and Appeals, which was considered confusing as the processes are not consistent with those that apply to misconduct, underperformance and other decisions.
- Appeals have been made determinative. Currently, the Appeal Panel makes a recommendation to the Head of Service (or delegate), who then decides whether or not to accept the recommendations. In the new Agreement, the decision of the Appeal Panel stands, but may still be disputed in the Fair Work Commission using the Dispute Avoidance/Settlement Procedures.

Redeployment and Redundancy (Section Q)

The Government remains committed to maintaining the size of the ACTPS and stands by its policy that there will be no involuntary redundancies. The ACTF&R Establishment Clause (S4) further provides that there will be no reduction in staffing numbers during the life of the Agreement.

However, several changes have been made to the current provisions to ensure that the redeployment and redundancy provisions are consistent with those applying in the broader ACTPS.

Key changes include:

- Clearer processes that require consultation and that require that an employee has been declared potentially excess before being able to be declared excess.
- The ability to transfer an employee to a lower classification without their agreement has been removed.
- All potentially excess employees, who haven't been offered a voluntary redundancy, or who have refused a voluntary redundancy, will be placed on a redeployment register and will be considered in isolation for positions.
- Employees may only be declared excess if they have been offered, but have refused voluntary redundancy.
- If an excess employee reaches the end of the retention period, and cannot be transferred to another position at level, the employee can choose to leave the ACTPS with a payment, which equals what they would have received as a voluntary redundancy, less the amount paid in salary during the retention period. This means no-one will be worse off by choosing to seek redeployment by entering a retention period rather than accepting a voluntary redundancy up front.
- The exclusion period, during which an employee who has taken a voluntary redundancy is prevented from re-entering the ACTPS has been reduced from two years, to the time that is equivalent to the redundancy payment they received.



MAJOR AMENDMENTS: FIRE AND RESCUE SPECIFIC CONDITIONS

FIREFIGHTER HEALTH, SAFETY AND WELLBEING (New clause – P12)

The proposed Agreement includes a series of new clauses relating to firefighter health, safety and wellbeing. The proposed implementation of these clauses, as agreed by all parties, is aimed to reduce the risks to the health and wellbeing of firefighters through the development of a Wellbeing Program inclusive of education and preventative health programs. The Program includes:

- Edmonton based program: voluntary, confidential, supportive, non-punitive;
- Health screening
 - Panel of medical providers agreed between the employer and the union;
 - Annual check up in your own time (to ensure confidentiality);
 - Immunisations, nutrition and diet programs;
- Employee Health Services:
 - Fitness and health assessment;
 - Functional movement screening;
 - Fitness Training: On platoon fitness trainers (firefighters, Cert IV, paid trainers allowance);
- Peer Support & CISM: “led, managed and coordinated by suitably qualified and experienced firefighters”. Changes in the provision of peer support services may occur by agreement between the head of service and the UFU.

IMPAIRMENT IN THE WORKPLACE (New clause – P13)

Enterprise Agreement negotiations has resulted in agreement to the development of an agreed impairment policy and procedure. The aim of the policy and procedure is to provide a safe and effective process for dealing with concerns regarding any impairment of employees.

USE OF IMAGE (New clause – P14)

This new clause provides for the development of a Use of Image Policy, which will provide advice on how images of an employee will be used including in publicly accessible publications, websites, social media and promotional or marketing material.

ACTF&R Establishment (S4)

The existing ACTF&R Establishment clause has been amended to specify the minimum number of employees required per shift and per platoon through to 31 December 2023.

An overview is as follows:

- Chart sets out all Stations, Appliances and required skills. 86 additional FF on 10/14.
12.7 additional Daywork
- Minimum per shift to increase as follows:
 - by 31 December 2020: 56;
 - by 31 December 2021: 60; and
 - by 31 December 2023: 64.



- If Comcen reform proceeds, then 2 per shift (above) can be Communications Officers
- At least 1 USAR operator to be rostered at all times
- 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.
- Superintendent portfolios and positions safeguarded.
- Day work establishment (additional 12.7 FTE) (5.7 training (1.7 CFU) Health & Wellbeing Commander, 2 community safety, 1 BA/ Project, 2 Capability Support Commander, 1 Superintendent).
- At least 2 recruit colleges of minimum 16 per year, possible lateral courses as well.
- Bushfire enhanced crewing as per agreed stand up document.

SENIOR MANAGEMENT (New clause – S4.4 – S4.5)

Clauses pertaining to senior management recognise the significance of senior operational management positions in ACTF&R and the importance of filling these roles with experienced firefighters. Clause S4.4 provides further details of these types of roles and of the responsibility they hold, noting that filling these roles accordingly will generate the confidence of employees in addition to developing and maintaining a safety culture within ACTF&R.

ADDITIONAL STAFFING (New clause S4.6 – S4.13)

Clauses pertaining to additional staff provide for an increase to the current ACTF&R establishment by way of a phased approach during the life of the Agreement, including an increase in the number of career firefighters and Communications Officers. It also provides a commitment to ACTF&R conducting a minimum of two community based recruit training courses per year, each comprising a minimum of 16 recruits.

BUSHFIRE ENHANCED CREWING (New clause – S4.14 – S4.16)

This clause provides advice on how ACTF&R appliances, including Tankers and Compressed Air Foam System (CAFS) appliances, will be crewed during elevated fire danger periods, including during the Bushfire season.

Schedule 1 to the Agreement provides detail on crewing and appliance requirements by way of 2 separate tables. The first table provides additional detail on ACTF&R minimum crewing and appliances (pertinent to the 10/14 roster). The second table provides a Crewing Summary.

Communications Centre (ComCen) (S7)

The existing clause entitled Communications Centre Review has been amended to provide a more precise approach for the introduction of changes to ComCen including minimum staffing requirements of the ComCen and the proposed phased increase in ESA Communications Officers personnel during the life of the Agreement.

The table contained in Clause S7.2 of the Agreement provides detail of the phased approach and minimum crewing numbers. Subsequent clauses provide information in relation to the training of ComCen staff and reporting lines.



An overview is as follows:

- Station Officer (SO) plus 1 firefighter on each shift: Training will remain with fire and rescue
- Relieving component will be maintained
- Operational direction from fire service command. SO will manage
- “fire specific” civilian “Communications Operators”
 - Roster to be determined but not 10/14: Agreement coverage to be resolved
 - Members can transfer to these positions: firefighters can relieve vacant civilian positions
 - 12 week training course based on Fire and Rescue Qld
- Change management process including an appropriate committee and a phase 3B (SO plus 2 Firefighters plus 2 Operators) where there is a check and consultation as to whether or not the agreed steps and conditions are in place for the move to full implementation of the new arrangements
- Disputes settlement procedure can be utilised to resolve any outstanding issues

GOVERNANCE (New clause S7.11-S7.12)

This new clause provides for the established Workplace Consultative Committee (WCC) under the Agreement to oversee and monitor changes in ComCen, and conduct a post implementation review.

Amenities (New clause – S9)

In the interests of firefighter health and safety and functionality of usability of fire stations, the existing amenities clause has been expanded to include additional detail including design principles and application of amenities and the development of a User Requirement Brief for each new construction, renovation or refurbishment.

Mandatory qualifications and Training (S12)

The existing clause relating to Mandatory qualifications and training has expanded to provide more detailed information on mandatory qualifications and required assessment periods. This includes skills assessments every 3 years as follows:

- All Firefighters
 - driving and operating ESA/Fire Service appliances and vehicles;
 - chainsaw operations;
 - confined space rescue;
 - HazMat/Dangerous Substances;
 - Pumping;
 - Stage 2 Rescue;
 - Stage 3 Rescue;
 - Structural firefighting;
 - Swiftwater awareness;
 - Trench Rescue 1;
 - USAR category 1;
 - Vertical Rescue 1;



- Wildfire.
- and those who hold
 - HazMat Level 2;
 - Vertical Rescue 2;
 - USAR Level 2;
 - CAFS Level 2;
 - Hydraulic Platform;
 - Aerial Pumper;
 - ComCen Operator;
 - Forklift Operator;
 - Swiftwater Technician;
 - Platform on Demand Operator.

To enable all ranks of firefighters to have choice in their specialised skills, a new provision (S13.13) allows them to hand back specialised quals 2 years after acquisition or refresher. This regulation will assist in workforce planning.

Appliance Availability (S4.17)

When major aerial appliance off road additional pumper is to be crewed through the recall of an additional Station officer and Firefighter.

Leave Reserved Matters

In some areas where agreement could not be finalised, the parties have agreed to a process to address those items.

The agreed approach is to meet and negotiate within 3 months of an issue being raised. If agreement on that issue is reached, the Agreement will be varied to give effect to that. If agreement cannot be reached, the parties can proceed to an agreed mediator or to arbitration. If the arbitrator or mediator makes a decision, the agreement will be varied.

This approach only applies to a specific list of issues as follows:

- Emergency Medical Response Training, responsibilities and allowance;
- Swiftwater Level 1 Allowance;
- Annualisation of Superintendent and Peer Support on call allowance and Recall to duty payments;
- Interstate deployment and training allowance;
- Access to development opportunities for Station Officers seeking promotion to Commander.