



SIGNAL SEVEN

16 April 2024

Breakthrough on Flexible Working Arrangements and Transition to Retirement

Further to Signal 7 [26 February 2024](#), Signal 7 [27 February 2024](#), & Signal 7 [26 March 2024](#), we have made significant progress on Flexible Working Arrangements (FWA's) and Transition to Retirement.

Pursuant to the [Orders](#) made by the Federal Circuit Court Registrar on 26 February, a private arbitration was held before Mr Julius Roe on 8 April 2024. The arbitration resulted in:

- An agreed policy on FWAs;
- An agreed policy on Transition to Retirement.

Agreed Policy on FWA's

Without restating the whole policy, the contentious issues resolved in the arbitration were:

- FWA's cannot vary or be inconsistent with the Enterprise Agreement.
- Part time work approved as FWA's are likely to mean that the employee will generally be rostered on the Part time roster in clause S1 subject to H5.1.2, or on part time day work.
- Job share remains an option.
- Reasonable business grounds to refuse to approve an FWA include impact on safety and welfare of employees.
- The relief factor in the agreement does not accommodate all potential FWA's, but may result in overtime in some circumstances. The policy applies some limits set out below.
 - Where approval of an FWA would impact the ability to fill positions on the 10/14 roster, the number of FWAs having such impact would be limited to:
 - 4 firefighters per platoon
 - 2 officers per platoon
 - 1 commander
 - Noting that the above may only partially impact the ability to fill a position on the 10/14 roster (e.g. a job share arrangements would be 2 FWAs applying to 2 people, with a reduction of 1 FTE), the overall impact of FWAs should not exceed a loss of 10 Full Time Equivalent ("FTE") operational positions.

It is also worth commenting that work arrangements substantially similar to part time work can be approved through judicious use of approved leave without pay.

We will distribute the agreed policy as soon as possible: it must first be confirmed as agreed by the ACT Government, and jointly submitted to the arbitrator to issue as the outcome of arbitration.

FWAs that have already been approved will continue subject to the usual requirements in relation to review and renewal. The default position under the Agreement is that unless renewed or replaced an FWA will lapse at the end of its period of operation.

Agreed Policy on Transition to Retirement

A major issue arising in the Federal Circuit Court case is access to leave on half pay in transition to retirement.

For several years now, the UFU has been pushing to have a scheme where firefighters can indicate their intention to retire, access all their leave, and while on leave not be counted towards ACTF&R establishment numbers (i.e. numbers per shift, relievers and day workers). We are now confident that we have been successful.

The agreed principles arising from the arbitration on “Transition to Retirement” include:

“When a member wishes to transition to retirement through an approved leave and unattachment arrangement, where there is no intention to return to work, the following process will apply.

The member will signal their intent to retire by writing to ACTF&R and electing to transition to retirement. The form at Attachment A to this policy can be utilised for this purpose.

The employer will assist the member in finalising an end date, taking into account further accruals, treatment of public holidays and leave utilisation options.

When the member’s leave starts, they will become unattached from their position by consent in accordance with 114 of the PSM Act. They are not a reliever, and will not count towards Establishment figures in S4 of the Agreement.

From this arrangement, the following may occur:

- **ACTF&R can fill the position immediately.**
- **The employee maintains the same classification (ie no reduction or promotion in classification)**
- **The employee maintains the same hours and entitlements (ie no transfer between dayshift or operations unless previously agreed with the employee)**
- **Approval will be given to the employee to use their leave entitlements in any configuration they like, providing that it is in accordance with the Agreement.**

For the avoidance of doubt, while transitioning to retirement on paid leave, all time will count as time served and will apply in accordance with section J of the F&R Enterprise Agreement.

In exceptional circumstances where the employee may need to return to duty the employee will return as an unattached employee, subject to the employee completing the skills maintenance program.

If on return to the unattached position the employee is deemed potentially or actually excess (above ACTF&R establishment numbers) then the process that applies to excess officers in the PSM Act and Section Q of the ACTF&R Agreement will apply.

In instances where ACTFR has supplied inaccurate or incomplete information that has resulted in an employee requiring to return to work earlier than agreed, ACTF&R will continue the employee as an unattached officer for the relevant period of inaccuracy or incompleteness.”

We will distribute final versions of these policies as soon as possible.

These are important strategic outcomes from the Federal Circuit Court case. While that matter remains ongoing, we are continuing mediation in an attempt to resolve the case. The matters discussed in mediation remain confidential, but we will report any outcomes to members as soon as we are able to.

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Strength in Unity

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