DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Country Fire Authority
(AG2017/1288)

COUNTRY FIRE AUTHORITY PROFESSIONAL, TECHNICAL AND
ADMINISTRATIVE AGREEMENT 2016

State and Territory government administration

DEPUTY PRESIDENT GOOLEY MELBOURNE, 30 JUNE 2017

Application for approval of the Country Fire Authority Professional, Technical and
Administrative Agreement 2016.

[1] An application has been made for approval of the Country Fire Authority
Professional, Technical and Administrative Agreement 2016. The application was made
pursuant to s.185 of the Fair Work Act 2009. It has been made by the Country Fire Authority.
The agreement is a single enterprise agreement.

[2] A notice of employee representational rights was provided to employees on 10 August
2016 and the notice complied with the regulations. Employees were provided with access to
the proposed agreement and information about the effect of the terms of the Agreement along
with a notice of the time and place and method of voting was provided to employees on 15
March 2017. Voting occurred between 25 March 2017 and 2 April 2017 and a majority of
those who voted approved the Agreement.

[3] The United Firefighters’ Union of Australia, the Australian Municipal, Administrative,
Clerical and Services Union and The Association of Professional Engineers, Scientists and
Managers, Australia were bargaining representatives for the Agreement. In addition, a number
of employee bargaining representatives were appointed.

[4] The CFA filed a statutory declaration in support of the Agreement. The statutory
declaration noted that the relevant award for the purpose of the better off overall test was the
State Government Agencies Award 2010.

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1 S.173 of the Act
2 S.174 of the Act
3 S.180 of the Act
The statutory declaration noted that the provisions were more beneficial than the Award or were not conferred by the Award. It noted that the only less beneficial term was the non-payment of Annual Leave Loading.

The three unions all filed statutory declarations supporting the approval of the Agreement. The ASU and APESMA agreed with the statutory declaration but Mr Peter Marshall, on behalf of the UFU, stated that he had not read the CFA’s statutory declaration.

The better off overall test

On 10 May 2017, the Commission wrote to the CFA and the bargaining representatives and advised that:

1. The flexibility term was inconsistent with s.203(3) of the Act. The advice noted that as a consequence the model flexibility term would be taken to be a term of the Agreement.

2. The Agreement rates for a number of classifications in the Legal, Professional and Engineering Streams fell below the Award rates.

3. The time of in lieu clause did not provide the additional provisions as set out in clause 23.4 of the Award.

4. Clause 46.6.1 which entitled an employer to direct an employee to take annual leave did not contain the safeguards set out in clause 24.7 of the Award.

5. The Agreement provided for different rates for the availability allowance and it was noted that it was unclear which applied.

6. The Agreement provided for less beneficial terms namely:
   - No annual leave loading.
   - The averaging of ordinary hours over 4 weeks where the Award only permits averaging over this time for shift workers.
   - Overtime is payable after 44 hours whereas it is payable after 38 hours in the Award.
   - The spread of hours is 8am to 8pm Monday to Friday and 7am to 7pm Monday to Friday for incident management employees where the Award span of hours is 7am to 6.30pm Monday to Friday.
Rates of Pay

The CFA replied and advised that the minimum entry level for an engineer was Level 3, paypoint 5. Further it said that the minimum entry point for a legal officer would be Level 4, paypoint 1. In respect of the professional stream – information technology officers the minimum entry point would be Level 3, paypoint 5. In each case it was submitted that even when the leave loading was considered, the minimum rates of pay would exceed the equivalent classification in the Award.

The CFA gave undertakings to reflect that submission.

TOIL

In relation to the time off in lieu, the CFA submitted that the provision was more beneficial as the time in lieu is calculated at overtime rates rather than time for time. For example, an employee who works 1 hour overtime under the Agreement will accrue 1.5 hours TOIL whereas under the Award he or she would accrue 1 hour TOIL.

The CFA gave undertakings in relation to the paying out of untaken TOIL upon request and upon termination.

At the hearing, the CFA further noted that the Award employees in receipt of a salary in excess of that prescribed for the top of the Administrative Officer Grade 6, are not paid overtime and the highest hourly rate for overtime is the top of the Administrative Officer Grade 4. No such limitation exists under the Agreement.

Directed Annual Leave

The CFA submitted that clause 46.6.1 does not authorise the CFA to direct employees to take annual leave if it would result in the employee’s remaining accrued entitlements being less than 6 weeks and it does not intend issuing such a direction.

Further it submitted that clause 46.6.1 does not authorise the CFA to direct employees to take any period of annual leave of less than one week and the CFA does not intend issuing such a direction.

The CFA submitted that the leave reduction plan was consistent with clause 24.7 of the Award.

Availability Allowance

The CFA submitted that the allowance in clause 28 applies to incident management support and the allowance in clause 37 applies to all other roles.

Annual leave loading

The CFA submitted that the higher rates of pay permit the rolling up of the loading.

\(^4\) Schedule 4 clause 1.1 of the Agreement
Hours of work and overtime

[18] The CFA submitted that employees were not worse off under this clause as employees are entitled to overtime if they work more than 152 hours in a four week period or more than 44 hours in any one week or more than 10 hours in any one day even without taking into account the higher base rate and the more generous TOIL arrangements.

Expanded hours

[19] The CFA submitted that for most employees the higher rate of pay compensates them for the change in the span of hours. It accepted that for some employees there may be a shortfall. It submitted that these employees are generally only rostered to work ordinary hours infrequently. It submitted that the higher base rate of pay is more than sufficient to account for the sporadic occasions when employees may work extended ordinary hours without overtime or TOIL.

[20] It undertook to perform an annual audit of employees engaged in the identified classifications to ensure that they have not regularly performed extended ordinary hours (with the consequence that they have been underpaid in comparison to what they would have received under the Award) and to rectify any shortfall.

[21] The employee bargaining representative responded to the Commission’s concerns and raised further concerns.

[22] On 25 May 2017, the Commission responded to the CFA and advised that it still had concerns about the provisions in relation to annual leave loading as well as given the spread of hours and the overtime provisions. In particular it provided information which showed that for all classifications where the rate of pay was not 11.45% or more above the Award, the employees working overtime would not be better off.

[23] On 29 May 2017, the CFA provided its undertakings:

“Pursuant to section 190 of the Fair Work Act 2009 (Cth) and regulation 2.07 of the Fair Work Regulations 2009 (Cth), Country Fire Authority (CFA) hereby gives the following written undertaking in respect of the Country Fire Authority Professional, Technical and Administrative Agreement 2016 (Agreement).

1. The effect of this undertaking will not cause financial detriment to any employee covered by the Agreement or result in substantial changes to the Agreement.

Schedule 1 - Rates of pay

Legal Stream - Legal officers

2. CFA does not currently employ any legal officers in the Legal Stream who would be classified below Level 4, Paypoint of the Agreement. For any new employees, the minimum entry point for a legal officer in the Legal Stream is Level 4, Paypoint 1.
3. CFA undertakes that all legal officers in the Legal Stream (whether employed before or after the commencement of the Agreement) will receive at least the rates of pay under the Agreement for classification Level 4, Paypoint 1.

*Engineering Stream – Engineers*

4. CFA does not currently employ any engineers in the Engineering Stream who would be classified below Level 4 under the Proposed PTA Agreement. For any new employees, the minimum entry point for an engineer in the Engineering Stream under the Proposed PTA Agreement is Level 3, Paypoint 5.

5. CFA undertakes that all engineers in the Engineering Stream (whether employed before or after the commencement of the Agreement) will receive at least the rates of pay under the Agreement for classification Level 3, Paypoint 5.

*Professional Stream - Information technology officers*

6. CFA does not currently employ any information technology officers (ITOs) in the Professional Stream who would be classified below Level 4 under the Proposed PTA Agreement. For any new employees, the minimum entry point for an ITO in the Professional Stream under the Proposed PTA Agreement is Level 3, Paypoint 5.

7. CFA undertakes that ITOs in the Professional Stream (whether employed before or after the commencement of the Agreement) will receive at least the rates of pay under the Agreement for classification Level 3, Paypoint 5.

Clause 26.4.3 - Time off in lieu

8. Clause 26.4.1 of the Proposed PTA Agreement provides that accrual of time off in lieu of overtime worked (TOIL - Overtime) is to be managed by employees and their manager to ensure that TOIL - Overtime is taken, where possible and practicable, within 28 days of accrual.

9. Consistent with its current practice, CFA undertakes that employees to be covered by the Agreement will be able to request that their accrued, but untaken, TOIL - Overtime entitlements are paid out. Where an employee makes such a request, CFA undertakes that the accrued TOIL - Overtime will be paid out at the overtime rate of pay provided by clause 26.2.4 of the Agreement.

10. Consistent with its current practice, CFA undertakes that employees to be covered by the Agreement will receive payment for any accrued, but untaken, TOIL - Overtime entitlements at the time of termination of employment. Where an employee is entitled to receive payment for any accrued, but untaken, TOIL - Overtime entitlements on termination, it will be paid out at the overtime rate of pay provided by clause 26.2.4 of the Agreement.
Directed annual leave

11. CFA undertakes that any direction issued to employees to participate in a leave reduction plan pursuant to clause 46.6.1 of the Agreement will be consistent with clause 24.7 of the *State Government Agencies Award 2010* (Award). Specifically, CFA undertakes that:

(a) it will genuinely try to reach agreement with an employee who has accrued more than eight weeks' paid annual leave regarding the reduction or elimination of the excessive leave accrual;

(b) where, having genuinely tried to reach agreement with the employee in accordance with subparagraph (a) above, agreement has not been reached, CFA may issue a written direction to the employee to take one or more periods of paid annual leave;

(c) any direction issued in accordance with subparagraph (b) above will:

(i) have no effect if it would result in the employee's remaining accrued entitlement to paid annual leave being less than six weeks, when any other paid annual leave arrangements are taken into account;

(ii) not require the employee to take any period of paid annual leave of less than one week;

(iii) not require the employee to take a period of paid annual leave beginning less than eight weeks, or more than 12 months, after the direction is given; and

(iv) must not be inconsistent with any leave arrangement agreed between CFA and the employee.

Reduction in entitlements

Annual leave loading

12. Pursuant to clause 46.3 of the Agreement, employees are not entitled to receive annual leave loading. The value of a 17.5% annual leave loading has been absorbed into the pay scales set out at schedule 1 of the Agreement.

13. CFA undertakes that if in any employee would be entitled to higher earnings under the Award than under the Agreement because of the operation of sub-clause 24.2 of the Award, insofar as it provides for the payment of a loading of 17.5% ordinary rates (excluding overtime and allowances) in addition to the ordinary rates as prescribed in clause 14 of the Award for a period of annual leave, then CFA will pay to the employee earnings of at least as much as they would be entitled to under the Award.
Averaging of ordinary hours over four weeks

14. If an employee who works more than 38 hours per week:

(a) would be entitled to earnings under the Award (due to the operation of clauses 21.1 and 23.1 of the Award, which provide for the payment of overtime where an employee is required to work more than 38 hours per week); and

(b) such earnings are greater than the earnings the employee would be entitled to receive under the Agreement (which provides for the payment of overtime where an employee is required to work in excess of 38 hours per week, averaged over four weeks (at clauses 24.1 and 26.1.2.1 and 26.2.1));

then CFA undertakes to pay to the employee earnings of at least as much as they would be entitled to receive under the Award.

Payment of overtime

15. If an employee who works more than 38 hours per week:

(a) would be entitled to higher earnings under the Award (due to the operation of clauses 21.1 and 23.1 of the Award, which provide for the payment of overtime where an employee is required to work more than 38 hours per week); and

(b) such earnings are greater than the earnings the employee would be entitled to receive under the Agreement (which provides for the payment of overtime where an employee is required to work more than 44 hours in any single week, or more than 38 hours per week averaged over four weeks (at clauses 24.1; 26.1.2.1; 26.1.2.2 and 26.2.1);

then CFA undertakes to pay to the employee earnings of at least as much as they would be entitled to under the Award.

Expanded ordinary hours

16. The daily rate of pay for employees regularly and consistently working the maximum extended ordinary hours (to 8.00pm under clause 24.1 of the Agreement (to 7.00pm for incident management employees under clause 28.9.1 of the Agreement)) in the following classifications is less than the daily rate of pay which these employees would receive if working in the corresponding classification until 8.00pm under the Award (which would provide them with an entitlement to 1.5 hours' overtime):

(a) legal officer - Level 4, Paypoints 1, 2, 3, 4 and 5;

(b) engineer - Level 3, Paypoints 5 and 6;

(c) ITOs - Level 3, Paypoints 5, 6 and 7; and

(d) tech assistant - Level 1, Paypoints 1, 2 and 3.
17. Employees in these classifications are generally only rostered to work extended ordinary hours infrequently (e.g. an average of once every few months), and it is not routine for employees in these classifications to work extended ordinary hours.

18. CFA submits that the higher base rate of pay employees in these classifications will receive under the Proposed PTA Agreement is more than sufficient to account for the sporadic occasions when employees may work extended ordinary hours without receiving overtime or TOIL - Overtime.

19. CFA undertakes to perform an annual audit of employees engaged in these classifications and employees engaged in any classification which receive rates of pay under schedule 1 of the Agreement which are not more than 11.45% higher than the base rate of pay for the corresponding classifications under the Award to ensure that they have not regularly performed extended ordinary hours (with the consequence that they have been underpaid in comparison to what they would have received under the Award), and to rectify any shortfall.”

[24] At the hearing, it was submitted by the CFA that undertakings 15 and 19 do not offend the decision of the Federal Court in *Shop, Distributive & Allied Employees Association v ALDI Foods Pty Ltd* 5 and the decision of the Full Bench in *Shop, Distributive and Allied Employees Association v Beechworth Bakery Employee Co Pty Ltd*. 6

[25] The Full Bench in *Beechworth* when considering a make good clause said as follows:

“[42] However, we do not consider that the part of the undertaking contained in paragraph 6 was capable of satisfying any concern that the Agreement did not pass the better off overall test. First, and most obviously, paragraph 6 of the undertaking does not create an enforceable right to any payment, which if made, would mean that a relevant employee would be better off overall under the Agreement than under the applicable modern award. Rather, the undertaking operates only to allow an employee who “considers that . . . they are not better off overall under this agreement than the applicable award” to request a comparison, and thereafter if the comparison identifies a shortfall, the shortfall together with an additional 1.5% payment by reference to the shortfall amount would be paid in the next pay period after the review is completed.

[43] Such obligation to “make good” any shortfall arises only if an employee makes a request for a review. If no such request is made, whether through ignorance or design, or perhaps because an affected employee simply lacks the time, information or ability to form a view, then no obligation to conduct a review, much less “make good” any shortfall, arises. Any concern that an employee or prospective employee would not be better off overall if the Agreement applied to the employee than if the relevant modern award applied to that employee cannot be met by such an undertaking.

[44] In considering whether an undertaking should be accepted as satisfying a concern that an agreement may not pass the better off overall test, it is necessary to analyse the undertaking so as to ensure that it is expressed in a way which will allow it

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5 [2016] FCAFC 161
6 [2017] FWCFB 1664
to be enforced as a term of the agreement. An undertaking that in its expression is uncertain, ambiguous, aspirational or perhaps conditional, with the result that it will not create an enforceable entitlement as a term of the agreement, will not likely meet the concern that an agreement does not pass the better off overall test.

[45] The second obvious flaw in the undertaking is that since an employee’s consideration that he or she is not better off overall under the agreement compared to the applicable award arises by reference to a four month period, this necessarily means that any review as might be conducted would only occur three times a year in respect of each employee. The inevitable consequence is a delay in payment to an employee. Moreover, the potential length of the delay is unknown as disputes may arise about the quantum of payment due under the undertaking as is apparent from the dispute resolution mechanism established by the undertaking. In these circumstances it is by no means apparent that a 1.5% increase in payment might compensate an employee for that which could be a substantial difference in entitlements over a potentially lengthy and indeterminate period.

[46] In these circumstances it seems to us that the undertaking proffered in paragraph 6 was not an undertaking capable of addressing the Deputy President’s concern that the Agreement did not pass the better off overall test. The acceptance of that undertaking and consequently reliance on it to approve the Agreement was therefore erroneous.”

[26] It is clear that the undertaking provided by the CFA does not have the difficulties identified in [43] as the provision does rely upon a request from the employee.

[27] In relation to undertaking 13, it appears that this reconciliation would occur at the time the employee takes annual leave. In relation to undertaking 14 and 15, it is not clear when the reconciliation would occur. However, it appears that it may occur at the conclusion of the 4 week cycle. In relation to undertaking 19, the audit is annual.

[28] When asked how ensuring the employees were paid at least the Award entitlements meant that employees were better off overall, the CFA submitted that the additional entitlements in the Agreement meant that even if the employees were paid the Award entitlements, they would be better off.

[29] After the hearing, I received revised undertakings from the CFA about the timing of the reconciliations and about the commencing paypoint for technical officers. I sought the views of the bargaining representatives and was advised that APESMA and the ASU supported the undertakings. The UFU had not responded at the time of making this decision. The UFU had supported the earlier undertakings. Some of the other bargaining representatives supported the acceptance of the undertakings.

[30] Mr John Crane was concerned that clause 28.1 may be inconsistent with section 63 of the Act.

[31] Mr Mark Tarbett and Mr Crane raised concerns about the practicalities associated with clause 26.1.1 which requires employees to obtain approval from their supervisor/line manager before commencing work for work overtime or time in lieu applies. Mr Tarbett said this was a real issue for employees during Incident Management Support activities.
Mr Crane said that this can involve very intense periods of work when the employee may be subject to direction by other than PTA staff members and that this creates particular problems in relation to overtime and TOIL. It was said employees cannot refuse to work unpaid hours between 7.6 and 10 hours per shift.

Mr Tarbett and Mr Crane further expressed concern about the loss of leave loading and sought its reinstatement.

Consideration

Overtime

In assessing whether employees working outside the span of hours in the Award or more than 7.6 ordinary hours per day would be worse off under the Agreement, it is necessary to take into account that under the Award employees who are in receipt of a salary in excess of that prescribed for the top of the Administrative Officer Grade 6 are not entitled to receive payment for overtime. That rate is $58,221. All employees under the Agreement classified at Level 3 and above earn more than $58,221. By contrast to the Award, all employees under the Agreement are entitled to receive payment for overtime. The only employees therefore who would potentially be worse off under the Agreement are those employees who are engaged at Level 2, paypoint 8 and below as those employees earn less than the salary level set in the Award for the payment of overtime.

Without having regard to this cut off point for overtime payments, employees who are paid not more than 11.45% higher than the Award may receive less in a 4 week period than they would under the Award.

Overtime or TOIL under the Agreement is not payable or available until an employee works more than 10 hours per day. The Award sets the maximum weekly hours per week at 38 and the span of hours. However that does not mean an employee cannot work more than 7.6 hours per day without being entitled to overtime or TOIL. An employee could, for example, be rostered to work 3 x 10 hour days and one 8 hour day. In those circumstances, the employee would not be entitled to overtime or TOIL under the Award.

Further the hours worked between 7.6 hours and 10 hours on a day under the Agreement are paid hours they are just not paid at overtime rates.

I am therefore satisfied that Agreement clauses dealing with the span of hours in the Agreement and the capacity to average hours of work over a 4 week period, when regard is had to the undertakings, are not a barrier to the approval of the Agreement.

S.63 of the Fair Work Act 2009

S.63 provides that an enterprise agreement may average the hours of work over a specified period and that an employee may be required to work excess hours provided they are reasonable.

This Agreement averages hours over a 4 week period. This is clearly permissible. It is clear that s.63 permits the averaging of hours over a period of time. Such averaging changes
when overtime is payable. Many modern awards provide for the averaging of hours of work over a 4 week period as does this Award for shift workers.

[41] An employee bargaining representative complains that incident management employees do not have the right to refuse to work unreasonable overtime. However clause 28.10.10 does permit these employees to refuse to work unreasonable overtime.

[42] I am satisfied that the hours of work clauses in the Agreement do not offend s.63 of the Act.

The reconciliation clauses

[43] I am satisfied that the reconciliation clauses do not result in any unreasonable delay in payment to the employees and while they only ensure the employees receive the payment in that reconciliation period that they would have received under the Award, the Agreement contains significant other benefits which ensure that even if paid in that 4 week period what the employee would receive under the Award, the employee would still be better off.

[44] Some of the bargaining representatives have submitted that it will be difficult for employees to check the accuracy of the reconciliation. While I accept that it may be difficult because what must be compared is what an employee would receive under the Award based on the Award minimum rate of pay compared to what the employee is paid under the Agreement. Further, in making this calculation regard will need to be had to the cut off point for overtime payments under the Award. However, given the undertaking to conduct two of the audits monthly and the audit in relation to annual leave loading at the time the employee takes annual leave, I am not satisfied that any difficulties could not be overcome by the CFA providing the employee with a document outlining how it calculated the employee’s entitlement.

Other concerns

[45] In relation to the concern about employees requiring permission to work hours that attract overtime or TOIL the Award does not permit employees to decide their hours of work. Overtime is only payable or TOIL taken if the hours worked are required. There is nothing in the Award which would prevent the CFA from advising employees that authorisation in advance was required prior to an employee working additional hours. There was no evidence put before me that established that when working in Incident Management Support that the employees would be not be better off under the Agreement when compared to the Award even having regard to the rolling up of annual leave loading. I am satisfied that the undertakings will resolve any doubt in this regard.

[46] Some of the bargaining representatives expressed concern about the CFA’s approach to the negotiations on some matters. The Commission does not have the power to generally review the bargain made by the employees and their employer or the bargaining approach of the parties. In bargaining parties are able to take hard positions. The Commission must be satisfied that the Agreement passes the better off overall test and in doing so can have regard to the undertakings provided by the employer and the views of the bargaining representatives.
Conclusion

[47] A copy of the CFA’s undertakings are attached in Annexure A. Having consulted with the bargaining representatives I am satisfied that the Agreement with the undertakings passes the better off overall test.

[48] I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

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

[50] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement and is attached in Annexure B.

[51] The ASU, 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) I note that the Agreement covers the organisation.

[52] The UFU, 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) I note that the Agreement covers the organisation.

[53] APESMA, 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) I note that the Agreement covers the organisation.

[54] The Agreement was approved on 30 June 2017 and, in accordance with s.54, will operate from 7 July 2017. The nominal expiry date of the Agreement is 28 November 2020.

DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No: AG2017/1288


UNDEARTAKING

Pursuant to section 190 of the Fair Work Act 2009 (Cth) and regulation 2.07 of the Fair Work Regulations 2009 (Cth), Country Fire Authority (CFA) hereby gives the following written undertaking in respect of the Country Fire Authority Professional, Technical and Administrative Agreement 2016 (Agreement).

1. The effect of this undertaking will not cause financial detriment to any employee covered by the Agreement or result in substantial changes to the Agreement.

Schedule 1 - Rates of pay

Legal Stream - Legal officers

2. CFA does not currently employ any legal officers in the Legal Stream who would be classified below Level 4, Paypoint of the Agreement. For any new employees, the minimum entry point for a legal officer in the Legal Stream is Level 4, Paypoint 1.

3. CFA undertakes that all legal officers in the Legal Stream (whether employed before or after the commencement of the Agreement) will receive at least the rates of pay under the Agreement for classification Level 4, Paypoint 1.

Engineering Stream - Engineers

4. CFA does not currently employ any engineers in the Engineering Stream who would be classified below Level 4 under the Proposed PTA Agreement. For any new employees, the minimum entry point for an engineer in the Engineering Stream under the Proposed PTA Agreement is Level 3, Paypoint 5.

5. CFA undertakes that all engineers in the Engineering Stream (whether employed before or after the commencement of the Agreement) will receive at least the rates of pay under the Agreement for classification Level 3, Paypoint 5.

Professional Stream - Information technology officers

6. CFA does not currently employ any information technology officers (ITOs) in the Professional Stream who would be classified below Level 4 under the Proposed PTA Agreement. For any new employees, the minimum entry point for an ITO in the Professional Stream under the Proposed PTA Agreement is Level 3, Paypoint 5.

7. CFA undertakes that all ITOs in the Professional Stream (whether employed before or after the commencement of the Agreement) will receive at least the rates of pay under the Agreement for classification Level 3, Paypoint 5.
Technical Officers

8. CFA does not currently employ any technical officers (TOs) in the Technical Stream who would be classified below Level 4 under the Proposed PTA Agreement. For any new employees, the minimum entry point for a TO in the Technical Stream under the Proposed PTA Agreement is Level 4, Paypoint 1.

9. CFA undertakes that all TOs in the Technical Stream (whether employed before or after the commencement of the Agreement) will receive at least the rates of pay under the Agreement for classification Level 4, Paypoint 1.

Clause 26.4.3 - Time off in lieu

10. Clause 26.4.1 of the Proposed PTA Agreement provides that accrual of time off in lieu of overtime worked (TOIL - Overtime) is to be managed by employees and their manager to ensure that TOIL - Overtime is taken, where possible and practicable, within 28 days of accrual.

11. Consistent with its current practice, CFA undertakes that employees to be covered by the Agreement will be able to request that their accrued, but untaken, TOIL - Overtime entitlements are paid out. Where an employee makes such a request, CFA undertakes that the accrued TOIL - Overtime will be paid out at the overtime rate of pay provided by clause 26.2.4 of the Agreement.

12. Consistent with its current practice, CFA undertakes that employees to be covered by the Agreement will receive payment for any accrued, but untaken, TOIL - Overtime entitlements at the time of termination of employment. Where an employee is entitled to receive payment for any accrued, but untaken, TOIL - Overtime entitlements on termination, it will be paid out at the overtime rate of pay provided by clause 26.2.4 of the Agreement.

Directed annual leave

13. CFA undertakes that any direction issued to employees to participate in a leave reduction plan pursuant to clause 46.6.1 of the Agreement will be consistent with clause 24.7 of the State Government Agencies Award 2010 (Award). Specifically, CFA undertakes that:

(a) it will genuinely try to reach agreement with an employee who has accrued more than eight weeks' paid annual leave regarding the reduction or elimination of the excessive leave accrual;

(b) where, having genuinely tried to reach agreement with the employee in accordance with subparagraph (a) above, agreement has not been reached, CFA may issue a written direction to the employee to take one or more periods of paid annual leave;

(c) any direction issued in accordance with subparagraph (b) above will:

(i) have no effect if it would result in the employee's remaining accrued entitlement to paid annual leave being less than six weeks, when any other paid annual leave arrangements are taken into account;

(ii) not require the employee to take any period of paid annual leave of less than one week;
(iii) not require the employee to take a period of paid annual leave beginning less than eight weeks, or more than 12 months, after the direction is given; and

(iv) must not be inconsistent with any leave arrangement agreed between CFA and the employee.

Reduction in entitlements

Annual leave loading

14. Pursuant to clause 46.3 of the Agreement, employees are not entitled to receive annual leave loading. The value of a 17.5% annual leave loading has been absorbed into the pay scales set out at schedule 1 of the Agreement.

15. CFA undertakes that if in any employee would be entitled to higher earnings under the Award than under the Agreement because of the operation of sub-clause 24.2 of the Award, insofar as it provides for the payment of a loading of 17.5% ordinary rates (excluding overtime and allowances) in addition to the ordinary rates as prescribed in clause 14 of the Award for a period of annual leave, then CFA will pay to the employee earnings of at least as much as they would be entitled to under the Award.

16. CFA undertakes to ensure compliance with paragraph 15 of this Undertaking by performing an audit for any employees who may potentially be entitled to higher earnings under the Award than under the Proposed PTA Agreement at the time any such employee takes annual leave.

Averaging of ordinary hours over four weeks

17. If an employee who works more than 38 hours per week:

(a) would be entitled to earnings under the Award (due to the operation of clauses 21.1 and 23.1 of the Award, which provide for the payment of overtime where an employee is required to work more than 38 hours per week); and

(b) such earnings are greater than the earnings the employee would be entitled to receive under the Agreement (which provides for the payment of overtime where an employee is required to work in excess of 38 hours per week, averaged over four weeks (at clauses 24.1 and 26.1.2.1 and 26.2.1));

then CFA undertakes to pay to the employee earnings of at least as much as they would be entitled to receive under the Award.

18. CFA undertakes to ensure compliance with paragraph 17 of this Undertaking by conducting an audit every four weeks of employees who may be at risk of a shortfall in earnings who have worked more than 38 hours, up to and including 44 hours per week, and who have not been paid overtime or received time off in lieu of overtime (on the basis of accrual of overtime penalty rates rather than on the basis of hours worked).
Payment of overtime

19. If an employee who works more than 38 hours per week:

(a) would be entitled to higher earnings under the Award (due to the operation of clauses 21.1 and 23.1 of the Award, which provide for the payment of overtime where an employee is required to work more than 38 hours per week); and

(b) such earnings are greater than the earnings the employee would be entitled to receive under the Agreement (which provides for the payment of overtime where an employee is required to work more than 44 hours in any single week, or more than 38 hours per week averaged over four weeks (at clauses 24.1; 26.1.2.1; 26.1.2.2 and 26.2.1);

then CFA undertakes to pay to the employee earnings of at least as much as they would be entitled to under the Award.

20. CFA undertakes to ensure compliance with paragraph 19 of this Undertaking by conducting an audit every four weeks of employees who may be at risk of a shortfall in earnings who have worked more than 38 hours, up to and including 44 hours per week, and who have not been paid overtime or received time off in lieu of overtime (on the basis of overtime payment hours, rather than on the basis of hours worked).

Expanded ordinary hours

21. The daily rate of pay for employees regularly and consistently working the maximum extended ordinary hours (to 8.00pm under clause 24.1 of the Agreement (to 7.00pm for incident management employees under clause 28.9.1 of the Agreement)) in the following classifications is less than the daily rate of pay which these employees would receive if working in the corresponding classification until 8.00pm under the Award (which would provide them with an entitlement to 1.5 hours’ overtime):

(a) legal officer - Level 4, Paypoints 1, 2, 3, 4 and 5;

(b) engineer - Level 3, Paypoints 5 and 6;

(c) ITOs - Level 3, Paypoints 5, 8 and 7; and

(d) tech assistant - Level 1, Paypoints 1, 2 and 3.

22. Employees in these classifications are generally only rostered to work extended ordinary hours infrequently (e.g. an average of once every few months), and it is not routine for employees in these classifications to work extended ordinary hours.

23. CFA submits that the higher base rate of pay employees in these classifications will receive under the Proposed PTA Agreement is more than sufficient to account for the sporadic occasions when employees may work extended ordinary hours without receiving overtime or TOIL - Overtime.
24. CFA undertakes to perform an audit every four weeks of employees engaged in these classifications and employees engaged in any classification which receive rates of pay under schedule 1 of the Agreement which are not more than 11.45% higher than the base rate of pay for the corresponding classifications under the Award to ensure that they have not regularly performed extended ordinary hours (with the consequence that they have been underpaid in comparison to what they would have received under the Award) and to rectify any shortfall.

On behalf of Country Fire Authority

[Signature]

Signed by Frances Diver
Chief Executive Officer
22 June 2017
Model flexibility term

(1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
   (a)  the agreement deals with 1 or more of the following matters:
       (i) arrangements about when work is performed;
       (ii) overtime rates;
       (iii) penalty rates;
       (iv) allowances;
       (v) leave loading; and
   (b)  the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
   (c)  the arrangement is genuinely agreed to by the employer and employee.

(2) The employer must ensure that the terms of the individual flexibility arrangement:
   (a)  are about permitted matters under section 172 of the Fair Work Act 2009; and
   (b)  are not unlawful terms under section 194 of the Fair Work Act 2009; and
   (c)  result in the employee being better off overall than the employee would be if no arrangement was made.

(3) The employer must ensure that the individual flexibility arrangement:
   (a)  is in writing; and
   (b)  includes the name of the employer and employee; and
   (c)  is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
   (d)  includes details of:
       (i)  the terms of the enterprise agreement that will be varied by the arrangement; and
       (ii) how the arrangement will vary the effect of the terms; and
       (iii) 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
   (e)  states the day on which the arrangement commences.

(4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

(5) The employer or employee may terminate the individual flexibility arrangement:
   (a)  by giving no more than 28 days written notice to the other party to the arrangement; or
   (b)  if the employer and employee agree in writing — at any time.
CFA Professional, Technical and Administrative Agreement 2016

Note - the model flexibility term is taken to be a term of this agreement. This agreement is to be read together with an undertaking given by the employer. The undertaking is also taken to be a term of this agreement. A copy of these terms can be found at the end of the agreement.
PART 1  APPLICATION AND OPERATION OF AGREEMENT

1  TITLE
This agreement shall be known as Country Fire Authority Professional, Technical and Administrative Agreement 2016.

2  ARRANGEMENT
This agreement is arranged as follows:

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3 OBJECTIVES

The objectives of this Agreement are:

- To maintain the high level contribution that Professional, Technical and Administrative staff make to CFA’s mission to protect lives and property throughout Victoria and to maintain and strengthen the capacity of CFA’s volunteers.

- To ensure that workplaces and working relationships reflect CFA’s values; Safety, Together, Adaptive, Integrity and Respect.

These objectives are supported by the following elements of this Agreement:

- Ensuring that employment is secure and fulfilling,
- Recognition of the roles Employees perform in Incident Management Support,
- Enhanced provisions to assist staff balance work and family obligations,
- Recognition of the roles undertaken by workplace representatives,
- Further service delivery and productivity improvements.

These objectives will be achieved whilst maintaining safe working environments and maintaining levels of community safety.

A signification element of these objectives is the recognition and valuing of continued diversity within the Professional, Technical and Administrative workforce.

The CFA is committed to promoting and supporting diversity in the workplace. The parties recognise that the CFA’s success depends upon our people, with their diverse views, abilities, skills, languages, cultures and backgrounds. The CFA respects, values and encourages diversity in the workplace. The CFA is an inclusive organisation that values fairness, equity and diversity and is committed to:

- Ensuring employees work within and apply workplace diversity principles, especially in leadership and management practices and behaviours within the organisations;
- Fostering a culture that acknowledges and promotes diversity and includes the prevention and elimination of discrimination in all forums;
- Continued development and implementation of strategies to reduce barriers to employment; and
- Fostering a work environment free of harassment.

Initiatives designed to facilitate the objectives in this clause will be progressed through the Joint Consultative Committee.

CFA will ensure that its’ people are fully aware of and understand the terms and obligations contained within this Agreement; and that those terms and obligations are fully implemented.

4 PERIOD OF OPERATION

4.1 Period of Operation

This agreement shall come into force 7 days after the date it is approved by the Fair Work Commission and will nominally expire on 28 November 2020.

4.2 Renegotiation
Negotiations for a replacement agreement shall commence six months prior to the nominal expiry of this Agreement. This Agreement will remain in force until replaced by a new agreement.

CFA will be responsible for initiating and convening meetings for the purpose of commencing negotiations.

5 APPLICATION OF AGREEMENT

5.1 This Agreement covers:

5.1.1 the Country Fire Authority (CFA); and,

5.1.2 all employees of the CFA who perform work that is covered by the classifications contained in this Agreement (Employees) other than:

Employees bound one of the following enterprise agreements or their successors:

- CFA/ UFU Operational Staff Enterprise Agreement 2010;
- CFA Mechanical Maintenance and Tower Overseer Certified Agreement 2009;
- CFA/ UFU Managers Community Safety Enterprise Agreement 2009;
- CFA/ UFU Fiskville Hospitality Agreement 2014.

5.1.3 Subject to s.183 (1) of the Fair Work Act and as noted by the Fair Work Commission in its decision to approve this enterprise agreement, this enterprise agreement shall cover the:

5.1.3.1 Australian Municipal, Administrative, Clerical and Services Union (Victorian and Tasmanian Authorities and Services Branch);
5.1.3.2 Professionals Australia;
5.1.3.3 Media, Entertainment & Arts Alliance;
5.1.3.4 United Firefighters Union of Australia

6 RELATIONSHIP TO OTHER AGREEMENTS AND AWARDS

6.1 This Agreement is a comprehensive agreement. It operates to the exclusion of any other awards or collective agreements.

6.2 The provisions in this agreement regarding leave are intended to apply instead of the leave provisions in the National Employment Standards (NES) except where the NES provides for a more generous entitlement in which case the NES will apply.

6.3 Where this Agreement refers to CFA policy, it is not intended that the policy become or be treated as a term of this Agreement. In the event of conflict between a CFA Policy and a term of this Agreement the Agreement shall prevail.

7 NO EXTRA CLAIMS

The parties undertake that for the life of the Agreement there shall be no further claims in relation to salary increases or conditions of employment, except for those granted under the terms of the Agreement.
8  SAVINGS
The operation of this Agreement shall not result, on balance, in the reduction of the overall terms and conditions of employment of employees.

9  OPERATION OF THE AGREEMENT
Where this Agreement deals with terms that are also dealt with in the Country Fire Authority Act [1958], it is the intention of the parties that the terms of the Agreement shall prevail.

10  DEFINITIONS


Casual Employee – An Employee engaged by the hour and paid as such.

CBD – Melbourne Central Business District as defined in “Melways” Map 1A and 1B

CEO – The Chief Executive Officer of CFA.

Child –
   i. for the purpose of parental leave; a child of the employee under school age except for adoption of an eligible child where ‘eligible child’ means a person under the age of 16 years who is placed with the employee for the purposes of adoption, other than:
   ii. a child or step-child of the employee or of the spouse of the employee; or
      a. a child who has previously lived continuously with the employee for a period of six months or more; or
      b. for all other circumstances covered by this agreement; a child or an adult child, including an adopted child, a step child or an exnuptial child of the employee.

CFA – Country Fire Authority

CFA Act – Country Fire Authority Act 1958 (Vic) as amended.

CFA Regulations – Country Fire Authority Regulations 2004 (Vic) as amended.

Code of Conduct – Code of Conduct for Victorian Public Sector Employees as issued by the Victorian Public Sector Commissioner under section 61 of the Public Administration Act 2004 as amended.

Continuous Service –
   i. for the purpose of parental leave; work for CFA on a regular and systematic basis including any period of authorised leave or absence or as provided by the Fair Work Act 2009 (Cth) with respect to ‘eligible casual employees’;
   ii. for the purpose of long service leave; any contract of employment and/or series of contracts of employment with CFA as provided for by the long service leave provisions of the CFA Act and/or Regulations; or
   iii. in circumstances covered by this agreement other than parental leave and/or long service leave; service under an unbroken contract of employment and includes any period of authorised leave or absence or as provided by the Fair Work Act 2009 (Cth) with respect to ‘eligible casual employees’.

De facto Partner – A person who, although not legally married to an Employee, lives with that Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes).

Usual Place of Work – the location(s) at which CFA requires an Employee to perform their authorised duties, whether the appointed location or not.
**Eligible Casual Employee** – a Casual Employee who:

i. is employed by CFA on a regular and systematic basis for a sequence of periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and

ii. has, a reasonable expectation of ongoing employment, despite a pregnancy or a decision to adopt.

**Employee or Employees** – an Employee or Employees of CFA covered by this Agreement, as set out in Clause 5.1.2.

**Fixed Term Employee** – a person employed for a specified period of time on a Full-time or Part-time basis.

**Full-Time Employee** – an Employee as defined in Clause 14.2.

**FWC** – Fair Work Commission or any subsequent entities.

**Government Guidelines** – a Government document that may guide CFA decisions, processes, standards and/or practices.

**Immediate Family** – an Employee’s family including:

i. Spouse (including a former spouse, a de facto partner and a former de facto partner) of the Employee. A de facto partner means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and

ii. Child or an adult child (including an adopted child, a step child or an exnuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.

**Industrial Action** – as defined in section 19 of the Fair Work Act.

**Major Fire or Incidents** – any fire or incident, or complex of fires or incidents that remain active events beyond 24 hours from the time of commencement.

**Most Direct Route** – for the purposes of Clause 38 of this Agreement, the most direct route is the shortest practical route by road, as provided by CFA’s SIS department or similar mapping software.

**National Training Wage Schedule** – the National Training Wage Schedule as published by FWC.

**Nominal Expiry Date** – the date specified in Clause 4.1.

**Parent** – includes the parent, guardian or person responsible for the care of a Child.

**Party/Parties** – means:

i. CFA;

ii. Employees;

iii. Union/s that have successfully made application to be a party to this Agreement under section 183 of the Fair Work Act.

**Procedural Fairness** – for the purposes of this Agreement, the terms procedural fairness and natural justice have the same meaning. Any reference to procedural fairness in this Agreement is also a reference to natural justice.

**Receipts** – referred to in this Agreement comprise original documentation being either an original Tax Invoice or other original documents confirming receipt of payment by the employee.
Representative/s – a Party or Parties to the Agreement or a representative appointed by an Employee to represent the Employee as provided under this Agreement.

Shift – a ‘shift’ is a single engagement which is defined as the continuous hours of work that an Employee is required to perform in a 24 hour period. Continuous means consecutive hours worked, including breaks, as provided by Clause 27.

Spouse – includes a spouse, de facto partner, former spouse or former de facto partner. The Employee’s ‘de facto spouse’ means a person who lives with the Employee as husband, wife or same sex partner on a bona fide domestic basis, although not legally married to the Employee.

Standard Allowance – based on the Australian Taxation Office Determination Table 1, as summarised in Schedule 2, for reasonable daily travel allowance amounts and/or where the Employee is required to sleep away from home.

PART 2 CONSULTATION & RELATED MATTERS

11 CONSULTATION

11.1 Consultative mechanisms – major change

11.1.1 This clause applies if CFA:

11.1.1.1 proposes to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

11.1.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

11.1.2 For a major change referred to in clause 11.1.1.1:

11.1.2.1 CFA must notify the relevant Employees and their union of the decision to introduce the major change; and

11.1.2.2 subclauses 11.1.3 to 11.1.9 apply.

11.1.3 The relevant Employees may appoint a representative for the purposes of the procedures in this clause.

11.1.4 CFA must recognise the representative if:

11.1.4.1 a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

11.1.4.2 the Employee or Employees advise CFA of the identity of the representative;

11.1.5 As soon as practicable after CFA has developed a change proposal CFA must:

11.1.5.1 discuss with the relevant Employees:

11.1.5.1.1 the introduction of the change; and

11.1.5.1.2 the effect the change is likely to have on the Employees; and
11.1.5.1.3 measures CFA is taking to avert or mitigate the adverse effect of the change on the Employees; and

11.1.5.2 for the purposes of the discussion – provide, in writing, to the relevant Employees:

11.1.5.2.1 all relevant information about the change including the nature of the change proposed; and

11.1.5.2.2 information about the expected effects of the change on the Employees; and

11.1.5.2.3 any other matters likely to affect the Employees.

11.1.6 However, CFA is not required to disclose confidential or commercially sensitive information to the relevant Employees.

11.1.7 CFA must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

11.1.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of CFA, the requirements set out in clause 11.1.2.1 and subclauses 11.1.3 and 11.1.5 are taken not to apply.

11.1.9 In this clause, a major change is likely to have a significant effect on Employees if it results in:

11.1.9.1 the termination of the employment of employees; or

11.1.9.2 major change to the composition, operation or size of CFA’s workforce or to the skills required of Employees; or

11.1.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

11.1.9.4 the alteration of hours of work; or

11.1.9.5 the need to retrain Employees; or

11.1.9.6 the need to relocate Employees to another workplace; or

11.1.9.7 the restructuring of jobs.

11.2 Change to regular roster or ordinary hours of work

11.2.1 For a change referred to in clause 11.1.1.2:

11.2.1.1 CFA must notify the relevant employees of the proposed change; and

11.2.1.2 subclauses 11.2.2 to 11.2.6 apply.

11.2.2 The relevant employees may appoint a representative for the purposes of the procedures in this term.

11.2.3 If:
11.2.3.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

11.2.3.2 the employee or employees advise CFA of the identity of the representative;

CFA must recognise the representative

11.2.4 As soon as practicable after proposing to introduce the change, CFA must:

11.2.4.1 discuss with the relevant employees the introduction of the change; and

11.2.4.2 for the purposes of the discussion—provide to the relevant employees:

11.2.4.2.1 all relevant information about the change, including the nature of the change; and

11.2.4.2.2 information about what CFA reasonably believes will be the effects of the change on the employees; and

11.2.4.2.3 information about any other matters that CFA reasonably believes are likely to affect the employees; and

11.2.4.3 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).

11.2.5 However, CFA is not required to disclose confidential or commercially sensitive information to the relevant employees.

11.2.6 CFA must give prompt and genuine consideration to matters raised about the change by the relevant employees.

11.2.7 In this term, relevant employees means the employees who may be affected by a change referred to in subclause 11.1.1.

11.2.8 A relevant employee or the representative of a relevant employee may request that consultation be conducted via the Joint Consultative Committee shown at sub-clause 11.3. CFA will not refuse such a request.

11.3 Joint consultative committee

11.3.1 The Joint Consultative Committee (JCC) will:

11.3.1.1 Enable and be utilised to facilitate effective communication and consultation during significant workplace change; and

11.3.1.2 Provide a forum for discussing the implementation of this Agreement and any employment related matters arising from this Agreement.

11.3.2 The JCC may be convened at the request of any of the Parties to the Agreement.
11.3.3 Membership of the JCC will comprise parties relevant to the matter under consultation. The JCC will establish its meeting times, and special meetings may be called to deal with specific issues.

11.3.4 Subject to clause 11.3.8 the JCC is able to consider any matter relating to the implementation or further development of matters set out in this Agreement.

11.3.5 Members of the JCC may refer matters to other parties as appropriate for information and/or advice.

11.3.6 Members of the JCC will have adequate time and access to the Employees they represent in order to prepare for meetings and to report back, when necessary, on issues discussed.

11.3.7 Where information is to be provided to the JCC concerning the proposed introduction of change in CFA workplace(s) or any other matter arising out of this Agreement, the JCC will not be provided with any information concerning the identity, classification, income or any other information of any type relating to any individual Employees without the consent of the those Employees.

11.3.8 The aims of the JCC will be to:

11.3.8.1 Consider and make recommendations regarding issues referred to the JCC, pursuant to this clause and its sub-clauses; and

11.3.8.2 Provide a mechanism for Employee input into the resolution of issues referred to the JCC, pursuant to this clause and its sub-clauses, thus providing an opportunity to utilise Employee knowledge and experience to provide a mechanism for improving communication and cooperation between the Authority and its Employees.

11.3.9 The JCC may alter its size and/or composition or establish working parties to research and make recommendations on specific issues for discussion and the development of recommendations by the JCC at a later date.

11.3.10 Each Party to the discussions will give prompt consideration to matters raised by the Employees or the Employees representatives.

11.3.11 For the purpose of such discussion, management representatives of CFA will, via the JCC, provide in writing, all relevant information about the changes to the Employees concerned and, should they request it, to their representatives. The information will include the nature of the changes proposed, expected effects of the changes on the Employees and any other matters likely to affect the Employees, provided that CFA shall not be required to disclose confidential information which would be contrary to CFA’s interests and provided that the changes proposed do not contemplate matters which are not permitted matters within the meaning of the Act.

11.3.12 Upon a request for the Joint Consultative Committee to be convened CFA will inform all PTA staff of the request by “Update” newsletter.

11.4 Workplace representatives

11.4.1 Facilities
For the purpose of carrying out their role in the consultative and dispute resolution procedures within this Agreement, Employee representatives will be:

11.4.1.1 Provided with reasonable access to office equipment and services such as office, email, telephone and computer access where practicable.

11.4.1.2 Permitted to post written material relevant to the Employees they represent in a place to which Employees have access but which is not a public place.

11.4.1.3 Subject to operational requirements, granted reasonable time in the course of their duties to discuss the issues the subject of the consultative or dispute resolution clause with the Employee/s they represent. Representatives are to ensure that these discussions do not hinder or obstruct an Employee in the performance of their work and that service delivery is not affected. CFA will not unreasonably refuse time being made available for this purpose.

11.4.2 Leave to attend training

11.4.2.1 An Employee Representative who has been nominated to attend a training course may be granted up to five days of paid leave to attend an accredited or CFA approved training course in any one calendar year, non-cumulative, on the following conditions:

11.4.2.2 The scope, content and level of the course is directed to the enhancement of the operation of the Grievance/Dispute Settlement process in Clause 12, or knowledge of industrial relations or industrial entitlements or OH&S matters.

11.4.2.3 The granting of leave will be subject to the operational requirements of CFA not being adversely affected, provided that CFA will not unreasonably refuse a request for leave to attend a training course.

11.4.2.4 An Employee may be granted paid leave in excess of five days and up to ten days in any one calendar year subject to the total taken in that year and the subsequent year not exceeding ten days.

11.4.2.5 An Employee will not be eligible to claim any personal or travelling expenses associated with attendance.

12 GRIEVANCE/DISPUTE SETTLEMENT PROCEDURE

12.1 The purpose of this clause is to provide a process of procedural fairness for the resolution of grievances/disputes.

12.2 Unless otherwise provided for in this agreement, a dispute / grievance about all matters pertaining to the employment relationship, or the National Employment Standards (NES), must be dealt with by this clause, other than termination of employment.

12.3 An Employee may submit a grievance /dispute over a matter pertaining to the employment relationship, or the NES, and the procedure must be followed to resolve the grievance/dispute.
12.4 CFA may raise a grievance/dispute over a matter pertaining to the employment relationship, or the NES. In circumstances where CFA raise the dispute/grievance, CFA will follow all aspects of this clause in order to resolve the grievance/dispute and references to the Employee and references to CFA will be reversed.

12.5 CFA management representatives and the Employee are expected to make a sincere effort to reconcile their differences in a cooperative problem-solving manner. This includes but is not limited to a reasonable response to all concerns raised by the other party.

12.6 Maintenance of Status Quo

12.6.1 While a dispute/grievance is being dealt with in accordance with this clause, work should continue in accordance with usual practice, unless clause 12.6.3 applies.

12.6.2 Notwithstanding clause 12.6.1, unless an Employee advises CFA in writing that they wish to escalate the grievance/dispute to the next step within ten (10) working days, the grievance/dispute will be treated as having been finalised and the status quo will cease to operate.

12.6.3 Where a grievance/dispute expires pursuant to clause 12.6.2, the Employee may revive the grievance/dispute where there are reasonable grounds.

12.6.4 Where a grievance/dispute expires pursuant to clause 12.6.2 and the Employee reasonably wishes to revive the grievance/dispute, the status quo pursuant to clause 12.6.1 will not apply.

12.6.5 No party to the grievance/dispute will be prejudiced by the continuance of work in accordance with the maintenance of the status quo under this clause.

12.7 Representation

12.7.1 The Employee/s involved in the grievance/dispute has a right to representation at all meetings/discussions about the grievance/dispute.

12.7.2 The representative of the Employee/s is determined by each Employee and may or may not be an officer of a Union.

12.7.3 The Employee/s involved in the grievance/dispute will advise the CFA Supervisor/Manager concerned when their representative will be present at each meeting/discussion regarding the grievance/dispute.

12.7.4 CFA Supervisor(s)/Manager(s) involved in the grievance/dispute will advise the Employee/s concerned when other persons will be in attendance at each meeting/discussion regarding the grievance/dispute.

12.8 Timelines

12.8.1 The 5 working days indicated in each of the first 3 steps under clause 12.9, should not prevent a matter being referred to the next step at an earlier time if circumstances indicate that it is appropriate to do so.

12.8.2 In circumstances where a grievance/dispute is referred to the next step inside the five (5) working days, the total time for the first 3 steps will stand alone as fifteen (15) working days.
12.8.3 By mutual agreement the time limits provided for in this procedure may be extended. Such agreement will not be unreasonably withheld by either party.

12.9 Procedure

The following steps must be followed if an Employee has a grievance / dispute over any matter arising under this Agreement, or the NES, to resolve the grievance/dispute.

12.9.1 Step One: (Five (5) clear working days)

12.9.1.1 The Employee is to discuss the grievance/dispute with their immediate supervisor in an attempt to resolve the problem. The commencement date is the date the grievance/dispute is formally submitted to the immediate supervisor. If not resolved, the Employee may choose to escalate the grievance/dispute to Step Two.

12.9.2 Step Two: (Five (5) clear working days)

12.9.2.1 In the event that the grievance/dispute is not resolved, it may be referred by the Employee to the supervisor’s manager, who will attempt to resolve the grievance/dispute. If not resolved, the Employee may choose to escalate the grievance/dispute to Step Three.

12.9.3 Step Three: (Five (5) clear working days)

12.9.3.1 Should the grievance/dispute not be resolved at Step Two it may be referred by the Employee to the relevant departmental Director or Regional Manager.

12.9.3.2 The Employee is to provide the Director or Regional Manager the full details/particulars of their grievance/dispute in writing.

12.9.4 Step Four: (Five (5) clear working days)

12.9.4.1 In the event that the grievance/dispute remains unresolved after Step Three, details of the grievance/dispute, including all relevant documentation may be referred by the Employee to the Executive Director, People and Culture (EDPC) or their nominated representative.

12.9.4.2 Where the Employee refers the grievance/dispute to the EDPC, the Employee is to provide the EDPC or the EDPC’s nominated representative the full details/particulars of the Employee’s grievance/dispute in writing.

12.9.4.3 Where the Employee refers the grievance/dispute to the EDPC, the Director or Regional Manager who responded to the grievance/dispute at Step 3 (clause 12.9.3) is to provide the CEO or the CEO’s nominated representative with the full response in writing that they provided to the Employee regarding the Employee’s grievance/dispute.

12.9.4.4 The CEO or the CEO’s nominated representative will consider the written submissions of the Employee and the Director/Regional Manager regarding the grievance/dispute, undertake discussions with the Employee, the Employee’s representative and relevant managers/supervisors, as appropriate, and provide a decision within the most practicable timeframe.
12.9.4.5 Should the grievance/dispute not be resolved at Step Four, it may be referred by either party to the FWC to have the grievance/dispute dealt with by conciliation.

12.9.5 Step Five: Conciliation

12.9.5.1 Where a dispute/grievance is referred for conciliation, a member of the FWC will do everything that appears to the member to be right and proper to assist the parties to the grievance/dispute to agree on terms for the settlement of the grievance/dispute.

12.9.5.2 This may include arranging:

(a) Conferences of the parties to the grievance/dispute or their representatives presided over by the member; and

(b) For the parties to the dispute or their representatives to confer among themselves at conferences at which the member is not present.

12.9.5.3 Conciliation before the FWC will be regarded as completed when:

(a) The parties to the dispute have reached agreement on the settlement of the grievance/dispute; or

(b) Either party to the grievance/dispute informs the FWC member that there is no likelihood of agreement on the settlement of the grievance/dispute and the member does not have substantial reason to refuse to regard the conciliation proceedings as completed; or

(c) The member of the FWC conducting the conciliation is satisfied that, within a reasonable period, there is no likelihood that further conciliation will result in agreement on terms for settlement of the grievance/dispute by the parties to the grievance/dispute.

12.9.6 Arbitration

12.9.6.1 If the grievance/dispute has not been settled when conciliation has been completed, either party to the grievance/dispute may request that the FWC proceed to determine the grievance/dispute by arbitration.

12.9.6.2 Where a member of the FWC has exercised conciliation powers in relation to the grievance/dispute, the member will not exercise, or take part in the exercise of, arbitration powers in relation to the grievance/dispute if a party to the grievance/dispute objects to the member doing so.

12.9.6.3 Subject to clause 12.9.6.4 below, the determination of the FWC is binding upon the parties to the grievance/dispute.

12.9.6.4 An avenue for appeal lies to a Full Bench of the FWC with the leave of the Full Bench, against a determination of a single member of the FWC made pursuant to this clause.

12.10 General Powers and Procedures of the FWC

In dealing with a grievance/dispute through conciliation or arbitration, the FWC will have the powers given to it under Division 3 of Part 5 of the Act, as if Division 3 of Part 5-1 applied to the proceedings.

13 OCCUPATIONAL HEALTH AND SAFETY REPRESENTATIVE TRAINING LEAVE

13.1 Upon election as a health and safety representative, an Employee shall be granted leave of absence on full day for up to five days, as soon as practicable after
appointment (having regard to the availability of course places) to attend an introductory Health and Safety Representative course.

13.2 This leave is subject to the business requirements of CFA not being seriously affected by the granting of such leave.

PART 3 CONDITIONS OF EMPLOYMENT AND RELATED MATTERS

14 TYPES OF EMPLOYMENT

14.1 General

14.1.1 Employees will be engaged in one of the following categories:

14.1.1.1 Full-Time Employment; or
14.1.1.2 Part-Time Employment; or
14.1.1.3 Fixed Term Employment; or
14.1.1.4 Casual Employment.

14.1.2 At the time of engagement CFA will inform each Employee of the terms of their engagement and in particular whether they are to be engaged as a Full-Time Employee, Part-Time Employee, Fixed Term Employee, or Casual Employee.

14.1.3 An Employee must perform all duties and use tools and equipment within their level of competence as required by CFA.

14.1.4 CFA may direct an Employee to carry out such duties as are within the limits of the Employee’s skill, competence and training consistent with the classification structure of this Agreement provided that such duties are not designed to promote de-skilling.

14.1.5 If an Employee is absent from duty, other than on paid leave approved by CFA, salary shall be withheld proportionate to the length of the absence.

14.1.6 An Employee engaged as a Contract Employee, via a third party, shall receive the terms and conditions of employment contained within the Agreement.

14.2 Full-Time Employment

14.2.1 A Full-Time Employee is an Employee who is engaged to work the ordinary working hours prescribed in Clause 24.

14.3 Part-Time Employment

14.3.1 CFA may employ Part-Time Employees in any classification in this Agreement.

14.3.2 At the time of engagement CFA and the Part-Time Employee will agree in writing on the ordinary hours to be worked per week, specifying at least the hours to be worked each day and on which days of the week.

14.3.3 Any variation to an Employee’s agreed ordinary hours of work will be recorded in writing.
14.3.4 All reasonable additional hours worked by an Employee in excess of the agreed ordinary hours of work will be paid as overtime in accordance with Clause 26.

14.3.5 A Part-Time Employee employed under the provisions of this sub-clause must be paid for the ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the Employee’s classification. Leave and all other entitlements will be calculated on a pro rata basis, based on the number of ordinary hours worked.

14.4 Fixed Term Employment

14.4.1 Fixed Term Employment means employment on a part time or full time basis for the purpose or duration specified in a letter of appointment.

14.4.2 CFA will not use fixed term appointments for the purpose of undermining the job security or conditions of Full-Time ongoing Employees.

14.4.3 In other than exceptional or unforeseen circumstances, fixed term appointments to a specific position shall be for a maximum of 3 years, subject to Clause 50 (Parental Leave).

Fixed Term Employment will be utilised by CFA exclusively in the following circumstances:

14.4.4 to meet short term, unplanned fluctuations in workload

14.4.5 to maintain required levels of staffing during periods of planned or unplanned leave

14.4.6 to undertake a specified task or project

14.4.7 to utilise skills or expertise not readily available within the broader CFA PTA workforce.

14.4.8 In the event that a Fixed Term Employee disputes the basis of their employment, the Employee or their representative may refer the matter to Manager HR Services in the first instance. If the status of the position cannot be satisfactorily resolved then the grievance and dispute settlement process at clause 12 may be utilised.

14.5 Casual Employment

14.5.1 In this sub-clause:

14.5.1.1 Engagement means the period of periods for which CFA notifies the Employee that he or she is required to attend on any one day. Each period of engagement stands alone and is treated as an engagement of not less than 3 hours and is paid for as such.

14.5.1.2 Ordinary Hourly Rate means 1/38th of the ordinary non-casual wages prescribed in Schedule 1.
14.5.2 A Casual Employee will be paid the following loadings in addition to the Ordinary Hourly Rate:

14.5.2.1 For all time worked between 8am to 8pm Monday to Friday (inclusive) an additional loading of 25% of the Ordinary Hourly Rate;

14.5.2.2 For all time worked in excess of 38 hours per week, time and a half (1.5) for the first three hours and double (2) the Ordinary Hourly Rate thereafter.

14.5.2.3 For all time worked outside 8am to 8pm Monday to Friday (inclusive), time and a half (1.5) for the first three hours and double (2) the Ordinary Hourly Rate thereafter except in the circumstances described at Clause 28.10.

14.5.2.4 For all time worked on a Public Holiday – as prescribed in clause 56, double time and one half (2.5) of the Ordinary Hourly Rate.

14.5.2.5 The loading payable under clause 14.5.2.1 is in lieu of public holidays not worked and all paid leave and to compensate for the nature of Casual Employment.

14.5.2.6 A Casual Employee shall be paid for a minimum of 3 hours at the appropriate rate on each Engagement.

14.5.3 The following clauses in this Agreement shall not apply to a Casual Employee:

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14.6 Job share

14.6.1 An employee is entitled to request that they be able to work on a part time basis on a ‘job share’ basis, to allow for their personal circumstances. The term job share means that an employee works in a position on a part time basis and another employee works in the same position on a complementary part time basis. The effect of this is that one full time position is occupied and the duties performed by two employees.
14.6.2 A request for a job share arrangement shall be made in writing and shall specify the start and end date of the proposed arrangement and be signed by the employees who wish to share.

14.6.3 CFA will respond in writing to any request for such an arrangement, and, subject to reasonable operating requirements, will not unreasonably refuse such a request.

14.6.4 By agreement between the two employees, ordinary hours of work may be varied within a week, to allow for particular circumstances. Such a variation may be within a combined total of 38 hours per week.

15 PROBATION

15.1 CFA may appoint a new Employee (but not a Casual Employee) on probation for a period of 3 months or, in the case of a Fixed Term Employee, for an alternative period of time which is reasonable having regard to the proposed period of engagement.

15.2 If an Employee is reengaged by CFA within a 3 month period, the probationary period is not applicable, provided the Employee wasn’t in a probationary period when they ceased work.

15.3 If conduct or performance issues are identified during the probationary period, CFA shall counsel the Employee during the probationary period in relation to the Employee’s conduct or performance and will provide a written record of such counselling.

15.4 Unless the Employee’s employment is terminated earlier, prior to the expiry of the Employee’s probation period, CFA may select one of the following options:

15.4.1 Extend the probationary period for one further period of not more than 3 months:

15.4.1.1 To allow the Employee to address performance issues; or

15.4.1.2 To extend CFA’s ability to properly assess an Employee if non-attendance at work;

15.4.2 Confirm the appointment of the Employee; or

15.4.3 Terminate the Employee’s employment in accordance with law.

16 INDIVIDUAL FLEXIBILITY ARRANGEMENT

16.1 CFA and an Employee covered by this Enterprise Agreement may agree to make an Individual Flexibility Arrangement to vary the effect of terms of this Agreement if:

16.1.2 the Agreement deals with one or more of the following matters:
- Arrangements about when work is performed;
- Overtime rates;
- Penalty rates; and/or
- Allowances.
16.2 An Employee may nominate a representative to assist in negotiations for an Individual Flexibility Arrangement.

16.3 CFA must ensure that any Individual Flexibility Arrangement will result in the Employee being better off overall than the Employee would have been if no Individual Flexibility Arrangement were agreed to.

16.4 CFA must ensure that an Individual Flexibility Arrangement is in writing and signed by the Employee and CFA. If the Employee is under 18 years of age, the arrangement must also be signed by a parent or guardian of the Employee.

16.5 CFA must give a copy of the Individual Flexibility Arrangement to the Employee within 14 days after it is agreed to.

16.6 CFA must ensure that any Individual Flexibility Arrangement sets out:

- 16.6.1 The terms of this Agreement that will be varied by the arrangement;
- 16.6.2 How the arrangement will vary the effect of the terms;
- 16.6.3 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
- 16.6.4 The day on which the arrangement commences.

16.7 CFA must ensure that any Individual Flexibility Arrangement:

- 16.7.1 Is about matters that would be permitted matters under section 172 of the Act if the arrangement were an Enterprise Agreement;
- 16.7.2 Does not include any term that would be an unlawful term under section 194 of the Fair Work Act if the arrangement were an Enterprise Agreement;
- 16.7.3 Provides for the arrangement to be terminated:
  - 16.7.3.1 By either the Employee or CFA giving 28 days’ written notice;
  - 16.7.3.2 At any time by written agreement between the Employee and CFA.

16.8 An individual flexibility arrangement may be expressed to operate for a specified term or while the Employee is performing a specified role (such as acting in a specified higher position). In these circumstances, the arrangement will terminate on expiry of the specified term or when the Employee ceases to perform the specified role, unless terminated earlier in accordance with clause 16.7.3.

17 FLEXIBLE WORKING ARRANGEMENTS

17.1 If any of the circumstances referred to in clause 17.2 apply to an Employee and the Employee wishes to change his or her working arrangements because of those circumstances, then the Employee may make a request to CFA for a change in his or her working arrangements.

17.2 The following are the circumstances referred to in clause 17.1:

- 17.2.1 The Employee is a parent, or has responsibility for the care of a child who is school age or younger;
17.2.2 The Employee is a carer within the meaning of the Carer Recognition Act 2010;

17.2.3 The Employee has a disability;

17.2.4 The Employee is aged 55 years or older;

17.2.5 The Employee is experiencing violence from a member of the Employee's family;

17.2.6 The Employee provides care or support to a member of the Employee’s immediate family, or a member of the Employee’s household, who requires care or support because the member is experiencing violence from the member’s family.

17.3 The Employee must have completed at least 12 months continuous service with CFA to be eligible to make a request pursuant to clause 17.1.

17.4 CFA must give the Employee a written response to the request within 21 days of receipt of the application stating whether CFA grants or refuses the request.

17.4.1 CFA may only refuse the request on reasonable business grounds; and

17.4.2 Where CFA refuses a request it must provide the Employee with a written response that includes details of the reason for refusal.

18 CAREER DEVELOPMENT

18.1 This Agreement recognises the importance to both CFA and Employee in developing an effective method of career development for all Employees. Parties to this Agreement are committed to promoting career development, skill enhancement and job satisfaction via quality training and development.

18.2 Where training and development needs are identified by CFA or an Employee and such training needs are consistent with the business requirements of CFA then CFA will provide assistance to the Employee in terms consistent with CFA policy and current practice.

18.3 All employees are entitled to propose relevant training and professional development activities in the course of the Performance Planning and Review process.

19 REDEPLOYMENT

19.1 If, as a result of a change to the way duties are performed or because the duties performed by an Employee are no longer required to be performed, an Employee’s position becomes excess to CFA’s requirements CFA will consult with the affected Employee (and his/her representative if requested by the Employee) regarding potential redeployment opportunities in accord with the relevant Victorian Government Policy in place at the time, noting that the Policy does not form part of this Agreement.

19.2 CFA will endeavour to redeploy any excess Employee/s in accordance with the relevant Victorian Government Policy in place at the time (noting that the Policy does
not form part of this Agreement). CFA will undertake redeployment actions for a period of 3 months.

19.3 If the Employee is not redeployed to a new position or no suitable vacancy exists, he or she shall be declared redundant and shall be eligible for a redundancy package available at the time of the redundancy. Any such redundancy package will be in accord with the Victorian Government Policy in place at the time (noting that the Policy does not form part of this Agreement).

19.4 The term ‘suitable vacancy’ means a position within CFA classified at the Employee’s substantive classification level or if no such position exists, then a lower classified position may be offered where the Employee will be able to satisfactorily perform the duties of that position.

19.5 If an Employee is redeployed by CFA to a lower classified position their previous wage rate shall continue to be paid for a maximum period of 6 months.

20 CODE OF CONDUCT

20.1 The Code of Conduct for Victorian Public Sector Employees applies to Employees during the operation of this Agreement (noting that the Code does not form part of this Agreement).

20.2 CFA will provide a copy of the Code of Conduct to all new Employees and make the Code of Conduct conveniently available to existing Employees.

20.3 If the Code of Conduct is updated by Government, CFA will distribute the updated version to all Employees.

21 MISCONDUCT

21.1 The purpose of this Clause is to:

21.1.1 Provide for Employee misconduct to be investigated and addressed expeditiously and with minimal disruption to the workplace; and

21.1.2 Reflect CFA values with the aim of ensuring that Employees are treated fairly and reasonably and afforded procedural fairness.

21.2 Meaning of Misconduct

21.2.1 Misconduct can include but is not limited to:

21.2.1.1 A breach of the Code of Conduct;

21.2.1.2 Negligence in the discharge of an Employee's duties;

21.2.1.3 Inefficiency or incompetence by an Employee where the inefficiency or incompetence arises from causes within the Employee’s control and:

i. The process provided in clause 22 has been used; or

ii. The actions of the employee are wilful or serious in nature.

21.2.1.4 Disgraceful or improper conduct;
21.2.1.5 A contravention of a provision of the Public Administration Act 2004 (Vic), the regulations to those Acts; and/or

21.2.1.6 An Employee making improper use of his or her position and/or making improper use of information acquired by him or her by virtue of his or her position for:
   i. Personal gain;
   ii. For anyone else to obtain financial or other benefits; and/or
   iii. To cause detriment to CFA.

21.3 Employee Representation
An Employee is entitled to be represented by a person of their choice at any stage of the misconduct process.

21.4 Procedural Fairness to Apply
21.4.1 All parties involved in the process will commit to completing it as quickly as practicable and all timelines will be reasonable.

21.4.2 Before commencing formal disciplinary processes, CFA must:
   21.4.2.1 Tell the Employee the purpose of the meeting;
   21.4.2.2 Provide the Employee with a copy of the formal disciplinary process to be followed, as outlined in this clause;
   21.4.2.3 Provide a reasonable opportunity for the Employee to seek advice from a representative or support person before the disciplinary procedure commences; and
   21.4.2.4 Allow the Employee the opportunity to provide details of any mitigating circumstances.

21.4.3 CFA must take into account any reasonable explanation of any failure by the Employee to participate, before making a decision.

21.5 Misconduct process
21.5.1 Where an Employee is alleged to have engaged in misconduct, consistent with the requirements of procedural fairness, the following stages will apply where applicable:
   21.5.1.1 Stage 1 - An investigation;
   21.5.1.2 Stage 2 - An opportunity for the Employee to respond to the findings of the investigation and a recommendation about a proposed discipline outcome (see clause 21.5.6); and
   21.5.1.3 Stage 3 - A determination of the discipline outcome by CFA (see clause 21.5.7).

21.5.2 Flexibility in the process provided by clause 21.5.1, will be allowed where individuals refuse to participate in the process and/or the investigator considers a course of action appropriate to ensure the integrity of the process.

21.5.3 Directions
Once a process in accordance with this clause has commenced, CFA may do any of the following:
21.5.3.1 Direct the Employee not to speak to other Employees of CFA about the matter or not to visit certain places of work; and

21.5.3.2 Direct the Employee to proceed immediately to perform alternative duties or work at an alternative place of work; or

21.5.3.3 Suspend the Employee with pay.

Any of the above actions when applied will be provided in writing.

21.5.4 Admissions by Employee

21.5.4.1 The Employee may at any stage elect to admit the allegations.

21.5.4.2 If the Employee admits all of the allegations, CFA will proceed to the determination of discipline outcome stage.

21.5.5 Stage 1 – Investigation

21.5.5.1 As soon as practicable after allegations of misconduct have been made against an Employee, CFA will advise the Employee of the allegation/s in writing.

21.5.5.2 The written advice will contain all of the misconduct allegation/s that have been made against the Employee. Relevant information will only be withheld where it is necessary to withhold that information in order to protect the personal privacy of any other person consistent with Federal or State legislation.

21.5.5.3 CFA will appoint a person to conduct an investigation into the allegations made against the Employee. The appointed person must not have any prior personal involvement in the matter.

21.5.5.4 In addition to the provisions provided at clause 21.5.1 and clause 21.5.2, the investigation will, where available and appropriate, include:

   i. Collecting any relevant materials;
   ii. Speaking with the claimant, respondent and any relevant witnesses and obtaining statements in writing;
   iii. Providing the Employee with specific particulars to allow the Employee to properly respond to the allegation/s;
   iv. Seeking an explanation from the Employee; and
   v. Any explanation made by the Employee for the purposes of verifying the explanation so far as possible.

21.5.5.5 When conducting the investigation pursuant to clause 21.5.1, clause 21.5.2 and clause 21.5.6.1, the investigator will endeavour to interview and record the responses of the claimant, respondent and witnesses in the following order:

   i. Claimant;
   ii. Respondent;
   iii. Witnesses.
Any statement or record of interview by the above parties will be recorded in writing and a full copy will be provided to the party making the statement or record of interview.

21.5.5.6 The process provided in clause 21.5.5 will be:
   i. Followed except in circumstances where the integrity of the investigation is at risk; and
   ii. Repeated where there is a need for clarification or to put inconsistencies and/or additional allegations in the same order as appropriate.
   iii. In relation to each allegation of misconduct, the investigator will report on the evidence and facts.

21.5.5.7 Where the investigator reports that an allegation/s is not substantiated, the process will conclude in relation to any such allegation and the Employee will be informed accordingly.

21.5.5.8 Where the investigator reports that the allegation/s is substantiated, CFA will consider this information and propose a discipline outcome.

21.5.6 Stage 2 – Opportunity for response by Employee

21.5.6.1 As soon as practicable after the investigator reviews the evidence and facts, and reports that any allegation of misconduct is substantiated, the Employee will be provided with the investigator’s report on the evidence and facts and CFA’s proposed discipline outcome.

21.5.6.2 The Employee will be given a reasonable time to respond to the report on the evidence and facts, the material and/or the recommended discipline outcome. The response must be provided in writing.

21.5.6.3 In the absence of a written response, a verbal response provided by the Employee will be taken into account by CFA. The verbal response will be provided by the Employee within the reasonable timeframe.

21.5.7 Stage 3 – Determination of discipline outcome

21.5.7.1 CFA will consider the investigator’s report on the evidence and facts, the recommended discipline outcome and all responses by the Employee to determine the discipline outcome that is to apply to the Employee. The discipline outcome must not be disproportionate to the seriousness of the matter.

21.5.7.2 The possible discipline outcomes are:
   i. No action;
   ii. Formal counselling;
   iii. Formal warning (final or otherwise);
   iv. With the agreement of the Employee, assignment of the Employee to a role at a classification level lower than the Employee’s current classification level; or
   v. Termination of employment.
21.5.7.3 CFA will advise the Employee of the discipline outcome in writing and a copy will be placed on the Employee’s personnel file.

21.5.7.4 The Employee shall be given the opportunity to provide a written response outlining any dissent or mitigating circumstances. This shall be placed on the file with the discipline outcome as provided for in clause 21.5.7.2.

21.5.7.5 Notwithstanding the outcomes provided in clause 21.5.7.2 where the investigation concludes there is no disciplinary outcome that is warranted but identifies issues of unsatisfactory work performance and will be managed through clause 22.

21.6 Informing an Employee who instigated a complaint

If a process was conducted in accordance with this clause because of a complaint of misconduct by another Employee, CFA must advise that Employee that the complaint has been dealt with in accordance with this clause, and may provide the Employee with other information as is reasonably practicable.

21.7 Transitional provisions

21.7.1 New matters must be dealt with under this clause from the date the agreement commences operation.

21.7.2 Matters commenced but not concluded may:

21.7.2.1 Continue in accordance with the disciplinary procedure applying prior to this agreement; or

21.7.2.2 Utilise this clause where suitable and at an appropriate stage of the process provided for in this clause, considering the status of the existing process and where agreed between CFA and the Employee.

22 UNSATISFACTORY WORK PERFORMANCE

22.1 The purpose of this clause is to:

22.1.1 Support Employees with unsatisfactory work performance to improve their performance to the required standard; and

22.1.2 Ensure that unsatisfactory work performance is addressed expeditiously and in a fair and reasonable manner.

22.2 CFA is not required to comply with this clause in respect of:

22.2.1 Casual Employees but not including ‘eligible casuals’, as defined by the Act; and

22.2.2 Employees who are subject to a probationary period of employment.

22.3 Meaning of Unsatisfactory Work Performance

22.3.1 An Employee’s work performance is unsatisfactory if the Employee fails to perform to the required standards or expectations of their role.
22.4 **Employee Representation**
An Employee is entitled to be represented and/or supported by a person of their choice at any stage of the unsatisfactory work performance management process.

22.5 **Obligations on CFA**

22.5.1 At all stages of the process, CFA must:

22.5.1.1 Advise the Employee of the unsatisfactory work performance;

22.5.1.2 Outline the standard required of the Employee; and

22.5.1.3 Provide the Employee with an opportunity to respond.

22.6 **Unsatisfactory Work Performance**
The objective of this clause is to assist and support underperforming Employees to improve their performance and to attain and maintain a satisfactory standard of performance.

22.6.1 Prior to Commencing Process:

22.6.1.1 CFA must consider organisational or personal factors that may have played a role in the Employee’s unsatisfactory work performance and consider alternatives to the unsatisfactory work performance process to address the problem; and

22.6.1.2 CFA must have a reasonable expectation that the Employee is capable of meeting the required level of performance. Where CFA and Employee agree that the Employee is not capable of meeting the required level of performance CFA may transfer the Employee to a suitable alternative position where reasonably practicable and with the agreement of the Employee.

22.6.2 Process to Manage Unsatisfactory Work Performance

22.6.2.1 CFA will attempt to address any unsatisfactory work performance informally in the first instance. This will involve the manager discussing any identified unsatisfactory work performance with the Employee, outlining the expected standard of performance required, considering any mitigating circumstances, and offering appropriate support, time and development to the Employee to allow them an opportunity to reach the required standard.

22.6.2.2 Where CFA considers that informal attempts to address an Employee’s unsatisfactory work performance have been unsuccessful, CFA may proceed to manage the Employee’s unsatisfactory work performance in accordance with the following clauses.
22.7 Procedural Fairness to Apply

The objective of this clause is to assist and support underperforming Employees to improve their performance and to attain and maintain a satisfactory standard of performance.

22.7.1 For matters involving unsatisfactory work performance or behaviour, action will be consistent with the principles of procedural fairness.

22.7.2 All parties involved in the process will commit to completing it as quickly as practicable.

22.7.3 Before commencing formal unsatisfactory work performance processes, CFA must:

22.7.3.1 Tell the Employee the purpose of the meeting;

22.7.3.2 Provide the Employee with a copy of the formal unsatisfactory work performance process to be followed as outlined in this clause;

22.7.3.3 Provide a reasonable opportunity for the Employee to seek advice from a representative or support person before the unsatisfactory work performance procedure commences; and

22.7.3.4 Allow the Employee the opportunity to provide details of any mitigating circumstances.

22.7.4 CFA must take into account any reasonable explanation of any failure by the Employee to participate, before making a decision to proceed.

22.8 First Stage of Formal Process – Counselling

22.8.1 The first stage of management of unsatisfactory work performance is formal counselling of the Employee. CFA must:

22.8.1.1 Advise the Employee of the unsatisfactory work performance;

22.8.1.2 Outline the standard required of the Employee; and

22.8.1.3 Provide the Employee with an opportunity to respond.

22.8.2 The Employee will be advised of any consequences of not improving their performance within a reasonable period of time and of engaging in any further unsatisfactory work performance.

22.8.3 A record of the formal counselling session will be placed on the Employee’s personnel file.

22.9 Second Stage of Formal Process – Written Warning

22.9.1 The Employee will be given a formal written warning by CFA, if the:

22.9.1.1 Employee’s performance has not improved within a reasonable period of time following formal counselling; and/or
22.9.1.2 Employee engages in further unsatisfactory work performance.

22.9.2 The formal written warning must indicate:

22.9.2.1 The standard expected of the Employee;

22.9.2.2 Where and how the Employee is not meeting this standard; and

22.9.2.3 The consequences if the Employee fails to improve their performance including the possibility that the Employee’s unsatisfactory performance will be managed in accordance with clause 21.

22.9.3 The written warning will be placed on the Employee’s personnel file.

22.10 Third Stage of Formal Process – Final Warning

22.10.1 The Employee will be given a final written warning by CFA, if the:

22.10.1.1 Employee’s performance has not improved within a reasonable period of time following receipt of a formal written warning; and/or

22.10.1.2 Employee engages in further unsatisfactory work performance.

22.10.2 The formal written warning must indicate:

22.10.2.1 The standard expected of the Employee;

22.10.2.2 Where and how the Employee is not meeting this standard; and

22.10.2.3 The consequences if the Employee fails to improve their performance including that if there is a repetition or continuation of any unsatisfactory work performance, the Employee’s performance will be dealt with in accordance with clause 21 and the evidence from the unsatisfactory work performance stream may be used to determine the outcome.

22.10.3 The final written warning will be placed on the Employee’s personnel file.

22.11 Referred Unsatisfactory Work Performance Matters

Where circumstances arise and there is reasonable cause, CFA may elect to manage the Employee’s performance in accordance with clause 21 rather than this clause. Any matters that have arisen under the process in this clause may be considered in the process pursuant to clause 21.

22.12 Transitional Provisions

22.12.1 New unsatisfactory work performance matters must be dealt with under this clause from the date the agreement is certified.

22.12.2 Unsatisfactory work performance matters commenced but not concluded may:
22.12.2.1 Continue in accordance with the disciplinary procedure applying prior to this agreement; or

22.12.2.2 Utilise this clause where suitable at an appropriate stage of the process provided for in this clause, considering the status of the existing process and where agreed between CFA and the Employee.

22.13 Disputes and Grievances

Any dispute or grievance arising under this clause may only be dealt with in accordance with clause 14 when documentation is placed on the Employee’s personnel file in accordance with this clause. This may include:

- A record of formal counselling; or
- A formal written warning (final or otherwise).

23 TERMINATION OF EMPLOYMENT

23.1 Notice of termination is provided for in the National Employment Standards which are reflected in the following table:

<table>
<thead>
<tr>
<th>Period of Continuous service</th>
<th>Period of notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year or less</td>
<td>1 week</td>
</tr>
<tr>
<td>Over 1 year and up to the completion of 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>Over 3 years and up to the completion of 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>Over 5 years of service</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

23.1.1 In addition to the notice in clause 23.1 above, Employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week’s notice.

23.1.2 Payment in lieu of the notice in 23.1 and/or 23.1.1 above will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the Employee working part of the required period of notice and by CFA making payment for the remainder of the period of notice.

23.1.3 In calculating any payment in lieu of notice, the ordinary wages an Employee would have received in respect of the time they would have worked during the period of notice had their employment not been terminated will be used.

23.1.4 The period of notice in this clause, shall not apply in the case of dismissal for conduct that justifies instant dismissal including neglect of duty or misconduct and in the case of Casual Employees or Employees engaged for a specific period of time or for a specific task or tasks. In such cases the salary paid will be paid up to the time of dismissal only.

23.2 Notice of termination by an Employee.

The notice of termination required to be given by an Employee is the same as that required of CFA except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.
23.3 Job Search Entitlement

Where CFA has given notice of termination to an Employee, an Employee shall be allowed up to one (1) day time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at a time that is convenient to the Employee after consultation with CFA.

PART 4 HOURS OF WORK AND RELATED MATTERS

24 HOURS OF WORK

24.1 The weekly ordinary hours of work for a full time Employee will be an average of 38 hours over an 4 week period, worked between the hours of 8.00 a.m. and 8.00 p.m. Monday to Friday.

24.2 CFA may require an Employee to work their normal hours outside the spread of hours shown at clause 24.1 above. This may arise to meet the needs of CFA and the Victorian communities serviced by CFA.

24.3 CFA will provide reasonable notice of any requirement to perform ordinary hours of work outside of the spread of hours in accord with clause 11.2.

24.4 The entitlements of Employees whose ordinary hours of work are outside the spread of hours shown at 24.1 above are detailed at clauses 26 and 27.

24.5 The entitlements of Employees who provide dedicated incident management support for Operational Incidents are detailed at clause 28 below.

24.6 In all circumstances an Employee:

24.6.1 Will not work more than 10 consecutive hours in any day (unpaid breaks are not included for the purposes of calculating the 10 consecutive hours); and

24.6.2 Will receive a minimum 10 hour rest break between finishing on one day and recommencing duty on the following day.

25 BREAKS

25.1 Employees are entitled to an unpaid meal break of a minimum 30 minutes for each 5 consecutive hours of work.

25.2 The 5 consecutive hours includes a paid break but does not include an unpaid meal break.

25.3 The breaks are to be taken at mutually convenient times as determined by CFA and the Employee in accordance with clause 25.1.

26 OVERTIME AND TIME IN LIEU

26.1 Application

26.1.1 An Employee must obtain prior approval from their supervisor / line manager before commencing work for which overtime or time in lieu applies.

26.1.2 The provisions of this clause will apply where an Employee is:
26.1.2.1 Required or approved to work in excess of 38 hours per week averaged and worked over a four week period;

26.1.2.2 Required to work more than 44 hours in any single week, where a single week is Monday to Friday of the same week or 5 consecutive days for an employee whose ordinary hours of work are outside the spread of hours shown at 24.1 above.

26.1.2.3 Required or approved to work in excess of 10 consecutive hours;

26.1.2.4 Does not receive 10 hours rest between shifts; or

26.1.2.5 Required to work outside of the normal span of hours, as provided in clause 24.1.

26.2 Overtime Rates

26.2.1 Any required additional hours, for Employees working 38 hours per week, worked in connection with their ordinary hours of work are to be paid as overtime at the rates specified in clause 26.2.4 or taken as time in lieu in accordance with clause 26.4.

26.2.2 Any required additional hours, for Part Time Employees working in excess of the agreed hours per week in accord with clause 14.3 are to be paid as overtime at the rates specified in clause 26.2.4 or taken as time in lieu in accordance with clause 26.4.3.

26.2.3 Overtime will be paid for after hours call outs, weekend work, and public holidays at the rates specified in clause 26, unless taken as time in lieu in accordance with clause 26.4.

26.2.4 Overtime is paid at:

26.2.4.1 Time and one-half (1.5) for the first three hours and double time (2) thereafter, for all overtime worked Monday to Saturday;

26.2.4.2 Double time (2) for all overtime worked on Sunday;

26.2.4.3 Double time and one half (2.5) for all overtime worked on Public Holidays (refer clause 54).

26.2.4.4 In the event of overtime worked in response to the authorised activation of a call out requiring either immediate response and/or attendance at a workplace, an employee will be entitled to a minimum payment of three hours at the applicable rate shown at sub-clause 26.2.4.

26.3 Reasonable Overtime

26.3.1 An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:

26.3.1.1 Any risk to the Employee’s health and safety from working the additional hours;
26.3.1.2 Employee’s personal circumstances, including any family responsibilities;

26.3.1.3 The needs of the workplace or enterprise;

26.3.1.4 Whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;

26.3.1.5 The length of notice (if any) given by CFA of the overtime and by the Employee of his or her intention to refuse it;

26.3.1.6 The usual patterns of work in the industry;

26.3.1.7 The nature of the Employee’s role, and the Employee’s level of responsibility;

26.3.1.8 Whether the additional hours are in accordance with any averaging terms set out in this Agreement (as applicable to the Employee);

26.3.1.9 Any other relevant matter.

26.4 Time in Lieu Provisions

26.4.1 Accrual of time in lieu is to be managed by the Employee and the Employee’s line manager to ensure that accrued time is taken, where possible and practicable, within 28 days of accrual and is not to accrue past 38 hours in a 28 day period.

26.4.2 In the event that the limit of 38 hours accrued time-in-lieu is exceeded, the time in excess of 38 hours will be paid out at the applicable overtime rate provided under clause 26.2.4, unless otherwise agreed between CFA and the Employee.

26.4.3 Time in Lieu accrues equivalent to the overtime rate that would have applied paid for the additional hours worked.

26.5 Penalty Rates Not Cumulative

Where time worked is required to be paid for at more than the ordinary rate, such time will not be subject to more than one penalty, but will be subject to that penalty which is to the Employees’ greatest advantage.

27 SHIFT WORK

27.1 What is Shift Work?

27.1.1 Shift Work is when an Employee is required to perform rostered ordinary hours of work averaging 76 hours per fortnight. Ordinary hours of work must include as part of a regular pattern or regular roster cycle:

27.1.1.1 a Saturday; or

27.1.1.2 a Sunday; or

27.1.1.3 a Public Holiday, or
27.1.4 an afternoon/night shift.

27.2 Definition of shifts

27.2.1 Afternoon shift means a period of duty rostered to commence on or after 10.00 a.m. and before 8.00 p.m.;

27.2.2 Night shift means a period of duty rostered to commence on or after 8.00 p.m. and before 6.00 a.m.;

27.2.3 Afternoon or Night shift for a Part Time or Casual Employee means a period of duty rostered to commence on or after 10.00 a.m. and before 8.00 a.m.

27.3 The following shift allowances will be paid to a Shift Worker:

27.3.1 Saturday (except a Public Holiday)

An additional allowance at the rate of 50 per cent of the appropriate hourly rate for each hour of duty.

27.3.2 Sunday (except a Public Holiday)

An additional allowance at the rate of 100 per cent of the appropriate hourly rate for each hour of duty.

27.3.3 Public Holiday

27.3.3.1 An additional allowance at the rate of 150 per cent of the appropriate hourly rate for each hour of duty.

27.3.3.2 Instead of the payment in clause 27.3.3.1, the Employee may elect and CFA may agree that the Employer, be paid an additional allowance at the rate of 50 per cent of the appropriate hourly rate for each hour of duty, and be granted one day’s leave in lieu of such holiday.

27.3.4 Afternoon or Night shift Monday to Friday inclusive (except Public Holidays)

An additional allowance at the rate of 25 per cent of the appropriate hourly rate for each hour of duty; if

27.3.4.1 commencing before 8.00 p.m. and continuing beyond 6.00 a.m.; or

27.3.4.2 falling wholly within the hours of 8.00 p.m. and 6.00 a.m.; or

27.3.4.3 commencing between 8.00 p.m. and midnight and lasting for at least 8 hours.

27.3.5 An additional allowance at the rate of 15 per cent of the appropriate hourly rate for each hour of duty in additional to the allowance specified in clause 27.3.4 above. This additional payment will not apply where, but for mutual agreement, the Shift Worker would be required to work rotating shift duty.

27.3.6 For the purpose of computing Shift Work allowances, a shift that
finishes on the day after it commenced will be paid at the Shift Work allowance applicable for the day upon which the majority of the Shift Work is worked.

27.4 Additional annual leave

27.4.1 An Employee, other than a Casual Employee who works his or her ordinary hours in accord with clauses 27.1, 27.2 or 27.3 above will be entitled to additional annual leave as follows:

27.4.1.1 An Employee, other than a Casual Employee who is rostered or required to work at least 10 Sundays during the annual leave accrual year; an additional one week’s annual leave; or

27.4.1.2 Where the regular work outside of the span of hours includes less than 10 Sundays during the annual leave accrual year, additional leave at the rate of one-tenth of a working week in respect of each Sunday so worked; or

27.4.1.3 In the event that an Employee is rostered to work shift work for at least 26 weeks in any 12 month period of engagement in that pattern of work.

27.5 Broken/Split Shifts

27.5.1 Broken/Split shifts arise where an Employee works or commences 2 shifts within the same day.

27.5.2 Broken/split shifts do not arise where an Employee receives:

27.5.2.1 A 10 hour unpaid break between shifts; and/or

27.5.2.2 An unpaid meal break of up to 1 hour, or longer as agreed at the request of the Employee.

27.5.3 Where an Employee works a broken/split shift, the Employee will receive an additional 10 per cent of the ordinary hourly rate for each hour worked in the second shift.

28 INCIDENT MANAGEMENT SUPPORT

28.1 Incident Management Support

28.1.1 The parties acknowledge the active participation of many PTA staff in the provision of Incident Management Support. This participation supports CFA’s ability to respond to an increasing variety of operational events. The parties also acknowledge PTA staff are a valued component of providing support to Incident Management.

(a) The parties agree that the involvement of PTA staff in these support roles is not to be in substitution for the continued participation of CFA Operational Staff.

(b) For the avoidance of doubt, these PTA staff roles will be support roles only. Roles which are currently or which can be performed by operational firefighters will continue to be performed by operational firefighters.
Employees covered under this agreement will only provide support to operational firefighters in those roles. Nothing in this clause is intended to provide for incident management support employees to perform roles or fill positions that are currently performed or held by operational firefighters.

(c) PTA staff will not perform the roles of Incident Controller, Deputy Incident Controller and Operations Officer as defined at clause 28.8.1 of this agreement and the role of Deputy Operations Officer. The performance of the roles of Planning Officer and Deputy Planning Officer by PTA staff will be the subject of consultation between the UFU and the CFA. This exclusion applies to PTA staff only in their capacity as an employee and does not affect their ability to perform such roles in their capacity as volunteers.

(d) This clause shall not prevent volunteers in the CFA from providing the services normally provided by such volunteers as volunteers, without remuneration. For the purposes of this clause remuneration means any form of payment in money or in kind made to any person, persons, organisation, company, contractor, consultant etc. This does not include reimbursement to volunteers for out of pocket expenses incurred by them while undertaking their volunteer duties.

(e) Notwithstanding the exclusions in 28.1.1.c above, those employees covered by this agreement who have been qualified to perform the roles described in 28.1.1.c, as at 28 November 2016 may continue to be called on by the Chief Officer to perform those roles if necessary.

28.1.2 The level of time commitment an Employee undertakes to provide incident management support is to be mutually agreed between the Employee and CFA. This includes both home and away deployments.

28.1.3 The terms of this part apply to involvement in emergency activities where the Australasian Inter-service Incident Management System (AIIMS) incident control system is used to manage the incident, or in jurisdictions or situations as designated by CFA. In these circumstances, the terms of this part will prevail to the extent of any difference over other provisions of the agreement.

28.1.4 For clarification, these provisions will apply when an Employee is performing emergency related work as distinct from their ordinary duties and as directed by the designated Duty Officer.

28.1.5 The incident management support provisions of this clause cease to apply when, as determined by the Employer, incident management support work becomes of a routine nature and is integrated with normal daily operations.

28.2 Definitions

Roster means a defined timetable that shows the days and times an Employee is required to work or be available to perform incident management support roles.

28.3 Ordinary Hours of Work

Time spent in the performance of incident management support roles will be treated in accord with the definition of ordinary hours of work shown at clause 24.
28.4 Availability Allowance

28.4.1 An Employee, other than a Casual Employee, who agrees to be placed on an Availability Roster so that they are available for incident management support shall receive an availability allowance of 5 per cent of their substantive weekly rate of pay to be counted for all purposes during the period of payment.

28.4.2 To be eligible for payment, employees on the Availability Roster are required to be available to undertake incident management support duties during the period/s for which the employee is rostered to be available.

28.4.3 Employees shall receive the availability allowance for the duration of the entire roster.

28.5 Standby Allowance

28.5.1 An Employee who is not on an availability roster pursuant to clause 28.4 of this Agreement and who is required to remain available for an immediate recall to work will be entitled to a standby allowance payment for each hour they are on standby as provided for in Schedule 1.

28.5.2 Standby is to be treated as the exception and is intended for employees who are not part of an Availability Roster.

28.5.3 An employee on standby will be available at either his/her home or at such other place as is mutually agreed with the Employer, with the exception of the normal work location. Standby is not payable whilst an employee is performing their usual duties. If an employee is required to be placed on standby at their normal work location, and at the conclusion of their ordinary hours of work, then overtime rates will be paid.

28.5.4 An employee who receives the availability allowance under clause 28.4 of the Agreement is not eligible to receive the standby allowance and vice versa. Employees who are part of the Availability Roster but are not rostered to be available at a specific time may also be placed on standby due to exceptional operational requirements. As employees cannot receive both allowances, the standby allowance is substituted for the 5 per cent allowance on an hour for hour basis.

28.5.5 Where an employee is required to remain available during normal working hours this allowance is not payable.

28.6 Role Classification

28.6.1 Subject to clause 28.1.1, Employees can perform any incident management support role within the Australasian Inter-service Incident Management System subject to the possession of competencies, endorsements and/or accreditation for that role.

28.6.2 Employees will work to the role statement for the role as determined by CFA.

28.6.3 Employees will be paid according to the PTA classification level determined for the role or the classification level for the employee’s substantive role, whichever is the greater when an employee is either:
28.6.3.1 Positioned to undertake and perform a particular role for the purposes of incident management support (including readiness arrangements in accord with the appropriate Joint Standard Operating Procedure) or

28.6.3.2 Participating in training and development of others associated with their incident management support role.

28.6.4 The classification attached to an incident management support role, new or existing, will be determined by CFA, by reference to the Australasian Inter-service Incident Management System.

28.6.5 Subject to clause 28.1.1, the classification of roles shall be reviewed as and when there is any amendment to the Australasian Inter-service Incident Management System or when CFA changes a practice that affects current or future incident management support roles.

28.7 Qualification and Responsibility Allowance

28.7.1 Employees who continue to maintain an acquired level of skill, recognised by CFA, will receive the fixed sum allowance as detailed in clause 28.8.1. This allowance also reflects the level of responsibility attached to the incident management support role and is payable for all purposes.

28.7.2 Payment of the allowance to each employee shall be reviewed by the 30th September of each year. The allowance will cease to be payable where an employee has:

28.7.2.1 Not maintained their skill or currency for a particular role, by not participating in skills maintenance, pre-season briefings or functional updates; or

28.7.2.2 No longer holds a current endorsement or accreditation; or

28.7.2.3 Not complied with the requirements of the role; or

28.7.2.4 Is no longer placed on an incident management support roster or registered to perform incident management support roles on an ad-hoc basis to a particular role; or

28.7.2.5 Declined to undertake the role for which they are qualified when directed; or

28.7.2.6 Failed to meet the eligibility criteria.

28.7.3 An employee will receive the level of allowance commensurate with the highest classification they are eligible to undertake but will not receive multiple allowances.

28.7.4 Clause 28.8.1 outlines the allowance level and the associated eligibility requirements. Additional roles may be included annually at the discretion of the Chief Officer or his or her delegate.

28.7.5 CFA will provide opportunities for all Employees to undertake Incident Management Training courses to maintain and extend effective statewide
capability. Any such identified opportunities are to be included in the Personal Development Plan section of the Employee’s Performance Plan.

28.8 Role Classification and Allowance Payments

28.8.1 The following table sets out the role classification and allowance payments as described in clauses 28.7.

For the purposes of this clause, the following definitions apply:

Functional Unit Leader – A position that reports to the Incident Controller that has the responsibility of a complete function with one or more unit leaders reporting to it.

Unit Leader – A position that reports directly to the Incident Controller or a Functional Unit Leader with responsibility for a single unit. Unit leaders may operate autonomously or have one or more unit members reporting to it.

Unit Member – A position that reports to a Unit Leader undertaking responsibilities of a discrete role. Unit Members do not have members reporting to them.

<table>
<thead>
<tr>
<th>Band</th>
<th>Role Classification</th>
<th>Qualification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Band 3</td>
<td>PTA 6.1 / substantive rate</td>
<td>$4681. P.A.</td>
</tr>
<tr>
<td>Band 2</td>
<td>PTA 4.1 / substantive rate</td>
<td>$3278. P.A.</td>
</tr>
<tr>
<td>Band 1</td>
<td>PTA 2.1 / substantive rate</td>
<td>$2215. P.A.</td>
</tr>
</tbody>
</table>

Band 3
Functional Unit Leader
Planning Officer; Public Information Officer; Logistics Officer.
Where established as part of the AIIMS structure as a section in their own right reporting to an Incident Controller: Intelligence Office; Investigation Officer; Finance Officer

Band 2
Unit Leader
Resources; Situation; Mapping; Communications Planning; Air Operations; Interstate International Liaison Unit; Management Support; Information and Warnings; Media; Community Liaison; Supply; Communications Support; Facilities; Ground Support; Finance; Medical Services; Catering; Staging Area; Base Camp and technical unit leaders or specialist roles, including Investigation; Intelligence; Safety Officer and Regional Executive Officer.

Band 1
Unit Member
All Unit Members and management support positions or other roles that may be required that are not specified within the Australasian Inter-Service Incident Management System structure to meet an incident needs.
28.9 Hours of Work

28.9.1 The span of hours for incident management is 0700 – 1900 hours Monday to Friday.

28.9.2 As far as is possible an Employee will not work for more than 14 consecutive hours in any day (unpaid breaks are not included for the purposes of calculating the 14 consecutive hours). For the purposes of this sub-clause, duty performed prior to commencing an incident management support role will form part of an employee’s aggregate hours of work.

28.9.3 Although it is recognised that in the first 24 hours of an incident, it may not be possible to meet all of the above parameters, deviation must only be considered in extreme circumstances.

28.9.4 In all circumstances a minimum of 10 hours rest break shall apply between finishing on one day and recommencing duty the following day. The break between shifts has been specified to address health and safety hazards associated with working extended hours; they are not discretionary.

28.9.5 In any 21 day period, no Employee shall be rostered to be available for more than 14 days.

28.10 Overtime

28.10.1 An Employee is entitled to be paid overtime at the rates shown at clause 26.2.4 for duty performed beyond 10 hours within the spread of hours shown at clause 28.9.1. This entitlement is specific to duty performed Monday – Friday. Where the duty extends beyond the spread of hours, overtime will continue to apply at the rates shown at clause 26.2.4.

28.10.2 If working a stand-alone night shift that commences on or after 7.00 p.m., an Employee is entitled to be paid overtime at the rate of time and three-quarters (1.75) for the first 10 consecutive hours worked. If more than 10 hours are worked, the employee is entitled to the payment of overtime at the rate of double time (2). This entitlement is specific to duty performed Monday to Friday.

28.10.3 In the event that an Employee works a night shift, or period of duty during the night shift span, the following shall apply:

Any hours the Employee has worked earlier in that day (not including a previous night shift) are to be included in calculating a period of 10 consecutive hours. The inclusion of these earlier hours of duty worked applies whether or not there had been a break between the two periods of duty.

28.10.4 Time and one-half (1.5) for the first three hours and double time (2) thereafter, for all overtime worked Monday to Saturday;

28.10.5 Double time (2) for all overtime worked on Sunday;

28.10.6 Double time and one half (2.5) for all overtime worked on Public Holidays (refer clause 54).
28.10.7 Any hours worked in an Employee's normal role prior to commencement in incident management support will be counted in total hours worked for the purposes of calculating overtime.

28.10.8 Where mutually agreed between the Employee and the Employee's manager time in lieu may be accrued instead of payment of overtime. This is to be managed by the Employee and Employee's manager to ensure time is taken.

28.10.9 Time in Lieu accrues equivalent to the overtime rate that would have applied for the additional hours worked.

28.10.10 Reasonable overtime

28.10.10.1 An Employee may refuse to work overtime in circumstances where the overtime is unreasonable having regards to;

28.10.10.1.1 Any risk to the Employee’s health and safety from working the additional hours; or

28.10.10.1.2 The Employee’s personal circumstances, including any family responsibilities; or

28.10.10.1.3 The needs of the workplace or enterprise; or

28.10.10.1.4 Whether the Employee is entitled to receive overtime payments, penalty rates or

28.10.10.1.5 other compensation for, or a level of remuneration that reflects an expectation of, working additional hours; or

28.10.10.1.6 The length of notice (if any) given by CFA of the overtime and by the Employee of his or her intention to refuse it; or

28.10.10.1.7 The usual patterns of work in the industry; or

28.10.10.1.8 The nature of the Employee’s role, and the Employee’s level of responsibility; or

28.10.10.1.9 Whether the additional hours are in accordance with any averaging terms set out in this Agreement (as applicable to the Employee); or

28.10.10.1.10 Any other relevant matter.
28.11 Breaks

28.11.1 Employees are entitled to a paid meal break.

28.11.2 Subject to operational requirements meal breaks will be taken at regular times no later than five hours after commencing duty.

28.11.3 Where appropriate and at mutually agreed times an employee is entitled to a ten minute break.

28.12 Rest Period

28.12.1 For any shift up to 14 hours in length an Employee will receive a minimum rest period of at least 10 continuous hours between successive work periods.

28.12.2 Despite clause 28.12.1, in critical emergency circumstances an Employee must not commence a new work period without having had 8 continuous hours off duty unless directed by the Employer.

28.12.3 If an Employee is directed by the Employer and a rest period has been of fewer than 8 continuous hours in duration before the next work period has commenced, the Employee will be paid at the rate of double time for the whole of that successive work period, until he/she is released from duty at the conclusion of that work period.

28.12.4 For any shift between 16 and 24 hours in length a minimum rest period of 12 continuous hours is required between successive work periods.

28.12.5 For any shift exceeding 24 hours in length a minimum rest period of 22 continuous hours is required between successive work periods. The following shift cannot commence before 0700 hours the next day. This is to allow one full night of sleep.

28.12.6 Where the emergency arrangements require an Employee to have a rest period which exceeds 16 hours, the Employee will not be penalised and will be paid for a minimum of 38 ordinary hours for each Monday to Friday work period, even where the Employee, because of these requirements, has been scheduled to work less than 38 ordinary hours in any Monday to Friday work period.

28.12.7 Emergency arrangements will be, as far as possible, organised such that rest breaks greater than 16 hours between shifts do not occur more than once in any Monday to Friday period.

28.13 Travelling Time

All time spent by an Employee in proceeding to and from a bushfire or other emergency at the direction of the Employer will be regarded as time worked. Payment will commence from, and cease at, the Employee's normal work location.

28.14 Resumption of normal duties

28.14.1 An Employee must not commence normal duty without having had 10 continuous hours off duty unless directed by the Employer.
28.14.2 Each Employee who has been engaged on incident management support duties will be entitled upon the cessation of such work, and prior to the resumption of normal duties, to a clear break of 10 hours without loss of pay for recognised working time occurring during such break.

28.14.3 Provided that an Employee who has been accommodated for at least 3 nights will be entitled to a clear break of 12 hours.

28.14.4 Provided further that this provision will not apply with respect to any incident management support duties commenced and completed between the hours of 7.00 a.m. and 7.00 p.m. on the same day.

28.14.5 Prior to returning to normal duties after working for 1 or more consecutive nights, a minimum rest period of 1 full day is required.

28.15 Rest periods for ‘away’ deployments between incident management support duties

For the purposes of this clause, an "away" deployment means attendance at a work location which requires travel and accommodation away from home.

28.15.1 A rest period of 2 full days (a minimum of 48 hours) is required between deployments comprising 7 consecutive days (including travel time) or 4 consecutive nights (plus 2 days travel time).

28.15.2 Prior to returning to normal duties, where there has been a combination of normal duties and fire duties of:
7 consecutive days or more, but less than 10 days – a rest period of 1 full day (24 hours) is required as a minimum; or
10 consecutive days or more – a rest period of 2 full days (48 hours) is required as a minimum.

28.15.3 Where these days fall on a Saturday or a Sunday no additional payment will be made, nor will additional time off be provided.

28.15.4 Where these days fall on a Monday to Friday inclusive (excluding Public Holidays), the Employee will receive payment for these days.

28.15.5 Where these days fall on a Public Holiday, the Employee will not receive additional time off but will receive a normal day’s pay for the Public Holiday.

28.15.6 Where an Employee travels for 2 hours or less from the incident management location to their normal work location at the conclusion of a tour of duty, the day of travel will be considered a day’s break in accordance with clause 28.15.2 above.

28.16 Arrangements for the reimbursement of allowances as outlined in Schedule 2 will apply during emergency related work.
29 TRANSITION TO RETIREMENT

29.1 CFA recognises that Employees contemplating retirement may wish to adopt a flexible work arrangement prior to retiring from the workforce.

29.2 Employees should seek independent financial advice prior to commencing a flexible working arrangement.

29.3 An Employee may choose to enter into a salary packaging arrangement with CFA in respect to Employee contributions to Emergency Services Superannuation Scheme or another Superannuation Scheme.

29.4 An Employee transitioning to retirement may request to commence a flexible work arrangement, which may include any of the following; subject to reasonable consideration of operational requirements.

29.4.1 Part-time hours;

29.4.2 Job Share;

29.4.3 Gradual or staggered reduction in hours of work;

29.4.4 LSL debited in single days for a maximum period of 12 months;

29.4.5 Purchased Leave in accordance with clause 47;

29.4.6 Reducing their current part-time hours;

29.4.7 Redesigning their current part-time position; or

29.4.8 Requesting a combination of all the above.

29.5 Depending on the option/s requested by the Employee and the operational requirements of CFA, a flexible work arrangement may be established to facilitate the transition to retirement.

29.6 Requests will be considered by the Employee’s manager and, subject to the operating requirements of CFA will not be unreasonably refused.

29.7 The Employee’s flexible work arrangement must stipulate the Employee’s nominated date of retirement.

29.8 A reversion to Full Time Employment may be considered by management if the Employee’s personal circumstances unexpectedly change. The request must be made in writing and the manager will consider and assess whether the Employee’s current position can revert to Full Time Employment.
PART 5  REMUNERATION AND RELATED MATTERS

30  SALARY

30.1 Employees will be paid in accordance with the salary structure set out in Schedule 1 of this Agreement.

30.2 All Employees will receive a wage increase as provided in the table of increases set out in Schedule 1 of this Agreement. All wage increases are rounded up to the nearest dollar value in each year of the Agreement.

30.3 To the extent possible, wage increases provided for in this Agreement absorb any determination of FWC that affects any adjustment of the rates of pay or casual loadings or allowances payable to the Employee (including any National Minimum Wage Order) or the Federal Minimum Wage that occurs during the life of this Agreement.

30.4 Progression within a classification level

30.4.1 Paypoint Progression within a classification level is subject to an annual PPP/PPR review, undertaken for all full time and part time staff and eligible casual employees [eligible staff].

30.4.2 For all eligible staff employed at the date of commencement of this Agreement, their existing pay point progression anniversary date will remain unchanged, subject to sub-clause 30.4.4 below.

30.4.3 For staff who commence employment, or are promoted to a more senior classification level during the life of this Agreement, a common anniversary date will apply. That common anniversary date will be the first pay period in July of each year.

30.4.4 Subject to funding arrangements and subject to consultation in accord with clause 11 of this Agreement, CFA intends to investigate the potential to adopt a common anniversary date for all other eligible staff. The implementation of a common anniversary date will not result in disadvantage to employees.

30.4.5 Progression within the pay point range is not automatic and is subject to each of the following:

30.4.5.1 Meeting performance objectives as determined in the Performance Planning and Review process.

30.4.5.2 The acquisition and utilisation of new or enhanced skills if such are identified in the Performance Planning and Review process.

30.4.5.3 A performance rating assessed as “Satisfactory” or better for the twelve month review period.

30.4.5.4 The eligible Employee’s participation in the CFA Performance Planning and Review process.
30.4.5.5 Preparation of a Performance Plan is a joint responsibility of Employee and manager. An Employee will not be disadvantaged in the event that CFA does not finalise a Performance Plan for an Employee.

30.5 Performance Based Lump Sum Payment

An Employee at the top paypoint of their classification level for a total period of twelve months will be eligible for a performance based 2 per cent lump sum payment subject to meeting the criteria of clause 30.4.5.

30.6 Appeals Regarding Progression or Performance Based Lump Sum Payments

30.6.1 An Employee who has been denied progression from one paypoint to another or denied a performance based lump sum payment at the annual review will be entitled to a review by the Executive Director People and Culture or delegated officer.

30.6.2 If the Employee is still aggrieved they will have access to a Classification / Progression Appeals Committee (CPAC) for further review.

30.6.3 An Employee must lodge an appeal regarding their unsuccessful progression with the CPAC within 14 consecutive days of the Executive Director People & Culture or delegated officer review finding.

30.6.4 The CPAC will consist of an appropriate person nominated by the Employee, who may or may not be a representative from a union party to the Agreement, and a CFA nominee as well as the independent chairperson appointed from time to time by CFA.

30.6.5 Where there is no consensus between the parties the independent chairperson shall have overriding discretion as to the outcome of the Committee’s decision.

30.6.6 All decisions of the CPAC will be in writing and will include reasons for the decision. The decision of the CPAC is final and binding on all parties.

30.7 Payment of Wages

30.7.1 Wages will be payable in fortnightly instalments by electronic funds transfer to the bank account designated by the Employee.

30.7.2 An Employee may, in writing, request payment in advance of the ordinary pay day if he or she will be absent on approved leave when payment would ordinarily be made.

30.7.3 If an Employee is absent from duty, other than on paid leave approved by the employer, salary shall be deducted proportionate to the length of the absence.
30.8 Recognition Payment

In recognition of PTA employees’ enhanced support for incident management and the positive implementation of revised organisational structures, all PTA employees will receive a one-off payment of $3500. This payment will be pro-rata based on FTE.

31 SALARY PACKAGING

31.1 While this Agreement is in operation the parties agree that Employees will have access to the salary packaging options currently available to Employees in accordance with Government Guidelines.

31.2 Employee payments on termination shall be based on their Superable Salary.

31.3 Superable Salary means an Employee’s annual (base) salary plus certain approved taxable allowances and payments

31.4 Employees are encouraged to seek independent financial advice before entering into a salary packaging arrangement.

32 SUPERANNUATION

32.1 For the purposes of this Agreement, the default Superannuation Fund is the Emergency Services Superannuation Scheme.

32.2 Those Employees who are members of ESSS Defined Benefit Fund, or alternative schemes, at the time this Agreement commences operation, will have their membership maintained.

32.3 Subject to legislative requirements, the rules of the Superannuation Fund and Government approval, ESSS Defined Benefit Fund members may elect for their Employee contribution to be made on a salary sacrifice basis.

33 NATIONAL TRAINING WAGE AND SUPPORTED WAGES

33.1 National Training Wage

CFA and the Representatives shall observe the terms of the National Training Wage Schedule as amended to the extent that the matters contained therein are permitted or required by the Fair Work Act.

33.2 Supported Wage

33.2.1 This clause defines the conditions which will apply to Employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement. In the context of this clause, the following definitions will apply:

33.2.1.1 Supported wage system means the Commonwealth Government System to promote employment for people who cannot work at full wages because of a disability, as documented in Supported Wage System: Guidelines and Assessment Process.

33.2.1.2 Accredited assessor means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an
individual’s productive capacity within the Supported Wage System.

33.2.1.3 Disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.

33.2.1.4 Assessment instrument means the form provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

33.2.2 Eligibility criteria

33.2.2.1 Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

33.2.2.2 The clause does not apply to any existing Employees who have a claim against CFA which is subject to the provisions of workers’ compensation legislation or any provision of this Agreement relating to the rehabilitation of Employees who are injured in the course of their current employment.

33.2.2.3 The clause does not apply to CFA in respect of any facility, programme, undertaking service or the like which receives funding under the DS Act and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except if it has received recognition under section 10 or under section 12A of the Disability Service Act 1986, or if a part only has received recognition, that part.

33.2.3 Supported wage rates

Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing according to the following schedule:

<table>
<thead>
<tr>
<th>Assessed capacity (9.6)</th>
<th>Prescribed wage rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>10*</td>
<td>10</td>
</tr>
<tr>
<td>20</td>
<td>20</td>
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<td>80</td>
<td>80</td>
</tr>
<tr>
<td>90</td>
<td>90</td>
</tr>
</tbody>
</table>
(Provided that the minimum amount payable shall be not less than $82 per week).

*Where a person’s assessed capacity is 10 per cent, they shall receive a high degree of assistance and support.

### 33.2.4 Assessment of capacity

**33.2.4.1** For the purpose of establishing the percentage of the Agreement rate to be paid to an Employee under this Agreement, the productive capacity of the Employee will be assessed in accordance with the supported wage system and documented in an assessment instrument by either:

**33.2.4.1.1** CFA, in consultation with the Employee who may or may not request the involvement of a union or, if desired;

**33.2.4.1.2** CFA and an accredited assessor agreed by CFA and the Employee. The Employee may seek the involvement of a union to represent him or her in any discussions relevant to this clause.

### 33.2.5 Lodgement of assessment instrument

**33.2.5.1** All assessment instruments under the conditions of this clause, including the appropriate percentage of the Agreement wage to be paid to the Employee, shall be lodged by CFA with the Registrar of the Commission.

**33.2.5.2** All assessment instruments shall be agreed and signed by the parties to the assessment provided that the assessment will not take effect for a period of ten days from the date of lodgement during which the Employee will be given the opportunity to consult with a representative which may or may not include a union official or Employee concerning an objection to the assessment.

### 33.2.6 Review of assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the supported wage system.

### 33.2.7 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this Agreement paid on a pro rata basis.

### 33.2.8 Workplace adjustment

For Employees employed under this clause 33, CFA shall take reasonable steps to make changes in the workplace to enhance the Employee’s
capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

33.2.9 Trial period

33.2.9.1 In order for an adequate assessment of the Employee’s capacity to be made, CFA may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

33.2.9.2 During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

33.2.9.3 The minimum amount payable to the Employee during the trial period shall be no less than $82 per week.

33.2.9.4 Work trials should include induction or training as appropriate to the job being trialled.

33.2.9.5 Where CFA and an Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under 33.2.6 hereof.

34 ACCIDENT MAKE UP PAY

34.1 When an employee is absent from duty as a result of sustaining an injury in respect of which the Employee is entitled to weekly payments of compensation under the Accident Compensation Act 1985, the Employee will, except where otherwise provided in clause 34.2 below, be entitled to accident make-up pay equivalent to his or her normal wages less the amount of weekly compensation payments.

34.2 Payment – Maximum entitlement

34.2.1 CFA will continue to provide accident make-up pay to the Employee for a period of 52 weeks, or an aggregate of 261 working days, unless employment ceases.

34.2.2 An entitlement to accident make-up pay will cease at the end of a period of 52 weeks, or an aggregate of 261 working days, or when employment ceases or when the benefits payable under the Accident Compensation Act 1985 cease.

34.2.3 CFA may grant the Employee leave without pay where an entitlement to accident make-up pay has ended.

35 JOURNEY ACCIDENT COVER

35.1 CFA shall provide Journey Accident Insurance to all Employees covered by the Agreement when travelling directly between their place of residence and place of work for the purposes of starting and/or ending the day’s work provided that there is no coverage or entitlement to Workers Compensation.
35.2 The insurance will be sufficient to ensure that during an employee’s time lost due to a journey accident the Employee’s income will be maintained at 95 per cent of pre-injury salary to a maximum amount of $1200 per week for a maximum period of 104 weeks.

PART 6 ALLOWANCES AND REIMBURSEMENTS

36 ACCOMMODATION AND PERSONAL EXPENSES

An Employee who necessarily incurs accommodation, meals and incidental expenses in performing their duties will be entitled to reimbursement as prescribed in Schedule 2.

37 AVAILABILITY AND STANDBY ALLOWANCE (NOT FOR INCIDENT MANAGEMENT SUPPORT PURPOSES)

This clause relates to allowances for roles performed outside of Incident Management Support (clause 28).

37.1 Availability Allowance

An Employee, other than a Casual Employee, who is required and directed to be on a roster so that they are available after working hours will receive an Availability Allowance of 4.5% on their total weekly wage, to be counted for all purposes.

37.2 Standby Allowance

37.2.1 An Employee who is not on an Availability Roster pursuant to Clause 37.1 of the Agreement and who is required by the Duty Officer to remain available for an immediate recall to work will be entitled to a Standby Allowance hourly rate payment, as provided for in Schedule 1.

37.2.2 Standby is to be performed at home or some other mutually agreed location and the Employee is to be immediately contactable.

37.2.3 An Employee who receives the Availability Allowance under clause 37.1 of the Agreement is not eligible to receive the Standby Allowance and vice versa.

38 CHANGE OF WORKPLACE ALLOWANCE

38.1 Permanent Relocation of Usual Place of Work

38.1.1 The usual place or places of work for an Employee is defined in clause 38.3.1.

38.1.2 Where CFA requires an Employee to change their usual place of work, the Employee will be advised at the earliest opportunity but will be given no less than two weeks notice of a requirement to change their usual place of work.

38.1.3 Subject to the following clauses, an Employee who is required by CFA to travel to a new work location on a permanent basis, due to relocation of the Employee’s usual place of work, redeployment or organisational restructure, and where the Employee is required to travel additional time or distance as a result, the Employee will be paid
a once only allowance, as provided by this clause, in compensation for all disturbance factors arising from transfer or redeployment not otherwise provided for in this Agreement.

38.1.4 Where a part time Employee is relocated pursuant to clause 38.1.3, the allowance will apply on a pro rata basis.

38.1.5 This allowance will not be paid where:

38.1.5.1 The additional distance travelled by the most direct route between the Employee’s place of residence and the Employee’s new workplace is 20 kilometres or less each way per day; or

38.1.5.2 The Employee has applied for and been successful in obtaining a new role that results in a change of workplace except as provided in clause 38.1.2.

38.1.6 Subject to clause 38.1.2 and clause 38.1.5, the once only allowance(s) will be paid on the following basis:

i. A once only allowance in accordance with clause 38.1.3 for the first 30 minutes of additional travel time in each direction per day or an additional 30 kilometres by the most direct route between the Employee’s place of residence and the Employee’s new workplace in each direction per day distance; and

ii. A further equivalent allowance in accordance with clause 38.1.3 for each additional 30 minutes or 30 kilometres by the most direct route between place of residence and new workplace per day each way per day.

38.1.7 The payments are outlined in Schedule 1 and are pro rata based on FTE.

38.1.8 Where disturbance allowances are available under CFA’s Relocation Policy and Procedure, the Employee will not be entitled to an allowance under this clause and an allowance under that Policy and Procedure. In such circumstances the Employee will be entitled to the provision that provides the Employee with the most beneficial outcome.

38.2 Temporary Long Term Relocation of Usual Place of Work

38.2.1 Where CFA requires an Employee to change their usual place of work for a period of 12 months or more the Employee is entitled to apply for the allowance detailed at clause 38.1.

38.2.2 An employee who is required to change their usual place of work for a period of less than 12 months is entitled to apply for payment.

38.3 Usual Place of Work

38.3.1 The usual place (or places) of work for Employees covered by this Agreement will be provided in writing to the Employee by the Employee’s line manager and is defined as:
i. The worksite where the Employee is primarily based, being the location to which the Employee routinely reports and at which the Employee is provided with dedicated CFA facilities and equipment to conduct their business; or

ii. The worksite where the Employee spends the majority of their time, as agreed with their line manager.

38.3.2 When considering the most appropriate definition under clause 38.3.1, priority should be given to the primary worksite option provided by clause 38.3.1 i. unless the time spent at another worksite is significantly greater than the time spent at the worksite where the Employee is primarily based.

38.3.3 Where the Employee works over a range of worksites:

i. The addition and/or removal of worksites from the Employee’s area of responsibility will not result in a change to the Usual Place of Work; and

ii. The impacts and work practices of such a change, and the Employee’s response with regard to this, have been discussed and agreed with the Employee’s line manager.

39 WORKPLACE ALLOWANCES

39.1 First Aid Allowance

39.1.1 An Employee appointed by CFA to perform first aid duty, and who agrees to perform the role shall be paid the weekly allowance shown at Schedule 1.

39.1.2 CFA shall not appoint an employee to perform first aid duty unless that employee has attained the appropriate first aid qualifications from an accredited First Aid Trainer.

39.1.3 An Employee appointed to provide first aid and in receipt of this allowance will be required to maintain the currency of their first aid qualification in order to continue performing the first aid role and receiving the allowance. CFA will support the cost of maintaining the first aid qualification.

39.2 Emergency Warden Allowance

39.2.1 An Employee appointed by CFA to perform emergency warden duty, and who agrees to perform shall be paid the weekly allowance shown at Schedule 1.

39.2.2 CFA shall not appoint an employee to perform emergency warden duty unless that employee:

i. satisfies the selection criteria; and

ii. has received training;

iii. as outlined in Australian Standard AS 3475-2010.
39.3 An employee who meets the criteria shown above is entitled to the payment of the Allowance once only, regardless of whether the employee performs one or both of the roles shown above.

40 HIGHER DUTIES ALLOWANCE

40.1 Employees will be entitled to increased pay when they are assigned to perform the duties of a position above their current classification for a minimum of 5 continuous working days.

40.2 Payment for the higher duties will be at the minimum pay-point in the level applicable to the position.

40.3 Where the Employee is not undertaking the full duties of an assigned higher position, an increase in remuneration may be made at an appropriate proportion of the difference between their current salary and the minimum salary applying to the assigned higher position in addition to their current salary. This may be at either 25, 50 or 75 five per cent of the difference.

40.4 Payment of higher duties will continue to be paid while an Employee is on leave, if the higher duties arrangement is continuous pre and post the leave period.

40.5 If an Employee has been continuously performing higher duties and is subsequently promoted to a position at that classification (with no break between the performance of higher duties and the promotion to the higher classification):

40.5.1 The pay point review date will be the appointment date backdated by the time the Employee continuously performed higher duties;

40.5.2 The Employee who has a performance planning and review assessment in progress, is eligible for pay point progression on the pay point review date; and

40.5.3 The Employee is entitled for their commencing salary to be at the increased rate if the Employee has received pay point progression in the higher duties position.

40.6 Where clause 40.5 would apply but for there being no more than 3 months break between the performance of higher duties and the Employee’s appointment to the position, the Employee may make request to the Executive Director People and Culture for the application of clause 40.5.1.

41 LANGUAGE ALLOWANCE

41.1 Where CFA determines there is a regular and ongoing need for an Employee to communicate with members of the public in a language other than English then an Employee who is in a position of direct contact with speakers of a language other than English spoken by the Employee, including Deaf Oral Language or Deaf Sign Language, shall be paid an allowance, in accordance with the Victorian Multicultural Commission, of $982 per year. This allowance shall be paid fortnightly in addition to the salary or wage.

41.2 Employees must have passed the National Accreditation Authority for Translators and Interpreters (NAATI) Language Aide Test, or a higher level NAATI test, or are recognised by NAATI to possess equivalent proficiency. A Language Aide is qualified to deal with routine or common enquiries.
42 DRIVERS LICENCE REIMBURSEMENT
Where it is a requirement of CFA that an Employee must have a current drivers licence, CFA shall upon request, reimburse the Employee the cost of renewing their driver’s licence.

43 PROFESSIONAL MEMBERSHIP REIMBURSEMENT
43.1 Where CFA has determined that it is a requirement of a position’s Key Selection Criteria that the incumbent hold membership of a relevant professional body, the Employee appointed to such position will while occupying that position, receive reimbursement of the fees for membership to the professional body.

43.2 Where it is accepted by CFA as advantageous for an Employee to be a member of a particular professional body, to enhance the role undertaken for CFA, the approval of the relevant Executive Director/Manager and endorsement of the Executive Director, People and Culture is a pre-requisite for payment of professional membership fees.

43.3 Where in order to maintain their membership of a professional body recognised under 43.1 an Employee is required by the professional body to undertake compulsory training and assessment, CFA will reimburse the cost of such requirements.

44 USE OF TOLL ROADS
In the event that an Employee is required to utilise their private vehicle for authorised business purposes and in doing so uses a Toll road, CFA will upon request reimburse the Employee the cost of the Toll charges.

45 VEHICLES
45.1 Wherever practicable CFA will provide vehicles to support work undertaken by Employees. Where CFA provides a vehicle to an Employee to support work undertaken, the Employee must ensure that log books are filled out in accordance with relevant CFA policy.

45.2 Employees who are required and authorised by CFA to use their own vehicle for work related purposes will be entitled to receive an allowance of $1.10 per kilometre.

PART 7 LEAVE

46 ANNUAL LEAVE
46.1 An Employee shall be entitled to 4 weeks annual leave for every 12 months continuous service to be calculated on a pro rata basis.

46.2 Subject to the terms of clause 27.4 an Employee may be entitled to additional Annual leave.

46.3 No Employee shall be entitled to an annual leave loading of 17.5 per cent, the value of which is absorbed into the current classification structure and pay scales.

46.4 Annual leave entitlements must be taken by the end of the calendar year following the calendar year in which they are accrued and at a time convenient to the needs of CFA and the Employee. By agreement between the Employer and the Employee,
leave may be deferred beyond that date. Unless otherwise agreed, the Employee may be directed to take leave in accordance with clause 46.6.

46.5 Taking of Annual Leave

46.5.1 CFA and the Employee may agree, for annual leave to be taken wholly or partly in advance, before the Employee has become entitled to the annual leave. Leave taken in advance must not exceed 4 weeks.

46.5.2 In circumstances where the Employee has taken annual leave in advance, as provided by clause 46.5.1, and the Employee has a negative annual leave balance upon termination of employment, CFA may recoup the monetary equivalent of the leave balance from the Employee’s termination payment or other payment/s due if any.

46.6 Annual Leave Reduction & Cashing Out of Annual Leave

46.6.1 CFA may direct the Employee to participate in the creation of a leave reduction plan for taking leave at an average rate of up to 4 weeks in every 6 month period where an Employee’s accrued leave is in excess of 8 weeks. The purpose is to ensure that Employees take advantage of their annual leave entitlements and enjoy the benefits that the annual leave affords the Employee.

46.6.2 In circumstances where the Employee has accrued excessive annual leave, the Employee may elect to cash out the annual leave in excess of 4 weeks pursuant to the following provisions.

46.6.2.1 The Employee must have taken 4 weeks of annual leave in the previous 12 months.

46.6.2.2 The Employee must have a balance of 4 weeks of annual leave remaining following the cashing out of the excess annual leave.

47 PURCHASED LEAVE

47.1 Notwithstanding any other provision of this Agreement, an Employee may apply for additional leave under a purchased leave arrangement.

47.2 Access to this entitlement may only be granted on written application from an Employee and cannot be required as a precondition for employment.

47.3 Written application must be made:

47.3.1 At least 4 weeks in advance of the Employee’s intended Purchased Leave commencement;

47.3.2 To the appropriate line manager with endorsement by the appropriate Regional Manager / Director or delegated Executive Officer; and

47.3.3 Will be subject to the business requirements of CFA.

47.4 CFA will endeavour to accommodate Employee requests for arrangements under this clause, and where such requests are granted will make proper arrangements to
ensure that the business requirement are considered and workloads of other Employees are not unduly affected, and that excessive overtime is not required to be performed by other Employees as a result of these arrangements.

47.5 The Employee must remain on the Purchased Leave plan for a 12 month period.

47.6 Any variations to Purchased Leave must be made 4 weeks in advance.

47.7 Where CFA agrees and an Employee elects to purchase additional leave by requesting a reduction in the number of working weeks, the Employee will receive additional annual leave as follows:

<table>
<thead>
<tr>
<th>Option</th>
<th>Additional Leave</th>
<th>Total Leave</th>
</tr>
</thead>
<tbody>
<tr>
<td>44/52 weeks</td>
<td>Additional 8 weeks leave</td>
<td>12 weeks in total</td>
</tr>
<tr>
<td>45/52 weeks</td>
<td>Additional 7 weeks leave</td>
<td>11 weeks in total</td>
</tr>
<tr>
<td>46/52 weeks</td>
<td>Additional 6 weeks leave</td>
<td>10 weeks in total</td>
</tr>
<tr>
<td>47/52 weeks</td>
<td>Additional 5 weeks leave</td>
<td>9 weeks in total</td>
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<tr>
<td>48/52 weeks</td>
<td>Additional 4 weeks leave</td>
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<tr>
<td>49/52 weeks</td>
<td>Additional 3 weeks leave</td>
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</tr>
<tr>
<td>50/52 weeks</td>
<td>Additional 2 weeks leave</td>
<td>6 weeks in total</td>
</tr>
<tr>
<td>51/52 weeks</td>
<td>Additional 1 week leave</td>
<td>5 weeks in total</td>
</tr>
</tbody>
</table>

47.8 The Employee’s salary will be adjusted equal to the period they have elected to work (e.g. 48 weeks, 49 weeks), and this salary will be spread over a 52 week period.

47.9 Impact on Pay and Conditions

47.9.1 Pursuant to clauses 47.7 and 47.8, an Employee’s annualised salary will be proportionately reduced based on the number of weeks leave the Employee has purchased.

47.9.2 All conditions of employment that are applied as a proportion of an Employee’s annualised salary during the purchased leave period (for example but not limited to, superannuation, allowances based on a percentage of salary, overtime, rate of pay for leave taken during the purchased leave period) are to be based on the purchased leave annualised salary when applied or utilised during the purchased leave period.

47.9.3 All conditions of employment other than those that are applied as a proportion of an Employee’s rate of pay will not change for an Employee who purchases leave under this arrangement (for example but not limited to, accrual of leave during the purchased leave period).

48 PERSONAL / CARER’S LEAVE

48.1 Personal leave may be used:

48.1.1 For personal illness, or injury, paid leave purposes, when the Employee is not fit for work because they are sick or injured;
48.1.2 For paid carer’s leave purposes, when the Employee needs to provide care or support to a member of their immediate family, or a member of their household, who requires care or support because of:

48.1.2.1 A personal illness, or injury, of the member; or

48.1.2.2 An unexpected emergency affecting the member.

48.1.3 To provide ongoing care and attention to another person who wholly or substantially dependent on the Employee (including a member of the Employee’s immediate family or household), provided that the care and attention is not wholly or substantially on a commercial basis.

48.2 Each Employee has an entitlement to 15 days paid personal leave on commencement, and 15 days for each year of service thereafter on each employment anniversary date. Personal leave entitlements are cumulative. Part-time Employees are entitled to pro rata personal leave.

48.3 Evidence

An Employee must provide a medical certificate from a registered practitioner or a statutory declaration where the Employee is absent pursuant to this clause:

48.3.1 For more than 2 consecutive days of personal/carer’s leave; or

48.3.2 For more than 5 days in total of paid personal/carer’s leave with pay in each year of employment.

48.4 Where an Employee has a continuing health problem which is likely to cause irregular attendance, the Employee may initiate a confidential discussion on the matter with a view to CFA providing appropriate support.

48.5 Notification

48.5.1 To be entitled to personal leave in a particular period an Employee must give notice to CFA as soon as reasonably practicable that the Employee is going to be absent from the workplace due to one of the circumstances set out in clause 48.1.

48.5.2 Notice must include the type of leave that the Employee is taking (e.g. personal injury or illness leave or carer’s leave) and the expected duration of the leave.

48.5.3 If it is not practicable for the Employee to give prior notice of absence, the Employee must notify his or her manager preferably by telephone, or if that is not possible by email or text message at the earliest opportunity.

48.6 If an Employee takes paid personal/carer’s leave on a day or part-day that is a public holiday under clause 54, the Employee is taken not to be on paid personal/carer’s leave on that public holiday.

48.7 If an Employee is medically unfit, or required to care for a person in accordance with clause 48.1 whilst on Annual or Long Service Leave, the Employee can substitute the Annual or Long Service Leave for Personal Leave subject to the provision of a medical certificate or other supporting documentation as required by CFA.
48.8 For the purposes of this clause, ‘registered practitioner’ means one of the following: Doctor of Medicine; Dentist; Physiotherapist; Chiropractor; Osteopath; Psychologist; Podiatrist; Optometrist; or practitioner registered by the Chinese Medicine Registration Board of Victoria.

48.9 Further documentary evidence

48.9.1 CFA may require that an Employee provide a further medical certificate from a registered medical practitioner, when an Employee has been on personal illness or injury leave for at least 6 weeks and has a certificate indicating an ongoing need for personal illness or injury leave.

48.9.2 Where an Employee is attending for duty and CFA has a genuine concern about an Employee’s capacity to undertake their duties, CFA may require that the Employee provide a medical certificate from a registered practitioner agreed between the Employer and Employee.

48.9.3 Where an Employee fails to provide a medical certificate as required under clause 48.9.1 or 49.9.2 within a reasonable period of time and/or without reasonable cause, CFA may require the Employee to take leave other than personal leave until a medical certificate is provided. When a medical certificate is provided the Employee will then resume personal leave.

48.10 Unpaid Personal Leave

Where an Employee has exhausted all paid personal/carer’s leave entitlements, the Employee is entitled to take unpaid personal leave if satisfactory evidence has been provided.

48.11 Casual Employees

Casual Employees are entitled to be unavailable to attend work or to leave work:

48.11.1 If they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or

48.11.2 Upon the death in Australia of an immediate family or household member.

48.11.3 A Casual Employee is entitled to be unavailable to attend work for 2 days or greater, if agreed between CFA and the Employee, per occasion arising under clause 48.7.

48.11.4 A Casual Employee is not entitled to any payment for the period of non-attendance pursuant to clause 48.7.

48.11.5 CFA may require a Casual Employee to provide satisfactory evidence to support the taking of this leave.

48.12 Family Violence Leave

48.12.1 General Principle
48.12.1 CFA recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, CFA is committed to providing support to staff that experience family violence.

48.12.2 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.

48.12.2 Definition of Family Violence

Family violence includes physical, sexual, financial, verbal or emotional abuse by a family member as defined by the Family Violence Protection Act 2008 (Vic).

48.12.3 Eligibility

48.12.3.1 Leave for family violence purposes is available to all employees with the exception of casual employees.

48.12.3.2 Casual employees are entitled to access leave without pay for family violence purposes.

48.12.4 General Measures

48.12.4.1 Evidence of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a registered health practitioner, a Family Violence Support Service, district nurse, maternal and health care nurse or Lawyer. A signed statutory declaration can also be offered as evidence.

48.12.4.2 All personal information concerning family violence will be kept confidential in line with CFA's policies and relevant legislation. No information will be kept on an Employee’s personnel file without their express written permission.

48.12.4.3 No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing family violence.

48.12.4.4 CFA will identify contact/s within the workplace who will be trained in family violence and associated privacy issues. CFA will advertise the name of any Family Violence contacts within the workplace.

48.12.4.5 An Employee experiencing family violence may raise the issue with their immediate supervisor, Family Violence contacts, union delegate or nominated Human Resources contact. The immediate supervisor may
seek advice from Human Resources if the Employee chooses not to see the Human Resources or Family Violence contact.

48.12.4.6 Where requested by an employee, the Human Resources contact will liaise with the Employee’s manager on the Employee’s behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with clause 48.12.5 and clause 48.12.6.

48.12.4.7 CFA will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an employee reports family violence.

48.12.5 Leave

48.12.5.1 An Employee experiencing family violence will have access to 20 days per year of paid special leave for medical appointments, legal proceedings and other activities related to family violence (this leave is not cumulative but if the leave is exhausted consideration will be given to providing additional leave). This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

48.12.5.2 An Employee who supports a person experiencing family violence may utilise their personal/carer’s leave entitlement to accompany them to court, to hospital, or to care for children. CFA may require evidence consistent with clause 48.12.4.1 from an Employee seeking to utilise their personal/carer’s leave entitlement.

48.12.6 Individual Support

48.12.6.1 In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, CFA will approve any reasonable request from an Employee experiencing family violence for:

i. temporary or ongoing changes to their span of hours or pattern or hours and/or shift patterns;
ii. temporary or ongoing job redesign or changes to duties;
iii. temporary or ongoing relocation to suitable employment;
iv. a change to their telephone number or email address to avoid harassing contact;
v. any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
48.12.6.2 Any changes to an employee’s role should be reviewed at agreed periods. When an employee is no longer experiencing family violence, the terms and conditions of employment may revert back to the terms and conditions applicable to the Employee’s substantive position.

48.12.6.3 An Employee experiencing family violence will be offered access to the Member Assistance Program (MAP) and/or other available local employee support resources. The MAP shall include professionals trained specifically in family violence.

48.12.6.4 An Employee who discloses that they are experiencing family violence will be given information regarding current support services.

49  COMPASSIONATE LEAVE

49.1 Amount of compassionate leave

49.1.1 Employees, other than Casual Employees, are entitled to up to 4 days compassionate leave on each occasion, when a member of the Employee’s immediate family or household or:

49.1.1.1 Contracts or develops a personal illness that poses a serious threat to his/her life; or

49.1.1.2 Sustains a personal injury that poses a serious threat to his/her life; or

49.1.1.3 Dies.

49.1.2 Any unused portion of compassionate leave will not accrue from year to year and will not be paid out on termination.

49.1.3 Such leave does not have to be taken consecutively.

49.1.4 An Employee may take unpaid compassionate leave by agreement with CFA.

49.1.5 CFA may require the Employee to provide satisfactory evidence to support the taking of compassionate leave.

Amount of compassionate leave – Casual Employee

49.1.6 Casual Employees are entitled to 2 days unpaid compassionate leave on each occasion, when a member of the Casual Employee’s immediate family or a member of the Employee’s household:

49.1.6.1 Contracts or develops a personal illness that poses a serious threat to his or her life; or

49.1.6.2 Sustains a personal injury that poses a serious threat to his/her life; or

49.1.6.3 Dies.
49.1.7 Any unused portion of compassionate leave will not accrue from year to year and will not be paid out on termination.

49.1.8 Such leave does not have to be taken consecutively.

49.1.9 CFA may require the Casual Employee to provide satisfactory evidence to support the taking of compassionate leave.

49.2 Compassionate leave recognising Cultural Diversity

49.2.1 Ceremonial leave without pay or accrued annual leave may be granted to all Employees for ceremonial purposes:

49.2.1.1 Connected with the death of a member of the extended family; or

49.2.1.2 For other ceremonial obligations with a direct cultural connection.

49.2.2 An Employee must utilise accrued leave or accrued time in lieu or leave without pay for the purposes of ceremonial leave granted under this clause.

49.2.3 CFA may require to the satisfaction of CFA documentary evidence of the reasons and/or event for which an application has been made under this clause.

49.2.4 CFA will not unreasonably refuse a request for a cultural or ceremonial leave request.

50 PARENTAL LEAVE

50.1 Entitlements

50.1.1 Employees are entitled to parental leave in accordance with the Parental Leave National Employment Standard and this clause. For the avoidance of doubt, if there is any inconsistency between this clause and the NES to the detriment of an Employee, the NES will prevail.

50.1.2 The provisions of this clause apply to Full-Time Employees, Part-Time and eligible Casual Employees, but do not apply to other Casual Employees.

50.1.3 Subject to the terms of this clause, Employees are entitled to the following:

<table>
<thead>
<tr>
<th></th>
<th>Paid leave</th>
<th>Unpaid leave</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Caregiver</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>More than 12 months service</td>
<td>14 weeks</td>
<td>Up to 38 weeks</td>
<td>52 weeks</td>
</tr>
<tr>
<td>Less than 12 months service</td>
<td>0</td>
<td>Up to 52 weeks</td>
<td>52 weeks</td>
</tr>
<tr>
<td>Eligible casual employee</td>
<td>0</td>
<td>Up to 52 weeks</td>
<td>52 weeks</td>
</tr>
<tr>
<td>--------------------------</td>
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<td>----------------</td>
<td>---------</td>
</tr>
<tr>
<td><strong>Secondary Caregiver</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>More than 12 months service</td>
<td>2 weeks</td>
<td>Up to 50 weeks</td>
<td>52 weeks</td>
</tr>
<tr>
<td>Less than 12 months service</td>
<td>0</td>
<td>Up to 52 weeks</td>
<td>52 weeks</td>
</tr>
<tr>
<td>Eligible casual employee</td>
<td>0</td>
<td>Up to 52 weeks</td>
<td>52 weeks</td>
</tr>
<tr>
<td><strong>Pre-natal leave</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pregnant employee</td>
<td>38 hours</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spouse</td>
<td>7.6 hours</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Permanent Care Leave</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>More than 12 months service</td>
<td>14 weeks</td>
<td>Up to 38 weeks</td>
<td>52 weeks</td>
</tr>
<tr>
<td>Less than 12 months service</td>
<td>0</td>
<td>Up to 52 weeks</td>
<td>52 weeks</td>
</tr>
<tr>
<td><strong>Grandparent Leave</strong></td>
<td>0</td>
<td>Up to 52 weeks</td>
<td>52 weeks</td>
</tr>
</tbody>
</table>

50.1.4 The entitlements provided in this clause are in addition to any Government sponsored paid parental leave scheme and/or other leave provided by this agreement.

50.2 Definitions

For the purpose of this clause:

50.2.1 Continuous service means work for CFA on a regular and systematic basis (including any period of authorised leave or absence).

50.2.2 Child means a child of the Employee under school age except for adoption of an eligible child where ‘eligible child’ means a person under the age of 16 years who is placed with the Employee for the purposes of adoption, other than a child or step-child of the Employee or of the spouse of the Employee or a child who has previously lived continuously with the Employee for a period of six months or more.

50.2.3 Primary Caregiver means the person who is the primary carer of a newborn or newly adopted Child. The primary carer is the person who meets the Child’s physical needs more than anyone else. Only one person can be a Child’s primary carer on a particular day. In most cases the Primary Caregiver will be the birth mother of a newborn or the initial primary carer of a newly adopted child.

50.2.4 Secondary Caregiver means a person who has parental responsibility of the Child but is not the Primary Caregiver.

50.2.5 Spouse includes a de facto spouse, former spouse or former de facto spouse. The Employee’s ‘de facto spouse’ means a person who lives with the Employee as husband, wife or same sex partner on a bona fide domestic basis, although not legally married to the Employee.
50.3 Parental Leave – Primary Caregiver

50.3.1 An Employee who has, or will have, completed at least twelve months paid Continuous Service and who will be the Primary Caregiver at the time of the birth or adoption of their Child, is entitled to up to 52 weeks parental leave, comprising:

50.3.1.1 14 weeks paid parental leave; and
50.3.1.2 up to 38 weeks unpaid parental leave.

50.3.2 An Employee who will be the Primary Caregiver but has not completed at least twelve months paid Continuous Service at the time of the birth or adoption of their Child, is entitled to up to 52 weeks unpaid parental leave.

50.3.3 An Eligible Casual Employee who will be the Primary Caregiver at the time of the birth or adoption of their Child is entitled to up to 52 weeks unpaid parental leave.

50.3.4 Only one parent can receive Primary Caregiver parental leave entitlements in respect to the birth or adoption of their Child. An Employee cannot receive Primary Caregiver parental leave entitlements:

50.3.4.1 if their Spouse is, or will be, the Primary Caregiver at the time of the birth or adoption of their Child;
50.3.4.2 if their Spouse has received, or will receive, paid maternity leave, primary caregiver entitlements, or a similar entitlement from their employer; or
50.3.4.3 if the Employee has received, or will receive, Secondary Caregiver parental leave entitlements in relation to their Child.

50.4 Parental Leave – Secondary Caregiver

50.4.1 An Employee who has, or will have, completed at least 12 months paid Continuous Service and who will be the Secondary Caregiver at the time of the birth or adoption of their Child, is entitled to up to 52 weeks parental leave, comprising:

50.4.1.1 2 weeks paid parental leave; and
50.4.1.2 up to 50 weeks unpaid parental leave.

50.4.2 An Employee who will be the Secondary Caregiver but has not completed at least 12 months paid Continuous Service at the time of the birth or adoption, is entitled to up to 52 weeks unpaid parental leave.
50.4.3 An Eligible Casual Employee who will be the Secondary Caregiver at the time of the birth or adoption of their Child is entitled to up to 52 weeks unpaid parental leave.

50.4.4 Only one parent can receive Secondary Caregiver parental leave entitlements in respect to the birth or adoption of their Child.

50.4.5 An Employee cannot receive Secondary Caregiver parental leave entitlements where the Employee has received Primary Caregiver parental leave entitlements in relation to their Child.

50.5 Pre-natal Leave

50.5.1 An Employee other than a Casual Employee who presents a medical certificate from a registered practitioner stating that the Employee is pregnant will have access to paid leave totalling up to 38 hours per pregnancy to enable the Employee to attend the routine medical appointments associated with the pregnancy. Each absence must be covered by a medical certificate.

50.5.2 On presentation of a medical certificate stating such, any Employee who has a partner who is pregnant will have access to paid leave under this sub-clause totalling up to 7.6 hours per pregnancy to enable their attendance at routine medical appointments associated with the pregnancy. Each absence must be covered by a medical certificate.

50.5.3 Employees will be provided with the ability to leave work and return on the same day.

50.6 Personal Illness Leave and Parental Leave

50.6.1 Where the pregnancy of an Employee not currently on parental leave terminates other than by the birth of a living child, the Employee must as soon as practicable give notice to CFA that they will be taking leave. The Employee will need to advise CFA of the period, or expected period, of the leave required (CFA may require the Employee to provide evidence that would satisfy a reasonable person that the leave is being taken for a reason below or a certificate from a registered medical practitioner), in accordance with the following:

50.6.1.1 Where the pregnancy terminates during the first 20 weeks, during the notified period/s the Employee is entitled to access any paid and/or unpaid personal illness leave entitlements in accordance with the relevant personal leave provisions;

50.6.1.2 Where the pregnancy terminates after the completion of 20 weeks, during the notified period/s the Employee is entitled to paid special parental leave not exceeding the amount of paid parental leave available under clause 50.1.3, and thereafter, to unpaid special parental leave.
50.6.2 If an Employee takes leave for a reason outlined in clause 50.6.1, CFA may require the Employee to satisfy the evidence requirements outlined in clause 48.3.

50.6.3 Where an Employee not then on parental leave is suffering from an illness whether related or not to pregnancy an Employee may take any paid personal illness leave to which the Employee is entitled and/or unpaid personal illness leave in accordance with the relevant personal illness leave provisions.

50.7 Pre–Adoption Leave

50.7.1 An Employee seeking to adopt a Child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure.

50.7.2 The Employee and CFA should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to 2 days unpaid leave.

50.7.3 Where paid leave is available to the Employee, CFA may require the Employee to take such leave instead.

50.7.4 CFA may require the Employee to provide satisfactory evidence supporting the leave.

50.8 Permanent Care Leave

50.8.2 If an Employee, other than a Casual Employee, is granted custody of a child under the Children, Youth and Families Act 2005 by the Children’s Court or the Family Court, and the Employee is the primary care giver for the child, the Employee will be entitled to 14 weeks’ paid leave at a time to be agreed.

50.8.3 The Employee shall be required to provide CFA with written notice of their intention to apply for Permanent Care Leave as soon as is reasonably practicable. Sufficient evidence of the custody arrangements may be required by CFA to support the taking of leave.

50.9 Grandparent Leave

50.9.2 An Employee is entitled to a period of up to 52 weeks’ continuous unpaid Grandparent Leave in respect of the birth or adoption of the grandchild of the Employee.

50.9.3 An Employee is only entitled to Grandparent Leave if they are or will be the full time primary caregiver of a grandchild.

50.9.4 The Employee shall be required to provide CFA with written notice of their intention to apply for Grandparent Leave as soon as is reasonably practicable. Sufficient evidence to support the taking of leave may be required by CFA.
50.10 **Notice and Evidence Requirements**

50.10.1 An Employee must give at least ten weeks written notice of the intention to take parental leave, including the proposed start and end dates. At this time, the Employee must provide a statutory declaration stating:

50.10.1.1 that the Employee will become the Primary Caregiver or Secondary Caregiver of the Child, as appropriate;

50.10.1.2 the particulars of any parental leave taken or proposed to be taken or applied for by the employee’s spouse; and

50.10.1.3 that for the period of parental leave, the employee will not engage in any conduct inconsistent with their contract of employment.

50.10.2 At least four weeks before the intended commencement of parental leave, the Employee must confirm in writing the intended start and end dates of the parental leave, or advise CFA of any changes to the notice provided in clause 50.10.1 unless it is not practicable to do so.

50.10.3 CFA may require the Employee to provide evidence which would satisfy a reasonable person of:

50.10.3.1 in the case of birth-related leave, the date of birth of the Child (including without limitation, a medical certificate stating the date of birth or expected date of birth); or

50.10.3.2 in the case of adoption-related leave, the commencement of the placement (or expected day of placement) of the Child and that the Child will be under 16 years of age as at the day of placement or expected day of placement.

50.10.4 An Employee will not be in breach of this clause if failure to give the stipulated notice is caused by confinement occurring earlier than the presumed date.

50.11 **Commencement of Parental Leave**

50.11.1 Unless agreed otherwise between CFA and the Employee, an Employee who is pregnant may commence Primary Caregiver parental leave at any time within six weeks immediately prior to the expected date of birth of the Child.

50.11.2 In all other cases, Primary Caregiver parental leave commences on the day of birth or placement of the Child.

50.11.3 Secondary Caregiver parental leave may commence on the day of birth or placement of the Child.

50.11.4 Where an Employee continues to work within the six week period immediately prior to the expected date of birth, or where the Employee

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is on paid leave under clause 50.14.2, CFA may require the Employee to provide a certificate from a registered medical practitioner stating that they are fit to work in their present position. CFA may require the Employee to start maternity leave if the Employee:

50.11.4.1 Does not give CFA the requested certificate within 7 days after the request; or
50.11.4.2 Within 7 days after the request for the certificate, gives CFA the medical certificate stating that the Employee is unfit to work.

50.11.5 CFA and the Employee may agree to alternative arrangements regarding the commencement of parental leave.

50.11.6 Unless otherwise agreed, any entitlement to paid parental leave will be paid from the date of commencement of parental leave.

50.12 Extending Parental Leave

50.12.1 Extending the initial period of parental leave

50.12.1.1 An Employee, who is on an initial period of parental leave of less than 52 weeks under clause 50.3 or 50.4, may apply to CFA to extend the period of their parental leave on one occasion up to the full 52 week entitlement.

50.12.1.2 The Employee must notify CFA in writing at least 4 weeks prior to the end date of their initial parental leave period. The notice must specify the new end date of the parental leave.

50.12.2 Right to request an extension to parental leave

50.12.2.1 An Employee who is on parental leave under clause 50.3 or 50.4 may request an extension of unpaid further period of up to 12 months immediately following the end of the current parental leave period.

50.12.2.2 In the case of an Employee who is a member of an employee couple, the period of the extension cannot exceed 12 months, less any period of parental leave that the other member of the Employee couple will have taken in relation to the child.

50.12.2.3 The Employee’s request must be in writing and given to CFA at least 4 weeks before the end of the current parental leave period. The request must specify any parental leave that the Employee’s spouse will have taken.

50.12.2.4 CFA shall consider the request having regard to the Employee’s circumstances and, provided the request is genuinely based on the Employee’s parental responsibilities, may only refuse the request on
reasonable grounds related to the effect on the workplace or CFA’s business. For guidance, reasonable grounds might include cost, lack of adequate replacement staff, loss of efficiency and/or the impact on customer service.

50.12.2.5 CFA’s decision made under clause 50.12.2.4 must be recorded in writing. CFA’s response, including details of the reasons for any refusal, must be given as soon as practicable, and no later than 21 days after the request is made.

50.13 Parental leave and other entitlements

50.13.1 An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under 50.12.2.

50.13.2 Where a public holiday occurs during a period of paid parental leave, the public holiday is not to be regarded as part of the paid parental leave and CFA will grant the Employee a day off in lieu, to be taken by the Employee immediately following the period of paid parental leave.

50.14 Transfer to a safe job

50.14.1 Where an Employee is pregnant and provides evidence from a medical practitioner that the Employee is fit for work but it is inadvisable for the Employee to continue in their present position during a stated period because of illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee, the Employee will, if there is an appropriate safe job available, be transferred to that safe job with no other change to the Employee’s terms and conditions of employment until the commencement of maternity leave. CFA may require the evidence referred to above to be a medical certificate.

50.14.2 If there is no appropriate safe job available and the Employee is entitled to unpaid parental leave in accord with clause 50.1.3 then the Employee is entitled to take paid ‘no safe job’ leave immediately for a period which ends at the earliest of either:

50.14.2.1 When the Employee is certified unfit to work during the six week period before the expected date of birth by a registered medical practitioner; or

50.14.2.2 When the Employee’s pregnancy results in the birth of a living child or when the Employee’s pregnancy ends otherwise than with the birth of a living child.

50.14.3 The entitlement to no safe job leave is in addition to any other leave entitlement the Employee has.
50.15 Returning to work

50.15.1 Returning to work early

50.15.1.1 During the period of parental leave an Employee may return to work at any time as agreed between CFA and the Employee, provided that time does not exceed four weeks from the recommencement date desired by the Employee.

50.15.1.2 In the case of adoption, where the placement of an eligible child with an Employee does not proceed or continue, the Employee will notify CFA immediately and CFA will nominate a time not exceeding four weeks from receipt of notification for the Employee’s return to work.

50.15.2 Returning to work at conclusion of leave

50.15.2.1 An Employee will notify CFA of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

50.15.2.2 Subject to clause 50.15.2.3, an Employee will be entitled to the position which they held immediately before commencing parental leave. In the case of an Employee transferred to a safe job pursuant to clause 50.14 hereof, the Employee will be entitled to return to the position they held immediately before such transfer.

50.15.2.3 Where the 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 eligible to obtain a vacant role for which the Employee is qualified, that is equivalent or the closest to, but not exceeding the status and pay of the Employee’s former position. Any issue concerning the location of an alternative position may be dealt with by reference to clause 12 of this Agreement.

50.15.3 Returning to work at a reduced time fraction

50.15.3.1 To assist an Employee in reconciling work and parental responsibilities, an Employee may request to return to work at a reduced time fraction until their child reaches school age, after which the Employee will resume their substantive time fraction.

50.15.3.2 Where an Employee wishes to make a request under clause 50.15.3.1, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.
50.16 Replacement Employees

50.16.1 A Replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Employee proceeding on parental leave.

50.16.2 Before CFA engages a Replacement Employee CFA must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

50.16.3 The limitation in clause 14.4 on the use of Fixed Term Employment to replace the Employee does not apply in this case.

50.17 Consultation and Communication during Parental leave

50.17.1 Where an Employee is on parental leave and a definite decision has been made that will have a significant effect on the status, pay or location of the Employee’s pre-parental leave position, CFA shall take reasonable steps to:

50.17.1.1 Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and

50.17.1.2 Provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.

50.17.2 The Employee shall take reasonable steps to inform CFA about any significant matter that will affect the Employee’s decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.

50.17.3 The Employee shall also notify CFA of changes of address or other contact details which might affect CFA’s capacity to comply with clause 50.17.1.

50.18 Keeping in Touch Days

50.18.1 Whilst on parental leave an Employee may elect to attend the workplace for up to ten paid “keeping in touch days” in any twelve month period of maternity leave. If the period of parental leave is extended beyond twelve months, an Employee will be entitled to a further ten days for keeping in touch. Any such attendance will be at the election of the Employee, and CFA is not able to require attendance. CFA may invite an Employee to attend for this purpose.

50.18.2 Any planned attendance/s for keeping in touch days are to be agreed between the Employee and CFA.
50.18.3 An Employee may request to attend for a keeping in touch day no earlier than 14 days after the birth or adoption. CFA may invite an Employee to attend no earlier than 42 days after the birth or adoption.

50.18.4 Keeping in touch days may include the following activities; participating in planning, undertaking training, attending conferences.

50.18.5 Keeping in touch days may be worked, by agreement, as a part day, a full day at a time, or more than one consecutive day up to the maximum figure of 10 days within a 12 month period.

50.18.6 An Employee will receive their substantive rate of pay for their attendance for keeping in touch days.

50.18.7 An Employee is responsible for ensuring that any attendance for keeping in touch days is consistent with the requirements of the Federal Department of Human Services. CFA will provide relevant, available information from the Federal Department of Human Services to all Employees who access parental leave.

50.19 Half Pay Provision

CFA may allow an Employee who is entitled to paid parental leave to take that leave at half pay for a period equal to twice the period to which the Employee would otherwise be entitled.

50.20 Leave Without Pay

50.20.1 Upon application by the Employee, leave without pay may be granted to the primary care giver as an extension of parental leave. The total amount of leave, inclusive of parental leave, cannot exceed 7 years.

50.20.2 The Employee must make an application for the extension of the leave each year.

50.20.3 Unless otherwise provided for in this Agreement, leave without pay under this clause shall not break the Employee’s continuity of employment, but it will not count as service for leave accrual or other purposes. An Employee will not have an entitlement to paid parental leave whilst on leave without pay under this clause.

50.20.4 Upon return to work from leave without pay granted under this clause, CFA may reallocate the Employee to other duties at the Employee’s current classification.

50.21 Casual Employees

50.21.1 CFA must not fail to re-engage a Casual Employee because:

50.21.1.1 The Employee or Employee’s spouse is pregnant; or
50.21.1.2 The Employee is or has been immediately absent on parental leave.
50.21.2 The rights of CFA in relation to engagement and re-engagement of Casual Employees are not affected, other than in accordance with this clause.

51 LONG SERVICE LEAVE

51.1 Employees are entitled to Long Service Leave in accordance with entitlements contained in CFA Act and CFA Policy on Long Service Leave.

51.1.1 An Employee may access this entitlement, on a pro-rata basis, after 7 years of continuous service.

51.1.2 Where a public holiday occurs during a period of Long Service Leave, the public holiday is not counted as part of the Long Service Leave and CFA will grant the Employee a day off in lieu.

51.1.3 Up to 5 days of Long Service Leave may be taken each year in single days by an Employee other than an Employee who transitions to retirement in accord with clause 29.

51.1.4 Any additional Long Service Leave may be accessed in periods of not less than one week blocks.

51.1.5 Pro rata accrual for regular Part-Time and Casual Employees applies.

51.1.6 The timing of the taking of Long Service Leave will be subject to the operational requirements of CFA.

51.2 An Employee eligible for Long Service Leave can elect to take such Long Service Leave on half pay for a period equal to twice the period to which the Employee would otherwise be entitled subject to:

51.2.1 The operational requirements of CFA; and

51.2.2 The Employee not maintaining an excessive leave balance.

52 STUDY LEAVE

52.1 Study leave with pay shall be approved for Employees undertaking courses of study approved by CFA.

52.2 Leave without pay in addition to any paid study leave may be granted to Employees upon application to CFA.

52.3 The Employer shall grant an Employee leave with pay for preparation and attendance and any travel necessary for any examination or presentation ceremony associated with an approved course of study.

52.4 At all times study leave is subject to the operational requirements of the organisation and determined on that basis.
53 EXTENDED LEAVE SCHEME

53.1 An Employee may make written application to CFA to receive 80 per cent of the salary they would otherwise be entitled to receive in accordance with this Agreement and for the 80 per cent salary to be applied over a 4 year period.

53.2 On completion of the fourth year, the Employee will be entitled to 12 months leave and will receive an amount equal to 80 per cent of the salary they were entitled to in the fourth year of deferment.

53.3 Where an Employee completes 4 years of service under this extended leave scheme and is thereby not required to attend duty in the fifth year, the period of non-attendance will not constitute a break in service and will count as service for all purposes.

53.4 At the written request of the Employee, CFA may agree to the Employee withdrawing from this scheme prior to the completion of the 4 year period.

53.5 Where it is agreed that the Employee’s participation in this scheme will terminate prior to the end of the 4 year period, the Employee will:

i. Receive a lump sum payment equivalent to 20 per cent of each year’s salary the Employee would otherwise be entitled to receive in accordance with this Agreement or a previous or subsequent Agreement for the period the Employee was participating in the scheme; and

ii. Not be entitled to equivalent absence from duty.

54 PUBLIC HOLIDAYS

54.1 Employees, other than casuals, shall be entitled to the following holidays without loss of pay; subject to Victorian Government gazettal of each of the days as a Public Holiday.

<table>
<thead>
<tr>
<th>New Year’s Day</th>
<th>Easter Saturday</th>
<th>Anzac Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Australia Day</td>
<td>Easter Sunday</td>
<td>Grand Final Eve</td>
</tr>
<tr>
<td>Labour Day</td>
<td>Easter Monday</td>
<td>Melbourne Cup Day</td>
</tr>
<tr>
<td>Good Friday</td>
<td>Sovereign’s Birthday</td>
<td>Christmas Day</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Boxing Day</td>
</tr>
</tbody>
</table>

54.1.1 Provided that another day may be substituted for Melbourne Cup Day if mutually agreed upon by CFA and the majority of the Employees in the regional area concerned.

54.1.2 When Christmas Day falls on a Saturday or Sunday, a holiday in lieu thereof shall be observed on 27 December.

54.1.3 When Boxing Day falls on a Saturday or Sunday an additional holiday shall be observed on 28 December.

54.1.4 When New Year’s Day falls on a Saturday or Sunday an additional holiday shall be observed on the next Monday.

54.1.5 When Australia Day falls on Saturday or Sunday a holiday in lieu shall be observed on the next Monday.
54.1.6 Where public holidays in Victoria are declared or prescribed on days other than those set out above, those days shall constitute substitute or additional holidays for the purposes of this Agreement.

54.1.7 By agreement between CFA and an Employee an alternative day may be taken as the public holiday in lieu of any of the prescribed days.

54.2 Payment for work performed on a public holiday prescribed in clause 54.1 hereof shall be in accordance with clause 26.2.

54.3 Provided that when an Employee is absent from his or her employment only on one working day or part of a day before or after a holiday, except on account of illness or other legitimate reason, he or she shall not suffer loss of payment for more than one day of the holidays.

55 LEAVE WITHOUT PAY

55.1 An Employee may be granted leave without pay by CFA policy for any purpose.

55.2 Unless otherwise provided for in this Agreement, leave without pay shall not break the Employee’s continuity of employment but leave without pay will not count as service for leave accrual or other purposes.

56 DEFENCE FORCE LEAVE

56.1 A leave of absence with pay may be granted for 14 days in any calendar year to any Employee who is a voluntary member of the Reserve Forces for the purposes of attending an annual training camp, and a further 4 days a year may be granted for the same purpose following the certification of the Commanding Officer of the particular service unit concerned that such additional days are required.

56.2 CFA may approve paid / unpaid leave for greater periods than those provided above if special circumstances exist.

56.3 Where additional days are required for the purpose of service or travelling, requests for additional time off work shall be granted.

56.4 If an Employee is on approved unpaid leave, and the base salary (excluding allowances) received by the Employee from the Australian Defence Force for their Defence Reserve service during his or her ordinary hours of work is below the Employee’s CFA salary, CFA will, unless exceptional circumstances arise, pay to the Employee make-up pay to their normal CFA salary for the period of Defence Reserve service.

57 JURY SERVICE LEAVE

57.1 An Employee, other than a Casual Employee, who is called upon to serve on a jury during his or her ordinary hours of work will be granted leave in respect of ordinary time that would have otherwise been worked. The Employee is entitled to payment if sufficient evidence is provided in accordance with clause 57.2.

57.2 The Employee will provide CFA as soon as possible with:

57.2.1 The date/s they are required to attend for jury service;
57.2.2 Satisfactory evidence of the duration of attendance; and

57.2.3 The amount of jury service paid or payable to them.

57.3 The amount payable to the Employee by CFA is to be reduced by the total amount of jury service pay that has been paid, or is payable, to the Employee, as disclosed in the evidence provided in accordance with clause 57.2.3.

57.4 Casual Employees will be entitled to unpaid leave for the period of jury service. Casual Employees will be required to notify CFA as soon as possible of the date/s they are required to attend for jury service, and provide satisfactory evidence of the duration of attendance if requested.

58 BLOOD DONORS LEAVE

Leave may be granted to an Employee without loss of pay to visit the Red Cross Blood Bank as a donor once every 3 months.

59 EMERGENCY LEAVE

59.1 Employees may be granted up to 5 days paid emergency leave per annum where CFA agrees that emergency or special circumstances exist.

59.2 This clause pertains to serious unplanned circumstances requiring urgent attention.

60 EMERGENCY SERVICES LEAVE

60.1 An Employee who is a member of a voluntary emergency relief organisation including, but not limited to the Red Cross, State Emergency Service and St John Ambulance must be released from normal duty without loss of pay where an emergency situation arises that requires the attendance of the Employee.

60.2 An Employee who is a CFA volunteer must adhere to the relevant CFA Standard Operating Procedures.

60.3 An Employee who is required to attain qualifications or to requalify to perform activities in an emergency relief organisation must be granted leave with pay for the period of time required to fulfil the requirements of the training course pertaining to those qualifications, provided that such training can be undertaken without unduly affecting the operational requirements of CFA.

61 CULTURAL AND CEREMONIAL LEAVE

61.1 CFA may approve an Employee to attend a cultural or ceremonial event during work hours. The Employee must:

61.1.1 Have a direct cultural connection; and

61.1.2 Utilise accrued annual leave or accrued time in lieu or leave without pay for the absence.

61.2 CFA may require, to the satisfaction of CFA documentary evidence, the reasons and/or event for which an application has been made under this clause.

61.3 CFA will not unreasonably refuse a request for cultural or ceremonial leave.
PART 8 OTHER MATTERS

62 FACILITIES
62.1 CFA will provide Employees with the appropriate and reasonable facilities to meet the requirements of their position.

63 UNIFORMS AND EQUIPMENT
63.1 CFA will provide, and be responsible for the cost of the reasonable replacement and/or repair of uniforms, protective clothing, tools and equipment to Employees if specifically required to perform their position, at no cost to Employees, excluding Fringe Benefits Tax liabilities.

64 SPECIFIC INITIATIVES
64.1 Brigade Administrative Support Positions

64.1.1 This clause relates specifically to the following positions only - District Brigade Administrative Support Officer (DBASO), Regional Brigade Administrative Support Officer (RBASO), Brigade Support Coordinator (BSC), Regional Project Coordinator (RPC) and Regional Brigade Support Team Manager (RBSTM).

64.1.2 There will be no reduction to the number of substantive positions of DBASO's, RBASO's, BSC's, RPC's and RBSTM's, as at the commencement date of this agreement. Any of the above listed positions vacated by an incumbent as a result of, transfer, promotion, resignation or summary dismissal will be subject to review and standard CFA recruitment and selection procedures.

64.1.3 A District Brigade Administrative Support Officer at PTA3 Level currently receiving the Certificate IV - Training & Assessment (or equivalent training qualification) yearly superable Development allowance of $2126.95, at the commencement date of this agreement will continue to receive this allowance for the life of this agreement, whilst they remain in the role. Consistent with CFA's stated position, BASO staff will not perform any operational or community educational activities as part of their paid employment.

64.1.4 A District Brigade Administrative Support Officer at PTA3 Level who has commenced the process for obtaining the Certificate IV - Training & Assessment (or equivalent training qualification) will be entitled to the yearly superable Development allowance of $2126.95 upon obtaining the qualification. The allowance will continue to be payable for the life of this agreement, whilst they remain in the role.

64.1.5 Consistent with CFA's stated position Brigade Administrative Support Officers will not perform any operational or community educational activities as part of their paid employment.
64.2 Vegetation Management Officers

64.2.1 There will be no reduction of substantive positions of Vegetation Management Officers for the life of this agreement. CFA may increase positions in Regions as required which will be subject to review and standard CFA recruitment and selection procedures.

64.2.2 The Vegetation Management Officers roles will have the following positions, Vegetation Management Officer PTA4 and Vegetation Management Coordinator PTA5.

64.2.3 Qualification allowance

On successful completion of all of the following courses, Vegetation Management Officers will be paid a 2 per cent qualification allowance that is payable for all purposes including superannuation:

- PUACOM014B Contribute to community safety
- PUACOM015B Conduct community safety activities
- CFAIMT017 Intermediate Fire Behaviour
- PUAFIR513 Develop complex prescribed burn plans
- PUAFIR511 Conduct complex prescribed burns
- CFAIMT28501 Fire Weather 2

Or equivalent competency units that may replace the units above if they are superseded.

64.2.4 The current ‘Safer Together’ project when completed, may impact upon the duties of VMO staff, and CFA will consult fully when the outcomes are known.

64.3 Fire Safety Officers

64.3.1 Qualification allowance

On successful completion of all of the following courses, Fire Safety Officers will be paid a 2 per cent qualification allowance that is payable for all purposes including superannuation:

- PUAFIR201B or PUAFIR215 Prevent injury
- PUAFIR204 Respond to wildfire
- CFAIMT017 Intermediate Bushfire Behaviour
- PUAFIR302 Suppress wildfire
- PUAFIR403B Assess building plans
- PUAEMR002B Identify, analyse and evaluate risk
- PUAFIR309B Operate pumps
- PUAFIR206B Check installed Fire Safety Systems
- PUAFIR302B or PUAFIR320 Render hazardous materials incidents safe

Or equivalent competency units that may replace the units above if they are superseded.

65 SERVICE DELIVERY PARTNERSHIP PLAN

The parties agree that the following matters will be implemented during the life of the agreement, and will facilitate ongoing improvements
Incident Management Support:

The number of PTA staff who are competent to provide Incident Management Support has increased substantially, in direct response to the recommendations of the Victorian Bushfires Royal Commission 2009. One third of PTA staff are competent to perform various levels of Incident Management Support in addition to their existing position. This expanded capacity has not previously been acknowledged as a service delivery improvement.

Incident Management Support roles are performed as needed, whilst service delivery and business continuity are maintained across CFA.

The Agreement clarifies and simplifies the entitlements of staff who provide this additional service:

Staff are entitled to payment subject to participation in Incident Management Support in. The allowance payable for maintenance of recognised competencies is increased and aligns with the equivalent allowance paid in other agencies.

Management of Time in Lieu:

The amount of time in lieu able to be accrued is increased from 24 to 38 hours. Accrual is frequently associated with Incident Support roles and other seasonal factors. The increased ceiling amount recognises these factors and will allow better management of accrued time.

Fire Safety Officers:

Fire Safety Officers will progressively adapt to a ‘paperless’ office during the life of this Agreement. This movement creates significant service improvements and dollar savings in the following areas: storage; transferability; time saved; and reduced administrative support services.

Fire Safety Officers will also attach a higher priority to fee recovery services and progress of this will be monitored. This revised priority is expected to generate additional revenue.

Fire Safety Officers will also attach a consistent emphasis to ‘priority work’, meaning compliance and licensing approvals. This is expected to ensure greater compliance with statutory timetables and to reduce the incidence of contested applications.

CFA will make representations to Government seeking that Fire Safety Officers have less involvement in VC 49 Planning matters. The purpose of this will be to allow greater concentration on priority work.

Brigade Administrative Support Positions:

An agreed improvement is the implementation of progression to Regional Project Co-Coordinator. This will allow for greater consistency in services across regions and more effective and efficient supports to volunteer and brigade communities across the state.

It is also agreed that the existing allowance payable to BASO staff who hold a qualification in Training and Assessment will be confined to those staff who currently hold, or who are in the process of completing the qualification. No other staff will be eligible to receive this allowance.
Vegetation Management Officers:

CFA Vegetation Management Officers provide authoritative expertise, professional and technical leadership, and advice to CFA volunteers and senior operational staff to ensure effective CFA participation and the application of planned burning operations. This includes applying technical knowledge and expertise relating to the application of planned burning operations, gathering and analysing data relating to fire behaviour and control of planned burns in the field. In order to improve productivity CFA will survey the availability of specific technical equipment, including electronic tablets with relevant applications installed enabling VMO’s to undertake these function in the field without a requirement to return to an office.

The Government’s Safer Together approach to reducing the risk of bushfire in Victoria may impact upon the duties of VMO staff, and CFA will consult fully with staff when the outcomes are known.

Fire Incident Reporting System (FIRS):

Subject to consultation, CFA intends to progress an alternative roster to operate in the FIRS section. This alternate roster will allow for more accurate and more immediate data recording. This is also expected to contribute to further improvement in the accuracy of data recorded. In the event that a further roster is agreed, then CFA will also consult on the payment of an averaged penalty loading. The effect of an agreed penalty loading will be to minimise fluctuations in fortnightly earnings, and to substantially reduce manual payroll processing.
SCHEDULE 1 – RATES OF PAY AND ALLOWANCES

Employees who are employed in any of the classifications covered by this Agreement shall be paid in accordance with the following structure as set out below. The grade descriptors for each level are set out in Schedule 3 of this Agreement.

RATES OF PAY: (*F.P.P. means the First Pay Period on or after the dates shown]

<table>
<thead>
<tr>
<th>Level</th>
<th>Paypoint</th>
<th>5.0% from F.P.P. on or after 28 November 2016</th>
<th>*3.75% F.P.P. 12 months later</th>
<th>*3.75% F.P.P. 12 months later</th>
<th>*3.5% F.P.P. 12 months later</th>
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# ALLOWANCES

## First Aid Allowance

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<th>Clause 39.1</th>
<th>5.0% from F.P.P. on or after 28 November 2016</th>
<th>3.75% F.P.P. 12 months later</th>
<th>3.75% F.P.P. 12 months later</th>
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## Emergency Warden Allowance

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## Vehicle Allowance

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<th>F.P.P. 12 months later</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicle Allowance</td>
<td>$1.10</td>
<td>$1.10</td>
<td>$1.10</td>
<td>$1.10</td>
</tr>
</tbody>
</table>

## Stand-by Allowance

<table>
<thead>
<tr>
<th>Clause 37</th>
<th>5.0% from F.P.P. on or after 28 November 2016</th>
<th>3.75% F.P.P. 12 months later</th>
<th>3.75% F.P.P. 12 months later</th>
<th>3.5% F.P.P. 12 months later</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stand-by Allowance</td>
<td>$17.31</td>
<td>$17.96</td>
<td>$18.63</td>
<td>$19.28</td>
</tr>
</tbody>
</table>
### Change of Workplace Allowance

<table>
<thead>
<tr>
<th>Clause 38</th>
<th>5.0% from F.P.P. on or after 28 November 2016</th>
<th>3.75% F.P.P. 12 months later</th>
<th>3.75% F.P.P. 12 months later</th>
<th>3.5% F.P.P. 12 months later</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change of Workplace Allowance</td>
<td>$1,280.80</td>
<td>$1,328.00</td>
<td>$1,378.60</td>
<td>$1,426.85</td>
</tr>
</tbody>
</table>

### BASO Training Allowance

<table>
<thead>
<tr>
<th>Clause 64.1</th>
<th>5.0% from F.P.P. on or after 28 November 2016</th>
<th>3.75% F.P.P. 12 months later</th>
<th>3.75% F.P.P. 12 months later</th>
<th>3.5% F.P.P. 12 months later</th>
</tr>
</thead>
<tbody>
<tr>
<td>Training Allowance</td>
<td>$2,233.30</td>
<td>$2,317.00</td>
<td>$2,403.89</td>
<td>$2,488.00</td>
</tr>
</tbody>
</table>
SCHEDULE 2 – BUSINESS RULES FOR ACCOMMODATION AND PERSONAL EXPENSES

1 GENERAL PRINCIPLES
1.1 CFA will reimburse an Employee for actual and reasonable necessary out of pocket expenses incurred by the Employee in the course of his or her authorised duties.
1.2 An expense will be deemed necessary if it was incurred in the course of an Employee’s authorised duties and would not have been incurred in the ordinary circumstances of travel to and from the Employee’s home and normal duty location.
1.3 Wherever practical, Employees are required to obtain approval before incurring travel, personal and out of pocket expenses.
1.4 Employees are responsible for providing satisfactory receipts for amounts actually expended where they are seeking reimbursement and are required to produce receipts by CFA.
1.5 Reimbursement of overnight expenses and allowances paid in accordance with the Australian Taxation Office “Reasonable Allowance” amounts are not subject to Pay As You Go (PAYG) withholding tax and are not required to be disclosed on annual Payment Summaries (formerly known as Group Certificates). Claims for part day absence allowances in accordance with the Australian Taxation Office “Reasonable Allowance” amounts are subject to Pay As You Go (PAYG) withholding tax and will be disclosed on annual Payment Summaries.
1.6 Where CFA provides meal and/or accommodation allowances expenses will not be payable.

2 DEFINITIONS
In this Appendix the following definitions apply:

Authorised Officer is a person with the authority to approve expense payments.

CBD is the Melbourne Central Business District as defined in “Melway” Map 1A and 1B.

Part Day Absences are defined as absences not involving sleeping away from home.

Receipts referred to in this clause comprise original documentation being either an original Tax Invoice or other original receipt.

Standard Allowance is based on the Australian Taxation Office Determination Table1 for reasonable daily travel allowance amounts where the Employee is required to sleep away from home and is payable with no requirement to obtain or submit receipts.

Usual base is the normal CFA work location of an Employee.

3 MEALS AND INCIDENTAL EXPENSES
3.1 Receipts must be provided when claiming an amount in excess of the relevant allowance specified in the Schedule of Payments.
3.2 Where the actual cost reasonably incurred by the Employee is necessarily greater than the relevant Standard Allowance, the difference between the Standard Allowance paid and the expense incurred by the Employee will be reimbursed where the original receipt/s are provided.

3.3 A Standard Allowance to cover incidental expenses may be claimable in conjunction with an overnight stay.

3.4 Standard Allowances for overnight absences and Part Day allowances are specified in the Schedule of Payments below.

4 OVERNIGHT ABSENCES

<table>
<thead>
<tr>
<th>Overnight Absence – Sleeping Away from Home:</th>
<th>Entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td>First day of an overnight absence</td>
<td></td>
</tr>
<tr>
<td>Breakfast Lunch Dinner</td>
<td>Breakfast Lunch Dinner</td>
</tr>
<tr>
<td>Commences travel at or before 07.00</td>
<td>✓</td>
</tr>
<tr>
<td>Commences travel at or before 12.00</td>
<td>✓</td>
</tr>
<tr>
<td>Commences travel at or before 17.00</td>
<td>✓</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Intermediate day(s) of an overnight absence</th>
<th>Entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast Lunch Dinner</td>
<td>Breakfast Lunch Dinner</td>
</tr>
<tr>
<td>Absent from the usual base all day 07.00</td>
<td>✓</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Last day of an overnight absence</th>
<th>Entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast Lunch Dinner</td>
<td>Breakfast Lunch Dinner</td>
</tr>
<tr>
<td>Returns at or after 09.30</td>
<td>✓</td>
</tr>
<tr>
<td>Returns at or after 14.00</td>
<td>✓</td>
</tr>
<tr>
<td>Returns at or after 19.00</td>
<td>✓</td>
</tr>
</tbody>
</table>

Notes

Incidental expenses are claimable for each night an Employee is required to sleep away from home (an overnight absence).

To be eligible for any of the allowances the Employee must have incurred an expense for a meal allowance claimed.

5 PART DAY ABSENCES

5.1 Where an Employee is directed to work more than 24kms away from his or her usual work location, which does not necessitate sleeping away from home, and incurs an expense for each meal claimed will, in the circumstances set out below, be entitled to receive one (1) or more Part Day Absence Meal Allowance.

<table>
<thead>
<tr>
<th>Part Day Absence Meals</th>
<th>Time</th>
<th>Entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starts at or before;</td>
<td>07.00</td>
<td>Breakfast</td>
</tr>
<tr>
<td>and is unable to return before</td>
<td>09.30</td>
<td>Breakfast</td>
</tr>
</tbody>
</table>
Leaves the normal work location at or before; and is unable to return before
12.00 Lunch
14.00
Leaves the normal work location at or before; and is unable to return before
17.00 Dinner
19.00

6 ACCOMMODATION
6.1 It is expected that Employees will stay at well-appointed establishments that provide a reasonable standard of accommodation that would generally have facilities such as heating and cooling, a clock, television set, radio, tea and coffee making facilities, shower, refrigerator and an environment consistent with the Employee having reasonable and adequate rest.

6.2 Where accommodation is not directly billed to, or borne by CFA, the rates for the Standard Allowance are specified in the Schedule of Payments.

6.3 Note: CBD accommodation is not claimable and/or reimbursable when visiting CFA Headquarters, East Burwood.

7 ADVANCE ALLOWANCES
7.1 Where an Employee is required to sleep overnight away from home, he or she may opt to receive the Standard Allowance in advance prior to travel.

7.2 Claims that are reasonable and necessary and in excess of the advance may be submitted upon return, provided receipts are lodged with the claim. If an Employee returns prior to the original anticipated date and time, any advance received in respect of that period must be adjusted and repaid to CFA.

8 MISCELLANEOUS PROVISIONS
8.1 Where a period of absence on official business is extended to pursue private interests (e.g. annual leave, public holidays, weekends) all costs relating to the private interest must be kept strictly separate and are the responsibility of the Employee.

8.2 The usual or established travelling and accommodation arrangements may be altered to suit the private interest provided:

8.2.1 The proposed arrangements are cost effective;

8.2.2 Any costs of a private or recreational nature can be clearly segregated from business related costs;

8.2.3 The arrangements do not give rise to a conflict of interest situation whether real, potential or perceived; and

8.2.4 The arrangements have the prior approval of the Authorised Officer.

9 CLAIMING AND PAYMENT PROCEDURES
9.1 All claims for personal expenses, including Part Day and Standard Allowances, must be submitted to the appropriate Authorised Officer on a completed Expenses Claim Form.
9.2 All receipts and other substantiating documentation must be original. Photocopies and invoice facsimiles are not acceptable.

9.3 Receipts are not required where the Standard Allowance is claimed.

9.4 Once approved, all claim forms and receipts must be forwarded to Corporate Finance for:

9.4.1 Processing;

9.4.2 Payment (through the payroll system); and

9.4.3 Filing.

10 REVIEW OF EXPENSE RATES

10.1 Expense rates listed in the Schedule of Payments will be reviewed and updated no less than annually by the parties having regard to such indicators as:

10.1.1 Rates of reasonable accommodation and personal expenses issued by the Australian Tax Office;

10.1.2 Significant increases in recognised commercial accommodation costs; And

10.1.3 Movements in the Consumer Price Index.

11 SCHEDULE OF PAYMENTS

Accommodation, Meals and Incidental Payments

Overnight Absence:

<table>
<thead>
<tr>
<th>Expense</th>
<th>Melbourne CBD and Metropolitan Area</th>
<th>Bright, Castlemaine, Colac, Wonthaggi</th>
<th>All Other Victorian Locations</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Standard Allowance</td>
<td>Standard Allowance</td>
<td>Standard Allowance</td>
</tr>
<tr>
<td>Breakfast</td>
<td>$26.45</td>
<td>$26.45</td>
<td>$23.70</td>
</tr>
<tr>
<td>Lunch</td>
<td>$29.75</td>
<td>$29.75</td>
<td>$27.05</td>
</tr>
<tr>
<td>Dinner</td>
<td>$50.70</td>
<td>$50.70</td>
<td>$46.65</td>
</tr>
<tr>
<td>Incidental</td>
<td>$19.05</td>
<td>$19.05</td>
<td>$19.05</td>
</tr>
</tbody>
</table>

Part Day Absence:

<table>
<thead>
<tr>
<th>Expense</th>
<th>Melbourne CBD and Metropolitan Area</th>
<th>Bright, Castlemaine, Colac, Wonthaggi</th>
<th>All Other Victorian Locations</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Standard Allowance</td>
<td>Standard Allowance</td>
<td>Standard Allowance</td>
</tr>
<tr>
<td>Breakfast</td>
<td>$26.45</td>
<td>$26.45</td>
<td>$23.70</td>
</tr>
<tr>
<td>Lunch</td>
<td>$29.75</td>
<td>$29.75</td>
<td>$27.05</td>
</tr>
<tr>
<td>Dinner</td>
<td>$50.70</td>
<td>$50.70</td>
<td>$46.65</td>
</tr>
<tr>
<td>Location</td>
<td>Standard Allowance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>--------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Melbourne CBD and Metropolitan Area</td>
<td>$173.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bright</td>
<td>$152.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Castlemaine</td>
<td>$146.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Colac</td>
<td>$138.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wonthaggi</td>
<td>$138.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ararat, Bairnsdale, Ballarat, Benalla, Bendigo, Echuca, Geelong, Hamilton, Horsham, Mildura, Portland, Sale, Seymour, Shepparton, Swan Hill, Wangaratta, Warrnambool</td>
<td>$132.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Victorian Country Centres</td>
<td>$110.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SCHEDULE 3 – PTA LEVEL DEFINITIONS AND DESCRIPTORS

1 LEVEL 1 DESCRIPTORS

1.1 Level Definition

- Technical, clerical or administrative support roles requiring supervision and instruction.

1.2 Work Requirements

- This level is usually the commencement point for new Employees in the administrative, technical and general service fields and is the entry level for CFA trainees and apprentices.
- Following initial induction and on the job training, incumbents at this level would be expected to be capable of operating relevant equipment and performing tasks without regular reference to a supervisor.
- Work is typically of a routine and/or straightforward nature, requiring initial on the job training and instruction in equipment and work procedures.
- Instructions, standard processes and procedures are in place to define the majority of work at this level.
- Positions work under direct supervision, or may involve the performance of tasks not under direct supervision, where the nature of the task is automatic.
- Assistance is readily available if problems arise.
- Positions are required to provide standard information in response to internal and external customer enquiries.

2 LEVEL 2 DESCRIPTORS

2.1 Level Definition

- Technical and administrative support roles requiring operational knowledge, capability and independence.
- Customer service and liaison is a feature of work at this level.

2.2 Work Requirements

- Positions at this level may require coordination and implementation of small projects where the project and process requirements are defined.
- Positions require the ability to prioritise multiple tasks and activities within agreed expectations.
- Work is undertaken independently within the requirements of guidelines, parameters, standards and expectations.
- Positions at this level typically involve defined processes and activities.
- Supervision, guidance and support are readily available, and incumbents are expected to escalate issues outside agreed parameters.
- Problems can usually be solved by reference to procedures, well documented methods and instructions.
- Straightforward communication requirements (information exchange and customer service) with a diverse range of internal and external stakeholders are typically a feature of positions at this level.
- Positions at this level typically require the ability to locate information and record, report or convey it accurately in the required manner.
3 LEVEL 3 DESCRIPTORS

3.1 Level Definition

- Specialist operational, technical and administrative roles requiring knowledge, experience and proficiency in a particular area.

3.2 Work Requirements

- Positions at this level may have local ownership of and accountability for implementation of a defined process or project, requiring the application of specialised knowledge.
- Positions at this level may have ongoing responsibility for the facilitation and coordination of projects or events.
- Work at this level is usually performed under limited supervision and may require the interpretation and application of rules, guidelines, instructions and/or procedures.
- Positions at this level are expected to act independently within the requirements of their role and to make informed decisions as to when an issue or problem may have broader impact and requires escalation.
- Problem solving at this level requires judgment and the ability to apply relevant knowledge to the resolution of straightforward problems arising outside of standard operating parameters.
- Positions at this level would be required to develop and maintain working relationships with internal and external stakeholders and clients of CFA.
- Positions at this level may supervise others, including the allocation of work and the deployment of resources.

4 LEVEL 4 DESCRIPTORS

4.1 Level Definition

- Supervisory positions where extensive professional, technical or administrative knowledge, experience, skills and training is required.
- Roles coordinating and supervising implementation of elements of a plan or program.
- Technical/professional roles with specialist knowledge and experience.

4.2 Work Requirements

- Positions at this level work under general direction and there is scope for exercising initiative in the application of established work practices and procedures.
- Subject matter experts make decisions and/or recommendations based on their professional knowledge and provide authoritative advice that may be relied upon in the field.
- Administrative positions at this level would require the ability to interpret legislation, regulations and other guideline materials.
- Problems faced may be complex, yet solutions can generally be found in documented precedents, rules, guidelines, procedures or instructions, though these will require interpretation and the application of judgment.
- Functional or professional oversight is provided or available as required.
- Positions may prepare high level written advice and reports requiring research, a well constructed argument, and recommendations.
- Positions with supervisory responsibilities will undertake complex operational work and may assist with or review the work undertaken by team members.
• Supervisory positions will be responsible for coordinating resources to achieve agreed outcomes.

5 LEVEL 5 DESCRIPTORS

5.1 Level Definition

• Experienced, specialist professionals providing authoritative advice within a defined strategic context.
• Managers accountable for the local management and implementation of a function, program or project.

5.2 Work Requirements

• Positions at this level would be fully accountable for all aspects of projects, programs or functions managed, services delivered and outcomes achieved.
• Position accountabilities at this level may reflect implementation of broader strategic objectives of the organisation.
• Positions at this level would begin to demonstrate leadership and influence across the organisation within their area of accountability or expertise.
• Positions at this level require a well developed knowledge and understanding of professional principles, techniques and methods and their application to complex issues and problem management.
• Positions at this level independently manage staff and activities, with the planning and monitoring of work programs a key requirement.
• Positions will build partnerships with relevant internal and external stakeholders that will directly support the delivery of required position outcomes.
• Positions may provide high level research, analysis and assessment that informs program and planning development being undertaken by the Division/organisation.

6 LEVEL 6 DESCRIPTORS

6.1 Level Definition

• Senior Advisers providing authoritative expertise, professional, technical or project leadership, requiring significant professional expertise and extensive experience.
• Functional Managers accountable for service delivery, professional and functional outputs and outcomes, with business impact.

6.2 Work Requirements

• Managers at this level have significant resource management responsibilities and would be required to develop and deliver services within budget to meet organisational and community needs.
• Positions at this level would be a member of the management team and would contribute with authority to strategic planning and development.
• Positions at this level have a breadth of knowledge, understanding, involvement and strategic influence across the business.
• Specialist professionals and/or managers are involved in the planning, direction, leadership and control of a function or professional service.
• Senior advisers at this level would provide professional leadership, oversight and direction to other experienced professionals.
• Advice provided in the area of expertise would be regarded as authoritative and positions would represent the organisation in their field of expertise.
• Positions would be required to monitor developments in their field of expertise and advise on strategic and operational implications.
• Positions would be responsible for the development of policy and standards in their field of expertise or functional management.
• Positions would develop and manage alliances and partnerships with key stakeholders on behalf of the organisation, requiring professional credibility and a strong knowledge of business priorities.

7 LEVEL 7 DESCRIPTORS

7.1 Level Definition

• Senior Managers leading functional units or departments, with organisational and strategic scope, influence and impact.
• Specialist advisers providing expert advice on complex organisational issues.

7.2 Work Requirements

• Positions at this level require strong management and leadership skills and abilities necessary to undertake the allocation and management of significant resources, and to contribute to the development of policy initiatives or corporate strategies.
• Positions provide leadership and influence across the whole organization, demonstrating conceptual and strategic thinking beyond their area of accountability.
• Positions require well developed conceptual, analytical and interpersonal skills with the ability to effectively represent and preserve the interests of CFA.
• Advice would be regarded as authoritative across the organisation in that discipline or business activity and therefore influential in setting organisational direction.
• Positions provide advice at the most senior level, which takes account of organisation wide strategic and functional impact or regarding issues with high risk/impact for the organisation.
SCHEDULE 4 – ENTRY POINTS AND PROGRESSION FOR ENGINEERS AND SCIENTIST

1.1 In recognition of the salary and classification structure under Schedule 1 of this Workplace Agreement the minimum entry point for a graduate professional engineer/scientist shall be no less than Level 3 Paypoint 5 and shall progress, subject to satisfactory performance, on the following basis:

<table>
<thead>
<tr>
<th>Point</th>
<th>Paypoint</th>
</tr>
</thead>
<tbody>
<tr>
<td>Graduate entry point</td>
<td>Level 3 Paypoint 5</td>
</tr>
<tr>
<td>After 1st year</td>
<td>Level 3 Paypoint 6</td>
</tr>
<tr>
<td>After 2nd year</td>
<td>Level 3 Paypoint 7</td>
</tr>
<tr>
<td>After 3rd year</td>
<td>Level 3 Paypoint 8</td>
</tr>
<tr>
<td>After 4th year</td>
<td>Level 3 Paypoint 9</td>
</tr>
</tbody>
</table>

1.2 In recognition of the salary and classification structure under Schedule 1 of this Agreement the minimum entry point for an ‘experienced professional engineer/scientist’ shall be no less than Level 4 Paypoint 1.

1.3 Definitions of Professional Engineers and Scientists

1.3.1 **Professional engineering duties** shall mean duties carried out by a person in any particular employment the adequate discharge of any portion of which duties requires qualifications of the Employee as (or at least equal to those of) a Graduate member of The Institution of Engineers, Australia.

1.3.2 **Professional Engineer** shall mean an adult person qualified to carry out professional engineering duties as above defined. The term ‘professional engineer’ shall embrace and include ‘graduate engineer’ and ‘experienced engineer’ ‘as hereinafter defined.

1.3.3 **Graduate Engineer** shall mean a professional engineer other than an ‘experienced engineer’ as hereinafter defined, that is, it shall mean a person who is or is qualified to become a graduate member of The Institute of Engineers, Australia.

1.3.4 **Experienced Engineer** shall mean a professional engineer with the undermentioned qualifications in any particular employment the adequate discharge of any portion of the duties of which employment requires qualifications of the Employee as (or at least equal to those of) a Member of The Institution of Engineers, Australia. The aforementioned qualifications are as follows:

1.3.4.1 That he/she is a Member of the said Institution; or

1.3.4.2 That he/she, having graduated in a four or a five year course at the University recognised by the said Institution, has had four years experience on professional engineering duties since becoming a qualified engineer; or

1.3.4.3 That he/she, not having so graduated, has had five years such experience.
1.3.5 **Professional Scientific duties** shall mean duties carried out by a person in any particular employment the adequate discharge of any portion of which duties requires academic qualifications of the Employee as specified in clause 69.4 the Academic Schedule hereto.

1.3.6 **Professional Scientist** shall mean an adult person qualified to carry out professional scientific duties as above defined. The term 'professional scientist' shall embrace and include ‘graduate scientist’ and experienced scientist’ as hereinafter defined.

1.3.7 **Graduate Scientist** shall mean a professional scientist other than an ‘experienced scientist’ as hereinafter defined, that is, it shall mean a person possessing academic qualifications as specified in Schedule 4.

1.3.8 **Experienced Scientist** shall mean a professional scientist possessing the following qualifications and engaged in any particular employment the adequate discharge of any portion of the duties of which employment requires the possession of such qualifications.

1.4 The aforesaid qualifications are:

1.4.1 That he/she holds the relevant academic qualifications specified in the Academic Schedule set out below; or

1.4.2 That he/she shall have had further experience on professional scientific duties, after obtaining his/her degree or diploma, as under:

   1.4.2.1 When a Graduate (4 or 5 year course) – 4 years experience;
   
   1.4.2.2 When a Graduate / Diplomate (3 years course) - 5 years experience;
   
   1.4.2.3 Provided that a diplomate who commences his/her sixth year of experience during the calendar year 1977 shall not be deemed qualified for the classification of experienced scientist until he/she has gained a further six months experience.

1.4.3 Academic qualifications acceptable to the Royal Australian Chemical Institute for admission to the grade of corporate membership.

1.4.4 Academic qualifications acceptable to The Australian Institute of Physics for admission to the grades of Graduate membership or corporate membership.

1.4.5 Academic qualifications in metallurgy, metallurgical engineering or technology acceptable to either The Australian Institute of Mining and Metallurgy for admission to the grade of Junior or Corporate membership, or the Institute of Metallurgists (London) for admission to the grades of Graduate, Licentiate or Corporate membership.

1.4.6 Academic qualifications acceptable to The Australian Institute of
Agricultural Science for admission to the grade of corporate membership.

1.4.7 Academic qualifications acceptable to The Australian Institute of Food Science and Technology for admission to the grades of Graduate or Corporate membership.

1.4.8 Degree in science of an Australian, New Zealand or United Kingdom university or from an Australian tertiary educational institution.

1.4.9 Experienced scientists must possess academic qualifications acceptable to one of the following:

1.4.9.1 The Royal Australian Chemical Institute for admission to the grade of Associate member.
1.4.9.2 The Australian Institute of Physics for admission to the grade of Member.
1.4.9.3 The Australasian Institute of Mining and Metallurgy for admission to the grade of Associate member.
1.4.9.4 The Australian Institute of Food Science and Technology for admission to the grade of Associate member.

1.5 **Dispute Resolution**

In the event of a dispute arising out of or connection with the provisions of this Schedule CFA and APESMA commit themselves to the dispute settlement provisions of clause 14.
SIGNATORIES

SIGNED on behalf and with the authority of CFA by:

Signature of the Authorised Person: 
Name in Full: 
Address: 
Explanation of Authority: 

In the presence of this Witness:

Signature of Witness: 
Name in Full: 
Address: 

On this date: 

SIGNED on and on behalf of the Employees by:

Signature of the Authorised Person: 
Name in Full: 
Address: 
Explanation of Authority: 

In the presence of this Witness:

Signature of Witness: 
Name in Full: 
Address: 

On this date: 

FRANCES MARIE O'NEIL
8 LAKESIDE DRIVE EAST BURWOOD 3151
CHIEF EXECUTIVE CFA

GREGORY J. MEREDITH
8 LAKESIDE DRIVE EAST BURWOOD

LUKE DAVID HEAGERTY
8 LAKESIDE DRIVE, BURWOOD EAST
INDEPENDENT BARGAINING REPRESENTATIVE

GREGORY (JOHN) MEREDITH
8 LAKESIDE DRIVE EAST BURWOOD

12/4/17
6/4/17
SIGNED on behalf of and with the authority of the United Firefighters’ Union of Australia by:

<table>
<thead>
<tr>
<th>Signature of the Authorised Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name in Full:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Explanation of Authority:</td>
</tr>
</tbody>
</table>

In the presence of this Witness:

<table>
<thead>
<tr>
<th>Signature of Witness:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name in Full:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
</tbody>
</table>

On this date:

7 April 2017

SIGNED on behalf of and with the authority of the Australian Services Union:

<table>
<thead>
<tr>
<th>Signature of the Authorised Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name in Full:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Explanation of Authority:</td>
</tr>
</tbody>
</table>

In the presence of this Witness:

<table>
<thead>
<tr>
<th>Signature of Witness:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name in Full:</td>
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<td>Address:</td>
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</table>

On this date:

4/4/2017
SIGNED on behalf of and with the authority of the Professionals Australia by:

Signature of the Authorised Person: 
Name in Full: 
Address: 
Explanation of Authority: 

In the presence of this Witness:

Signature of Witness: 
Name in Full: 
Address: 

On this date:

SIGNED on and on behalf of the Employees by:

Signature of the Authorised Person: 
Name in Full: 
Address: 
Explanation of Authority: 

In the presence of this Witness:

Signature of Witness: 
Name in Full: 
Address: 

On this date:
IN THE FAIR WORK COMMISSION

FWC Matter No: AG2017/1288


UNDERTAKING

Pursuant to section 190 of the Fair Work Act 2009 (Cth) and regulation 2.07 of the Fair Work Regulations 2009 (Cth), Country Fire Authority (CFA) hereby gives the following written undertaking in respect of the Country Fire Authority Professional, Technical and Administrative Agreement 2016 (Agreement).

1. The effect of this undertaking will not cause financial detriment to any employee covered by the Agreement or result in substantial changes to the Agreement.

Schedule 1 - Rates of pay

Legal Stream - Legal officers

2. CFA does not currently employ any legal officers in the Legal Stream who would be classified below Level 4, Paypoint of the Agreement. For any new employees, the minimum entry point for a legal officer in the Legal Stream is Level 4, Paypoint 1.

3. CFA undertakes that all legal officers in the Legal Stream (whether employed before or after the commencement of the Agreement) will receive at least the rates of pay under the Agreement for classification Level 4, Paypoint 1.

Engineering Stream - Engineers

4. CFA does not currently employ any engineers in the Engineering Stream who would be classified below Level 4, Paypoint of the Proposed PTA Agreement. For any new employees, the minimum entry point for an engineer in the Engineering Stream under the Proposed PTA Agreement is Level 3, Paypoint 5.

5. CFA undertakes that all engineers in the Engineering Stream (whether employed before or after the commencement of the Agreement) will receive at least the rates of pay under the Agreement for classification Level 3, Paypoint 5.

Professional Stream - Information technology officers

6. CFA does not currently employ any information technology officers (ITOs) in the Professional Stream who would be classified below Level 4 under the Proposed PTA Agreement. For any new employees, the minimum entry point for an ITO in the Professional Stream under the Proposed PTA Agreement is Level 3, Paypoint 5.

7. CFA undertakes that all ITOs in the Professional Stream (whether employed before or after the commencement of the Agreement) will receive at least the rates of pay under the Agreement for classification Level 3, Paypoint 5.
Technical Officers

8. CFA does not currently employ any technical officers (TOs) in the Technical Stream who would be classified below Level 4 under the Proposed PTA Agreement. For any new employees, the minimum entry point for a TO in the Technical Stream under the Proposed PTA Agreement is Level 4, Paypoint 1.

9. CFA undertakes that all TOs in the Technical Stream (whether employed before or after the commencement of the Agreement) will receive at least the rates of pay under the Agreement for classification Level 4, Paypoint 1.

Clause 26.4.3 - Time off in lieu

10. Clause 26.4.1 of the Proposed PTA Agreement provides that accrual of time off in lieu of overtime worked (TOIL - Overtime) is to be managed by employees and their manager to ensure that TOIL - Overtime is taken, where possible and practicable, within 28 days of accrual.

11. Consistent with its current practice, CFA undertakes that employees to be covered by the Agreement will be able to request that their accrued, but untaken, TOIL - Overtime entitlements are paid out. Where an employee makes such a request, CFA undertakes that the accrued TOIL - Overtime will be paid out at the overtime rate of pay provided by clause 26.2.4 of the Agreement.

12. Consistent with its current practice, CFA undertakes that employees to be covered by the Agreement will receive payment for any accrued, but untaken, TOIL - Overtime entitlements at the time of termination of employment. Where an employee is entitled to receive payment for any accrued, but untaken, TOIL - Overtime entitlements on termination, it will be paid out at the overtime rate of pay provided by clause 26.2.4 of the Agreement.

Directed annual leave

13. CFA undertakes that any direction issued to employees to participate in a leave reduction plan pursuant to clause 46.6.1 of the Agreement will be consistent with clause 24.7 of the State Government Agencies Award 2010 (Award). Specifically, CFA undertakes that:

(a) it will genuinely try to reach agreement with an employee who has accrued more than eight weeks' paid annual leave regarding the reduction or elimination of the excessive leave accrual;

(b) where, having genuinely tried to reach agreement with the employee in accordance with subparagraph (a) above, agreement has not been reached, CFA may issue a written direction to the employee to take one or more periods of paid annual leave;

(c) any direction issued in accordance with subparagraph (b) above will:

(i) have no effect if it would result in the employee's remaining accrued entitlement to paid annual leave being less than six weeks, when any other paid annual leave arrangements are taken into account;

(ii) not require the employee to take any period of paid annual leave of less than one week;
(iii) not require the employee to take a period of paid annual leave beginning less than eight weeks, or more than 12 months, after the direction is given; and

(iv) must not be inconsistent with any leave arrangement agreed between CFA and the employee.

Reduction in entitlements

Annual leave loading

14. Pursuant to clause 46.3 of the Agreement, employees are not entitled to receive annual leave loading. The value of a 17.5% annual leave loading has been absorbed into the pay scales set out at schedule 1 of the Agreement.

15. CFA undertakes that if in any employee would be entitled to higher earnings under the Award than under the Agreement because of the operation of sub-clause 24.2 of the Award, insofar as it provides for the payment of a loading of 17.5% ordinary rates (excluding overtime and allowances) in addition to the ordinary rates as prescribed in clause 14 of the Award for a period of annual leave, then CFA will pay to the employee earnings of at least as much as they would be entitled to under the Award.

16. CFA undertakes to ensure compliance with paragraph 15 of this Undertaking by performing an audit for any employees who may potentially be entitled to higher earnings under the Award than under the Proposed PTA Agreement at the time any such employee takes annual leave.

Averaging of ordinary hours over four weeks

17. If an employee who works more than 38 hours per week:

(a) would be entitled to earnings under the Award (due to the operation of clauses 21.1 and 23.1 of the Award, which provide for the payment of overtime where an employee is required to work more than 38 hours per week); and

(b) such earnings are greater than the earnings the employee would be entitled to receive under the Agreement (which provides for the payment of overtime where an employee is required to work in excess of 38 hours per week, averaged over four weeks (at clauses 24.1 and 26.1.2.1 and 26.2.1));

then CFA undertakes to pay to the employee earnings of at least as much as they would be entitled to receive under the Award.

18. CFA undertakes to ensure compliance with paragraph 17 of this Undertaking by conducting an audit every four weeks of employees who may be at risk of a shortfall in earnings who have worked more than 38 hours, up to and including 44 hours per week, and who have not been paid overtime or received time off in lieu of overtime (on the basis of accrual of overtime penalty rates rather than on the basis of hours worked).
Payment of overtime

19. If an employee who works more than 38 hours per week:

(a) would be entitled to higher earnings under the Award (due to the operation of clauses 21.1 and 23.1 of the Award, which provide for the payment of overtime where an employee is required to work more than 38 hours per week); and

(b) such earnings are greater than the earnings the employee would be entitled to receive under the Agreement (which provides for the payment of overtime where an employee is required to work more than 44 hours in any single week, or more than 38 hours per week averaged over four weeks (at clauses 24.1; 26.1.2.1; 26.1.2.2 and 26.2.1));

then CFA undertakes to pay to the employee earnings of at least as much as they would be entitled to under the Award.

20. CFA undertakes to ensure compliance with paragraph 19 of this Undertaking by conducting an audit every four weeks of employees who may be at risk of a shortfall in earnings who have worked more than 38 hours, up to and including 44 hours per week, and who have not been paid overtime or received time off in lieu of overtime (on the basis of overtime payment hours, rather than on the basis of hours worked).

Expanded ordinary hours

21. The daily rate of pay for employees regularly and consistently working the maximum extended ordinary hours (to 8.00pm under clause 24.1 of the Agreement (to 7.00pm for incident management employees under clause 28.9.1 of the Agreement)) in the following classifications is less than the daily rate of pay which these employees would receive if working in the corresponding classification until 8.00pm under the Award (which would provide them with an entitlement to 1.5 hours' overtime):

(a) legal officer - Level 4, Paypoints 1, 2, 3, 4 and 5;
(b) engineer - Level 3, Paypoints 5 and 6;
(c) ITOs - Level 3, Paypoints 5, 6 and 7; and
(d) tech assistant - Level 1, Paypoints 1, 2 and 3.

22. Employees in these classifications are generally only rostered to work extended ordinary hours infrequently (e.g. an average of once every few months), and it is not routine for employees in these classifications to work extended ordinary hours.

23. CFA submits that the higher base rate of pay employees in these classifications will receive under the Proposed PTA Agreement is more than sufficient to account for the sporadic occasions when employees may work extended ordinary hours without receiving overtime or TOIL - Overtime.
24. CFA undertakes to perform an audit every four weeks of employees engaged in these classifications and employees engaged in any classification which receive rates of pay under schedule 1 of the Agreement which are not more than 11.45% higher than the base rate of pay for the corresponding classifications under the Award to ensure that they have not regularly performed extended ordinary hours (with the consequence that they have been underpaid in comparison to what they would have received under the Award) and to rectify any shortfall.

On behalf of **Country Fire Authority**

[Signature]

Signed by Frances Diver  
Chief Executive Officer  
22 June 2017
Schedule 2.2 Model flexibility term
(regulation 2.08)

Model flexibility term

(1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
   (a) the agreement deals with 1 or more of the following matters:
       (i) arrangements about when work is performed;
       (ii) overtime rates;
       (iii) penalty rates;
       (iv) allowances;
       (v) leave loading; and
   (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
   (c) the arrangement is genuinely agreed to by the employer and employee.

(2) The employer must ensure that the terms of the individual flexibility arrangement:
   (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
   (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
   (c) result in the employee being better off overall than the employee would be if no arrangement was made.

(3) The employer must ensure that the individual flexibility arrangement:
   (a) is in writing; and
   (b) includes the name of the employer and employee; and
   (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
   (d) includes details of:
       (i) the terms of the enterprise agreement that will be varied by the arrangement; and
       (ii) how the arrangement will vary the effect of the terms; and
       (iii) 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
   (e) states the day on which the arrangement commences.

(4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

(5) The employer or employee may terminate the individual flexibility arrangement:
   (a) by giving no more than 28 days written notice to the other party to the arrangement; or
   (b) if the employer and employee agree in writing — at any time.