



QFRS DEMANDS FOR ENTERPRISE BARGAINING 2012

All QFRS demands are interrelated and any wage increases are strictly conditional upon all of their demands being conceded in full.

Your union is still negotiating, so remember these QFRS demands have not been agreed and there is currently no agreed package of wages and conditions for you to consider.

Your union is pushing to get QFRS to modify their demands and come up with a fair package for members to consider.

Member action, political lobbying and our media profile are all contributing to our negotiating strength in the face of the government's austerity measures and QFRS sweeping demands.

Summary of QFRS Demands

QFRS demands are all interrelated and any wage adjustments are strictly conditional on our conceding to a range of demands. There is currently no agreed package.

UFUQ Claims

UFUQ has raised a range of claims on behalf of all members covered by the firefighting and communications centres awards.

QFRS have not agreed to most of our claims. Your union is still pushing those claims and trying to negotiate a decent package.

This document only summarises QFRS claims and does not cover the issues raised by your union.

This summary is prepared by the United Firefighters' Union of Australia, Union of Employees, Queensland. This information is current as at September 2012. Progress in negotiations could alter the situation.

Wage proposal:

QFRS propose that an overall wage increase of “up to 2.7%” per year be incorporated into new wage rates.

Firefighters and station officers would be required to work under an aggregated wage system where an overall additional percentage loading is paid on top of their base wage. This additional loading would be paid instead of penalty rates, public holiday pay, travel, meals, and 5 overtime shifts per year.

QFRS wage proposal is conditional upon employees conceding all other QFRS’ demands. The overall wage adjustments would be included in a package, only if firefighters agreed to an aggregate wage, casual employment, and agreement stripping.

QFRS claim their wage proposals would be funded by cost savings such as a reduction in the overtime bill, simplification of payroll administration, aggregate wages including the working of 5 overtime shifts at 150% instead of 200% and reduction of sick leave etc.

Summary of Wage proposal

QFRS wage proposal is “up to 2.7%” depending upon cost savings being delivered to government and a range of demands being conceded.

Aggregate wage:

QFRS demand that the aggregate wage be applied to operational firefighters and station officers only. They have not claimed the aggregate wage for senior officers, BAOs, recruits, temporaries or communication officers.

The QFRS claim is summarised below with approximate percentages:

A fortnightly wage based upon:

- Current base rate (increased by 1.622% wage rise)
- Weekends and night shift penalties (27.88%)
- 38 hour week allowance (6.73%)
- [The above components would comprise the 'rolled up rate' which would form part of the total aggregate wage.]

Plus:

- 2.5% 'flexibility allowance' (to forever buy out all future claims for allowances and new work practices).
- Public holiday payment of 5.5% which buys out penalties for worked performed on public holidays as part of ordinary roster.
- Travel allowance of \$9.25 per fortnight which buys out all travel claims for anyone receiving the aggregate wage.
- Meal allowance of \$1.65 per fortnight which buys out all meal claims for anyone receiving the aggregate wage.
- 5 X 12 hour overtime shifts paid at 150%. The current payment for overtime is 200% per shift. This overtime pay reduction is proposed by QFRS as a cost saving to help fund overall pay increases.

QFRS claim is for everyone to get paid this amount whether they work the 5 shifts or not. The QFRS claim is that employees will "owe" 5 shifts as they have been pre-paid.

5 overtime shifts will not be paid if they are worked as they would have been paid in advance and averaged out into the annual salary. Overtime will be paid at 200% only after 5 shifts have been worked.

(The reduction of pay for 5 overtime shifts can amount to an approximate 1.4% pay decrease).

The claims suggested by QFRS would be rolled into a percentage loading applied to the base rate. The percentage loading would depend upon the items agreed for inclusion but if all QFRS demands were met, the total percentage would be approximately 48% on top of the base rate, (in exchange for the range of payments set out above, the indefinite buy out of all future allowance claims and agreement to all other QFRS demands).

QFRS would not pay the government 12.75% superannuation on the total aggregate wage. They propose that they pay either 12.75% of the “rolled up” component or 9% of ordinary time earnings whichever is greater. This is similar to what occurs now; in short it means that QFRS are not proposing to increase superannuation benefits with an aggregate wage.

Overtime penalties would continue to be calculated on the base rate. Sick leave would not be paid at the aggregate rate and would be calculated in the same way as it is now.

Annual leave, Long Service Leave, and WorkCover payments would be paid at the aggregate wage.

QFRS have suggested that if their aggregate wage demand was implemented but did not work to their satisfaction and did not bring about cost savings they may have to reserve their right to abolish the arrangement.

Summary of Aggregate wage

QFRS have demanded that Firefighters and Station Officers move onto an aggregate wage. The aggregate wage would be paid in the form of a loading paid on top of the base rate. If all items claimed by QFRS were included in an aggregated rate the total loading on the base would be around 48%.

The aggregated rate would include and be paid instead of:

- shift, weekend and overtime penalties
- 38 hour week allowance
- Travel and mileage claims
- Meal payments

The aggregated rate would also include:

- The base rate.
- A 2.5% “flexibility allowance” to forever buy out any future claims for allowances and changes to work.
- An amount to prepay 5 x 12 hour overtime shifts at 150% per shift.

QFRS have proposed that an aggregate rate would not be paid on sick leave, overtime or superannuation.

FAQ: *What would my new wage rate be in a new agreement?*

Answer: *There is no agreement about new wage rates yet.*

Flexibility allowance:

QFRS proposal to pay a 2.5% flexibility allowance to shift workers does not mean the existing arrangements for the “flexibility allowance” would simply be carried over. The payment would in effect be the same amount but payable for different reasons. In effect it’s not the same thing.

QFRS have demanded that the payment be in exchange for the final resolution of all present and future claims for allowances for new work or changed work practices, effectively forever buying out such future claims.

This component, as is the case for all wage adjustment proposals, would be funded by other cost savings including the reduction in overtime pay on 5 overtime shifts.

Summary of the flexibility allowance

QFRS have proposed a 2.5% payment be rolled into an aggregate wage to forever buy out any future claims for payments for new or changing work. The payment would be funded by cost savings in the overall package.

FAQ: *Would everyone be paid the existing flexibility allowance under a QFRS proposal?*

Answer: *No. QFRS have demanded that we agree to abandon forever any right to claim new allowances for work changes. In exchange they propose including a 2.5% allowance in an aggregate wage which would only be paid to firefighters and station officers on shift. The allowance would be included in the pay rates and designed for a different purpose than the existing flexibility allowance.*

5 Overtime shifts:

QFRS have demanded that an aggregate wage be conceded which would include a reduced payment for 5 x 12 hour shifts. An amount of money representing 5 x 12 hours shifts paid at time and a half (150%), instead of double time (200%), would be added to an annual salary and then averaged out into a fortnightly payment.

For example:

5 x 12 hour overtime shifts @ 150% = Fortnightly amount
26 fortnights

[A Senior Firefighter with a 1.622% base pay increase would be paid approximately an additional \$96 per fortnight (non-superannuable)].

In exchange for this payment, firefighters would “owe” QFRS 5 x 12 hour shifts. When the shifts are worked, there would be no additional payment. After the 5 shifts have been worked any further overtime shifts would be paid at normal overtime rates (double time or 200%).

As we have not agreed to this QFRS demand, there is no detail as to how it would work in practice. QFRS have suggested that if firefighters did not work the 5 shifts “owed” they may be subject to disciplinary action or some form of overpayment recovery. There is potential for the additional shifts to be rostered.

5 overtime shifts-Summary

QFRS have demanded that 5 pre-paid overtime shifts be included into an aggregate wage.

5 x 12 hour shifts would be paid at time and a half instead of double time.

Firefighters would “owe” 5 shifts and would not be paid for overtime shifts until the 5 were “paid back”.

Once 5 overtime shifts have been worked, any additional overtime shifts would be paid at double time.

FAQ : ***What happens if we refuse to work 5 overtime shifts?***

Answer: ***Disciplinary procedures or wages overpayment may apply. 5 shifts may end up being rostered.***

Meals:

QFRS are demanding that an amount to “buy out” meal claims be included in an aggregate wage.

QFRS propose an amount of approximately \$1.65 every fortnight be paid instead of officers claiming meal payments.

The QFRS proposal is based upon the dollars claimed and paid in the 2010-2011 financial year across the service divided up and shared out amongst employees.

For example:

$$\frac{\text{Total payroll meal allowance paid}}{\text{Number of staff receiving aggregate wage}} = \text{Annual meal allowance \$ rate.}$$
$$\frac{\text{Meal Allowance \$ rate}}{26 \text{ fortnights}} = \text{Fortnightly meal rate}$$

[In the year 2010-11 QFRS paid out approximately \$78K in meal allowances, so under their proposal a similar amount would be divided equally between approximately 1950 firefighters and paid each fortnight]

Summary of Meals

QFRS propose that an amount of approximately \$1.65 per fortnight be included in an aggregate wage.

Meal allowances would then no longer be able to be paid or claimed. (this would not apply to deployment).

Travel and mileage:

QFRS are demanding that an amount to “buy out” travel claims be included in an aggregate wage.

QFRS propose that an amount of approximately \$9.25 every fortnight be paid instead of officers claiming mileage and travel payments.

The QFRS proposal is based upon the dollars claimed and paid in the 2010-2011 financial year across the service divided up and shared out amongst employees.

For example:

Total payroll travel allowance paid = **Annual travel allowance \$ rate.**
Number of staff receiving aggregate wage

Travel Allowance \$ rate = **Fortnightly travel rate**
26 fortnights

[In the year 2010-11 QFRS paid out approximately \$437K in travel allowances, so under their proposal a similar amount would be divided equally between approximately 1950 firefighters and paid each fortnight]

The QFRS demand to alter travel entitlements would impact very differently on people. Everyone would get the same compensation for mileage and travel no matter how much travel they did.

There is a risk that this demand, when combined with other QFRS claims such as abolition of “consultation”, “employee refusal” options and the introduction of “total managerial prerogative” in rostering decisions, could result in firefighters being directed to travel all over the place without adequate compensation.

Summary of Travel allowance

QFRS propose that an amount of approximately \$9.25 per fortnight be included in an aggregate wage.

Travel allowances would then no longer be able to be paid or claimed. (this would not apply to deployment).

Public holiday penalties:

QFRS are demanding that an amount to “buy out” public holiday penalties be included in an aggregate wage.

QFRS propose that approximately 5.5% be paid instead of officers claiming extra payments for rostered public holidays.

The payment would only represent ordinary work on public holidays and not extra ordinary hours.

The QFRS proposal is based upon the dollars paid in the 2010-2011 financial year across the service divided up and shared out amongst employees.

For example:

$$\frac{\text{Total public holiday penalties paid}}{\text{Total base salary paid}} = \text{Public holiday \% rate.}$$

[In the 2010-2011 financial year QFRS paid approximately \$6 million in public holiday payments as compared with an approximate base salary cost of \$110 million. This suggests that public holiday penalties equate to about 5.5% of the base salary cost. QFRS propose that this amount is simply paid to everyone as part of an aggregate rate].

Summary of Public holiday penalties

QFRS propose that an amount of 5.5% be included in an aggregate wage in lieu of public holiday penalties.

Officers would then not be paid additional pay for working ordinary hours on a public holiday.

Rescue technicians:

QFRS and UFUQ have agreed in principle that additional remuneration for firefighters and station officers trained in advanced rescue competencies should be included as part of the finally agreed package.

No final agreement has been reached as to the extent of the recognition.

Summary of Technical Rescue

QFRS and UFU are negotiating around additional remuneration to acknowledge technical rescue skills.

Flexible work practices:

Summary of flexible work practices

QFRS have demanded that a new agreement include the following provision:

“The Queensland Fire and Rescue Service will adopt more flexible work practices by utilising part time, temporary, and job share arrangements within its organisation as well as the introduction of casual arrangements providing the QFRS with the opportunity to utilise casual employment for two hour minimum engagements.”

Overtime payments and casuals:

QFRS have identified the overtime bill as an area where cost saving should be made. The government is demanding that cost savings are achieved through enterprise bargaining so as to fund new certified agreements.

QFRS are demanding that a casual segment of the workforce be introduced across the state to fill gaps in rosters so that overtime will be reduced.

QFRS have demanded that casuals be introduced across all ranks and classifications with a minimum call and payment of 2 hours.

The pay increases and implementation of a new certified agreement is conditional upon this demand being conceded.

QFRS wants to introduce this change in the next certified agreement and have unilateral managerial prerogative and no consultation about the issue afterwards.

Summary of Casual Employment

QFRS have identified the overtime bill as an area for cost savings to fund a new certified agreement.

QFRS are demanding the introduction of casual employees throughout the workforce.

Casuals would then be used wherever and whenever QFRS chose including to fill roster gaps.

FAQ: ***When and where do QFRS want to use casuals?***

Answer: ***Anywhere at any time at QFRS discretion.***

Redeployment:

Due to complicated pays when personnel are sent on special redeployment to disasters QFRS are claiming for usual award and agreement provisions, including rosters, to be suspended.

QFRS propose that every officer be paid a flat 14 hours single time per day whether they work those hours or not. Overtime penalties would not be paid.

Aims and Objectives of the Agreement:

The current attitude of QFRS to the negotiations and the future of industrial relations is obvious from their new position in relation to the objectives of the agreement.

Where the current agreement states:

“This Agreement reflects the commitment of the Queensland Fire and Rescue Service, its employees and union parties to a viable, productive and community service focused Queensland Fire and Rescue Service”.

“In working co-operatively to this goal the parties acknowledge the critical role the Queensland Fire and Rescue Service plays in providing community services.”

The QFRS have demanded that the co-operative approach be deleted in a replacement agreement.

For example, their proposed *“Objectives”* of a new agreement are not shared or co-operative objectives. They are simply the one way aims of QFRS and just like their demanded changes to the grievance procedure they pointedly exclude co-operation.

For instance QFRS have demanded that the Objectives of a new agreement be spelled out as:

“A number of core objectives have been developed by the Queensland Fire and Rescue Service that reflect its strategic direction for the next three years”.

This one way common theme is throughout all QFRS demands and the negotiations.

Abolition of “consultation” and restoration of “managerial prerogative”:

These are broad demands made by QFRS. In summary these claims mean that QFRS want to be free to make whatever management decision they want without discussing it with the workforce.

These claims are also associated with QFRS demands such as *“removal of impediments to QFRS organisational efficiency”, “restoration of managerial prerogative”, “removal of consultative provisions and employee refusal provisions”* and *“removal of restrictive provisions”*.

Policies and disputes:

QFRS are demanding that a number of existing agreement provisions be removed and treated as an employer “policy”. QFRS want to reserve the right to change these and other policies during the life of the agreement. If a dispute arises as to whether a future policy change removes or reduces employment conditions and is detrimental to employees, QFRS want to reserve the right to implement the policy change first and deal with the dispute later.

Agreement stripping:

QFRS have demanded that some 20 or so clauses be removed from your existing agreement and not carried over into a new agreement.

Some of the clauses that QFRS have demanded be removed are:

- 2.3 Employment Security;
- 2.4 Permanent Employment;
- 2.5 Work and Family Life Balance;
- 2.6 New Technology;
- 2.7 Consultation (including consultative process and joint consultative committee);
- 2.8 Grievance and Dispute Resolution Procedure (to be replaced with a new one written by QFRS);
- 6.7 Conversion of Casual Communication Officers to permanent part time.

Other demands made in relation to the existing certified agreement relate to the removal of all so called “consultative provisions”, “employee refusal provisions” and the institution of “managerial prerogative” in the place of consultation.

For example:

The current sub-clause 4.1.4 under “Hours of Work and Rosters” states:

“For employees, other than continuous shift workers, the pattern of working hours shall be determined by the employer having due regard to the work requirements and the wishes of the employee”.

QFRS have demanded the removal of the wording “work requirements” and “the wishes of the employee” from the sub-clause. The QFRS demand is simply “the pattern of working hours shall be determined by the employer”.

Examples such as above, in the context of “abolition of consultation”, “restoration of managerial prerogative”, “removal of impediments to QFRS organisational efficiency”, “removal of impediments to QFRS organisational efficiency”, “removal of consultative provisions and employee refusal provisions” and “removal of restrictive provisions”, reveal the devil will be in the detail of any new agreement proposed by QFRS.

Summary of Agreement stripping

QFRS have demanded that some 20 clauses be stripped from the current agreement. Some clauses would be more important than others.

QFRS are also demanding the removal or rewriting of any provisions which include “consultation” or give firefighters a say.

The devil is in the detail of these QFRS demands.

FAQ: ***What would the QFRS certified agreement claims mean for us?***

Answer: ***No agreement has been reached but in any new agreement the devil is in the detail.***

Grievance and disputes procedure:

QFRS are demanding that the existing agreement disputes and grievance procedure be deleted and replaced with a new one written by QFRS. QFRS want to narrow down the agreement procedure so that it only deals with “*disagreements in relation to the operation or interpretation*” of the agreement.

This type of wording could result in the disputes procedure only applying to disputes about the wording of the agreement. In such circumstances members would be restricted from having their concerns addressed and would be limited in what matters they could take to the Industrial Commission. It may be possible to accommodate this restriction if individual rights under the “Employee Complaints Management” procedure are preserved and the award disputes and grievance procedure remains in place to deal with broader industrial disputes.

QFRS also want to delete the existing objective of the disputes procedure which is the resolution of disputes “*by measures based upon the provision of information and explanation, consultation, cooperation and negotiation*”. This wording has been deliberately excluded from the new clause demanded by QFRS. This particular change sought fits with the broad agenda of abolishing consultation and replacing it with managerial prerogative.

Other QFRS demands in relation to the disputes procedure include the abolition of time frames in relation to the completion of the steps in the process. For example, the existing procedure includes time frames such as, “*this process should not extend beyond seven days*”, QFRS have proposed that time frames be absent in new disputes procedure.

The current agreement disputes procedure prescribes the powers of the Industrial Commission to settle disputes in the following way:

“If the matter is not resolved then it may be referred by either party to the Queensland Industrial Relations Commission for conciliation and if necessary, arbitration”.

QFRS have deliberately excluded expressing any powers of the Queensland Industrial Commission in their proposal for a rewrite of the disputes procedure. Their claim is that a new agreement would merely state:

“If the matter is still unable to be resolved, the parties may seek the assistance of the Queensland Industrial Relations Commission”.

QFRS proposals leave matters up in the air as how issues might be resolved.

Summary of Grievance and Disputes avoidance

QFRS are demanding the removal of the current grievance and disputes resolution procedure from a new agreement and are pushing the inclusion of a new one they have written.

QFRS proposal limits the scope of issues that could be dealt with under the procedure, cuts out time frames and is unclear as to the role of the QIRC in settling a dispute.

Award stripping:

Certified agreements are read in conjunction with the award. The award provides the basis of your minimum conditions and protections. The Queensland Fire and Rescue Service Award and the Communications Centres Award have been updated as from July 2012.

In addition to demanding that the QFRS certified agreement is stripped of conditions and rights and rewritten as a one way “*managerial prerogative*” document, QFRS have also stated that they want to vary the underpinning award as well.

For example QFRS have demanded:

“Amendments to the award to effect items listed in the agenda for discussions and associated aims”

“QFRS also seek consent to make relevant award amendments to ensure the intent of the Agreement is not overridden”.

Summary of Award stripping

Award protections underpin certified agreements.

QFRS are demanding that changes conceded in enterprise bargaining agreements be also made to awards.

If changes are made to the awards then they would not be expected to be negotiable in the next agreement.

Final Summary:

The preceding information summarises some of the QFRS enterprise bargaining demands. No agreement has been reached on any QFRS demands. Negotiations are continuing as at September 2012.

Key QFRS demands are:

- A completely re-written certified agreement.
- All QFRS demands are interrelated.
- Wage rises are conditional upon agreeing to all of their demands.
- Wage rises are “up to 2.7%” per year conditional on cost savings.
- Firefighters and station officers to be paid an aggregate wage.
- Aggregate wage to consist of payment for:
 - * Base wage (with 1.6% increase)
 - * Weekend and shift penalties (27.88%)
 - * 38 hour week allowance (6.73%)
 - * 2.5% buy out of any future claims for work changes or new allowances.
 - * Public holiday penalties (5.5%)
 - * Travel, mileage and meals (\$10.90 per fortnight)
 - * 5 “pre-paid” overtime shifts at 150% (reduction in pay rise value of about 1.4%).
 - * Aggregate wage not paid on overtime, sick leave or superannuation.
- Abolition of the 10/14 roster unless we concede to their aggregate wage.
- Introduction of casual employment.
- Abolition of consultative provisions.
- Restoration of managerial prerogative.
- Agreement and award stripping.
- Dilution of grievance and dispute resolution procedures.
- Amendments to underpinning award to cement in changes.

No agreement has been reached and negotiations are continuing.

UFUQ Claims:

UFUQ has raised a range of claims on behalf of all members covered by the firefighting and communications centres awards.

QFRS have not agreed to most of our claims. Your union is still pushing those claims and trying to negotiate a decent package.

This document only summarises QFRS claims and does not cover the issues raised by your union.