


RELEASED

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 125 - making, amending and repealing Awards

United Firefighters' Union of Australia, Union of Employees, Queensland and Queensland Fire and Emergency Services (A/2013/2)

QUEENSLAND FIRE AND EMERGENCY SERVICES AUXILIARY EMPLOYEES
INTERIM AWARD - STATE 2013

INDUSTRIAL COMMISSIONER FISHER 

15 November 2013

REPORT ON DECISION (as edited)

In giving her decision from the Bench on 12 November 2013 Industrial Commissioner Fisher stated:

"As mentioned earlier I am of the view that the Queensland Industrial Relations Commission (the Commission) should act according to the law that is in place and not what it might be in the future. Accordingly, I consider that the Interim Award should proceed.

The Commission has raised with the parties the state of the contents of the Interim Award. I have been advised that it was at the request of the employer that certain references to wages and allowances were not inserted in order to comply with its understanding of the Decision of the Commission as constituted released on 19 September 2013 *Queensland Fire and Rescue Service Auxiliary Employees Interim Award - State 2013*.¹

However, in response to such matters, I understand the Standing Order will continue to apply pending the outcome of the s. 149 arbitration proceedings for firefighters (CA/2012/56). It is not as though there will be a void in respect of certain conditions.

With this understanding, and bearing in mind that the contents of the Interim Award are agreed as indicated by the correspondence and notwithstanding the state of the contents as previously mentioned, I propose to make the Interim Award as submitted with the date of operation as from Monday 14 October 2013.

The title of the Interim Award will reflect the new name Queensland Fire and Emergency Services.

The Commission orders accordingly."

By the Commission,
[L.S.] C. CHADWICK,
Acting Industrial Registrar.

Appearances:
Mr J. Spreckley and Mr A. Cooke, United Firefighters' Union
of Australia, Union of Employees, Queensland.
Mr G. Carthew, Queensland Fire and Emergency Services.

Hearing Details: 12 November 2013

Released: 15 November 2013

¹ *Queensland Fire and Rescue Service Auxiliary Employees Interim Award - State 2013(A/2013/2) - Decision*
<<http://www.qirc.qld.gov.au>>

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QUEENSLAND FIRE AND EMERGENCY SERVICES AUXILIARY EMPLOYEES
INTERIM AWARD - STATE 2013

INDUSTRIAL COMMISSIONER FISHER 

15 November 2013

NEW AWARD

THIS matter coming on for hearing before the Commission at Brisbane on 20 August and 12 November 2013, this Commission awards as follows as from 24 October 2013:

QUEENSLAND FIRE AND EMERGENCY SERVICES AUXILIARY EMPLOYEES
INTERIM AWARD - STATE 2013

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Queensland Fire and Emergency Services Auxiliary Employees Interim Award - State 2013.

1.2 Arrangement

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1.3 Date of operation

This Award takes effect from 24 October 2013.

1.4 Award coverage

1.4.1 This Award applies to employees of the Queensland Fire and Emergency Services who are auxiliary employees whose classifications and rates of pay are prescribed herein and to the Commissioner of the Queensland Fire and Emergency Services as employer in relation to such employees.

1.4.2 This award does not apply to:

- (a) employees covered by the *Queensland Fire and Rescue Service Award - State 2012*
- (b) employees covered by the *Queensland Fire and Rescue Service Communication Centres Award - State 2012*
- (c) Volunteers.

1.5 Area of operation

This Award applies throughout the State of Queensland.

1.6 Parties bound

This Award is legally binding upon the employees as prescribed by clause 1.4 and their employer, and the United Firefighters' Union of Australia, Union of Employees, Queensland.

1.7 Definitions

- 1.7.1 The "Act" means the *"Industrial Relations Act 1999"* as amended or replaced from time to time.
- 1.7.2 "Auxiliary employee" means an employee who is engaged as such and Queensland Fire and Emergency Services is generally considered the secondary employment.
- 1.7.3 "Commission" means the Queensland Industrial Relations Commission.
- 1.7.4 "Commissioner" means the Commissioner of Queensland Fire and Emergency Services or the Commissioner's delegate.
- 1.7.5 "Eligible Employee" means an employee of the Queensland Fire and Emergency Services who is employed under this Award.
- 1.7.6 "Ordinary Time Earnings" (TBA)
- 1.7.7 "Primary Employer" means the primary employer is the auxiliary firefighter's usual place of work, including self-employment. The QFRS is generally considered as a secondary employer in its employment of auxiliary firefighters.
- 1.7.8 "Superannuation Fund" means "The Queensland Fire and Rescue Services Superannuation Plan - Accumulation Account", Q Super or Go Super or any other scheme as approved by the Governor in Council in accordance with the *Queensland Fire and Rescue Service Act 1990*.
- 1.7.9 "Union" means the United Firefighters' Union of Australia, Union of Employees, Queensland.
- 1.7.10 "QFES" means Queensland Fire and Emergency Services.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

- 2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- 2.1.2 The consultative processes established in an enterprise in terms of this Award may provide an appropriate mechanism for consideration of matters relevant to this clause. Union delegates at the place of work may be involved in such discussions.
- 2.1.3 Any proposed genuine agreement reached between an employer and employee/s in any enterprise is contingent upon the agreement being submitted to the Commission in accordance with the requirements of the Act and is to have no force or effect until approval is given.

PART 3 - COMMUNICATION CONSULTATION AND DISPUTE RESOLUTION

3.1 Disputes and grievance procedures

- 3.1.1 There shall be an effective means of consultation between the Queensland Fire and Emergency Services and the Union on all matters of mutual interest and concern, irrespective of whether the matters are likely to give rise to dispute. Particular attention shall be given to both formal and informal means of consultation and information sharing between management and employees.
- 3.1.2 Failure to observe this fundamental principle of consultation would be contrary to the intention of this procedure.
- 3.1.3 The objectives of the procedure are to:
- (a) promote the prompt resolution of grievances by consultation, co-operation and discussion;
 - (b) reduce the level of disputation; and
 - (c) promote efficiency, effectiveness and equity in the workplace.

3.1.4 The Union shall notify the Commissioner in writing of its duly accredited delegates at all levels.

3.1.5 This procedure applies to all industrial matters within the meaning of the Act.

Stage 1 - In the first instance, an employee shall inform such employee's immediate supervisor of a claim or the existence of a grievance in writing and they shall attempt to resolve the matter. It is recognised that an employee may wish to exercise the right to consult such employee's Union representative during the course of Stage 1.

Stage 2 - If the claim or grievance remains unresolved, the employee or the local Union representative on the employee's behalf shall refer the matter to the next in line manager. The manager will consult with the parties. The employee may exercise the right to consult or be represented by such employee's Union representative during the course of Stage 2.

Stage 3 - If the claim or grievance remains unresolved, the employee or the Union on the employee's behalf, shall refer the matter to the next in line manager (where applicable). The manager will consult with the parties. The employee may exercise the right to consult or be represented by such employee's Union representative during the course of Stage 3.

Stage 4 - If the grievance is still unresolved, the manager will advise the Commissioner and the aggrieved employee may submit the matter in writing to the Commissioner if such employee wishes to pursue the matter further. If desired by either party, the matter shall also be notified to the Union.

3.1.6 The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:

- (a) Stage 1 - Discussions should take place between the employee and such employee's supervisor within 48 hours and the procedure shall not extend beyond 7 days.
- (b) Stage 2 - Not to exceed 7 days.
- (c) Stage 3 - Not to exceed 7 days.
- (d) Stage 4 - Not to exceed 7 days (except where Stage 3 is not applicable in which case the period is not to exceed 14 days).

3.1.7 If the matter is still unable to be resolved, the parties may seek the assistance of the Commission.

3.1.8 Until the dispute or grievance is determined (and except when a *bona fide* safety issue is involved), work shall continue in accordance with normal operational procedures existing before the emergence of the dispute or grievance. No party shall be prejudiced as to the final settlement by the continuation of work.

PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

4.1 Contract of employment

4.1.1 Employees may be engaged in an auxiliary employment capacity subject to the provisions of the *Fire and Rescue Service Act 1990*.

4.1.2 Auxiliary employment is recognised as generally secondary employment.

4.1.3 An auxiliary employee is required to attend 75% of regular drill activities (an average of two hours per week over a roster cycle).

4.1.4 An auxiliary employee is entitled to be paid an additional 23% loading in lieu of paid annual leave and paid sick leave.

4.2 Performance of higher duties and relieving

4.2.1 Where an employee is appointed to relieve an Officer of a higher rank and assumes full duties and responsibilities of the position, they shall be paid at the rate equal to the position in which they are relieving for the period of the relief.

4.2.2 *Minimum Period*

Relieving in a higher ranked position shall only occur where the position is unoccupied for a period of seven days or greater.

4.2.3 *Relief Ranks*

Relieving duties will occur in Lieutenant and Captain roles only.

4.2.4 *Annual Captains Allowance*

- (a) Where the Officer being relieved is in receipt of an annual allowance, the auxiliary firefighter undertaking the relieving shall receive a *pro-rata* payment of such allowance equal to 1/365 of the total annual allowance for each day of relief.
- (b) If the Officer who is being relieved is in receipt of an annual allowance, payment of this annual allowance shall cease for the period of relief in excess of 28 days.

4.3 **Anti-discrimination**

4.3.1 It is the intention of the parties to this Award to prevent and eliminate discrimination as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended from time to time which includes:

- (a) discrimination on the basis of sex, relationship status, family responsibilities, pregnancy, parental status, breastfeeding, age, race, impairment, religious belief or religious activity, political belief or activity, trade union activity, lawful sexual activity, gender identity, sexuality and association with, or in relation to, a person identified on the basis of the above attributes;
- (b) sexual harassment; and
- (c) racial and religious vilification.

4.3.2 Accordingly in fulfilling their obligations under the disputes avoidance and settling procedures in clause 3.1, the parties to the Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.3.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

4.3.4 Nothing in clause 4.3 is to be taken to affect:

- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*; or
- (b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Australian Human Rights Commission/Anti-Discrimination Commission Queensland.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Classification and generic level descriptors

5.1.1 *Classification Structure*

The classification structure for Auxiliary Firefighters is as follows:

5.1.2 *Auxiliary Firefighter*: Generic term used to describe all members of the auxiliary workforce irrespective of rank and role.

5.1.3 *Auxiliary Firefighter Grade 1*: A new auxiliary firefighter. These Officers undertake all duties (appropriate to their level or training) as allocated by a more senior officer. They have completed FUNIT452 Auxiliary Induction Course and are participating in the ARTEP. The pre-operational components of the ARTEP (FNA410) must be successfully completed before responding to emergency incidents.

5.1.4 *Auxiliary Firefighter Grade 2*: An experienced member of a firefighting crew who undertakes all duties as allocated by a more senior officer. They have completed the Auxiliary Recruit Training and Education Program (ARTEP), attained their Medium-Rigid (MR) Vehicle driver's licence and served a minimum of 12 months continuous and satisfactory operational service. This Officer may take on the role of OIC in the absence of the

Captain or Lieutenant.

- 5.1.5 *Auxiliary Community Safety Officer:* This role assists an auxiliary station or group of stations to achieve community safety related targets and initiatives. The incumbent must have experience as a qualified auxiliary firefighter or equivalent, however, may elect to not respond to emergency incidents upon appointment to this position. This Officer may be responsible for the coordination and/or the delivery of community safety activities.
- 5.1.6 *Officer-in-Charge (OIC):* Most senior auxiliary firefighter at a station, emergency incident or other QFRS activity.
- 5.1.7 *Lieutenant:* This officer is second in charge of a fire station and may take on the role of Officer-in-Charge of the station/incident in the absence of the Captain.
- 5.1.8 *Captain:* The highest rank of Auxiliary Firefighter. This officer is in charge of a station and is generally responsible for the running and good order of the station. This rank is not utilised at 24-hour permanent full-time crewed stations.
- 5.1.9 *Auxiliary Area Training Co-ordinator:* This role assists an auxiliary station or group of stations to attain and maintain operational skills. This Officer may be responsible for the coordination and/or the delivery of training packages.

5.2 Salaries

5.2.1 Hourly Rates

Classification	Base Rate Per Hour
Auxiliary Firefighter Grade 1	(T.B.A.)
Auxiliary Firefighter Grade 2	(T.B.A.)
Lieutenant	(T.B.A.)
Captain	(T.B.A.)
Auxiliary Community Safety Officer	(T.B.A.)
Auxiliary Area Training Co-ordinator	(T.B.A.)

- 5.2.2 The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the (T.B.A.) Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, award amendments to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

5.2.3 (T.B.A.)

5.3 Allowances

5.3.1 Captains Allowance Rates

Urban Levy Population	Rate per annum
0-1,000	\$1,100
1,001 – 3,000	\$3,300
3,001 – 5,000	\$4,400
5,001 – 8,000	\$5,500
8,001 – 10,000	\$6,600
10,000 +	\$7,700

5.4 Occupational superannuation

- 5.4.1 Subject to federal legislation, the employer must comply with superannuation arrangements prescribed in the *Superannuation (State Public Sector) Act 1990* (and associated Deed, Notice and Regulation).

- 5.4.2 Where federal legislation provides for choice of fund rights to an employee subject to this Award, and that employee fails to elect which superannuation fund to which employer contributions are directed, the employer will direct contributions to such fund as prescribed by the abovementioned Queensland legislation.
- 5.4.3 The QFRS will contribute to the Queensland Government Superannuation Fund, QSuper, on behalf of all Auxiliary Firefighters.
- 5.4.4 Auxiliary Firefighters may contribute to the superannuation fund. Arrangement can be made for deductions to be made through the payroll or funds can be sent direct to Q Super.

PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

6.1 Hours of work

- 6.1.1 Due to the nature of emergency work performed by auxiliary firefighters covered by this Award, hours of work are over seven days of the week, at any time within the day.
- 6.1.2 The maximum ordinary hours of work are –
(TBA)
- 6.1.3 There are no minimum ordinary hours of work, subject to clause 6.6 (Call-In).

6.2 Meal breaks

Subject to emergency circumstances, during work periods exceeding 4 hours in duration, employees will be allowed a 30 minutes paid meal break.

6.3 Rest pauses

For work periods exceeding 4 hours but less than 7.6 hours in duration, employees will be entitled to a paid rest pause of 10 minutes duration. Where work periods are 7.6 hours or greater, employees will be entitled to a paid 10 minute rest pause in the 1st half and 2nd half of the employees work period.

6.4 Shift loading

TBA

6.5 Week-end penalty rates

Employees required to work ordinary hours on weekends will be paid week-end penalty rates as follows:

- (a) all ordinary time worked between midnight on Friday and midnight on Saturday is paid at:
(TBA) of the base rate;
- (b) all ordinary time worked between midnight on Saturday and midnight on Sunday is paid at:
(TBA) of the base rate.

6.6 Call-in

- 6.6.1 An employee called in for duty shall be paid the appropriate rate for time worked for each call in with a minimum of 2 hours' payment.

Provided that any subsequent call in which commences within 2 hours of the commencement of the previous call in, shall be deemed to be included in the previous call in.

6.7 Overtime

- 6.7.1 Overtime is paid at (TBA) of the base rate for the first three hours and (TBA) thereafter.

6.7.2 Overtime on public holidays

All overtime worked by any employee on a public holiday as prescribed in clause 7.3 will be paid at (TBA) ordinary time (TBA).

PART 7 - LEAVE

7.1 Long service leave

7.1.1 Entitlement

All employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance with the provisions of Chapter 2, Part 3, sections 42-58 of the Act as amended from time to time.

7.2 Family leave

The provisions of the *Family Leave (Queensland Public Sector) Award - State 2012* apply to and are deemed to form part of this Award.

7.2.1 A copy of the *Family Leave (Queensland Public Sector) Award - State 2012* is required to be displayed in accordance with section 697 of the Act.

7.2.2 The *Family Leave (Queensland Public Sector) Award - State 2012* also provides for the terms and conditions of family leave associated with:

- (a) Maternity leave;
- (b) Spousal leave;
- (c) Adoption leave;
- (d) Surrogacy leave;
- (e) Part-time work;
- (f) Carer's leave;
- (g) Bereavement leave; and
- (h) Cultural leave.

7.3 Public holidays

7.3.1 Where an employee is required to work on:

- the 1st January;
- the 26th January;
- the 25th April (Anzac Day);
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

All work performed by an employee on the above holidays shall be paid for a minimum of 4 hours as follows:

(TBA) of the base rate

7.3.2 Labour Day

All work performed by an employee on Labour Day shall be paid for a minimum of 4 hours as follows:

(TBA) of the base rate

7.3.3 Annual show

All work performed by an employee in the district for which a holiday is gazetted under the *Holidays Act 1983* to be kept in relation to the annual agricultural, horticultural or industrial show shall be paid for a minimum of 4 hours as follows:

(TBA) of the base rate

Provided that, no employee shall be entitled to receive payment in accordance with clause 7.3.3 for work performed on such a day on more than one occasion in each calendar year.

In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

7.3.4 *Employees who do not work Monday to Friday of each week*

Employees who do not ordinarily work Monday to Friday of each week are entitled to:

- (a) Either payment for each public holiday or a substituted day's leave provided that the Employee would have been ordinarily rostered to work on that day had it not been a public holiday.
- (b) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave.
- (c) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day an employee required to work on Christmas Day (i.e. 25 December) is to be paid at the rate of double time.

Nothing in clause 7.3.4 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

8.1 Fares and travelling

Where an auxiliary firefighter is required to travel to attend a structured training course or other approved QFES business and suffers a loss of ordinary wages (i.e. from their primary employer) as a direct result (e.g. required to take time off with loss of pay), they may apply for compensation. Upon providing satisfactory evidence the delegated authority may approve payment for this time at the auxiliary firefighters ordinary auxiliary hourly rate for a maximum of eight hours.

8.1.1 *Allowances for travelling or relieving*

(TBA)

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training, learning and development

9.1.1 The parties to this Award recognise that in order to increase efficiency and productivity a greater commitment to learning and development is required.

9.1.2 Accordingly, the parties commit themselves to developing a more highly skilled and flexible workforce and providing employees with career opportunities through appropriate training to acquire additional skills and knowledge for performance of their duties.

9.1.3 A consultative mechanism and procedures involving representatives of management and employees shall be established.

9.1.4 Following consultation the Commissioner shall develop a learning and development strategy consistent with:

- (a) the current and future needs of the agency;
- (b) the size, structure and nature of the operations of the agency;
- (c) the need to develop vocational skills relevant to the Agency through courses conducted wherever possible by accredited educational institutions and providers.

9.1.5 Learning and development may be both on-the-job or off-the-job and either internal or external to the organisation.

- 9.1.6 Learning and development provided should assist employees in obtaining accredited competencies, knowledge and skills consistent with the Australian Qualifications Framework.
- 9.1.7 All such learning and development should be directed at enabling employees to enhance skills relevant to duties to be performed. Employees will be expected to attend scheduled learning and development activities.

9.2 Training arrangements

In planning and conducting training activities, all employees are to ensure the following principles are observed:

- (a) The health and safety of participants and the community is not compromised;
- (b) Adequate notice, planning and consultation are taken into account;
- (c) Quality training is provided equitably to all employees; and
- (d) Operational competency is taken into account.

PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

10.1 Uniforms

- 10.1.1 All necessary uniforms and overalls shall be supplied by the employer free of cost to the employee. An employee shall make every reasonable effort to maintain all such property in a clean and serviceable condition.
- 10.1.2 The cost of all necessary cleaning of employees' fire fighting apparel such as turnout coat, overtrousers and gloves shall be borne by the employer provided that an officer authorised by the employer shall decide when such items require cleaning.
- 10.1.3 Boots shall be supplied by the employer, at no cost to the employee.
- 10.1.4 Where an employee is able to establish, to the satisfaction of the employer, that there is a requirement for boots to be made to measure, the employer shall provide such boots.

PART 11 – AWARD COMPLIANCE

11.1 Award posting

A copy of this Award shall be exhibited in a conspicuous and convenient place on the premises of the employer so as to be easily read by employees.

Dated 15 November 2013

By the Commission
[L.S.] C. CHADWICK,
Acting Industrial Registrar.