

QUEENSLAND FIRE AND RESCUE SERVICE COMMUNICATIONS

CENTRES AWARD DRAFT

PART 1 - APPLICATION AND OPERATION

1.1 Title

The Award is known as the Queensland Fire and Emergency Services Modern Award 2015

1.2 Arrangement

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1.3 Award coverage

This Award applies to:

1.3.1 The Queensland Fire and Emergency Services

1.3.2 Employees whose classifications and base rates of pay are prescribed herein

1.3.3 United Firefighters' Union of Australia, Union of Employees, Queensland.

1.4 Date of Operation

This award takes effect from 1 January 2015.

1.5 Area of operation

For the purpose of this Award, the Divisions and Districts shall be as follows:

1.5.1 Divisions

Northern Division - That portion of the State along or north of a line commencing at the junction of the sea coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude due west to the western border of the State.

Mackay Division - That portion of the State within the following boundaries:

Commencing at the junction of the sea coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea-coast; then by the sea coast northerly to the point of commencement.

Southern Division - That portion of the State not included in the Northern or Mackay Divisions.

1.5.2 Districts

Northern Division:

Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.

Western District - The remainder of the Northern Division.

Southern Division:

Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then by that

meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due north to the southern boundary of the Mackay Division.

Western District - The remainder of the Southern Division.

1.6 Definitions

1.6.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.

1.6.2 "Classification Level" comprises a number of paypoints through which employees will be eligible to progress.

1.6.3 "Commission" means the Queensland Industrial Relations Commission.

1.6.4 "Commissioner" means the Commissioner or an Assistant Commissioner of the Queensland Fire and Emergency Service, or their delegate.

1.6.5 "Continuous Shift Work" means a roster pattern that continually provides for work to be performed over a period of 24 hours a day, 7 days per week, 365 days per year.

1.6.6 "Shift Work" means a roster pattern that consistently provides for work to be performed 7 days per week, which may include night shifts, weekends and public holidays.

1.6.7 "Union" means the United Firefighters' Union of Australia, Union of Employees, Queensland.

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 accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. 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 an enterprise is contingent upon the agreement being submitted to the Commission in accordance with the requirements of Chapter 6 of the Act and is to have no force or effect until approval is given.

2.2 Flexibility arrangements

An employer and employee covered by this industrial instrument may agree to make an individual

flexibility arrangement to vary the effect of terms of this industrial instrument if –

(a) this industrial instrument 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.

The employer must ensure the terms of the individual flexibility arrangement –

(a) are only about matters required or permitted to be in this industrial instrument; and

(b) are not non-allowable provisions; and

(c) must not result, on balance, in an overall reduction in the entitlements or protections the employee has under this industrial instrument.

The employer must ensure the individual flexibility arrangement –

(a) is in writing and signed by the employer and employee; and

(b) states –

(i) the names of the employer and employee; and

(ii) the terms of this industrial instrument that will be varied by the arrangement; and

(iii) how the arrangement will vary the effect of the terms; and

(iv) how the arrangement will not result, on balance, in an overall reduction in the entitlements or protections the employee has under this industrial instrument; and

(v) the day on which the arrangement commences; and

(c) if the employee is under 18 years of age – is signed by a parent or guardian of the employee.

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

An individual flexibility arrangement may be terminated –

(a) by either the employee or employer giving written notice of –

(i) a period agreed between the parties of up to 12 months; or

(ii) if no period has been agreed – 28 days; or

(b) by the employer and employee at any time if they agree in writing to the termination.

An employee is entitled to be represented during discussions about the making of a flexibility arrangement.

An employee is entitled to reasonable paid time during working hours to consult with their representative or the employer about the making of a flexibility arrangement.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Disputes resolution

This term applies to a dispute regarding –

(a) a matter arising under this industrial instrument; or

(b) the Queensland Employment Standards.

An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term if the representative is a union entitled to represent the employee's industrial interests.

In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee and relevant supervisors or management, or both.

If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the commission.

The commission may deal with the dispute as follows –

(a) the commission may first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation;

(b) if the commission does not resolve the dispute under paragraph (a), the commission may then deal with the dispute in accordance with its jurisdiction under the Act.

(c) If the commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

Chapter 9 of the Act provides for appeals against particular decisions made by the commission.

While the dispute resolution procedure is being conducted, work must continue in accordance with this industrial instrument and the Act.

Subject to applicable work health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

The parties to the dispute agree to be bound by the decision made by the commission in accordance with this term. The Union shall notify the QFES Commissioner in writing of its duly accredited delegates.

An employee is entitled to reasonable paid time during working hours to consult with their representative or the employer about the dispute.

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

4.1 Contract of employment

Employees may be engaged in a full-time, part-time, temporary or casual employment capacity subject to the provisions of the *Fire and Rescue Service Act 1990*.

4.2 Part-time employment

4.2.1 Prior to the introduction of part-time employment, consultation shall occur between the parties. The following provisions will apply:

- (a) The spread of ordinary hours shall be the same as those prescribed for a full-time employee under this Award.
- (b) A part-time employee shall be employed for no less than an average of 8 hours and no more than 32 hours per week.
- (c) A part-time employee shall be paid at the same hourly rate as a full-time employee would have been paid for performing duty at the same Classification Level. A part-time employee shall also be entitled to allowances as and where prescribed by this Award and on a *pro rata* basis where appropriate.
- (d) The public holiday provisions of this Award shall apply on a *pro rata* basis to part-time employees.
- (e) All leave provisions of this Award applying to full-time employees shall apply *pro rata* to part-time employees.

4.2.2 All time worked outside the ordinary working hours as provided for in clause 4.2.1 and all time worked in excess of the hours as mutually arranged in clause 4.2.1 will be overtime and paid for at the rates prescribed in clause 6.2 (Overtime).

4.3 Temporary employment

4.3.1 "Temporary Employee" means an employee engaged as such in either a full-time or part-time capacity for a defined project or a specified period.

4.3.2 Eligibility for temporary employment will be dependent upon satisfying the competency standard prescribed for the position. Temporary employees shall be required to maintain this standard for the duration of the temporary engagement.

4.3.3 A temporary employee may be engaged in either a full-time or part-time capacity for a predetermined period, which will not usually exceed 6 months.

4.3.4 The method of working ordinary hours shall be the same as those prescribed for a full-time employee under this Award.

4.3.5 All leave provisions of this Award applying to full-time employees shall apply *pro rata* to temporary employees.

4.3.6 Upon permanent appointment, temporary service shall be counted as service provided that no more than 3 months has elapsed between the completion of temporary service and taking up a permanent appointment.

4.4 Casual employment

4.4.1 "Casual" means an employee who is engaged and paid on an hourly basis to work hours, which are not expected to continue on a defined basis and are fewer than those prescribed for full-time employees.

4.4.2 Casual employees shall be paid an hourly rate equal to 1/40th of the appropriate Classification Level rate plus 23% loading. Each engagement shall stand alone, with a minimum payment of 2 hours work for each engagement.

4.4.3 Appointments to casual positions shall only occur where there exists a short term, intermittent need.

4.4.4 Casual employment can be appropriate over an extended period where a small number of hours per week are involved.

4.4.5 Casual employees should not be used where there is a continuous requirement for work to be performed for a set number of hours each week, when a part time employee may be more appropriate.

4.4.6 The public holiday provisions of this Award shall apply provided that payment shall only be made for hours actually worked.

4.4.7 Subject to the provisions of Chapter 2A, Part 3 2, Division 3 of the Act, all leave provisions of this Award do not apply.

4.4.8 Casual employees will not be entitled to divisional and locality allowances.

4.5 Performance of higher duties

When an employee is appointed to relieve in a position at a higher classification level for a period that equals or exceeds one full day or shift, they will then be entitled to payment for the higher duties. Such higher duty payment will be at the first paypoint of the higher classification level for each full day or shift completed.

4.6 Termination of employment

4.6.1 Notice by employee

This shall not apply to casual employees.

(a) Written notice of resignation of not less than 2 weeks shall be given by the employee. Such 2 weeks will not include annual leave.

(b) Where 2 weeks' notice is not given, the employer may deduct an amount of salary equivalent to the balance of the notice not given.

(c) In the case of an employee whose resignation is to take effect less than 2 weeks after it is given, the employer may deduct an amount of salary equivalent to the balance of the notice not given.

4.6.2 Notice by the employer

(a) The employer may dismiss an employee only if:

(i) the employee has been given the period of notice required by clause 4.6.2(b), or compensation; or

(ii) the employee engages in misconduct of a type that would make it unreasonable to require the employer to continue the employment during the notice period.

(b) The minimum period of notice is:

Period of Continuous Service Period of Notice

not more than 1 year 1 week

more than 1 year, but not more than 3 years 2 weeks

more than 3 years, but not more than 5 years 3 weeks

more than 5 years 4 weeks

(c) In addition to the notice in clause 4.6.2(b) employees over 45 years of age at the time of giving of notice and with not less than 2 years' continuous service, shall be entitled to an additional week's notice.

(d) Payment in lieu of notice shall be made if the appropriate notice is not given:

Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(e) In calculating any payment in lieu of notice the ordinary time rate of pay for the employee concerned shall be used.

(f) The period of notice in clause 4.6.2 shall not apply in the case of dismissal for misconduct or other grounds that justified instant dismissal, or in the case, or in the case casual, or temporary employees, or to employees on daily hire, or employees engaged for a specific period of time or for a specific.

4.7 Consultation about major organisational changes

This term applies if –

- (a) the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- (b) the change is likely to have a significant effect on some or all employees (*relevant employees*) of the enterprise.

The employer must notify the relevant employees of the decision to introduce the major change.

The employer is not required to –

- (a) notify the relevant employees or a representative of the decision until the time the employer considers appropriate; or
- (b) consult with the relevant employees or a representative about the decision until the employer notifies the relevant employees or the representative of the decision; or
- (c) consult with the relevant employees or a representative about the decision other than in relation to implementation of the decision; or
- (d) disclose confidential or commercially sensitive information to the relevant employees or a representative.

The relevant employees may appoint a representative for the purposes of the procedures in this term if the representative is a union entitled to represent the employees' industrial interests.

If –

- (a) the relevant employees appoint a representative under

(4) for the purposes of consultation; and

(b) the relevant employees advise the employer of the identity of the representative; the employer must recognise the representative.

As soon as practicable after notifying the relevant employees of the decision under (2), the employer must –

- (a) discuss with the relevant employees – the implementation of the change; and
 - (i) the effect the implementation of the change is
 - (ii) likely to have on the relevant employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the implementation of the change on the relevant employees; and
- (b) for the purposes of the discussion – provide, in writing, to the relevant employees –
 - (i) information about the implementation of the change including the nature of the change information about the expected effects of the implementation of the change on the relevant employees; and
 - (ii) any other matters regarding the implementation of the change likely to affect the relevant employees.

The employer must give prompt and genuine consideration to matters raised about the implementation of the major change by the relevant employees.

In this term, a major change is likely to have a *significant effect* on employees if it is likely to result in –

- (a) the termination of the employment of employees; or
 - (b) a major change to the composition, operation or size of the employer’s workforce or the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) an alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace,
- or
- (g) the restructuring of jobs.

Employees are entitled to reasonable paid time during working hours to consult with their representatives or the employer about major organisational changes that are likely to have a significant effect on the employees.

4.7.2 The provisions of clause 4.7 will not apply to the extent that the provisions of the redundancy arrangements are contained in a Directive issued by the Minister responsible for industrial relations

pursuant to section 54 of the *Public Service Act 2008*, where the Directive provides for entitlements that are superior to clause 4.7.task or tasks.

4.8 Anti-discrimination

4.8.1 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 Act, 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.

4.8.2 Accordingly in fulfilling their obligations under the disputes and grievance 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.

4.8.3 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.

4.8.4 Nothing in clause 4.8 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 pay system

5.1.1 Payment is determined by the skill level of the role, not the tasks undertaken. Payment does not automatically vary when particular tasks or new tasks are performed.

5.1.2 An employee's work role will be outlined in a Role Description. Role Descriptions will be graded against the Generic Level Descriptors as specified in the classification structure.

5.1.3 Employees temporarily called upon to perform work at a higher Classification Level will attract a pay rate applicable to that level, provided they have undertaken and satisfactorily performed work at the higher level for the prescribed minimum period, or longer.

5.1.4 The employer may direct an employee to carry out any duties as are within the limits of the employee's skill and competency and consistent with the classification structure.

5.1.5 Where work is restructured to meet business needs or operations expanded into new areas, Role Descriptions will be created and graded according to the Generic Level Descriptors. The Role Descriptions will detail the general role context and the specific competencies required of employees at the relevant location.

5.1.6 Work will be undertaken within a flexible environment. Prescriptive work schedules, which restrict work options, should not be used.

5.1.7 Movement within all levels will be subject to satisfactory performance assessment and completion of specified prerequisites as detailed in the Generic Level Descriptors.

5.1.8 Movement between all Classification Levels will be dependent upon advertised vacancies and subject to satisfactory performance assessment and completion of specified prerequisites as detailed in the Generic Level Descriptors.

5.2-Paypoint Progression for Communications Officers

5.2.1 Recruit Level – Communications Officer 1 Paypoint 1 progress to Communications Officer 1 Paypoint 2 after successful completion of Certificate III in Fire Communications Operations and 1040 hours satisfactory performance.

5.2.2 Communication Officer 1 Paypoint 2 – progress to Communication Officer 1 Paypoint 3 is on successful completion of training and development as outlined in the Fire Communications Professional Development Program and 2080 hours satisfactory performance at Paypoint 2.

5.2.3 Communication Officer 1 Paypoint 3 – progress to Communication Officer 1 Paypoint 4 upon successful completion of training the development as outlined in the Fire Communications Professional Development Program and 2080 hours satisfactory performance at Paypoint 3.

5.2.4 Paypoint Progression of Communication Supervisors and Communications Manager

Upon appointment to Communications Supervisor or Communication Manager, progression through the levels is to be based on qualifications outlined in the Fire Communications Professional Development Program and 2080 hours satisfactory performance at each level.

5.3 Salaries

5.3.1 "Paypoint" means the specific rate of remuneration payable to employees within a Classification Level.

5.3.2 The following salaries shall be the fortnightly base rate payable for Classification Communications Officers,

Communications Supervisors and Communications Managers in the Eastern District of the Southern Division:

Classification Per Fortnight

\$

Communications Officer 1	1,584.70
Communications Officer 2	1,879.10
Communications Officer 3	1,948.50
Communications Officer 4	2,019.90
Communications Supervisor 1	2,562.50
Communications Supervisor 2	2,636.00
Communications Supervisor 3	2,709.40
Communications Supervisor 4	2,782.60
Communications Manager 1	3,364.80
Communications Manager 2	3,464.80
Communications Manager 3	3,576.00
Communications Manager Z	TBA

Communications Manager base rate includes a loading of 20% paid on lieu of any provisions for on-call and callback requirements, overtime, out of hours work and work at night or weekends

5.3.3 The rates of pay in this Award incorporate adjustments based upon the *Queensland Fire and Rescue Service - Certified Agreement 2006* [CA/2006/277] and include the arbitrated wage adjustment payable under the 1 September 2013 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 includes 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.

Increases made under previous State Wage Cases, or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

5.3.4 *Divisional and district parities*

In addition to the rates of wages set out in this Award, the following amounts shall be paid to employees who are employed in the Divisions and Districts referred to hereunder:

Per fortnight

\$

Southern Division - Western District 2.10

Mackay Division 1.80

Northern Division - Eastern District 2.10

Northern Division - Western District 6.50

5.4 Allowances

5.4.1 Mount Isa locality allowance

Employees located at Mount Isa shall receive \$91.60 per fortnight in addition to their ordinary rates of pay. This amount shall be payable with respect to annual leave, long service leave and all leave with pay, but shall not be included for the purpose of calculating overtime or any penalty payments.

5.4.2 Overtime meal allowance

(a) Where an employee is required by the employer to work overtime for more than one hour immediately before or after the employee's fixed or recognised working hours, the employer shall provide the employee with either:

(i) a meal; or

(ii) an allowance of \$12.10.

(b) Where an employee has provided a meal, after having received due notification to work overtime and is subsequently not required to work overtime, the employee shall be entitled to a payment of \$12.10 for such meal.

(c) Employees recalled for duty during any normal mealtime in off-duty hours shall be paid a meal allowance of \$12.10 for each such recall:

Provided that, for the purposes of clause 5.4.2(c) only, normal meal times shall be deemed to be 7.00 a.m. to 8.00 a.m, 12.00 p.m. to 2.00 p.m .and 5.30 p.m. to 7.00 p.m. each day.

5.5 Occupational Superannuation

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).

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.

5.6 Payment of wages

5.6.1 Payment of wages are made fortnightly.

5.6.2 Wages are paid by electronic funds transfer or direct deposit to employees' nominated accounts unless otherwise agreed between the employer and the employee concerned.

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

6.1 Hours of work

6.1.1 Ordinary hours

The ordinary hours of work is an average of 40 per week over a roster cycle, to be worked in accordance with the following:

- (a) except by mutual agreement, all ordinary hours are to be worked continuously (exclusive of unpaid meal breaks) within a minimum of 8 hours and a maximum of 14 hours per day;
- (b) ordinary hours of work may be performed on any 5 days out of 7 consecutive days or on any 10 days out of 14 consecutive days. Wherever practicable days off should be taken consecutively; and
- (c) a Continuous Shift Work roster shall provide for a minimum of 8 hours break between the finish of ordinary hours on one day and the commencement of ordinary hours on the next day.

6.1.2 Flexible working hours

- (a) Unless otherwise provided in a Shift Work roster, employees will work an 8 week 320 hour cycle and the pattern of working hours shall be determined by the employer having due regard to the work requirements and the wishes of the employee.
- (b) Consultation regarding such proposed working arrangements will occur with the employees and, if requested by the employee(s), their Union, prior to implementation at the work location.

6.1.3 Residential training courses

Employees attending Queensland Fire and Rescue Service residential training courses may be required to work Monday to Friday inclusive and between 0800 and 2000 hours, provided that their ordinary hours shall not exceed 40 in any one week, or 10 in any one day.

6.1.4 Notice to change hours

With respect to periods of notice required for attending training, changing shifts and rosters, in most cases such activities will be planned well enough in advance to enable at least 2 weeks' notice to be given to employees:

Provided that receipt of a lesser period of notice in itself will not be an adequate reason for failing to attend such training.

6.2 Overtime

6.2.1 The time an employee is required by the employer to work before or after the employee's fixed or recognized times for starting or finishing work on any day, or outside of the employee's ordinary shift roster, shall be regarded as overtime and shall be paid for at the rate of time and a half for the first 3 hours on any one day and double time thereafter:

- (a) Provided that all overtime for continuous shift workers will be paid at double time.
- (b) Provided that calculations for overtime payment are made on the base rates of pay.

6.2.2 Rest period between shifts

- (a) If an employee is required to work overtime, the employee will receive 10 consecutive hours off duty between finishing ordinary work on one day and starting ordinary work on the next day without loss of pay for ordinary working time occurring during such absence.
- (b) If the employee is instructed to continue or resume work without receiving 10 consecutive hours off duty, the employee will be paid double time until the employee is released from duty for 10 consecutive hours without loss of pay for ordinary working time during such absence.
- (c) Clause 6.2.2 does not apply where the employee is recalled to work overtime and actually works not more than 2 hours' overtime.
- (d) Clause 6.2.2 does not apply where the period between ordinary rostered shifts is 10 hours or less.

6.2.3 Overtime on public holidays

All overtime worked by any employee on a public holiday as prescribed in clause 7.6 will be paid at double the usual over time rate.

6.2.4 Time off in lieu of overtime

Subject to the approval of the Commissioner, employees may elect to be compensated by receiving time off in lieu of receiving paid overtime. Time off in lieu will be equivalent to the relevant rate of accrual. Time off in lieu is to be taken 12 months from the date on which the overtime is worked and at a time agreeable to the employer and the employee. Time off in lieu not accessed within 12 months of accrual shall be paid for by the employer at the relevant rate of accrual.

6.3 Meal Breaks and Meal Allowance for Communications Centre Employees

6.3.1 Communications Employees covered by this award shall be entitled to a meal break of not less than 30 minutes during each shift/day for the purposes of consuming a meal. Such break to be completed during the shift, however, were practicable, such break should be taken between the third and sixth hour of work.

6.3.2 This meal break shall be taken at such time as will not interfere with the continuity of work.

6.3.3 Where an employee is unable to take, or is recalled to duty before the completion of, the meal break they shall be paid a meal allowance of \$12.10. Such allowance is to be adjusted from time to time in accordance with General Rulings of the Queensland Industrial Relations Commission.

6.3.4 Employees recalled to duty shall be allowed to complete the meal break once the interruption is over.

6.4 Rest pauses

Each employee shall be entitled to a rest pause of 10 minutes' duration in the employer's time in the 1st and 2nd half of the employee's shift or day's work. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary.

6.5 Shift work

6.5.1 Night shift allowance

An employee required to work in accordance with an approved shift roster, shall be paid an allowance of 15% of the base rate for each night shift worked between midnight Sunday and midnight Friday. For the purposes of clause 6.5, a night shift means a shift where the majority of ordinary hours fall between the hours of 6.00 p.m. and 6.00 a.m.:

Provided that this allowance shall not be paid for "overtime" shifts.

6.5.2 Weekend penalty rates

An employee required to work in accordance with an approved shift roster shall be paid weekend penalty rates in accordance with the following:

(a) All ordinary time worked between midnight on Friday and midnight on Saturday shall be paid for at one and a half times the base rate of pay; and

(b) All ordinary time worked between midnight on Saturday and midnight on Sunday shall be paid f

6.6 Call back

6.6.1 An employee called back for duty after leaving the employer's premises shall be paid the appropriate rate for time worked for each call back with a minimum of 2 hours' payment at overtime rates:

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

6.6.2 Clause 6.6.1 shall not apply where the overtime is continuous with the start or finish of ordinary working time.

6.6.3 Clause 6.6.1 shall not apply in cases where it is customary for the employee to return to the employer's premises to perform a specific job outside the employee's ordinary working hours or at double the base rate of pay.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 For each full year of employment, an employee shall be entitled to 160 hours leave on full pay exclusive of weekends, programmed rostered days off and public holidays:

Provided that shift workers and continuous shift workers, for each full year of employment, shall be entitled to 200 hours leave on full pay exclusive of public holidays and rostered days off according to the roster on which the employee commenced leave.

7.1.2 All annual leave shall be paid in advance.

7.1.3 The monetary equivalent of accrued leave, including *pro-rata* accrued annual leave, shall be paid upon the termination of employment.

7.1.4 Leave of absence without pay in excess of 3 months will not count as service for the purpose of calculating annual leave:

Provided that any absence from work on workers' compensation shall not so reduce the entitlement to leave.

7.1.5 *Calculation of annual leave payments*

Annual leave payments shall be calculated in accordance with either:

(a) All employees - subject to clause 7.1.5(b), in no case shall the payment by the employer be less than the sum of the following amounts:

(i) the employee's ordinary wage rate as prescribed by this Award for the period of annual leave (excluding night shift allowances and weekend penalty rates);

(ii) divisional and district parities; and

(iii) a further amount calculated at the rate of 17 1/2%.

(b) Shift workers (including continuous shift workers) - the rate payable for working ordinary time according to the employee's projected roster, including night shift allowances and weekend penalty rates.

Clause 7.1.5(a) shall not apply to any period of annual leave exceeding 200 hours, which may be accrued in any year.

7.2 Sick leave

7.2.1 *Entitlements* - Employees shall be eligible for sick leave for each completed year of employment on the following basis:

(a) 8 shifts for each completed year of employment with the employer where employees work Shift Work:

Provided that in respect to any completed period of employment of less than one year, an employee shall become entitled to one shift's sick leave for each month of such period, up to a maximum of 8 shifts.

(b) 10 days in every other case:

Provided that in respect to any completed period of employment of less than one year, an employee shall become entitled to one day's sick leave for each month of such period, up to a maximum of 10 days.

(c) All sick leave shall be cumulative.

7.2.2 *Conditions* - An employee who is absent from work on account of personal illness or injury shall be entitled to paid leave of absence up to the accumulated period of leave applicable without loss of pay subject to the following conditions and limitations:

(a) Worker's compensation - An employee shall not be eligible for paid leave of absence under clause 7.2 for any period in respect of which the employee is entitled to worker's compensation.

(b) Notice - An employee shall, within 24 hours prior to the commencement of any such absence or as soon as practicable, inform their immediate supervisor of the inability to attend for duty and as far as practicable, state the nature of the illness or injury and the estimated duration of the absence.

(c) Evidence - Where a sick leave absence exceeds 2 consecutive working days/shifts, an employee shall produce a medical certificate from a duly qualified medical practitioner, specifying:

(i) .the nature of the illness; and

(ii) the period or approximate period during which the employee will be unable to work.

7.3 Long service leave

7.3.1 *Entitlement* - An employee who completes 10 years' continuous service shall be entitled to long service leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service.

7.3.2 *Entitlement upon termination* - Where an employee completes the first or subsequent 10 years' continuous service and:

(a) terminates that service; or

- (b) is terminated by the employer for any cause other than serious misconduct; or
- (c) dies; the employee shall receive payment in lieu of long service leave not taken, provided that in no instance shall the entitlement for the first or subsequent completed period of 10 years' service be jeopardised by the meaning of clause 7.3.

7.3.3 *Entitlement upon death* - If an employee who is entitled to any amount of long service leave dies:

- (a) before taking accrued long service leave; or
- (b) after commencing but before completing the taking of accrued long service leave; the employer shall pay to that employee's personal representative, a sum equal to payment at the ordinary rate for the period of the amount of long service leave not taken or, as the case may be, the taking of which has not been completed by that employee.

7.3.4 *Public holidays* - Long service leave is exclusive of any public holiday that occurs during a period of such leave taken.

7.3.5 *Period of service*

- (a) For the purposes of clause 7.3, the continuity of service of an employee shall be that service as is deemed not to be broken in accordance with the provisions of the Act.
- (b) The period of service for the purposes of clause 7.3 shall include any period of continuous service either before or after 16 June 1973 and except as herein provided the benefits hereby conferred shall be entirely in substitution for and not in addition to any benefits that have accrued to an employee under the previously operative clause.

7.4 Family leave

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

7.4.2 An employee's entitlements to family leave include:

- (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.

7.5 Bereavement leave

7.5.1 *Full-time and part-time employees*

Full-time and part-time employees shall, on the death of a member of their immediate family or household, be entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days or shifts of work. Proof of such death is to be furnished by the employee to the satisfaction of the employer.

7.5.2 Long-term casual employees

(a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household.

(b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the employee seeks to access an entitlement under clause 7.3.2.

7.5.3 "Immediate family" includes:

(a) A spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and

(b) A child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an exnuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

7.5.4 Unpaid leave

An employee with the consent of the employer, may apply for unpaid leave when a member of the employee's immediate family or household dies and the period of bereavement leave entitlement provided above is insufficient.

7.6 Public holidays

7.6.1 All work done by any employee on:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th April (Anzac Day);
- 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;

For all employees payment shall be made at the rate of double time and a half for time actually worked with a minimum of 4 hours' payment.

7.6.2 *Labour day*

All employees shall be entitled to be paid a full day's wage for Labour Day irrespective of the fact that no work may be performed on such day.

An employee who works on Labour Day shall be paid at the rate of double time and a-half for time actually worked with a minimum of 4 hours' payment.

Employees rostered off or on annual leave on Labour Day shall be paid an additional 8 hours' pay or an additional 8 hours' leave shall be added to their annual leave in lieu thereof.

7.6.3 *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 at the rate of double time and a-half with a minimum of 4 hours:

Provided that, no employee shall be entitled to receive payment in accordance with clause 7.6.3 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.

7.6.4 *Penalty Rates*

The additional penalty rates to be paid under clause 7.6 shall be calculated on the base rates of salary. For the purposes of clause 7.6, "double time and a-half" means one and one-half days' salary in addition to the weekly rate and *pro rata* if there be more or less than a day. "Time and a half" means one-half days' salary in addition to the weekly rate or *pro rata* if appropriate.

7.6.5 *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 public holidays as follows:

- (a) A full-time employee is entitled to either payment for each public holidays or a substituted day's leave.
- (b) A part-time employee is entitled to either payment for each public holidays or a substituted day's leave provided that the part-time employee would have been ordinarily rostered to work on that day had it not been a public holiday.
- (c) 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.

(d) Nothing in clause 7.6.5 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu

7.7 Jury service

(a) An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

(b) Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

(c) Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

(d) If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

(e) "Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment.

"Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

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

8.1 Fares and travelling

8.1.1 Motor vehicle allowance

Where employees undertaking official duties use their own motor vehicles an allowance, according to:

(a) the distance actually and necessarily travelled; and

(b) the type of vehicle used; and

(c) the location of the employee's normal place of employment; shall be paid as prescribed in the Motor Vehicle Allowances Directive as issued and amended by the Minister responsible for industrial relations under Section 54 of the *Public Service Act 2008*.

8.1.2 *Allowances for travelling or relieving*

An employee who is required to:

- (a) travel on official duty; or
- (b) to take up duty away from the employee's usual place of work to relieve another employee or to perform special duty, is allowed actual and reasonable expenses or allowances for accommodation, meals, and incidental expenses necessarily incurred by the employee.

These are prescribed in the Domestic Travelling and Relieving Expenses and International Travelling, Relieving and Living Expenses Directives as issued and amended by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008*.

8.1.3 An employee required in the course of the employee's work to live away from home for a period of not less than 5 consecutive days, and which would incur a period of time spent travelling, shall be allowed 24 hours free from duty immediately preceding the employee's departure from home and 24 hours free from duty upon returning home, provided that the employee returned home immediately after the conclusion of the period of duty.

8.1.4 An employee required in the course of the employee's work to live away from home for a period of not less than 28 consecutive days, shall be provided with a return journey home for each such period of 28 consecutive days at a time approved by the employer.

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, employees and relevant Unions 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.

9.1.8 Clause 9.1 shall operate as an interim provision and shall be subject to review after 12 months' operation.

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

10.1 Uniforms

All necessary uniforms 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.

PART 11 - AWARD COMPLIANCE

11.1 Time and wages record

11.1.1 An employer must keep, at the place of work in Queensland, a time and wages record that contains the following particulars for each pay period for each employee, including apprentices and trainees:

- (a) the employee's Award classification;
- (b) the name of the Award under which the employee is working;
- (c) the number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;
- (d) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid;
- (e) the gross and net wages paid to the employee;
- (f) details of any deductions made from the wages; and
- (g) contributions made by the employer to a superannuation fund

11.1.2 The time and wages record must also contain:

- (a) the employee's full name and address;
- (b) the employee's date of birth;
- (c) details of sick leave credited or approved, and sick leave payments to the employee;
- (d) the date when the employee became an employee of the employer;
- (e) if appropriate, the date when the employee ceased employment with the employer; and
- (f) if a casual employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.1.3 The employer must keep the record for 6 years.

11.1.4 Such records shall be open to inspection during the employer's business hours by an inspector of the Department of Justice and Attorney-General, in accordance with section 371 of the Act or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

11.2 Union delegates

11.2.1 The parties acknowledge the constructive role democratically elected Union delegates undertake in the workplace in relation to Union activities that support and assist members. That role will be formally recognised, accepted and supported.

11.2.2 Individual employees will be given full access to Union delegates/officials during working hours to discuss any employment matter or seek Union advice, provided that service delivery is not disrupted and work requirements are not unduly affected:

11.2.3 Subject to the relevant employee's written approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.

11.3 Industrial relations education leave

11.3.1 Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies can allow employees to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.

11.3.2 Employees may be granted up to 5 working days (or the equivalent hours) paid time off (non-cumulative) per calendar year to attend industrial relations education sessions, approved by the Commissioner (or delegated authority).

11.3.3 Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than 5 working days (or the equivalent).

11.3.4 The granting of industrial relations education leave or any additional special leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the work unit concerned. At the same time such leave shall not be unreasonably refused.

11.3.5 At the discretion of the Commissioner, employees may be granted special leave without pay to undertake work with their Union.

11.4 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.

11.5 Reasonable notice

An authorised officer of the United Firefighters' Union of Australia, Union of Employees must provide reasonable prior notice to the employer of an intention to enter a workplace prior to undertaking responsibilities under Parts 2 and 3 and clause 4.7 of this award.