

PRELIMINARY DISCUSSION DRAFT VERSION 1

QUEENSLAND FIRE AND EMERGENCY SERVICES AWARD – STATE 2014

Abbreviations

| | |
|--------|-------------------------------------------------------------------------------------------------------------|
| QFRS | Queensland Fire and Rescue Award – State 2012 |
| QFRSCC | Queensland Fire and Rescue Service Communications Centres Award – State 2012 |
| IA | Queensland Fire and Emergency Services Auxiliary Employees Interim Award - State 2013 (now of no effect) |
| SO | Standing Order, Auxiliary Employment Conditions (internal document) |

QPSOMA *Queensland Public Service Officers and Other Employees Award – State 2014* (modern award)

Abbreviations in footnotes

| | |
|------|-------------------------------------------------------------------------|
| AMOD | Award Modernisation team |
| QFES | Queensland Fire and Emergency Service |
| TQ | Together Queensland, Industrial Union of Employees |
| UFU | United Firefighters' Union of Australia, Union of Employees, Queensland |

Key

Yellow highlighting references to clauses within this modern award

Bolded yellow highlighting notes, questions and references to clauses from the QFRS, QFRSCC, IA and SO

green material specifically relating to communications officers

blue material specifically relating to auxiliary firefighters

purple and strikeouts changes made to the Preliminary Discussion Draft Version 1 by the Award Modernisation team between 18 and 21 November 2014

PRELIMINARY DISCUSSION DRAFT VERSION 1 QUEENSLAND FIRE AND EMERGENCY SERVICES AWARD – STATE 2014

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PART 1—Title and Operation¹

1. Title²

This award is known as the *Queensland Fire and Emergency Service Award – State 2014*.

***Subject to the outcome of the current proceedings before the Full Bench, this award may cover auxiliary firefighters and communications officers.**

2. Operation

This award ~~commences on~~ operates from X.³

3. Definitions and interpretation

Unless the context otherwise requires, in this award:

Act means the *Industrial Relations Act 1999*

auxiliary firefighter means an employee who is engaged by QFES under this award in the auxiliary firefighter stream and may also have primary employment separate to their engagement with QFES **(IA 1.7.2 & 4.1.2)**

***Subject to the outcome of the current proceedings before the Full Bench, this award may cover auxiliary firefighters.**

commission means the Queensland Industrial Relations Commission

Commissioner means the Commissioner of QFES or their delegate

classification level comprises a minimum salary rate plus a number of increments in a particular stream through which employees will be eligible to progress

¹ General Submissions

QFES: suggested change to terminology throughout award - replace "Career firefighter stream" with "fire and rescue stream". Replace "Rural stream" with "rural fire service stream"

TQ: (1) TQ supports the UFU's submissions generally. (2) The terminology of "career firefighter" to differentiate between urban and rural firefighters is unhelpful - the Rural Fire Management Officers are "career" firefighters too. TQ supports QFES proposal.

UFU: Maintaining references to 'auxiliary employment conditions; in the current 'exposure draft' is confusing the document. This is exacerbated by the draft provisions having been derived incorrectly and having been derived incorrectly and inappropriately sourced.

²

QFES: Queensland Fire and Emergency Services is an agency. It resulted from a Machinery of Government change with the amalgamation of the Queensland Fire and Rescue Service (QFRS) and Emergency Management Queensland (EMQ). The 'Emergency' in the agency title refers to the previous EMQ employees. These employees are generally engaged under the public service awards and are not party to this award. As the agency title can change at any time it is suggested that the title of the Award reflect the industry rather than the agency. **Suggested title:** Queensland Fire Services Award – 2014

TQ: Emergency workers are no longer covered by this Award: **Suggested title:** Queensland Fire Service Award – State 2014

UFU: Title not agreed. UFU submits the relevant employees are employed in the public sector not in a "fire services industry". Title will be affected depending upon whether one or more modern awards are made.

³

UFU queries the source of the word commences. UFU seeks retention of QFRS 1.5 titled "Area of Operation".

AMOD note: "commences on" has been replaced with "operates from" to maintain consistency with other Queensland Modern Awards.

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

employee means a person who is engaged by QFES whose salary or rate of pay is fixed by this award

generic level statement means a broad, concise statement of the duties, skills and responsibilities indicative of a given classification level

increment means for all employees an increase in salary from one paypoint to the next highest paypoint within a classification level

majority of shift means the day on which the major proportion of ordinary hours is worked where the starting and finishing times of that shift occur on different days

night shift means a shift where the majority of hours fall between 1800 on one day and 0600 on the following day **(QFRS 6.5.1)**

non-continuous shift work means work regularly rotated in accordance with a roster which prescribes 2 or more shifts (day, afternoon or night) per day, but does not cover a 24 hour per day operation over a 7 day week (see continuous shift work)

paypoint means the specific rate of remuneration payable to employees within a classification level

primary employment means the usual place of work or source of income (other than employment by QFES), including self-employment, for an employee in the auxiliary firefighter stream

***Subject to the outcome of the current proceedings before the Full Bench, this award may cover auxiliary firefighters.**

public holiday has the same meaning as that provided in Schedule 5 of the Act

QES means the Queensland Employment Standards contained in Part 2 of Chapter 2A of the Act

QFES means the Queensland Fire and Emergency Service

shift work means a roster pattern that consistently provides for work to be performed 7 days per week, which may include night shifts, week-ends and public holidays

shift worker means an employee who works shift work

spread of ordinary hours has the meaning ascribed to it in clause 15.3(a)

TOIL means time off in lieu of payment for overtime

union means an industrial organisation listed in **clause 4.1(c)**.

4. Coverage

This award applies to:

- (a) Employees of QFES whose salaries or rates of pay are fixed by this award;
- (b) The Commissioner; and
- (c) The following industrial organisations:

- (i) Together Queensland, Industrial Union of Employees;
- (ii) Queensland Fire Service Senior Officers' Association, Union of Employees; and
- (iii) United Firefighters' Union of Australia, Union of Employees, Queensland,

to the exclusion of any other award.

5. The Queensland Employment Standards and this award⁴

The QES and this award contain the minimum conditions of employment for employees covered by this award.

6. Individual flexibility arrangements and facilitative award provisions

6.1 Individual flexibility arrangements⁵

(Industrial Relations Regulation Schedule 1AA Part 3)

- (a) (i) An employer and an employee covered by this award may agree to make an individual flexibility arrangement to vary the effect of the terms of this award in relation to one or more of the following matters:
 - (A) arrangements about when work is performed;
 - (B) overtime rates;
 - (C) penalty rates;
 - (D) allowances;
 - (E) leave loading; and
- (ii) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in clause 6.1(a)(i); and
- (iii) the arrangement is genuinely agreed to by the employer and employee.
- (b) The employer must ensure the terms of the individual flexibility arrangement—
 - (i) are only about matters required or permitted to be in this award; and
 - (ii) are not non-allowable provisions; and
 - (iii) must not result, on balance, in an overall reduction in the entitlements or protections the employee has under this award.

⁴ UFU: No objection; however, UFU submits this clause is superfluous and has no effect.

⁵ QFES: Seeks retention of clause 6.1 of the Preliminary Discussion Draft Version 1 in its current form, without additions. QFES objects to the inclusion of the UFU's proposed clauses. See correspondence for full submissions. UFU: Not agreed. UFU submits the combined effect of s71LA and s71NB permit the following. ***Proposed addition to clause 6.1:***

| |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.2.5 An employee is entitled to be represented during discussions about the making of a flexibility arrangement. 2.2.6 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. |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

- (c) The employer must ensure the individual flexibility arrangement—
 - (i) is in writing and signed by the employer and employee; and
 - (ii) states—
 - (A) the names of the employer and employee; and
 - (B) the terms of this award that will be varied by the arrangement; and
 - (C) how the arrangement will vary the effect of the terms; and
 - (D) how the arrangement will not result, on balance, in an overall reduction in the entitlements or protections the employee has under this award; and
 - (E) the day on which the arrangement commences; and
 - (iii) if the employee is under 18 years of age— is signed by a parent or guardian of the employee.
- (d) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) An individual flexibility arrangement may be terminated—
 - (i) by either the employee or employer giving written notice of—
 - (A) a period agreed between the parties of up to 12 months; or
 - (B) if no period has been agreed— 28 days; or²³%
 - (ii) by the employer and employee at any time if they agree in writing to the termination.

6.2 Procedures to implement facilitative award provisions⁶

Wherever facilitative provisions appear in this award which allow for determination of the conditions of employment by agreement between the chief executive and the majority of employees affected, the following procedures shall apply:

- (a) Facilitative award provisions can be negotiated between management and employees who are directly affected by such proposals.
- (b) Employees may be represented by their local union delegate/s and shall have the right to be represented by their local union official/s.
- (c) In determining the outcome from facilitative provisions, neither party should unreasonably withhold agreement.
- (d) Agreement is defined as obtaining consent of greater than 50% of employees directly affected.
- (e) Any agreement reached must be documented, and shall incorporate a review period.

PART 2—Consultation and Dispute Resolution

⁶ UFU: No objection by UFU. No comment on the Full Bench decision.

7. Consultation⁷

(Industrial Relations Regulation Schedule 1AA Part 1)

- (a) This clause applies if—
 - (i) 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
 - (ii) the change is likely to have a significant effect on some or all employees (relevant employees) of the enterprise.
- (b) The employer must notify the relevant employees of the decision to introduce the major change.
- (c) The employer is not required to—
 - (i) notify the relevant employees or a representative of the decision until the time the employer considers appropriate; or
 - (ii) 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

⁷ QFES: objects to the inclusion of the UFU's proposed clauses. See correspondence for full submissions. UFU Not agreed. UFU seeks inclusion of the clauses in the following boxes. Clause 4.5.7 below is sought on the basis that it is an incidental provision in accordance with s71NB.

4.5.7 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.

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.

UFU*: The Full Bench decision is not informative. The example given under s71OB of the pre-modernisation *District Health Award – State 2012* is patently a 'union encouragement' provision. It provides: *11.3 Union encouragement.*

11.3.1 Union encouragement: The employer recognises the right of individuals to join a union and will encourage that membership; however, it is also recognised that Union membership remains at the discretion of individuals.

The example of that particular clause is not relevant to provisions which do not directly or indirectly encourage union membership. The Regulations prescribe explicit required modern award content which requires the employer to 'recognise' an employee's union as representative. The Act must be construed in accordance with Chapter 4. The Act's prescribed required content does not indirectly encourage union membership and the proposed clause 11.2 *Union delegates* doesn't either.

- (iii) consult with the relevant employees or a representative about the decision other than in relation to implementation of the decision; or
 - (iv) disclose confidential or commercially sensitive information to the relevant employee or a representative.
- (d) The relevant employees may appoint a representative for the purposes of the procedures in this clause if the representative is a union entitled to represent the employees' industrial interests.
- (e) If—
 - (i) the relevant employees appoint a representative under clause 7(d) for the purposes of consultation; and
 - (ii) the relevant employees advise the employer of the identity of the representative,
the employer must recognise the representative.
- (f) As soon as practicable after notifying the relevant employees of the decision under clause 7(b) the employer must—
 - (i) discuss with the relevant employees—
 - (A) the implementation of the change; and
 - (B) the effect the implementation of the change is likely to have on the relevant employees; and
 - (C) measures the employer is taking to avert or mitigate the adverse effect of the implementation of the change on the relevant employees; and
 - (ii) for the purposes of the discussion—provide, in writing, to the relevant employees—
 - (A) information about the implementation of the change including the nature of the change proposed; and
 - (B) information about the expected effects of the implementation of the change on the relevant employees; and
 - (C) any other matters regarding the implementation of the change likely to affect the relevant employees.
- (g) The employer must give prompt and genuine consideration to matters raised about the implementation of the major change by the relevant employees.
- (h) In this clause, a major change is likely to have significant effect on employees if it is likely to result in—
 - (i) the termination of the employment of employees; or
 - (ii) a major change to the composition, operation or size of the employer's workforce or the skills required of employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

- (iv) an alteration of hours of work; or
- (v) the need to retrain employees; or
- (vi) the need to relocate employees to another workplace; or
- (vii) the restructuring of jobs.

UFU PROPOSAL [24/9/2014]

3.1.9 The parties to the dispute agree to be bound by the decision made by the commission in accordance with this term.

3.1.10 The Union shall notify the QFES Commissioner in writing of its duly accredited delegates.

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

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.

8. Dispute resolution⁸

8.1 Procedure for resolution of disputes arising under this award or the QES

(Industrial Relations Regulation Schedule 1AA Part 2)

- (a) This clause applies to a dispute regarding—
 - (i) a matter arising under this award; or
 - (ii) the QES.

⁸ QFES objects to the inclusion of the UFU's proposed clauses. See correspondence for full submissions.
UFU: Not agreed. UFU believe that, although the subclause 8.1(h) must be included verbatim, the verbiage of the regulation may be suitable for a certified agreement, but is unlikely to have any effect in an award made by the tribunal.
Proposed clauses: see table above.

UFU*: As per the submissions in relation to clause 7. The proposed clause 11.3 Industrial relations education leave does not offend any part of the Act. No party has identified an offending provision. The proposed clause 3.1.10 is an existing award provision imposing an obligation on the UFU. Its retention does not offend the Act. Further, now that certain specific prescribed content has been mandated for inclusion in awards, its retention is necessary to give practical effect to the prescribed content (e.g. clauses 7(d) and 8.1(b) in the 1st Preliminary Discussion Draft).

- (b) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause if the representative is a union entitled to represent the employee's industrial interests.
- (c) 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 the relevant supervisors or management, or both.
- (d) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the commission.
- (e) The commission may deal with the dispute as follows—
 - (i) the commission may first attempt to resolve the dispute as it considers appropriate, including mediation, conciliation, expressing an opinion or making a recommendation;
 - (ii) if the commission does not resolve the dispute under clause 8.1(e)(i), the commission may then deal with the dispute in accordance with its jurisdiction under the Act.

Note—

- 1. If the commission arbitrates the dispute, it may also use the powers that are available to it under the Act.
- 2. Chapter 9 of the Act provides for appeals against particular decisions made by the commission.
- (f) While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act.
- (g) 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.
- (h) The parties to the dispute agree to be bound by a decision made by the commission in accordance with this clause.

8.2 Procedure for resolution of individual disputes

(Standard Provision affirmed by Full Bench when making the QPSOMA)

- (a) The matters to be dealt with under this procedure include all grievances or disputes between an employee and an employer in respect to any industrial matter **other than** a dispute regarding a matter arising under this award or the QES, which are to be dealt with in accordance with clause 8.1. The procedure applies to a grievance or dispute involving a single employee or any number of employees.
- (b) The objective of this dispute resolution procedure shall be to avoid disputes by the resolution of issues through measures based on consultation, co-operation and discussion and to avoid interruption to the performance of work and consequential loss of production and salaries.
- (c) In the event of an employee/s having a grievance or dispute the employee/s shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the grievance or dispute concerns alleged actions of the immediate supervisor or allegations of sexual harassment the employee/s may bypass this level in the procedure.

- (d) If the grievance or dispute is not resolved, the employee/s or their representative may refer the matter to the next higher level of management for discussion. Such discussion should take place as soon as possible after the request by the employee/s or their representative.
- (e) If the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the commission in accordance with the provisions of the Act.
- (f) Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue. Further, the *status quo* existing before the emergence of the grievance or dispute is to continue whilst the disputes procedure is being followed.
- (g) All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the commission with a view to the prompt settlement of the dispute.
- (h) Any Order or Decision of the commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- (i) Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

PART 3—Types of Employment and Termination of Employment

9. Types of employment

An employee may be employed as follows:⁹

- (a) Career firefighter stream – full-time, part-time basis or casual basis; or
- (b) Communications stream – full-time, part-time or casual basis; or
- (c) Rural stream – full-time, part-time or casual basis; or
- (d) Auxiliary firefighter stream – casual basis,

subject to the provisions of the *Fire and Emergency Services Act 1990*.

***Subject to the outcome of the current proceedings before the Full Bench, this award may cover auxiliary firefighters and communications officers.**

Note: In accordance with s71OJ(a) a modern industrial instrument cannot restrict the type of engagements that are available.

9.1 Full-time employment

A full-time employee is an employee who is engaged to work an average of 40 hours per week, unless 38 hours per week is specified elsewhere in this award.

9.2 Part-time employment

- (a) A part-time employee is an employee who:

⁹ QFES proposes that the career firefighter stream be called the “fire and rescue stream” and the “rural stream” be called the “rural fire service stream in order to reflect the respective streams in a more equitable manner. (See also footnote 1)

- (i) is engaged to work an average of between 8 and 32 ordinary hours each week; and
Does (i) restrict flexible rostering arrangements (s71OJ(b))?¹⁰
- (ii) receives, on a *pro rata* basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (b) For each ordinary hour worked, a part-time employee will be paid no less than 1/40th of the minimum weekly rate of pay for their classification.
- (c) All time worked by a part-time employee in excess of the agreed hours on any one day is to be paid at the appropriate overtime rate prescribed in **clause 18.2. (QFRSCC 4.2.2)**

9.3 Casual employment

- (a) (i) a casual employee is an employee who is engaged and paid as such.
- (ii) each casual engagement stands alone with a minimum payment to be made in respect to each engagement as prescribed in the following table.
- (iii) Table:

| Stream | Minimum payment |
|----------------------------------------------|-----------------------------|
| Career firefighter and Communications | As for 3 hours' work |
| Rural | As for 2 hours' work |
| Auxiliary firefighter | As for 1 hours' work |

SO clause 4 provides a minimum payment as for 1 hours' work in all circumstances. IA clause 6.6.1 provides a minimum payment as for 2 hours' work but only for attendance at "call-ins" (emergency incidents).

- (b) For each hour worked a casual employee will be paid no less than:
 - (i) 1/38th of the minimum weekly rate of pay for their classification, where an equivalent full-time employee's ordinary hours of work are 38 hours per week; or
 - (ii) 1/40th of the minimum weekly rate of pay for their classification, where an equivalent full-time employee's ordinary hours of work are 40 hours per week,
 plus a casual loading of 23%.
- (c) The casual loading of 23% is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment. The loading constitutes part of the casual employee's salary for the purpose of calculating overtime, weekend penalties, public holiday and shift payments, where relevant.¹¹

¹⁰ TQ: No. it defines a category of employment, the employer is free to roster as they see fit within the confines of the category. Otherwise being part-time in itself would also restrict flexible rostering.

UFU: No.

QFES: Clause 9.2(a)(i) as it currently stands is inconsistent with the wording in other modern awards. **Proposed clause:**

- | |
|-------------------------------------------------------------------------------------------------|
| (i) is engaged to work less than the ordinary hours worked by an equivalent full time employee. |
|-------------------------------------------------------------------------------------------------|

UFU*: Clause 9.2(a) of the Queensland Public Service Award – State 2014 is irrelevant. The definition does not offend any part of the Act and is essential to define what part time employment is. A definition of ordinary hours for part time employment does not restrict flexible rostering. An award can include provisions for hours to be worked outside of ordinary hours.

¹¹ UFU: Not agreed. There is no requirement to explain the constitution of the percentage casual loading. The current casual loading of 23% in the *QFRS Communications Centre Award – State 2012* (and probably most other state awards)

- (d) Casual employees are eligible for payment of salary increments in accordance with the provisions of clause 12.9(a)(iii).
- (e) The long service leave entitlement of casual employees is recorded in clause 22.

How should casual employees be remunerated for public holiday and weekend work?¹²
What other award entitlements should be afforded to casual employees in any/all streams?

9.4 Probationary employment

- (a) Except where the employer and an employee agree to a different period or no period of probation prior to commencement of employment, the engagement of a full-time or part-time employee will in the first instance be subject to a probationary period of 6 months' duration. If a period of probation of longer than 6 months is agreed, it must:
 - (i) be agreed in writing; and
 - (ii) be a reasonable period having regard to the nature and circumstances of the employment.
- (b) The employer may terminate the employment of an employee who is on probation at any time during the probationary period.
- (c) Where an employee's service is considered satisfactory or where an employee's service exceeds the designated probationary period or agreed extension the employee's appointment will be deemed to be confirmed.

Should the standard probationary period be 6 months or 3 months? Why?¹³

9.5 Anti-discrimination¹⁴

This is the standard anti-discrimination clause that has been included in all modern awards.

- (a) In fulfilling their obligations under this award, the parties must take reasonable steps to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects. Discrimination includes:
 - (i) 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 any of the above attributes;
 - (ii) sexual harassment; and
 - (iii) racial and religious vilification.
- (b) Nothing in clause 9.5 is to be taken to affect:

is not paid in lieu of the incidences cited. It is particularly not attributed to, or paid in lieu of, "the attributes of full time or part time employment". The draft clause is incorrect, unnecessary and should be deleted.

¹² TQ: IAW extant weekend rate provisions within the Award

UFU: As per existing entitlements. This is currently a matter for discussion between QFES and UFU.

QFES: QFES currently have casual communications officers and rural fire officers. These officers are remunerated at the appropriate rates for weekends and public holidays. QFES does not believe there is a requirement for any further information to be included with regards to casual conditions.

¹³ TQ: 3 months - same as QPSOMA

UFU is unaware of a requirement for a probationary period to be prescribed in a modern award.

¹⁴ UFU: No objection.

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

10. Termination of employment¹⁵

All clauses in part 10 (other than 10.1) are standard clauses.

Notice of termination is provided for in Division 9 of the QES. Clauses 10.1 to 10.5 supplement the QES provisions.

10.1 Notice by the employer¹⁶

Option 1:

Notice of termination by the employer is provided for in Division 9 of the QES.

Option 2:

- (a) The minimum period of notice by the employer to an employee in the career firefighter stream with not more than 3 years of continuous service is 2 weeks. **(QFRS 4.4.2(b))**
- (b) The minimum period of notice by the employer to an employee in the **communications**, rural or **auxiliary** firefighter streams is provided for in Division 9 of the QES.

10.2 Notice of termination by an employee¹⁷

Unless otherwise agreed between the employer and an employee the notice of termination required by an employee, other than a casual employee, will be 2 weeks or 2 weeks' salary forfeited in lieu. If an employee fails to give the required notice the employer will have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of salary for the period of notice.

10.3 Notice cannot be offset¹⁸

¹⁵ UFU: refer to correspondence to DP Bloomfield dated 15/4/2014

¹⁶ QFES prefers option 1 and has no other comments in relation to this provision.

SOU: The SOU consider the first option to be the most appropriate. The SOU does not consider it necessary to alter this provision, particularly given the Act does not require the clause to contain different content than what currently exists. The SOU does not consider that maintaining the current notice provisions will adversely impact the modernisation process, nor is it inconsistent with the purpose of the modernisation process.

AMOD note: The intention of Option 2 is to reflect the existing arrangement whereby the minimum notice period for employers to afford to employees with not more than 1 years' service is 2 weeks (compared with the QES which provides a minimum period of only 1 week for these employees in accordance with section 71KC(1)(a)(i)).

UFU: Draft provisions illustrates impracticability of "combining awards". The UFU submits it is more sensible to maintain separate awards. In the event of a "single award" being considered, then an amalgamated common clause would be more suitable. **Proposed clause:**

Notice of termination by the employer is provided for in Division 9 of the QES. The following provision supplements the QES.

(a) The minimum period of notice by the employer to an employee with not more than 3 years of continuous service is 2 weeks.

¹⁷ UFU agrees

¹⁸ UFU agrees

In the absence of mutual agreement between the employer and the employee, annual leave or any part thereof cannot be considered as or nominated as notice for the purpose of giving notice of termination of employment.

10.4 Job search entitlement¹⁹

Where the employer has given notice of termination to an employee, for reasons other than redundancy, the employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

10.5 Statement of employment²⁰

The employer will, in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

11. Redundancy²¹

All clauses in part 11 are standard clauses.

11.1 Redundancy pay

Redundancy pay is provided for in Division 9 of the QES. Clauses 11.2 to 11.4 supplement the QES provisions.

11.2 Transfer to lower paid duties²²

- (a) Where an employee is transferred to lower paid duties by reason of redundancy the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under the redundancy pay provisions of the QES.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including, for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.

¹⁹ UFU agrees

²⁰ UFU agrees

²¹ QFES has no comment as the provisions of the Directive apply to QFES through the Public Service Regulation. UFU: refer to correspondence to DP Bloomfield dated 15/4/2014. **Proposed addition:**

| |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The provisions of clause X 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 s54 of the Public Service Act where the Directive provides for entitlements that are superior to clause X. |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

²² UFU agrees

11.3 Employee leaving during notice period²³

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

11.4 Job search entitlement²⁴

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee must, at the request of the employer, produce proof of attendance at an interview or the employee will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- (c) Clause 11.4 applies instead of clause 10.4 in cases of redundancy.

PART 4—Minimum Salary Levels, Allowances and Related Matters

12. Classifications and minimum salary levels²⁵

12.1 Classification structure

Employees covered by this award are to be classified into one of the following four streams in accordance with clause 12.2:

- (a) Career firefighter stream.
- (b) Communications stream.
- (c) Rural stream.
- (d) Auxiliary firefighter stream.

***Subject to the outcome of the current proceedings before the Full Bench, this award may cover auxiliary firefighters and communications officers.**

12.2 Allocation to stream and classification levels

- (a) Allocation of employees to the career firefighter, communications, rural and auxiliary firefighter streams and to classification levels within those streams shall be in accordance with the generic level statements contained in Schedule 1. These statements reflect the degree of complexity and responsibility of duties, skills and knowledge proceeding from the lowest to the highest classification levels. Their purpose is to provide an indication as to the classification level appropriate to any packaging of duties.

²³ UFU agrees

²⁴ UFU agrees

²⁵ UFU: 'Streams' do not substantially provide materially different effect from maintaining separate awards other than to complicate a 'single award' document. The UFU and the QFES will discuss updated classification structures. QFES suggests that the stream names be changed to "fire and rescue stream" and "rural fire service stream".

***Subject to the outcome of the current proceedings before the Full Bench, this award may cover auxiliary firefighters and communications officers.**

- (b) Where a new position is created and its allocation cannot be determined the matter may be discussed with the relevant employee(s) and, where requested, their representative, and/or referred to the commission for resolution.
- (c) 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. **(QFRS & QFRSCC 5.1.1)**

12.3 Movement between classification levels

Movement between classification levels will be:

- (a) For employees in the career firefighter, rural and auxiliary firefighter streams – subject to satisfactory performance assessment and satisfaction of the prerequisites of the level as prescribed in **Schedule 1**; and **(QFRS 5.1.7)**
- (b) For employees in the communication stream – based on appointment on merit to advertised vacancies and subject to satisfactory performance assessment and satisfaction of the prerequisites of the level as prescribed in **Schedule 1. (QFRSCC 5.1.8)**

12.4 Movement within classification levels - increments

Movement within classification levels will be subject to satisfactory performance assessment and satisfaction of the prerequisites of the paypoint as prescribed in **Schedule 1. (QFRS 5.1.7 & QFRSCC 5.1.7)**

12.5 Minimum salary levels

- (a) Salaries shall be paid fortnightly and may at the discretion of the commissioner be paid by electronic funds transfer.
- (b) The minimum salaries payable to employees covered by this award, including employees under 21 years of age, are prescribed in the table below.
- (c) Table:²⁶

| Classification (from existing awards' generic level descriptors) | Position title (from existing awards' salary tables) | Award rate¹ per fortnight² | Award rate per annum³ |
|---------------------------------------------------------------------------------|---------------------------------------------------------------------|-------------------------------------------------------------|---------------------------------------------|
| | | | |

²⁶ The SOU submits that the proposed classification structure is over-complicated. In particular, the SOU considers, at least with respect to the senior positions in the career firefighter stream, that there is no need for the "classification" column. Rather, the "position title" (i.e. "Superintendent") is the classification. The SOU considers that by adding an additional layer of "classification", as opposed to maintaining the titles as the classification, the document will be unnecessarily confusing and it not easily identifiable into which classification an employee fits. With respect to the role descriptors, the SOU asserts that the generic role descriptors in the existing award, insofar as they apply to senior officers, are outdated and irrelevant. The SOU does not consider it appropriate that these role descriptors be relied upon for the modern award. The SOU also notes that the pay rates in the table in the exposure draft are not consistent with the pay rates in the existing award. The Senior Officers Review in 2011, an internal review, led to the streamlining and modernisation of, among other things, classifications position descriptions for senior officers. Subsequently, new generic role descriptors were created and approved for senior officers. Accordingly, the SOU submits it would be more appropriate for the role descriptors developed through the Senior Officers Review to form the basis of the modern award role descriptors.

QFES: Suggested change – remove the first column of each table. Note: QFES calculations generate a different annual rate.

| Career firefighter stream | | | |
|-----------------------------------------|-----------------------------|-------|---------|
| Career firefighter, level 1, paypoint 1 | Recruit Firefighter | 1,526 | 39,812 |
| Career firefighter, level 1, paypoint 2 | Firefighter | 1,825 | 47,612 |
| Career firefighter, level 1, paypoint 3 | Firefighter First Class | 1,962 | 51,187 |
| Career firefighter, level 1, paypoint 4 | Senior Firefighter | 2,071 | 54,030 |
| Career firefighter, level 1, paypoint 5 | Leading Firefighter | 2,202 | 57,448 |
| Career firefighter, level 2, paypoint 1 | Station Officer 1 | 2,401 | 62,640 |
| Career firefighter, level 2, paypoint 2 | Station Officer 2 | 2,476 | 64,596 |
| Career firefighter, level 2, paypoint 3 | Station Officer 3 | 2,567 | 66,970 |
| Career firefighter, level ? | Building Approval Officer 1 | 2,858 | 74,562 |
| Career firefighter, level ? | Building Approval Officer 2 | 2,952 | 77,015 |
| Career firefighter, level ? | Inspector | 4,196 | 109,469 |
| Career firefighter, level ? | Superintendent | 4,580 | 119,488 |
| Career firefighter, level ? | Chief Superintendent | 4,828 | 125,958 |

| Communication stream | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|-------|--------|
| Fire communications officer level 1, paypoint 1 | Communications Officer 1 | 1,632 | 42,577 |
| Fire communications officer level 1, paypoint 2 | Communications Officer 2 | 1,936 | 50,508 |
| Fire communications officer level 1, paypoint 3 | Communications Officer 3 | 2,007 | 52,361 |
| Fire communications officer level 1, paypoint 4 | Communications Officer 4 | 2,081 | 54,291 |
| Fire communications officer level 2, paypoint 1 | Communications Supervisor 1 | 2,639 | 68,849 |
| Fire communications officer level 2, paypoint 2 | Communications Supervisor 2 | 2,715 | 70,832 |
| Fire communications officer level 2, paypoint 3 | Communications Supervisor 3 | 2,791 | 72,814 |
| Fire communications officer level 2, paypoint 4 | Communications Supervisor 4 | 2,866 | 74,771 |
| ? | Communications Manager [^] | 3,466 | 90,424 |
| [^] Communications Manager base rate includes a loading of 20% paid in lieu of any provisions for on-call and call-back requirements, overtime, out of hours work and work at night or weekends. | | | |
| Rural stream | | | |
| Rural fire management officer, level 1, paypoint 1 | Rural fire management officer level 1 | 1,700 | 44,351 |

| | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|-------|--------|
| Rural fire management officer, level 1, paypoint 2 | Rural fire management officer level 1 | 1,894 | 49,413 |
| Rural fire management officer, level 1, paypoint 3 | Rural fire management officer level 1 | 2,056 | 53,639 |
| Rural fire management officer, level 1, paypoint 4 | Rural fire management officer level 1 | 2,214 | 57,761 |
| Rural fire management officer, level 1, paypoint 5 | Rural fire management officer level 1 | 2,332 | 60,840 |
| | | | |
| Rural fire management officer, level 2, paypoint 1 | Rural fire management officer level 2 | 2,688 | 70,127 |
| Rural fire management officer, level 2, paypoint 2 | Rural fire management officer level 2 | 2,769 | 72,240 |
| Rural fire management officer, level 2, paypoint 3 | Rural fire management officer level 2 | 2,867 | 74,797 |
| | | | |
| Rural fire management officer, level 3, paypoint 1 | Inspector 1 | 3,301 | 86,120 |
| Rural fire management officer, level 3, paypoint 2 | Inspector 2 | 3,398 | 88,650 |
| Rural fire management officer, level 3, paypoint 3 | Inspector 3 | 3,512 | 91,625 |
| | | | |
| Rural fire management officer, level 4 | Superintendent | ? | ? |
| *Award rates of pay for employees in the rural stream are “total rates of pay” which include compensation for working irregular hours at night time and on weekends and for being on call. | | | |

Notes:

¹ Includes the arbitrated wage adjustment payable under the 1 September 2014 Declaration of General Ruling.

² Rounded to the nearest dollar.

³ Annual salaries are for reference purposes only.

| Classification | Position title | Award rate per hour (base) ⁴ | Award rate per hour (including 23% casual loading) ⁴ |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|-----------------------------------------|-----------------------------------------------------------------|
| Auxiliary firefighter stream | | | |
| | | | |
| Auxiliary firefighter, level 1, grade 1 | Auxiliary firefighter grade 1 ⁺ | TBA | TBA |
| Auxiliary firefighter, level 1, grade 2 | Auxiliary firefighter grade 2 ⁺ | TBA | TBA |
| Auxiliary firefighter, level 2 | Lieutenant ⁺ | TBA | TBA |
| Auxiliary firefighter, level 3 | Captain | TBA | TBA |
| *Level 1 and level 2 employees in the auxiliary firefighter stream may also be appointed to the positions of Auxiliary Community Safety Officer and Auxiliary Area Training Co-ordinator. | | | |

Notes:

⁴ Includes the arbitrated wage adjustment payable under the 1 September 2014 Declaration of General Ruling.

~See the + footnote above: Schedule A of the Standing Order does not provide rates for the position titles Auxiliary Community Safety Officer and Auxiliary Area Training Coordinator, but these position titles were listed in the IA. QFES advises these position titles were created for a specific purpose but have never been 'put to use'. These positions would be open to employees in the Auxiliary Firefighter Grade 1 and 2 and Lieutenant classification levels. Accordingly, I have included a reference to these positions for completeness however it may not be necessary or appropriate for a modern award.

~Generic level descriptors do not currently exist for the following position titles that are listed in the existing awards' salary tables:

- o Communications Manager
- o BAO
- o Chief Superintendent.

However, QFES advises that roles descriptions are available for some of these positions.

12.6 Incidental and peripheral tasks²⁷

An employer may direct an employee to carry out duties that are within the particular employee's skill, competence and training provided:

- (a) The direction does not affect the employee's entitlement to higher or other duties allowances provided in this award; and
- (b) All such directions are consistent with the employer's responsibilities to provide a safe and healthy working environment.

This is the standard clause from other modern awards. It is consistent with the QFRS Award 5.1.4.

12.7 Performance of higher duties

- (a) Career firefighter stream

- (i) subject to clause 12.7(a)(ii), an employee directed to temporarily fill a position for more than 2 consecutive working days or shifts at a higher classification level within the firefighting stream shall be paid extra remuneration at the first paypoint of the classification level of the position being temporarily filled.
- (ii) an employee substantively employed at a firefighter classification level or the station officer classification level, who is directed to temporarily fill for a period that equals or exceeds 1 full working day or shift at a higher classification level within the career fire fighter stream shall be paid extra remuneration at the first paypoint of the classification level of the position being temporarily filled for each full day or shift completed in that position.

- (b) Communication stream

²⁷ UFU: Draft provisions illustrate the impracticability of "combining awards". The UFU submits it is more sensible to maintain separate awards. In the event of a "single award", an amalgamated clause would be more sensible. **Proposed clause:**

- (a) When an employee is appointed to relieve in a position at a higher classification level, payment shall only be at the higher rate when the period of relieving exceeds one consecutive day or shift.
 - (b) Where the period of relieving exceeds one consecutive day or shift, the higher payment shall be at the rate of the first pay point in the higher classification level and shall be paid for the entire period spent relieving.

An employee directed to temporarily fill a position for a period that equals or exceeds 1 full working day or shift at a higher classification level within the communication stream shall be paid extra remuneration at the first paypoint of the classification level of the position being temporarily filled for each full day or shift completed in that position.

(c) Rural stream **(QFRS S4.1)**

- (i) subject to **clause 12.7(c)(ii)**, an employee who relieves another employee at a higher classification level and assumes the duties and responsibilities of the higher classification level, shall be paid at the first paypoint of the classification level of the position in which they are relieving for the whole of the time worked, with a minimum payment as for 4 hours' work.
- (ii) where an employee is relieving another employee during the 48 hours that the employee is rostered off each week, **clause 12.7(c)(i)** does not apply.

(d) Auxiliary firefighter stream

An employee directed to temporarily fill a captain or lieutenant position shall be paid extra remuneration at the classification level of the position being temporarily filled. **(IA 4.2.1 – 4.2.3 & SO 5)**

12.8 Payment of wages

- (a) Payment of wages shall be made fortnightly.
- (b) Wages shall be paid by electronic funds transfer or direct deposit to an employee's nominated accounts unless otherwise agreed between the employer and the employee concerned.

13. Allowances

(a) Aerial appliance driver's allowance – career firefighter stream **(QFRS 5.4.3)**

- (i) an employee in the career firefighter stream shall be paid an allowance of \$1.41 per shift where the following circumstances arise:
 - (A) the employee is required to take responsibility for an aerial appliance; and
 - (B) the employee may be required to drive the aerial appliance in responding to an emergency incident; and
 - (C) the employer has deemed the employee to be proficient in the operation of the aerial appliance in accordance with prescribed criteria.
- (ii) For the purpose of **clause 13.1(?)i)** **aerial appliance** means a telescopic aerial pumper, a hydraulic ladder platform or a high reach aerial appliance.

(b) Captain's allowance **(IA 4.2.4 & 5.3.1, SO 4.6 & SO Schedule A.2)**

- (i) an auxiliary firefighter level 3 who is engaged at a station at which there are less than two full-time employees in the career firefighter stream engaged, shall be paid an annual allowance as prescribed in the table below:

| Urban level Population ¹ | Captain's allowance (per annum) ² |
|----------------------------------------|-------------------------------------------------|
| 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 |

Notes

¹ The population statistics applicable to urban levy boundaries shall be sourced from the latest Australian Bureau of Statistics National Census. Alterations to allowance payments resulting from population movements, shall be at the discretion of the Commissioner, QFRS and subject to relevant public sector approval processes. (SO 4.6.2)

² The value of the Captain's allowance shall be reviewed in conjunction with periodical remuneration negotiations. (SO 4.6.3)

***What is an appropriate mechanism/process for reviewing/revising the amounts in the above table?**

- (ii) an employee who is relieving an auxiliary firefighter level 3 in receipt of an allowance prescribed in clause 13.1(b)(i), shall receive pro-rata payment of such allowance equal to 1/365 of the annual allowance for each day of relief. (IA 4.2.4(a) & SO 5.3)
 - (iii) an auxiliary firefighter level 3 in receipt of an allowance prescribed in clause 13.1(b)(i) who takes an approved leave of absence for in excess of 28 days shall not receive such allowance for the period of leave in excess of 28 days. (IA 4.2.4(b) & SO 5.3)
 - (iv) an auxiliary firefighter level 3 who, due to a change in station staffing strategies, ceases to be eligible for an allowance prescribed in clause 13.1(b)(i), shall paid the allowance they were receiving immediately prior to the change, for a period of 12 months from the date of the change. (SO 4.6.4.1)
 - (v) an auxiliary firefighter level 3 who transfers to an auxiliary firefighter level 3 position at a different station, shall be paid the allowance applicable to the new station, if any, as prescribed in clause 13.1(b)(i) from the date of the transfer. (SO 4.6.4.2)
 - (vi) where an auxiliary firefighter level 3 in receipt of an allowance prescribed in clause 13.1(b)(i) is demoted or transferred, either voluntarily or for misconduct, to classification other than auxiliary firefighter level 3, payment of the allowance will cease from the date of demotion or transfer. (SO 4.6.4.3 & 4.6.4.4)
 - (vii) the Captain's allowance shall be paid in arrears at the rate of 1/12 of the annual rate per month. (SO 4.6.1)
 - (viii) the Captain's allowance shall be paid as compensation for the following types of responsibilities:
 - (A) Ensuring necessary repair and maintenance of station and equipment;
 - (B) Completion of timesheets on behalf of auxiliary station staff;
- Should "auxiliary station staff" be replaced with "employees in the auxiliary firefighter stream"?**
- (C) Handling telephone and general public enquiries;

- (D) Coordination of core operational skills/competency training sessions;
- (E) Coordination of school/community education and activities;
- (F) Liaison with local community group, businesses, QFES Area, Regional and Head Office staff; and
- (G) General station administration and correspondence responsibilities.

- (c) Motor vehicle allowance

Does QFES apply the Public Service Commission's Domestic travel directive?²⁸

- (d) Mount Isa locality allowance²⁹ **(QFRS 5.4.1 & QFRSCC 5.4.1)**

- (i) an employee in the career firefighter or **communications** stream who is employed in Mount Isa shall receive the following amounts in addition to their ordinary rates of pay:

(A) an employee in the career firefighter stream - \$66.00 per fortnight.

(B) **an employee in the communications stream - \$91.60 per fortnight.**

(C) all other employees – none.

- (ii) The amount prescribed in **clause 13.1(d)(i)** 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.

***Would it be inconsistent with other modern awards to retain this unique locality allowance?³⁰**

- (e) Overtime meal allowances and meal breaks – employees in the career firefighter and **communications streams³¹ (i) – (v) are standard clauses included in all modern awards**

²⁸ QFES: yes, the Directive is applied. With regards to Directives, as QFES employees are not public service officers the directive does not apply to them automatically; rather they are applied through regulation, the award or administratively by the QFES Commissioner. This directive is applied through the current award. If there is not reference to it in the Award, how is it applied?

²⁹ QFES: The rate should be \$91.60. Is it necessary for reference to communications officers to remain in the award when QFES no longer has a communications centre in Mt Isa? Note: QFES does not applied the Locality Allowance Directive across the board.

³⁰ UFU: Modern awards applicable to the fire and emergency services would exclude the operation and relevance of modern awards applicable to other agencies.

³¹ QFES agrees with the provision within the draft modern award as would have significant cost impost to QFES to apply. That is, we regularly have employees doing overtime on rostered days off, on full shifts etc. QFES would suggest retaining the current provision:

- (i) an employee working day work required to work overtime for:
 - (A) more than 2 hours after ordinary ceasing time or for more than one hour continuing beyond 1800 on any normal working day; or
 - (B) more than 4 hours on a Saturday or Sunday;shall be provided with an adequate meal at the employer's expense or paid a meal allowance of \$12.10 in lieu of the provision of such meal.
- (ii) a shift worker required to work overtime for:
 - (A) more than 2 hours after ordinary ceasing time on any normal working day; or
 - (B) more than 4 hours on a **rostered day off**;shall be provided with an adequate meal at the employer's expense or paid a meal allowance of \$12.10 in lieu of the provision of such meal.
- (iii) for the purposes of **clause 13.1(?) (ii) rostered day off** includes the 2 days in 7 not part of ordinary working hours, e.g. Saturday and Sunday for employees whose ordinary working days are Monday to Friday.
- (iv) where the employer requires the employee to continue working for a further 4 hours of continuous overtime work in any of the situations mentioned in clauses 13(i)(i) or (ii), the employee will be entitled to a 30 minute meal break and either provided with an adequate meal at the employer's expense or paid an additional meal allowance of \$12.10.³²
- (v) where an employee has been given notice to work overtime on the previous working day or prior thereto, and has brought to work a prepared meal and such overtime is cancelled, the employee shall be paid a meal allowance of \$12.10 for such prepared meal.
- (vi) **where an employee is off duty and is recalled for duty during a normal meal time, the employee shall be paid a meal allowance of \$12.10 for each such recall. (QFRS 5.4.2 & QFRSCC 5.4.2)**
- (vii) for the purposes of **clause 13.1(?) (vii)** a **normal meal time** may be any of the following periods:
 - (A) between 0700 and 0800;

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 \$9.60
- (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 \$9.60 for such meal.
- (c) Employees recalled for duty during any normal mealtime in off-duty hours shall be paid a meal allowance of \$9.60 for each such recall.
- (d) For the purposes of clause 5.4.2 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.

³² QFES This provision is only for Communications Officers.

(B) between 1200 and 1400; or

(C) between 1730 and 1900.

(f) Preserved allowances - auxiliary firefighter stream (SO 4.7)

The preserved allowances in SO 4.7 have not been included in this draft. QFES advises 17 employees are still in receipt of this allowance.

***Is it appropriate to retain a sunset clause from previous document in a “modern award”?**

(g) Payment of allowances³³

Payment of all allowances shall be made to the employee concerned on the appropriate pay day within 6 weeks following application by the employee.

(h) Adjustment of allowances

(i) other than the expense related allowances at clauses 13(c) and (e), respectively, all other allowances specified in clause 13 will be automatically increased from the same date and in the same manner as such monetary allowances are adjusted in any State Wage Case decision or other decision of the commission adjusting minimum wage rates in this award.³⁴

(ii) also at the time of any adjustment to the wage rates in this award, expense related allowances at clauses 13 (c) and (e), respectively will be automatically increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.³⁵

(iii) the applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows³⁶:

| <u>Allowance</u> | <u>Applicable Consumer Price Index figure</u> |
|-------------------------|-----------------------------------------------|
| Overtime meal allowance | Take-away and fast foods sub-group |
| Motor vehicle allowance | Private motoring sub-group |

14. Superannuation³⁷

(a) 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).

(b) 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

³³ UFU does not agree. This clause does not seem to appear in either the QFRS or QFRSCC. We are not advised as to its source. Who has proposed this and on what basis?

³⁴ UFU believes work related allowances should be adjusted in accordance with the “Queensland Minimum Wage”.

Proposed clause:

The allowance will be increased annually by the same percentage increase applied to the ‘Queensland Minimum Wage’, and from the same date.

³⁵ UFU agrees

³⁶ UFU agrees

³⁷ UFU: No objection.

directed, the employer will direct contributions to such fund as prescribed by the abovementioned Queensland legislation.

PART 5—Hours of Work, Breaks, On Call, Overtime, Shift Work, Weekend Work

15. Hours of work

15.1 Ordinary hours of duty

- (a) The maximum ordinary hours of duty for all employees covered by this award shall be as recorded in the table below:

| Stream | Average ordinary hours of work per week | Maximum ordinary hours of work per day |
|-----------------------------------------------------------------------------------------------------------|-----------------------------------------|----------------------------------------|
| (i) career firefighter stream | | |
| (A) residential training courses | 40 | 10 |
| (B) recruit training courses | 40 | 10 |
| (C) all other duties | 40 | 14 |
| (ii) communications stream | | |
| (A) residential training courses | 40 | 10 |
| (B) all other duties | 40 | 14 |
| (iii) rural stream | | |
| (A) full-time and part-time employees | 38 | 10 |
| (B) casual employees | 38 | 7.6 |
| (iv) auxiliary firefighter stream *No maximum hours were stipulated in the IA or the SO. | not applicable | ? |

- (b) Except where an employee is participating in training, the ordinary hours prescribed in **clause 15.1(a)** shall be worked as prescribed below:

- (i) career firefighter and **communications streams** – **(QFRS & QFRSCC 6.1.1 & 6.1.2)**

- (A) 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.
- (B) wherever practicable, days off shall be taken consecutively.
- (C) a continuous shift work roster shall provide a minimum of 8 hours break between the finish of ordinary hours on one day and the commencement of ordinary hours on the following day.
- (D) unless otherwise provided in a shift work roster, full-time employees will work an 8 week 320 hour cycle and the pattern of working hours shall be determined by the employer.

- (E) a part-time employee will work a minimum of 8 and a maximum of 32 hours per week, on average over the roster cycle and the pattern of working hours shall be determined by the employer.

***Do (D) and (E) offend s71OJ(vi) by restricting flexible rostering arrangements?³⁸**

- (F) a casual employee shall receive a minimum payment for each engagement in accordance with clause 9.3.

(ii) rural stream – **(QFRS S4.1.1 & S4.1.2)**

- (A) ordinary hours of duty shall be nominally 304 hours in an 8 week period.
- (B) ordinary hours of duty shall be worked on 10 days out of each 14-day period with an average of 7.6 hours worked per day, managed flexibly.
- (C) on average an employee covered by these conditions may be expected to have an average of one full weekend and 2 part weekends over an 8 week cycle impacted by work.
- (D) a maximum of 14 nights may be impacted by work in an 8 week cycle. These nights will usually be worked as an average of 4 nights per fortnight.
- (E) a part-time employee will work a minimum of 8 and a maximum of 32 hours per week, on average over the roster cycle and the pattern of working hours shall be determined by the employer.

***Do (D) and (E) offend s71OJ(vi) by restricting flexible rostering arrangements?³⁹**

- (F) a casual employee shall receive a minimum payment for each engagement in accordance with clause 9.3.

(iii) auxiliary firefighter stream – as determined by the employer

15.2 Spread of ordinary hours of duty

Unless the employer and the employee agree otherwise, the spread of ordinary hours of duty for shall be 0000 to 2400 Monday to Sunday, or other spread of hours as recorded in the table below:

| Stream | Spread of ordinary hours |
|-------------------------------------------------|--------------------------------|
| (a) career firefighter stream | |
| (i) when attending residential training courses | 0800 to 2200, Monday to Friday |
| (ii) when attending recruit training courses | 0800 to 1700, Monday to Friday |
| (b) communications stream | |
| (i) when attending residential training courses | 0800 to 2200, Monday to Friday |

³⁸ UFU: No

³⁹ TQ: They are allowable by virtue of s71NB of the Act as they are incidental and necessary to give context to the "Total Rates" of pay provisions of clause 12.5. Award rates of pay for employees in the rural stream are "total rates of pay" which include compensation for working irregular hours at night time and on weekends and for being on call.

| | |
|------------------------------------------|--------------------------------|
| (c) rural stream (i) at all times | 0800 to 2200, Monday to Sunday |
|------------------------------------------|--------------------------------|

15.3 Payment for working ordinary hours – career firefighter and **communications streams** **(QFRS & QFRSCC 6.5)**

- (a) Subject to **clauses 15.3(a) and (c)** employees (other than casual employees and employees in the auxiliary firefighter stream) who work a night shift between 0000 on a Monday and 2400 on a Friday, inclusive, are to be paid, in addition to their ordinary salary, an allowance of 15% for all ordinary time worked on such shifts. .
- (b) Subject to **clause 15.3(a) and (d)** all ordinary hours of duty worked by a full-time or part-time employee on a weekend or a public holiday will be paid for as follows:
 - (i) between 0000 and 2400 on a Saturday - time and one half;
 - (ii) between 0000 and 2400 on a Sunday - double time; and
 - (iii) between 0000 and 2400 on a **public holiday** - at the rate prescribed in **clause 23.1**.
- (c) The payments prescribed in **clauses 15.5(a), (b) and (d)** shall be calculated on a majority of shift basis. This means, for example:
 - (i) if the majority of the ordinary hours of a shift which commenced on a Friday are worked on a Saturday, the whole of the shift is to be treated as having been worked on a Saturday; and
 - (ii) if the majority of the ordinary hours of a shift which commenced on a Saturday are worked on a Sunday, the whole of the shift is to be treated as having been worked on a Sunday; and
 - (iii) if the majority of the ordinary hours of a shift which commenced on a Sunday are worked on a Monday, the whole of the shift is to be treated as having been worked on a Monday.

Note:

Clauses 15.3 (a) and (b) shall not apply to employees in the rural stream. Employees in the rural stream shall be paid at the relevant rate prescribed in **clause 12.3** for all ordinary hours of work. The rates prescribed in **clause 12.3** for employees in the rural stream are “total rates of pay”, inclusive of compensation for working irregular hours at night time and on weekends and for being on call.

How should casual and auxiliary employees be remunerated for shift and weekend work?
Note: SO did not make provision for these circumstances and IA left this clause TBA.

16. Meal breaks⁴⁰

OPTION ONE: retain existing provisions

- (a) Career firefighter and **communications streams** **(QFRS & QFRSCC 6.3)**

⁴⁰ UFU agrees with one amendment. **Proposed replacement clause 16(a)(i)(B):**

the employee works 10 hours or more in any one day or shift – 60 minutes paid meal break

- (i) a continuous shift worker shall be allowed 60 minutes paid meal break in each day shift and 30 minutes paid crib time in each night shift.
- (ii) paid meal breaks must be taken at such time as not to interfere with the continuity of work where continuity is necessary.
- (iii) when the employer determines that continuity of work is not necessary, it may prescribe an unpaid meal break of at least 30 minutes.
- (iv) where agreed between the employer and an employee, the employee may elect to access an unpaid meal break of up to 2 hours' duration.

(b) **Auxiliary firefighter stream**

Subject to emergency circumstances, an auxiliary firefighter who works in excess of 4 hours shall be allowed a 30 minute paid meal break. **(IA 6.2)**

What entitlement should be afforded to employees in the rural stream?⁴¹

OPTION TWO: one amalgamated clause to cover all employees

- (a) An employee shall be entitled to meal breaks as prescribed below:
 - (i) where the employer determines that continuity of work is necessary (including, but not limited to, all continuous shift work and all work undertaken by an employee in the **auxiliary firefighter stream**) and:
 - (A) the employee works in excess of 4 hours and up to 10 hours in any one day or shift – 30 minutes paid meal break.
 - (B) the employee works in excess of 10 hours in any one day or shift – 60 minutes paid meal break.
 - (ii) where the employer determines that continuity of work is not necessary - at least 30 minutes unpaid meal break.
- (b) Paid meal breaks must be taken at a time that maintains the continuity of work where continuity is necessary.
- (c) Where it is agreed between the employer and an employee, the employee may elect to access up to 2 hours unpaid meal break.

17. Rest pauses

OPTION ONE: retain existing provisions

- (a) Career firefighter stream and **communications stream** – full-time employees **(QFRS & QFRSCC 6.4)**
 - (i) an employee shall be entitled to a paid 10 minute rest pause in the first and second half of the employee's shift or day's work.
 - (ii) such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary

⁴¹ TQ: Same as the urban stream. Retain option 2.

- (iii) provided that the provisions of clause 6.4 shall not apply in the event of attending fires or other similar emergencies.

What entitlement should be afforded to full-time, part-time, rural stream and auxiliary stream employees?⁴²

OPTION TWO: one amalgamated clause to cover all employees

- (a) An employee shall be entitled to rest pauses as prescribed below:
 - (i) an employee who works for at least 4 hours and up to 7.6 hours in any one day or shift shall be entitled to one paid 10 minute rest pause.
 - (ii) an employee who works in excess of 7.6 hours in any one day or shift shall be entitled to a paid 10 minute rest pause in the first and second half of the employee's working day or shift.
- (b) Rest pauses must be taken at such a time which maintains continuity of work where continuity is necessary.

18. Overtime

18.1 Overtime – general (QFRS 6.2.1)

The time an employee is required by the employer to work before or after the employee's fixed or recognised times for starting or finishing work on any day, or outside of the employee's ordinary shift roster, shall be regarded as overtime.

18.2 Payment for overtime – other than casual employees and employees in the auxiliary firefighter stream (QFRS & QFRSCC 6.2.1)

- (a) Subject to clauses 18.2(b) and (c):
 - (i) all employees other than continuous shift workers, casual employees and employees in the auxiliary firefighter stream, are to be paid for overtime at the rate of time and one half for the first 3 hours on any one day and double time thereafter.
 - (ii) all continuous shift workers are to be paid for all overtime at the rate of double time.
- (b) All authorised overtime worked on a public holiday shall be paid for at the rate prescribed in clause 23.1.
- (c) All calculations for overtime payments are made on the base rates of pay.

How should casual and auxiliary employees be remunerated in these circumstances?

Is it necessary to be prescriptive about the rate on which overtime should be calculated? E.g. provide a definition of "double time"

18.3 TOIL (QFRS 6.2.4 & S4.6.4)

- (a) Subject to the approval of the Commissioner, an employee in the career firefighter stream and the rural stream other than a casual employee may elect to be compensated by receiving time off in

⁴² TQ: Same as the urban stream. Retain option 2.

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 within 12 months from the date on which the overtime was worked and at a time agreeable to the employer and the employee.

(b) In the case of an employee engaged in the following classifications:

(i) career firefighter stream -

(A) inspector;

(B) superintendent;

(ii) rural stream -

(A) rural fire management officer level 3;

(B) rural fire management officer level 4,

time off in lieu not accessed within 12 months of accrual shall be foregone unless the employer has prevented it being taken, in which case such time shall be paid for by the employer at the relevant rate of accrual.

(c) In the case an employee engaged in the following classifications:

(i) career firefighter stream -

(A) firefighter;

(B) station officer;

(ii) rural stream -

(A) rural fire management officer level 1;

(B) rural fire management officer level 2,

time off in lieu not accessed within 12 months of accrual shall be paid for by the employer at the relevant rate of accrual.

18.4 Recall to duty, other than from on call – career firefighter stream (QFRS 6.6)

- (a) An employee (**other than an employee on call**) having been recalled to perform duty after leaving the employer's premises shall be paid for the time worked with a minimum payment as for 2 hours for each call out at the prescribed overtime rate, provided that such minimum payment shall not apply where the overtime is performed immediately preceding and/or is continuous with ordinary hours of duty.
- (b) Should the employee be called out again within that 2 hour period no further minimum payment shall apply to that work which shall be separately paid for at the applicable overtime rate until the overtime is completed.
- (c) Time worked in clause 18.4 is to be calculated from the time of commencement and cessation of duty at the employee's normal place of work or other designated place.
- (d) Clause 18.4 does not apply where:
- (i) the overtime is continuous with the start or finish of ordinary time.

- (ii) 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.

18.5 Transport costs on recall – career firefighter stream (QFRS 5.4.4)

- (a) Where an employee in the career firefighter stream (other than a Chief Superintendent) is recalled to perform work during an off duty period the employee shall be provided with transport to and from the employee's home or be refunded the cost of such transport.
- (b) Payment in accordance with clause 18.5 shall only apply where an employee has made trips to and from work that are additional to travel resulting from such employee's ordinary hours of work.

***QFRS is the only award that makes provision for this**

18.6 On call - additional payments, career firefighter and rural streams (QFRS 5.4.4 & S4.1.3)

- (a) Where an employee in the career firefighter stream (other than a Chief Superintendent) is instructed to be available on call outside ordinary or rostered working hours the employee shall be paid, in addition to their ordinary weekly rate of pay, an allowance based upon the employee's hourly rate or the hourly rate of the station officer level, pay point 1, whichever is the higher, and in accordance with the following scale:
 - (i) where the employee is on call throughout the whole of a rostered day off or public holiday - 95% of one hour's pay in respect of such instances;
 - (ii) where an employee is on call during the night only of a rostered day off or public holiday - 60% of one hour's pay per night; and
 - (iii) where an employee is on call on any other night - 47.5% of one hour's pay per night.
- (b) For the purpose of calculating the hourly rate, the divisor shall be based upon a 40 hour week and calculated to the nearest 5 cents.
- (c) For the purposes of clause 18.7:
 - (i) a **night** shall be deemed to consist of those hours falling between 1700 and 0800 or mainly between such hours;
 - (ii) a **rostered day off** includes ...

18.7 Recall to duty - from on call

- (a) Career firefighter stream (QFRS 5.4.4)
 - (i) **Monday to Sunday** - an employee in the career firefighter stream (other than a Chief Superintendent or a casual employee) on call being recalled to perform duty, shall be paid for the time worked at the overtime rate prescribed in clauses 18.2(a) or 18.3(a), such time to be calculated as from home and back to home with a minimum payment as for 2 hours' work.
 - (ii) **Public holiday** – an employee in the career firefighter stream (other than a Chief Superintendent or a casual employee) on call being recalled to perform duty, shall be paid for the time worked at the overtime rate prescribed in clauses 18.2(a) or 18.3(a), such time to be calculated as from home and back to home with a minimum payment as for 4 hours' work.

- (iii) Any overtime payable in accordance with clause 18.8 shall be in addition to the on call allowances prescribed in clause 18.7(a).

(b) Rural stream

Rural Fire Management Officers Level 1 and 2 who are recalled to duty when on-call will be paid at the relevant overtime rates as prescribed in clause 18.2.

18.8 Fatigue leave/rest period after overtime

OPTION ONE: retain existing award provisions (QFRS 6.2.2)

- (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 18.9 does not apply where:
 - (i) the employee is recalled to work overtime and actually works not more than 2 hours overtime; or
 - (ii) the period between rostered shifts is 10 hours or less.

OPTION TWO: replace (a), (b) and (c)(i) above with the standard provisions from the QPSOMA

- (a) An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day so that 10 consecutive hours off duty has not occurred shall be released after completion of such overtime until 10 consecutive hours off duty occur without loss of pay for ordinary working time occurring during such absence.
- (b) If, on the instructions of the employer, an employee resumes or continues ordinary work without having had 10 consecutive hours off duty the employee shall be paid double rates until released from duty and shall then be entitled to be absent until 10 consecutive hours off duty has occurred without loss of pay for ordinary working time occurring during such absence.
- (c) Clause 18.9 does not apply:
 - (i) to an employee who work less than 2 hours when recalled to duty (see clause 18.5), inclusive of travelling time, on one or more recalls; or
 - (ii) where the period between rostered shifts is 10 hours or less.

18.9 Meal breaks on overtime

All employees covered by this award who work overtime are entitled to meal breaks and, where relevant, meal allowances as prescribed in clause 13(i).

PART 6—Leave of Absence and Public Holidays

19. Annual leave⁴³

Annual leave is provided for in Division 3 of the QES. Clauses 19.1 to 19.4 supplement the QES.

19.1 Payment for annual leave – full-time, part-time

- (a) An employee (other than a shift worker) proceeding on annual leave is entitled to receive the following payments:
 - (i) an amount equal to the salary level being paid to the employee immediately before the employee takes the leave for the period of such leave; and
 - (ii) a further amount equal to 17.5% of the salary payable for ordinary time in relation to the employee's substantive position for the period of such leave.
- (b) A shift worker proceeding on annual leave is entitled to receive the following payment(s):
 - (i) an amount equal to the salary level being paid to the employee immediately before the employee takes the leave for the period of such leave calculated according to the employee's roster or projected roster including shift, weekend or public holiday penalties; or
 - (ii) an amount equal to the salary level being paid to the employee immediately before the employee takes the leave for the period of such leave, plus a further amount equal to 17.5% of the salary payable for ordinary time in relation to the employee's substantive position for the period of such leave, excluding any shift, weekend or public holiday penalties,whichever is the higher.
- (c) Clause 19.1(a) shall not apply to any period of annual leave exceeding 200 hours, which may be accrued in any year. **(QFRS 7.1.6(b))**

19.2 Additional provisions – career firefighting stream⁴⁴

- (a) Additional payment – continuous shift workers in the career firefighter stream shall be entitled to 64 hours additional leave in lieu of double time and a-half for time worked on the public holidays specified in **clause 23.1(a)(ii)**. Such leave is exclusive of rostered days off according to the roster on which the employee commenced leave. **(QFRS 7.1.2)**
- (b) Accrual of annual leave – leave of absence without pay in excess of 3 months will not count as service for the purpose of calculating annual leave. **(QFRS 7.1.5)**
- (c) Recall to duty from annual leave **(QFRS 7.1.7)**

⁴³QFES: note - whilst the provisions contained within the discussion draft are not applied in QFES, they reflect what is in the current Fire Awards. As this is a safety net only and the actual conditions are contained in other documents QFES does not propose to make significant changes. All QFES operational employees, including rural fire service, receive five weeks annual leave regardless of whether they are shift workers or day workers. In the case of firefighters, station officers, communications officers, communications supervisors and communications managers they receive 200 hours annual leave. Senior Officers and rural officers receive 190 hours annual leave per year.

⁴⁴ QFES: suggestion - change the title of clause 19.2 to “Additional provisions – fire and rescue officers (excluding Senior Officers)”

The SOU disagrees with the annual leave clause of the award mirroring the annual leave provisions in the QES. The existing award provides for 200 hours of annual leave per year for all employees, which is equivalent to 5 weeks' wages for a full-time senior officer. The QES, however, only provides for the accrual of four weeks per year for employees (other than shiftworkers). The SOU considers that the QES represents a significant diminution of entitlements for employees and does not consider such diminution is necessary or appropriate. The modern award process anticipates clauses supplementing the provisions of the QES, and the SOU considers it is necessary for the QES annual leave clause to be supplemented by a clause which provides for the existing entitlement to 200 hours per year.

- (i) each employee in the careering firefighter stream has an entitlement to core annual leave and accrued time off in each year of employment
- (ii) leave entitlements for employees in the career firefighting stream will be notionally split into core annual leave and accrued time off
- (iii) when an employee is recalled to work while on annual leave for the purpose of maintaining crewing levels, that employee will be deemed to be accessing accrued time off and not core annual leave
- (iv) an employee attending training courses or undertaking commercial activities, will also be deemed to be accessing the accrued time off rather than core annual leave
- (v) an employee will be permitted to access accrued time off for the purposes of being recalled to work to maintain crewing levels; attending training courses or undertaking commercial activities
- (vi) the maximum hours of accrued time off available for an employee to access for the purposes outlined in **clause 19.3(c)(v)**, are 104.3572 per annum
- (vii) an employee will not be permitted to access accrued leave in excess of 104.3572 hours per annum or core annual leave for any of the purposes outlined in **clause 19.3(c)(v)**
- (viii) an employee will be paid at overtime rates for being recalled to work while accessing the accrued time off component of annual leave, other than when undertaking **commercial activities which will be paid for at the rate agreed between the parties and incorporated in the certified agreement currently binding upon them.**

The AMOD team made a policy decision to omit references to other documents in order to make awards “stand alone” documents that are more simple and “user friendly”. However, given the nature of commercial rates, perhaps it is appropriate to retain the reference to the certified agreement in this instance.⁴⁵

19.3 Additional provisions – rural stream⁴⁶ (QFRS S4.4)

- (a) An employee in the rural stream (other than a casual employee) shall be entitled to 5 weeks (35 continuous days) annual leave per annum i.e. 190 hours.
- (b) Such annual leave shall be ~~shall be~~ paid for in advance.
- (c) Where the employment of an employee in the rural stream is terminated before the expiration of a full year of employment, the employee shall be paid, in addition to all other amounts due, an amount equal to 1/9th of the employee's pay for the period of that employee's employment, calculated in accordance with **clause 12.3**.

***Note: (c) has been retained on the basis that it is more generous than s71EH(4).**

- (d) Any period an employee spends on workers' compensation shall be treated as service for the purpose of evaluation of annual leave.
- (e) Where an employee is recalled from leave to perform duties of an emergent nature, such employee shall be entitled to complete the remainder of the allocated leave as soon as is practicable as agreed between the employee and the Commissioner.

⁴⁵ UFU: It is inappropriate and is not permitted by the Act.

⁴⁶ QFES: suggestion - Delete the reference to 35 continuous days in part (a). Delete part (b).

- (f) The Commissioner shall reimburse such employee any costs incurred by the employee in the cancellation and deferment of such leave

Should there be a reference in 19.3 to how part-time employees are remunerated?

20. Personal leave

Personal leave is provided for in Division 4 of the QES and covers:

- (i) sick leave;
- (ii) carer's leave;
- (iii) bereavement leave; and
- (iv) cultural leave.

Clauses 20.1 – 20.3 supplement the QES.

20.1 Sick leave accrual – full-time and part-time employees⁴⁷ (QFRS & QFRSCC 7.2.1, QFRS S4.8.1)

In respect of any completed year of employment of less than one year, an employee shall become entitled to one **day's/shift's** sick leave for each month of such period up to a maximum of **10 days/8 shifts**.

***Note also re: existing provision -**

- Shift workers are afforded 8 shifts sick leave per year.
- Shifts are currently generally either 10 or 14 hours in duration.
- Therefore, 8 shifts currently equates to between 80 and 112 hours.
- 80 hours per year is equal to two weeks of ordinary hours which is equivalent to the 10 days that is provided by the QES (s71FA).
- Accordingly, the existing provision potentially affords a greater entitlement than the QES; however, if QFES changes its roster pattern (e.g. to include 8 hour shifts) then 8 shifts of sick leave could potentially be less than the QES entitlement.
- In light of the above, how should the sick leave entitlement be expressed in this award?

⁴⁷ QFES: note: QFES provides for 10 days sick leave for day workers (10 x 8 hours = 80 hours) and 8 shifts sick leave for shift workers (8 x 10 hours = 80 hours). If a shift workers takes a 14 hour night shift as sick then only 10 hours is deducted. Suggested clause:

Entitlement – fire and rescue stream and communication stream

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.

Entitlement – rural fire service stream

Every employee (other than casuals) shall be entitled to 10 days (72.5 hours) sick leave on full salary in respect of each completed year of service and a proportionate amount for an incomplete year of service.

Sick leave herein prescribed shall be cumulative throughout the employee's employment with the Queensland Fire and Emergency Services.

-Note also: in relation to the debiting of sick leave balances where an employee in the career firefighter stream is absent on sick leave for less than one full shift, QFES advises

- for a day shift (10 hours), if an employee takes part of the shift off, the actual hours taken are deducted e.g. if they work two hours and then go home, eight hours is debited

- for a night shift (14 hours)

- if an employee takes the whole shift off, only 10 hours is debited

- if an employee takes only part of a night shift then the following formula is used:

Hours to be deducted = hours taken as sick leave/14 hours * 10 hours

Existing provisions are:

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.

4.8.1 Entitlement

Every employee (other than casuals) shall be entitled to 10 days (72.5 hours) sick leave on full salary in respect of each completed year of service and a proportionate amount for an incomplete year of service.

Sick leave herein prescribed shall be cumulative throughout the employee's employment with the Queensland Fire and Rescue Service.

20.2 Absenteeism management (QFRS & QFRSCC 7.2.8, QFRS S4.8.3)

- (a) Without limiting the employer's existing rights, where an employee has a proven pattern of recurring sick leave, the employer shall notify the employee and the employee's representative.
- (b) The employer shall first attempt to determine the reason for such absences and where appropriate ensure that the employee is counselled in relation to the employee's unsatisfactory absence.
- (c) If a pattern of sick leave continues, the employee may be required to produce a medical certificate for future absences. At the expiration of a 12 month period, the requirement to provide a medical certificate for all absences will be reviewed.
- (d) An employee may be required to furnish a satisfactory certificate in respect of any or all sick leave absences should the employer so decide.

20.3 Medical examination – career firefighter and communications streams⁴⁸ (QFRS & QFRSCC 7.2.3 – 7.2.7)

Is this matter better addressed by a policy? If not, why not?

20.4 Additional conditions – rural stream⁴⁹ (QFRS S4.8.2)

⁴⁸ QFES seeks retention of the existing clause because without it there is no head of power for QFES to direct an employee who has been absent from duty to provide evidence they are physically fit to return to duty.

⁴⁹ QFES: note - rural fire service stream are required to produce a medical certificate after 3 days absence not 2 days absence.

UFU submits QFRS clauses 7.2.3 – 7.2.8 should not be included in the award because they are not incidental to clauses 20.1 and 20.2 in the Preliminary Discussion Draft and are inconsistent and not “no less favourable” than the QES

Are these matters better addressed by a policy? If not, why not?

20.5 Substitution for carer's leave purposes

In addition to the provisions of Subdivision 2 of Division 4 of the QES, an employee:

- (a) Is entitled to use any sick leave to which they have an entitlement for carer's leave purposes.
- (b) May elect, with the consent of the employer, to take annual leave for carer's leave purposes.

20.6 Bereavement leave

In addition to the provisions of Subdivision 3 of Division 4 of the QES, an employee on the death of a member of their immediate family or household is entitled to paid bereavement leave up to and including the day of the funeral of such person.

21. Parental leave

(QFRS, QFRSCC & IA 7.4)

- (a) Parental leave is provided in Division 5 of the QES and covers:
 - (i) birth-related leave for an employee who is pregnant or whose spouse gives birth;
 - (ii) adoption leave; and
 - (iii) surrogacy leave.
- (b) Notwithstanding the provisions of Subdivision 2 of Division 5 of the QES, all full-time and part-time employees are entitled to parental leave upon commencement of employment.
- (c) An employee who is pregnant, during the term of her pregnancy until 6 weeks before the expected date of birth of her child, or lesser period as approved by the employer, may request to work part-time or other flexible work arrangements.
- (d) An employee who has taken leave to attend compulsory interviews or examinations as part of an adoption process or who has taken leave to attend compulsory interviews or court hearings associated with a surrogacy arrangement may request that such leave be taken as paid annual leave.
- (e) In addition to the provisions of Subdivision 6 of Division 5 of the QES an employee who has returned to work on a part-time basis may seek to return to the position they held prior to commencing parental leave.
- (f) If the position mentioned in clause 21(e) no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position that is, as nearly as possible, comparable in status and remuneration to that of the employee's former position.
- (g) The employer must make a position to which the employee is entitled available to the employee.

22. Long service leave

- (a) Long service leave, including for casual employees, is provided for in Division 6 of the QES. Clause 22(b) supplements the QES.

- (b) In lieu of the provisions of section 71HB(2)(a) and (b) of the Act, employees who complete 10 years' continuous service are 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.

23. Leave of absence – auxiliary firefighter stream

(SO 7.5 & 7.6)

- (a) An employee in the auxiliary firefighter stream may seek approval for up to 12 months leave of absence from any or all regular duties. The employer may ask for a reason for such leave prior to considering approval.
- (b) An employee in the auxiliary firefighter stream who is accessing sick leave or workers' compensation from their primary employment must inform QFES and must take a leave of absence from QFES for the duration of their leave from their primary employment, unless otherwise approved. Upon cessation of their workers' compensation claim with their primary employment they will provide evidence that their claim has ceased and they are able to return to normal duties.
- (c) Prior to returning to work from a leave of absence, an employee shall be required to provide evidence that they continue to meet the QFRS Medical Standards for employment. Where the leave of absence has been taken in accordance with [clause 23\(b\)](#), return to QFES duties shall only occur upon provision of advice from a medical practitioner confirming operational suitability.
- (d) Allowances prescribed in [clause 13](#) shall not be paid during a leave of absence.
- (e) An approved leave of absence does not constitute a break in service; however, the period of the leave of absence will not be counted as service where it exceeds three months.

24. Public holidays

Public holidays are provided for in Division 7 of the QES. Clauses 23.1 to 23.5 supplement the QES provisions.

24.1 Payment for public holidays and for work on a public holiday⁵⁰

- (a) Career firefighter stream, [communications](#) stream and rural stream – full-time and part-time employees
 - (i) An employee (other than a casual employee) who would normally work on a day on which a [public holiday](#) falls and who:
 - (A) is not required to work on that day, will be paid for the ordinary hours the employee would normally have worked if that day had not been a [public holiday](#);
 - (B) is required to work on the [public holiday](#) will, in addition to the payment prescribed in clause 23.1(a)(i), be paid
 - (I) in the case of a continuous shift workers in the career firefighter stream – at the rate of one half for any hours worked

⁵⁰ QFES: note - fire and rescue stream officers (except Mt Isa employees and Senior Officers) and communication stream officers (except Communications Managers) receive an additional time and a half if they work on the public holiday.

- (II) in the case of all other employees (other than a casual employee) – at the rate of time and one half for any hours worked,

with a minimum payment as for 4 hours' work for the day.

- (ii) An employee (including a casual employee) who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the employee's ordinary working hours for that day will be paid for such time at double the overtime rate prescribed in **clauses 18.2 or 18.3**, as the case may be. **(QFRS 6.2.3, S4.6.3 & S4.7.1)**
- (iii) An employee who would not normally be required to work on a public holiday but who is required to work on that day will be paid for such time at double the overtime rate prescribed in **clauses 18.2 or 18.3**, as the case may be. **(QFRS 6.2.3)**
- (iv) The minimum payment provided in clauses 23.1(a) shall not apply where the work performed on the public holiday is immediately preceding or following ordinary hours.

(b) Auxiliary firefighter stream

All work performed by an employee in the auxiliary firefighter stream on a day on which a public holiday falls, shall be paid at the rate of X, with a minimum payment as for 4 hours' work for the day. **(IA 7.3.1)**

***At what rate should auxiliaries be paid on a public holiday? IA left the rate payable as TBA**

24.2 Substitution – rural stream⁵¹ (QFRS S4.7.5)

- (a) Subject to statutory limitations (such as the time(s) work may not be performed on Anzac Day) where there is agreement between the Commissioner and an employee or employees in the rural stream, another ordinary working day may be substituted for a public holiday(s).
- (b) Where an employee in the rural stream is subsequently required to work on the substituted day they shall be paid at the rate prescribed in clause 23.1.

24.3 Employees who do not ordinarily work Monday to Friday of each week (QFRS & QFRSCC 7.6.5)

- (a) Employees (excluding casual and auxiliary workers) who do not ordinarily work Monday to Friday of each week are entitled to public holidays as follows:
 - (i) a full-time employee is entitled to either payment for each public holiday or a substituted day's leave.
 - (ii) a part-time employee is entitled to either payment for each public holiday 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.
 - (iii) where a public holiday would have fallen on a Saturday or a Sunday (e.g. Australia Day) 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.

⁵¹ QFES: note – employees in the fire and rescue stream (except senior officers) and communications stream receive the public holiday penalty when they work on the actual public holiday not the substituted day, however for employees in the rural fire service stream it is the substituted day.

- (b) 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.
- (c) Nothing in clause 23.4 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

25. Jury service

Jury service is provided for in Division 8 of the QES.

PART 7—Transfers and Working Away from Usual Place of Work

26. Travelling and relieving expenses - career firefighter stream and **communications stream**

(QFRS & QFRSCC 8.1)

- (a) An employee who is required to:
 - (i) travel on official duty; or
 - (ii) to take up duty away from the employee's usual place of work to relieve another employee, or to perform special duty,

is to be reimbursed actual and reasonable expenses for accommodation, meals and incidental expenses necessarily incurred by the employee.

- (b) An employee who is required, in the course of their work, to live away from home for a period of not less than 5 consecutive days, and who 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 returns home immediately after the conclusion of the period of duty.
- (c) An employee who is required, in the course of their 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.

How should employees in the rural and auxiliary firefighter streams be remunerated in these circumstances?⁵²

27. Uniforms – career firefighter and **communications streams**

(QFRS & QFRSCC 10.1 & IA 10.1)

- (a) All necessary uniforms and overalls shall be supplied by the employer free of cost to the employee.
- (b) An employee shall make every reasonable effort to maintain all such property in a clean and serviceable condition.
- (c) The cost of all necessary cleaning of an employee's firefighting apparel such as turnout coat, overtrousers and gloves shall be borne by the employer, provided that the employer shall decide when such items require cleaning.

⁵² TQ: Same as the urban stream.

(d) Boots –

- (i) boots shall be supplied by the employer free of cost to all employees in the career firefighter and **auxiliary firefighter** streams.
- (ii) 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.

28. Amenities and quarters – career firefighter stream

(QFRS 10.2)

- (a) Hot water showers and a hot water supply shall be provided by the employer for the use of employees engaged in emergency response.
- (b) Employees shall not be required to do domestic work in any other officer's quarters.

***Where is the most appropriate place to locate clauses 27 & 28 re: uniforms, amenities and quarters?**

Schedule 1—Generic Level Descriptors

Does this schedule require further detail about pay point progression for casual and part-time employees? E.g. by providing a minimum number of hours that must be worked in order to satisfy the “12 months service” requirement? Consider clause 12.9 of the QPSOMA.

These descriptors have been inserted to promote discussion. Do they need to be updated/revised?

S1.1 Career firefighter stream

S1.1.1 Firefighter

(a) Work level description

Employees at this level are involved in the delivery of operational services. Work routines, methods and procedures are clearly established and there is limited scope for deviation.

It would be expected that the range of activities undertaken will be increasingly amended to provide diverse skills sets.

Training, both on and off the job, is often a dominant feature of this level.

(b) Level of supervision

Work may initially be performed under close supervision by a more experienced officer; however, this supervision is expected to reduce as experience increases.

Employees at this level may operate individually or as a member of a team within a work group.

(c) Characteristics of the level

At this level there are a number of established methods, techniques, and Standard Operating Procedures, which may apply to a work situation or an incident. Employees at this level must function within these established protocols but must also exercise discretion as to determining which matters should be referred to a supervisor for direction.

Limited discretion is available for the selection of the appropriate means of completing duties or tasks. Guidance is always available and work outcomes may be closely monitored.

Whilst supervision of other employees is not normally a feature at this level, employees would however, be required to assist new staff and trainees (including auxiliaries and volunteers) by providing general information, guidance, training and advice.

Employees at this level require the ability to obtain the cooperation and assistance of others in carrying out defined activities. As well as exchanging information, employees must communicate effectively with peers, supervisors and members of the general community during stressful situations.

(d) Progression within the level

This level contains 5 Pay Points.

Progression to the 1st Class Firefighter Classification Level is compulsory whilst further progression to the Senior Firefighter Classification Level is optional.

The minimum period of service required before progression through the Pay Points may occur will be 12 months.

Progression between Pay Points for positions at this level will be dependent upon:

- (i) completion of predefined components of Q-STEP;
- (ii) ongoing satisfactory performance;
- (iii) competent delivery of operational skill requirements;
- (iv) achievement of necessary accreditations; and
- (v) satisfactory achievement levels for formal examinations.

Progression to the Senior Firefighter Classification Level will be dependent upon the acquisition of Core Skills for the Station Officer Classification Level, which will provide employees with certain necessary skills and abilities to fulfil the basic requirements of a Station Officer position if required to do so. The application of these skills will be required from time to time as circumstances dictate and as part of the officer's ongoing training and development.

From this same point of view, it will be required that skills and knowledge will be maintained and that periodic assessments will be conducted of all employees, including those at the top of the level for this purpose.

All employees within this level will be required to continue skills, drills and knowledge maintenance, assessment and appraisal through programmed training provided by either officers on shift (which may include those at the top of this level) or designated training officers.

Similarly, regardless of length of service at the level when any new skills or knowledge are introduced, every employee will be required to undertake training and demonstrate the appropriate understanding required. Employees at the Senior Firefighter Classification Level will also assist and relieve Station Officers as required.

S1.1.2 Station Officer

(a) Work level description

Appointment to this level requires proven expertise with demonstrated proficiency in applying established techniques in relation to the delivery of preventative and suppressive fire services.

An understanding of the organisation's functions coupled with detailed knowledge of the work unit's operations, practices and procedures is necessary for competent performance.

Employees at the Station Officer Classification Level will usually be required to undertake Shift Work arrangements, and will have the capacity to provide supervision for officers at the Firefighter Classification Level.

(b) Level of Supervision

Employees at this level work under general direction of an Inspector, but must work with a level of independence, often being the senior operations person on shift at a particular location. The employee will be required to undertake a range of functions, which may require the application of technical skills and experience or the practical application of a high level of skills.

Position objectives are clearly defined, however an employee may need to exercise a level of discretion in localised command situations. Procedures and operating standards are defined through established guidelines, requirements and Standard Operating Procedures, and through recognised techniques and methods associated with fire prevention and suppression activities.

A range of varied techniques, systems, methods or processes is available to perform the work, and the employee is expected to understand and to exercise the necessary discretion in their use. Such exercise of discretion takes place from within the framework of learned experience and training.

Issues that cannot be resolved by reference to established practices and Standard Operating procedures would usually be referred to an Inspector.

(c) Characteristics of the level

At this level there are a number of established methods, techniques, and Standard Operating Procedures which may apply to a work situation or an incident. Employees at this level must function within these established protocols but must also exercise discretion as to determining which matters should be referred to a higher level for direction. Employees at the Station Officer Classification Level are required to provide guidance and direction to staff.

Limited discretion is available for the selection of the appropriate means of completing duties or tasks. Guidance is usually available and work outcomes will be reviewed regularly.

Supervision of other employees is normally a feature at this level, as well as the requirement to assist new staff and trainees (including auxiliaries and volunteers) by providing general information, guidance, training and advice. Positions at this level may have supervisory responsibilities for shift operations of a small unit or fire station.

Positions at this level require the ability to obtain the co-operation and assistance of others in carrying out defined activities. As well as exchanging information, employees must communicate effectively with subordinates, peers, supervisors and members of the general community during stressful situations.

(d) Progression within the level

This level contains 3 Pay Points.

Appointment to the Station Officer Classification Level will be at Pay Point 1 and subject to having successfully completed pre-defined components of Q-STEP.

The minimum period of service required before progression through the Pay Points may occur will be 12 months.

Progression between Pay Points for positions at this level will be dependent upon:

- (i) completion of predefined components of Q-STEP;
- (ii) ongoing Performance Management and Development;
- (iii) demonstrated capacity to effectively supervise employees;
- (iv) competent delivery of operational skill requirements;
- (v) achievement of necessary accreditations; and
- (vi) satisfactory achievement levels for formal examinations.

Whilst developmental training for progression to Pay Points 2 and 3 is elective, skills maintenance is mandatory as is the Performance Management and Development process.

All employees at this level will be required to continue skills, drills and knowledge maintenance, assessment and appraisal, including those at the top of the level.

Progression to PP3 will be dependent upon the acquisition of Core Skills for an Inspector which will provide employees with certain necessary skills and abilities to fulfil the basic requirements of an Inspector if required to do so. The application of these skills will be required from time to time as circumstances dictate and as part of the officer's ongoing training and development.

From this same point of view it will be required that skills and knowledge will be maintained and that periodic assessments will be conducted of all employees, including those at the top of the level, for this purpose.

Similarly, regardless of length of service at the level when any new skills or knowledge are introduced, every employee will be required to undertake training and demonstrate the appropriate understanding required.

Employees at Pay Point 3 will also assist and relieve Level 3 officers as required.

S1.1.3 Inspector

(a) Work level description

Work at this level requires specialised knowledge in relation to fire prevention and suppression activities.

An understanding of the organisation's functions coupled with detailed knowledge of the work unit's operations, practices and procedures is necessary for competent performance.

The capacity to effectively manage officers at the Firefighter and Station Officer Classification Levels is a prerequisite of this level.

(b) Level of supervision

Employees at this level work under general direction and undertake a range of functions, which may require the application of technical skills and experience or the practical application of a high level of skills.

Position objectives are clearly defined. Procedures and operating standards are defined through guidelines, requirements and Standard Operating Procedures, and through recognised techniques and methods associated with firefighting.

A range of varied techniques, systems, methods or processes is available to perform the work, and officers are expected to understand and exercise the necessary discretion in their use. Such exercise of discretion takes place from within the framework of learned experience and training.

A key feature of this level is the requirement to manage staff through other supervisory levels.

(c) Characteristics of the level

Employees at this level may operate individually or as a member of a team.

Supervision of subordinate employees may be a feature of this level.

Assistance is usually available if required when problems occur, although problems are usually resolvable by reference to procedures, documented methods and instructions.

Whilst there is some scope for exercising initiative in the application of established work practices and procedures, problems can generally be solved by reference to documented methods and instructions. Employees are required to interpret operating policies and Standard Operating Procedures in order to determine the most appropriate course of action. Employees at this level will also start to be concerned with the development of more efficient work practices within the work teams, which they supervise.

Problem resolution is a frequent requirement. Functions at this level include the identification and development of ideas, the detailed analysis of alternative courses of action and their implications, addressing difficulties, problems in the work environment, devising action plans and advancing new approaches to more senior management levels.

Employees at this level are competent to provide authoritative information to less experienced employees within the work team or under their direct supervision. Positions at this level may have command and control responsibility.

S1.1.4 Superintendent

(a) Work level description

Work at this level requires specialised knowledge in relation to fire prevention and suppression activities.

Where the emphasis of the position is management, key functions will involve planning, organising, directing and controlling the work of subordinate supervisory levels. Extensive knowledge in the area of operations, and advanced management skills would be expected. Officers at this level will provide leadership at a professional level.

Positions, which have primary emphasis of a specialist nature, require specialised knowledge of complex and innovative methods and techniques, resulting from experience and/or advanced training.

Work is undertaken under limited direction as to work priorities and the detailed conduct of the task.

Employees may be responsible for larger work teams, functions or Zone operations.

High levels of initiative in accomplishing objectives shall be required to be exercised both on an individual basis and/or in a work team situation.

(b) Level of supervision

Work is performed either independently with guidance from superiors only for those aspects of work which involve new or sophisticated techniques or relate to areas outside a position's normal span of activity.

The role spans a range of activities, many of which are complex or specialised in nature. Work may require the modification or adoption of established methods, procedures, systems or policies.

Officers at this level will affect the way that work is performed by others, and will be involved in the detail of operational planning.

(c) Characteristics of the level

There is scope for the exercise of initiative in the application of established work practices and procedures.

Problem solving and conflict resolution are common requirements at this level. Work demands the identification and development of ideas, the detailed analysis of alternative courses of action and their implications, addressing difficulties, problems in the work environment, devising action plans and advancing new approaches.

Employees are required to analyse problems and recommend solutions or alternative courses of action.

Employees at this level would be required to lead and motivate employees and to inspire others to co-operate in the achievement of difficult and sometimes conflicting objectives.

Positions at this level will be governed by a clear set of objectives and budgets.

The performance of employees at this level will be monitored by a more senior officer to ensure the efficient achievement of operational targets. Expenditure will be reviewed regularly.

Part of accountability at this level involves the identification of employee development needs, and the implementation of programs to improve staff performance.

Many of the activities and responsibilities of this level would usually comprise a total management function.

S1.2 Communications stream

S1.2.1 Fire Communications officer level 1 (FCO1)

(a) Work Level Description

Positions at this Level primarily involve the delivery of communications services. Work routines, methods and procedures are clearly established and there is limited scope for deviation.

The range of activities undertaken will be increasingly amended as the employee becomes more experienced.

On the job training is a dominant feature of this Level, particularly for less experienced employees.

(b) Level of Supervision

Work may initially be performed under close supervision by a FCO1 or operational officer, however, this supervision is expected to reduce as experience increases, and the employee is able to contribute more significantly.

Employees at this level may operate individually or as a member of a team within a work group.

(c) Characteristics of the Level

At this level there are a number of established methods, techniques, and Standard Operating Procedures which apply to a work situation or an incident. This position must function within these established protocols but must also exercise some discretion as to determining which matters should be referred to a FCO2 for direction.

Limited discretion is available for the selection of the appropriate means of completing duties or tasks. Guidance is always available and work outcomes may be closely monitored.

Whilst supervision of other employees is not normally a feature at this level, employees could, however, be required to assist new staff and trainees by providing general information, guidance and advice. Employees will be required to provide basic administrative, organisational and training support related to the Communications Centre's operations.

Positions at this level require the ability to obtain the cooperation and assistance of others in carrying out defined activities. As well as exchanging information, employees must communicate effectively with peers, Supervisors and members of the general community during stressful situations.

(d) Duties and Skills

Positions at this level may involve an employee in a range of activities including the performance of tasks governed by established procedures, specific guidelines and standardised instructions.

Duties include but are not limited to:

- (i) answering calls for assistance in association with emergency incidents;
- (ii) basic administrative duties, including computer operation;
- (iii) prompt dispatch of appropriate resources to calls for assistance, in accordance with Standard Operational Procedures;
- (iv) assist in conducting basic on the job training and coaching activities for new or less experienced employees;
- (v) workplace maintenance and organisation;
- (vi) monitor appliance and crew movements;
- (vii) monitor Firecom alarm systems and liaise with alarm company technicians; and
- (viii) other duties for which officers are suitably trained, skilled and/or qualified.

Appointees at this level undertake a range of functions requiring the practical application of acquired skills and knowledge.

Technical skills in the use of computer equipment are required in order to effectively operate Fire Service systems to perform routine and standard functions, and organise duties across a working day to meet regular workload requirements.

Coordination responsibilities may include coordination of workflow processes.

Knowledge and compliance with regulations, Codes of Practice, policies, procedures and instructions is required.

Duties at this level include application of keyboard skills, support services and the collating and analysis of statistics.

(e) Progression within the level

This level contains 4 paypoints.

New employees will commence at paypoint 1 (PP1).

Whilst there are no fixed time frames for progression through this level, it is envisaged that progression to PP4 can be achieved within 4 years from the date of commencement; and

Upon engagement, new employees will be required to complete a formal Communications Training Program which will include practical, classroom, simulated, live, self-paced and where applicable, local components. The course will cover all Core Skills necessary for employees to perform the basic requirements of all level 1 functions.

On successful completion of a 6 month period including examination, assessment and ongoing appraisal, an employee will progress to PP2.

Further progression between paypoints for positions at this level will be dependent upon -

- (i) successful completion of predefined components of specified training programs;
- (ii) ongoing Performance Management and Development;
- (iii) competent delivery of operational skill requirements;
- (iv) achievement of necessary accreditations; and
- (v) satisfactory achievement levels for formal examination.

All employees in level 1 will be required to continue skills and knowledge maintenance, assessment and appraisal through programmed training provided by either CO2's on shift or training officers.

Where an employee elects to progress from PP2 to PP3, progression will be dependent upon the acquisition of Core Skills for Level 2 which will provide employees with the necessary skills and abilities to fulfil the basic requirements of a Level 2 position when required to do so.

Similarly, regardless of length of service at the level when any new skills or knowledge are introduced, every employee will be required to undertake training and demonstrate the appropriate understanding required.

Employees who progress to PP4 may be required to assist or relieve FCO2's.

S1.2.2 Fire Communications officer level 2 (FCO2)

(a) Work level description

Appointment to this level requires expertise in the communications field with demonstrated proficiency in applying established techniques. Extensive knowledge and understanding of Communications Centre operations and procedures is vital.

An understanding of the organisation's functions coupled with detailed knowledge of the work unit's operations, practices and procedures is necessary for competent performance.

The capacity to provide supervision for Level 1 officers is a prerequisite of this level.

(b) Level of supervision

Employees at this level work under the direction of more senior officers and undertake a range of functions, which require the application of computer and telephone skills and experience and the practical application of a high level of interpersonal skills.

Position objectives are clearly defined. Procedures and operating standards are defined through guidelines, organisational requirements and Standard Operating Procedures, and through recognised techniques and methods associated with communications management.

A range of varied techniques, systems, methods or processes are available to perform the work, and the employee is expected to understand and to exercise the necessary discretion in their use.

(c) Characteristics of the level

Supervision of subordinate employees within a small discrete work group or function may be a feature of this level.

Assistance is usually available from more senior officers if required when problems occur. There is some scope for the exercise of initiative in the application of established work practices and procedures, however, problems are usually resolved by reference to procedures, documented methods and instructions. Employees are required to interpret operating policies and Standard Operating Procedures in order to determine the most appropriate course of action. Employees at this level will also start to become concerned with the development of more efficient work practices, and recommendations related to improvements in Standard Operating Procedures.

Employees at this level are competent to provide authoritative information to less experienced officers within the work team or under their direct supervision.

(d) Progression within the Level

This Level contains 4 paypoints.

New appointees will commence at PP1.

Progression through PP1 to PP4 will be dependent upon successful completion of theoretical and practical assessments linked to relevant training.

Employees who progress to paypoint 4 must demonstrate highly developed skills and knowledge, beyond those expected for lower paypoints in this level.

Progression within this level will see a number of changes in the way in which the employee carries out their responsibilities -

- (i) demonstrated proficiency in application of advanced techniques;
- (ii) demonstrated ability to effectively assign work to, and check the work of other employees, as well as carrying out staff training; and
- (iii) evidence of capacity to effectively co-ordinate activities.

In addition, progression will be dependent upon:

- (i) continuing completion of relevant training elements;
- (ii) ongoing Performance Planning and Review;
- (iii) competent delivery of operational skill requirements;
- (iv) achievement of necessary accreditation;
- (v) satisfactory achievement levels for formal examinations; and
- (vi) demonstrated supervision capabilities.

All employees in Level 2 will be required to continue skills and knowledge maintenance, assessment and appraisal.

Similarly, regardless of length of service at the level when any new skills or knowledge are introduced, every employee will be required to undertake training and demonstrate the appropriate understanding required.

S1.3 Rural stream

S1.3.1 Rural Fire Management Officer - Level 1 (RFMO1)

(a) Work level description

Employees at this level are involved in the delivery of volunteer support activities. Work routines, methods and procedures are clearly established and there is limited scope for deviation.

It would be expected that the range of activities undertaken will be increasingly amended to provide diverse skills sets.

Employees at this level would be expected to travel throughout the district to ensure training and operational requirements of volunteers are met.

Training, both on and off the job, is often a dominant feature of this level.

Employees at this level will usually be required to undertake flexible work arrangements.

(b) Level of supervision

Work may initially be performed under close supervision by a more experienced officer, however, this supervision is expected to reduce as experience increases.

Employees at this level may operate individually or as a member of a team within a work group.

(c) Characteristics of the level

At this level there are a number of established methods, techniques, and Standard Operating Procedures which may apply to a work situation or an incident. Employees at this level must function within these established protocols but must also exercise discretion as to determining which matters should be referred to a supervisor for direction.

Limited discretion is available for the selection of the appropriate means of completing duties or tasks.

Guidance is always available and work outcomes may be closely monitored.

Whilst supervision of other employees is not normally a feature at this level, employees would, however, be required to assist new staff and trainees, including volunteers by providing general information, guidance, training and advice.

Employees at this level require the ability to obtain the cooperation and assistance of others in carrying out defined activities. As well as exchanging information, employees must communicate effectively with peers, supervisors and members of the general community during stressful situations.

(d) Progression within the level

This level contains 5 Pay Points.

Progression through the Pay Points is expected.

The minimum period of service required before progression through the Pay Points may occur will be 12 months and meeting the requirements listed below.

Progression between Pay Points for positions at this level will be dependent upon:

- (i) completion of pre-defined components of the training program;
- (ii) ongoing performance management and development;
- (iii) satisfactory demonstration of operational skills; and
- (iv) achievement of necessary accreditations.

Progression to Pay Point 5 will be dependent upon the acquisition of core skills for Level 2, which will provide employees with certain necessary skills and abilities to fulfill the basic requirements of a Level 2 position if required to do so. The application of these skills will be required from time to time as circumstances dictate and as part of the officer's ongoing training and development.

From this same point of view, it will be required that skills and knowledge will be maintained and that periodic assessments will be conducted of all employees, including those at the top of the level for this purpose.

All employees within this level will be required to continue skill and knowledge maintenance, assessment and appraisal.

Similarly, regardless of length of service at the level when any new skills or knowledge are introduced, every employee will be required to undertake training and demonstrate the appropriate understanding required.

Employees at Pay Point 5 will also assist and relieve RFMO Level 2 officers as required.

S1.3.2 Rural Fire Management Officer - Level 2 (RFMO2)

(a) Work level description

Employees at this level are responsible for developing strong cooperative working relationships at the area level to ensure an effective, efficient and sustainable delivery of all rural fire related services. Employees would be required to travel throughout the area to ensure delivery of Rural Fires operational activities.

An understanding of the organisation's functions coupled with detailed knowledge of the work unit's operations, practices and procedures is necessary for competent performance.

Employees at this level will usually be required to undertake flexible work arrangements, and will have the capacity to provide supervision for Level 1.

(b) Level of supervision

Employees at this level work under the general direction of a Level 3 officer, but must work with a level of independence, often being the senior operations person at a particular location. The employee will be required to undertake a range of functions, which may require the application of technical skills and experience or the practical application of a high level of skills.

Position objectives are clearly defined, however, an employee may need to exercise a level of discretion in localised command situations. Procedures and operating standards are defined through established guidelines, requirements and Standard Operating Procedures, and through recognised techniques and methods associated with fire prevention and suppression activities.

A range of varied techniques, systems, methods or processes is available to perform the work, and the employee is expected to understand and to exercise the necessary discretion in their use. Such exercise of discretion takes place from within the framework of learned experience and training.

Issues that cannot be resolved by reference to established practices and Standard Operating Procedures would usually be referred to a Level 3 officer.

(c) Characteristics of the level

At this level there a number of established methods, techniques, and Standard Operating Procedures which may apply to a work situation or an incident. Employees at this level must function within these established protocols but must also exercise discretion as to determining which matters should be referred to a higher level for direction. Employees at Level 2 are required to provide guidance and direction to staff.

Limited discretion is available for the selection of the appropriate means of completing duties or tasks.

Guidance is usually available and work outcomes will be reviewed regularly.

Supervision of other employees is normally a feature at this level, as well as the requirement to assist new staff and trainees including volunteers by providing general information, guidance, training and advice. Positions at this level may have supervisory responsibilities for day to day operations of a small group that may include volunteers.

Positions at this level require the ability to obtain the co-operation and assistance of others in carrying out defined activities. As well as exchanging information, employees must communicate effectively with subordinates, peers, supervisors and members of the general community during stressful situations.

(d) Progression within the level

This level contains 3 Pay Points.

Appointment to Level 2 will be at Pay Point 1 and subject to having successfully completed pre-defined components of the training program.

The minimum period of service required before progression through the Pay Points may occur will be 12 months and meeting the requirements listed below.

Progression between Pay Points for positions at this level will be dependent upon:

- (i) completion of pre-defined components of the training program;
- (ii) ongoing performance management and development;
- (iii) demonstrated capacity to effectively supervise employees;
- (iv) satisfactory demonstration of operational skills; and
- (v) achievement of necessary accreditations.

Whilst developmental training for progression to Pay Points 2 and 3 is elective, skills maintenance is mandatory as is the performance management and development process.

All employees at this level will be required to continue skill and knowledge maintenance, assessment and appraisal, including those at the top of the level.

Progression to Pay Point 3 will be dependent upon the acquisition of core skills for RFMO Level 3 which will provide employees with certain necessary skills and abilities to fulfill the basic requirements of a Level 3 position if required to do so. The application of these skills will be required from time to time as circumstances dictate and as part of the officer's ongoing training and development.

From this same point of view it will be required that skills and knowledge will be maintained and that periodic assessments will be conducted of all employees, including those at the top of the level, for this purpose.

Similarly, regardless of length of service at the level when any new skills or knowledge are introduced, every employee will be required to undertake training and demonstrate the appropriate understanding required.

Employees at Pay Point 3 will also assist and relieve Level 3 officers as required.

S1.3.3 Inspector (RFMO3)

(a) Work level description

Employees at this level are responsible for managing the effectiveness of the area team in relation to mitigation and response towards ensuring the community is safe from wildfires. Employees at this level would be required to travel throughout the area to ensure regional services are delivered.

An understanding of the organisation's functions coupled with detailed knowledge of the work unit's operations, practices and procedures is necessary for competent performance.

The capacity to effectively manage officers at Levels 1 and 2 is a prerequisite of this level.

Employees at this level will usually be required to undertake flexible work arrangements, and will have the capacity to provide supervision of officers in the lower levels.

(b) Level of supervision

Employees at this level work under general direction and undertake a range of functions, which may require the application of technical skills and experience or the practical application of a high level of skills.

Position objectives are clearly defined. Procedures and operating standards are defined through guidelines, requirements and Standard Operating Procedures, and through recognised techniques and methods associated with firefighting.

A range of varied techniques, systems, methods or processes is available to perform the work, and officers are expected to understand and exercise the necessary discretion in their use.

Such exercise of discretion takes place from within the framework of learned experience and training.

A key feature of this level is the requirement to manage staff through other supervisory levels.

(c) Characteristics of the level

Employees at this level may operate individually or as a member of a team.

Supervision of subordinate employees may be a feature of this level.

Assistance is usually available if required when problems occur, although problems are usually resolvable by reference to procedures, documented methods and instructions.

Whilst there is some scope for exercising initiative in the application of established work practices and procedures, problems can generally be solved by reference to documented methods and instructions. Employees are required to interpret operating policies and Standard Operating Procedures in order to determine

the most appropriate course of action.

Employees at this level will also start to be concerned with the development of more efficient work practices within the work teams, which they supervise.

Problem resolution is a frequent requirement. Functions at this level include the identification and development of ideas, the detailed analysis of alternative courses of action and their implications, addressing difficulties, problems in the work environment, devising action plans and advancing new approaches to more senior management levels.

Employees at this level are competent to provide authoritative information to less experienced employees within the work team or under their direct supervision. Positions at this level may have command and control responsibility.

S1.3.4 Superintendent (RFMO4)

(a) Work level descriptor

Work at this level requires specialised knowledge in rural fire operations, including volunteer management.

Where the emphasis of the position is management, key functions will involve planning, organising, directing and controlling the work of subordinate supervisory levels. Extensive knowledge in the area of operations, and advanced management skills would be expected. Officers at this level will provide leadership at a professional level.

Positions, which have primary emphasis of a specialist nature, require specialised knowledge of complex and innovative methods and techniques, resulting from experience and/or advanced training.

Employees at this level will usually be required to undertake flexible work arrangements, and will have the capacity to provide supervision of offices at the lower levels.

Work is undertaken under limited direction as to work priorities and the detailed conduct of the task.

Employees may be responsible for larger work teams, functions or zone operations.

High levels of initiative in accomplishing objectives shall be required to be exercised both on an individual basis and/or in a work team situation.

(b) Level of supervision

Work is performed either independently with guidance from superiors only for those aspects of work which involve new or sophisticated techniques or relate to areas outside a position's normal span of activity.

The role spans a range of activities, many of which are complex or specialised in nature. Work may require the modification or adoption of established methods, procedures, systems or policies.

Officers at this level will affect the way that work is performed by others, and will be involved in the detail of operational planning.

(c) Characteristics of the level

There is scope for the exercise of initiative in the application of established work practices and procedures.

Problem solving and conflict resolution are common requirements at this level. Work demands the identification and development of ideas, the detailed analysis of alternative courses of action and their implications, addressing difficulties, problems in the work environment, devising action plans and advancing new approaches.

Employees are required to analyse problems and recommend solutions or alternative courses of action.

Employees at this level would be required to lead and motivate employees and to inspire others to co-operate in the achievement of difficult and sometimes conflicting objectives.

Positions at this level will be governed by a clear set of objectives and budgets.

The performance of employees at this level will be monitored by a more senior officer to ensure the efficient achievement of operational targets. Expenditure will be reviewed regularly.

Part of accountability at this level involves the identification of employee development needs, and the implementation of programs to improve staff performance.

Many of the activities and responsibilities of this level would usually comprise a total management function.

S1.4 Auxiliary firefighter stream

IA clause 5 & Standing Order Definitions & clauses 4.3 & 4.4

(a) Auxiliary firefighter level 1, 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 ARTEP. The pre-operational components of the ARTEP (FNA410) must be successfully completed before responding to emergency incidents.

(b) Auxiliary firefighter level 1, 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.

(c) Auxiliary firefighter level 2 - 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.

(d) Auxiliary firefighter level 3 - 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 24hour permanent full-time crewed stations.

(e) 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 not to respond to emergency incidents upon appointment to this position. This Officer may be responsible for the coordination and/or delivery of community safety activities.

(f) 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.