AWARD MODERNISATION PREPARATION

QUEENSLAND FIRE AND RESCUE SERVICE AWARD		
EXISTING CLAUSE	COMMENTS	REPLACEMENT CLAUSES
1.1 Title	Change name to QFES	1.1 Title
This Award is known as the Queensland Fire		This Award is known as the Queensland Fire and
and Rescue Service Award		Emergency Services Modern Award 2016.
1.2 Arrangement	Will need to be amended	
Subject Matter Clause No.		
PART 1 - APPLICATION AND OPERATION		
Title 1.1		
Arrangement 1.2		
Date of operation 1.3		
Award coverage 1.4		
Area of operation 1.5		
Parties bound 1.6		
Definitions 1.7		
PART 2 - FLEXIBILITY		
Enterprise flexibility 2.1		
PART 3 - COMMUNICATION,		
CONSULTATION AND DISPUTE		
RESOLUTION		
Disputes and grievance procedures 3.1		
PART 4 - EMPLOYER AND EMPLOYEES'		
DUTIES, EMPLOYMENT RELATIONSHIP		
AND RELATED ARRANGEMENTS		
Contract of employment 4.1		
Part-time employment 4.2		
Temporary employment 4.3		
Termination of employment 4.4		
Termination of employment, introduction of		
change and redundancy 4.5		
Performance of higher duties 4.6		
Anti-discrimination 4.7		

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PART 5 - WAGES AND WAGE RELATED	
MATTERS	
Classification and pay system 5.1	
Generic level descriptors 5.2	
Subject Matter Clause No.	
Salaries 5.3	
Allowances 5.4	
Payment of wages 5.5	
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PART 6 - HOURS OF WORK, BREAKS,	
OVERTIME, SHIFT WORK, WEEKEND	
WORK	
Hours of work 6.1	
Overtime 6.2	
Meal breaks 6.3	
Rest pauses 6.4	
Shift work 6.5	
Call-back 6.6	
PART 7 - LEAVE OF ABSENCE AND	
PUBLIC HOLIDAYS	
Annual leave 7.1	
Sick leave 7.2	
Long service leave 7.3	
Family leave 7.4	
Bereavement leave 7.5	
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PART 8 - TRANSFERS, TRAVELLING AND	
WORKING AWAY FROM USUAL PLACE	
OF WORK	
Fares and travelling 8.1	
PART 9 - TRAINING AND RELATED	
MATTERS	
Training, learning and development 9.1	
Training arrangements 9.2	
PART 10 - OCCUPATIONAL HEALTH AND	

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This Award operates from 1 January 2016.	1.3 Date of Operation This Award operates from 1 January 2016.
Needs a "coverage provision" Section 71MC needs to cover QFES, stated employees, unions s.140E, s.140EA	 1.4 Award coverage This Award applies to: 1.4.1 Queensland Fire and Emergency Services 1.4.2 Employees of the Queensland Fire and Emergency Services whose classifications and rates of pay are prescribed herein 1.4.3 United Firefighters' Union of Australia, Union of Employees, Queensland, 1.4.4 Queensland Fire Service Senior Officers' Association, Union of Employees
	Needs a "coverage provision" Section 71MC needs to cover QFES, stated employees, unions

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		1.4.5 This Award does not apply to volunteer or auxiliary officers of the Queensland Fire and Emergency Services.
1.5 Area of operation	Retain	1.5 Area of operation
For the purpose of this Award, the Divisions		For the purpose of this Award, the Divisions and
and Districts shall be as follows:		Districts shall be as follows:
1.5.1 Divisions		1.5.1 Divisions
Northern Division - That portion of the State along or north of a line commencing at the		Northern Division - That portion of the State along or north of a line commencing at the junction of the
junction of the sea coast with the 21st parallel		sea coast with the 21st parallel of south latitude;
of south latitude; then by that parallel of		then by that parallel of latitude due west to 147
latitude due west to 147 degrees of east		degrees of east longitude due south to 22 degrees 30
longitude due south to 22 degrees 30 minutes		minutes of south latitude; then by that parallel of
of south latitude; then by that parallel of		latitude due west to the western border of the State.
latitude due west to the western border of the		Mackay Division - That portion of the State within
State.		the following boundaries:
Mackay Division - That portion of the State		Commencing at the junction of the sea coast with
within the following boundaries:		the 21st parallel of south latitude; then by that
Commencing at the junction of the sea coast		parallel of
with the 21st parallel of south latitude; then by		latitude due west to 147 degrees of east longitude;
that parallel of latitude due west to 147 degrees		then by that meridian of longitude due south to 22
of east longitude; then by that meridian of		degrees of south latitude; then by that parallel of
longitude due south to 22 degrees of south		latitude due east to the sea-coast; then by the sea
latitude; then by that parallel of latitude due		coast northerly to the point of commencement.
east to the sea-coast; then by the sea coast		Southern Division - That portion of the State not
northerly to the point of commencement.		included in the Northern or Mackay Divisions. 1.5.2 <i>Districts</i>
Southern Division - That portion of the State		Northern Division:
not included in the Northern or Mackay		Eastern District - That portion of the Northern
Divisions.		Division along or east of 144 degrees 30 minutes of
1.5.2 Districts		east longitude.
Northern Division:		Western District - The remainder of the Northern
Eastern District - That portion of the Northern		Division.
Division along or east of 144 degrees 30		Southern Division:

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 minutes of east longitude. Western District - The remainder of the Northern Division. Southern Division: Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then by that meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude due north to the southern boundary of the Mackay Division. Western District - The remainder of the Southern Division. 1.6 Parties bound This Award is legally binding upon the employees as prescribed by clause 1.4 and their employer, and the United Firefighters' Union of Australia, Union of Employees and their members. 	needs redrafting as to a "coverage" clause DELETE NOT REQUIRED.	24/9/14 Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then by that meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due north to the southern boundary of the Mackay Division. Western District - The remainder of the Southern Division. "Parties Bound" clause not required.
 1.7 Definitions 1.7.1 The "Act" means the <i>"Industrial Relations Act 1999"</i> as amended or replaced from time to time. 1.7.2 "Classification Level" shall comprise a number of Pay Points through which employees will be eligible to progress. 1.7.3 "Commission" means the Queensland Industrial Relations Commission. 1.7.4 "Commissioner" means the Commissioner of Queensland Fire and Rescue 	Change to QFES Changes to classification structure in 5.2 require 1.7.2, 1.7.7 & 1.7.10 are deleted & renumber remaining definitions.	 1.7 Definitions 1.7.1 The "Act" means the <i>"Industrial Relations Act 1999"</i> as amended or replaced from time to time. 1.7.2 "Classification Level" shall comprise a number of Pay Points through which employees will be eligible to progress. 1.7.3 "Commission" means the Queensland Industrial Relations Commission. 1.7.4 "Commissioner" means the Commissioner of Queensland Fire and Rescue Service Queensland Fire and Emergency Service or the Commissioner's

1.7.5 Continuous Shift work means a loster	1.7.4 Commissioner means the	1.7.5 Continuous Smit work means a roster
pattern that continually provides for work to be	Commissioner of Queensland Fire and	pattern that continually provides for work to be
perform over a period of 24 hours a day, 7 days	Rescue Service or the Commissioner's	perform over a period of 24 hours a day, 7 days per
per week, 365 days per year.	delegate.	week, 365 days per year.
1.7.6 "Eligible Employee" means an employee		1.7.6 "Eligible Employee" means an employee of
of the Queensland Fire and Rescue Service		the Queensland Fire and Rescue Service
who is employed under this Award.		Queensland Fire and Emergency Service who is
1.7.7 "Generic Level Descriptor" means a	1.7.6 – Redraft with new name	employed under this
broad statement of the duties, skills and		Award.
responsibilities indicative of a given	1.7.6 "Eligible Employee" means an	1.7.7 "Generic Level Descriptor" means a broad
Classification Level.	employee of the Queensland Fire and	statement of the duties, skills and responsibilities
1.7.8 "Ordinary Time Earnings" means the	Emergency Service who is employed	indicative of a given Classification Level.
applicable classification rate under this Award	under this Award.	1.7.8 "Ordinary Time Earnings" means the
plus divisional and district parities and shift		applicable classification rate under this Award plus
and weekend penalty rates in relation to those		divisional and district parities and shift and
employees who are entitled to such penalties.		weekend penalty rates in relation to those
1.7.9 "Part-time Employee" means an		employees who are entitled to such penalties.
employee engaged as such and appointed to		1.7.9 "Part-time Employee" means an employee
work on a regular basis to work a set amount of		engaged as such and appointed to work on a regular
hours fewer than those prescribed for full-time		basis to work a set amount of hours fewer than
employees.		those prescribed for full-time employees.
1.7.10 "Pay Point" "PP" means the specific rate		1.7.10 "Pay Point" "PP" means the specific rate of
of remuneration payable to employees within a		remuneration payable to employees within a-
Classification Level.		Classification Level.
1.7.11 "Shift Work" means a roster pattern that		1.7.11 "Shift Work" means a roster pattern that
consistently provides for work to be performed		consistently provides for work to be performed 7
7 days per week, which may include night		days per week, which may include night shifts,
shifts, week-ends and public holidays.		week-ends and public holidays.
1.7.12 "Senior Officer" means employees at		1.7.12 "Senior Officer" means employees at the
the Inspector, Superintendent or Chief		Inspector, Superintendent or Chief Superintendent
Superintendent rank.		rank.
1.7.13 "Superannuation Fund" means "The		1.7.13 "Superannuation Fund" means "The
Queensland Fire and Rescue Services		Queensland Fire and Rescue Services
Superannuation Plan - Accumulation		Superannuation Plan – Accumulation Account", Q
Account", Q Super or Go Super or any other		Super or Go Super or any other scheme as approved

delegate.

175 "Continuous Shift Work" means a roster

Service or the Commissioner's delegate.

1.7.5 "Continuous Shift Work" means a roster 1.7.4 "Commissioner" means the

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scheme as approved by the Governor in Council in accordance with the <i>Fire and</i> <i>Rescue Service Act 1990</i> . 1.7.14 "Temporary Employee" means an employee engaged as such in either a full-time or part time capacity for a defined project or a specified period. 1.7.15 "Union" means the United Firefighters' Union of Australia, Union of Employees, Queensland and/or the Queensland Fire Service Senior Officers' Association, Union of Employees.		by the Governor in Council in accordance with the <i>Fire and Rescue Service Act 1990.</i> 1.7.14 "Temporary Employee" means an employee engaged as such in either a full-time or part time capacity for a defined project or a specified period. 1.7.15 "Union" means the United Firefighters' Union of Australia, Union of Employees, Queensland and/or the Queensland Fire Service Senior Officers' Association, Union of Employees.
 2.1 Enterprise flexibility 2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace. 2.1.2 The consultative processes established in an enterprise in terms of this Award may provide an appropriate mechanism for consideration of matters relevant to this clause. Union delegates at the place of work may be involved in such discussions. 2.1.3 Any proposed genuine agreement reached between an employer and employee/s in any enterprise is contingent upon the agreement being submitted to the Commission in accordance with the requirements of the Act and is to have no force or effect until approval is given. 	Retain	 2.1 Enterprise flexibility 2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace. 2.1.2 The consultative processes established in an enterprise in terms of this Award may provide an appropriate mechanism for consideration of matters relevant to this clause. Union delegates at the place of work may be involved in such discussions. 2.1.3 Any proposed genuine agreement reached between an employer and employee/s in any enterprise is contingent upon the agreement being submitted to the Commission in accordance with the requirements of the Act and is to have no force or effect until approval is given.
3.1 Disputes and grievance procedures	Delete and include the provision required	3.1 Disputes resolution

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3.1.1 There shall be an effective means of	by the regulations, with additional	
consultation between the Queensland Fire and	incidental provisions.	
Rescue Service and its employees and Unions		This term applies to a dispute regarding –
on all matters of mutual interest and concern,	sections 71MA and Section 71NB	
irrespective of whether the matters are likely to		(a) a matter arising under this industrial instrument;
give rise to dispute. Particular attention shall be		or
given to both formal and informal means of	Retain 3.1.4 with amendment	
consultation and information sharing between		(b) the Queensland Employment Standards.
management and employees.	Replace:-	
3.1.2 Failure to observe this fundamental	"The relevant union shall notify the	
principle of consultation would be contrary to	commissioner in writing of its duly	An employee who is a party to the dispute may
the intention of this procedure.	accredited delegates of all levels".	All employee who is a party to the dispute may
3.1.3 The objectives of the procedure are to:		appoint a representative for the purposes of the
(a) promote the prompt resolution of	With:-	appoint a representative for the purposes of the
grievances by consultation, co-operation and	"The Union shall notify the Queensland	procedures in this term if the representative is a
discussion;	Fire and Emergency Service	r · · · · · · · · · · · · · · · · · · ·
(b) reduce the level of disputation; and	Commissioner in writing of its duly	union entitled to represent the employee's industrial
(c) promote efficiency, effectiveness and	accredited delegates".	
equity in the workplace.		interests
3.1.4 The relevant Union shall notify the		
Commissioner in writing of its duly accredited		
delegates at all levels.		
3.1.5 This procedure applies to all industrial		In the first instance, the parties to the dispute must
matters within the meaning of the Act.		try to receive the dignute of the workplace level by
Stage 1 - In the first instance, an employee		try to resolve the dispute at the workplace level, by
shall inform such employee's immediate		discussions between the employee and relevant
supervisor of a claim or the existence of a		discussions between the employee and relevant
grievance in writing and they shall attempt to		supervisors or management, or both.
resolve the matter. It is recognised that an		
employee may wish to exercise the right to		
consult such employee's Union representative		
during the course of Stage 1.		If discussions at the workplace level do not resolve
Stage 2 - If the claim or grievance remains		
unresolved, the employee or the local Union		the dispute, a party to the dispute may refer the
representative on the employee's behalf shall		
refer the matter to the next in line manager.		

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The manager will consult with the parties.		matter to the commission.
The employee may exercise the right to consult		
or be represented by such employee's Union		
representative during the course of Stage 2.		The commission may deal with the dispute
<i>Stage 3</i> - If the claim or grievance remains		The commission may deal with the dispute
unresolved, the employee or the Union on the		as follows –
employee's behalf, shall refer the matter to the next in line manager (where applicable). The		
manager will consult with the parties.		
The employee may exercise the right to consult		
or be represented by such employee's Union		(a) the commission may first attempt to resolve the
representative during the course of Stage 3.		dispute as it considers appropriate, including by
Stage 4 - If the grievance is still unresolved,	Include:-	mediation, conciliation, expressing an opinion
the manager will advise the Commissioner and	"An employee is entitled to reasonable	or making a recommendation;
the aggrieved employee may submit the matter	paid time during working hours to consult	
in writing to the Commissioner if such	with their representative or the employer	(b) if the commission does not resolve the dispute
employee wishes to pursue the matter further.	about the dispute". [s.71NB]	under paragraph (a), the commission may then
If desired by either party, the matter shall also		deal with the dispute in accordance with its
be notified to the Union.		jurisdiction under the Act.
3.1.6 The procedure is to be completed in		
accordance with the following time frames		
unless the parties agree otherwise:		(c) If the commission arbitrates the dispute, it may
(a) Stage 1 - Discussions should take place		also use the powers that are available to it under the
between the employee and such employee's		Act. Chapter 9 of the Act provides for appeals
supervisor within 48 hours and the procedure		against particular decisions made by the
shall not extend beyond 7 days.		commission.
(b) Stage 2 - Not to exceed 7 days.		
(c) Stage 3 - Not to exceed 7 days.		
(d) Stage 4 - Not to exceed 7 days (except where Stage 3 is not applicable in which case		
the period is not to exceed 14 days).		(d) While the dispute resolution procedure is being
3.1.7 If the matter is still unable to be resolved,		conducted, work must continue in accordance
the parties may seek the assistance of the		with this industrial instrument and the Act.
Commission.		
3.1.8 Until the dispute or grievance is		() Subject to applicable work health andf-t-
determined (and except when a <i>bona fide</i>		(e) Subject to applicable work health and safety
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safety issue is involved), work shall continue in accordance with normal operational procedures existing before the emergence of the dispute or grievance. No party shall be prejudiced as to the final settlement by the continuation of work.		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.
		(f) The parties to the dispute agree to be bound by the decision made by the commission in accordance with this term. ¹
		(g) The Union shall notify the QFES Commissioner in writing of its duly accredited delegates.
		(h) An employee is entitled to reasonable paid time during working hours to consult with their representative or the employer about the dispute.
4.1 Contract of employment	Section 7IN (a) Retain	4.1 Contract of employment
Employees may be engaged in either a full-		Employees may be engaged in either a full-time,
time, part-time, or temporary employment		part-time, or temporary employment capacity
capacity subject to the provisions of the <i>Fire</i> and <i>Rescue Service Act 1990</i> .		subject to the provisions of the <i>Fire and Rescue</i> Service Act 1990.
4.2 Part-time employment	Retain	4.2 Part-time employment
4.2.1 Prior to the introduction of part-time	Ketain	4.2.1 Prior to the introduction of part-time
employment, consultation shall occur between		employment, consultation shall occur between the
the parties. The following provisions will		parties. The following
apply:		provisions will apply:
(a) The spread of ordinary hours shall be the		(a) The spread of ordinary hours shall be the same
same as those prescribed for a full-time		as those prescribed for a full-time employee under

^{1&}lt;sup>1</sup>*Verbatim* from the regulation, but has no effect.

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employee under this Award.		this
(b) A Part-time Employee shall be employed		Award.
for no less than an average of 8 hours and no		(b) A Part-time Employee shall be employed for no
more than 32 hours per week.		less than an average of 8 hours and no more than 32
(c) A Part-time Employee shall be paid at the		hours per week.
same hourly rate as a full-time employee would		(c) A Part-time Employee shall be paid at the same
have been paid for performing duty at the same		hourly rate as a full-time employee would have
Classification Level. A Part-time Employee		been paid for performing duty at the same
shall also be entitled to allowances as and		Classification Level. A Part-time Employee shall
where prescribed by this Award and on a pro		also be entitled to allowances as and where
<i>rata</i> basis where appropriate.		prescribed by this Award and on a <i>pro rata</i> basis
(d) The public holiday provisions of this		where appropriate.
Award shall apply on a <i>pro rata</i> basis to part		(d) The public holiday provisions of this Award
time employees.		shall apply on a <i>pro rata</i> basis to part time
(e) All leave provisions of this Award applying		employees.
to full-time employees shall apply pro rata to		(e) All leave provisions of this Award applying to
Part-time		full-time employees shall apply pro rata to Part-
Employees.		time
4.2.2 All time worked outside the ordinary		Employees.
working hours as provided for in clause 4.2.1		4.2.2 All time worked outside the ordinary working
and all time worked in excess		hours as provided for in clause 4.2.1 and all time
of the hours as mutually arranged in clause		worked in excess of the hours as mutually arranged
4.2.1 will be overtime and paid for at the rates		in clause 4.2.1 will be overtime and paid for at the
prescribed in clause 6.2 (Overtime).		rates prescribed in clause 6.2 (Overtime).
4.3 Temporary employment	Retain	4.3 Temporary employment
4.3.1 Prior to the introduction of Temporary		4.3.1 Prior to the introduction of Temporary
Employees at the Inspector and Superintendent		Employees at the Inspector and Superintendent
ranks, consultation shall occur between the		ranks, consultation shall occur between the relevant
relevant parties.		parties.
4.3.2 Eligibility for temporary employment		4.3.2 Eligibility for temporary employment will be
will be dependent upon satisfying the		dependent upon satisfying the competency standard
competency standard prescribed for the		prescribed for the position. Temporary Employees
position. Temporary Employees shall be		shall be required to maintain this standard for the
required to maintain this standard for the		duration of the temporary engagement.
duration of the temporary engagement.		4.3.3 A Temporary Employee may be engaged in
4.3.3 A Temporary Employee may be engaged		either a full-time or part-time capacity for a

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in either a full-time or part-time capacity for a		predetermined period which will not usually exceed
predetermined period which will not usually		6 months.
exceed 6 months.		4.3.4 The method of working ordinary hours shall
4.3.4 The method of working ordinary hours		be the same as those prescribed for a full-time
shall be the same as those prescribed for a full-		employee under this Award.
time employee under this Award.		4.3.5 All leave provisions of this Award applying to
4.3.5 All leave provisions of this Award		full-time employees shall apply <i>pro rata</i> to
applying to full-time employees shall apply		Temporary
pro rata to Temporary Employees.		Employees.
4.3.6 Upon permanent appointment, temporary		4.3.6 Upon permanent appointment, temporary
service shall be counted as service:		service shall be counted as service:
Provided that no more than 3 months has		Provided that no more than 3 months has elapsed
elapsed between the completion of temporary		between the completion of temporary service and
service and taking up a permanent		taking up a permanent appointment.
appointment.		
4.4 Termination of employment	Retain with clarification.	4.4 Termination of employment
4.4.1 Notice by employee		4.4.1 Notice by employee
(a) Written notice of resignation of not less	Redraft to incorporate 'pro rata' deduction	(a) Written notice of resignation of not less than 2
than 2 weeks shall be given by the employee.	of salary for balance of required notice not	weeks shall be given by the employee. Such 2
Such 2 weeks shall not include annual leave.	given.	weeks shall not include annual leave.
(b) Where 2 weeks' notice is not given, the	Delete:	
equivalent amount of salary shall be forfeited	(b) Where 2 weeks' notice is not given, the	(b) Where 2 weeks' notice is not given, the
in lieu thereof.	equivalent amount of salary shall be	employer may deduct an amount of salary
(c) In the case of an employee whose	forfeited in lieu thereof.	equivalent to the balance of the notice not given.
resignation is to take effect less than 2 weeks	(c) In the case of an employee whose	
after it is given, the employee shall forfeit 2	resignation is to take effect less than 2-	(c) In the case of an employee whose resignation is
weeks' salary or such lesser amount as the	weeks after it is given, the employee	to take effect less than 2 weeks after it is given, the
employer considers to be fair and reasonable.	shall forfeit 2 weeks' salary or such lesser	employer may deduct an amount of salary
4.4.2 Notice by the employer	amount as the employer considers to be	equivalent to the balance of the notice not given.
(a) The employer may dismiss an employee	fair and reasonable.	(b) Where 2 weeks' notice is not given, the-
only if:		equivalent amount of salary shall be forfeited in lieu
(i) the employee has been given the period of	Insert:	thereof.
notice required by clause 4.4.2(b), or	(b) Where 2 weeks' notice is not given,	(c) In the case of an employee whose resignation is
compensation; or	the employer may deduct an amount of	to take effect less than 2 weeks after it is given, the
(ii) the employee engages in misconduct of a	salary equivalent to the balance of the	employee
type that would make it unreasonable to require	notice not given.	shall forfeit 2 weeks' salary or such lesser amount

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the employer to continue the employment		as the employer considers to be fair and reasonable.
during the notice period.	(c) In the case of an employee whose	4.4.2 Notice by the employer
(b) The minimum period of notice is:	resignation is to take effect less than 2	(a) The employer may dismiss an employee only if:
Period of Continuous Service Period of Notice	weeks after it is given, the employer may	(i) the employee has been given the period of notice
not more than 3 years 2 weeks more than 3	deduct an amount of salary equivalent to	required by clause 4.4.2(b), or compensation; or
years, but not more than 5 years 3 weeks more	the balance of the notice not given.	(ii) the employee engages in misconduct of a type
than 5 years 4 weeks		that would make it unreasonable to require the
(c) In addition to the notice in clause 4.4.2(b)		employer to
employees over 45 years of age at the time of		continue the employment during the notice period.
giving of notice and with not less than 2 years'		(b) The minimum period of notice is:
continuous service, shall be entitled to an		Period of Continuous Service Period of Notice
additional week's notice.		not more than 3 years 2 weeks
(d) Payment in lieu of notice shall be made if		more than 3 years, but not more than 5 years 3
the appropriate notice is not given:		weeks
Provided that employment may be terminated		more than 5 years 4 weeks
by part of the period of notice specified and		(c) In addition to the notice in clause 4.4.2(b)
part payment in lieu thereof.		employees over 45 years of age at the time of
(e) In calculating any payment in lieu of notice		giving of notice and with not less than 2 years'
the ordinary time rate of pay for the employee		continuous service, shall be entitled to an additional
concerned shall be used.		week's notice.
(f) The period of notice in clause 4.4.2 (b) shall		(d) Payment in lieu of notice shall be made if the
not apply in the case of dismissal for		appropriate notice is not given:
misconduct or other grounds that justified		Provided that employment may be terminated by
instant dismissal, or in the case of casual or		part of the period of notice specified and part
Temporary Employees, or to employees on		payment in
daily hire, or employees engaged for a specific		lieu thereof.
period of time or for a specific task or tasks.		(e) In calculating any payment in lieu of notice the
		ordinary time rate of pay for the employee
		concerned shall be used.
		(f) The period of notice in clause 4.4.2 (b) shall not
		apply in the case of dismissal for misconduct or
		other
		grounds that justified instant dismissal, or in the
		case of casual or Temporary Employees, or to
		employees on daily hire, or employees engaged for
		a specific period of time or for a specific task or

		tasks.
4.5 Termination of employment,	Sections 71KE – 71KF – 71KG	4.5 Consultation about major organisational
introduction of change and redundancy		changes
4.5.1 Except as provided for in clause 4.4 and		
4.5.2 the Commissioner shall observe the terms	4.5.2 retain	This term applies if –
and conditions of the Termination, Change and		
Redundancy clause set out in the Statement of	Required Content Provision	(a) the employer has made a definite decision to
Policy (174 QGIG 908) giving the effect to the		introduce a major change to production, program,
decisions of the Queensland Industrial	And incidental provisions	organisation, structure, or technology in relation to
Relations Commission in case numbers B209		its enterprise; and
and B308 of 2002 (173 of QGIG 1417; 174	Consultation about major	
QGIG 741).	organisational changes	(b) the change is likely to have a significant effect
4.5.2 The provisions of clause 4.5 will not		on some or all employees (relevant employees) of
apply to the extent that the provisions of the		the enterprise.
redundancy arrangements are contained in a		the enterprise.
Directive issued by the Minister responsible for		
industrial relations pursuant to section 54 of the		
Public Service Act 2008, where the Directive		The employer must notify the relevant employees
provides for entitlements that are superior to		of the decision to introduce the major change.
clause 4.5.		
		The employer is not required to –
		(a) notify the relevant employees or a
		representative of the decision until the time the
		employer considers appropriate; or
		(b) consult with the relevant employees or a
		representative about the decision until the
		employer notifies the relevant employees or the
		representative of the decision; or
		(c) consult with the relevant employees or a
		representative about the decision other than in
		relation to implementation of the decision; or
		(d) disclose confidential or commercially sensitive
		information to the relevant employees or a
		representative.

	The relevant employees may appoint a representative for the purposes of the procedures in this term if the representative is a union entitled to represent the employees' industrial interests.
Include:- "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". [s71NB]	 If - (a) the relevant employees appoint a representative under (4) for the purposes of consultation; and (b) the relevant employees advise the employer of the identity of the representative; the employer must recognise the representative. As soon as practicable after notifying the relevant employees of the decision under (2), the employer must - (a) discuss with the relevant employees - (i) the implementation of the change; and (ii) the effect the implementation of the change is likely to have on the relevant employees; and (iii) measures the employer is taking to avert or mitigate the adverse effect of the implementation of the change on the relevant employees; and (b) for the purposes of the discussion – provide, in writing, to the relevant employees – (i) information about the implementation of the change proposed; and (ii) information about the expected effects of the implementation of the change proposed; and

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relevant employees; and (iii) any other matters regarding the implementation of the change likely to affect the relevant employees. The employer must give prompt and genuine consideration to matters raised about the implementation of the major change by the relevant employees.
In this term, a major change is likely to have a significant effect on employees if it is likely to result in – (a) the termination of the employment of employees; or (b) a major change to the composition, operation or size of the employer's workforce or the skills required of employees; or (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or (d) an alteration of hours of work; or (e) the need to retrain employees; or (f) the need to relocate employees to another workplace; or (g) the restructuring of jobs. Employees are entitled to reasonable paid time during working hours to consult with their representatives or the employee about major organisational changes that are likely to have a significant effect on the employees.

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		4.5.2 The provisions of clause 4.5 will not apply to
		the extent that the provisions of the redundancy
		arrangements are contained in a Directive issued by
		the Minister responsible for industrial relations
		pursuant to section 54 of the <i>Public Service Act</i>
		2008, where the Directive provides for entitlements
		· ·
		that are superior to clause 4.5.
4.6 Performance of higher duties	Reword for current /correct classifications	4.6 Performance of higher duties
4.6.1 When an employee is appointed to relieve		4.6.1 When an employee is appointed to relieve in a
in a position at a higher Classification Level,	Delete	position at a higher Classification Level, payment
payment shall only be at the higher rate when	"FP01 and FP02"	shall only be at the higher rate when the period of
the period of relieving exceeds two consecutive		relieving exceeds two consecutive days or shifts.
days or shifts.		4.6.2 Where the period of relieving exceeds 2
4.6.2 Where the period of relieving exceeds 2		consecutive days or shifts, the higher payment shall
consecutive days or shifts, the higher payment		be at the rate of the first Pay Point in the higher
shall be at the rate of the first Pay Point in the		Classification Level and shall be paid for the entire
higher Classification Level and shall be paid		period spent relieving.
for the entire period spent relieving.		4.6.3 Provided that FPO1 and FPO2 employees at
4.6.3 Provided that FPO1 and FPO2 employees		the Firefighter or Station Officer ranks appointed to
at the Firefighter or Station Officer ranks		relieve at higher Classification Levels shall be paid
appointed to relieve at higher Classification		at the first Pay Point of the higher Classification
Levels shall be paid at the first Pay Point of the		Level for each full day or shift completed.
higher Classification Level for each full day or		
shift completed.		
4.7 Anti-discrimination	Retain	4.7 Anti-discrimination
4.7.1 It is the intention of the parties to this		4.7.1 It is the intention of the parties to this Award
Award to prevent and eliminate discrimination		to prevent and eliminate discrimination as defined
as defined by the Anti-Discrimination Act 1991		by the Anti-
and the Industrial Relations Act 1999 as		Discrimination Act 1991 and the Industrial
amended from time to time which includes:		<i>Relations Act 1999</i> as amended from time to time
(a) discrimination on the basis of sex;		which includes:
relationship status, family responsibilities,		(a) discrimination on the basis of sex; relationship
pregnancy, parental status, breastfeeding, age,		status, family responsibilities, pregnancy, parental
race, impairment, religious belief or religious		status, breastfeeding, age, race, impairment,

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activity, political belief or activity, trade union		religious belief or religious activity, political belief
activity, lawful sexual activity, gender identity,		or activity, trade union activity, lawful sexual
sexuality and association with, or in relation to,		activity, gender identity, sexuality and association
a person identified on the basis of the above		with, or in relation to, a person identified on the
attributes;		basis of the above attributes;
(b) sexual harassment; and		(b) sexual harassment; and
(c) racial and religious vilification.		(c) racial and religious vilification.
4.7.2 Accordingly in fulfilling their obligations		4.7.2 Accordingly in fulfilling their obligations
under the disputes avoidance and settling		under the disputes avoidance and settling
procedures in clause 3.1, the parties to the		procedures in clause 3.1, the parties to the Award
Award must take reasonable steps to ensure		must take reasonable steps to ensure that neither the
that neither the Award provisions nor their		Award provisions nor their operation are directly or
operation		indirectly discriminatory in their effects.
are directly or indirectly discriminatory in their		4.7.3 Under the Anti-Discrimination Act 1991 it is
effects.		unlawful to victimise an employee because the
4.7.3 Under the Anti-Discrimination Act 1991		employee has made or may make or has been
it is unlawful to victimise an employee because		involved in a complaint of unlawful discrimination
the employee has made or may make or has		or harassment.
been involved in a complaint of unlawful		4.7.4 Nothing in clause 4.7 is to be taken to affect:
discrimination or harassment.		(a) any different treatment (or treatment having
4.7.4 Nothing in clause 4.7 is to be taken to		different outcomes) which is specifically exempted
affect:		under the Anti-Discrimination Act 1991; or
(a) any different treatment (or treatment having		(b) an employee, employer or registered
different outcomes) which is specifically		organisation, pursuing matters of discrimination,
exempted under the Anti-Discrimination Act		including by
<i>1991</i> ; or		application to the Australian Human Rights
(b) an employee, employer or registered		Commission/Anti-Discrimination Commission
organisation, pursuing matters of		Queensland.
discrimination, including by application to the		
Australian Human Rights Commission/Anti-		
Discrimination Commission Queensland.		
5.1 Classification and pay system	Needs editing and updating	5.1 Classification and Pay System
5.1.1 Payment is determined by the skill level		5.1.1 An employee's work role will be outlined in
of the role, not the tasks undertaken. Payment		a "role description". Role descriptions will be
does not automatically vary when particular		graded against the classification structure.
tasks or new tasks are performed.		

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 5.1.2 An employee's work role will be outlined in a Role Description. Role Descriptions will be graded against the Generic Level Descriptors as specified in the classification structure. 5.1.3 Employees temporarily called upon to perform work at a higher Classification Level will attract a pay rate applicable to that level: Provided they have undertaken and satisfactorily performed work at the higher level for the prescribed minimum period, or longer. 	 5.1.2 Where work is restructured to meet business needs or operations expanded into new roles, role descriptions will be created and graded according to the classification structure. The role descriptions will detail the general role context and the specific competencies required of employees at the relevant location. 5.1.3 Movement within and between all levels will be subject to satisfactory performance assessment and completion of prerequisites as detailed in the classification structure
5.1.4 The employer may direct an employee to carry out any duties as are within the limits of the employee's skill and competency and consistent with the classification structure.	
5.1.5 Where work is restructured to meet business needs or operations expanded into new areas, Role Descriptions will be created and graded according to the Generic Level Descriptors. The Role Descriptions will detail the general role context and the specific competencies required of employees at the relevant location.	
5.1.6 Work will be undertaken within a flexible environment. Prescriptive work schedules, which restrict work options, should not be used.	
5.1.7 Movement within and between all levels will be subject to satisfactory performance	

assessment and completion of specified		
prerequisites as detailed in the Generic Level		
Descriptors.		
5.2 Generic level descriptors		5.2 Generic Level Descriptors Classification
5.2.1 Firefighter	Needs updating	Structure
(a) Work level description	Delete all of the Generic level Descriptors.	5.2.1 Recruit Firefighter
Employees at this level are involved in the	Replace with new current classification	
delivery of operational services. Work routines,	structure.	(a) This classification requires that a successful
methods and procedures are clearly established		applicant to QFRS is enrolled in PUA20601
and there is limited scope for deviation.		Certificate II in Public Safety (Firefighting and
It would be expected that the range of activities		Emergency Service Operations) at SFRST and has
undertaken will be increasingly amended to		commenced the Q-STEP program.
provide diverse skills sets. Training, both on		commenced the Q-STEP program.
and off the job, is often a dominant feature of		
this level.		
		(b) An employee at this level is undergoing full
(b) Level of supervision		time training and does not perform operational
Work may initially be performed under close		duties.
supervision by a more experienced officer;		duties.
however, this supervision is expected to reduce		
as experience increases.		
Employees at this level may operate		(c) A Recruit Firefighter is required to progress to
individually or as a member of a team within a		the
work group.		classification of Firefighter.
		-
(c) Characteristics of the level		(d) Nominal time at this classification is 16 weeks.
At this level there are a number of established		
methods, techniques, and Standard Operating		
Procedures, which may apply to a work		5.2.2 Firefighter
situation or an incident. Employees at this level		
must function within these established		(a) Progression to this classification requires
protocols but must also exercise discretion as		satisfactory completion of –
to determining which matters should be		
referred to a supervisor for direction.		i. PUA20601 Certificate II in Public Safety
Limited discretion is available for the selection		(Firefighting and Emergency Service

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of the appropriate means of completing duties or tasks. Guidance is always available and work	ii. Operations), and iii. all other aspects of firefighter recruit training at SFRST, and
outcomes may be closely monitored. Whilst supervision of other employees is not	(b) During employment at this classification level,
normally a feature at this level, employees would however, be required to assist new staff and trainees (including auxiliaries and	an employee must satisfactorily complete the following aspects
volunteers) by providing general information, guidance, training and advice.	of the Q-STEP program years 1, 2 & 3, –
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	 i. the Certificate III in Public Safety (Firefighting and Emergency Service Operations), and ii. the Certificate III in Public Safety (Community Safety), and iii. any other Q-STEP program qualification
community during stressful situations. (d) Duties and skills	requirements. (c) A firefighter is required to progress to the
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	classification of 1 st Class Firefighter.
standardised instructions.	(d) Nominal time at this classification is 32 Months. Progression to the classification of 1 st Class
Duties may include: (i) the use of skills and knowledge associated with handling emergency incidents;	Firefighter is dependent on the satisfactory performance of time in rank and the successful
(ii) basic administrative duties including computer operation;	completion of the required training.
(iii) carrying out fire prevention, fire safety and fire investigation activities under supervision;(iv) conducting training and public education;	5.2.3 1 st Class Firefighter
 (v) station maintenance and equipment testing and maintenance; and (vi) other duties for which officers are suitably 	(a)Progression to this classification requires time in rank as a Firefighter and the satisfactory completion
(vi) only duties for which officers are suitably	

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trained, skilled and/or qualified.	of all Q-STEP program requirements.
Employees at this level undertake a range of	
functions requiring the practical application of	(b) A 1 st Class Firefighter must hold -
acquired skills and knowledge.	
Technical skills are required in order to safely	i. Certificate III in Public Safety (Firefighting
and effectively operate basic machinery to	and Emergency Service Operations), and
perform routine and standard functions, and	ii. Certificate III in Public Safety (Community
organise duties across a working day to meet	Safety)
regular workload requirements.	
Supervisory responsibilities may include co-	(c) A 1 st Class Firefighter may elect to progress to
ordination of workflow processes, training of	the Senior Firefighter classification.
subordinate staff and responsibility of quality	
of output of the work group.	
Knowledge and compliance with regulations,	(e) There is no nominal maximum time at this
codes and specifications shall be required.	classification.
Duties at this level may include application of	
technical skills involving design/modification	
of equipment, research projects, support	5.2.4 Senior Firefighter
services, maintenance activities and the	(a) Progression to this classification requires
collating and analysis of information as	
required.	satisfactory completion of the Senior
	Firefighter Development Program.
(e) Progression within the level	
This level contains 5 Pay Points.	
Progression to the 1st Class Firefighter	(b) A Soniar Eirofichtor may make application to
Classification Level is compulsory whilst	(b) A Senior Firefighter may make application to
further progression to the Senior Firefighter	progress to the Station Officer classification.
Classification Level is optional.	
The minimum period of service required before	
progression through the Pay Points may occur	(c) There is no nominal maximum time at this
will be 12 months.	classification.
	classification.
Progression between Pay Points for positions at	
this level will be dependent upon:	
(i) completion of predefined components of Q-	5.2.5 Leading Firefighter
STEP;	5.2.5 Deading Thonghon

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(ii) ongoing satisfactory performance;	(a) Progression to this classification requires that an
(iii) competent delivery of operational skill	employee employed at this level has attained the
requirements;	requirements of a Station Officer classification.
(iv) achievement of necessary accreditations;	requirements of a station emissification.
and	
(v) satisfactory achievement levels for formal	
examinations.	5.2.6 Station Officer
Progression to the Senior Firefighter	
Classification Level will be dependent upon	(a) Progression to the classification of Station
the acquisition of Core Skills for the Station	Officer 1 requires successful completion of the
Officer Classification Level, which will	required training.
provide employees with certain necessary skills	requires training.
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	(b) Progression to Station Officer 2 requires 12
from time to time as circumstances dictate and	months of satisfactory performance in rank and the
as part of the officer's ongoing	completion of required training elements.
training and development.	completion of required training clements.
From this same point of view, it will be	
required that skills and knowledge will be	
maintained and that periodic assessments will	(c) Progression to Station Officer 3 requires 12
be conducted of all employees, including those	months of satisfactory performance in rank and the
at the top of the level for this purpose.	completion of required training elements.
All employees within this level will be required	completion of required training clements.
to continue skills, drills and knowledge	
maintenance,	
assessment and appraisal through programmed	5.2.7 Inspector
training provided by either officers on shift	
(which may include those at the top of this	(a) Work level description
level) or designated training officers.	
Similarly, regardless of length of service at the	Work at this level requires specialised knowledge in
level when any new skills or knowledge are	relation to fire prevention and suppression
introduced, every employee will be required to	activities.
undertake training and demonstrate the	
appropriate understanding required.	An understanding of the organisation's functions
Employees at the Senior Firefighter	coupled with detailed knowledge of the work unit's
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.	 5.2.7 Inspector (a) Work level description Work at this level requires specialised knowled relation to fire prevention and suppression activities. An understanding of the organisation's function

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Classification Level will also assist and relieve	operations, practices and procedures is necessary
Station Officers as	for competent performance. The capacity to
required.	effectively manage officers at the Firefighter and
	Station Officer Classification Levels is a
5.2.2 Station Officer	prerequisite of this level.
(a) Work level description	prerequisite of this level.
Appointment to this level requires proven	
expertise with demonstrated proficiency in	
applying established techniques in relation to	(b) Level of supervision
the delivery of preventative and suppressive	(0) = 0
fire services.	Employees at this level work under general
An understanding of the organisation's	direction and undertake a range of functions, which
functions coupled with detailed knowledge of	may require
the work unit's	indy require
operations, practices and procedures is	the application of technical skills and experience or
necessary for competent performance.	the practical application of a high level of skills.
Employees at the Station Officer Classification	the practical application of a men level of skins.
Level will usually be required to undertake	Position objectives are clearly defined. Procedures
Shift Work arrangements, and will have the	and operating standards are defined through
capacity to provide supervision for officers at	guidelines,
the Firefighter Classification Level.	guideinies,
	requirements and Standard Operating Procedures,
(b) Level of Supervision	and through recognised techniques and methods
Employees at this level work under general	
direction of an Inspector, but must work with a	associated with firefighting. A range of varied
level of independence, often being the senior	techniques, systems, methods or processes is
operations person on shift at a particular	available to perform the work, and officers are
location. The employee will be required to	expected to understand and exercise the necessary
undertake a range of functions, which may	discretion in their use. Such exercise of discretion
require the application of technical skills and	takes place from within the framework of learned
experience or the practical application of a high	experience and training. A key feature of this level
level of skills.	is the requirement to manage staff through other
Position objectives are clearly defined,	
however an employee may need to exercise a	supervisory levels.
level of discretion in localised command	
situations. Procedures and operating standards	

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are defined through established	
guidelines, requirements and Standard	
Operating Procedures, and through recognised	(c) Characteristics of the level
techniques and	
methods associated with fire prevention and	Employees at this level may operate individually or
suppression activities.	as a member of a team.
A range of varied techniques, systems,	
methods or processes is available to perform	Supervision of subordinate employees may be a
the work, and the	feature of this level. Assistance is usually available
employee is expected to understand and to	if required when problems occur, although
exercise the necessary discretion in their use.	problems are usually resolvable by reference to
Such exercise of discretion takes place from	procedures, documented methods and instructions.
within the framework of learned experience	procedures, documented methods and motivetions.
and training.	Whilst there is some scope for exercising initiative
Issues that cannot be resolved by reference to	in the application of established work practices and
established practices and Standard Operating	procedures, problems can generally be solved by
procedures would usually be referred to an	
Inspector.	reference to documented methods and instructions.
	Employees are required to interpret operating
(c) Characteristics of the level	policies and Standard Operating Procedures in
At this level there a number of established	order to determine the most appropriate course of
methods, techniques, and Standard Operating	action. Employees at this level will also start to be
Procedures which may apply to a work	concerned with the development of more efficient
situation or an incident. Employees at this level	work practices within the work teams, which they
must function within these established	-
protocols but must also exercise discretion as	supervise. Problem resolution is a frequent
to determining which matters should be	requirement. Functions at this level include the
referred to a higher level for direction.	identification and development of ideas, the
Employees at the Station Officer Classification	detailed analysis of alternative courses of action and
Level are required to provide guidance	their implications, addressing
and direction to staff.	
Limited discretion is available for the selection	difficulties, problems in the work environment,
of the appropriate means of completing duties	devising action plans and advancing new
or tasks.	approaches to more senior management levels.
Guidance is usually available and work	Employees at this level are competent to provide
outcomes will be reviewed regularly.	Employees at this level are competent to provide

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Supervision of other employees is normally a	authoritative information to less experienced
feature at this level, as well as the requirement	employees within the work team or under their
to assist new staff and trainees (including	direct supervision. Positions at this level may have
auxiliaries and volunteers) by providing	command and
general information, guidance, training and	
advice. Positions at this level may have	control responsibility.
supervisory responsibilities for shift operations	i i i r i i j
of a small unit or fire station.	
Positions at this level require the ability to	
obtain the co-operation and assistance of others	(d) Duties and skills
in carrying out defined activities. As well as	
exchanging information, employees must	Work at this level requires a sound working
communicate effectively with subordinates,	knowledge of the organisation's functions and the
peers, supervisors and members of the general	requirements of the organisation.
community during stressful situations.	
	A sound knowledge of Standard Operating
(d) Duties and skills	Procedures is required.
Positions at this level may involve an employee	
in a range of activities including the	Guidance from more experienced staff is only
performance of tasks governed by established	received for those aspects of the work which
procedures, specific guidelines and	involve new or more sophisticated techniques or
standardised instructions.	relate to areas outside the position's normal span of
A sound knowledge of Standard Operating	1 1
Procedures is required.	activity.
Duties may include:	Functions of officers at the rank of Inspector may
(i) supervision and co-ordination of emergency	
incidents;	involve the performance of duties associated with
(ii) developing and conducting training and	varying tasks. These may involve:
education programs;	(i) mainst functions
(iii) developing, coordinating and conducting	(i) project functions;
fire prevention activities;	(ii) specialist functions;
(iv) project work and implementation of policy	(ii) specialist functions,
and procedures;	(iii) Area management; and
(v) supervision of employees and work	(,,,,
activities, self management and development	(iv) supervision of subordinate staff.
of subordinates; and	

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(vi) supervision and co-ordination of	
administrative duties.	Duties performed at this level may include but
Employees at this level undertake a range of	
functions requiring the practical application of	would not be limited to:
acquired skills and knowledge as well as	(1) monogoment of emergency incidents:
providing guidance to others in that	(1) management of emergency incidents;
application.	(2) developing and conducting training and
Technical skills are required in order to safely	
and effectively operate basic machinery to	education programs;
perform routine and standard functions, and	(2) developing as ordinating and conducting fire
organise duties of others across a working day	(3) developing, co-ordinating and conducting fire
to meet regular workload requirements.	prevention activities;
Supervisory responsibilities will include co-	
ordination of workflow processes, training of	(4) project work and implementation of policy and
subordinate staff and responsibility for quality	procedures;
of output of the work group.	
Knowledge and compliance with regulations,	(5) management of subordinate staff; and
codes and specifications shall be required.	(6) management and as ardination of administrative
Duties at this level may include application of	(6) management and co-ordination of administrative
technical skills involving design/modification	duties, including routine budgetary and staffing
of equipment, research projects, support	
services, maintenance activities and the	matters.
collating and analysis of information as	
required.	
	5.2.8 Superintendent
(e) Progression within the level	
This level contains 3 Pay Points.	(a) Work level description
Appointment to the Station Officer	
Classification Level will be at Pay Point 1 and	Work at this level requires specialised knowledge in
subject to having	relation to fire prevention and suppression
successfully completed pre-defined	activities.
components of Q-STEP.	
The minimum period of service required before	Where the emphasis of the position is management,
progression through the Pay Points may occur	key functions will involve planning, organising,
will be 12 months.	key functions will involve planning, organising,
Progression between Pay Points for positions at	

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this level will be dependent upon:	directing and controlling the work of subordinate
(i) completion of predefined components of Q-	supervisory levels. Extensive knowledge in the area
STEP;	of
(ii) ongoing Performance Management and	
Development;	operations, and advanced management skills would
(iii) demonstrated capacity to effectively	be expected. Officers at this level will provide
supervise employees;	
(iv) competent delivery of operational skill	leadership at a professional level.
requirements;	
(v) achievement of necessary accreditations;	Positions, which have primary emphasis of a
and	specialist nature, require specialised knowledge of
(vi) satisfactory achievement levels for formal	complex and
examinations.	eompten una
Whilst developmental training for progression	innovative methods and techniques, resulting from
to Pay Points 2 and 3 is elective, skills	experience and/or advanced training.
maintenance is	enperience una, or un vinced training.
mandatory as is the Performance Management	Work is undertaken under limited direction as to
and Development process.	work priorities and the detailed conduct of the task.
All employees at this level will be required to	work provides and the detailed conduct of the task.
continue skills, drills and knowledge	Employees may be responsible for larger work
maintenance, assessment and appraisal,	teams, functions or Zone operations.
including those at the top of the level.	
Progression to PP3 will be dependent upon the	High levels of initiative in accomplishing objectives
acquisition of Core Skills for an Inspector	shall be required to be exercised both on an
which will provide employees with certain	individual
necessary skills and abilities to fulfil the basic	individual
requirements of an Inspector if required to do	basis and/or in a work team situation.
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.	(b) Level of supervision
From this same point of view it will be	
required that skills and knowledge will be	Work is performed either independently with
maintained and that periodic assessments will	guidance from superiors only for those aspects of
be conducted of all employees, including those	work which
at the top of the level, for this purpose.	

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Similarly, regardless of length of service at the	involve new or sophisticated techniques or relate to
level when any new skills or knowledge are	areas outside a position's normal span of activity.
introduced, every employee will be required to	
undertake training and demonstrate the	The role spans a range of activities, many of which
appropriate understanding required.	are complex or specialised in nature. Work may
Employees at Pay Point 3 will also assist and	require
relieve Level 3 officers as required.	licquite
	the modification or adoption of established
5.2.3 Inspector	methods, procedures, systems or policies.
(a) Work level description	methods, procedures, systems of ponetes.
Work at this level requires specialised	Officers at this level will affect the way that work is
knowledge in relation to fire prevention and	performed by others, and will be involved in the
suppression activities.	detail
An understanding of the organisation's	detan
functions coupled with detailed knowledge of	of operational planning.
the work unit's	of operational planning.
operations, practices and procedures is	
necessary for competent performance.	
The capacity to effectively manage officers at	(c) Characteristics of the level
the Firefighter and Station Officer	
Classification Levels is a prerequisite of this	There is scope for the exercise of initiative in the
level.	application of established work practices and
	procedures.
(b) Level of supervision	procedures.
Employees at this level work under general	Problem solving and conflict resolution are
direction and undertake a range of functions,	common requirements at this level. Work demands
which may require the application of technical	the
skills and experience or the practical	
application of a high level of skills.	identification and development of ideas, the
Position objectives are clearly defined.	1 · · · · ·
Procedures and operating standards are defined	detailed analysis of alternative courses of action and
through guidelines, requirements and Standard	their
Operating Procedures, and through recognised	implications addressing difficulties worklows in
techniques and methods associated with	implications, addressing difficulties, problems in
firefighting.	the work environment, devising action plans and
A range of varied techniques, systems,	

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methods or processes is available to perform	advancing new approaches.
the work, and officers are expected to	
understand and exercise the necessary	Employees are required to analyse problems and
discretion in their use. Such exercise of	recommend solutions or alternative courses of
discretion takes place from within the	action.
framework of learned experience and training.	
A key feature of this level is the requirement to	Employees at this level would be required to lead
manage staff through other supervisory levels.	and motivate employees and to inspire others to co-
	operate in the achievement of difficult and
(c) Characteristics of the level	sometimes conflicting objectives.
Employees at this level may operate	sometimes connicting objectives.
individually or as a member of a team.	Positions at this level will be governed by a clear
Supervision of subordinate employees may be	set of objectives and budgets.
a feature of this level.	set of objectives and budgets.
Assistance is usually available if required when	The performance of employees at this level will be
problems occur, although problems are usually	monitored by a more senior officer to ensure the
resolvable by reference to procedures,	
documented methods and instructions.	efficient achievement of operational targets.
Whilst there is some scope for exercising	Expenditure will be reviewed regularly.
initiative in the application of established work	
practices and	Part of accountability at this level involves the
procedures, problems can generally be solved	identification of employee development needs, and
by reference to documented methods and	the
instructions.	
Employees are required to interpret operating	implementation of programs to improve staff
policies and Standard Operating Procedures in	performance.
order to determine the most appropriate course	
of action. Employees at this level will also start	Many of the activities and responsibilities of this
to be concerned with the development of more	level would usually comprise a total management
efficient work practices within the work teams,	function.
which they supervise.	
Problem resolution is a frequent requirement.	
Functions at this level include the identification	
and	(d) Duties and skills
development of ideas, the detailed analysis of	
alternative courses of action and their	Duties may include the management of a work

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implications, addressing difficulties, problems	team, specialist functions, or group operations with
in the work environment, devising action plans	
and advancing new approaches to more senior	responsibility for the standard of performance,
management levels.	output, completion of work assignments and
Employees at this level are competent to	allocation of
provide authoritative information to less	
experienced employees within the work team	resources.
or under their direct supervision. Positions at	
this level may have command and control	Interpretation of guidelines, policies, Standard
responsibility.	Operating Procedures and other relevant material
	including legislation and awards and the application
(d) Duties and skills	of sound judgment and discretion will be required
Work at this level requires a sound working	in determining solutions to problems.
knowledge of the organisation's functions and	in determining solutions to problems.
the requirements of the organisation.	Duties performed at this level may include but
A sound knowledge of Standard Operating	would not be limited to:
Procedures is required.	would not be minted to.
Guidance from more experienced staff is only	(i) operations management and planning;
received for those aspects of the work which	(1) operations management and pranning,
involve new or more sophisticated techniques	(ii) management of training delivery and evaluation
or relate to areas outside the position's normal	of work performance;
span of activity.	or worm performance,
Functions of officers at the rank of Inspector	(iii) financial management for a work team as a
may involve the performance of duties	distinct budgetary unit;
associated with varying tasks. These may	distillet studgetary unit,
involve:	(iv) control and co-ordination of fire prevention and
(i) project functions;	fire investigation duties;
(ii) specialist functions;	ine investigation dates,
(iii) Area management; and	(v) assets management including vehicles,
(iv) supervision of subordinate staff.	buildings, equipment, etc within the unit;
	ouriands, equipment, etc traini the unit,
Duties performed at this level may include but	(vi) specialist functions as required such as fire
would not be limited to:	safety, research and development and training;
(1) management of emergency incidents;	survey, research and development and raining,
(2) developing and conducting training and	(vii) representation on Local Authority matters such
education programs;	

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(3) developing, co-ordinating and conducting	as counter disaster committees;
fire prevention activities;	
(4) project work and implementation of policy	(viii)human resource management; and
and procedures;	(iv) the application of highly developed written and
(5) management of subordinate staff; and	(ix) the application of highly developed written and
(6) management and co-ordination of	oral communication skills.
administrative duties, including routine	
budgetary and staffing matters.	
5.2.4 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	

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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.	

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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.	
(d) Duties and skills	
Duties may include the management of a work	
team, specialist functions, or group operations	
with	
responsibility for the standard of performance,	
output, completion of work assignments and	
allocation of resources.	
Interpretation of guidelines, policies, Standard	
Operating Procedures and other relevant	
material including legislation and awards and	
the application of sound judgment and	
discretion will be required in determining	
solutions to problems.	
Duties performed at this level may include but	
would not be limited to:	
(i) operations management and planning;	
(ii) management of training delivery and	
evaluation of work performance;	
(iii) financial management for a work team as a	
distinct budgetary unit;	
(iv) control and co-ordination of fire	
prevention and fire investigation duties;	
(v) assets management including vehicles,	

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buildings, equipment, etc within the unit; (vi) specialist functions as required such as fire safety, research and development and training;				
(vii) representation on Local Authority matters				
such as counter disaster co	,			
(viii)human resource man				
(ix) the application of high				
and oral communication s	kılls.			
5.3 Salaries			5.3 Salaries	
		Current as from 1 st September 2014		
5.3.1 The following salari	es shall be the	Retain	5.3.1 The following salari	es shall be the fortnightly
fortnightly base rates paya	able for		base rates payable for class	ssifications Firefighter and
classifications Firefighter	and Station Officer		Station Officer in the East	tern District of the
in the Eastern District of t	he Southern		Southern Division:	
Division:				
	•		Classification	Per Fortnight (\$)
Classification	Per Fortnight (\$)		Recruit Firefighter	1,526.20
Recruit Firefighter	1,526.20		Firefighter	1,824.90
Firefighter	1,824.90		Firefighter 1st Class	1,961.70
Firefighter 1st Class	1,961.70		Senior Firefighter	2,070.60
Senior Firefighter	2,070.60		Leading Firefighter	2,202.30
Leading Firefighter	2,202.30		Station Officer 1	2,400.80
Station Officer 1	2,400.80		Station Officer 2	2,475.70
Station Officer 2	2,475.70		Station Officer 3	2,567.00
Station Officer 3	2,567.00			
			5.3.2 The following salari	es shall be the fortnightly
5.3.2 The following salaries shall be the			rate payable for classification	tions Inspector,
fortnightly rate payable for classifications			Superintendent and Chief	- ·
Inspector, Superintendent and Chief			Easter District of the Sout	hern Division and shall be
Superintendent in the Easter District of the			paid for all purposes of th	e Award:
Southern Division and shall be paid for all				
purposes of the Award:	-			
		Current as from 1 st September 2014		

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		Retain	Classification	Per Fortnight (\$)	
			Inspector	4,195.60	
Classification	Per Fortnight (\$)		Superintendent	4,580.10	
Inspector	4,195.60		Chief Superintendent	4,827.50	
Superintendent	4,580.10				
Chief Superintendent	4,827.50		5.3.3 The following salar	ties shall be the fortnightly	
			base rates payable for cla	• •	
5.3.3 The following salari	ies shall be the		BAO1and BAO2 in the I		
fortnightly base rates paya	able for classification		Southern Division:	Lastern District of the	
levels BAO1 and BAO2 in	n the Eastern District		Southern Division.		
of the Southern Division:					
			Classification	Per Fortnight (\$)	
			BAO1	2,858.00	
Classification	Per Fortnight (\$)		BAO2	2,951.70	
BAO1	2,858.00				
BAO2	2,951.70				
			5.3.4 The rates of pay in	1	
5.3.4 The rates of pay in t	his Award		adjustments based upon t	-	
incorporate adjustments b			0	Rescue Service - Certified Agreement 2006	
1 5	1		[CA/2006/277] and inclu	[CA/2006/277] and include the arbitrated wage	
Queensland Fire and Res			adjustment payable unde	r the 1 September 2014	
Certified Agreement 2000			Declaration of General R	uling and earlier Safety	
include the arbitrated wag			Net Adjustments and arb	itrated wage adjustments.	
under the 1 September 20			This arbitrated wage adju	stment may be offset	
General Ruling and earlier Safety Net			against any equivalent ar	2	
Adjustments and arbitrated wage adjustments.				whose wages and conditions	
This arbitrated wage adjustment may be offset				of employment are regulated by this Award which	
against any equivalent amount in rates of pay				-	
received by employees whose wages and		Current as from 1 st September 2014	e e e e e e e e e e e e e e e e e e e	are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, award amendments to give	
conditions of employment are regulated by this		Retain	1 0		
Award which are above the wage rates			Ū,		
prescribed in the Award. Such payments			nexionity agreements, av		

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include wages payable	pursuant to certified		effect to enterprise agreements and over award	1
agreements, currently o	operating enterprise		arrangements. Absorption which is contrary to	the
flexibility agreements,	award amendments to		terms of an agreement is not required.	
give effect to enterprise award arrangements. A contrary to the terms of required.	bsorption which is		Increases made under previous State wage Ca under the current Statement of Principles, exc those resulting from enterprise	
Increases made under p Cases or under the curr Principles, excepting th enterprise agreements,	rent Statement of nose resulting from are not to be used to			
offset arbitrated wage a 5.3.5 <i>Divisional and Di</i>	0		agreements, are not to be used to offset arbitration wage adjustments.	ted
addition to the salaries				
the following amounts			5.3.5 Divisional and District Parities - In add	tion
-	-		to the salaries set out in this Award, the follow	ving
employees who are employed in the Divisions and Districts referred to hereunder:			amounts shall be paid to employees who are employed in the Divisions and Districts referr	ed to
	Per Fortnight (\$)	-	hereunder:	
Southern Division - Western District	2.10		Per Fortnight (\$)	
Mackay Division	1.80	-	Southern Division - 2.10	
Northern Division -	2.10		Western District	
Eastern District			Mackay Division 1.80	
Northern Division -	6.50		Northern Division - 2.10	
Western District		_	Eastern DistrictNorthern Division -6.50	
			Western District	
5.4 Allowances		Retain	5.4 Allowances	
5.4 Anowances 5.4.1 Mount Isa locality allowance		Current as from 1 September 2014	5.4 Anowances 5.4.1 Mount Isa locality allowance	
5. 4 .1 1/10/11/15/ 10/01/1	y unowunce	Current as noni i September 2014		

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Employees located at Mount Isa shall receive		Employees located at Mount Isa shall receive
\$66.00 per fortnight in addition to their		\$66.00 per fortnight in addition to their ordinary
ordinary rates of pay. This amount shall be		rates of pay. This amount shall be payable with
payable with respect to annual leave, long		respect to annual leave, long service leave and all
service leave and all leave with pay, but shall		leave with pay, but shall not be included for the
not be included for the purpose of calculating		purpose of calculating overtime or any penalty
overtime or any penalty payments.		payments.
5.4.2 Overtime meal allowance		5.4.2 Overtime meal allowance
(a) Where an employee is required by the		(a) Where an employee is required by the employer
employer to work overtime for more than one		to work overtime for more than one hour
hour immediately before or after the		immediately before or after the employee's fixed or
employee's fixed or recognised working hours,		recognised working hours, the employer shall
the employer shall provide the employee with		provide the employee with either:
either:		(i) a meal; or
(i) a meal; or		(ii) an allowance of \$12.10.
(ii) an allowance of \$12.10.		(b) Where an employee has provided a meal, after
(b) Where an employee has provided a meal,		having received due notification to work overtime
after having received due notification to work		and is subsequently not required to work overtime,
overtime and is subsequently not required to		the employee shall be entitled to a payment of
work overtime, the employee shall be entitled		\$12.10 for such meal.
to a payment of \$12.10 for such meal.		(c) Employees recalled for duty during any normal
(c) Employees recalled for duty during any		mealtime in off-duty hours shall be paid a meal
normal mealtime in off-duty hours shall be		allowance of \$12.10 for each such recall:
paid a meal allowance of \$12.10 for each such		Provided that, for the purposes of clause 5.4.2 only,
recall:		normal meal times shall be deemed to be 7.00 a.m.
Provided that, for the purposes of clause 5.4.2		to
only, normal meal times shall be deemed to be		8.00 a.m., 12.00 p.m. to 2.00 p.m. and 5.30 p.m. to
7.00 a.m. to 8.00 a.m., 12.00 p.m. to 2.00 p.m.		7.00 p.m. each day.
and 5.30 p.m. to 7.00 p.m. each day.	Insert: 5.4.3	5.4.3 Aerial appliance driver's allowance
5.4.3 Aerial appliance driver's allowance	(c) This allowance will be increased	An allowance of \$1.41 per day/shift shall be paid to
An allowance of \$1.45 per day/shift shall be	annually by the same percentage increase	firefighters whilst required to take responsibility for
paid to firefighters whilst required to take	applied to the 'Queensland Minimum	a Aerial Appliance upon satisfying the following
responsibility for an Aerial Appliance upon	Wage', and from the same date.	conditions:
satisfying the following conditions:		(a) The employee must be deemed by the employer
(a) The employee must be deemed by the	Retain	to be proficient, in accordance with prescribed
employer to be proficient, in accordance with		criteria, in the

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prescribed criteria, in the operation of the	operation of the Aerial Appliance; and
Aerial Appliance; and	(b) The employee may be required to drive the
(b) The employee may be required to drive the	Aerial Appliance in responding to an emergency
Aerial Appliance in responding to an	incident:
emergency incident:	Provided that for the purpose of clause 5.4.3, an
Provided that for the purpose of clause	Aerial Appliance shall be defined as a Telescopic
5.4.3, an Aerial Appliance shall be	Aerial
defined as a Telescopic Aerial Pumper,	Pumper, Hydraulic Ladder Platform or High Reach
Hydraulic Ladder Platform or High	Aerial Appliance.
Reach Aerial Appliance.	
5.4.4 On call allowance	(c) This allowance will be increased annually by
(a) Where an employee is instructed to be	the same percentage increase applied to the
available on call outside ordinary or rostered	'Queensland Minimum Wage', and from the same
working hours, such employee shall be paid, in	date.
addition to their ordinary salary 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	5.4.4 On call allowance
accordance with the following scale:	(a) Where an employee is instructed to be available
(i) Where the employee is on call throughout	on call outside ordinary or rostered working hours,
the whole of a rostered day off or public	such
holiday - 95% of one hour's pay in respect of	employee shall be paid, in addition to their ordinary
such instances;	salary an allowance based upon the employee's
(ii) Where an employee is on call during the	hourly
night only of a rostered day off or public	rate or the hourly rate of the Station Officer Level,
holiday - 60% of one hour's pay per night; and	Pay Point 1, whichever is the higher, and in
(iii) Where an employee is on call on any other	accordance with the following scale:
night - 47.5% of one hour's pay per night.	(i) Where the employee is on call throughout the
For the purpose of calculating the hourly rate,	whole of a rostered day off or public holiday - 95%
the divisor shall be based upon a 40 hour week	of
and calculated to the nearest 5 cents.	one hour's pay in respect of such instances;
For the purposes of clause 5.4.4, a "night" shall	(ii) Where an employee is on call during the night
be deemed to consist of those hours falling	only of a rostered day off or public holiday - 60%
between 5.00 p.m. and 8.00 a.m. or mainly	of one
between such hours.	hour's pay per night; and
(b) In the event of an employee on call being	(iii) Where an employee is on call on any other

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recalled to perform duty, such employee shall be paid for the time worked at the prescribed overtime rate, such time to be calculated as from home and back to home with a minimum payment of 2 hours, except in the case of work performed on a public holiday when the minimum payment shall be 4 hours. (c) Any overtime payable shall be in addition to the on call allowance. (d) Where an on call employee is recalled to perform work during an off duty period such employee shall be provided with transport to and from the employee's home, or be refunded the cost of such transport: Provided that this payment 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. The provisions of clause 5.4.4 shall will not apply to employees appointed (including temporary appointments) to the Chief Superintendent Classification L evel		 night - 47.5% of one hour's pay per night. 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. For the purposes of clause 5.4.4, a "night" shall be deemed to consist of those hours falling between 5.00 p.m. and 8.00 a.m. or mainly between such hours. (b) In the event of an employee on call being recalled to perform duty, such employee shall be paid for the time worked at the prescribed overtime rate, such time to be calculated as from home and back to home with a minimum payment of 2 hours, except in the case of work performed on a public holiday when the minimum payment shall be 4 hours. (c) Any overtime payable shall be in addition to the on call allowance. (d) Where an on call employee is recalled to perform work during an off duty period such employee shall be
perform work during an off duty period such		paid for the time worked at the prescribed overtime
and from the employee's home, or be refunded		back to home with a minimum payment of 2 hours,
Provided that this payment shall only apply		
such employee's ordinary hours of work. The		on call allowance.
1 1 1		
appointments) to the Chief Superintendent		employee shall be
Classification Level.		provided with transport to and from the employee's home, or be refunded the cost of such transport:
		Provided that this payment 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. The provisions of clause 5.4.4
		shall will not apply to employees appointed
		(including temporary appointments) to the Chief Superintendent
		Classification Level.
5.5 Payment of wages	Retain	5.5 Payment of wages
5.5.1 Payment of wages shall be made		5.5.1 Payment of wages shall be made fortnightly.

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fortnightly. 5.5.2 Wages shall be paid by electronic funds transfer or direct deposit to employees' nominated accounts unless otherwise agreed between the employer and the employee concerned.		5.5.2 Wages shall be paid by electronic funds transfer or direct deposit to employees' nominated accounts unless otherwise agreed between the employer and the employee concerned.
5.6 Occupational superannuation	Retain	5.6 Occupational superannuation
Subject to federal legislation, the employer must comply with superannuation arrangements prescribed in the <i>Superannuation</i> <i>(State Public Sector) Act 1990</i> (and associated Deed, Notice and Regulation). Where federal legislation provides for choice of fund rights to an employee subject to this Award, and that employee fails to elect which superannuation fund to which employer contributions are directed, the employer will direct contributions to such fund as prescribed by the abovementioned Queensland legislation.		Subject to federal legislation, the employer must comply with superannuation arrangements prescribed in the <i>Superannuation (State Public</i> <i>Sector) Act 1990</i> (and associated Deed, Notice and Regulation). Where federal legislation provides for choice of fund rights to an employee subject to this Award, and that employee fails to elect which superannuation fund to which employer contributions are directed, the employer will direct contributions to such fund as prescribed by the abovementioned Queensland legislation.
6.1 Hours of work	Retain	6.1 Hours of work
 6.1.1 Ordinary hours The ordinary hours of work are an average of 40 per week over a roster cycle, to be worked in accordance with the following: (a) except by mutual agreement, all ordinary hours are to be worked continuously (exclusive of unpaid meal breaks) within a minimum of 8 hours and a maximum of 14 hours per day; (b) ordinary hours of work may be performed on any 5 days out of 7 consecutive days or on any 10 days out of 14 consecutive days. Wherever practicable days off should be taken consecutively; and (c) a Continuous Shift Work roster provides for 	Change Name to QFES Queensland Fire and Emergency Service 6.1.3 <i>Residential training courses</i> Employees attending Queensland Fire and <u>Rescue Emergency</u> Service residential training courses may be required to work Monday to Friday inclusive and between 8.00am and 8.00pm: Provided that their ordinary hours shall not exceed 40 in any one week, or 10 in any	 6.1.1 Ordinary hours The ordinary hours of work are an average of 40 per week over a roster cycle, to be worked in accordance with the following: (a) except by mutual agreement, all ordinary hours are to be worked continuously (exclusive of unpaid meal breaks) within a minimum of 8 hours and a maximum of 14 hours per day; (b) ordinary hours of work may be performed on any 5 days out of 7 consecutive days or on any 10 days out of 14 consecutive days. Wherever practicable days off should be taken consecutively; and
a minimum of 8 hours break between the finish	one day.	(c) a Continuous Shift Work roster provides for a

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of ordinary hours on one day and the	6.1.4 Recruit training courses	minimum of 8 hours break between the finish of
commencement of ordinary hours on the next	Employees attending Queensland Fire and	ordinary hours on one day and the commencement
day.	Rescue Emergency Service recruit training	of ordinary hours on the next day.
6.1.2 Flexible working hours	courses may be required to work Monday	6.1.2 Flexible working hours
(a) Unless otherwise provided in a Shift Work	to Friday inclusive and between 8.00am	(a) Unless otherwise provided in a Shift Work
roster employees will work an 8 week 320 hour	and 5.00pm:	roster employees will work an 8 week 320 hour
cycle and the pattern of working hours shall be	Provided that their ordinary hours do not	cycle and the
determined by the employer having due regard	exceed 40 in any one week.	pattern of working hours shall be determined by the
to the work requirements and the wishes of the		employer having due regard to the work
employee.		requirements
(b) Consultation regarding such proposed		and the wishes of the employee.
working arrangements will occur with the		(b) Consultation regarding such proposed working
employee's Union prior to implementation at		arrangements will occur with the employee's Union
the work location.		prior to implementation at the work location.
6.1.3 Residential training courses		6.1.3 Residential training courses
Employees attending Queensland Fire and		Employees attending <u>Queensland Fire and Rescue</u>
Rescue Service residential training courses		<u>Service</u>
may be required to work Monday		Queensland Fire and Emergency Service residential
to Friday inclusive and between 8.00am and		training courses may be required to work Monday
8.00pm:		to Friday inclusive and between 8.00am and
Provided that their ordinary hours shall not		8.00pm:
exceed 40 in any one week, or 10 in any one		Provided that their ordinary hours shall not exceed
day.		40 in any one week, or 10 in any one day.
6.1.4 Recruit training courses		6.1.4 Recruit training courses
Employees attending Queensland Fire and		Employees attending <u>Queensland Fire and Rescue</u>
Rescue Service recruit training courses may be		Service Queensland Fire and Emergency Service
required to work Monday to Friday inclusive		recruit training courses may be required to work
and between 8.00am and 5.00pm:		Monday to Friday inclusive and between 8.00am
Provided that their odinary hours do not exceed		and 5.00pm:
40 in any one week.		Provided that their ordinary hours do not exceed 40
6.1.5 Notice to change hours		in any one week.
With respect to periods of notice required for		6.1.5 Notice to change hours
attending training, changing shifts and rosters,		With respect to periods of notice required for
in most cases such		attending training, changing shifts and rosters, in
activities will be planned well enough in		most cases such activities will be planned well
advance to enable at least 2 weeks' notice to be		enough in advance to enable at least 2 weeks' notice

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given to employees:		to be given to employees:
Provided that receipt of a lesser period of		Provided that receipt of a lesser period of notice in
notice in itself will not be an adequate reason		itself will not be an adequate reason for failing to
for failing to attend such training.		attend such training.
6.2 Overtime	Retain	6.2 Overtime
6.2.1 The time an employee is required by the		6.2.1 The time an employee is required by the
employer to work before or after the		employer to work before or after the employee's
employee's fixed or recognized times for		fixed or recognized times for starting or finishing
starting or finishing work on any day, or		work on any day, or outside of the employee's
outside of the employee's ordinary shift roster,		ordinary shift roster, shall be regarded as overtime
shall be regarded as overtime and shall be paid		and shall be paid for at the rate of time and a-half
for at the rate of time and a-half for the first 3		for the first 3 hours on any one day and double time
hours on any one day and double time		thereafter:
thereafter:		(a) Provided that all overtime for continuous shift
(a) Provided that all overtime for continuous		workers will be paid at double time.
shift workers will be paid at double time.		(b) Provided that calculations for overtime payment
(b) Provided that calculations for overtime		are made on the base rates of pay.
payment are made on the base rates of pay.		6.2.2 Rest period between shifts
6.2.2 Rest period between shifts		(a) If an employee is required to work overtime, the
(a) If an employee is required to work		employee will receive 10 consecutive hours off
overtime, the employee will receive 10		duty
consecutive hours off duty		between finishing ordinary work on one day and
between finishing ordinary work on one day		starting ordinary work on the next day without loss
and starting ordinary work on the next day		of pay for ordinary working time occurring during
without loss of pay for ordinary working time		such absence.
occurring during such absence.		(b) If the employee is instructed to continue or
(b) If the employee is instructed to continue or		resume work without receiving 10 consecutive
resume work without receiving 10 consecutive		hours off duty, the employee will be paid double
hours off duty, the employee will be paid		time until the employee is released from duty for 10
double time until the employee is released from		consecutive hours without loss of pay for ordinary
duty for 10 consecutive hours without loss of		working time during such absence:
pay for ordinary working time during such		Clause 6.2.2 does not apply where the employee is
absence:		recalled to work overtime and actually works not
Clause 6.2.2 does not apply where the		more than 2 hours overtime.
employee is recalled to work overtime and		Clause 6.2.2 does not apply where the period
actually works not more than 2 hours overtime.		between ordinary rostered shifts is 10 hours or less.

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Clause 6.2.2 does not apply where the period between ordinary rostered shifts is 10 hours or less. 6.2.3 Overtime on public holidays All overtime worked by any employee on a public holiday as prescribed in clause 7.6 will be paid at double the usual overtime rate. 6.2.4 Time off in lieu of overtime Subject to the approval of the Commissioner, employees may elect to be compensated by receiving time off in lieu of receiving paid overtime. Time off in lieu will be equivalent to the relevant rate of accrual. Time off in lieu is to be taken within 12 months from the date on which the overtime was worked and at a time agreeable to the employer and the employee. In the case of employees at the rank of Inspector and Superintendent, 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. In the case employees at the rank of Firefighter and Station Officer, time off in lieu not accessed within 12 months of accrual shall be		6.2.3 Overtime on public holidays All overtime worked by any employee on a public holiday as prescribed in clause 7.6 will be paid at double the usual overtime rate. 6.2.4 Time off in lieu of overtime Subject to the approval of the Commissioner, employees may elect to be compensated by receiving time off in lieu of receiving paid overtime. Time off in lieu will be equivalent to the relevant rate of accrual. Time off in lieu is to be taken within 12 months from the date on which the overtime was worked and at a time agreeable to the employer and the employee. In the case of employees at the rank of Inspector and Superintendent, 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. In the case employees at the rank of Firefighter and Station Officer, time off in lieu not accessed within 12 months of accrual shall be paid for by the employer at the relevant rate of accrual.
accrual. In the case employees at the rank of Firefighter		
 6.3 Meal breaks 6.3.1 Employees on Continuous Shift Work will be allowed 60 minutes paid crib time in each day shift and 30 minutes paid crib time in each night shift: 	Retain	 6.3 Meal breaks 6.3.1 Employees on Continuous Shift Work will be allowed 60 minutes paid crib time in each day shift and 30 minutes paid crib time in each night shift: Provided that crib time is taken at such time as not

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 Provided that crib time is taken at such time as not to interfere with the continuity of work where continuity is necessary. 6.3.2 An unpaid meal break of at least 30 minutes' duration may be prescribed where the Commissioner determines that continuity of work is not necessary. Where agreed between the employer and the employee, the employee may elect to continue an unpaid meal break for a period not exceeding 2 hours' duration. 		to interfere with the continuity of work where continuity is necessary. 6.3.2 An unpaid meal break of at least 30 minutes' duration may be prescribed where the Commissioner determines that continuity of work is not necessary. Where agreed between the employer and the employee, the employee may elect to continue an unpaid meal break for a period not exceeding 2 hours' duration.
 6.4 Rest pauses Each employee shall be entitled to a rest pause of 10 minutes' duration in the employer's time in the 1st and 2nd half of the employee's shift or day's work. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary: Provided that the provisions of clause 6.4 shall not apply in the event of attending fires or other similar emergencies. 	Retain	6.4 Rest pauses Each employee shall be entitled to a rest pause of 10 minutes' duration in the employer's time in the 1st and 2nd half of the employee's shift or day's work. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary: Provided that the provisions of clause 6.4 shall not apply in the event of attending fires or other similar emergencies.
 6.5 Shift work 6.5.1 Night shift allowance An employee required to work in accordance with an approved shift roster, shall be paid an allowance of 15% of the base rate for each night shift worked between midnight Sunday and midnight Friday. For the purposes of clause 6.5.3, a night shift shall mean a shift where the majority of ordinary hours fall between the hours of 6.00 p.m. and 6.00 a.m: Provided that this allowance shall not be paid for "overtime" shifts. 6.5.2 Week-end penalty rates An employee required to work in accordance 	Retain	 6.5 Shift work 6.5.1 Night shift allowance An employee required to work in accordance with an approved shift roster, shall be paid an allowance of 15% of the base rate for each night shift worked between midnight Sunday and midnight Friday. For the purposes of clause 6.5.3, a night shift shall mean a shift where the majority of ordinary hours fall between the hours of 6.00 p.m. and 6.00 a.m: Provided that this allowance shall not be paid for "overtime" shifts. 6.5.2 Week-end penalty rates An employee required to work in accordance with an approved shift roster will be paid week-end

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 with an approved shift roster will be paid week-end penalty rates in accordance with the following: (a) All ordinary time worked between midnight on Friday and midnight on Saturday is paid for at one and a-half times the base rate of pay; and (b) All ordinary time worked between midnight on Saturday and midnight on Sunday is paid for at double the base rate of pay. 		 penalty rates in accordance with the following: (a) All ordinary time worked between midnight on Friday and midnight on Saturday is paid for at one and a-half times the base rate of pay; and (b) All ordinary time worked between midnight on Saturday and midnight on Sunday is paid for at double the base rate of pay.
 6.6 Call-back 6.6.1 An employee called back for duty after leaving the employer's premises shall be paid the appropriate rate for time worked for each call back with a minimum of 2 hours' payment at overtime rates: Provided that any subsequent call back which commences within 2 hours of the commencement of the previous call back, shall be deemed to be included in the previous call back. 6.6.2 Clause 6.6.1 does not apply where: (a) the overtime is continuous with the start or finish of ordinary working time. (b) 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. 	Retain	 6.6 Call-back 6.6.1 An employee called back for duty after leaving the employer's premises shall be paid the appropriate rate for time worked for each call back with a minimum of 2 hours' payment at overtime rates: Provided that any subsequent call back which commences within 2 hours of the commencement of the previous call back, shall be deemed to be included in the previous call back. 6.6.2 Clause 6.6.1 does not apply where: (a) the overtime is continuous with the start or finish of ordinary working time. (b) 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.
7.1 Annual leave 7.1.1 For each full year of employment, an employee shall be entitled to 200 hours leave on full pay exclusive of week-ends, programmed rostered days off and public holidays:	Retain	 7.1 Annual leave 7.1.1 For each full year of employment, an employee shall be entitled to 200 hours leave on full pay exclusive of week-ends, programmed rostered days off and public holidays: Provided that in the case of shift workers, for each

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Provided that in the case of shift workers, for	Retain	full year of employment, an employee shall be
each full year of employment, an employee		entitled to 200 hours leave on full pay exclusive of
shall be entitled to 200 hours leave on full pay		public holidays and rostered days off according to
exclusive of public holidays and rostered days		the roster on which the employee commenced
off according to the roster on which the		leave:
employee commenced leave:		Provided that in the case of continuous shift
Provided that in the case of continuous shift		workers, for each full year of employment, an
workers, for each full year of employment, an		employee is entitled to 200 hours leave on full pay
employee is entitled to 200 hours leave on full		exclusive of rostered days off according to the
pay exclusive of rostered days off according to		roster on which the employee commenced leave.
the roster on which the employee commenced		7.1.2 Continuous shift workers shall be entitled to
leave.		64 hours additional leave in lieu of double time and
7.1.2 Continuous shift workers shall be entitled		a-half for time worked on the public holidays
to 64 hours additional leave in lieu of double		specified in clauses 7.6.1 and 7.6.3. Such leave is
time and a-half for time worked on the public		exclusive of rostered days off according to the
holidays specified in clauses 7.6.1 and 7.6.3.		roster on which the employee commenced leave.
Such leave is exclusive of rostered days off		7.1.3 All annual leave is paid in advance.
according to the roster on which the employee		7.1.4 The monetary equivalent of accrued leave,
commenced leave.		including pro rata accrued annual leave, is paid
7.1.3 All annual leave is paid in advance.		upon the termination of employment.
7.1.4 The monetary equivalent of accrued		7.1.5 Leave of absence without pay in excess of 3
leave, including pro rata accrued annual leave,		months will not count as service for the purpose of
is paid upon the termination of employment.		calculating annual leave:
7.1.5 Leave of absence without pay in excess		Provided that any absence from work on workers'
of 3 months will not count as service for the		compensation does not so reduce the entitlement to
purpose of calculating annual leave:		leave.
Provided that any absence from work on		7.1.6 Calculation of annual leave payments
workers' compensation does not so reduce the		Annual leave payments is calculated in accordance
entitlement to leave.		with either:
7.1.6 Calculation of annual leave payments		(a) All employees - subject to clause 7.1.6(b), in no
Annual leave payments is calculated in		case shall the payment by the employer be less than
accordance with either:		the sum of the following amounts:
(a) All employees - subject to clause 7.1.6(b),		(i) The employee's ordinary wage rate as prescribed
in no case shall the payment by the employer		by this Award for the period of annual leave
be less than the sum of the following amounts:		(excluding night shift allowances and weekend
(i) The employee's ordinary wage rate as		penalty rates);

(ii) Divisional and district parities; and
(iii) A further amount calculated at the rate of 17
1/2% of (i) and (ii) above.
(b) Shift workers (including continuous shift
workers) - the rate payable for working ordinary
time according to the employee's projected roster,
including night shift allowances and weekend
penalty rates.
The provisions of clause 7.1.6(a) will not apply to
any period of annual leave exceeding 200 hours,
which may be accrued in any year.
7.1.7 Recalled to work whilst on annual leave
(a) Each employee has an entitlement to core annual
leaveand accrued time off in each year of
employment;
(b) Leave entitlements for employees will be
notionally split into core annual leave and accrued
time off;
(c) 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;
(d) 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;
(e) Employees 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;
(f) The maximum hours of accrued time off
available for employees to access for the purposes
outlined in clause

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undertaking commercial activities; (f) The maximum hours of accrued time off available for employees to access for the purposes outlined in clause 7.1.7(e), are 104.3572 per annum; (g) Employees 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 7.1.7(e). (h) Employees 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.		 7.1.7(e), are 104.3572 per annum; (g) Employees 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 7.1.7(e). (h) Employees 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.
 7.2 Sick leave 7.2.1 Entitlements Employees shall be eligible for sick leave for each completed year of employment on the following basis: (a) 8 shifts for each completed year of employment with the employer where employees work shift work: Provided that in respect to any completed period of employment of less than one year, an employee shall become entitled to one shift's sick leave for each month of such period, up to a maximum of 8 shifts. (b) 10 days in every other case: Provided that in respect to any completed period of employment of less than one year, an employee shall become entitled to one shift's sick leave for each month of such period, up to a maximum of 8 shifts. 	Retain	 7.2 Sick leave 7.2.1 Entitlements Employees shall be eligible for sick leave for each completed year of employment on the following basis: (a) 8 shifts for each completed year of employment with the employer where employees work shift work: Provided that in respect to any completed period of employment of less than one year, an employee shall become entitled to one shift's sick leave for each month of such period, up to a maximum of 8 shifts. (b) 10 days in every other case: Provided that in respect to any completed period of employment of less than one year, an employee shall

a maximum of 10 days.maximum of 10 days.(c) All sick leave shall be cumulative.(c)7.2.2 Conditions7.2.An employee who is absent from work on account of personal illness or injury shall be entitled to paid leave of absence up to the accumulated period of leave applicable without loss of pay subject to the following conditionsmaximum of (c)	become entitled to one day's sick leave for each
(a) Worker's Compensation - An employee shall not be eligible for paid leave of absence under clause 7.2 for any period in respect of which the employee is entitled to worker's compensation.(a) be yet (b)(b) Notice - An employee shall, within 24 hours prior to the commencement of any such absence or as soon as practicable, inform their immediate supervisor of the inability to attend for duty and as far as practicable, state the nature of the illness or injury and the estimated duration of the absence.7.2.3, 7.2.4, 7.2.5, 7.2.6, 7.2.7, 7.2.8 not incidental to this clause, is not 'no less favourable' and is inconsistent with QES - required to be deleted7.2.3 favourable' and is inconsistent with QES - (c)(c) Evidence - Where a sick leave absence exceeds 2 consecutive working days/shifts, an employee shall produce a medical certificate from a duly qualified medical practitioner, specifying: (i) the nature of the illness; and (ii) the period or approximate period during which the employee will be unable to work. 7.2.3 Medical examination The employer may determine that an employee who has been absent from duty on account of illness or injury shall submit for a medical7.2.3 medical exceeds 2	nonth of such period, up to a maximum of 10 days. c) All sick leave shall be cumulative. 7.2.2 Conditions An employee who is absent from work on account of personal illness or injury shall be entitled to paid eave of absence up to the accumulated period of eave applicable without loss of pay subject to the following conditions and limitations: a) Worker's Compensation - An employee shall not be eligible for paid leave of absence under clause 7.2 for any period in respect of which the employee s entitled to worker's compensation. b) Notice - An employee shall, within 24 hours brior to the commencement of any such absence or as soon as practicable, inform their immediate supervisor of the inability to attend for duty and as far as practicable, state the nature of the illness or njury and the estimated duration of the absence. c) Evidence - Where a sick leave absence exceeds 2 consecutive working days/shifts, an employee shall produce a medical certificate from a duly qualified nedical practitioner, specifying: i) the nature of the illness; and ii) the period or approximate period during which he employee will be unable to work. 7.2.3 Medical examination Fhe employer may determine that an employee who has been absent from duty on account of illness or njury shall aubmit for a medical examination to a medical- officer of the employer or such other duly qualified nedical practitioner

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practitioner		(a) before resuming duty; and
as may be approved by the employer:	7.2.3-	(b) within a time specified by the employer
(a) before resuming duty; and	7.2.4, 7.2.5, 7.2.6, 7.2.7 7.2.8 not	In such cases, the employee shall not resume duty
(b) within a time specified by the employer	allowable	until such medical officer has certified the
In such cases, the employee shall not resume	Section 71NA	employee is fit for duty.
duty until such medical officer has certified the	particularly s.71NA (2)(a) and (b)	7.2.4 Unfit to discharge duties
employee is fit for duty.	Section 71NB	The employer may direct any employee who by
7.2.4 Unfit to discharge duties	Section 71OI	reason of any mental or bodily infirmity, may be
The employer may direct any employee who	Displaces or is otherwise inconsistent with	unfit to discharge, or
by reason of any mental or bodily infirmity,	a QES provision [s.71OI]	incapable of discharging the employee's duties
may be unfit to discharge, or incapable of		efficiently, to submit for examination by a medical
discharging the employee's duties efficiently,		officer as approved
to submit for examination by a medical officer		by the employer. The costs of such medical
as approved		examination shall be borne by the employer.
by the employer. The costs of such medical		7.2.5 Termination on medical grounds
examination shall be borne by the employer.		If such medical officer attended by an employee-
7.2.5 Termination on medical grounds		reports to the employer that such employee is by
If such medical officer attended by an		reason of any such
employee reports to the employer that such		infirmity, other than a temporary infirmity, unfit to
employee is by reason of any such infirmity,		discharge or incapable of discharging the full range
other than a temporary infirmity, unfit to		of the
discharge or incapable of discharging the full		employee's designated duties, the employer may
range of the employee's designated duties, the		terminate the employee's services in accordance
employer may terminate the employee's		with the provisions of
services in accordance with the provisions of		the Fire and Rescue Service Act 1990:
the Fire and Rescue Service Act 1990:		Provided that the employer shall provide the
Provided that the employer shall provide the		employee with notice in writing that the employer-
employee with notice in writing that the		intends to terminate the
employer intends to terminate the employee's		employee's services within 14 days unless the
services within 14 days unless the employee		employee notifies the employer before the
notifies the employer before the expiration of		expiration of such 14 days that
such 14 days that the employee seeks the		the employee seeks the matter to be referred to a
matter to be referred to a medical referee under		medical referee under clause 7.2.6.
clause 7.2.6.		7.2.6 Referral to medical referee
7.2.6 Referral to medical referee		Where an employee under this Award has-
Where an employee under this Award has		submitted for any medical examination by the-

submitted for any medical examination by the medical officer of the employer and agreement cannot be reached between the employer andmedical officer of the employer and agreement cannot be reach the employer and the employee as to such	
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cannot be reached between the employee and	ea between
the employer and the employer and	h
the employee as to such employee's fitness for employee's fitness for	
duty, the matter shall be referred to a medical duty, the matter shall be referred to a medical	dical
referee to be nominated by the parties.	
If the parties cannot agree upon one, a medical If the parties cannot agree upon one, a medical	edical-
referee shall be nominated by the Executive of referee shall be nominated by the Executive of	ive of the
the Division of Workplace Health and Safety. Division of	
Such medical referee shall give a certificate as Workplace Health and Safety. Such medi	ical referee
to the fitness of the employee for duty and that shall give a certificate as to the fitness of	the
certificate shall be conclusive evidence as to employee for duty	
the matter specified. and that certificate shall be conclusive ev	vidence as
Except in cases where the decision of the to the matter specified.	
medical referee is favourable to the appellant,	medical
the medical expenses incurred in referring the referee is favourable to the appellant, the	medical
matter to such medical referee shall be borne expenses incurred	
and discharged by the employee.	feree shall
7.2.7 <i>Refusal to submit to medical examination</i> be borne and discharged by the employee).
If an employee so called upon to submit to any 7.2.7 <i>Refusal to submit to medical examine</i>	nation
medical examination under this Award:	to any
(a) does not so submit within the time medical examination under this Award:	
specified; or (a) does not so submit within the time specified	
(b) refuses to so submit to examination by a (b) refuses to so submit to examination by	y a
medical referee under clause 7.2.6, medical referee under clause 7.2.6,	
the employer may terminate the employee's the employer may terminate the employe	
services on giving the employee 14 days' on giving the employee 14 days' notice in	n writing.
notice in writing. 7.2.8 Absenteeism management	
7.2.8 Absenteeism management(a) Without limiting the employer's existing	ing rights,
(a) Without limiting the employer's existing where an employee has a proven pattern	of
rights, where an employee has a proven pattern recurring sick	
of recurring sick leave, the employer shall leave, the employer shall notify the employer shall	oyee and
notify the employee and the employee's Union the employee's Union of same.	
of same. (b) The employer shall ensure that the en	nployee is
(b) The employer shall ensure that the counselled in relation to the employee's-	
employee is counselled in relation to the unsatisfactory	

employee's unsatisfactory absence.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.absence. (c) If a pattern of sick leave continues, the employee may be required to produce a medical- employee may be required to produce a medical- ertificate for future absences. At the expiration of a 12 month period, the requirement to provide a medical certificate for all absences will be reviewed.absences all
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 foremployee 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
medical certificate for future absences. At the expiration of a 12 month period, the requirement to provide a medical certificate forcertificate for future absences. At the expiration of a 12 month period, the requirement to provide a medical certificate for
expiration of a 12 month period, the requirement to provide a medical certificate forabsences. At the expiration of a 12 month period, the requirement to provide a medical certificate for
requirement to provide a medical certificate for the requirement to provide a medical certificate for
all absences will be reviewed.
(d) An employee may be required to furnish a absences will be reviewed.
satisfactory certificate in respect of any or all (d) An employee may be required to furnish a
sick leave absences should the employer so satisfactory certificate in respect of any or all sick-
decide. leave absences
should the employer so decide.
7.3 Long service leaveRetain7.3 Long service leave
7.3.1 Entitlement 7.3.1 Entitlement
An employee who completes 10 years' An employee who completes 10 years' continuous
continuous service shall be entitled to long service leave at the
service leave at the rate of 1.3 weeks on full rate of 1.3 weeks on full pay for each year of
pay for each year of continuous service and a continuous service and a proportionate amount for
proportionate amount for an incomplete year of an incomplete year of service.
service. 7.3.2 <i>Entitlement upon termination</i>
7.3.2 Entitlement upon terminationWhere an employee completes the 1st or
Where an employee completes the 1st orsubsequent 10 years' continuous service and:
subsequent 10 years' continuous service and: (a) terminates that service; or
(a) terminates that service; or (b) is terminated by the employer for any cause
(b) is terminated by the employer for any cause other than serious misconduct; or
other than serious misconduct; or (c) dies; the employee shall receive payment in lieu
(c) dies; the employee shall receive payment in of long service leave not taken, provided that in no
lieu of long service leave not taken, provided instance shall the entitlement for the 1st or
that in no instance shall the entitlement for the subsequent completed period of 10 years' service b
1st or subsequent completed period of 10 years'jeopardised by the meaning of this clause.
service be jeopardised by the meaning of this 7.3.3 <i>Entitlement upon death</i>
clause. If an employee who is entitled to any amount of
7.3.3 Entitlement upon deathlong service leave dies:
If an employee who is entitled to any amount (a) before taking accrued long service leave; or
of long service leave dies:(b) after commencing but before completing the
(a) before taking accrued long service leave; or taking of accrued long service leave; the employer

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 (b) after commencing but before completing the taking of accrued long service leave; the employer shall pay to that employee's personal representative, a sum equal to payment at the ordinary rate for the period of the amount of long service leave not taken or, as the case may be, the taking of which has not been completed by that employee. 7.3.4 Public holidays Long service leave is exclusive of any public holiday that occurs during a period of such leave taken. 7.3.5 Period of service (a) For the purposes of this clause, the continuity of service of an employee is that service as is deemed not to be broken in accordance with the provisions of the Act. (b) The period of service either before or after 16 June 1973 and except as herein provided the benefits hereby conferred shall be entirely in substitution for and not in addition to any benefits that have accrued to an employee 		 shall pay to that employee's personal representative, a sum equal to payment at the ordinary rate for the period of the amount of long service leave not taken or, as the case may be, the taking of which has not been completed by that employee. 7.3.4 Public holidays Long service leave is exclusive of any public holiday that occurs during a period of such leave taken. 7.3.5 Period of service (a) For the purposes of this clause, the continuity of service of an employee is that service as is deemed not to be broken in accordance with the provisions of the Act. (b) The period of service for the purposes of clause 7.3 shall include any period of continuous service either before or after 16 June 1973 and except as herein provided the benefits hereby conferred shall be entirely in substitution for and not in addition to any benefits that have accrued to an employee under the previously operative clause.
under the previously operative clause. 7.4 Family leave		7.4 Family leave
 7.4.1 The provisions of the <i>Family Leave</i> <i>Award (Queensland Public Sector) Award -</i> <i>State 2012</i> apply to and are deemed to form part of this Award. 7.4.2 An employee's entitlements to family leave include: (a) Maternity leave; (b) Spousal leave; (c) Adoption leave; (d) Surrogacy leave; 	Retain	 7.4.1 The provisions of the <i>Family Leave Award</i> (<i>Queensland Public Sector</i>) Award - State 2012 apply to and are deemed to form part of this Award. 7.4.2 An employee's entitlements to family leave include: (a) Maternity leave; (b) Spousal leave; (c) Adoption leave; (d) Surrogacy leave; (e) Part-time work;

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(e) Part-time work;(f) Carer's leave;		(f) Carer's leave;(g) Bereavement leave; and
(g) Bereavement leave; and		(h) Cultural leave.
(b) Cultural leave.		(II) Cultural leave.
(n) Cultural leave.		
7.5 Bereavement leave	Retain	7.5 Bereavement leave
7.5.1 An employee on the death of a member		7.5.1 An employee on the death of a member of
of their immediate family or household is		their immediate family or household is entitled to
entitled to paid bereavement leave up to and		paid bereavement leave up to and including the day
including the day of the funeral of such person.		of the funeral of such person. Such leave shall be
Such leave shall be without deduction of pay		without deduction of pay for a period not exceeding
for a period not exceeding the number of hours		the number of hours worked by the employee in 2
worked by the employee in 2 ordinary days of		ordinary days of work. Proof of such death is to be
work. Proof of such death is to be furnished by		furnished by the employee to the satisfaction of the
the employee to the satisfaction of the		employer.
employer.		7.5.2 "Immediate family" includes:
7.5.2 "Immediate family" includes:		(a) a spouse (including a former spouse, a <i>de facto</i>
(a) a spouse (including a former spouse, a <i>de</i>		spouse and a former <i>de facto</i> spouse, spouse of the
facto spouse and a former de facto spouse,		same sex) of the employee; and
spouse of the same sex) of the employee; and		(b) child or an adult child (including an adopted
(b) child or an adult child (including an		child, a foster child, an ex-foster child, a stepchild
adopted child, a foster child, an ex-foster child,		or an exnuptial child), parent, grandparent,
a stepchild or an exnuptial child), parent,		grandchild or sibling of the employee or spouse of
grandparent, grandchild or sibling of the		the employee, stepbrother, step-sister, step-mother
employee or spouse of the employee,		and step-father.
stepbrother, step-sister, step-mother and step-		7.5.3 An employee with the consent of the
father.		employer, may apply for unpaid leave when a
7.5.3 An employee with the consent of the		member of the employee's immediate family or
employer, may apply for unpaid leave when a		household dies and the period of bereavement leave
member of the employee's immediate family or		entitlement provided above is insufficient.
household dies and the period of bereavement		
leave entitlement provided above is		
insufficient.		

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7.6 Public holidays		7.6 Public holidays
7.6.1 Where an employee is required to work		7.6.1 Where an employee is required to work on:
on:		- the 1st January;
- the 1st January;		- the 26th January;
- the 26th January;		- the 25th April (Anzac Day);
- the 25th April (Anzac Day);		- Good Friday;
- Good Friday;		- Easter Saturday (the day after Good Friday);
- Easter Saturday (the day after Good Friday);	7.6.2 delete "the first Monday in May"	- Easter Monday;
- Easter Monday;		- The Birthday of the Sovereign;
- The Birthday of the Sovereign;		- Christmas Day;
- Christmas Day;		- Boxing Day;
- Boxing Day;		in the case of continuous shift workers payment
in the case of continuous shift workers		shall be at the rate of time and a-half with a
payment shall be at the rate of time and a-half		minimum of 4 hours. In all other cases, payment
with a minimum of 4 hours. In all other cases,		shall be made at the rate of double time and a half
payment shall be made at the rate of double		for time actually worked with a minimum of 4
time and a half for time actually worked with a		hours' payment.
minimum of 4 hours' payment.		7.6.2 All employees are entitled to be paid a full
7.6.2 Labour Day		day's wage for Labour Day (the first Monday in-
All employees are entitled to be paid a full		May) irrespective of the fact that no work may be
day's wage for Labour Day (the first Monday		performed on such day.
in May) irrespective of the fact that no work		
may be performed on such day.		An employee who works on Labour Day is paid at
An employee who works on Labour Day is		the rate of double time and a-half for time actually
paid at the rate of double time and a-half for		worked with a minimum of 4 hours payment.
time actually worked with a minimum of 4		
hours payment.		Employees rostered off or on annual leave on
Employees rostered off or on annual leave on		Labour Day shall be paid an additional 8 hours' pay
Labour Day shall be paid an additional 8 hours'		or an additional 8 hours' leave shall be added to
pay or an additional 8 hours' leave shall be		their annual leave in lieu thereof.
added to their annual leave in lieu thereof.		7.6.3 Annual show
7.6.3 Annual show		All work performed by an employee in the district
All work performed by an employee in the		for which a holiday is gazetted under the Holidays
district for which a holiday is gazetted under		Act 1983 to be kept in relation to the annual
the Holidays Act 1983 to be kept in relation to		agricultural, horticultural or industrial show shall be
the annual agricultural, horticultural or		paid for at the rate of double time and a-half with a

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industrial show shall be paid for at the rate of	minimum of 4 hours:
double time and a-half with a minimum of 4	Provided that in the case of continuous shift
hours:	workers, the appropriate rate for time worked on
Provided that in the case of continuous shift	such days shall be time and a-half with a minimum
workers, the appropriate rate for time worked	of 4 hours payment:
on such days shall be time and a-half with a	Provided that, no employee shall be entitled to
minimum of 4 hours payment:	receive payment in accordance with clause 7.6.3 for
Provided that, no employee shall be entitled to	work performed on such a day on more than one
receive payment in accordance with clause	occasion in each calendar year.
7.6.3 for work performed on such a day on	In a district in which a holiday is not appointed for
more than one occasion in each calendar year.	an annual agricultural, horticultural or industrial
In a district in which a holiday is not appointed	show, the employee and employer must agree on an
for an annual agricultural, horticultural or	ordinary working day that is to be treated as a show
industrial show, the employee and employer	holiday for all purposes.
must agree on an ordinary working day that is	7.6.4 Penalty rates
to be treated as a show holiday for all purposes.	The additional penalty rates to be paid under clause
7.6.4 Penalty rates	7.6 shall be calculated on the base rates of salary.
The additional penalty rates to be paid under	For the purposes of clause 7.6 "double time and a-
clause 7.6 shall be calculated on the base rates	half" means one and one-half days' salary in
of salary. For the purposes of clause 7.6	addition to the weekly rate and <i>pro rata</i> if there be
"double time and a-half" means one and one-	more or less than a day. "Time and a half" means
half days' salary in addition to the weekly rate	one-half days' salary in addition to the weekly rate
and <i>pro rata</i> if there be more or less than a day.	or <i>pro rata</i> if appropriate.
"Time and a half" means one-half days' salary	7.6.5 Employees who do not work Monday to
in addition to the weekly rate or <i>pro rata</i> if	Friday of each week
appropriate.	Employees who do not ordinarily work Monday to
7.6.5 Employees who do not work Monday to	Friday of each week are entitled to public holidays
Friday of each week	as follows:
Employees who do not ordinarily work	(a) A full-time employee is entitled to either
Monday to Friday of each week are entitled to	payment for each public holidays or a substituted
public holidays as follows:	day's leave.
(a) A full-time employee is entitled to either	(b) A Part-time Employee is entitled to either
payment for each public holidays or a	payment for each public holidays or a substituted
substituted day's leave.	day's leave
(b) A Part-time Employee is entitled to either	provided that the Part-time Employee would have
payment for each public holidays or a	been ordinarily rostered to work on that day had it

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substituted day's leave provided that the Part- time Employee would have been ordinarily rostered to work on that day had it not been a public holiday. (c) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave. (d) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day an employee required to work on Christmas Day (i.e. 25 December) is to be paid at the rate of double time. Nothing in clause 7.6.6 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.		not been a public holiday. (c) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave. (d) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day an employee required to work on Christmas Day (i.e. 25 December) is to be paid at the rate of double time. Nothing in clause 7.6.6 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.
 7.7 Jury service (a) An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service. (b) Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee was absent on jury service. 	Retain Existing clause is not less favourable than 71J	 7.7 Jury service (a) An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service. (b) Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employee their ordinary pay for the time the employee was absent on jury service. (c) Employees shall notify their employer as soon

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(c) Employees shall notify their employer as		as practicable of the date upon which they are
soon as practicable of the date upon which they		required to attend for jury service and shall provide
are required to attend for jury service and shall		their employer with proof of such attendance, the
provide their employer with proof of such		duration of such attendance and the amount
attendance, the duration of such attendance and		received in respect thereof.
the amount received in respect thereof.		(d) If the employee is not required to serve on a jury
(d) If the employee is not required to serve on a		for a day or part of a day after attending for jury
jury for a day or part of a day after attending		service and the employee would ordinarily be
for jury service and the employee would		working for all or part of the remaining day, the
ordinarily be working for all or part of the		employee must, if practicable, present for work at
remaining day, the employee must, if		the earliest reasonable opportunity.
practicable, present for work at the earliest		(e) "Ordinary pay" means the rate of pay that an
reasonable opportunity.		employee would normally expect to receive for
(e) "Ordinary pay" means the rate of pay that		working ordinary hours on an ordinary day of the
an employee would normally expect to receive		week, including any over-award payment.
for working ordinary hours on an ordinary day		"Ordinary pay" excludes overtime, penalty rates of
of the week, including any over-award		all types - including those attaching to working
payment. "Ordinary pay" excludes overtime,		ordinary hours (for example) on a Saturday,
penalty rates of all types - including those		disability allowances, shift allowances, special
attaching to working ordinary hours (for		rates, fares and travelling time allowances, bonuses
example) on a Saturday, disability allowances,		and other ancillary payments of a like nature.
shift allowances, special rates, fares and		
travelling time allowances, bonuses and other		
ancillary payments of a like nature.		
8.1 Fares and travelling		8.1 Fares and travelling
8.1.1 Motor vehicle allowance		8.1.1 Motor vehicle allowance
Where employees undertaking official duties		Where employees undertaking official duties use
use their own motor vehicles an allowance,		their own motor vehicles an allowance, according
according to:		to:
(a) the distance actually and necessarily		(a) the distance actually and necessarily travelled;
travelled; and	Retain	and
(b) the type of vehicle used; and	Does not offend Section 71OD (does not	(b) the type of vehicle used; and
(c) the location of the employee's normal place	"apply", "adopt" or "incorporate").	(c) the location of the employee's normal place of
of employment; shall be paid as prescribed		employment; shall be paid as prescribed under
under Motor Vehicle Allowances Directive as		Motor Vehicle Allowances
issued and amended by the Minister		Directive as issued and amended by the Minister

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responsible for industrial relations under	responsible for industrial relations under section 54
section 54 of the Public Service Act 2008.	of the <i>Public Service Act 2008</i> .
8.1.2 Allowances for travelling or relieving	8.1.2 Allowances for travelling or relieving
An employee:	An employee:
(a) travelling on official duty shall be paid a	(a) travelling on official duty shall be paid a
travelling allowance; or	travelling allowance; or
(b) required to take up duty away from the	(b) required to take up duty away from the normal
normal place of employment to relieve another	place of employment to relieve another employee or
employee or to perform special duties, is	to perform special duties, is allowed actual and
allowed actual and reasonable expenses or	reasonable expenses or allowances for
allowances for accommodation, meals, and	accommodation, meals, and incidental expenses
incidental expenses necessarily incurred by the	necessarily incurred by the employee. These are
employee. These are prescribed under the	prescribed under the Domestic Travelling and
Domestic Travelling and Relieving Expenses	Relieving Expenses and International Travelling,
and International Travelling, Relieving and	Relieving and Living Expenses Directives as issued
Living Expenses Directives as issued and	and amended by the Minister responsible for
amended by the Minister responsible for	industrial relations under section 54 of the <i>Public</i>
industrial relations under section 54 of the	Service Act 2008
Public Service Act 2008	8.1.3 An employee required in the course of the
8.1.3 An employee required in the course of	employee's work to live away from home for a
the employee's work to live away from home	period of not less than 5 consecutive days, and
for a period of not less than 5 consecutive days,	which would incur a period of time spent travelling,
and which would incur a period of time spent	shall be allowed 24 hours free from duty
travelling, shall be allowed 24 hours free from	immediately preceding the employee's departure
duty immediately preceding the employee's	from home and 24 hours free from duty upon
departure from home and 24 hours free from	returning home, provided that the employee
duty upon returning home, provided that the	returned home immediately after the conclusion of
employee returned home immediately after the	the period of duty.
conclusion of the period of duty.	8.1.4 An employee required in the course of the
8.1.4 An employee required in the course of	employee's work to live away from home for a
the employee's work to live away from home	period of not less than 28 consecutive days, shall be
for a period of not less than	provided with a return journey home for each such
28 consecutive days, shall be provided with a	period of 28 consecutive days at a time approved by
return journey home for each such period of 28	the employer.
consecutive days at	
a time approved by the employer.	

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9.1 Training, learning and development		9.1 Training, learning and development
9.1.1 The parties to this Award recognise that		9.1.1 The parties to this Award recognise that in
in order to increase efficiency and productivity	Retain	order to increase efficiency and productivity a
a greater commitment to learning and		greater commitment to learning and development is
development is required.		required.
9.1.2 Accordingly, the parties commit		9.1.2 Accordingly, the parties commit themselves to
themselves to developing a more highly skilled		developing a more highly skilled and flexible
and flexible workforce and providing		workforce and providing employees with career
employees with career opportunities through		opportunities through appropriate training to
appropriate training to acquire additional skills		acquire additional skills and knowledge for
and knowledge for performance of their duties.		performance of their duties.
9.1.3 A consultative mechanism and		9.1.3 A consultative mechanism and procedures
procedures involving representatives of		involving representatives of management,
management, employees and Unions shall be		employees and Unions shall be established.
established.		9.1.4 Following consultation the Commissioner
9.1.4 Following consultation the Commissioner		shall develop a learning and development strategy
shall develop a learning and development		consistent with:
strategy consistent with:		(a) the current and future needs of the agency;
(a) the current and future needs of the agency;		(b) the size, structure and nature of the operations of
(b) the size, structure and nature of the		the agency;
operations of the agency;		(c) the need to develop vocational skills relevant to
(c) the need to develop vocational skills		the Agency through courses conducted wherever
relevant to the Agency through courses		possible by accredited educational institutions and
conducted wherever possible by accredited		providers.
educational institutions and providers.		9.1.5 Learning and development may be both on-
9.1.5 Learning and development may be both		the-job or off-the-job and either internal or external
on-the-job or off-the-job and either internal or		to the
external to the organisation.		organisation.
9.1.6 Learning and development provided		9.1.6 Learning and development provided should
should assist employees in obtaining accredited		assist employees in obtaining accredited
competencies, knowledge and skills consistent		competencies, knowledge and skills consistent with
with the Australian Qualifications Framework.		the Australian Qualifications Framework.
9.1.7 All such learning and development		9.1.7 All such learning and development should be
should be directed at enabling employees to	Delete:-	directed at enabling employees to enhance skills
enhance skills relevant to duties to be	'9.1.8 Clause 9.1 shall operate as an	relevant to duties to be performed. Employees will
performed. Employees will be expected to	interim provision and shall be subject to	be expected to attend scheduled learning and

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review after 12 months operation.'	development activities. 9.1.8 Clause 9.1 shall operate as an interim- provision and shall be subject to review after 12- months operation.
Delete Non allowable 710K	Non Allowable

activities. 9.1.8 Clause 9.1 shall operate as an interim provision and shall be subject to review after 12 months operation.		9.1.8 Clause 9.1 shall operate as an interim- provision and shall be subject to review after 12- months operation.
 9.2 Training arrangements In planning and conducting training activities, all employees are to ensure the following principles are observed: (a) The health and safety of participants and the community is not compromised; (b) Adequate notice, planning and consultation are taken into account; (c) Quality training is provided equitably to all employees; and (d) Operational competency is taken into account. 	Delete Non allowable 710K	Non Allowable
 10.1 Uniforms 10.1.1 All necessary uniforms and overalls shall be supplied by the employer free of cost to the employee. An employee shall make every reasonable effort to maintain all such property in a clean and serviceable condition. 10.1.2 The cost of all necessary cleaning of employees' fire fighting apparel such as turnout coat, overtrousers and gloves shall be borne by the employer: Provided that an officer authorised by the employer shall decide when such items require cleaning. 10.1.3 Boots shall be supplied by the employer free of cost to the employee. 10.1.4 Where an employee is able to establish to the satisfaction of the employer, that there is a requirement for boots to be made to measure, the employer shall provide such boots. 	Retain	 10.1 Uniforms 10.1.1 All necessary uniforms and overalls shall be supplied by the employer free of cost to the employee. An employee shall make every reasonable effort to maintain all such property in a clean and serviceable condition. 10.1.2 The cost of all necessary cleaning of employees' fire fighting apparel such as turnout coat, over trousers and gloves shall be borne by the employer: Provided that an officer authorised by the employer shall decide when such items require cleaning. 10.1.3 Boots shall be supplied by the employer free of cost to the employee. 10.1.4 Where an employee is able to establish to the satisfaction of the employer, that there is a requirement for boots to be made to measure, the employer shall provide such boots.

attend scheduled learning and development

activities.

10.2 Amenities and quarters 10.2.1 Hot water showers and a hot water supply shall be provided by the employer for the use of employees engaged in emergency response. 10.2.2 Employees shall not be required to do	Retain	10.2 Amenities and quarters 10.2.1 Hot water showers and a hot water supply shall be provided by the employer for the use of employees engaged in emergency response. 10.2.2 Employees shall not be required to do domestic work in any other officer's quarters.
domestic work in any other officer's quarters. Preamble Clauses 11.1 and 11.2 replicate legislative provisions contained within the <i>Industrial</i> <i>Relations Act 1999</i> . In order to ensure the currency of existing legal requirements parties are advised to refer to Sections 366, 372 and 373 of that Act as amended from time to time.	Delete Refer to legislation	
 11.1 Right of entry 11.1.1 Authorised industrial officer (a) An authorised industrial officer is any Union official holding a current authority issued by the Industrial Registrar. (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the relevant Union. 11.1.2 Entry procedure (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as: (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and (ii) shows the authorisation upon request. (b) Clause 11.1.2(a) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent. 	Delete Refer to legislation	

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(c) A person must not obstruct or hinder any	
authorised industrial officer exercising their	
right of entry.	
(d) If the authorised industrial officer	
intentionally disregards a condition of clause	
11.1.2 the authorized industrial officer may be	
treated as a trespasser.	
11.1.3 Inspection of records	
(a) An authorised industrial officer is entitled	
to inspect the time and wages record required	
to be kept under section 366 of the Act.	
(b) An authorised industrial officer is entitled	
to inspect such time and wages records of any	
former or current employee except if the	
employee:	
(i) is ineligible to become a member of the	
relevant Union; or	
(ii) has made a written request to the employer	
that they do not want their record inspected.	
(c) The authorised industrial officer may make	
a copy of the record, but cannot require any	
help from the employer.	
(d) A person must not coerce an employee or	
prospective employee into consenting, or	
refusing to consent, to the inspection of their	
records by an authorised industrial officer.	
11.1.4 Discussions with employees	
An authorised industrial officer is entitled to	
discuss with the employer, or a member or	
employee eligible to become a member of the	
relevant Union:	
(a) matters under the Act during working or	
non-working time; and	
(b) any other matter with a member or	
employee eligible to become a member of the	
relevant Union, during nonworking time.	

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11.1.5 Conduct		
An authorised industrial officer must not		
unreasonably interfere with the performance of		
work in exercising a right of entry.		
11.2 Time and wages record	Retain	11.2 Time and wages record
11.2.1 An employer must keep, at the place of		11.2.1 An employer must keep, at the place of work
work in Queensland, a time and wages record		in Queensland, a time and wages record that
that contains the following particulars for each		contains the following particulars for each pay
pay period for each employee, including		period for each employee, including apprentices
apprentices and trainees:		and trainees:
(a) the employee's award classification;		(a) the employee's award classification;
(b) the name of the award under which the		(b) the name of the award under which the
employee is working;		employee is working;
(c) the number of hours worked by the		(c) the number of hours worked by the employee
employee during each day and week, the times		during each day and week, the times at which the
at which the employee started and stopped		employee started and stopped work, and details of
work, and details of work breaks including		work breaks including meal breaks;
meal breaks;		(d) a weekly, daily or hourly wage rate - details of
(d) a weekly, daily or hourly wage rate - details		the wage rate for each week, day, or hour at which
of the wage rate for each week, day, or hour at		the
which the employee is paid;		employee is paid;
(e) the gross and net wages paid to the		(e) the gross and net wages paid to the employee;
employee;		(f) details of any deductions made from the wages;
(f) details of any deductions made from the		and
wages; and		(g) contributions made by the employer to a
(g) contributions made by the employer to a		superannuation fund.
superannuation fund.		11.2.2 The time and wages record must also
11.2.2 The time and wages record must also		contain:
contain:		(a) the employee's full name and address;
(a) the employee's full name and address;		(b) the employer's full name:
(b) the employer's full name:		(c) the employee's date of birth;
(c) the employee's date of birth;		(d) details of sick leave credited or approved, and
(d) details of sick leave credited or approved,		sick leave payments to the employee;
and sick leave payments to the employee;		(e) the date when the employee became an
(e) the date when the employee became an		employee of the employer; and
employee of the employer; and		(f) if appropriate, the date when the employee

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 (f) if appropriate, the date when the employee stopped employment with the employer. 11.2.3 The employer must keep the record for 6 years. 11.2.4 Such records shall be open to inspection during the employer's business hours by an inspector of the Department of Justice and Attorney-General, in accordance with section 371 of the Act or an authorised industrial officer in accordance with sections 372 and 373 of the Act. 		stopped employment with the employer. 11.2.3 The employer must keep the record for 6 years. 11.2.4 Such records shall be open to inspection during the employer's business hours by an inspector of the Department of Justice and Attorney-General, in accordance with section 371 of the Act or an authorised industrial officer in accordance with sections 372 and 373 of the Act.
11.3 Union encouragement 11.3.1 The parties recognise 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. 11.3.2 An application for Union membership	Delete clause Section 71OB (1) (a) (c) (d)	
and information on the relevant unions will be provided to all employees at the point of engagement. 11.3.3 Information on the relevant Union will be included in induction materials. 11.3.4 Union representative/s will be provided with the opportunity to discuss Union		
membership with new employees. 11.3.5 Where requested by relevant Unions, the Queensland Fire and Rescue Service will provide payroll deduction facilities for Union subscriptions.		
11.4 Union delegates 11.4.1 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	Needs amendment Retain - 11.4.1	11.4 Union delegates 11.4.1 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

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recognised, accepted and supported.		supported.
11.4.2 Employees will be given full access to	Amend-	
Union delegates/officials during working hours	11.4.2 1 st paragraph [71OB (1) (e)]	11.4.2 Individual employees will be given full
to discuss any employment matter or seek		access to Union delegates/officials during working
Union advice, provided that service delivery is	Amend-	hours to discuss any employment matter or seek
not disrupted and work requirements are not	Delete 2 nd paragraph 11.4.2 [71OB (b)]	Union advice, provided that service delivery is not
unduly affected:		disrupted and work requirements are not unduly
Provided that service delivery and work	Retain 11.4.3	affected
requirements are not unduly affected, delegates		
will be provided convenient access to facilities		11.4.3 Subject to the relevant employee's written
for the purpose of undertaking Union activities.		approval and any confidentiality provisions,
Such facilities include:		delegates may request access to documents and
telephones, computers, e-mail, photocopiers,		policies related to a member's employment.
facsimile machines, storage facilities, meeting		
rooms and notice boards. It is expected that		
management and delegates will take a		
reasonable approach to the responsible use of		
such facilities for information and		
communication purposes.		
11.4.3 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.		
11.5 Industrial relations education leave		11.5 Industrial relations education leave
11.5.1 Industrial relations education leave is	Requires some modification. [section	11.5.1 Industrial relations education leave is paid
paid time off to acquire knowledge and	71OB (1) (e)].	time off to acquire knowledge and competencies in
competencies in industrial relations. Such		industrial relations. Such knowledge and
knowledge and competencies can allow	Delete 11.5.4	competencies can allow employees to effectively
employees to effectively participate in	"11.5.4 Upon request and subject to-	participate in consultative structures, perform a
consultative structures, perform a	approval by the Commissioner (or-	representative role and further the effective
representative role and further the effective	delegated authority), employees may be	operation of grievance and dispute settlement
operation of grievance and dispute settlement	granted paid time off in special	procedures.
procedures.	circumstances to attend Management	11.5.2 Employees may be smalled and to 5 million
11.5.2 Employees may be granted up to 5	Committee Meetings, Union Conferences,	11.5.2 Employees may be granted up to 5 working
working days (or the equivalent hours) paid	and ACTU Congress."	days (or the equivalent hours) paid time off (non-

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time off (non-cumulative) per calendar year to attend industrial relations education sessions, approved by the Commissioner (or delegated authority). 11.5.3 Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structures employees' training courses involve more than 5 working days (or the equivalent). Such leave will be subject to consultation between the Commissioner (or delegated authority), the relevant Union and the employee. 11.5.4 Upon request and subject to approval by the Commissioner (or delegated authority), employees may be granted paid time off in special circumstances to attend Management Committee Meetings, Union Conferences, and ACTU Congress. 11.5.5 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		 24/9/1 cumulative) per calendar year to attend industrial relations education sessions, approved by the Commissioner (or delegated authority). 11.5.3 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). 11.5.4 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. 11.5.5 At the discretion of the Commissioner, employees may be granted special leave without pay to undertake work with their Union.
not be unreasonably refused. 11.5.6 At the discretion of the Commissioner, employees may be granted special leave without pay to undertake work with their Union.		
	Detein	11 (American estimation of the second
11.6 Award posting	Retain	11.6 Award posting
A copy of this Award shall be exhibited in a		A copy of this Award shall be exhibited in a
conspicuous and convenient place on the		conspicuous and convenient place on the premises
premises of the employer so as to be easily		of the employer so as to be easily read by
read by employees.		employees.
	<u>11.7 Reasonable notice</u>	11.7 Reasonable notice

An authorised officer of the United	An authorised officer of the United Firefighters'
Firefighters' Union of Australia, Union of	Union of Australia, Union of Employees must
Employees must provide reasonable prior	provide reasonable prior notice to the employer of
notice to the employer of an intention to	an intention to enter a workplace prior to
enter a workplace prior to undertaking	undertaking responsibilities under Parts 2 and 3 and
responsibilities under Parts 2 and 3 and	clause 4.5 of this award
clause 4.5 of this award	
[71NB]	

Additional clauses required: Required content plus incidental provisions.

Flexibility arrangements

An employee and employee covered by this industrial instrument may agree to make an individual flexibility arrangement to vary the effect of terms of this

industrial instrument if -

(a) this industrial instrument deals with 1 or more of the following matters –

(i) arrangements about when work is performed;

(ii) overtime rates;

(iii) penalty rates;

(iv) allowances;

(v) leave loading; and

(b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and

(c) the arrangement is genuinely agreed to by the employer and employee.

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

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

(b) are not non-allowable provisions; and

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

The employer must ensure the individual flexibility arrangement -

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

(b) states -

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

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

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

(iv) how the arrangement will not result, on balance, in an overall reduction in the entitlements or protections

the employee has under this industrial instrument; and

 $\left(v\right)$ the day on which the arrangement commences; and

(c) if the employee is under 18 years of age – is signed by a parent or guardian of the employee. The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to. An individual flexibility arrangement may be terminated –

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

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

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

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

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

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

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