

QUEENSLAND FIRE AND EMERGENCY SERVICE FIREFIGHTER MODERN AWARD 2016

1.1 Title

This Award is known as the Queensland Fire and Emergency Service Firefighter Modern Award 2016.

1.2 Arrangement

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SCHEDULE 1 CLASSIFICATION STRUCTURE**PART 1 - APPLICATION AND OPERATION****1.3 Date of operation**

This Award takes effect from 1 January 2016.

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

1.4.2 United Firefighters' Union of Australia, Union of Employees, Queensland,

1.4.3 Queensland Fire Service Senior Officers' Association, Union of Employees

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

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

1.5.1 *Divisions*

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

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

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

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

1.5.2 *Districts*

Northern Division:

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

Western District - The remainder of the Northern Division.

Southern Division:

Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then by that meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due north to the southern boundary of the Mackay Division.

Western District - The remainder of the Southern Division.

1.6 **Definitions**

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

1.6.2 "Commission" means the Queensland Industrial Relations Commission.

1.6.3 "Commissioner" means the Commissioner of Queensland Fire and Emergency Service or the Commissioner's delegate.

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

- 1.6.5 "Eligible Employee" means an employee of the Queensland Fire and Emergency Service who is employed under this Award.
- 1.6.6 "Ordinary Time Earnings" means the applicable classification rate under this Award plus divisional and district parities and shift and weekend penalty rates in relation to those employees who are entitled to such penalties.
- 1.6.7 "Part-time Employee" means an employee engaged as such and appointed to work on a regular basis to work a set amount of hours fewer than those prescribed for full-time employees.
- 1.6.8 "Shift Work" means a roster pattern that consistently provides for work to be performed 7 days per week, which may include night shifts, week-ends and public holidays.
- 1.6.9 "Senior Officer" means employees at the Inspector, Superintendent or Chief Superintendent rank.
- 1.6.10 "Superannuation Fund" means "The Queensland Fire and Rescue Services Superannuation Plan – Accumulation Account", Q Super or Go Super or any other scheme as approved by the Governor in Council in accordance with the *Fire and Rescue Service Act 1990*.
- 1.6.11 "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.
- 1.6.12 "Union" means the United Firefighters' Union of Australia, Union of Employees, Queensland and/or the Queensland Fire Service Senior Officers' Association, Union of Employees.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

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

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Disputes and grievance procedures

- 3.1.1 There shall be an effective means of consultation between the Queensland Fire and Emergency Service and its employees and Unions on all matters of mutual interest and concern, irrespective of where the matters are likely to give rise to dispute.
- 3.1.2 Failure to observe this fundamental principle of consultation would be contrary to the intention of this procedure.
- 3.1.3 The objectives of the procedure are to:
- (a) promote the prompt resolution of grievances by consultation, co-operation and discussion;
 - (b) reduce the level of disputation; and
 - (c) promote efficiency, effectiveness and equity in the workplace.
- 3.1.4 The 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 matters within the meaning of the Act.
- Stage 1* - In the first instance, an employee shall inform such employee's immediate supervisor of a claim or the existence of a grievance in writing and they shall attempt to resolve the matter. It is recognised that an employee may wish to exercise the right to consult such employee's Union representative during the course of Stage 1.
- Stage 2* - If the claim or grievance remains unresolved, the employee or the local Union representative on the employee's behalf shall refer the matter to the next in line manager. The manager will consult with the parties.
- The employee may exercise the right to consult or be represented by such employee's Union representative during the course of Stage 2.
- Stage 3* - If the claim or grievance remains unresolved, the employee or the Union on the employee's behalf, shall refer the matter to the next in line manager (where applicable). The manager will consult with the parties.
- The employee may exercise the right to consult or be represented by such employee's Union representative during the course of Stage 3.
- Stage 4* - If the grievance is still unresolved, the manager will advise the Commissioner and the aggrieved employee may submit the matter in writing to the Commissioner if such employee wishes to pursue the matter further. If desired by either party, the matter shall also be notified to the Union.
- 3.1.6 The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:

- (a) Stage 1 - Discussions should take place between the employee and such employee's supervisor within 48 hours and the procedure shall not extend beyond 7 days.
 - (b) Stage 2 - Not to exceed 7 days.
 - (c) Stage 3 - Not to exceed 7 days.
 - (d) Stage 4 - Not to exceed 7 days (except where Stage 3 is not applicable in which case the period is not to exceed 14 days).
- 3.1.7 If the matter is still unable to be resolved, the parties may seek the assistance of the Commission.
- 3.1.8 Until the dispute or grievance is determined (and except when a *bona fide* safety issue is involved), work shall continue in accordance with normal operational procedures existing before the emergence of the dispute or grievance. No party shall be prejudiced as to the final settlement by the continuation of work.

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

4.1 Contract of employment

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

4.2 Part-time employment

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

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

4.3 Temporary employment

- 4.3.1 Prior to the introduction of temporary employees at the Inspector and Superintendent ranks, consultation shall occur between the relevant parties.
- 4.3.2 Eligibility for temporary employment will be dependent upon satisfying the competency standard prescribed for the position. Temporary Employees shall be required to maintain this standard for the duration of the temporary engagement.
- 4.3.3 A temporary employee may be engaged in either a full-time or part-time capacity for a predetermined period which will not usually exceed 6 months.
- 4.3.4 The method of working ordinary hours shall be the same as those prescribed for a full-time employee under this Award.
- 4.3.5 All leave provisions of this Award applying to full-time employees shall apply *pro rata* to temporary employees.
- 4.3.6 Upon permanent appointment, temporary service shall be counted as service:

Provided that no more than 3 months has elapsed between the completion of temporary service and taking up a permanent appointment.

4.4 Termination of employment

- 4.4.1 Notice of termination is provided for in Division 9 of the QES. Clauses 4.4.1 to 4.4.5 supplement the QES provisions.

4.4.2 Notice by the employer

- (a) The minimum period of notice by the employer to an employee:

- (i) not more than 3 years of continuous service is 2 weeks.
- (ii) 3 or more years of continuous service is provided for in Division 9 of the QES.

4.4.3 Notice of termination by an employee

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

4.4.3 Notice cannot be offset

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

4.4.5 Job search entitlement

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

4.4.6 Statement of employment

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

4.5 Redundancy

4.5.1 Redundancy pay

Redundancy pay is provided for in Division 9 of the QES. Clauses 4.5.2 to 4.5.5 supplement the QES provisions.

4.5.2 Transfer to lower paid duties

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

4.5.3 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and

payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

4.5.4 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee must, at the request of the employer, produce proof of attendance at an interview or the employee will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- (c) Clause 4.5.5 applies instead of clause 4.5.1 in cases of redundancy.

4.5.5 Ministerial Directive

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 *Public Service Act 2008*, where the Directive provides for entitlements that are superior to clause 4.5.

4.6 Performance of higher duties

- 4.6.1 When an employee is appointed to relieve in a position at a higher Classification Level, payment shall only be at the higher rate when the period of relieving exceeds two consecutive days or shifts.
- 4.6.2 Where the period of relieving exceeds 2 consecutive days or shifts, the higher payment shall be at the rate of the first Pay Point in the higher Classification Level and shall be paid for the entire period spent relieving.
- 4.6.3 Provided that employees at the Firefighter or Station Officer ranks appointed to relieve at higher Classification Levels shall be paid at the first Pay Point of the higher Classification Level for each full day or shift completed.

4.7 Anti-discrimination

In fulfilling their obligations under this Award, the parties must take reasonable steps to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects. Discrimination includes:

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

- (ii) sexual harassment; and
- (iii) racial and religious vilification.

(a) Nothing in clause 4.7 is to be taken to affect:

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

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Classification and Pay System

- 5.1.1 An employee's work role will be outlined in a "role description". Role descriptions will be graded against the classification structure.
- 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

5.2 Salaries

- 5.2.1 The following salaries shall be the fortnightly base rates payable for classifications Firefighter and Station Officer in the Eastern District of the Southern Division:

Classification	Per Fortnight (\$)
Recruit Firefighter	1,526.20
Firefighter	1,824.90
Firefighter 1st Class	1,961.70
Senior Firefighter	2,070.60
Leading Firefighter	2,202.30
Station Officer 1	2,400.80
Station Officer 2	2,475.70
Station Officer 3	2,567.00

- 5.2.2 The following salaries shall be the fortnightly rate payable for classifications Inspector, Superintendent and Chief Superintendent in the Eastern District of the Southern Division and shall be paid for all purposes of the Award:

Classification	Per Fortnight (\$)
Inspector	4,195.60
Superintendent	4,580.10
Chief Superintendent	4,827.50

- 5.2.3 The following salaries shall be the fortnightly base rates payable for classification levels BAO1 and BAO2 in the Eastern District of the Southern Division:

Classification	Per Fortnight (\$)
BAO1	2,858.00
BAO2	2,951.70

- 5.2.4 The rates of pay in this Award incorporate adjustments based upon the *Queensland Fire and Rescue Service - Certified Agreement 2006* [CA/2006/277] and include the arbitrated wage adjustment payable under the 1 September 2014 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, award amendments to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

- 5.2.5 *Divisional and District Parities* - In addition to the salaries set out in this Award, the following amounts shall be paid to employees who are employed in the Divisions and Districts referred to hereunder:

	Per Fortnight (\$)
Southern Division - Western District	2.10
Mackay Division	1.80
Northern Division - Eastern District	2.10
Northern Division - Western District	6.50

5.3 Allowances

5.3.1 Mount Isa locality allowance

Employees located at Mount Isa shall receive \$66.00 per fortnight in addition to their ordinary rates of pay. This amount shall be payable with respect to annual leave, long service leave and all leave with pay, but shall not be included for the purpose of calculating overtime or any penalty payments.

5.3.2 Overtime meal allowance

- (a) Where an employee is required by the employer to work overtime for more than one hour immediately before or after the employee's fixed or recognised working hours, the employer shall provide the employee with either:
 - (i) a meal; or
 - (ii) an allowance of \$12.10.
- (b) Where an employee has provided a meal, after having received due notification to work overtime and is subsequently not required to work overtime, the employee shall be entitled to a payment of \$12.10 for such meal.
- (c) Employees recalled for duty during any normal mealtime in off-duty hours shall be paid a meal allowance of \$12.10 for each such recall:

Provided that, for the purposes of clause 5.3.2 only, normal meal times shall be deemed to be 7.00 a.m. to 8.00 a.m., 12.00 p.m. to 2.00 p.m. and 5.30 p.m. to 7.00 p.m. each day.

5.3.3 Aerial appliance driver's allowance

An allowance of \$1.45 per day/shift shall be paid to firefighters whilst required to take responsibility for an Aerial Appliance upon satisfying the following conditions:

- (a) The employee must be deemed by the employer to be proficient, in accordance with prescribed criteria, in the operation of the Aerial Appliance; and

- (b) The employee may be required to drive the Aerial Appliance in responding to an emergency incident:

Provided that for the purpose of clause 5.3.3, an Aerial Appliance shall be defined as a Telescopic Aerial Pumper, Hydraulic Ladder Platform or High Reach Aerial Appliance.

5.3.4 On call allowance

- (a) Where an employee is instructed to be available on call outside ordinary or rostered working hours, such employee shall be paid, in 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 accordance with the following scale:
 - (i) Where the employee is on call throughout the whole of a rostered day off or public holiday - 95% of one hour's pay in respect of such instances;
 - (ii) Where an employee is on call during the night only of a rostered day off or public holiday - 60% of one hour's pay per night; and
 - (iii) Where an employee is on call on any other night - 47.5% of one hour's pay per night. 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 5.3.4, 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 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 5.3.4 shall will not apply to employees appointed (including temporary appointments) to the Chief Superintendent Classification Level.

5.3.5 Adjustment of Allowances

- (a) other than the expense related allowances at clause 5.3.2, all other allowances specified in clause 5.4 will be automatically increased from the same date and in the same manner as such monetary allowances are adjusted in any State Wage Case decision or other decision of the commission adjusting minimum wage rates in this award.

- (b) also at the time of any adjustment to the wage rates in this award, expense related allowances at clause 5.3.2 will be automatically increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (c) the applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Overtime meal allowance	Take-away and fast foods sub-group

5.4 Payment of wages

- 5.4.1 Payment of wages shall be made fortnightly.
- 5.4.2 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 Occupational superannuation

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

Where federal legislation provides for choice of fund rights to an employee subject to this Award, and that employee fails to elect which superannuation fund to which employer contributions are directed, the employer will direct contributions to such fund as prescribed by the abovementioned Queensland legislation.

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

6.1 Hours of work

6.1.1 Ordinary hours

The ordinary hours of work 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 a minimum of 8 hours break between the finish of ordinary hours on one day and the commencement of ordinary hours on the next day.

6.1.2 Flexible working hours

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

6.1.3 Residential training courses

Employees attending Queensland Fire and Emergency Service recruit training courses may be required to work Monday to Friday

6.1.4 Recruit training courses

Employees attending Queensland Fire and Emergency Service recruit training courses may be required to work Monday to Friday inclusive and between 8.00 am to 5.00 pm.

6.1.5 Notice to change hours

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

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

6.2 Overtime

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

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

6.2.2 Rest period between shifts

- (a) If an employee is required to work overtime, the employee will receive 10 consecutive hours off duty between finishing ordinary work on one day and starting ordinary work on the next day without loss of pay for ordinary working time occurring during such absence.

- (b) If the employee is instructed to continue or resume work without receiving 10 consecutive hours off duty, the employee will be paid double time until the employee is released from duty for 10 consecutive hours without loss of pay for ordinary working time during such absence:

Clause 6.2.2 does not apply where the employee is recalled to work overtime and actually works not more than 2 hours overtime.

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 paid for by the employer at the relevant rate of accrual.

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 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.

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 am:

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 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.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 For each full year of employment, an employee shall be entitled to 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 full year of employment, an employee shall be entitled to 200 hours leave on full pay exclusive of public holidays and rostered days off according to the roster on which the employee commenced leave:

- 7.1.2 Continuous shift workers shall be entitled to 64 hours additional leave in lieu of double time and a-half for time worked on the public holidays specified in clauses 7.6.1 and 7.6.3. Such leave is exclusive of rostered days off according to the roster on which the employee commenced leave.
- 7.1.3 All annual leave is paid in advance.
- 7.1.4 The monetary equivalent of accrued leave, including *pro rata* accrued annual leave, is paid upon the termination of employment.
- 7.1.5 Leave of absence without pay in excess of 3 months will not count as service for the purpose of calculating annual leave:

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

7.1.6 *Calculation of annual leave payments*

Annual leave payments is calculated in accordance with either:

- (a) All employees - subject to clause 7.1.6(b), in no case shall the payment by the employer be less than the sum of the following amounts:
 - (i) The employee's ordinary wage rate as prescribed by this Award for the period of annual leave (excluding night shift allowances and weekend penalty rates);
 - (ii) Divisional and district parities; and
 - (iii) A further amount calculated at the rate of 17 1/2% 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 leave and 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 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 Personal leave

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

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

Clauses 7.2.2 – 7.2.3 supplement the QES.

7.2.2 Accrual of personal leave

- (a) An employee in the fire and rescue stream shall be eligible for personal leave for each completed year of employment on the following basis:
 - (ii) an employee who is a shift worker:
 - (A) for each completed year of employment with the employer - 8 shifts of personal leave; and

- (B) in respect to any completed period of employment of less than one year – 1 shift of personal leave for each month of such period, up to a maximum of 8 shifts.
 - (i) An employee other than a shift worker
 - (A) for each completed year of employment with the employer – 10 days of personal leave
 - (B) in respect to any completed period of employment of less than one year – 1 day of personal leave for each month of such period, up to a maximum of 10 days.
- (b) An employee in the rural fire service stream (other than a casual employee) shall be entitled to 10 days personal leave on full salary in respect of each completed year of service and a proportionate amount for an incomplete year of service.
- (c) All personal leave shall be cumulative throughout an employee's employment with QFES.

7.2.3 Debit of personal leave

Personal leave shall be debited from an employee's personal leave balance as follows:

- (a) An employee in the fire and rescue stream or the communications stream –
 - (i) where the employee is absent for a complete day shift – 10 hours.
 - (ii) where the employee is absent for part of a day shift – on a time for time basis.
 - (iii) where the employee is absent for a complete night shift – 10 hours.
 - (iv) where the employee is absent for part of a night shift – in accordance with the following formula:

$$\text{time to be debited} = \frac{\text{number of hours absent}}{14} \times 10$$

- (b) All other employees – on a time for time basis in accordance with the employee's roster or agreed pattern of ordinary hours.

7.3 Long service leave

7.3.1 Entitlement

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

7.3.2 Entitlement upon termination

Where an employee completes the 1st or subsequent 10 years' continuous service and:

- (a) terminates that service; or
- (b) is terminated by the employer for any cause other than serious misconduct; or
- (c) dies; the employee shall receive payment in lieu of long service leave not taken, provided that in no instance shall the entitlement for the 1st or subsequent completed period of 10 years' service be jeopardised by the meaning of this clause.

7.3.3 Entitlement upon death

If an employee who is entitled to any amount of long service leave dies:

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

7.3.4 Public holidays

Long service leave is exclusive of any public holiday that occurs during a period of such leave taken.

7.3.5 Period of service

- (a) For the purposes of 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.

7.4 Carer's leave

In addition to the provisions of Subdivision 2 of Division 1 of the QES, an employee:

- (a) Is entitled to use any sick leave to which they have an entitlement for carer's leave purposes.

May elect, with the consent of the employer, to take annual leave for carer's leave purposes.

7.5 Parental Leave

- (a) Parental leave is provided for in Division 5 of the QES and covers:

- (i) birth-related leave for an employee who is pregnant or whose spouse gives birth;
 - (ii) adoption leave; and
 - (iii) surrogacy leave.
- (b) Notwithstanding the provisions of Subdivision 2 of Division 5 of the QES, all full-time and part-time employees are entitled to parental leave upon commencement of employment.
- (c) An employee who is pregnant, during the term of her pregnancy until 6 weeks before the expected date of birth of her child, or lesser period as approved by the employer, may request to work part-time or other flexible work arrangements.
- (d) An employee who has taken leave to attend compulsory interviews or examinations as part of an adoption process or who has taken leave to attend compulsory interviews or court hearings associated with a surrogacy arrangement may request that such leave be taken as paid annual leave.
- (e) In addition to the provisions of Subdivision 6 of Division 5 of the QES an employee who has returned to work on a part-time basis may seek to return to the position they held prior to commencing parental leave.
- (f) If the position mentioned in clause 7.4(e) no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position that is, as nearly as possible, comparable in status and remuneration to that of the employee's former position.
- (g) The employer must make a position to which the employee is entitled available to the employee.

7.5 Bereavement leave

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

7.5.2 "Immediate family" includes:

- (a) a spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and
- (b) child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an exnuptial child), parent, grandparent, grandchild or sibling

of the employee or spouse of the employee, stepbrother, step-sister, step-mother and step-father.

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

7.6 Public holidays

- 7.6.1 Where an employee is required to work on:

- the 1st January;
- the 26th January;
- the 25th April (Anzac Day);
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day;

in the case of continuous shift workers payment shall be at the rate of time and a-half with a minimum of 4 hours. In all other cases, payment shall be made at the rate of double time and a half for time actually worked with a minimum of 4 hours' payment.

7.6.2 Labour Day

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

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

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

7.6.3 Annual show

All work performed by an employee in the district for which a holiday is gazetted under the *Holidays Act 1983* to be kept in relation to the annual agricultural, horticultural or industrial show shall be paid for at the rate of double time and a-half with a minimum of 4 hours:

Provided that in the case of continuous shift workers, the appropriate rate for time worked on such days shall be time and a-half with a minimum of 4 hours payment:

Provided that, no employee shall be entitled to receive payment in accordance with clause 7.6.3 for work performed on such a day on more than one occasion in each calendar year.

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

7.6.4 Penalty rates

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

7.6.5 Employees who do not work Monday to Friday of each week

Employees who do not ordinarily work Monday to Friday of each week are entitled to public holidays as follows:

- (a) A full-time employee is entitled to either payment for each public holidays or a substituted day's leave.
- (b) A part-time employee is entitled to either payment for each public holidays or a substituted day's leave provided that the Part-time Employee would have been ordinarily rostered to work on that day had it not been a public holiday.
- (c) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave.
- (d) 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 7.6.5 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

7.7 Jury service

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

- (c) Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.
- (d) If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.
- (e) "Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

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

8.1 Fares and travelling

8.1.1 Motor vehicle allowance

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

- (a) the distance actually and necessarily travelled; and
- (b) the type of vehicle used; and
- (c) the location of the employee's normal place of employment; shall be paid as prescribed under Motor Vehicle Allowances Directive as issued and amended by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008*.

8.1.2 Allowances for travelling or relieving

An employee:

- (a) travelling on official duty shall be paid a travelling allowance; or
- (b) required to take up duty away from the normal place of employment to relieve another employee or to perform special duties, is allowed actual and reasonable expenses or allowances for accommodation, meals, and incidental expenses necessarily incurred by the employee. These are prescribed under the Domestic Travelling and Relieving Expenses and International Travelling, Relieving and Living Expenses Directives as issued and amended by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008*

- 8.1.3 An employee required in the course of the employee's work to live away from home for a period of not less than 5 consecutive days, and which would incur a period of time spent travelling, shall be allowed 24 hours free from duty immediately preceding the employee's departure from home and 24 hours free from duty upon returning home, provided that the employee returned home immediately after the conclusion of the period of duty.
- 8.1.4 An employee required in the course of the employee's work to live away from home for a period of not less than 28 consecutive days, shall be provided with a return journey home for each such period of 28 consecutive days at a time approved by the employer.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training, learning and development

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

9.2 Training arrangements

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

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

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

10.1 Uniforms

- 10.1.1 All necessary uniforms and overalls shall be supplied by the employer free of cost to the employee. An employee shall make every reasonable effort to maintain all such property in a clean and serviceable condition.
- 10.1.2 The cost of all necessary cleaning of employees' fire fighting apparel such as turnout coat, overtrousers and gloves shall be borne by the employer:

Provided that an officer authorised by the employer shall decide when such items require cleaning.
- 10.1.3 Boots shall be supplied by the employer 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.

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.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

Clauses 11.1 and 11.2 replicate legislative provisions contained within the *Industrial Relations Act 1999*. 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.

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.
- (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 authorised 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.

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

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

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

11.2.2 The time and wages record must also contain:

- (a) the employee's full name and address;
- (b) the employer's full name;
- (c) the employee's date of birth;
- (d) details of sick leave credited or approved, and sick leave payments to the employee;
- (e) the date when the employee became an employee of the employer; and
- (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.

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 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.

11.4 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 supported.
- 11.4.2 Employees will be given full access to union delegates/officials during working hours to discuss any employment matter or seek Union advice, provided that service delivery is not disrupted and work requirements are not unduly affected:

Provided that service delivery and work requirements are not unduly affected, delegates will be provided convenient access to facilities for the purpose of undertaking Union activities. Such facilities include:

telephones, computers, e-mail, photocopiers, 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

- 11.5.1 Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies can allow employees to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.
- 11.5.2 Employees may be granted up to 5 working days (or the equivalent hours) paid time off (non-cumulative) per calendar year to attend industrial relations education sessions, approved by the Commissioner (or delegated authority).
- 11.5.3 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.
- 11.5.6 At the discretion of the Commissioner, employees may be granted special leave without pay to undertake work with their Union.

11.6 Award posting

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

SCHEDULE 1 – CLASSIFICATION STRUCTURE

5.2.1 Firefighter

(a) Work level description

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

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

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

(b) Level of supervision

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

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

(c) Characteristics of the level

At this level there are a number of established methods, techniques, and other relevant procedures, which may apply to a work situation or an incident.

Employees at this level must function within these established protocols but must also exercise discretion as to determining which matters should be referred to a supervisor for direction.

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

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

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

(d) Progression within the level

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

Progression through the Firefighter Classification Level is based on attaining the necessary qualifications as outlined by the national training authority and the Queensland Fire and Emergency Services and the minimum time period set for each rank within this classification.

Rank	Time
Recruit	16 weeks
Firefighters	32 months
Firefighter 1 st Class	12 months
Senior Firefighter	

Progression to the rank of Leading Firefighter will be dependent on successful completion of the Station Officer training program and acceptance of the conditions associated with this rank, in particular, applying for Station Officer positions within the employees employment location.

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

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

5.2.2 Station Officer

(a) Work level description

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

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

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

(b) Level of Supervision

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

Position objectives are clearly defined, however an employee may need to exercise a level of discretion in localised command situations. Procedures and operating standards are defined through established guidelines, requirements and procedures (as prescribed by Operations Doctrine and SIOPP) and through recognised techniques and methods associated with fire prevention and suppression activities.

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

Issues that cannot be resolved by reference to established guidelines, practices and other relevant procedures would usually be referred to an Inspector.

(c) Characteristics of the level

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

Limited discretion is available for the selection of the appropriate means of completing duties or tasks. Guidance is usually available and work outcomes will be reviewed regularly. Supervision of other employees is normally a feature at this level, as well as the requirement to assist new staff and trainees (including auxiliaries and volunteers) by providing general information, guidance, training and advice. Positions at this level may have supervisory responsibilities for shift operations of a small unit or fire station.

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

(d) Progression within the level

This rank contains 3 levels.

Appointment to the Station Officer will be at Level 1 and subject to having successfully completed pre-defined components as outlined by the national training authority and the Queensland Fire and Emergency Services.

Progression for Station Officer Level 1 to Station Officer Level 2 requires a minimum period of service of 12 months and the successful completion of the predefined components outlined by the national training authority and the Queensland Fire and Emergency Services.

Progression from Station Officer Level 2 to Station Officer Level 3 requires a minimum period of service of 12 months and the successful completion of the predefined components outlined by the national training authority and the Queensland Fire and Emergency Services.

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

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

Progression to Level 3 will be dependent upon the acquisition of Core Skills for an Inspector which will provide employees with certain necessary skills and abilities to fulfil the basic requirements of an Inspector if required to do so. The application of these skills will be required from time to time as circumstances dictate and as part of the officer's ongoing training and development.

5.2.2 Inspector

(a) Work level description

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

An understanding of the organisation's functions coupled with detailed knowledge of the work unit's operations, practices and procedures is necessary for competent performance. Relevant knowledge, experience and performance at all areas of operations would be expected of this level.

The capacity to effectively manage officers at the Firefighter, Station Officer or other junior officers is a prerequisite of this level.

(b) Level of supervision

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

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

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

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

(c) Characteristics of the level

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

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

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

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

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

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

Employees at this level would assist and relieve Superintendents as required.

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 team situation.

(b) Level of supervision

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

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

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

(c) Characteristics of the level

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

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

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

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

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

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

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

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

Employees at this level would assist and relieve Chief Superintendents as required.

Chief Superintendent

(a) Work level description

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

The emphasis of this position is to manage and provide leadership. Key functions of the role are planning, organising, directing and controlling the work of subordinate supervisors as well as leading staff to resolve large scale multi-agency incidents or disasters.

Employees will represent the Queensland Fire and Emergency Services at state and national, and when required international, incidents, committees and forums with the focus on the management of the strategic, political, environmental, social and technical impacts on communities.

Extensive knowledge in the area of operations and advanced management skills are required.

Employees will be required to lead and oversee the implementation of programs to provide workforce capability, capacity and performance.

(b) Level of supervision

Work is performed independently with little if any guidance required from superiors.

The role can span a large range of activities that are of a complex and/or specialised nature. This may require adapting existing methods, procedures or policies

Officers at the level will exhibit leadership and management qualities for subordinates to emulate.

(c) Characteristics of the level

Lead and develop operational, community safety, training and business standards, policies and procedures that are consistent with and support the functions of the Queensland Fire and Emergency Services.

There is scope at this level to initiate and implement changes to standard practices and procedures.

Employees will be required to represent the Queensland Fire and Emergency Services at state, national and international forums, committees and major disasters or incidents.

Employees have the authority to deploy the human and material resources of the Queensland Fire and Emergency Services, as required.

Employees at this level are required to lead, manage and motivate other employees. Problem solving and conflict resolution is required of this level.

At this level employees will be required to lead and oversee the implementation of programs to provide for workforce capability, capacity and performance.

Employees at this level would assist and relieve executive officers, as required.