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No. 9

## INDUSTRIAL COURT OF QUEENSLAND

*Workers' Compensation and Rehabilitation Act 2003* - s. 561(1) - appeal against decision of industrial commission

**Troy John Clarke AND Q-COMP (C/2008/4)**

PRESIDENT HALL

13 June 2008

### DECISION

When this Appeal was mentioned on 29 April 2008, Counsel for the Appellant advised the Court that an application under s. 561(3) of the *Workers' Compensation and Rehabilitation Act 2003* to lead "additional evidence" was in prospect.

12 June 2008 was set to the hearing of any such application. Counsel undertook to advise the Court and to advise Q-COMP by 2 June 2008, as to whether the application would in fact be pressed.

The Appellant is no longer legally represented. On 2 June 2008, the Appellant filed a bundle of documents with the Industrial Registrar and delivered a copy of same to Q-COMP. The Appellant made plain that the Application to lead "additional evidence" was to be pressed. The Application was heard, as scheduled, on 12 June 2008.

A number of the documents within the bundle were in fact exhibits in the proceedings before the Queensland Industrial Relations Commission. In the case of those documents, which were identified in the course of the proceedings on 12 June 2008, there is neither need nor scope for an Application to lead "additional evidence". Five documents remained.

The first document is an opinion obtained from a Dr Murrell after the release of the Commission's decision. Dr Murrell was a witness called by the Appellant below. The Commission did not act upon Dr Murrell's evidence. The further opinion seeks merely to debate further the matters canvassed at trial. It is not a proper exercise of the discretion at s. 561(3) to allow such materials as "additional evidence".

A significant issue at trial was the extent to which Mr Clarke, who was employed by a waste disposal business as a sales representative, came into contact with "rubbish, chemicals and the like". Amongst the bundle of documents is a memo from each of two businessmen in Mackay, indicating the extent to which the Appellant came into contact with waste at his premises. The memoranda are not themselves admissible. They do not adequately expose what each of the two businessmen would say if called as a witness. However, on the assumptions most favourable to the Appellant, the evidence will go to the issue of contact with waste. The critical passage in the Commission's decision on this issue is:

"Mr Clarke's recounting of his level of exposure to rubbish, chemicals and the like, as claimed above, seemed to have been exaggerated to a high degree. Whether this was deliberate or accidental is not important. What is important, however, is that even if Mr Clarke did come into contact with rubbish, and the like, as frequently as he claimed his evidence has not established any link between such contact and the development of his pemphigus condition."

It has to follow that if the proposed "additional evidence" is allowed, is favourable to the Appellant and is acted upon, the evidence will not bring about an outcome other than the outcome at first instance. If indeed, on the hearing of the Appeal, Mr Clarke establishes a link between the development of his pemphigus condition and exposure to waste and in consequence the decision of the Commission is set aside, there may be an issue as to whether the "additional evidence" should be allowed into evidence before this Court forms the view about any order which would be made in substitution for the order of the Commission. However, that point has not been reached at this stage.

There is a document within the bundle indicating that Mr Clarke may be suffering from a psychiatric/psychological condition. If the condition is wholly independent of the pemphigus condition, it should be pursued with WorkCover. If the condition is consequential upon the pemphigus condition, hearing evidence about it will not assist in establishing a link between the pemphigus condition and the exposure to waste.

There is a document in the bundle about the extension of the Appellant's probationary period. I am not satisfied that the document is relevant to any issue on the Appeal, though given the robust nature of the trial it may well have gone to credit at first instance.

It was for those reasons that on 12 June 2008, I rejected the Appellant's Application to lead "additional evidence".

Dated 13 June 2008.

D.R. HALL, President.

*Appearances:*

The Appellant in person.

Released: 13 June 2008

Mr P. Rashleigh, directly instructed for Q-COMP.

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#### QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999 - s. 273A - Commission may perform dispute resolution functions conferred by agreement of parties to disputes*

**Department of Emergency Services (on behalf of the Queensland Fire and Rescue Service) AND United Firefighters' Union of Australia, Union of Employees, Queensland (CA/2006/277)**

#### **QUEENSLAND FIRE AND RESCUE SERVICE - CERTIFIED AGREEMENT 2006**

DEPUTY PRESIDENT SWAN

16 June 2008

#### DECISION

The Department of Emergency Services (on behalf of the Queensland Fire and Rescue Service) (the Department) has applied to the Commission for:

- "1. A determination on matters relating to Part 6 of the *Queensland Fire and Rescue Service Certified Agreement 2006*. The hearing will seek to establish the process the Queensland Industrial Relations Commission and the parties will adopt in making a determination on Part 6, in particular Clause 6.1.10, of the *Queensland Fire and Rescue Service Certified Agreement 2006*.
2. Further, we seek a decision on the process to be adopted by the Commission and the parties in determining those factors that are to be taken into consideration in determining any adjustment in wages as a result of the job evaluation process undertaken in accordance with Part 6 of the *Queensland Fire and Rescue Service Certified Agreement 2006*". [Application for a directions hearing into matters arising from the Queensland Fire and Rescue Service - Certified Agreement 2006 filed 6 March 2008.]

In its Response and Counter Claim, the United Firefighters' Union of Australia, Union of Employees, Queensland (the Union) applies to the Commission for the following:

- "3 a. pursuant to s. 273A of the *Industrial Relations Act 1999* ('the Act'), the Commission to perform the functions about resolving a dispute, which functions are conferred on the Commission under the clause 6.1 of the Queensland Fire and Rescue Certified Agreement 2006 ('the Certified Agreement');
  - b. further or in the alternative, pursuant to s. 230 of the Act, the Commission to take steps for the settlement of the industrial dispute that exists between the parties.
- 4 The following decision:
- a. that an industrial dispute within the meaning of that term for the purposes of s. 273A and/or s. 230 of the Act exists between the parties;
  - b. that, for the purposes of Clause 6.1 of the Certified Agreement:
    - i. the job evaluation points from the Mercer Consulting Report should be considered against the base rate of payment made to the employees concerned; and
    - ii. the other factors, apart from the increase in the value of the work performed, to be taken into account, when determining the adjustment in wages are:
      1. skills, training, qualifications and levels of remuneration in the Queensland Public Sector; and
      2. relative position of Firefighters and Station Officers ranks within the general market". [Union Response and Counter Claim, points 3 and 4.]

The Union states that it is seeking the above relief, because it was unable to agree to or oppose the relief sought in paragraphs 1 and 2 of the application cited above because the relief sought "is not set out in sufficient particularity for the UFU to ascertain the true nature and extent of the relief sought". [Union Response and Counter Claim, point 2.]

The *Queensland Fire and Rescue Service - Certified Agreement 2006* (the 2006 Agreement), Part 6, includes, *inter alia*, the following clauses:

## **"PART 6 - FIREFIGHTERS, STATION OFFICERS AND BUILDING APPROVAL OFFICERS**

### **6.1 Job Evaluation**

- 6.1.1 Mercer Consulting will be engaged to conduct a job evaluation. The standard Mercer job evaluation methodology will apply.
- 6.1.2 Any wage increases arising from the job evaluation exercise undertaken will be implemented on the basis of 50% from 1 July 2007 and 50% from 1 July 2008.
- 6.1.3 As this exercise is to be a measure of the actual increase in job value based on an increase in the points score for each rank, the one-third rule will be excluded from this exercise.
- 6.1.4 The job evaluation exercise will be a measure of the job value change/increase since the last Mercer review in 1994/5. The 1994/95 methodology and evaluation will form the base line of the exercise.
- 6.1.5 A full unabridged copy of the 1994/5 report, together with all job profiles and all other supporting material, will be made available to the United Firefighters Union prior to the start of the job evaluation process.
- 6.1.6 The job evaluation process will be commenced no later than 30 September 2006 and be completed no later than 30 June 2007.
- 6.1.7 The Queensland Industrial Relations Commission will oversee the process and be available to the parties to assist in resolving issues relating to the progress of the evaluation exercise.
- 6.1.8 The Queensland Industrial Relations Commission will be used by the parties to conciliate or mediate an agreement on the outcomes of the evaluations and the translation of increases in job value to wage outcomes.
- 6.1.9 Factors to be included in the evaluation exercise will include but not be limited to:
  - Changes to the levels of training, skills and qualifications of Queensland Firefighters;
  - Changes to the roles and functions of Queensland Firefighters;

- Recognition of the new challenges and skills requirements arising from the changed world environment all employees covered by this agreement shall undertake and the advanced training and skills required in responding to CBRN incidents and similar extreme conditions;
- Training in Technical Rescue and USAR;
- Changes to legislation;
- Implementation of RAAP, FFF and Fire Education programs;
- Establishment of Special Operations Unit;
- Changes to recruit entry requirements.

The above list is indicative only and any and all other relevant factors raised in the course of the evaluation will be added to the list of factors for consideration.

6.1.10 Factors to be taken into consideration in determining any adjustment in wages as a result of the job evaluation process will be determined by the Queensland Industrial Relations Commission based on submissions from the parties.

The United Firefighters Union's factors include:

- The levels of remuneration paid to firefighters in other states; and
- Skills, training, qualifications, roles and functions of firefighters at equivalent ranks in interstate fire services.

The Queensland Fire and Rescue Service's factors include:

- Skills, training, qualifications and levels of remuneration in the Queensland public sector; and
- Relative position of Firefighters and Station Officer ranks within the general market today in comparison with their relative market position in 1994/95;
- Wage increases paid under previous QFRS enterprise agreements.

6.1.11 The following ranks and roles are to be included in the job evaluation:

- I. Recruit Firefighter;
- II. Firefighter;
- III. Senior Firefighter;
- IV. Leading Firefighter;
- V. Station Officer;
- VI. Area Training Officer;
- VII. Area Support Officer;
- VIII. Regional Safety Equipment Officer;
- IX. Data Support Officer;
- X. Planning Officer;
- XI. Safety Assessment Officer;
- XII. Building Approvals Officer;
- XIII. Workplace Health and Safety Officers;
- XIV. Community Liaison Officers;

6.1.12 The outcomes of this job evaluation exercise will not flow to ranks not included in those listed in 6.1.11 above.

6.1.13 Using the Mercer job evaluation methodology, the job evaluation will measure and document the totality of work value and market position change for all ranks from the last evaluation by Mercer in 1994/5 including those applicable to recruit entry level requirements.

6.1.14 Position descriptions, duty statements and other relevant documents developed for the job evaluation process will be the subject of agreement between the parties.

6.1.15 As a sign of good faith and to demonstrate the total integrity of the process, the United Firefighters Union will have full access to all documentation, without exception, pertaining to the job evaluation exercise.

6.1.16 The United Firefighters Union and its membership will be fully involved in the job evaluation process at all stages."

With reference to clause 6.1.8 of the 2006 Agreement, a conciliation conference [CA/2006/277] is currently before another member of the Commission and has been adjourned only for the purpose of the matters, the subject of this application, being determined by the Commission.

**Some of the key findings from the "Firefighter and Station Officer Job Evaluation Project Report" (Mercer Report) relevant to this decision**

1. That there has been an increased work value outcome for Firefighters.
2. That a work value score of 178 applies to Firefighters. Mercer says that "the new work value outcome of 178 points has increased from the 1994 entry level of 121". [Mercer Report, p. 19.]
3. That there is no work value difference between a Recruit Firefighter and a Firefighter.
4. That "it is appropriate that a single work value for each position is appropriate as a measure of the value of the contribution of the position in the organisation. The contribution of the person holding a particular position is best differentiated through remuneration (pay point). This contrasts with our advice in 1994, but is consistent with contemporary practice in relation to work value assessment and remuneration practices". [Mercer Report, p. 36.]
5. That a "guaranteed" or "rolled-up" wage rate is received by all Firefighters.
6. That the fairest remuneration comparison is found by relying upon the "Base Salary plus allowances excluding the 38hr week allowance against the General Market Base Salary". [Mercer Report, p. 22.]

**The Department's position**

The Department submits that the Commission should take a range of factors into consideration in translating the results of the Mercer Report undertaken by Mercer Human Resource Consulting (Mercer) in July 2007 into possible wage adjustments. These are:

- "1. The terms of the Certified Agreement - what the parties actually agreed would be done in accordance with the agreement.
2. Historical agreements and previous arbitrations between the parties which have established the existing relativities between affected Firefighter classifications, i.e. in the absence of evidence that those relativities have been disturbed by the Mercer evaluation, they must stand unless otherwise agreed.
3. The JEMS points allocated to relevant classifications in 1994/95 as a result of the Mercer review, and points allocated to other affected classifications, as determined by an appropriate methodology for extrapolating and interpolating from those points.
4. The extent to which the JEMS points allocated in 1994/95 were translated into agreed wage rates thereafter.
5. The extent to which agreed wage increases from 1996 to date have reflected any changes in job value since that time.
6. The JEMS points allocated to relevant classifications in 2007 as a result of the Mercer review, and points allocated to other affected classifications, as determined by an appropriate methodology for extrapolating and interpolating from those points, so as to permit a valid comparison between the 1994/95 evaluation (referred to in paragraph 3 above) and the 2007 evaluation.
7. The relative positions of Firefighter and Station Officer ranks in terms of skills, training, qualifications and levels of remuneration outcomes in the Queensland public sector.
8. The relative positions of Firefighter and Station Officer ranks within the general market today in comparison to the position of the general market in 1994/95, by reference to overall remuneration outcomes achieved under successive Certified Agreements." [Department's Factors for Consideration.]

**The Union's position**

In its Response and Counter Claim to the Department's application, the Union sets out what it believes should be determined by the Commission and that has been previously cited in its Response and Counter Claim.

### **Matters agreed between the parties**

- "a) (T)he process used for the evaluation of Firefighter and Station Officer ranks met all prescribed conditions in the 2006 Certified Agreement;
- b) the job evaluation exercise was undertaken using Mercer job evaluation methodology and included the factors identified in clause 6.1.9 of the 2006 Certified Agreement;
- c) Clauses 6.1.2, 6.1.3 and 6.1.13 of the 2006 Agreement accurately state the parties' intent and understanding;
- d) the points results for Firefighter and Station Officer roles, contained in the 2007 Mercer Report, accurately reflect the job value changes associated with the positions from 1994 to 2007 (and Mercer's evaluations, which is to say, the number of points allocated by Mercer to each position referred to in the 2007 Mercer Report, are not disputed); and
- e) the increase in work value is to be taken into account for the purposes of cl 6.1 of the 2006 Certified Agreement.". [Respondent's submissions, point 8.]

### **Threshold question - base rate v rolled-up rate/guaranteed rate**

The parties are unable to agree as to whether the base rate or guaranteed rate of pay should be utilised in responding to the Mercer Report. It is a fact that Firefighters are paid a guaranteed rate of pay which includes all allowances etc., irrespective of whether they work on shifts or otherwise, save for overtime payments being paid on the base rate. The parties have requested that the Commission arbitrate this point.

Mercer conducted its remuneration analysis having considered three scenarios:

- base salary only against the general market base salary;
- base salary plus allowances excluding the 38 hour week allowance against the general market base salary; and
- base salary plus all allowances against the general market base salary. [Mercer Report, p. 22.]

Mercer found that the "Base Salary plus allowances excluding 38hr week allowance against the General Market Base Salary" [Mercer Report, p. 22] represented the "fairest remuneration comparison". [Mercer Report, p. 23.]

The Department adopts Mercer's approach while the Union contends that the approach should be one of applying the base rate only.

The Union says that Mercer does not explain why the "guaranteed" rate of pay is a fairer comparator than the base rate of pay. The Union said that the "guaranteed" rate of pay is an invalid comparator because:

- "a) any comparison of wage rates must be done on a like-with-like basis;
- b) if the 'guaranteed' or total rate (excluding the 38 hr week allowance but including weekend and night allowances) paid to firefighters is to be used as a basis for comparison, then the rates being compared with must be converted to a 'guaranteed' basis as well; and
- c) it is illogical as well as industrially unsound to compare the 'guaranteed' or 'total' rate of one worker with the base rate of another when dealing with work value.". [Respondent's submissions, point 19.]

The Union's submission is that allowances and penalties should not be considered because they represent payments for compensation and disability associated with work, and are not related to work value. [See *The Australian Workers' Union of Employees, Queensland v Queensland Chamber of Commerce and Industry Limited, Industrial Organisation of Employers and Ors* (2000) 164 QGIG 54.]

The Union also relied upon *United Firefighters' Union of Australia, Union of Employees, Queensland v Queensland Fire and Rescue Service* (2005) 180 QGIG 102 (*UFU v QFRS* decision) where it claimed that a Full Bench of the Commission had determined not to apply the 15% night shift allowance (generally granted by the Commission in 2000) to the rates in the *Queensland Fire Service Employees' Award - State* because it was inadvisable to apply such an allowance to a rolled-up rate.

Further, the Union states that the current Statement of Policy of the Commission [(2007) 185 QGIG 452 at 453] highlights that allowances are paid for reimbursement of expenses and allowances for working conditions. Since 1996, also, enterprise bargaining increases have been applied to base rates.

In *Re Queensland Fire Service Employees' Award - State* (1996) 152 QGIG 993 (1996 Full Bench decision) at 996 the Full Bench stated:

"In order to set appropriate wage levels, we have dealt with various rates on an 'unloaded' basis, which seems to us to be the only appropriate way to make a valid comparison of skill, responsibility and conditions under which work is performed."

Against these submissions, the Department referred also to the *UFU v QFRS* decision (*supra*) at 115 quoting at length the views expressed by the Full Bench:

"However, having stated that, we remain highly conscious of the fact that wage rates and allowances in this Award (as well as in recent certified agreements) have been significantly influenced by the whole history of wage fixation in this industry. In that regard, it would be abundantly apparent from the extensive references to the history of wage and allowances fixation referred to above, that the respective parties to the Award have paid greater regard to the ultimate wage rate payable/paid to firefighters than they have to actual components of such wage rates.

For example, it was not until 1996 that there was any identifiable shift allowance inserted into the Award. Even then, the respondent, judging on the evidence of Mr Davey and Mr McKenzie, seems to have only paid token regard to the monetary shift allowance determined by the Commission in settling upon the total wage rate it was prepared to make available to firefighters, as reflected in the 1996 agreement. As Mr Davey indicated in his evidence, the respondent simply tried to put together a new package to broadly approximate the total dollar outcomes recorded in the consent agreement previously reached with the UFU, which was not approved by the Commission.

Notwithstanding the wording of the leave reserved position in the 2003 Agreement, we are concerned about the ultimate ramifications if we simply move to introduce the claimed 15% night shift allowance into the Award without regard to the possible consequences of that decision.

Unlike the great majority of other workers who receive percentage shift loadings in this State, firefighters currently enjoy the benefits of a 'rolled-up' wage rate which is payable for all purposes of the Award (such as sick leave, annual leave, long service leave and the like). This loaded-up rate currently includes payment of \$46.02 per week which represents the current flat monetary shift payment calculated on the basis on an average of 32.66 hours of night shift work each fortnight.

Any decision by this Full Bench to simply introduce a 15% night shift allowance, without further inquiry, would appear to lead to a result whereby an increase in excess of that quantum will actually flow into the pay rates of firefighters. This is because the shift allowance is compounded by the various components which deliver the rolled-up rate of pay. We do not think that a result exceeding 15% would be an appropriate outcome to this case. Similar reservations also appear to have been (at least) part of the reason why previous Members of the Commission (see above) have declined to introduce a percentage shift loading - or *any* shift loading."

From those views, the Department said that "the Commission expressly declined in 2005 to award an immediate shift penalty payment in accordance with the Statement of Policy of the Commission until the expiry of the then existing certified agreement, on the specific basis that to do so would have resulted in an unjustified amplification of the actual rate of increase awarded, by reason of the particular circumstances applying to Firefighters in accordance with the long established history of agreements in that industry, in which the process of 'rolling up' the wage rate inevitably led to an outcome which exaggerated or increased any increase applying to a particular component of that process." [Department's submissions in reply, point 5.]

What was pointed out by the Department was that the rolled-up rate was paid to Firefighters regardless of whether the type of work involved, which would normally attract a penalty payment (e.g. shift work, weekend work etc.) was worked or not.

The Department says that the real reason for Mercer adopting this approach was simple - it is because "(t)he rate of pay to be compared for the purpose of establishing a position in the General Market can only sensibly be that rate which employees receive for all purposes of employment." [Department's submissions in reply, point 8.]

The Department contends that the focus of clause 6.1.8 of the 2006 Agreement is wage outcomes and this has been established through a long history of wage fixation within the industry. The rolled-up wage received by Firefighters now does not directly link the payments received with compensation for disabilities etc. There is in effect, no payment made for "specific purposes" (as contended by the Union). Rather, the payments are paid for "all purposes". [Department's submissions in reply, point 17.]

Reference by the Union to the Wage Principles of the Commission within this context was misconceived. The Department said that the exercise being undertaken by the Commission was to ensure that awards which were comprised of a base rate and separate allowances were identified for the purpose of ensuring that the base rate had an appropriate relativity to base rates set in respect of equivalent employees. There was no comparison between that approach and that being undertaken in the 2006 Agreement.

The decision on this point is contained under the heading "Conclusion and Recommendations".

**Factors to be taken into consideration in determining any adjustment in wages as a result of the job evaluation process undertaken in accordance with Part 6 of the 2006 Agreement**

The areas listed by both parties for consideration under this heading will be addressed hereunder. The Commission has been asked by the Department to "circumscribe the contemplated negotiations for wage increases, and facilitate the efficient conduct of those negotiations". [Department's submissions, point 5.] The Department believes that the matters listed by it should be the only matters to be taken into account in this process and the parties should not be permitted to stray outside of those issues.

**THE DEPARTMENT'S LIST**

**Factor 1: The terms of the Agreement - what the parties actually agreed would be done in accordance with the Agreement**

The Department's position

- The negotiations should be set against a full contextual understanding of the terms of the 2006 Agreement in order to appreciate the limited nature of the matters agreed to be done.
- This is not an exercise to attempt to adjust wages and relativities based on matters other than any increase in Mercer's evaluated points between 1994/95 and the present time.
- The nature and extent of the job evaluation process is contained in clauses 6.1.3, 6.1.4 and 6.1.13 of the 2006 Agreement.
- The job evaluation processes involve two stages:
  - (i) the actual measurement of the work value by reference to Mercer points of each nominated classification in 2006/7, and the remuneration "market position" (clause 6.1.13 of the 2006 Agreement) of each classification; and
  - (ii) the comparison between that point score and market position with the point score and market position of the same or equivalent classification, as assessed by Mercer in 1994/95 and ascertaining the difference (if any) over that intervening period. (Refer to specific criteria in clause 6.1.13 of the 2006 Agreement.)
- Clause 6.1 does not contemplate revisiting any other aspect of the 2006 Agreement.
- If the Mercer evaluation finds a relative increase in the job value, that finding does not automatically mean there will be a wage increase. Consideration would need to be given to enterprise bargaining outcomes and whether what has resulted in increased job value as determined by Mercer are not the same matters which have already been reflected in negotiated wage increases during the same period.
- Determining what other changes might have occurred during the period that the job value has increased and the ramifications thereof.
- In the context of the whole of the 2006 Agreement, the sole reference point is the level of the agreed wage rates contained in Schedule 1 of the 2006 Agreement.
- Are the wage outcomes in Schedule 1 of the 2006 Agreement an appropriate reflection of the true current value of each classification which can only be determined by reference to:
  - (a) the relativities of each classification to the others; and
  - (b) the relative market position of those classifications, in accordance with Mercer methodologies and by reference to appropriate benchmarks, both internal and external to the Department.
- Reference should be made to the wage rates in Schedule 1 of the 2006 Agreement being based upon longstanding relativities which have been endorsed and preserved through successive certified agreements emanating from the 1994/95 Mercer evaluations.
- There should be no general review of the agreed pay and classification structures.

### The Union's position

- Clause 6.1 of the 2006 Agreement speaks for itself.
- Disagrees with the Department's view as to the scope of clause 6.1 of the 2006 Agreement.
- Disagrees with the Department's views regarding relativities between classifications (this objection is detailed further under Factor 2).

The decision on this factor is contained under the heading "Conclusion and Recommendations".

**Factor 2: Historical agreements and previous arbitration between the parties which have established the existing relativities between affected Firefighter classifications, i.e. in the absence of evidence that those relativities have been disturbed by the Mercer evaluation, they must stand unless otherwise agreed**

### The Department's position

With regard to existing relativities within the 2006 Agreement, the Department states that these relativities have remained largely unchanged for approximately 13 years and over the life of 5 certified agreements.

The Department's view is that there is nothing in the Mercer Report to suggest that existing relativities should collapse between pay points of 1<sup>st</sup> class and 3<sup>rd</sup> class Firefighters.

The essence of the Department's perspective on this question is as follows:

"... we're dealing with a situation where the parties have already agreed and are legally bound by a set of relative pay rates and that there is no agreed mechanism for any of them to be changed because the only agreed mechanism would have been if it was contained in the Mercer report, but it's not." [Transcript, p. 109.]

The Department also says that the Mercer Report establishes that even though there is only one point score attributed to each classification, it is the difference in experience and ability in the persons who might fill that role which would be reflected in a different pay point.

### The Union's position

The Union's perspective is that there has never been a determination of the Commission with regard to the relativities set between classifications within the 2006 Agreement. Also, there has never been an exercise where a 100% rate has been identified with classifications above and below being evaluated on the basis of evidence and submissions or by an agreed process between the parties where those positions are accorded a relative work value expressed as a percentage and then expressed as a rate of pay. [Transcript, p. 76.]

Consequently, the Union says it should not be precluded from considering those relativities during the course of its negotiations with the Department.

The Union believes that the issue of relativities is not set in stone and since there has been an increase in work value as determined by the Mercer Report, with a work value of 178 points being attributed to a Firefighter, "that's from where you start and if that requires an examination or review of the pay points, as Mercer has contemplated in its own report, then there is nothing that should stop the parties from doing that." [Transcript, p. 79.]

The decision on this factor is contained under the heading "Conclusion and Recommendations".

**Factor 3: The JEMS points allocated to relevant classifications in 1994/95 as a result of the Mercer review, and points allocated to other affected classifications, as determined by an appropriate methodology for extrapolating and interpolating from those points**

and

**Factor 6: The JEMS points allocated to relevant classifications in 2007 as a result of the Mercer review, and points allocated to other affected classifications, as determined by an appropriate methodology for extrapolating and interpolating from those points, so as to permit a valid comparison between the 1994/95 evaluation and the 2007 evaluation**

I have determined to consider these two factors together.

### The Department's position

Mercer, in 2007, did not provide a point evaluation expressed as a percentage from entry level to final progression (Senior Firefighter) but it provided a point score for Senior Firefighters and a single point score of 178 which, on its face, covers all of the 4 classifications from entry level to 1<sup>st</sup> class Firefighter.

The Department has also stressed that Mercer, in reducing a range of tasks, training and responsibilities to a single point score, did so for the purpose of permitting comparisons of work value across a range of disparate work areas.

Mercer then suggested that the differences between the existing classifications should be accommodated by wage increases. The table from the Mercer Report is as follows:

**"Table 3: New Work Value Profiles**

<b>Position</b>	<b>Impact</b>	<b>Expertise</b>	<b>Judgement</b>	<b>Accountability</b>	<b>Total</b>
Firefighter	Service	D-2c 66	C-3- 54	C1c 58	178
Senior Firefighter	Service	D+2+c 88	C-3 62	C+1c+ 66	216
Leading Firefighter	Service	E-2+c 101	C-3 62	C+1c+ 66	229
Station Officer	Service	E-3-c+ 116	C+3+ 76	D+1+d 134	326
Station Officer - Rotational Duty	Service	E-3-c+ 116	C+3+ 76	D+1+d 134	326
Safety Equipment Officer - Cannon Hill	Advice	E3-c+ 134	D-4- 125	D+1+d 134	393
Building Approvals Officer	Advice	E3-c+ 134	D-4- 125	D+1+d 134	393
Workplace Health and Safety Officer	Advice	E3-c+ 134	D-4- 125	D+1+d 134	393"

[Department's submissions, point 32.]

To compare each classification in Schedule 1 of the 2006 Agreement to its equivalent 1994/95 score, the Department suggests that one needs to "fill in the gaps left by Mercer between and around the scores that were actually allocated." [Department's submissions, point 34.]

It is submitted that these can only occur by considering existing known reference points.

The manner by which this can be done is by considering the points awarded in the 1994/95 Mercer Report and applying the relativity agreed to by the parties in the 1996 Agreement to each of the classifications.

The significance of the 1996 Agreement was that it was made after the 1994/95 Mercer Report and after the Commission arbitrated pay rates for the purposes of the Award in 1996.

The Department says that the point score for a 4<sup>th</sup> class Firefighter (previously 121 in 1996) equated to a percentage relativity to the Senior Firefighter score of 204, of 59.3%. "That classification was agreed by the parties to be paid at a relativity to a SFF of 70.6%, as that classification encompassed both the training phase of the employment of a Recruit and the first eight months of operational service. Mercer has now suggested that upon commencing operational duty, such employees should no longer be paid a Recruit wage. Accordingly, it is now accepted by QFRS that upon commencement of operational duties, all new employees should be paid as a 3<sup>rd</sup> Class Firefighter. This will cause the current 4<sup>th</sup> Class rate to revert to a trainee rate only." [Department's submissions, point 38.]

The above sets out the general theme of the Department's approach. Incorporated in the thrust of the Department's approach is that the classifications have retained a "strict relativity" to each other in wages terms for around 13 years and in the Department's view "validates a notional allowance of Mercer points relative to the position of Senior Firefighter." [Department's submissions, point 42.]

### The Union's position

The Union reiterated its submissions around the question of relativities. I will consider those views within the context of this factor. It says that the Department has incorrectly based its submissions on the assumption that there are agreed relativities between the parties.

The Union challenges the Department's perspective that Mercer considered different points for different classifications. To the contrary, the Union states that Mercer said there was no work value difference between Recruit Firefighters and Firefighters. There is, however, a single work value for the Firefighter position. Were one to follow the Department's suggestion, then it would result in a lower work value assessment for a 4<sup>th</sup> and 3<sup>rd</sup> class Firefighter.

The decision on this factor is contained under the heading "Conclusion and Recommendations".

**Factor 4: The extent to which the JEMS points allocated in 1994/95 were translated into agreed wage rates thereafter**

The Department's position

The Department says that the relativities in Schedule 1 of the 2006 Agreement have been set against an increase of:

- arbitration by a Full Bench of the QIRC in 1996 in which wages were set by reference to internal and external relativities; and
- agreement between the parties in the 1996 Certified Agreement". [Department's submissions, point 54.]

The Union's position

The Union says that the 1996 Full Bench decision (*supra*) had not set wages "by reference to internal and external relativities". The Union refers to the 1996 Full Bench decision (*supra*) at 996 as it related to the setting of rates for FPO1 and FPO2 as follows:

"We will now consider appropriate wage rates for levels FPO1 and FPO2. The UFU seeks wage rates somewhat higher than those proposed by the QFS. In making a determination we have in particular considered the Cullen Egan Dell Recommendation and award wage rates of police, ambulance officers, corrective service employees, nurses and tradespersons. We have considered entry and other qualifications for these occupations and we have taken into account the evidence relating to the duties and responsibilities of employees of the QFS including those carried out in association with police and ambulance officers when attending accidents and other emergency incidents. We have noted in the case of corrective service employees the commencing salaries of persons holding Associate Diplomas and Degrees. In particular we have also noted the required qualifications (Associate Diploma) of a qualified ambulance officer who has a current fortnightly wage of \$1072 (including 1st \$8 SNA) (\$27,872 per annum)."

The Union reiterated its point that there was no translation of work value in the agreed wage rates nor were relativities determined.

On this basis, the Union believes that the Department's contention in Factor 4 be rejected.

The decision on this factor is contained under the heading "Conclusion and Recommendations".

**Factor 5: The extent to which agreed wage increases from 1996 to date have reflected any changes in job value since that time**

The Department's position

The Department says it is necessary to consider whether wage increases that have occurred through enterprise bargaining have contained some of the elements which have been included in the work value process undertaken by Mercer.

To this end, the Department cites a variety of clauses contained, *inter alia*, in the following:

*"Queensland Fire Service Workplace Reform Program Memorandum of Agreement - Firefighters and Junior Officers, 17/07/1995*

The parties are committed to improving the skills of all employees of the QFS and recognise the need for greater flexibility in training.

...

*Queensland Fire Service Workplace Reform Certified Agreement, 1996, CA 315 of 1996, 28/06/1996*

All employees are committed to fire prevention and associated public education activities ...

The parties are dedicated to placing a greater emphasis on activities which will educate the community and enhance community fire protection. ...

The parties are committed to management principles which foster the additional components of providing support, resources, leadership and facilitation to its employees in an environment which supports the strategic goals of the organisation.

...

*Queensland Fire Service Certified Agreement 1996, CA 542 of 1996, 11/12/2006*

Preamble - The Queensland Fire Service (QFS) and the unions party to this Agreement recognise that workplace reform involves not only changes in work practices but also requires a positive approach and joint co-operation of the parties to achieve the expected outcomes.

...

*Queensland Fire and Rescue Authority Enterprise Partnership Agreement 1997, CA 507 of 1997, 08/09/1997*

Managers must play a more interactive role with our frontline employees in order to effectively communicate and build trust. Strategies to support the positive development of changed management practices include:

...

Adoption of Technology

...

Total Quality Management

...

*Queensland Fire and Rescue Authority Enterprise Partnership Agreement 1999, CA 562 of 1999, 09/11/1999*

Agreement Aims and Objectives

...

The outcomes that we aim to achieve are:

- a workforce with higher education and skill;
- flexibility in work organisation;
- participation in work organisation;
- increased productivity and profitability;

...

*Queensland Fire and Rescue Authority Enterprise Partnership Agreement 2000, CA 374 of 2000, 04/08/2000*

Agreement Aims and Objectives

This Enterprise Partnership Agreement aims to unite the efforts of the workforce, unions and management to enhance the organisation and future direction of the QFRA with a clear focus on the community involvement of firefighters. The agreement is aligned to the QFRA Strategic Planning cycle and continues to engender the notion of continuous improvement.

...

*Queensland Fire and Rescue Service Enterprise Partnership Certified Agreement 2003 (No. CA744 of 2003)*

Agreement Aims and Objectives

This Agreement aims to unite the efforts of the workforce, unions and management to enhance the organisation and future direction of the QFRA with a clear focus on community involvement and the management of risks associated with Chemical, Biological, Radiological, Incendiary and Explosive (CBRIE) threats and incidents. The Agreement is aligned to the QFRS Strategic Planning process and continues to engender the notion of continuous improvement.

The above increases are provided for the implementation of the initiatives contained within the current Agreement, and for the commitment to the continued implementation of productivity measures specified in the:

Queensland Fire and Rescue Authority Enterprise Partnership Agreement 1997;  
 QFS Support Services Staff and Rural Fire Division Certified Agreement 1997;  
 Queensland Fire and Rescue Authority Enterprise Partnership Agreement 1999; and  
 Queensland Fire and Rescue Authority Enterprise Partnership Agreement 2000." [Department's submissions, point 59.]

In considering all of the aforementioned agreements, the Department submits that these "are capable of informing a conclusion as to the extent that incremental increases in job value have been progressively and incrementally rewarded by remuneration outcomes, on account of the same matters as were evaluated by Mercer as warranting an increase in points score. This in turn has a significant bearing as to whether any further wage increases are warranted in 2007/8." [Department's submissions, point 60.]

### The Union's position

The Union opposes this claim and says that whilst increases have occurred as a consequence of productivity initiatives, the increases have not occurred because of work value changes.

The Union points to the Statement of Policy of the Commission (*supra*) where it was stated:

#### "6. Work Value Changes

- (a) Changes in work value may arise from changes in the nature of the work, skill and responsibility required or the conditions under which work is performed. Changes in work by themselves may not lead to a change in wage rates. The strict test for an alteration in wage rates is that the change in the nature of the work should constitute such a significant net addition to work requirements as to warrant the creation of a new classification or upgrading to a higher classification.". [Respondent's submissions, point 54.]

The Union stresses that there has been no assessment of changes in work value since the 1994 Cullen Egan Dell Report.

The Union points to certified agreements since 1996 and states that there has been no reference in any of those agreements to work value considerations.

The decision on this factor is contained under the heading "Conclusion and Recommendations".

### **Factor 7: The relative positions of Firefighter and Station Officer ranks in terms of skills, training, qualifications and levels of remuneration outcomes in the Queensland public sector**

#### The Department's position

If comparisons are to be made with outcomes in the Queensland public sector, such comparisons must be valid and realistic.

Mercer determined to "reduce a complex group of tasks, training, responsibilities and accountabilities to a single point score, so as to permit comparisons of work value across a range of disparate work areas.". [Department's submissions, point 63].

The Department says that the difficulty lies in finding a comparable body which has also undertaken a Mercer assessment.

In 1996, the Full Bench of the Commission benchmarked the wage rates of Firefighters and Station Officers with roles with similar characteristics in other Queensland emergency services and in nursing and corrective services.

There were differences between the groups and they were noted as follows:

"Accordingly, material as to the remuneration outcomes for these groups of public sector employees may be taken into account as having a traditional nexus to QFRS pay scales, however in assessing the comparison, care should be taken to fully assess any relevant changes that have occurred in the benchmark callings, in terms of skill, training and accountability, and relevant differences between the two groups.". [Department's submissions, point 71.]

#### The Union's position

There has been general agreement between the parties around this factor.

The Union refers to the possible utilisation of the technical stream in the *Queensland Public Service Award - State 2003*. The JEMS evaluations undertaken were consistent with the methodology used in the 1994/95 and 2007 Mercer Reports.

The decision on this factor is contained under the heading "Conclusion and Recommendations".

### **Factor 8: The relative positions of Firefighter and Station Officer ranks within the general market today in comparison to the position of the general market in 1994/95, by reference to overall remuneration outcomes achieved under successive certified agreements**

### The Department's position

The Department promotes the approach of considering only guaranteed periodic wages and says that this is the approach taken by Mercer. For the purpose of the exercise, the Department believes that the guaranteed rate should be viewed as the new "base rate" for Firefighters.

### The Union's position

The Union restates and relies upon its position with regard to the utilisation of the real base rate as opposed to a "guaranteed" rate.

The Union does not agree that there should be an attempt to compare the general market now against the general market in 1994. It says that a "like for like" comparison is required and would occur between:

- "a) the QFRS classifications at their current work value (as found in the 2007 Mercer Report); and
- b) positions in the general market which currently have the same work value as those for which the 2007 Mercer Report contains evaluations." [Union's submissions, point 74.]

The decision on this factor is contained under the heading "Conclusion and Recommendations".

### **Conclusion and Recommendations**

The Department's list of factors to be considered in negotiations with the parties is somewhat prescriptive. The Union's list is very limited by comparison but promotes a wider scope for discussion between the parties. Certainly, the Union has responded to each claim made by the Department. In my view, it is important that the parties, within reason, be left sufficient ambit within which to further debate some of the issues. Some firm decisions have been made by the Commission where necessary and, in other areas, firm guidance has been provided by the Commission.

In my view, amongst the issues to be determined, two primary points have been determined by the Commission because, without some finality on those points, there is potential for the parties to be left without a foundation upon which to have meaningful discussions around the whole gamut of issues in contention.

The first of those issues for determination relates to which rate should apply for the purpose of this exercise - i.e. the "base rate" or the "guaranteed rate" of pay.

I have found that the rate which should apply for the purpose of this exercise is the "Base Salary plus allowances excluding the 38hr week allowance against the General Market Base Salary" as determined in the Mercer Report. [Mercer Report, p. 22.] The following are the reasons for reaching this decision.

Mercer is the organisation chosen by the parties to report on job evaluation of Firefighters following on from a similar project undertaken in 1994. Mercer, in its report, stated, *inter alia*, on page 22:

"It is Mercer's understanding that the allowances provided to these positions are essentially 'guaranteed' and therefore, analysis has been conducted in three ways - Base Salary only against the General Market Base Salary, Base Salary plus allowances excluding 38hr week allowance against the General Market Base Salary; and Base Salary plus all allowances against the General Market Base Salary.

Mercer understands that the 38 hour week allowance is currently not superannuable in the same way that other standard payments are. However, Mercer is unsure of the treatment of the 38 hour week allowance from July 2008 under the 'Ordinary Time Earnings' superannuation regulations. At this time, the second comparison, which contains all allowances, save the 38 hour week allowance, is the one reflecting the fairest remuneration comparison."

The reality is that the rolled-up rate represents what is actually paid to Firefighters. The payments made by way of allowances have ceased to fit into the category of payments for "specific purposes". They are payments for all purposes and paid irrespective of whether Firefighters perform certain duties (which would normally attract a penalty payment) or not.

I have accepted that an historical perspective is required to understand the complexities of what constitutes rates of pay for Firefighters. This view is supported by the *UFU v QFRS* decision (*supra*).

The Wage Principles of the Commission as relied upon by the Union must be viewed within context. The Department's view represents the more accurate approach to be adopted.

Against that background, I have determined that the appropriate rate for consideration during this exercise is what Mercer has entitled the "guaranteed rate".

The second issue for determination (Factor 2) relates to the question of relativities.

There is nothing explicit within the Mercer Report which says that relativities can or cannot be altered.

What Mercer does say is this:

"... it is appropriate that a single work value for each position is appropriate as a measure of the value of the contribution of the position in the organisation. The contribution of the person holding a particular position is best differentiated through remuneration (pay point). This contrasts with our advice in 1994, but is consistent with contemporary practice in relation to work value assessment and remuneration practices." [Mercer Report, p. 36.]

There is logic and fairness in the Department's submission that, because the 2006 Agreement is a binding document between the parties, and that relativities contained within it have been sustained and confirmed over many years, these relativities should not be altered under circumstances where the Mercer Report did not say that the work value of that position has altered.

The real point is not that the Commission has never arbitrated the issue, but that the parties have agreed for many years that relativities contained within the various agreements are appropriate and that view has been re-confirmed in the latest certified agreement. The only way they could have been changed is if the Mercer Report had determined that to be necessary.

The Department's submissions around this point are accepted by the Commission as being the most reasonable in the circumstances. However, if agreement can be reached between the parties and there is a sound reason for disturbing existing relativities, then the parties should not feel constrained in so doing.

The remaining issues contained within the lists of both parties are considered hereunder.

Factor 1 considers the scope of clause 6.1 of the 2006 Agreement requires consideration.

Within the context of the whole 2006 Agreement, clause 6.1 limits the negotiations to a consideration of any Mercer evaluated points between 1994/95 and now. Consequently, the negotiations around clause 6.1 should not extend to a discussion around other contents of the Agreement.

It also follows from the content of clause 6.1 of the 2006 Agreement that the job evaluation process involves two stages as cited in the Department's submissions, i.e.:

- (i) the actual measurement of the work value by reference to Mercer points of each nominated classification in 2006/7, and the remuneration "market position" (clause 6.1.13 of the 2006 Agreement) of each classification; and
- (ii) the comparison between that point score and market position with the point score and market position of the same or equivalent classification, as assessed by Mercer in 1994/95 and ascertaining the difference (if any) over that intervening period. (Refer to specific criteria in clause 6.1.13 of the 2006 Agreement.) [See specifically clauses 6.1.3, 6.1.4 and 6.1.13 of the 2006 Agreement.]

It is acknowledged that the reference point for agreed wage rate outcomes are contained in Schedule 1 of the 2006 Agreement.

Factors 3 and 6 of the Department's submissions around the question of JEMS points requires consideration.

There is no question that this is a problematic situation for both parties. This situation does, however, require a circuit breaker.

It is clear that Mercer does not suggest eliminating the existing classification structures.

Mercer says that it "has recognised the changes to the knowledge and skills associated with the contemporary Firefighter role and the new work value outcome of 178 points has increased from the 1994 entry level of 121." [Mercer Report, p. 19.] Mercer then says "it is appropriate that a single work value for each position is appropriate as a measure of the value of the contribution of the position in the organisation. The contribution of the person holding a particular position is best differentiated through remuneration (pay point)." [Mercer Report, p. 36.]

The Union's perspective is that one only starts the exercise of determining wage levels from the point score of 178.

Against the background of relativities not being disturbed, unless agreed to by the parties, the Department says that Mercer has stated that upon commencement of operational duty, employees should no longer be paid a Recruit Firefighter wage. Consequently, all new employees should be paid as a 3<sup>rd</sup> class Firefighter. However, the current 4<sup>th</sup> class Firefighter rate should revert to a trainee rate only.

The Department's submission is that the 178 point score relates to a functioning Firefighter. In my view, it would be unusual for a new untrained employee to be considered at the same level. Consideration should be given to the concept of a trainee employee within the parameters provided by the Department.

It is my view that discussions between the parties should be conducted against the background as provided for by the Department. The Union has said that the approach adopted by the Department wrongly relies upon agreed relativities being in place. Because the relativities will stay in place, unless otherwise agreed, the approach adopted by the Department should be pursued by the parties in the course of their negotiations.

Factor 4 in the Department's submissions relates to "(t)he extent to which the JEMS points allocated in 1994/95 were translated into agreed wage rates thereafter". [Department's submissions, p. 17, Item 4.]

There is insufficient material before the Commission to make any firm decision around this factor. All that can be said is that the issue should be considered only if some clear evidence emerges as to the strength or otherwise of the Department's submission.

Factor 5 relates to the extent to which agreed wage increases from 1996 to date have reflected any changes in job value since that time.

There is no mention of increases occurring over time to Firefighters based on work value assessments within any of the agreements or documents cited by the Department. That does not mean that some element of change may have occurred within the various agreements which might have also been considered within the Mercer Report.

In the course of discussions between the parties, if it can be shown quite clearly that there are overlapping elements in any of the agreements or any part of the Mercer Report then those elements must be considered by the parties.

Factor 7 deals with matters raised by both parties as it relates to the relative positions of Firefighter and Station Officer ranks in terms of skills, training, qualifications and levels of remuneration outcomes in the Queensland public sector.

It is noted that there is little divergence in the parties views around this factor. The parties are advised to take account of the Union's submissions as it relates to the technical stream of the *Queensland Public Service Award - State 2003*, amongst other things.

With regard to Factor 8 "relative position as against the general market", the decision with regard to the "guaranteed rate" has already been made. It is apparent from the submissions that the approach taken by both parties is relatively similar save for the respondent's view with regard to the "base rate". That matter having been determined, it is anticipated that the parties will be able to resolve this issue satisfactorily.

In making these determinations, all submissions and claims of both parties have been considered. This matter should now continue before the Member of the Commission conducting the conciliation process.

Order accordingly.

D.A. SWAN, Deputy President.

*Hearing Details:*

2007 20, 26 March

8 May

26 May (Transcript)

*Appearances:*

Mr A. Herbert, Counsel, instructed by Mr R. Clarke of the Department of Emergency Services, for the Queensland Fire and Rescue Service.

Mr J. Merrell, Counsel, instructed by Ms T. Butler of Hall Payne Lawyers, for the United Firefighters' Union of Australia, Union of Employees, Queensland.

Released: 16 June 2008

## QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999 - s. 125 - making, amending and repealing awards***Forestry Plantations Queensland AND The Australian Workers' Union of Employees, Queensland and Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees (A/2008/3)****FORESTRY EMPLOYEES' AWARD - DEPARTMENT OF PRIMARY INDUSTRIES 2003**

COMMISSIONER THOMPSON

27 May 2008

## AMENDMENT

This matter coming on for hearing before the Commission at Brisbane on 27 May 2008 this Commission orders that the said Award be amended as follows as from 20 August 2007:

1. By deleting PART 5 from clause 1.2 and inserting the following in lieu thereof:

## PART 5 - WAGES AND WAGE RELATED MATTERS

Career path progression and classification criteria	5.1
Wages	5.2
Higher duties payment	5.3
Payment of wages	5.4
Allowances	5.5
Superannuation	5.6
Method of determining rate of pay for public holidays and time lost through wet weather or sickness	5.7

2. By deleting clause 1.5 and inserting the following in lieu thereof:

**1.5 Definitions**

- 1.5.1 "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.5.2 "Assessment" means the process of collecting evidence and making judgements on whether competency has been achieved to confirm that the individual can perform to the standard expected in the workplace, or as expressed in the relevant industry/enterprise competency standards contained in the relevant endorsed National Industry Training Package, or the learning outcomes of an accredited course.
- 1.5.3 "Australian Qualifications Framework (AQF)" means the policy framework that defines all qualifications recognised nationally in post-compulsory education and training within Australia. The AQF comprises titles and guidelines, which define each qualification, together with principles and protocols covering articulation and issuance of qualifications and Statements of Attainment.
- 1.5.4 "Commission" means the Queensland Industrial Relations Commission.
- 1.5.5 "Forestry Worker" means an employee who is multi-skilled and competent in performing a range of routine tasks or functions under general supervision and who typically would not be required to possess technical or specialist skills or knowledge or a qualification with an outcome higher than AQF Level 3 for Wage Level 2. A Forestry Worker would typically span a new entrant in the forestry sector up to an experienced worker who builds on their levels of skill and knowledge over a 5 year period. Additionally, it would include an inexperienced plant operator i.e. with less than one year's cumulative experience.
- 1.5.6 "Ganger" and/or "Overseer" means a person who has been authorised by the employer to act and take a leadership role on its behalf in the management, supervision, implementation and application of a diverse range of projects and routine activities. Four levels of supervision are recognised (Ganger, Overseer's Grades 2 and 1 and Principal Overseer) depending and based on an increasing level of responsibility they are authorised to exercise.

Without limiting the meaning of its application, the Ganger or Overseer would typically be responsible for the following activities and functions:

- project management of a diverse variety of routine and complex projects and activities including management of human, financial and physical resources where appropriate;
- interaction with customers including problem solving where appropriate;
- ensuring on site compliance with a variety of statutes, employer policies including Workplace Health and Safety requirements, Guidelines and Procedures and Local Laws;
- performance management including taking initial action over diminished work performance, and
- interaction with various levels of Gangers and Overseers and/or senior management.

A Ganger will typically lead and supervise a small Work Team (generally less than 10 employees) on small projects or activities of a routine or cyclical nature where the work is clearly specified and well defined in its requirements.

Overseer - Grade 2 will typically lead and supervise either a large Work Team (generally more than 10 employees) on small projects or activities of a routine or cyclical nature, or a small Work Team on projects or activities of a complex nature where the work is typically highly variable and intricate in nature, may not always be clearly specified and requires a high level of interpretation and therefore individual responsibility to meet requirements.

Overseer - Grade 1 will typically co-ordinate and supervise Ganger and Overseer Grade 2 activities on projects or activities of a complex nature where the work is typically highly variable and intricate in nature, may not always be clearly specified and requires a high level of interpretation, co-ordination and therefore individual responsibility to meet requirements.

Principal Overseer will typically manage and supervise a number of other Gangers and Overseers Grades 2 and 1 on projects or activities of a complex nature and is generally responsible for the overall implementation of on-site activities.

The work is typically highly variable and intricate in nature, may not always be clearly specified and requires a high level of specialised skills and knowledge, interpretation and therefore individual responsibility to meet requirements.

Responsibilities at this level will reflect the size and complexity of agency operations and will normally entail significant input and interaction with senior staff into on-site policy development and implementation including the allocation of resources within constraints imposed by senior management.

1.5.7 "Nursery Worker" means an employee, other than a Forestry Worker as defined, who is engaged to perform a range of duties most of which are routine and predictable under regular supervision in plant nurseries.

1.5.8 "Points" means the points assigned to an employee who successfully completes units or elements of competence within a qualification, non-accredited course or other accredited training that may lead to the issue of a Statement of Attainment, qualification or other form of recognition. The formula used may evolve over time but has a foundation where the value of points is determined through a consultative process involving the industrial parties typically in an enterprise bargaining or other similar industrial exercise.

The determination process will involve consideration of the complexity and effort required to achieve the competency where one point is equivalent to 10 hours of time nominally assigned from the unit/s or element/s of competence undertaken.

A minimum of 12 points (or 120 hours) of additional training must be completed before an employee can be assessed as having met the progression requirements for Wage Level 4 and an additional 12 points for progression to Wage Level 5 of this classification structure.

The points system is designed to identify and quantify different levels of multi-skilling and knowledge possessed by Specialist Forestry Workers typically employed in Wage Levels 3, 4 and 5.

The parties will develop a competency menu/library which shall be used to record the details of relevant competencies and the points value that has been agreed for that competency. This will require the establishment of a suitable sub-group which shall include appropriate workforce representatives as nominated and agreed to by the industrial parties. The menu/library shall be used as a resource for the purposes of determining the number of points an employee can claim toward a re-classification outcome, based on the competencies required and used.

- 1.5.9 "Recognition of Prior Learning (RPL)" means recognition of competence currently held, regardless of how, when or where the learning occurred. Under National Industry Training Package guidelines RPL is one of the pathways available to prove a person's competence. Competence can be determined through any combination of formal or informal training and education, work experience or general life experience. In order to grant RPL, the assessor must be confident that the candidate is currently competent against the industry or enterprise competency standards specified in the relevant endorsed National Industry Training Package or outcomes specified for accredited courses. This evidence may take a variety of forms and could include certification, references from past employers, testimonials from clients, work samples and/or practical assessment. The assessor must ensure that the evidence is authentic, valid, reliable, current and sufficient.
- 1.5.10 "Registered Training Organisation" means an organisation recognised within the meaning of the *Vocational Education, Training and Employment Act 2000* or its successor that is registered to deliver training and issue qualifications.
- 1.5.11 "Skills based classification structure" means a structure and process that provides opportunities for employees to advance within a career path and be financially rewarded and recognised for the skills and qualifications they possess and are required to use on a regular basis consistent with the employer's business needs.
- 1.5.12 "Specialist Forestry Worker" means an employee other than a Ganger or Overseer, who is competent in performing a range of specialist tasks or functions under limited supervision over and above those normally performed by a Forestry Worker. A Specialist Forestry Worker may typically be required to possess a variety of operator's tickets or licenses or other qualification/s including skills and competencies higher than AQF Level 3 outcome which are relevant to their area of speciality. The employee would typically possess a high degree of technical knowledge and ability and be able to apply this technical knowledge and ability to their particular fields of work and speciality.
- 1.5.13 "Specialty fields" means, without limiting the application of this meaning, a Specialist Forestry Worker who may be engaged on a number of specialist fields such as:
- plant operators using a variety of equipment with more than 1 year's experience;
  - survey and site design;
  - fire management at training level 2 and above;
  - forest mensuration;
  - operating geographical Global Positioning Systems (GPS);
  - any other area of operation or function considered to carry a level of responsibility, skill or knowledge over and above a Specialist Forestry Worker as defined at Wage Level 3 e.g. Plant Instructor, Chainsaw Instructor or Safety Rehabilitation Officer.
- 1.5.14 "Statement of attainment" means a certificate recognising that a person has one or more of the learning outcomes identified for a particular qualification or accredited course.
- 1.5.15 "Supervision" within the classification structure relates to the Ganger and Overseer wage levels and the increasing value or worth the employee is to the employer in terms of the degree of autonomy, decision-making, problem-solving application and responsibility of the employee as an individual or within a Work Team environment.

Four levels of supervision are recognised and are as follows:

Regular Supervision applies to a person who is a new entrant employee or who has limited experience and who:

- works under close direction using established routines, methods and procedures with little scope for deviating from these;
- is not required to provide more than basic judgement and application of basic problem solving skills; and
- usually operates within a Work Team with very limited autonomy.

Employees at this level would normally be remunerated at Wage Level 1.

General Supervision applies to a person who:

- receives general instructions usually covering only the broader technical aspects of the work; and

- may be subject to progress checks, but such checks are usually confined to ensuring that, in broad terms, satisfactory progress is being made; and
- has their assignments and work reviewed on completion;
- although technically competent and well experienced, there may be occasions on which the person will receive more detailed instructions; and
- usually operates within a Work Team but may have specified areas of autonomy to perform a range of allocated activities and functions.

Employees at this level would normally be remunerated at Wage Level 2.

Limited Supervision applies to a person who:

- receives only limited instructions normally confined to a clear statement of objectives;
- has their work measured in terms of the achievement of stated objectives;
- is fully competent and very experienced in a technical sense and requires little guidance in the performance of work;
- operates with autonomy either individually or within a Work Team; and
- leads or supervises a Work Team.

Employees at this level would normally be remunerated at Wage Levels 3 and 4.

Remote Supervision applies to a person who:

- demonstrates understanding of a broad knowledge base incorporating some theoretical concepts;
- develops and applies a number of strategic solutions to a range of unpredictable problems;
- identify, analyse and evaluate information from a variety of sources;
- identify and apply skill and knowledge to a wide variety of contexts with some depth in some areas;
- take responsibility for own outputs in relation to specified human resource standards; and
- provides strategic "hands on" management direction or co-ordination for a number of other Team Leaders usually on site.

Employees at this level would normally be remunerated at Wage Levels 5 and 6.

1.5.16 "Union" means The Australian Workers' Union of Employees, Queensland or the Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees.

1.5.17 "Work Team" means a group of employees who work as a crew, gang or team to plan and execute routine functions and maintenance tasks relevant to their employer's business. Work Teams are generally autonomous of direct managerial supervision and perform their tasks in a way that maximises productivity and multi-skilling.

3. By deleting clause 5.1 and inserting the following in lieu thereof:

### **5.1 Career path progression and classification criteria**

#### *5.1.1 Career path progression*

The objective of clause 5.1 is to establish a generic framework of wages and conditions for new and existing employees based on the recognition of merit, relevant industry skills and experience, responsibility and/or possession of qualifications.

It is acknowledged by the parties that the outcome of the FEA classification review (when finalised) should be regarded as the first phase of a 3 phase process.

It is acknowledged that Phase 2 will be managed through enterprise bargaining where the industrial parties will develop a criteria and process for the implementation of a recognition system to measure and reward genuine multi-skilling and/or employment in specialty fields such that individuals can progress.

Phase 3 is acknowledged as a continual improvement initiative where the industrial parties meet from time to time to evaluate and adjust the structure and the supporting arrangements as required. This may include accommodating recommendations made by the sub-group that manages and maintains the competency menu/library.

Implicit in career path progression is the existence of a suitable vacancy based on the needs of the organisation to which the employee can be appointed or successfully apply for promotion and that progression is based on work performance rather than tenure.

As a matter of principle, the employer is committed to promotion on the basis of merit that is consistent with equal employment opportunity and affirmative action requirements.

Professional development is not compulsory and will be undertaken in either the employee's or employer's time depending on the circumstances. This is to promote a culture of learning in line with the employer's commitment to training that may utilise nationally accredited qualifications. Specific in-house training programmes that are compulsory, e.g. induction, fire management, chainsaw operations, various levels of Ganger and Overseer, would be undertaken in the employer's time.

To progress to a higher classification level, an employee must be able to demonstrate a competent level of work performance for that classification level. Award classification levels may also be supplemented by employer performance management programmes outlined in staff induction manuals, staff handbooks, policy and procedure manuals or other like documents that shall be adhered to at all times:

Provided further that no employee shall be disadvantaged in their average ordinary earnings as the result of the introduction of this classification structure.

#### 5.1.2 *Classification criteria and supporting principles*

##### (a) Classification process

The employer shall determine an employee's classification relevant to a particular Wage Level in the Award through the following process:

- (i) An analysis is to be undertaken to establish the requisite skills and responsibilities for each identified position, which may require a position description to be written for each position. Such an analysis shall be consistent with the occupational analysis and supporting competency registry developed by workers in conjunction with various independent experts and the industrial parties that underpins this classification structure.
- (ii) Each position is classified by reference to the classification criteria in accordance with clause 5.1.6.
- (iii) Employees are notified in writing of their appointment to a position.

##### (b) Classification criteria

Classification criteria as outlined in clause 5.1.6 are guidelines to determine the appropriate classification level under the Award and consist of:

- (i) relativities for each Wage Level;
- (ii) isolated characteristics that should not be used to justify the classification of a position;
- (iii) a transition guide that refers to award classification titles from previous Award classifications;
- (iv) indicative duties that represent where the majority of the employee's duties are located (i.e. it is not mandatory that an employee performs every duty in a Wage Level and where it is acknowledged that some duties are only relevant for certain sectors of the employer's business);

(v) indicative experience and/or qualifications; and

(vi) indicative levels of responsibility.

(c) Guide to classification

The characteristics nominated above are the principal guide of classification to a particular Wage Level as they are designed to indicate the level of basic knowledge, comprehension of issues, procedures required, the level of autonomy, accountability, supervision or training involved with the position.

(d) Characteristics of Wage Levels

The characteristics of a Wage Level must be read as a whole to gain an understanding of the position and the performance requirement. Isolated characteristics should not be used to justify the classification of a position. The key issue to be analysed in properly classifying an employee is the level of initiative, responsibility/accountability, competency and generalist and/or specialist skills that an employee is required to exercise in performing the employee's work within the parameters of the characteristics of the position.

(e) Attributes and skills for Wage Levels not exhaustive

The attributes and skills for each Wage Level are indicative of those required for each Wage Level. They are by no means an exhaustive list of the skills, attributes, duties or tasks included in each position within each Wage Level and employees may be expected to carry out additional duties or tasks as requested, which require skills that are not listed. Additionally individual Position Descriptions may be developed to supplement these broad attributes.

(f) Employees deemed to have skills and/or qualifications

It should be noted that some typical duties/skills will appear at more than one Wage Level. This acknowledges that skill acquisition is based on a building process that commences from simply undertaking and/or performing a task through a range of supervising, co-ordinating and managing activities. Because of this, the classification or re-classification of a position needs to be done by reference to the specific characteristics of the Wage Level. As an example, because an employee may be utilising a set of skills comprehended at a higher Wage Level than that to which the employee has been appointed, the employee assumes the level of qualification, initiative, accountability and competence envisaged by the characteristics of the higher Wage Level irrespective of whether the employee holds formal qualifications specified for that higher Wage Level.

(g) Skills required versus skills possessed

Payment for skills required in a particular position and used on a regular basis and not skills/qualifications possessed is an acknowledgement that some employees are over-qualified for the position in which they will be engaged.

(h) Employees' responsibilities

All employees will be required, in addition to their own tasks, to carry out tasks and responsibilities of employees at lower Wage Levels. All employees are required to observe the relevant legislative requirements as applied to their position, (for example the interpretation of various statutes that may be outlined in the employer's policy and procedure manuals). The ability to provide excellent customer service, where the customer may be external or internal, underpins all Wage Levels.

(i) When duties, tasks and specialist fields are not clearly classified

Where it is established that a particular set of tasks, specialist fields or duties are not clearly classified in this Award, the parties to the Award will meet to discuss the appropriate Wage Level and pay rates. Any dispute arising from this shall be followed in accordance with Part 3 of this Award.

(j) Classifying and recognising particular qualifications

It is recognised that training arrangements, multi-skilling and/or higher duties requirements and new technologies and the way in which work is performed will change over time and that many employees may possess overseas, interstate or other industry-related qualifications. It is agreed that the parties to this Award may require assistance from independent external bodies such as the Department of Education, Training and the

Arts and/or the Queensland Food and Forest Industry Training Advisory Body Inc. and/or Centres of Excellence recognised within the *Vocational Education, Training and Employment Act 2000* or its successor for assistance. Thereafter a simple exchange of letters between the major respondents to the Award shall form the base for classifying and recognising particular qualifications.

(k) Multi-skilling process

Multi-skilling recognises employees working in non-traditional work areas and requires employees to perform duties and use skills that are not a part of their designated "core" trade or skills set. Higher skill levels may be beneficial to business operation and it is acknowledged employees should be remunerated according to the skills they are required to use. The re-classification process provides for wage levels to be determined according to skill levels within specialist fields with higher wages available to employees who are required to have and use the necessary competencies.

Employees who wish to progress through the classification structure may be required to up-skill and or cross-skill to meet the requirements of higher classification levels. Skills may be acquired from a variety of occupational areas. The business needs of the enterprise shall determine the skills required beyond the scope of the existing trade qualifications.

Upon request by the employee, existing skills used by an employee and required by the employer that are not part of the employee's designated trade or skills set, shall be identified, acknowledged, assessed, and counted towards a re-classification.

The parties acknowledge that multi-skilling arrangements and processes may be expanded upon or varied in accordance with the outcome of bargaining that may result in a certified agreement.

(l) Employees seeking translation to a higher level

Employees seeking re-classification to a higher level must provide evidence to satisfy all or most of the principles stated above. Evidence would include assessment outcomes in the form of a qualification or statement of attainment issued by a Registered Training Organisation, RPL determinations or other methods or processes that the employer may develop consistent with human resource strategies.

Movement beyond classification level 2 will be based on recognition of skills-based progression or appointment on merit-based recruitment and selection process consistent with employer human relations strategies and business needs. Should the new and old classification levels and the employee's duties be essentially the same, there will be no requirement to advertise the position.

Any dispute arising from the operation of this clause shall be subject to clause 5.1.4.

Additional independent advice may also be sought from the Queensland Food and Forest ITAB Inc. or the Department of Education, Training and the Arts.

### 5.1.3 *Re-classification*

In seeking upward re-classification, employees will be required to demonstrate that they meet the requirements of the specific skill level in accordance with the criteria outlined in this Award and are required to carry out the duties at that level.

In seeking re-classification an employee shall establish that they are engaged on duties and possess associated competencies outside their normal role and that those competencies are required to be used by the employer. It is acknowledged that some additional competencies may be required to be used on an infrequent basis and that recognition of the use of these competencies shall be managed through a consultative process involving the industrial parties typically in an enterprise bargaining or other similar initiative.

### 5.1.4 *Classification disputes procedure*

It is recognised that from time to time disputes may arise as to the proper classification of a position or job to be filled by an employee. In the event of a dispute as to the proper classification or re-classification of a position or job the dispute settlement procedure contained in Part 3 of the Award shall apply:

Provided that the parties to the dispute may call upon people/organisations with technical/educational expertise (such as the Food and Forest ITAB Inc.) and any other persons they believe would assist in the resolution of the dispute.

In any case, in determining the appropriate classification of a position or job to be filled by an employee, an employer will pay full regard to:

- the nature and skill requirements of the position to be filled;
- the skill level and certification of the employee;
- the experience and qualifications of the employee;
- relevant indicative tasks nominated in this new structure; and/or
- fields of work against which an employee is accredited.

Appropriate procedures will be established for testing the validity of an employee's claim for re-classification.

#### 5.1.5 *Paypoint Increments*

Movement within Wage Levels 1 and 2 is based on meeting the following requirements:

- (a) Except in the case of an employee who is paid the prescribed basic salary on attaining the age of 21 years or in the case of a promotion, or transfer and promotion from one classification level to another, an increase is not to be made to the salary of any employee until:
  - (i) In the case of a full-time employee, the employee has received a salary at a particular classification and paypoint for a period of 12 months.
  - (ii) In the case of a part-time employee:
    - (A) the employee has received a salary at a particular classification and paypoint for a period of at least 12 months; and
    - (B) the employee has worked 1,200 ordinary hours in such classification.
  - (iii) In the case of a casual employee with 12 months' continuous service with the same employer:
    - (A) the employee has received a salary at a particular classification and paypoint for a period of at least 12 months; and
    - (B) the employee has worked 1,200 ordinary hours in such classification.

For the purpose of clause 5.1.5, continuous service for a casual employee ends if the employment is broken by more than 3 months between the end of one employment contract and the start of the next employment contract. Absences from work on public holidays do not break, or contribute to a break, in the continuity of service.

#### 5.1.6 *Classification levels and Award relativities*

Appointment to all levels other than Level 6 are merit-based, with promotion of existing Level 5 staff to Level 6 by way of progression based on satisfying certain criteria with respect to holding exceptional skills and capacity.

##### (a) **Wage Level 1 - Nursery Worker** 87.5% - 90%

###### (i) Transition arrangements

This level incorporates the former FE 1 and FE 2 classification levels.

###### (ii) Indicative skills, knowledge, experience and/or qualifications

Although there is no mandatory qualification requirement for employees the indicative level of skill and knowledge required would be commensurate with FPI20105 Certificate II in Forest Growing and Management.

An employee at this Wage Level would typically be a new entrant to the nursery sector with a very basic understanding and knowledge of policies, procedures statutes, etc.

An employee at this Wage Level will normally not possess any qualifications and would remain at the 87.5% relativity for a period of 3 months' cumulative service before progressing to the 90% relativity.

(iii) Indicative duties

Employees at this level perform a defined range of activities most of which may be routine and predictable including but not limited to the following fields:

- site establishment and maintenance;
- breeding and propagation;
- tree growing and maintenance;
- grading and testing;
- warehouse and distribution;
- machinery and equipment;
- load handling;
- safety & quality processes;
- administration and business;
- occupational health and safety procedures.

(iv) Indicative level of responsibility

Employees at this level would require regular supervision as defined.

Nursery Workers may be appointed to higher classification levels in accordance with operational requirements.

(b) **Wage Level 2** - Forestry Worker - 92.5% - 100%

(i) Transition arrangements

This is a new classification level which combines the former FE 3, 4 and 4A with less than one year's experience classification levels.

(ii) Indicative skills, knowledge, experience and/or qualifications

An employee at this Wage Level would typically be an experienced nursery sector worker or a new entrant to the forestry sector or a plant operator with less than 1 year's experience. All employees (except the inexperienced plant operator) would gain 5 years or more of industry experience within this Wage Level with a basic understanding and knowledge of policies, procedures statutes, etc.

Possession of or skills reflecting an AQF 3 qualification. as required in FPI30105 Certificate III in Forest Growing and Management.

Progression throughout this Wage Level shall be based on the completion of cumulative periods of service as follows:

- |  |       |
|--|-------|
| • 1 <sup>st</sup> year of service                      | 92.5% |
| • 2 <sup>nd</sup> year of service                      | 95%   |
| • 3 <sup>rd</sup> and 4 <sup>th</sup> years of service | 97.5% |
| • 5 <sup>th</sup> year of service*                     | 100%  |

Plant operator with less than one year's experience.

\* Employees (other than plant operators) must provide evidence that their skills are equivalent to an AQF 3 qualification.

Evidence would include assessment outcomes in the form of a qualification or statement of attainment issued by a Registered Training Organisation, RPL determinations or other methods or processes that the employer may develop consistent with human resource strategies.

## (iii) Indicative duties

Duties performed shall be of a broad nature consistent with those of a Forestry Worker as defined. Employees at this level perform a range of varied activities or knowledge application where there are clearly defined parameters.

Employees at this level undertake a variety of activities including but not limited to those fields associated with Wage Level 1 workers plus:

- operating plant and machinery;
- driving trucks;
- fire control;
- communications and relationships;
- planning and analysis.

## (iv) Indicative level of responsibility

Employees at this level would require regular supervision (as defined) typically for the first 2 years' experience and general supervision (as defined) thereafter.

(c) **Wage Level 3** - Ganger, Specialist Forestry Worker, Experienced Plant Operator - 105%

## (i) Transition arrangements

This level incorporates the former FE 4A with more than one year's experience and FE5 classification levels.

## (ii) Indicative skills, knowledge, experience and/or qualifications

An employee at this Wage Level would typically have sound industry experience and knowledge of policies, procedures statutes, etc. required for a:

- Ganger; or
- a Specialist Forestry Worker with less than 12 points; or
- a Plant Operator with more than 12 months' experience.

The significant degree of differences with this Wage Level and Wage Level 4 and above would include:

- the level of supervision;
- the number of specialist fields recognised;
- the number of points achieved relevant to the wage level.
- possession of or skills reflecting an AQF 3 qualification and progression towards an AQF 4 typically as required by FPI40105 Certificate IV in Forest Operations or higher qualification or other similar qualification as amended from time to time relevant to the employer.
- possession of units of competence at AQF 3 or equivalent course of instruction in disciplines such as:
  - supervision; and/or
  - front line management; and/or
  - leadership.

Appointment to this level is in accordance with the Employer's needs as determined by advertising from time to time.

## (iii) Indicative duties

Activities performed shall be of a broad nature consistent with those of a Ganger, Specialist Forestry Worker, Experienced Plant Operator - 105% and shall include but not be limited to:

- Those fields associated with Level 2 Forestry Workers plus
  - harvesting operations;
  - training and assessment.

(iv) Indicative level of responsibility

Employees at this level would require limited supervision as defined.

(d) **Wage Level 4** - Overseer Grade 2, Specialist Forestry Worker (12 points) - 110%

(i) Transition Arrangements

This level incorporates the former FE 6 classification level.

(ii) Indicative skills, knowledge, experience and/or qualifications

An employee at this Wage Level would typically have sound industry experience and knowledge of policies, procedures statutes, etc. required for a:

- Overseer Grade 2; or
- a Specialist Forestry Worker with 12 points but less than 24 points.

The significant degree of differences with this Wage Level and Wage Level 5 and above would include:

- the level of supervision;
- the number of specialist fields recognised;
- the number of points achieved relevant to the Wage Level.
- possession of units of competence at AQF 3 or equivalent course of instruction in disciplines such as:
  - supervision; and/or
  - front line management; and/or
  - leadership.
- possession of or skills reflecting an AQF 3 qualification and progression towards an AQF 4 typically as required by FPI40105 Certificate IV in Forest Operations or higher qualification or other similar qualification as amended from time to time relevant to the employer.

Appointment to this level is in accordance with the Employer's needs as determined by advertising from time to time.

(iii) Indicative duties

Duties performed shall be of a broad nature consistent with those of an Overseer Grade 2 or other Specialist Forestry Worker including those activities required for a Level 3 Specialist Forestry Worker.

(iv) Indicative level of responsibility

Employees at this level would require limited supervision as defined.

(e) **Wage Level 5** - Overseer Grade 1, Specialist Forestry Worker (24 points) - 115%

(i) Transition arrangements

This level incorporates the former FE 7 classification level.

(ii) Indicative skills, knowledge, experience and/or qualifications

An employee at this Wage Level would typically have sound industry experience and knowledge of policies, procedures statutes, etc. required for a:

- Overseer - Grade 1; or
- a Specialist Forestry Worker with more than 24 points.

The significant degree of differences with this Wage Level and Wage Level 6 would be the overall level of responsibility.

Possession of or skills reflecting an AQF 4 qualification relevant to the employer.

Possession of units of competence at AQF 4 or equivalent in a qualification or course of instruction in disciplines such as:

- o supervision; and/or
- o front line management; and/or
- o leadership.

Appointment to this level is in accordance with the Employer's needs as determined by advertising from time to time.

(iii) Indicative duties

Duties performed shall be of a broad nature consistent with those of an Overseer - Grade 1 or other Specialist Forestry Worker as outlined above.

(iv) Indicative level of responsibility

Employees at this level would require remote supervision as defined.

(f) **Wage Level 6** - Principal Overseer -130%

(i) Transition arrangements

This is a new classification level with no previous equivalent in the Award.

Employees who have completed at least 2 years' service as an Overseer Grade 1 may make application to progress to this level by addressing the following criteria:

A. Demonstrated technical expertise in **one or more** areas of a discipline as shown by:

- high level of accuracy and precision in undertaking procedures; **and either**
- examples of modifications to standard procedure and practices and contributions to the development of new techniques and methodologies; **or**
- technical contribution at a local level.

B. Possession of higher technical qualifications **or** developmental experience through attendance at specialist seminars or in-service presentations relevant to the discipline.

C. Evidence of recognition by peers, industry or other client groups as shown by **one or more** of the following (activities used as evidence will vary with the discipline of the applicant):

- original in-service presentations;
- published papers;
- active involvement in conferences and seminars;
- consultancies;
- recognition as a resource person who collects, collates and imparts knowledge in a particular area;
- preparation of significant internal reports.

D. Demonstrated levels of performance and innovation through:

- a history of satisfactory performance; **and**
- demonstrated high levels of efficiency and effectiveness; **and**
- demonstrated high levels of efficiency and initiative.

(ii) Indicative skills, knowledge, experience and/or qualifications

- Possession of a relevant Diploma or equivalent
- Possession of units of competence/modules in a qualification or course of instruction in disciplines such as:
  - o supervision; and/or
  - o front line management; and/or
  - o leadership.

An employee at this Wage Level would typically have very extensive industry experience and a very broad and extensive knowledge of policies, procedures statutes, etc. as defined for a Principal Overseer.

(iii) Indicative duties

Duties performed shall be of a broad nature consistent with those of a Principal Overseer.

(iv) Indicative level of responsibility

Employees at this level would require remote supervision as defined.

4. By deleting clause 5.2 and inserting the following in lieu thereof:

**5.2 Wages**

5.2.1 An employee's award rate of pay in the Southern Division, Eastern District for each Wage Level is set out below and is to be paid for all purposes of the Award.

<b>Forestry Worker</b>	<b>AQF</b>	<b>Relativity</b>	<b>Total minimum rate per week \$</b>
Level 1*			
First 3 months' service		87.5%	568.10
Thereafter		90%	578.50
Level 2**	3		
1 <sup>st</sup> year of service		92.5%	588.90
2 <sup>nd</sup> year of service		95%	599.30
3 <sup>rd</sup> and 4 <sup>th</sup> year of service		97.5%	609.80
5 <sup>th</sup> year of service***		100%	622.20
Level 3	3	105%	643.10
Level 4	3	110%	663.90
Level 5	4	115%	682.80
Level 6	5	130%	747.40

\* All service of existing employees will be recognised for the purpose of translation to paypoint levels in the proposed structure, e.g. a former classification level FE 4 existing employee with 6 years and 4 months service will translate to Wage Level 2 at the 100% rate.

\*\* An increase to paypoint increment for part-time or casual employees shall occur after at least 12 months' service and 1,200 ordinary hours having been performed at that particular paypoint.

\*\*\* Plant operators with less than one year's experience.

- (a) The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2007 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. [Disputed cases are to be referred to the Vice President.] 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, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward 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 Policy, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

- (b) Overaward Payment - "Overaward" payment is defined as the amount which an employee would receive in excess of the minimum Award wage as prescribed in this Award for the classification in which such employee is engaged which applied immediately prior to the date of operation of this amendment.

This definition excludes overtime, penalty rates, expense related allowances, industry allowances, disability allowances, vacation allowances, special rates or allowances, responsibility allowances, or any other ancillary payments of a like nature described by this Award.

- (c) The percentage relativities column relates to percentages applying before the application of the arbitrated safety net adjustment made in accordance with the February 1994 Review of Wage Fixing Principles.

#### 5.2.2 Divisional and district parities

In addition to the rates of wages set out in this Award the following amounts will be paid to employees employed in the following Divisions and Districts:

	Per day
	\$
Northern Division, Eastern District	0.21
Northern Division, Western District	0.65
Mackay Division	0.18
Southern Division, Western District	0.21

Dated 27 May 2008.

By the Commission,  
[L.S.] G.D. SAVILL,  
Industrial Registrar.

Operative Date: 20 August 2007  
Amendment - Wages and Classifications  
Released: 18 June 2008

Department of Employment and Industrial Relations  
Brisbane, 27 June 2008

Her Excellency the Governor, acting by and with the advice of the Executive Council and in pursuance of the provisions of the *Contract Cleaning Industry (Portable Long Service Leave) Act 2005*, has approved the appointment of:

Name of Appointee	Position
Mr Peter Henneken	Chairperson
Ms Robyn Joy Pope	Deputy Chairperson
Mr Richard Gordon Mackenzie	Employer Representative
Ms Nicola Adair	Employer Representative
Ms Jane Marie Cartwright	Worker Representative
Mr Gary John Bullock	Worker Representative

to the Board of the Contract Cleaning Industry (Portable Long Service Leave) Authority for a period of 3 years commencing on 1 July 2008 to and including 30 June 2011.

JOHN MICKEL MP  
Minister for Transport, Trade,  
Employment and Industrial Relations

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