

## **QUEENSLAND FIRE AND EMERGENCY SERVICES – DETERMINATION 2013**

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## **PART 1 - Application and operation**

### **1. Title**

This Determination will be known as the Queensland Fire and Emergency Services - Determination 2013 ('Determination').

### **2. Parties bound**

This Determination is binding upon:

- (a) State of Queensland (Queensland Fire and Emergency Services) (QFES);
- (b) State of Queensland (Public Safety Business Agency) (PSBA);
- (c) those Industrial Unions of Employees bound by the Awards mentioned in clause 7 of this Determination (the unions); and
- (d) employees employed by QFES and PSBA for whom rates of pay, conditions of employment and entitlements are provided for in this Determination.

### **3. Determination coverage**

This Determination applies to the QFES, PSBA, the unions, and all categories of employees employed by QFES or PSBA for whom rates of pay, conditions of employment and entitlements are provided in this Determination.

### **4. Date of operation**

This Determination shall operate from 8 December 2013 in relation to wage rates and relevant allowances, 15 February 2015 in relation to Clause 27 and 1 May 2015 in all other respects, with a nominal expiry date of 1 October 2016.

### **5. Renegotiation**

- (a) The parties will commence negotiations for a certified agreement no later than 1 June 2016.
- (b) The parties will bargain in good faith and use their best endeavours to reach agreement.

### **6. Work role reviews**

- (a) QFES and UFU will review the work and duties performed by Fire Investigators and Hazmat Officers and consider their relative remuneration as compared with other employee classifications.
- (b) QFES and SOU will review the overall remuneration package of senior officers compared with QPS and QAS senior officers and the margin between the remuneration of senior officers and their sub-ordinates.
- (c) Mercer may be requested to provide a report to assist in the reviews.

- (d) The information provided from the reviews will inform the parties for future discussions about remuneration and will not result in any increase to the remuneration provided during the term of this Determination.

## 7. Relationship to Awards

- (a) This Determination shall be read and interpreted in conjunction with the following Awards as amended or replaced from time to time (the Awards):
- (i) *Queensland Fire and Rescue Service Award - State 2012;*
  - (ii) *Queensland Fire and Emergency Service Communications Centres Award - State 2012;*
  - (iii) *Engineering Award - State 2012;*
  - (iv) *Building Trades Public Sector Award - State 2012; and*
  - (v) *Family Leave (Queensland Public Sector) Award - State 2012.*
- (b) In the event of any inconsistency with any provision in an Award listed in clause 7 (a), the terms of this Determination will apply to the extent of the inconsistency.
- (c) The provisions of Part 1, 2, and 3 of the Determination have application to all employees covered by this Determination. Parts 4 to 11, inclusive, are provisions that relate to particular categories of employees.

## 8. Posting of Determination

A copy of this Determination will be displayed in each workplace with convenient access to employees.

## 9. Definitions

**Award** means an Award mentioned in clause 7

**union** means an Industrial Union of Employees bound by an Award mentioned in clause 7

## 10. No extra claims

- (a) This Determination is in full and final settlement of all parties' claims for its duration. It is a term of this Determination that no party will pursue any extra claims relating to wages or conditions of employment, whether dealt with in this Determination or not.
- (b) The following changes may be made to employees' rights and entitlements during the life of this Determination:
- (i) General Rulings and Statements of Policy issued by the Queensland Industrial Relations Commission that provide conditions of employment that are not less favourable than current conditions;

- (ii) Any improvements in conditions of employment that are determined on a whole-of-government basis; and
- (iii) Reclassifications.
- (c) Wage increases arising from state wage case decisions are absorbed into the wage increases provided by this Determination.
- (d) It is a term of this Determination that no person will receive a base rate of pay which is less than the corresponding base rate of pay in the relevant parent Award.

## **PART 2 - Consultation, complaints management and grievance procedures**

### **11. Consultation**

- (a) The employer and the unions will maintain effective consultation and communications. Consultation is the full, meaningful and candid discussion of issues and proposals with the consideration of each party's views, prior to any final decision being implemented.
- (b) Unions will be invited to participate in the formulation and implementation of policies, plans and strategies which are likely to significantly affect the working conditions of members.
- (c) Consultative procedures will encourage individuals or groups to suggest or respond to proposals for policy formulation or implementation without derogating from management's right to make the final decision in these matters.

### **12. Dispute resolution**

- (a) This procedure applies to any disputes in relation to the operation or interpretation of this Determination or any industrial matter. The parties will adopt a co-operative and consultative approach to preventing and settling disputes in a timely fashion and in a matter suited to the particular matters at issue.

Stage 1 - In the first instance, an employee shall inform such employee's immediate supervisor in writing of a situation which is likely to give rise to, or of the existence of, a dispute and they shall attempt to resolve the matter. It is recognised that an employee may wish to exercise the right to consult such employee's union representative during the course of Stage 1.

Stage 2 - If the dispute remains unresolved, the employee or the local union representative on the employee's behalf shall refer the matter to the manager next in line. The manager will consult with the parties. The employee may exercise the right to consult or be represented by such employee's union representative during the course of Stage 2.

Stage 3 - If the dispute is still unresolved, the manager will advise the Commissioner, or his / her nominee and the aggrieved employee may submit the matter in writing to the Commissioner, or his / her nominee if such employee wishes to

pursue the matter further. If desired by either party the matter shall also be notified to the union.

- (b) Any proposals for change relating to matters dealt with in this Determination or any industrial matter will be subject to appropriate consultation.
- (c) If the matter is still unable to be resolved, a party to the dispute may seek the assistance of the Queensland Industrial Relations Commission. The Commission may use its powers to settle the dispute.
- (d) Until the dispute or grievance is determined (and except when a *bona fide* safety issue is involved), work shall continue in accordance with normal operational procedures existing before the emergence of the dispute or grievance. No party bound by the agreement shall be prejudiced as to the final settlement by the continuation of work.
- (e) Reasonable time frames will be applied by all the parties with the objective of the timely prevention and settlement of disputes.

### **13. Issues forums**

- (a) The employer and the unions covered by this Determination will continue to arrange regular "issues forums" and ensure that appropriate representation is convened. Forums will discuss issues specific to particular employee groups or workplaces.
- (b) Where union nominees participate in issues forums the following conditions apply:
  - (i) When nominees are on duty, they will not lose any pay as a result of travelling or attending the meeting; and
  - (ii) When nominees are off duty, they will be paid as if they were working normal hours for the time travelling and attending the meeting.

### **14. Workplace health and safety**

- (a) The employer is committed to providing a workplace free from health and safety risks and will promote a framework for continuous improvement and progressively higher standards in the prevention and management of situations that cause injury or illness in the workplace.
- (b) The employer and the unions will pursue continuous improvement in workplace health and safety standards through the promotion of a healthy and safe working environment. All employees will be assisted in understanding and fulfilling their responsibilities in maintaining a healthy and safe working environment.

### **15. Workplace health and safety committee**

- (a) A workplace health and safety committee (the committee) will be established. The role of the committee includes, but is not limited to:
  - (i) encouraging and maintaining an active interest in workplace health and safety;

- (ii) considering training and education needs to address workplace health and safety issues;
  - (iii) keeping employees up-to-date with new standards, rules and procedures;
  - (iv) reviewing the circumstances surrounding workplace incidents;
  - (v) helping resolve issues about workplace health and safety; and
  - (vi) facilitating discussion about how to address workplace health and safety issues and requirements.
- (b) The committee will consist of union and employer representatives, including relevant officers of the PSBA.
  - (c) In addition, all workplace health and safety representatives (HSRs) and deputy health and safety representatives (DHSRs) are entitled to participate in the work of the committee at a regional level.

#### **16. Workplace health and safety representatives (HSRs) and (DHSRs)**

- (a) The employer will provide reasonable support to HSRs and DHSRs in order to assist them in the execution of their legislative tasks.
- (b) Each command station, within each zone, in each region is entitled to elect at least one HSR and one DHSR. Elected HSRs and DHSRs may also be union delegates.
- (c) HSRs and DHSRs are to be elected to hold office for a maximum of three years.

### **PART 3 - Conditions of employment (general)**

#### **17. Wage increases**

The following minimum wage increases to apply are as follows:

- (a) 2.2% payable from Sunday 8 December 2013;
- (b) 2.2% from Sunday 4 January 2015; and
- (c) 2.2% from Sunday 25 October 2015.

#### **18. Salary sacrifice**

- (a) Salary packaging is available for employees and employees are permitted to sacrifice up to the maximum amount of salary to superannuation as is permitted by Commonwealth Superannuation Guarantee Legislation.
- (b) The following principles apply for employees that avail themselves of salary packaging:



- (i) As part of the salary package arrangements, the costs for administering the package, including fringe benefits tax, are met by the participating employee;
- (ii) There will be no additional increase in superannuation costs or to fringe benefit payments made by the employer;
- (iii) Increases or variations in taxation are to be passed to employees as part of their salary package;
- (iv) Employees must provide to the employer evidence of independent financial advice prior to taking up a salary package;
- (v) There will be no significant additional administrative workload or other ongoing costs to the employer;
- (vi) Any additional administrative and fringe benefit tax costs are to be met by the employee;
- (vii) Any increases or variations to taxation, excluding payroll tax, that result in additional costs are to be passed on to the employee as part of the salary package; and
- (viii) The employee's salary for superannuation purposes and severance and termination payments will be the gross salary which the employee would receive if not taking part in flexible remuneration packaging/salary sacrifice.

## **PART 4 - Fire fighters and station officers**

### **19. Hours of work and rosters**

- (a) The 10/14 roster will remain in place as the recognised shift roster for continuous shift workers.
- (b) This roster is worked over an eight week period based on two shifts of 10 hours on day shift and 2 shifts of 14 hours on night shift.
- (c) This roster necessitates the working of an average of 42 hours per week. Two (2) hours of the average of 42 is credited towards additional leave for the firefighter to be taken at a time convenient for the employer.
- (d) For employees other than continuous shift workers, the pattern of working hours shall be determined by the employer after consultation with the affected employee or employees and, where requested by the employee(s), their union representative.

### **20. Reserve rosters**

- (a) The existing roster arrangements will be maintained and may be supplemented with additional reserve rosters on an area, zone or work location basis, as required.
- (b) Reserve rosters will comprise reserve shifts after compilation of the main rosters.
- (c) Reserve shifts may be deployed to the main roster to meet operational requirements as

determined by QFES.

- (d) The reserve roster will be mainly comprised of permanent full-time and permanent part-time employees. Qualified casual employees may supplement the utilisation of permanent full-time and permanent part-time employees on the reserve roster.
- (e) In establishing a "reserve roster", first consideration should be given to the placement of staff who volunteer to be part of the reserve roster.
- (f) Unless otherwise requested by an employee and approved, staff are not to be allocated to a reserve roster on a long term basis. As vacancies arise in stations within the region or area, first preference for the filling of a vacancy should be given to staff on the reserve roster after considering any compassionate transfer requests. Permanent full-time firefighters will not be transferred to the reserve roster without their consent.
- (g) Graduates from the 16 week recruit course who are progressing to first class firefighter can exit from completion of the recruit course and spend a period of up to 16 weeks on the reserve roster as part of their structured training and development, rotating or relieving at different stations prior to being appointed to an employment location.

## **21. Reserve roster variations**

- (a) A roster variation occurs when QFES directs, or permits, an employee to work a different shift to that which the employee has been rostered to work, but does not include a change in the work location of the shift.
- (b) QFES will give an employee on the reserve roster a minimum of 72 hours' notice of a roster variation. The notice period may be waived by agreement between QFES and the employee provided that no standing waivers will be approved.
- (c) An employee on the reserve roster may request a roster variation. If QFES consents, the employee must work a replacement shift as directed, for no additional pay. A minimum of 72 hours' notice must be provided to the employee, unless the employee agrees otherwise.
- (d) No overtime will be incurred for employee initiated roster variations.
- (e) An employee who owes a shift is not eligible to accept an overtime shift until the replacement shift has been worked.
- (f) An employee who ceases employment prior to working any replacement shifts shall have the equivalent amount of wages deducted from any wages or other entitlements payable upon termination.

## **22. Employee initiated shift swaps**

- (a) A shift swap occurs when an employee agrees to swap shifts with another employee.
- (b) Employees should, wherever practicable, give QFES a minimum of 72 hours' notice of a proposed shift swap. The notice period may be waived by agreement between the employees and QFES.

- (c) An employee may request a shift swap with QFES. If QFES consents, the employee will owe QFES the shift that has been swapped. This shift must be repaid by the employee on a shift for shift basis (day for day, night for night) at a time to be determined by QFES.
- (d) All shift swaps must be approved by QFES.
- (e) An employee who owes QFES a shift is not eligible to accept an overtime shift until the replacement shift has been worked.

### **23. Time off in lieu of overtime (TOIL) - shift overruns**

- (a) Time off in lieu of overtime (TOIL) shall apply to time worked in excess of rostered shifts at the employee's election.
- (b) TOIL accrues at the relevant overtime rates and must be taken within 8 weeks of its accrual or within a roster cycle.
- (c) TOIL is calculated in 15 minute intervals and cannot be accrued beyond the limit of fourteen (14) hours.
- (d) Prior authorisation must be given by the manager of the relevant work unit for the accrual or taking of TOIL. TOIL must be taken at times to suit operational requirements allowing management control over staffing levels, and without incurring overtime.
- (e) Untaken TOIL will be paid out.

### **24. Part-time employment**

- (a) Firefighters at the rank of first class firefighter or above may be engaged on a part-time basis.
- (b) A part-time employee may be engaged with ordinary hours of less than 38 hours per week with a minimum of 24 hours per fortnight averaged over a roster cycle. Part-time employees must meet and maintain relevant recruitment, entry qualifications and skills requirements pertaining to the classification prescribed by the Award in which they are engaged.
- (c) The following conditions shall be applicable to approved part-time work:
  - (i) The work cycle of a part-time employee shall be determined by QFES.
  - (ii) The spread of ordinary hours for a part-time employee shall be the same as those prescribed for a full-time employee.
  - (iii) Part-time employees must be appointed to a guaranteed minimum number of hours to be worked over each roster cycle.
  - (iv) Part-time employees will be paid for those minimum hours per fortnight with any overrun of hours on a shift, or roster cycle (i.e. 304 hours) to be paid overtime.

- (v) The agreed number of ordinary hours per work cycle or the agreed pattern of work may be amended by mutual agreement, providing no standing waivers will be approved. Any agreed alteration to the minimum number of ordinary hours worked or the pattern of work will be recorded in writing.
- (vi) A part-time employee may, by mutual agreement, work additional base hours at the ordinary hourly rate provided that the average hours for a part-time employee are less than a full-time employee over the roster cycle.
- (vii) The additional hours so worked shall be taken into account in the *pro rata* calculation of all entitlements.
- (viii) Part-time employees shall be eligible for payment of overtime in circumstances where a full-time employee is eligible for such overtime.
- (d) Where a part-time employee is directed to perform work outside of their employment location they will be paid motor vehicle/mileage allowance for excess travel in accordance with the amounts identified in the relevant government Directive that relates to work related travel.
- (e) Where a part-time employee is required to transport QFES equipment, such as PPE, they will be paid motor vehicle/mileage allowance for excess travel in accordance with the amounts identified in the relevant government Directive that relates to work related travel.

## **25. Casual employment**

- (a) Firefighters at the rank of first class firefighter or above, may be engaged on a casual basis.
- (b) A "casual" employee is an employee engaged as such. Casual employees must meet and maintain relevant recruitment, entry qualifications and skills requirements pertaining to the classification in which they are engaged as prescribed in the relevant Award.
- (c) Casual engagements may be used to meet short-term, temporary or intermittent needs.
- (d) Casual employees will be paid an hourly basis plus 23% loading. The hourly rate is based on the following formula: (base rate + weekend shift allowance + night shift allowance) x 1.23 / 76.
- (e) Each engagement stands alone and a casual employee is paid a minimum engagement of 2 hours per day and works a maximum of 14 ordinary hours a day and a maximum of 76 ordinary hours per fortnight.
- (f) A casual employee who works more than 76 hours in the pay period or is directed to work more than 10 hours on a day shift or 14 hours on a night shift is to be paid overtime.
- (g) The base rate for calculating overtime will not include the weekend and shift allowances but will include the 23% casual loading.
- (h) Overtime worked on a public holiday will be paid at double the overtime rate for all hours with no shift penalties or casual loading.

- (i) A casual employee who works ordinary hours on a public holiday will be paid the public holiday penalty (i.e. base x 2.5) for all actual hours worked.
- (j) Casual employees are not entitled to be paid any of the following allowances:
  - (i) On-call allowance;
  - (ii) Divisional or locality allowances.
- (k) Where a casual employee is directed to perform work outside of their employment location they will be paid motor vehicle/mileage allowance for excess travel in accordance with the amounts identified in the relevant government Directive that relates to work related travel.
- (l) Where a casual employee is required to transport QFES equipment, such as PPE, they will be paid motor vehicle/mileage allowance for excess travel in accordance with the amounts identified in the relevant government Directive that relates to work related travel.

## **26. Special flexibility allowance**

- (a) A special flexibility allowance will be paid to non-shift work station officers working in the following functional roles:
  - (i) Safety Assessment Officers;
  - (ii) Community Liaison Officers;
  - (iii) BA/Safety Equipment Officers;
  - (iv) Workplace Health and Safety Officers;
  - (v) Training/Support Officers;
  - (vi) Data Support Officers;
  - (vii) Roster Officers;
  - (viii) Building Approval Officers;
  - (ix) Planning Officers;
  - (x) Equipment Officers;
  - (xi) Regional Development Officers;
  - (xii) Fire Investigations Officers working in the Fire Investigation Unit at Kedron; and
  - (xiii) Other positions as determined by the Commissioner from time to time.
- (b) This allowance will be paid at the rate of 2.5%, calculated on the base rate of pay, for normal hours worked.

- (c) This rate will buy out the first two (2) hours of overtime penalties in any one pay period.
- (d) Where the amount of overtime worked is greater than two hours, payment of the third hour will be at the rate of time and a half and the fourth and subsequent hours worked will be paid for at the rate of double time.
- (e) Officers in receipt of the 2.5% special flexibility allowance who are directed to work overtime in a position other than their usual position (to which the special flexibility allowance accrues), will be paid the appropriate overtime rate for all time worked.
- (f) This allowance will also apply to employees at BA/Hazmat Brisbane working 24 hour shift work. The special flexibility allowance will compensate these employees for on-call arrangements. Provided that the provisions of clauses 26(c) and 26(d) do not apply to the payment of the allowance for these employees.
- (g) When recalled to work overtime shifts that form part of a continuous shift roster, day workers will receive overtime penalties. These penalties will be paid at the overtime rate applicable to continuous shift workers.

## 27. Rescue technician stream

- (a) A new stream of "rescue technician" will be introduced from 15<sup>th</sup> February 2015 to recognise the additional skills and qualifications held by firefighters and station officers trained in advanced rescue competencies.
- (b) The rescue technician stream will be available to firefighters and station officers who possess and maintain the required skills, qualifications and physical assessment requirements.
- (c) Officers wishing to be considered for a position within the rescue technician stream will be required to participate in the recruitment and selection process provided for in Queensland Fire and Emergency Service Standing Order - Rescue Technicians Terms and Conditions of Engagement.
- (d) There will be a limit to the number of rescue technicians across QFES engaged within the rescue technician stream at any one time. Numbers will be allocated according to the needs of QFES and as determined by the Commissioner, or delegated authority.
- (e) There will be four levels within the stream as follows:
  - (i) **Instructor** - qualified with attainment of Level II Confined, Level II Trench, Level II Vertical, Level II Swiftwater, Category II USAR and are appointed Senior Instructor / Regional Coordinator / Officer at Cannon Hill Special Operations Facility (50 Station).
  - (ii) **Leading** - qualified with attainment of Level II Confined, Level II Trench, Level II Vertical, Level II Swiftwater and Category II USAR.
  - (iii) **Senior** - qualified with attainment of Level II Confined, Level II Trench, Level II Vertical and Level II Swiftwater.
  - (iv) **Operator** - qualified with attainment of Swiftwater Operator Level.

- (f) Officers engaged in the rescue technician stream will be required, if offered, to attain and maintain additional skills as provided for in the table below:

Instructor	Motorised Swiftwater Craft, HC Truck, DG Shippers, Forklift, Tactical Cutting, Limited Electrical, Limited Dogman, Chainsaw Operator, Remote Area Operation, Small Engine/Tool Service, Taskforce Logs, IT Comms, Large Animal Rescue, Heli Winch and Marine TR Ops
Leading	Motorised Swiftwater Craft, HC Truck, DG Shippers, Forklift, Tactical Cutting, Limited Electrical, Limited Dogman, Chainsaw Operator, Remote Area Operations, Small Engine/Tool Service, Taskforce Logs, IT Comms, Large Animal Rescue, Heli Winch and Marine TR Ops
Senior	HC Truck, Remote Area Ops, Forklift, Marine TR Ops, Motorised Swiftwater Craft, Large Animal Rescue and Heli Winch
Operator	Motorised Swiftwater Craft, Heli Winch Ops, Remote Area Ops

- (g) This is not an exhaustive list and is subject to change in accordance with sub-clause 27(1).
- (h) The formula for the calculation of additional remuneration for the creation of the rescue technician stream is the difference between the total rate for a Firefighter Building Approval Officer Level 1 and the total rate for a leading firefighter.
- (i) The remuneration is calculated on a percentage of the formula at a rate of:
- (i) 100% for Instructor
  - (ii) 80% for Leading
  - (iii) 60% for Senior
  - (iv) 30% for Operator
- (j) Additional remuneration provided to rescue technicians will increase their total rate of pay but will not serve to provide an increase in their base rate of pay or create a subsequent flow on effect to other allowances and entitlements.
- (k) Additional remuneration provided to rescue technicians in accordance with the four levels within the rescue technician stream will be considered ordinary time earnings (OTE) for superannuation purposes.
- (l) The additional remuneration provided will cover the natural evolution and or progression of all technical rescue disciplines - whether through the introduction of new technology, equipment or techniques which may be developed in the future - not considered to be new skills by QFES. Consultation will be undertaken with the relevant parties where there are identified areas of concern.
- (m) Suspension of payment for rescue technician qualifications will occur in the following circumstances:

- (i) During a voluntary period of absence from the organisation where the employee is removed from operational duty, e.g. firefighter exchange program, until such time the rescue technician resumes duty.
- (i) Failure to meet the training and skills maintenance requirements.
- (ii) Breach of any of the conditions and/or requirements as set out in the Standing Order Rescue Technician Terms and Conditions of Engagement.
- (n) Cessation of payment for rescue technician qualifications will occur in the following circumstances:
  - (i) Rescue Technician is deemed unable or no longer able to meet the training and skills maintenance requirements.
  - (ii) Continued breach or failure to rectify a breach of the conditions and/or requirements as set out in the Standing Order Rescue Technician Terms and Conditions of Engagement.

## **28. Progression through pay points whilst on higher duties**

- (a) Higher duties pay point progression - Where an employee is relieving in a higher position or a series of consecutive higher positions for over twelve (12) months, performance objectives should be set at the relieving level.
- (b) Subject to satisfactory performance and upon completion of any necessary qualifications and training requirements, the employee should move through the increment levels within the higher classification until the relieving ceases and the employee reverts to their substantive level.
- (c) Maintaining pay point for subsequent periods of higher duties - Where an employee has moved to the next paypoint as a result of extended higher duties such paypoint will continue to apply for subsequent higher duties for a period of twelve (12) months after the extended period of higher duties.
- (d) Payment of annual leave at higher duties rates - An employee who performs higher duties for a period of six (6) months or more immediately preceding a period of annual leave shall continue to be paid the higher duties rate for the period of annual leave.
- (e) Where a continuous period of higher duties of 6 months or more is interrupted by a period of annual leave that annual leave will be paid at the higher duties rate.

## **29. Functional day workers overtime**

- (a) Functional day workers are paid overtime at the rate of time and a half for the first three hours and double thereafter worked out on a daily basis. Overtime worked on a Sunday is to be paid at double time.
- (b) Functional day workers who undertake an overtime shift that forms part of the continuous shift roster will be paid the relevant continuous shift worker overtime rate of double time.



### **30. Commercial activities**

- (a) QFES undertakes a number of commercial activities which include (but are not limited to):
  - (i) Training external clients;
  - (ii) Development and updating of external training and assessment material;
  - (iii) Site inspections and production of Emergency Procedures Manuals;
  - (iv) Site inspections and production of Evacuation Plans;
  - (v) Non regulatory building audits;
  - (vi) Non-emergency industry support;
  - (vii) Guest speakers;
  - (viii) Paid consultancies.
- (b) Employees participate in commercial activities on a voluntary basis outside their normal rostered hours.
- (c) Employees undertaking commercial activities are to ensure they hold the appropriate qualifications to undertake the assigned commercial activity.
- (d) Employees who undertake commercial activities are required to have a minimum of eight hours break from normal rostered operational duties before undertaking commercial activities.
- (e) Employees who undertake commercial activities on a gazetted show holiday in the district the commercial activity is being delivered in are to receive the hourly rate plus 50% for each hour worked.
- (f) Travel time is not paid when undertaking commercial activities unless the travel in total exceeds two hours, in which case reasonable travel time shall be paid.
- (g) If directed to use their own motor vehicle to undertake commercial activities, excess mileage shall be paid in accordance with the recognised travel allowances.
- (h) The hourly rate of remuneration is 1.5 times the base rate for Leading Firefighters.

### **31. Aerial appliance allowance**

- (a) The following allowances will be paid to appropriately certified QFES officers (excluding Station Officers) while they are stationed at stations with these appliances.

Certified for telescopic aerial pumpers and aerial appliances:

- (i) Appliances less than 25 metres - \$7.25 per week

- (ii) Appliances 25 metres and above - \$36.70 per week
- (b) Where an officer is relocated to a station where these competencies are not required, the allowance will continue to be paid until the date of recertification. During this period the QFES may recall the officer as required.

### **32. State wage case decisions - application to allowances**

Telescopic aerial pumper, aerial appliance and other allowances relating to how work is performed will be adjusted in accordance with state wage case decisions or general rulings handed down by the Queensland Industrial Relations Commission. Adjustments will take effect on the operative date of such decisions.

### **33. Deployment conditions for firefighters and station officers**

- (a) Deployment is when officers are sent to locations to assist with critical incidents that may be of natural or man-made cause. These deployments may occur within a region, intrastate, interstate or internationally.
- (b) The declaration of a deployment will be made by the Commissioner, Deputy Commissioner or State Fire Commander at the request of the relevant Assistant Commissioner.
- (c) Examples of incidents include (but are not limited to):
  - (i) 24/7 operations beyond regional capacity;
  - (ii) Natural disasters such as floods, cyclone, earthquakes;
  - (iii) State emergencies;
  - (iv) Taskforces;
  - (v) Major wildfire incidents;
  - (vi) State incident management team responsibilities; and
  - (vii) Major events requiring QFES support.
- (d) Transfers between stations to cover leave blocks or other situations requiring staff to be transferred to fulfil staffing requirements would not constitute deployment under these provisions.
- (e) When an officer is deployed to an intrastate, interstate or international incident the following provisions shall apply to the exclusion of any other provision contained in this Determination or the Award.
- (f) The deployment tour of duty generally ranges from five (5) to seven (7) days duration, including:

- (i) Deployment (1 day);
  - (ii) Shifts in field plus rest and recline (3 to 5 days); and
  - (iii) Demobilisation (1 day)
- (g) Time spent travelling will be paid at single time up to a maximum of 14 hours a day.
- (h) Conditions for officers on roster:
- (i) Hours worked during normal rostered days are paid at single time;
  - (ii) Hours worked outside normal starting and ceasing times are paid at overtime rates.
- (i) Officers recalled from annual leave shall be paid at overtime rates.
- (j) Day work officers who are deployed and placed on a shift roster will be paid overtime at the shift rates (i.e. double time).
- (k) All officers on intrastate deployment must have a minimum of 10 hours break between shifts. Officers on interstate deployment must be given a minimum break of 8 hours between shifts, however every attempt will be made to provide a break of 10 hours.
- (l) On-call allowance
- (i) Where an employee on deployment is instructed to be available on-call outside ordinary or rostered working hours, such employee shall be paid, in addition to their ordinary salary, an allowance based upon the employee's hourly rate or the hourly rate of the Station Officer Level 1, whichever is the higher, and in accordance with the following scale:
    - (A) Where the employee is on-call throughout the whole of a rostered day off or public holiday - 95% of one hour's pay in respect of such instances;
    - (B) Where an employee is on-call during the night only of a rostered day off or public holiday - 60% of one hour's pay per night; and
    - (C) Where an employee is on-call on any other night - 47.5% of one hour's pay per night.

For the purposes of clause 32(1)(i), a "night" shall be deemed to consist of those hours falling between 1700 and 0800 or mainly between such hours.
  - (ii) Any overtime payable shall be in addition to the on-call allowance.
- (m) All meals, travel and accommodation will be supplied by QFES or, if such arrangements are not supplied, officers can claim expenses as per the relevant Directive.
- (n) Officers can claim an overnight incidental expense for each night of the deployment pursuant to the relevant Directive.
- (o) Officers deployed in accordance with the provisions of clause 33 shall be allowed 24

hours clear of duty upon returning home provided that they returned home immediately after the conclusion of the deployment.

#### **34. Night shift allowance**

The 15% night shift allowance will be paid in accordance with the formula:

- (a)  $16.33 \text{ hours (average night shift per week)} \times 15\% = 2.45 \text{ hours.}$
- (b)  $2.45 \text{ hours} / 38 = 6.45\% \text{ of base rate.}$

#### **35. Weekend shift allowance**

The weekend shift allowance will be paid in accordance with the following formula:

- (a) Average hours worked on weekends is 9 hours.
- (b) Based on an average of 42 hours per week, the proportion is:
  - (i)  $9 \times 40 / 42 = 8.5714 \text{ hours.}$
  - (ii) Percentage of week =  $8.5714 / 40 = 21.43\% \text{ of base rate.}$

#### **36. 38 Hour week allowance**

- (a) The 38 hour week was introduced by way of the payment of an allowance known as the 38 hour week allowance. The 38 hour week allowance is paid in lieu of reducing ordinary working hours from 40 to 38 under the Award. The allowance is paid fortnightly and is calculated as follows.
- (b) The employee's fortnightly rate of pay<sup>\*</sup>/76 x 4 = 38 hour week allowance
 

<sup>\*</sup>Where the fortnightly rate of pay is equivalent to the base rate, weekend penalty and night shift penalty.
- (c) The 38 hour week allowance is payable on all forms of leave.

### **PART 5 - Building approval officers**

#### **37. Loading**

Building approval officers are paid a loading of 20%. This loading recognises building approval officers being available to be rostered on-call for an average of one week in four, as specified in clause 38, for duties commensurate with the skills possessed. Building approval officers will also retain the 2.5% special flexibility allowance currently paid to that functional role.

#### **38. On-call arrangements and non-standard hours of work**

- (a) Building approval officers will be required to provide out of hours response through an

on-call roster. Building approval officers will be required to be on-call for an annual average of one week in every four weeks (thirteen weeks per year). The implementation of on-call arrangements for building approval officers will be determined on a region by region basis by the Deputy Commissioner after consultation with the affected employee or employees and, where requested by the employee(s), their union representative.

- (b) Building approval officers required to be on-call for more than the averaged one week in every four weeks will be paid an on-call allowance.

### **39. On-call over the Christmas/New Year period**

Those building approval officers required to be on-call over the Christmas/New Year period, as provided for in the circular issued by the Department of Justice and Attorney General, will not be debited annual leave for this period.

### **40. Time off in lieu of overtime**

- (a) Building approval officers and their managers will ensure that Building approval officers have access to their time off in lieu (TOIL) of overtime balance within twelve (12) months of accruing such TOIL.
- (b) Building approval officers who are unable to access their TOIL balance through no fault of their own within twelve (12) months of accruing the TOIL will retain the balance until such time as the TOIL is taken.

## **PART 6 - Senior Officers**

### **41. Hours of duty**

- (a) Standard hours of work will consist of 38 hours per week. Both senior officers and their managers are to maintain a "position" focus rather than an "hours" focus. The effective management of working hours and responsibilities will be planned in consultation with the employee's manager. Planned hours are in recognition that most positions need flexibility with starting and ceasing times to satisfy work responsibilities - for example, positions that require flexible arrangements for contact with auxiliary firefighters.
- (b) Where an officer is directed to work outside of their planned hours for a particular task the officer will be entitled to accrue time off in lieu in accordance with clause 44, except deployments.

### **42. Programmed day off (PDO)**

- (a) Senior officers (rank of inspector, superintendent and chief superintendent) who are currently working a 38-hour week may be able to work a 40-hour week and accrue two hours per week towards a programmed day off (PDO) to be taken once every 28 calendar days. No other QFES employees are entitled to accrue PDOs.
- (b) Where a senior officer has not accessed a PDO in a month, it may be rolled over to the next month.
- (c) A maximum of five PDOs can be accrued at any one time.

- (d) The accrued PDOs are to be taken at an agreed time and on approval of their manager.
- (e) Where five PDOs are to be taken consecutively, or in conjunction with other leave, no replacement costs are to be incurred.
- (f) There will be no cash equivalent paid in lieu of PDOs.

#### **43. On-call arrangements and non-standard hours of work**

- (a) Senior officers will be required to provide out of hours response through an on-call roster. Senior officers will be required to be on-call for an annual maximum of one week in every four weeks (thirteen weeks per year). The roster and management of on-call arrangements will occur in consultation with the employee's manager.
- (b) All out of hours responses undertaken during the on-call weeks are remunerated as part of the annual package. Employees are entitled to TOIL in accordance with clause 44 for any hours actually worked whilst called out when on-call.
- (c) Inspectors required to be on-call for more than the averaged one week in every four weeks will be paid an on-call allowance.
- (d) Those senior officers required to be on-call over the Christmas/New Year period, as provided for in the circular issued by the Department of Justice and Attorney General, will not be debited annual leave for this period.
- (e) Senior officers required to be on-call over the Easter holiday period will be entitled to two days TOIL in accordance with clause 44.

#### **44. Time off in lieu of overtime**

- (a) Senior officers who do not access their TOIL balances within twelve (12) months of accruing their TOIL, through no fault of their own, will retain such balance until such time as the TOIL is taken.
- (b) Employees at the inspector rank who have not accessed their TOIL may have TOIL balances paid out at a single time at the end of each 12 month period. This will need to be done on or no later than 30 June, for the current financial year (accruals will only commence from 11 December 2012).
- (c) Applications to have TOIL paid out (rank of inspector only) are to be made, with details of the TOIL accrued, through the chain of command to the Assistant Commissioner.

#### **45. Additional leave for duty manager officers working the continuous shift roster**

Duty manager officers are to accrue and access leave as per the rotating leave roster whilst they are in a duty manager officer position. This is in recognition that these officers are working the 10/14 continuous shift roster.

**46. Recredit of annual leave and long service leave if ill**

Sick leave may be granted in lieu of annual leave or long service leave already approved where:

- (a) An employee becomes ill prior to the commencement of the annual leave or long service leave and submits an application in writing supported by a medical certificate to the Commissioner, QFES before commencing the leave; or
- (b) An employee becomes ill after commencing the annual leave or long service leave and submits an application in writing supported by a medical certificate to the Commissioner, QFES; and
  - (i) in the case of annual leave, the period of illness is in excess of three (3) working days;
  - (ii) in the case of long service leave, the period of illness is at least one (1) week.

**PART 7 - Communications****47. Hours of work and rosters**

- (a) The 10/14 roster will remain in place as the recognised shift roster for continuous shift workers.
- (b) This roster is worked over an eight-week period based on two shifts of 10 hours on day shift and two shifts of 14 hours on night shift.
- (c) This roster necessitates the working of an average of 42 hours per week. Two (2) hours of the average of 42 hours is credited towards additional leave or days off for the communications officer to be taken at a time convenient for the employer.
- (d) Therefore, communications officers and communications supervisors working continuous shift work receive an additional 112.3572 hours per year to be accumulated as part of their annual leave entitlements. The 112.3572 hours will be the additional two hours worked on average each week over the 40 hours, which equates to 104.3572 hours, and 8 hours in lieu of penalties for the Queen's Birthday public holiday.
- (e) Communications officers and communications supervisors will no longer accrue Z shifts as these are now compensated within the additional 112.3572 hours.
- (f) Communications officers and communications supervisors will continue to be able to access annual leave and single days off as required, subject to operational convenience.
- (g) When communications officers and communications supervisors take annual leave and single days off, the hours deducted will be based on their projected roster, for example, if a communications officer needs to take a single day shift off 10 hours is deducted from their leave balance.
- (h) For employees other than continuous shift workers, the pattern of working hours shall be determined by the employer having due regard to the work requirements and after

consultation with the affected employee or employees and, where requested by the employee(s), their union representative.

#### **48. Night shift allowance**

The 15% night shift allowance will be paid in accordance with the formula:

- (a) 16.33 hours (average night shift per week) x 15% = 2.45 hours.
- (b) 2.45 hours / 38 = 6.45% of base rate.

#### **49. Weekend shift allowance**

The weekend shift allowance will be paid in accordance with the following formula:

- (a) Average hours worked on weekends is 9 hours.
- (b) Based on an average of 42 hours per week, the proportion is:
- (c)  $9 \times 40 / 42 = 8.5714$  hours.
- (d) Percentage of week =  $8.5714/40 = 21.43\%$  of base rate.

#### **50. 38 Hour week allowance**

- (a) The 38 hour week was introduced by way of the payment of an allowance known as the 38 week allowance. The 38 hour week allowance is paid in lieu of reducing ordinary working hours from 40 to 38. The allowance is paid fortnightly and is calculated as follows:

The employee's fortnightly rate of pay<sup>\*</sup>/76 x 4 = 38 hour week allowance.

<sup>\*</sup>Where the fortnightly rate of pay is equivalent to the base rate, weekend penalty and night shift penalty.

- (b) The 38 hour week allowance is payable on all forms of leave.

#### **51. Deployment conditions for communications officers and communications supervisors**

- (a) Deployment is when officers are sent to locations to assist with critical incidents that may be of natural or man-made cause. These deployments may occur within a region, intrastate, interstate or internationally.
- (b) The declaration of a deployment will be made by the Commissioner, Deputy Commissioner or State Fire Commander at the request of the relevant Assistant Commissioner.
- (c) Examples of incidents include (but are not limited to):
  - (i) 24/7 operations beyond regional capacity;



- (ii) Natural disasters such as floods, cyclone, earthquakes;
  - (iii) State emergencies;
  - (iv) Taskforces;
  - (v) Major wildfire incidents;
  - (vi) State incident management team responsibilities; and
  - (vii) Major events requiring QFES support.
- (d) Transfers between stations to cover leave blocks or other situations requiring staff to be transferred to fulfil staffing requirements would not constitute deployment under these provisions.
- (e) When an officer is deployed to an intrastate, interstate or international incident the following provisions shall apply to the exclusion of any other provision contained in this Determination or the Award.
- (f) The deployment tour of duty generally ranges from five (5) to seven (7) days duration, including:
- (i) Deployment (1 day);
  - (ii) Shifts in field plus rest and recline (3 to 5 days); and
  - (iii) Demobilisation (1 day).
- (g) Time spent travelling will be paid at single time up to a maximum of 14 hours a day.
- (h) Conditions for officers on roster:
- (i) hours worked during normal rostered days are paid at single time;
  - (ii) hours worked outside normal starting and ceasing times are paid at overtime rates.
- (i) Day work officers who are deployed and placed on a shift roster will be paid overtime at the shift rates (i.e. double time).
- (j) All officers on intrastate deployment must have a minimum of 10 hours break between shifts. Officers on interstate deployment must be given a minimum break of 8 hours between shifts, however every attempt will be made to provide a break of 10 hours.
- (k) On-call allowance
- (i) Where an employee is instructed to be available on-call outside ordinary or rostered working hours, such employee shall be paid, in addition to their ordinary salary, an allowance based upon the employee's hourly rate or the hourly rate of the Communication Supervisor Level 1, whichever is the higher, and in accordance with the following scale:

- (A) Where the employee is on-call throughout the whole of a rostered day off or public holiday - 95% of one hour's pay in respect of such instances;
- (B) Where an employee is on-call during the night only of a rostered day off or public holiday - 60% of one hour's pay per night; and
- (C) Where an employee is on-call on any other night - 47.5% of one hour's pay per night.

For the purposes of clause 51(k)(i), a "night" shall be deemed to consist of those hours falling between 1700 and 0800 or mainly between such hours.

- (ii) Any overtime payable shall be in addition to the on-call allowance.
- (l) All meals, travel and accommodation will be supplied by QFES or, if such arrangements are not supplied, officers can claim expenses as per the relevant Directive.
- (m) Officers can claim an overnight incidental expense for each night of the deployment. Refer to the relevant Directive.
- (n) Officers deployed in accordance with the provisions of clause 51 shall be allowed 24 hours clear of duty upon returning home provided that they returned home immediately after the conclusion of the deployment.

## **52. Meal breaks and meal allowances for communication centre employees**

- (a) Communications employees covered by this Determination shall be entitled to a meal break of not less than 30 minutes during each shift/day for the purposes of consuming a meal. Such break is to be completed during the shift, however, where practicable, such break should be taken between the third and sixth hour of work.
- (b) This meal break shall be taken at such time as will not interfere with the continuity of work.
- (c) Where an employee is unable to take, or is recalled to duty before the completion of, the meal break they shall be paid a meal allowance of \$12.10. Such allowance is to be adjusted from time to time in accordance with general rulings of the Queensland Industrial Relations Commission.
- (d) Employees recalled to duty shall be allowed to complete the meal break once the interruption is over.

## **53. Paypoint progression for communications officers**

- (a) Recruit Level - Communication Officer 1 Paypoint 1- progress to Communication Officer 1 Paypoint 2 after successful completion of Certificate III in Fire Communications Operations followed by 1040 hours satisfactory performance.
- (b) Communication Officer 1 Paypoint 2 - progress to Communication Officer 1 Paypoint 3 on successful completion of training and development, as outlined in the Fire Communications Professional Development Program, and 2080 hours satisfactory

performance at Paypoint 2.

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

#### **54. Paypoint progression of communication supervisors and communications managers**

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

#### **55. Progression through pay points whilst on higher duties**

- (a) Higher duties pay point progression - Where an employee is relieving in a higher position or a series of consecutive higher positions for over twelve (12) months, performance objectives should be set at the relieving level.
- (b) Subject to 12 months satisfactory performance and upon completion of any necessary qualification and training requirements, the employee should move through the increment levels within the higher classification until the relieving ceases and the employee reverts to their substantive level.
- (c) Maintaining pay point for subsequent periods of higher duties - Where an employee has moved to the next paypoint as a result of extended higher duties such paypoint will continue to apply for subsequent higher duties for a period of twelve (12) months after the extended period of higher duties.
- (d) Payment of annual leave at higher duties rates - An employee who performs higher duties for a period of six (6) months or more immediately preceding a period of annual leave shall continue to be paid the higher duties rate for the period of annual leave.
- (e) Where a continuous period of higher duties of 6 months or more is interrupted by a period of annual leave that annual leave will be paid at the higher duties rate.

#### **56. Communications manager positions**

Communications managers at North Coast Region, South-East Region and Brisbane Region will be classified as FCMZ.

## **PART 8 - Rural fire management**

#### **57. Rural flexibility allowance**

- (a) Rural Fire Management Officers Level 1 will receive a Rural Flexibility Allowance Level 1 of 27.87% to compensate these officers for working on nights and weekends (this replaces the weekend and night shift penalty allowances).
- (b) Rural Fire Management Officers Level 2 will receive a Rural Flexibility Allowance Level

2 of 30% to compensate these officers for working on nights and weekends. The Rural Flexibility Allowance Level 2 also buys out the 2.5% Special Flexibility Allowance, as specified in the *Queensland Fire and Emergency Service Enterprise Partnership Agreement 2003*.

## **PART 9 - Maintenance and service employees**

**Employees of the maintenance and services unit of the former Department of Community Safety who are currently employed by PSBA will be entitled to conditions and wage rates as prescribed under this Determination.**

### **58. On-call and recall**

- (a) Employees rostered on-call shall be eligible for an on-call allowance of 14% of the daily base rate of pay of the employee's classification level.
- (b) Employees required to respond during such periods by visiting work sites will be paid at overtime rates for a minimum of four (4) hours for each time so recalled.

### **59. Tool allowance**

- (a) Tool allowances payable to employees covered by this Determination will be adjusted, from the same date, in accordance with the percentage applied to annual wage increases applied during the life of this Determination.
- (b) The current fortnightly tool allowances are:

<b>Classification</b>	<b>\$</b>
Motor Mechanic/Assistant	45.20
Electrician	45.20
Carpenter	52.70
Painter	12.90

### **60. Commitment to training**

The employer is committed to training and skill development for its maintenance and service employees. The employer believes that to ensure maximum productivity gains through multiskilling, employees must be suitably trained in the work place. Training areas that will be considered, but not be limited to, include:

- (a) Quality improvement;
- (b) Occupational health and safety;
- (c) Professional development;
- (d) Computer/word processing skills;
- (e) Updating relevant trade/professional skills; and

- (f) Multiskilling.

## **61. Job evaluation**

In the event there is a dispute between an employee and the employer regarding an internal assessment for movement within the FC classification structure, an independent assessor will be nominated and agreed upon to undertake an external assessment. The employee and the employer will agree to abide by the independent evaluator's decision.

## **62. Apprenticeships**

- (a) The employer believes there is a need to ensure there is sufficient, well trained, support staff within the trade groups of the employer who can keep in good condition equipment, vehicles and fire stations that are essential in maintaining front line service delivery.
- (b) The employer will undertake yearly organisational reviews within the Operational Services Units to assess the need for apprentices within each trade group and where necessary, dependent upon budget and establishment numbers, the employer will promote the employment of apprentices in identified trade groups.

## **PART 10 - Deployment conditions for senior officers, building approval officers and communications managers**

### **63. Extra ordinary duty hours**

- (a) The activation of the extra ordinary duty hours arrangements contained in this Determination will be at the discretion of the Deputy Commissioner.
- (b) The definition of "extra ordinary duty hours" is work performed above and beyond normal on-call duties by building approval officers, senior officers and communications managers in response to particular emergency response circumstances.
- (c) Examples include (but are not limited to):
  - (i) 24/7 operations beyond regional capacity;
  - (ii) Natural disasters;
  - (iii) State emergencies;
  - (iv) Intrastate/interstate/international deployments;
  - (v) Taskforces;
  - (vi) Major wildfire events;
  - (vii) State incident management team responsibilities; and

- (viii) Major events requiring QFES support.
- (d) Building approval officers, senior officers and communications managers (i.e. Officers) engaged in extra ordinary duty hours will be paid as follows:
  - (i) Shift payments - Officers assigned to extra ordinary duty hours will be paid 14 hours ordinary time for each shift they are assigned to the duty.
  - (ii) If Officers are assigned to extra ordinary duty hours on a day they would normally be required to attend work they will be paid for hours in addition to their regular daily hours to result in 14 hours of ordinary time pay for each day they are required to perform such duties.
  - (iii) In the case where this falls on a gazetted public holiday, when the Officer is not required to attend work, then 14 hours ordinary time will be paid in addition to normal pay.
  - (iv) Officers called back from annual leave or long service leave for extra ordinary duty hours will have the option of being paid the 14 hours of ordinary time or having their leave recredited and being paid the balance of daily hours in accordance with subclause (ii) above.
  - (v) Daily deployment allowance - Officers who are required to be away from home overnight due to the nature of the deployment will be paid the applicable allowances for travelling, in accordance with the Award and the Domestic Travelling and Relieving Expenses and International Travelling, Relieving and Living Expenses Directives, as issued and amended by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008*.
  - (vi) Meals, travel and accommodation will be provided by the Queensland Fire and Emergency Service whilst deployed. Where this is impractical the provisions of the relevant government Directive will apply. The provision of a quick snack, a ration pack or a piece of fruit is not classed as a meal for the purpose of claiming an allowance.
  - (vii) Officers deployed for five or more days (including travel days) will be given 24 hours clear of duty upon returning home providing they return home directly after the conclusion of their deployment. Officers deployed for less than five days will have 10 hours clear of duty before commencing their roster.

## **PART 11 - Deployment conditions for rural fire management and maintenance and services**

### **64. Deployment conditions**

- (a) Deployment is when officers are sent to locations to assist with critical incidents that may be of natural or man-made cause. These deployments may occur within a region, intrastate, interstate or internationally.

- (b) The declaration of a deployment will be made by the Commissioner, Deputy Commissioner or State Fire Commander at the request of the relevant Assistant Commissioner.
- (c) Examples of incidents include (but are not limited to):
  - (i) 24/7 operations beyond regional capacity;
  - (ii) Natural disasters such as floods, cyclone, earthquakes;
  - (iii) State emergencies;
  - (iv) Taskforces;
  - (v) Major wildfire incidents;
  - (vi) State incident management team responsibilities; and
  - (vii) Major events requiring the support of the employer.
- (d) Transfers between work locations to cover leave blocks or other situations requiring staff to be transferred to fulfil staffing requirements would not constitute deployment under these provisions.
- (e) When an officer is deployed to an intrastate, interstate or international incident the following provisions shall apply to the exclusion of any other provision contained in this Determination or the Award.
- (f) The deployment tour of duty generally ranges from five (5) days to seven (7) days duration, including:
  - (i) Deployment travel to location (one day);
  - (ii) Shifts in field (three to five days);
  - (iii) Return (one day).
- (g) When an officer is deployed they cease being on their normal shift roster and are on the deployment roster.
- (h) Travel to and from the deployment location will be paid for at a single time for actual time travelled up to a maximum of 14 hours single time per day.
- (i) Conditions for officers on roster:
  - (i) hours worked during normal rostered days are paid at single time;
  - (ii) hours worked outside normal starting and ceasing times are paid at overtime rates.
- (j) For health and safety all officers deployed are required to have a minimum of eight hours break between shifts. Before commencing work, officers are to advise incident controllers if they have not had an eight-hour break.

- (k) Officers on annual leave and long service leave:
  - (i) Officers called back from annual leave will have the option of adding the additional time to the end of their leave block or have their leave recredited.
  - (ii) Officers called back from long service leave will have their leave recredited based on a day-by-day basis.
- (l) Meals, travel and accommodation will be provided by the employer for officers whilst deployed. Where this not possible or practical the provisions of the relevant government Directive will apply.
- (m) Officers on deployments of five or more days (including travel days) are to be given 24 hours clear of duty upon returning home providing they return home directly after the conclusion of their deployment. Officers deployed for less than five days will have 10 hours clear of duty before commencing their roster.



**SCHEDULE 1 - Wage rates****Firefighters and Station Officers - as from 8 December 2013**

<b>Classification</b>	<b>Base Rate</b>	<b>Weekend Shift</b>	<b>Night Shift</b>	<b>38 Hour Week Allowance</b>	<b>Total</b>
Recruit	\$1527.17	\$327.27	\$98.50	\$102.79	<b>\$2,055.74</b>
Fire Fighter	\$1794.43	\$384.55	\$115.74	\$120.77	<b>\$2,415.49</b>
1st Class - Fire Fighter	\$1989.94	\$426.44	\$128.35	\$133.93	<b>\$2,678.66</b>
Senior - Fire Fighter	\$2133.63	\$457.24	\$137.62	\$143.60	<b>\$2,872.09</b>
Leading - Fire Fighter	\$2277.22	\$488.01	\$146.88	\$153.27	<b>\$3,065.38</b>
Station Officer 1	\$2545.60	\$545.52	\$164.19	\$171.33	<b>\$3,426.64</b>
Station Officer 2	\$2610.80	\$559.49	\$168.40	\$175.72	<b>\$3,514.41</b>
Station Officer 3	\$2742.74	\$587.77	\$176.91	\$184.60	<b>\$3,692.02</b>

**Firefighters and Station Officers - as from 4 January 2015**

<b>Classification</b>	<b>Base Rate</b>	<b>Weekend Shift</b>	<b>Night Shift</b>	<b>38 Hour Week Allowance</b>	<b>Total</b>
Recruit	\$1560.77	\$334.4725	\$100.6695	\$105.0479	<b>\$2,100.96</b>
Fire Fighter	\$1833.91	\$393.0064	\$118.2870	\$123.4316	<b>\$2,468.63</b>
1st Class - Fire Fighter	\$2033.72	\$435.8259	\$131.1749	\$136.8800	<b>\$2,737.60</b>
Senior - Fire Fighter	\$2180.57	\$467.2961	\$140.6468	\$146.7638	<b>\$2,935.28</b>
Leading - Fire Fighter	\$2327.32	\$498.7444	\$150.1121	\$156.6408	<b>\$3,132.82</b>
Station Officer 1	\$2601.60	\$557.5236	\$167.8034	\$175.1016	<b>\$3,502.03</b>
Station Officer 2	\$2668.24	\$571.8033	\$172.1013	\$179.5864	<b>\$3,591.73</b>
Station Officer 3	\$2803.08	\$600.7001	\$180.7987	\$188.6621	<b>\$3,773.24</b>

**Firefighters and Station Officers - as from 25 October 2015**

<b>Classification</b>	<b>Base Rate</b>	<b>Weekend Shift</b>	<b>Night Shift</b>	<b>38 Hour Week Allowance</b>	<b>Total</b>
Recruit	\$1595.11	\$341.8314	\$102.8844	\$107.3591	<b>\$2,147.18</b>
Fire Fighter	\$1874.26	\$401.6531	\$120.8895	\$126.1473	<b>\$2,522.95</b>
1st Class - Fire Fighter	\$2078.46	\$445.4144	\$134.0608	\$139.8914	<b>\$2,797.83</b>
Senior - Fire Fighter	\$2228.54	\$477.5767	\$143.7410	\$149.9926	<b>\$2,999.85</b>
Leading - Fire Fighter	\$2378.52	\$509.7171	\$153.4146	\$160.0870	<b>\$3,201.74</b>
Station Officer 1	\$2658.84	\$569.7884	\$171.4949	\$178.9536	<b>\$3,579.07</b>
Station Officer 2	\$2726.94	\$584.3835	\$175.8877	\$183.5375	<b>\$3,670.75</b>
Station Officer 3	\$2864.75	\$613.9154	\$184.7762	\$192.8126	<b>\$3,856.25</b>

**Building Approval Officers - as from 8 December 2013**

Classification	Base Rate	20% Flexibility Allowance	38 Hour Week Allowance	Total	2.5% Special Flexibility Allowance
FF BAO1	\$2597.11	\$519.42	\$164.03	<b>\$3,280.56</b>	<b>\$64.93</b>
FF BAO2	\$2700.94	\$540.19	\$170.59	<b>\$3,411.72</b>	<b>\$67.52</b>
BAO1	\$3041.47	\$608.29	\$192.09	<b>\$3,841.86</b>	<b>\$76.04</b>
BAO2	\$3131.51	\$626.30	\$197.78	<b>\$3,955.59</b>	<b>\$78.29</b>

**Building Approval Officers - as from 4 January 2015**

Classification	Base Rate	20% Flexibility Allowance	38 Hour Week Allowance	Total	2.5% Special Flexibility Allowance
FF BAO1	\$2654.25	\$530.85	\$167.64	<b>\$3,352.73</b>	<b>\$66.36</b>
FF BAO2	\$2760.36	\$552.07	\$174.34	<b>\$3,486.77</b>	<b>\$69.01</b>
BAO1	\$3108.38	\$621.68	\$196.32	<b>\$3,926.38</b>	<b>\$77.71</b>
BAO2	\$3200.40	\$640.08	\$202.13	<b>\$4,042.61</b>	<b>\$80.01</b>

**Building Approval Officers - as from 25 October 2015**

Classification	Base Rate	20% Flexibility Allowance	38 Hour Week Allowance	Total	2.5% Special Flexibility Allowance
FF BAO1	\$2712.64	\$542.53	\$171.32	<b>\$3,426.50</b>	<b>\$67.82</b>
FF BAO2	\$2821.09	\$564.22	\$178.17	<b>\$3,563.48</b>	<b>\$70.53</b>
BAO1	\$3176.76	\$635.35	\$200.64	<b>\$4,012.75</b>	<b>\$79.42</b>
BAO2	\$3270.81	\$654.16	\$206.58	<b>\$4,131.55</b>	<b>\$81.77</b>

**Senior Officers - as from 8 December 2013**

Rank	Base Rate
Inspector	\$4227.03
Superintendent	\$4622.08
Chief Superintendent	\$4876.26

**Senior Officers - as from 4 January 2015**

Rank	Base Rate
Inspector	\$4320.02
Superintendent	\$4723.77
Chief Superintendent	\$4983.54

**Senior Officers - as from 25 October 2015**

Rank	Base Rate
Inspector	\$4415.06
Superintendent	\$4827.69
Chief Superintendent	\$5093.18

**Communications Officers - as from 8 December 2013**

<b>Classification</b>	<b>Base Rate</b>	<b>Weekend Shift</b>	<b>Night Shift</b>	<b>38 Hour Week Allowance</b>	<b>Total</b>
FCO1 - 1	\$1618.03	\$346.74	\$104.36	\$108.90	<b>\$2,178.04</b>
FCO1 - 2	\$1904.80	\$408.20	\$122.86	\$128.20	<b>\$2,564.07</b>
FCO1 - 3	\$1978.18	\$423.92	\$127.59	\$133.14	<b>\$2,662.84</b>
FCO1 - 4	\$2053.71	\$440.11	\$132.46	\$138.23	<b>\$2,764.51</b>
FCO2 - 1	\$2627.97	\$563.17	\$169.50	\$176.88	<b>\$3,537.53</b>
FCO2 - 2	\$2705.64	\$579.82	\$174.51	\$182.10	<b>\$3,642.08</b>
FCO2 - 3	\$2783.31	\$596.46	\$179.52	\$187.33	<b>\$3,746.63</b>
FCO2 - 4	\$2860.78	\$613.07	\$184.52	\$192.55	<b>\$3,850.91</b>
FCM - 1	\$3476.84			\$182.99	<b>\$3,659.84</b>
FCM - 2	\$3582.62			\$188.56	<b>\$3,771.18</b>
FCM - 3	\$3700.36			\$194.76	<b>\$3,895.11</b>
FCMZ	\$4014.68			\$211.30	<b>\$4,225.98</b>

**Communications Officers - as from 4 January 2015**

<b>Classification</b>	<b>Base Rate</b>	<b>Weekend Shift</b>	<b>Night Shift</b>	<b>38 Hour Week Allowance</b>	<b>Total</b>
FCO1 - 1	\$1,653.63	\$354.37	\$106.66	\$111.30	<b>\$2,225.96</b>
FCO1 - 2	\$1,946.71	\$417.18	\$125.56	\$131.02	<b>\$2,620.47</b>
FCO1 - 3	\$2,021.70	\$433.25	\$130.40	\$136.07	<b>\$2,721.42</b>
FCO1 - 4	\$2,098.89	\$449.79	\$135.38	\$141.27	<b>\$2,825.33</b>
FCO2 - 1	\$2,685.79	\$575.56	\$173.23	\$180.77	<b>\$3,615.35</b>
FCO2 - 2	\$2,765.16	\$592.57	\$178.35	\$186.11	<b>\$3,722.20</b>
FCO2 - 3	\$2,844.54	\$609.59	\$183.47	\$191.45	<b>\$3,829.05</b>
FCO2 - 4	\$2,923.72	\$626.55	\$188.58	\$196.78	<b>\$3,935.63</b>
FCM - 1	\$3,553.33			\$187.02	<b>\$3,740.35</b>
FCM - 2	\$3,661.44			\$192.71	<b>\$3,854.14</b>
FCM - 3	\$3,781.77			\$199.04	<b>\$3,980.81</b>
FCMZ	\$4,103.00			\$215.95	<b>\$4,318.95</b>

**Communications Officers - as from 25 October 2015**

<b>Classification</b>	<b>Base Rate</b>	<b>Weekend Shift</b>	<b>Night Shift</b>	<b>38 Hour Week Allowance</b>	<b>Total</b>
FCO1 - 1	\$1,690.01	\$362.17	\$109.01	\$113.75	<b>\$2,274.93</b>
FCO1 - 2	\$1,989.54	\$426.36	\$128.33	\$133.91	<b>\$2,678.13</b>
FCO1 - 3	\$2,066.18	\$442.78	\$133.27	\$139.06	<b>\$2,781.29</b>
FCO1 - 4	\$2,145.07	\$459.69	\$138.36	\$144.37	<b>\$2,887.48</b>
FCO2 - 1	\$2,744.88	\$588.23	\$177.04	\$184.74	<b>\$3,694.89</b>
FCO2 - 2	\$2,825.99	\$605.61	\$182.28	\$190.20	<b>\$3,804.08</b>
FCO2 - 3	\$2,907.12	\$623.00	\$187.51	\$195.66	<b>\$3,913.29</b>
FCO2 - 4	\$2,988.04	\$640.34	\$192.73	\$201.11	<b>\$4,022.22</b>
FCM - 1	\$3,631.50			\$191.13	<b>\$3,822.64</b>
FCM - 2	\$3,741.99			\$196.95	<b>\$3,938.94</b>
FCM - 3	\$3,864.97			\$203.42	<b>\$4,068.39</b>
FCMZ	\$4,193.27			\$220.70	<b>\$4,413.96</b>

**QFES Rural Staff - as from 8 December 2013**

<b>Classification</b>	<b>Base Rate</b>	<b>Rural Flexibility Allowance Level 1</b>	<b>Total</b>
BTSO - 1	\$1918.91	\$534.80	<b>\$2,453.71</b>
BTSO - 2	\$1989.94	\$554.60	<b>\$2,544.53</b>
BTSO - 3	\$2061.58	\$574.56	<b>\$2,636.14</b>
BTSO - 4	\$2133.63	\$594.64	<b>\$2,728.27</b>
BTSO - 5	\$2205.58	\$614.69	<b>\$2,820.27</b>
BTSO - 6	\$2277.22	\$634.66	<b>\$2,911.88</b>
		<b>Rural Flexibility Allowance Level 2</b>	
ATSO - 1	\$2414.68	\$724.40	<b>\$3,139.08</b>
ATSO - 2	\$2480.39	\$744.12	<b>\$3,224.51</b>
ATSO - 3	\$2545.60	\$763.68	<b>\$3,309.28</b>
ATSO - 4	\$2610.90	\$783.27	<b>\$3,394.17</b>

**QFES Rural Staff - as from 4 January 2015**

<b>Classification</b>	<b>Base Rate</b>	<b>Rural Flexibility Allowance Level 1</b>	<b>Total</b>
BTSO - 1	\$1961.13	\$546.57	<b>\$2,507.69</b>
BTSO - 2	\$2033.72	\$566.80	<b>\$2,600.52</b>
BTSO - 3	\$2106.93	\$587.20	<b>\$2,694.14</b>
BTSO - 4	\$2180.57	\$607.72	<b>\$2,788.29</b>
BTSO - 5	\$2254.10	\$628.22	<b>\$2,882.32</b>
BTSO - 6	\$2327.32	\$648.62	<b>\$2,975.94</b>
		Rural Flexibility Allowance Level 2	
ATSO - 1	\$2467.80	\$740.34	<b>\$3,208.14</b>
ATSO - 2	\$2534.96	\$760.49	<b>\$3,295.45</b>
ATSO - 3	\$2601.60	\$780.48	<b>\$3,382.08</b>
ATSO - 4	\$2668.34	\$800.50	<b>\$3,468.84</b>

**QFES Rural Staff - as from 25 October 2015**

<b>Classification</b>	<b>Base Rate</b>	<b>Rural Flexibility Allowance Level 1</b>	<b>Total</b>
BTSO - 1	\$2004.27	\$558.59	<b>\$2,562.87</b>
BTSO - 2	\$2078.46	\$579.27	<b>\$2,657.73</b>
BTSO - 3	\$2153.28	\$600.12	<b>\$2,753.40</b>
BTSO - 4	\$2228.54	\$621.09	<b>\$2,849.64</b>
BTSO - 5	\$2303.69	\$642.04	<b>\$2,945.73</b>
BTSO - 6	\$2378.52	\$662.89	<b>\$3,041.41</b>
		Rural Flexibility Allowance Level 2	
ATSO - 1	\$2522.09	\$756.63	<b>\$3,278.72</b>
ATSO - 2	\$2590.73	\$777.22	<b>\$3,367.95</b>
ATSO - 3	\$2658.84	\$797.65	<b>\$3,456.49</b>
ATSO - 4	\$2727.04	\$818.11	<b>\$3,545.16</b>

**Maintenance and Services Staff previously employed by the former Department of Community Safety - as from 8 December 2013**

	<b>Classification</b>	<b>Base Rate</b>
	FMC25A	<b>\$3,037.59</b>
C2(b) 160%	FMC2A	<b>\$2,943.26</b>
	FMC25B	<b>\$2,934.90</b>
C2(a) 150%	FMC2B	<b>\$2,801.81</b>
	FMC35	<b>\$2,778.20</b>
C3 145%	FMC3	<b>\$2,713.10</b>
	FMC45	<b>\$2,660.06</b>
C4 135%	FMC4	<b>\$2,565.32</b>
C5.5 122% C8	FMC55	<b>\$2,551.93</b>
C5 130%	FMC5	<b>\$2,470.17</b>
C6.5 122% C10	FMC65	<b>\$2,423.16</b>
C6 125%	FMC6	<b>\$2,376.15</b>
	FMC75	<b>\$2,280.49</b>
C7 115%	FMC7	<b>\$2,186.67</b>
	FMC85	<b>\$2,139.35</b>
C8 110%	FMC8	<b>\$2,091.93</b>
	FMC95	<b>\$2,044.61</b>
C9 105%	FMC9	<b>\$1,997.40</b>
	FMC105	<b>\$1,951.00</b>
C10 100%	FMC10	<b>\$1,904.50</b>
	FMC115	<b>\$1,836.64</b>
C11 92.40%	FMC11	<b>\$1,771.43</b>
	FMC125	<b>\$1,729.43</b>
C12 87.40%	FMC12	<b>\$1,687.42</b>
	FMC135	<b>\$1,642.15</b>
C13 82%	FMC13	<b>\$1,596.77</b>
	FMC145	<b>\$1,572.24</b>
C14 79%	FMC14	<b>\$1,547.82</b>

**Maintenance and Services Staff previously employed by the former Department of Community Safety - as from 4 January 2015**

	<b>Classification</b>	<b>Base Rate</b>
	FMC25A	<b>\$3,104.42</b>
C2(b) 160%	FMC2A	<b>\$3,008.01</b>
	FMC25B	<b>\$2,934.90</b>
C2(a) 150%	FMC2B	<b>\$2,863.45</b>
	FMC35	<b>\$2,839.32</b>
C3 145%	FMC3	<b>\$2,772.79</b>
	FMC45	<b>\$2,718.58</b>
C4 135%	FMC4	<b>\$2,621.76</b>
C5.5 122% C8	FMC55	<b>\$2,608.07</b>
C5 130%	FMC5	<b>\$2,524.51</b>
C6.5 122% C10	FMC65	<b>\$2,476.47</b>
C6 125%	FMC6	<b>\$2,428.43</b>
	FMC75	<b>\$2,330.66</b>
C7 115%	FMC7	<b>\$2,234.78</b>
	FMC85	<b>\$2,186.42</b>
C8 110%	FMC8	<b>\$2,137.95</b>
	FMC95	<b>\$2,089.59</b>
C9 105%	FMC9	<b>\$2,041.34</b>
	FMC105	<b>\$1,993.92</b>
C10 100%	FMC10	<b>\$1,946.40</b>
	FMC115	<b>\$1,877.05</b>
C11 92.40%	FMC11	<b>\$1,810.40</b>
	FMC125	<b>\$1,767.48</b>
C12 87.40%	FMC12	<b>\$1,724.54</b>
	FMC135	<b>\$1,678.28</b>
C13 82%	FMC13	<b>\$1,631.90</b>
	FMC145	<b>\$1,606.83</b>
C14 79%	FMC14	<b>\$1,581.87</b>

**Maintenance and Services Staff previously employed by the former Department of Community Safety - as from 25 October 2015**

	<b>Classification</b>	<b>Base Rate</b>
	FMC25A	<b>\$3,172.72</b>
C2(b) 160%	FMC2A	<b>\$3,074.19</b>
	FMC25B	<b>\$2,999.47</b>
C2(a) 150%	FMC2B	<b>\$2,926.45</b>
	FMC35	<b>\$2,901.79</b>
C3 145%	FMC3	<b>\$2,833.79</b>
	FMC45	<b>\$2,778.39</b>
C4 135%	FMC4	<b>\$2,679.44</b>
C5.5 122% C8	FMC55	<b>\$2,665.45</b>
C5 130%	FMC5	<b>\$2,580.05</b>
C6.5 122% C10	FMC65	<b>\$2,530.95</b>
C6 125%	FMC6	<b>\$2,481.86</b>
	FMC75	<b>\$2,381.93</b>
C7 115%	FMC7	<b>\$2,283.95</b>
	FMC85	<b>\$2,234.52</b>
C8 110%	FMC8	<b>\$2,184.98</b>
	FMC95	<b>\$2,135.56</b>
C9 105%	FMC9	<b>\$2,086.25</b>
	FMC105	<b>\$2,037.79</b>
C10 100%	FMC10	<b>\$1,989.22</b>
	FMC115	<b>\$1,918.35</b>
C11 92.40%	FMC11	<b>\$1,850.23</b>
	FMC125	<b>\$1,806.36</b>
C12 87.40%	FMC12	<b>\$1,762.48</b>
	FMC135	<b>\$1,715.20</b>
C13 82%	FMC13	<b>\$1,667.80</b>
	FMC145	<b>\$1,642.18</b>
C14 79%	FMC14	<b>\$1,616.67</b>



**Tech Rescue Stream - as from 15 February 2015**

<b>Classification</b>	<b>BAO Rate</b>	<b>Leading Firefighter</b>	<b>Difference</b>	<b>Total</b>	
<b>Instructor</b>	\$3,419.09	\$3,132.82	\$286.27	<b>\$286.27</b>	100%
<b>Leading</b>	\$3,419.09	\$3,132.82	\$286.27	<b>\$229.02</b>	80%
<b>Senior</b>	\$3,419.09	\$3,132.82	\$286.27	<b>\$171.76</b>	60%
<b>Operator</b>	\$3,419.09	\$3,132.82	\$286.27	<b>\$85.88</b>	30%

**Tech Rescue Stream - as from 25 October 2015**

<b>Classification</b>	<b>BAO Rate</b>	<b>Leading Firefighter</b>	<b>Difference</b>	<b>Total</b>	
<b>Instructor</b>	\$3,494.32	\$3,201.74	\$292.58	<b>\$292.58</b>	100%
<b>Leading</b>	\$3,494.32	\$3,201.74	\$292.58	<b>\$234.06</b>	80%
<b>Senior</b>	\$3,494.32	\$3,201.74	\$292.58	<b>\$175.55</b>	60%
<b>Operator</b>	\$3,494.32	\$3,201.74	\$292.58	<b>\$87.77</b>	30%