

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

CITATION: *Re: Application to vary the Auxiliary Firefighters' Award - State 2016* [2026] QIRC 266

PARTIES: **Arkininstall, Matthew**
(Applicant)

v

State of Queensland (Queensland Fire Department)
(First Respondent)

&

Queensland Professional Firefighters' Union, Industrial Union of Employees
(Second Respondent)

CASE NO: MA/2024/2

PROCEEDING: General application

DELIVERED ON: 26 August 2026

HEARING DATE: On the papers

MEMBER: Hartigan DP

ORDERS:

1. Pursuant to s 147(1)(b) of the *Industrial Relations Act 2016*, the *Auxiliary Firefighters Award – State 2016* is varied in the terms set out in Schedule 1 of this decision; and
2. Pursuant to s 148(2) of the *Industrial Relations Act 2016*, Order One operates from 28 August 2026.

CATCHWORDS:

INDUSTRIAL LAW – VARIATION OF A MODERN AWARD – application to vary a modern award – where a consensus position was reached with respect to consent variations – where the proposed variations provide for fair and just wages and employment conditions and generally reflects prevailing employment conditions of employees covered or to be covered by the award – where orders issued granting variation of a modern award.

LEGISLATION:

Industrial Relations Act 2016 (Qld) s 141, 142, 143, 144, 146, 147

Auxiliary Firefighters' Award - State 2016 (Qld)

Reasons for Decision

Introduction

- [1] The parties, Mr Matthew Arkinstall, Fire Captain Rowthdowney Fire Station ('the Applicant'), the State of Queensland (Queensland Fire Department) ('the First Respondent') and the Queensland Professional Firefighters' Union, Industrial Union of Employees ('the Second Respondent') jointly seek an order, pursuant to s 147 of the *Industrial Relations Act 2016* (Qld) ('the IR Act'), varying the *Auxiliary Firefighters' Award - State 2016* (Qld) ('the Award').
- [2] The order is sought after an extensive review process undertaken by the parties.
- [3] The terms of the proposed variations sought to be given effect to by the order are attached to this decision as Schedule 1.
- [4] The proposed variations seek to amend and add to the Award including, but not limited to, by expanding upon the classification structure and remuneration framework, the casual employment provisions and a range of operational employment conditions.
- [5] For the reasons that follow, the Commission has determined to grant the order sought by the parties.

Relevant Statutory Provisions

- [6] Chapter 3, Part 1 of the IR Act deals with Modern Awards.

- [7] Relevantly, s 141 of the IR Act sets out the requirements for the Commission when exercising powers under Ch 3 of the IR Act as follows:

141 General requirements for commission exercising powers

- (1) In exercising its powers under this chapter, the commission must ensure a modern award—
 - (a) provides for fair and just wages and employment conditions that are at least as favourable as the Queensland Employment Standards; and
 - (b) generally reflects the prevailing employment conditions of employees covered, or to be covered, by the award.
- (2) For subsection (1), the commission must have regard to the following—
 - (a) relative living standards and the needs of low-paid employees;
 - (b) the need to promote social inclusion through increased workforce participation;
 - (c) the need to promote flexible modern work practices and the efficient and productive performance of work;
 - (d) the need to ensure equal remuneration for work of equal or comparable value;
 - (e) the need to provide penalty rates for employees who—
 - (i) work overtime; or
 - (ii) work unsocial, irregular or unpredictable hours; or
 - (iii) work on weekends or public holidays; or
 - (iv) perform shift work;
 - (f) the efficiency and effectiveness of the economy, including productivity, inflation and the desirability of achieving a high level of employment.

- [8] Section 142 of the IR Act provides for general requirements about minimum wages as follows:

142 General requirement about minimum wages

- (1) To the extent the commission's powers under this chapter relate to setting, varying or revoking minimum wages in a modern award, the commission must establish and maintain minimum wages that are fair and just.
- (2) For subsection (1), the commission must have regard to the following—
 - (a) the prevailing employment conditions of employees covered by the modern award;
 - (b) the matters mentioned in section 141(2)(a) to (d) and (f);
 - (c) providing a comprehensive range of fair minimum wages to—

- (i) young employees; and
- (ii) employees engaged as apprentices and trainees; and
- (iii) employees with a disability.

[9] Section 143 of the IR Act states that the Commission must ensure the content of a modern award as follows:

143 Content of modern awards

(1) The commission must ensure a modern award—

- (a) does not include a provision that discriminates against an employee; and

Note—

See, however, subsection (2).

- (b) does not include a provision that displaces, or is otherwise inconsistent with, the Queensland Employment Standards, unless the provision is at least as favourable for an employee as the Queensland Employment Standards; and

- (c) provides for equal remuneration for work of equal or comparable value; and

Note—

In relation to the making of a modern award, see the further requirements under chapter 5, part 2, division 1.

- (d) does not include an objectionable term within the meaning of section 301; and

- (e) is stated in plain English and its structure and content is easy to understand; and

- (f) does not include provisions that are obsolete; and

- (g) includes a provision requiring an employer to consult employees before making a decision likely to be of particular significance to employees; and

Note—

See also subsection (3) for further requirements relating to the consultation provision mentioned in paragraph (g).

- (h) includes provisions stating the employers, employees and organisations the award applies to; and

- (i) provides fair standards for employees in the context of living standards generally prevailing in the community; and

- (j) is suited to the efficient performance of work according to the needs of particular enterprises, industries or workplaces; and

- (k) whenever possible—

- (i) contains facilitative provisions about how the provisions of the award are to apply; and

- (ii) contains provisions enabling the employment of regular part-time employees; and
 - (iii) provides support for training arrangements; and
 - (iv) contains facilitative provisions about work and family responsibilities; and
 - (v) takes into account employees' family responsibilities.
- (2) A modern award does not discriminate against an employee only because it provides for minimum wages for any of the following—
- (a) all young employees;
 - (b) all employees with a disability;
 - (c) all employees engaged as apprentices or trainees;
 - (d) a class of employees mentioned in paragraph (a), (b) or (c).
- (3) For subsection (1)(g), the provision must state a consultation process to be followed that enables the employer to properly consider the views of employees and relevant employee organisations before making or implementing a final decision.
- (4) In this section—
- facilitative provisions***, about a matter, means provisions allowing agreement to be reached at the workplace or enterprise level, between employers and employees (including individual employees), for the matter.
- relevant employee organisation*** means an employee organisation that—
- (a) is covered, or will be covered, by the modern award; or
 - (b) is entitled to represent the industrial interests of employees who are, or will be, covered by the modern award.

[10] Section 144(1) of the IR Act provides that the Commission must ensure a dispute resolution procedure is included in a modern award. The procedure must include the matters referred to in s 144(3) of the IR Act and either be agreed on by the parties or considered appropriate by the Commission.¹

[11] Section 146(1) of the IR Act provides that, on the application of a party to a modern award, the Commission must include in the award provisions based on a directive if:

- (a) the provisions of the directive apply, or have previously applied, to the parties to the award;² and

¹ *Industrial Relations Act 2016*, s 144(2).

² *Ibid*, s 146(1)(a).

(b) the parties to the award agrees.³

[12] Pursuant to s 146(2) of the IR Act, the provisions must only apply to the persons to whom the directive applies or applied.

[13] The power for the Commission to make or vary a modern award is set out in s 147 of the IR Act,⁴ which relevantly states:

147 Commission’s power to make or vary modern awards

(1) The commission may do either of the following to provide for fair and just employment conditions—

- (a) make a modern award;
- (b) make an order varying a modern award.

(2) The commission may exercise a power under this section—

- (a) on its own initiative; or
- (b) on the application of any of the following persons—
 - (i) the Minister;
 - (ii) an organisation;
 - (iii) an employer;
 - (iv) an employee; or
- (c) on a review of a modern award under part 5.

Relevant Background

The Award

[14] The Award commenced operation on 1 January 2016.

[15] Other than giving effect to the Commission's annual State Wage Case General Ruling and the Casual Loading General Ruling issued in 2024, the Award has not been amended since its commencement date.

[16] The Auxiliary Firefighters employed by the Respondent are not covered by a bargaining instrument. Accordingly, the Award is the only source of employment conditions for these employees.

³ Ibid, s146(1)(b).

⁴ s 147 falls within Chapter 3, Part 3 of the IR Act.

The Application and Subsequent Steps taken by the Parties

- [17] On 4 August 2024, the Applicant lodged the application to vary the Award.
- [18] The application sought, *inter alia*, that the Commission conduct a review and "update" the Award to make it more fair and equitable. Fifteen matters were listed in the application as matters that should be the subject of specific review.
- [19] The Industrial Registry required the Applicant to serve a copy of the application on each of the parties who are listed to be covered by the Award.
- [20] The application was then listed for mention before the Commission on 23 August 2024.
- [21] Prior to the mention, the Second Respondent wrote to the Industrial Registry and the other parties advising that it intended to appear at the mention and be joined to the proceedings.
- [22] The Second Respondent was subsequently joined as a party to the proceedings.⁵
- [23] Prior to a further mention listed on 1 November 2024, the parties wrote to the Commission and sought variation of the listing on the basis that the parties would commence a process of seeking to reach a consent position between the parties and that the parties would report back to the Commission every two months to provide an update on the progress of the discussions.
- [24] The process to reach a consent position embarked on by the parties was set out in the joint submissions filed by the parties on 17 August 2026. The process included, in summary, the following:
 - (a) the establishment of a joint Auxiliary Award Variation Working Group ('the Working Group'), to undertake a review of the Award;
 - (b) the Working Group initially identified 28 substantive topics to consider for the variation but the scope of the review broadened as the parties analysed the matters, their interconnectedness with other matters in the Award and the need to consider the workforce across all regional divisions;
 - (c) the Working Group met regularly over the course of the review including by attending several full day workshops; and
 - (d) the Working Group, in the course of the review, considered the interaction between the Award, departmental operational practices, the Queensland

⁵ T1- 2 ll 38-45.

Employment Standards and comparable Queensland public sector industrial agreements to ensure the proposed amendments formed a component of an integrated industrial framework.

Consensus Position

- [25] At the conclusion of the Working Group process, the parties reached consensus with respect to the consent position to put before the Commission as is stated in the parties' joint submissions.
- [26] The parties acknowledge that the consent position has evolved from the matters initially included in the application.
- [27] The Applicant acknowledges, within the joint submissions, that the proposed variations in total address his original claim in a way that benefits him, even if a particular claim has not been adopted.
- [28] The Second Respondent also confirms that the proposed variations significantly improves the industrial interests of Auxiliary Firefighters including by improving remuneration and other terms and conditions of employment.
- [29] Attached to the joint submissions is correspondence,⁶ sent on behalf of the First Respondent, articulating the parties consent position with respect to the proposed variation. That correspondence also records additional steps the parties intend to continue to take with respect to matters that fall outside of the Award.

The Proposed Award

- [30] The parties jointly submit the effect of the proposed variations to the Award are as follows:
 - (a) reflects the establishment of the Queensland Fire Department and updates the current registered name of the Queensland Professional Firefighters' Union, Industrial Union of Employees;
 - (b) introduces contemporary remuneration while preserving employees' minimum entitlements;
 - (c) updates references to current Queensland legislation, including the Public Sector Act 2022;
 - (d) removes obsolete provisions and modernises terminology throughout the Award;
 - (e) introduces a comprehensive suite of defined terms to provide greater clarity and consistency in the interpretation and operation of the Award;

⁶ The Parties, 'Joint Submission' Submissions in *Arkinstall v State of Queensland (Queensland Fire Department) and Anor*, MA/2024/2, filed 17 August 2026, Attachment 5 'Letter to Mr Arkinstall dated 26 June 2026'.

- (f) improves readability and interpretation by grouping related provisions into dedicated Parts to ensure content is easy to understand; and
- (g) aligns language and structure of the Award with other Queensland public sector awards.⁷

- [31] The parties also note that the proposed variations include an expanded classification structure and remuneration framework, casual employment provisions and a range of operational employment conditions.
- [32] The parties have filed a document⁸ containing a table that outlines the proposed amendments, the rationale for the amendments and references relevant authorities in support of the proposed amendments. This table has proved to be a relevant source of information in the consideration embarked upon by the Commission which will be detailed further below.
- [33] The parties have summarised particular amendments which they consider to provide a contemporary industrial framework for Auxiliary Firefighters, which is further summarised as follows:

(a) Dispute Resolution

- (i) Dispute resolution provisions have been aligned with contemporary Queensland public sector awards, in accordance with the provisions of s144 of the IR Act, replacing a single dispute resolution procedure with separate procedures for disputes arising from Award matters and for disputes arising that are not award matters (characterised as employee grievances).

(b) Casual Employment

- (i) It remains an agreed position between the parties that casual employment is the only employment type for Auxiliary Firefighters. The parties are not proposing to expand the types of employment within the Award to contain provisions enabling the employment of full-time, part-time or shift work employees.
- (ii) The proposed Award entirely replaces the existing casual provisions with a comprehensive casual employment framework that reflects the range of duties performed by Auxiliary Firefighters. The proposed Award differentiates between 'emergent work', 'planned work', 'administrative work', 'standby', 'on-call arrangements' and 'general availability', establishes tailored minimum engagement periods and

⁷ Ibid, [27].

⁸ Ibid, Attachment 6 'Consent Award Variation 2026'.

payment arrangements for each category of work, clarifies when paid time commences and concludes for emergency response activities, and provides clear rules governing payment where an employee responds to a notification but is not initially required to turn out.

- (iii) Distinctions between the types of casual work performed by Auxiliary Firefighters were identified by the working group and worked into the proposed clauses in agreement by the parties, and there are explanatory definitions to clarify what type of work is being performed and therefore what remuneration and other entitlements apply.
- (iv) The amendments also clarify the interaction between casual loading, ordinary hours, overtime and penalty payments, providing a more coherent framework and greater certainty regarding employee entitlements.

(c) Classification Framework

- (i) The proposed Award introduces a revised classification framework comprising of the Auxiliary Firefighter and the Auxiliary Workforce Support Streams.
- (ii) Generic Level Statements are introduced at Schedule 1 and 2 of the proposed Award describing the duties, responsibilities, skills and capabilities associated with each classification level.
- (iii) The proposed Award also introduces Auxiliary Recruit and Auxiliary Firefighter Grade 3 classifications, incremental progression for Lieutenant and Captain classifications, a clearer distinction between operational and workforce support classifications, and principles governing classification allocation, movement between classifications and progression within classifications.

(d) Remuneration and Allowances

- (i) In developing the revised remuneration structure, the parties considered relevant internal and external remuneration comparators and appropriate relativities between classifications.
- (ii) The existing allowance framework has largely been retained, with minor amendments to the Motor Vehicle Allowance and On-call Allowance, together with the introduction of a Level II Swiftwater Rescue Allowance and expanded deployment conditions.

(e) Hours of Work and Related Matters

- (i) The proposed Award restructures hours of work provisions into a comprehensive framework governing ordinary hours, overtime, meal breaks, deployment and the calculation of penalties. It aligns these provisions with the revised casual employment framework, distinguishes between planned and emergent work where appropriate, and introduces a dedicated methodology for calculating these entitlements.
- (ii) The parties developed differentiated minimum engagements having regard to the nature of the work, the notice provided, and the degree of disruption associated with the engagement. With the proposed Award reflecting a three-hour minimum engagement for emergent work, a one-hour minimum engagement for planned work and a 15-minute minimum engagement for specified unplanned administrative work.

(f) Abandonment of Employment

- (i) Due to the often casual and frequently intermittent nature of the work performed by Auxiliary Firefighters, the proposed Award introduces provisions dealing with 'abandonment of employment', establishing a process the Respondent can apply when an Auxiliary Firefighter has repeatedly failed to remain available and/or respond for duty and/or participate in scheduled training without reasonable explanation, or where the First Respondent is unable to establish contact with the employee. To ensure procedural fairness the provisions require reasonable attempts to contact the employee and provide an opportunity to respond before any determination is made.

Consideration

[34] As noted above, s 141 of the IR Act requires that, in exercising its powers pursuant to Ch 3, the Commission must ensure a modern award:

- (a) provides for fair and just wages and employment conditions that are at least as favourable as the QES; and
- (b) generally reflects the prevailing employment conditions of employees covered, or to be covered by the award.

[35] In addressing these matters, the parties jointly submit⁹ that the proposed variations to the Award:

- (a) supports the relative living standards and needs of low-paid employees through establishing a contemporary classification which has aligned the remuneration framework to the duties, responsibilities, capability and leadership expectations. A general ruling under section 458(1)(a) of the Act (the 'State Wage Case') continuing to be the primary method for the Commission to determine appropriate increases to minimum award wage and allowances.
- (b) includes variations that improve terms and conditions of employment in a way that is likely to increase workforce participation in the communities where Auxiliary Fire Stations deliver an essential frontline emergency service in regional and rural Queensland.
- (c) promotes flexible modern work practices and the efficient and productive performance of work through contemporary provisions dealing with casual employment, availability, planned work, emergent work, deployment, travel, training, operational arrangements and clear approaches to leave of absences and general availability. It also improves the practical operation of the Award through clearer drafting, clear definitions of terms that apply, contemporary terminology and a more logical structure.
- (d) provides for equal remuneration for work of equal or comparable value through a transparent classification framework supported by Generic Level Statements describing the duties, responsibilities, skills and capability expected at each classification level. The revised remuneration structure has been developed from that framework and maintains appropriate relativities between classifications. A female employee undertaking the same work will receive equal remuneration under the proposed Award, reinforcing the principle of equal pay for work of equal or comparable value.
- (e) addresses that the nature of the work completed by an Auxiliary Firefighters is irregular and unpredictable, with employees being called to perform work which occurs on weekends and/or public holidays. The Award incorporates appropriate penalties for work completed on a weekend, public holiday, late work, on-call, introducing clear minimum engagements and other provisions forming a substantive component of the Award's remuneration package.
- (f) provides methods for the adjustment of minimum salary levels and allowances consistent with a General Ruling or other decision of the commission or the Australian Bureau of Statistics Consumer Price Index, where applicable.

⁹ Ibid, [55].

Establishing a contemporary classification which has significantly increased the remuneration framework promotes the desirability of achieving and attracting a higher level of employment in regional and rural Queensland.

[36] I have had regard to the joint submissions of the parties and the terms of the proposed variations, and I am satisfied that the proposed Award continues to provide fair and just wages and employment conditions and generally reflects the prevailing employment conditions of employees covered by the Award.

[37] Further, I am satisfied that the proposed variations meet the requirements set out in s 143 on the following basis:¹⁰

- (a) does not include provisions which discriminate against employees;
- (b) does not displace, or otherwise provide employment conditions, less favourable than the Queensland Employment Standards;
- (c) provides for equal remuneration for work of equal or comparable value through a contemporary classification and remuneration framework with employees within the same classification receiving the same minimum rate of pay;
- (d) does not include any objectionable term within the meaning of s 301 of the IR Act;
- (e) has been comprehensively modernised using contemporary drafting conventions, plain English, improved definitions and a logical structure which substantially improves readability and accessibility;
- (f) removes obsolete, redundant and spent provisions while incorporating relevant employment conditions previously contained in the Auxiliary Employment Conditions Standing Order;
- (g) includes a consultation process that enables the employer to properly consider the views of employees and the relevant employee organisation before making or implementing a final decision;
- (h) includes provisions stating the employer, employees and organisation that the award applies to;
- (i) provides fair minimum employment standards for an award-only workforce;

¹⁰ As set out in the parties' joint submissions and adopted by the Commission.

- (j) is suited to the efficient performance of work according to the operational requirements of the First Respondent while accommodating contemporary employment arrangements appropriate to the A auxiliary Firefighter workforce;
- (k) contains facilitative provisions about how the provisions of the Award are to apply and provides support for training arrangements; and
- (l) continues to take account of employees' family responsibilities through provisions consistent with the Queensland Employment Standards and introducing clear minimum engagements.¹¹

[38] Additionally, having regard to the joint submissions and having read the proposed variations, the Commission is satisfied that the requirements set out in ss 142, 144 and 146 are satisfied.

Conclusion

[39] For the foregoing reasons, pursuant to s 147(1)(b) of the IR Act, the Commission will issue an order varying a modern award.

[40] The Commission acknowledges the role each of the parties, both individually and collectively, have played in reaching consensus with respect to the consent position between the parties.

[41] The variation of the Award was initiated by the Applicant filing the application in the Industrial Registry. That step triggered a thorough, time consuming and ultimately productive process of an award review. It is clear that each of the parties have invested both time and resources in seeking a consensus position with respect to the proposed variations.

[42] The co-operation between the parties has continued before this Commission which has benefited from comprehensive and compelling joint written submissions and material. Each of the parties are to be commended for the role they have played with respect to this proceeding and the outcome achieved.

¹¹ Ibid (n 6), [58].

Orders

[43] It is ordered that:

1. Pursuant to s 147(1)(b) of the *Industrial Relations Act 2016*, the *Auxiliary Firefighters Award – State 2016* is varied in the terms set out in Schedule 1 of this decision; and
2. Pursuant to s 148(2) of the *Industrial Relations Act 2016*, Order One operates from 28 August 2026.

Schedule 1

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016

Auxiliary Firefighters' Award - State 2016

Matter No. ~~B/2024/50 and B/2024/51-MA/2024/2~~

REPRINT OF AWARD UNDER SECTION 980

Certification of Reprint

Following the general ruling made by the Commission in the 2025 State Wage Case, the *Auxiliary Firefighters' Award - State 2016* is hereby reprinted, under s 980 of the *Industrial Relations Act 2016*.

I hereby certify that the Award contained herein is a true and correct copy of the *Auxiliary Firefighters' Award - State 2016* as at ~~28 August 2026~~ 1 September 2024.

Name of modern award:

Auxiliary Firefighters' Award - State 2016

Operative date of the modern award reprint:

~~28 August 2026~~ 1 September 2024

Operative date of modern award:

As per clause 2 of the modern award

By the Registrar

M. SHELLEY

~~28 August 2026~~ 14 October 2024

AUXILIARY FIREFIGHTERS' AWARD - STATE 2016

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PART 1 – Title and Operation

1. Title

This Award is known as the *Auxiliary Firefighters' Award - State 2016*.

2. Operation

This Award operates from ~~28 August 2026~~ 1 January 2016.

3. Definitions and interpretation

Unless the context otherwise requires, in this Award:

Act means the *Industrial Relations Act 2016*

~~**ARTEP** means the Auxiliary Recruit Training and Education Program~~

Auxiliary Firefighter means an employee who is engaged as such within the State of Queensland by the Queensland Fire Department and Emergency Services

Chief Executive means the Chief Executive responsible for the Queensland Fire Department or the Chief Executive's delegate

classification comprises a minimum salary rate plus a range of paypoints through which employees may be eligible to progress or increment, this may also be referred to as rank, level or classification level

Commission means the Queensland Industrial Relations Commission

~~**Commissioner** means the Commissioner of Queensland Fire and Emergency Services or the Commissioner's delegate~~

directive means a directive, or part of a directive, made under section 222 or section 223 of the *Public Sector Act 2022*

eligible employee means an employee of the Queensland Fire ~~Department and Emergency Services~~ who is employed under this Award

emergency incident means any Auxiliary Firefighter response to the community

emergent work means when an Auxiliary Firefighter responds to an unplanned notification requesting their immediate attendance at their home station or another fire station and/or any emergency incident

general availability means an Auxiliary Firefighters who is available for both planned and emergent work as required by the Queensland Fire Department, and is not on call or standby

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

home station means the auxiliary station in which the Auxiliary Firefighter is employed and from which they usually respond

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

long term casual means a casual employee engaged by Queensland Fire Department, on a regular and systematic basis, for 1 or more periods of employment during the 1 year immediately before the employee seeks to access an entitlement under chapter 2 of the *Industrial Relations Act 2016*

Officer-in-Charge (OIC) is the highest ranked Auxiliary Firefighter at their home station, or emergency incident or other FD activity

on call means an Auxiliary Firefighter has agreed upon request, and is authorised, to be on call at their home station to guarantee their response and attendance at emergency incidents during the on call period, and is not general availability or standby

other employment includes self-employment

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

planned work means where the employer proposes and the employee agrees to work to be completed with reasonable notice, that is not emergent work

QES means the Queensland Employment Standards contained in Part 3 of Chapter 2 of the Act

standby means where an Auxiliary Firefighter has responded to their home station, requiring them to remain at their home station or another fire station until further notice, and is not general availability or on call

union means the Queensland Professional United Firefighters' Union ~~of Australia~~, Industrial Union of Employees, ~~Queensland~~

4. Coverage

(a) This Award applies to:

(i) The State of Queensland (Queensland Fire ~~Department and Emergency Services~~ (QFDES));

(ii) Auxiliary ~~f~~Firefighters as described in ~~clause 3~~ Schedule 1 and 2 of this Award; and

(iii) Queensland Professional United Firefighters' Union ~~of Australia~~, Industrial Union of Employees (QPFU), ~~Queensland~~;

to the exclusion of any other award.

(b) In addition to the conditions of employment provided in this Award, Chapter 6, Part 5 of the *Public Sector Act 2022 (Old)* provides for creation and application of Directives that may apply to employees covered by this Award.

5. The Queensland Employment Standards and this Award

~~The QES and t~~This Award together with the QES provide for a ~~contain the~~ minimum safety net of enforceable conditions of employment for employees covered by this Award.

6. Enterprise flexibility and facilitative award provisions

6.1 Enterprise flexibility

(a) As part of a process of improvement in productivity and efficiency, discussion should take place at an enterprise level to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.

(a)(b) The consultative processes established in accordance with clause 6 may provide an appropriate

mechanism for consideration of matters relevant to clause 6(a). Union delegates at the place of work may be involved in such discussions.

- ~~(b)~~(c) Any proposed genuine agreement reached between the ~~Commissioner~~ Chief Executive and employee/s in an enterprise is contingent upon the agreement being submitted to the commission in accordance with Chapter 4 of the Act and is to have no force or effect until approval is given.

5.16.2 Procedures to implement facilitative award provisions

Wherever facilitative provisions appear in this Award which allow for determination of the conditions of employment by agreement between the Chief Executive and the union, or the Chief Executive and the majority of employees affected, the following procedures shall apply:

- (a) Facilitative award provisions can be negotiated between management and employees who are directly affected by such proposals or between management and the union depending on the particular award provisions.
- (b) Employees may be represented by their local union delegate/s and shall have the right to be represented by their local union official/s.
- (c) Facilitative award provisions can only be implemented by agreement.
- (d) In determining the outcome from facilitative provisions neither party should unreasonably withhold agreement.
- (e) Agreement is defined as obtaining consent of greater than 50% of employees directly affected or of the union depending upon the particular award provisions.
- (f) Where a provision refers to agreement by the majority of employees affected, all employees directly affected shall be consulted. This consultation shall be undertaken where practicable as a group, or in groups. Should the consultation process identify employees with specific concerns which relate to either equity or occupational health and safety issues, such concerns may be catered for on an individual basis subject to operational requirements.
- (g) Any agreement reached must be documented and shall incorporate a review period.

PART 2 – Dispute Resolution

6.7. Disputes resolution

6.17.1 Prevention and settlement of disputes - Award matters

- (a) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Award by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (b) Subject to legislation, while the dispute procedure is being followed, normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (c) There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- (d) In the event of any disagreement between the parties as to the interpretation or implementation of this Award, the following procedures shall apply:

- (i) the matter is to be discussed by the employee's union representative and/or the employee/s concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
- (ii) if the matter is not resolved as per clause 7.1(d)(i), it shall be referred by the union representative and/or the employee/s to the appropriate management representative who shall arrange a conference of the relevant parties to discuss the matter. This process should not extend beyond 7 days;
- (iii) if the matter remains unresolved it may be referred to the Chief Executive for discussion and appropriate action. This process should not exceed 14 days;
- (iv) if the matter is not resolved then it may be referred by either party to the Commission.
- (e) Nothing contained in this procedure shall prevent a union or the employer from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

6.27.2 Employee grievance procedures - other than Award matters

- (a) The objectives of this procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion ~~to;~~ ~~and~~ reduce the level of dispute; and ~~to~~ promote efficiency, effectiveness and equity in the workplace.
- ~~(a) To achieve this, there shall be an effective means of consultation between the Queensland Fire and Emergency Services and its employees and the union on all matters of mutual interest and concern, irrespective of whether the matters are likely to give rise to dispute. Particular attention shall be given to both formal and informal means of consultation and information sharing between management and employees.~~
- ~~(b) Failure to observe this fundamental principle of consultation would be contrary to the intention of this procedure.~~
- ~~(c) The union shall notify the Commissioner in writing of its duly accredited delegates at all levels.~~
- (b) ~~The~~ is following procedure applies to all industrial matters within the meaning of the Act.
 - Stage 1:— ~~_____~~ In the first instance, ~~the an~~ employee shall inform such employee's immediate supervisor of ~~a claim or~~ the existence of ~~athe~~ grievance ~~in writing~~ and they shall attempt to resolve the ~~grievancematter~~. It is recognised that an employee may ~~wish to~~ exercise the right to consult such employee's union representative during the course of Stage 1.
 - Stage 2:— If the ~~claim or~~ grievance remains unresolved, the employee ~~or the local union representative on the employee's behalf~~ shall refer the ~~grievancematter~~ to the next in line ~~management~~ (“the manager”). The manager will consult with the ~~relevant~~ parties. The employee may exercise the right to consult or be represented by such employee's union representative during the course of Stage 2.
 - ~~Stage 3—If the claim or grievance remains unresolved, the employee or the union on the employee's behalf, shall refer the matter to the next in line manager (where applicable). The manager will consult with the parties. The employee may exercise the right to consult or be represented by such employee's union representative during the course of Stage 3.~~
 - Stage ~~34~~:— If the grievance is still unresolved, the manager will advise the ~~Chief Executive Commissioner~~ and the aggrieved employee may submit the matter in writing to the ~~Chief Executive Commissioner~~ if such employee wishes to pursue the

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

(c) The Chief Executive shall ensure that:

(i) the aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and

(ii) the grievance shall be investigated in a thorough, fair and impartial manner.

(d) The Chief Executive may appoint another person to investigate the grievance. The Chief Executive may consult with the relevant union in appointing an investigator. The appointed person shall be other than the employee's supervisor or manager.

(e) If the matter is notified to the union, the investigator shall consult with the union during the course of the investigation. The Chief Executive shall advise the employee initiating the grievance, such employee's union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.

(f) The procedure is to be completed in accordance with the following time-frames unless the parties agree otherwise:

Stage 1: Discussions should take place between the employee and such employee's supervisor within 2448 hours and the procedure shall not extend beyond 7 days.

Stage 2: Not to exceed 7 days.

Stage 3: Not to exceed 147 days.

~~Stage 4: Not to exceed 7 days (except where Stage 3 is not applicable in which case the period is not to exceed 14 days).~~

~~(g) If the grievance matter is not settled the matter may be referred to still unable to be resolved, the parties may seek the assistance of the Commission by the employee or the union.~~

(h) Subject to legislation, while the grievance procedure is being followed, normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. Until the dispute or grievance is determined (and except when a bona fide safety issue is involved), work shall continue in accordance with normal operational procedures existing before the emergence of the dispute or grievance. No party shall be prejudiced as to the final settlement by the continuation of work.

(i) Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.

PART 3 – Type of Employment, Consultation and Termination of Employment

7.8. Type of employment

~~An Auxiliary Firefighter will be employed on a casual basis. Employees are engaged as casual employees in an auxiliary employment capacity.~~

7.18.1 Casual Employment

(a) (i) A casual employee is an employee who is engaged and paid as such.

- (ii) A casual employee cannot be employed to work more ordinary hours than 38 hours per week.
- (b) For each ordinary hour worked an employee shall be paid no less than the minimum hourly rate of pay in clause 12.3(a)(i) and (b)(i) plus a casual loading of 25%, except where the Award provides otherwise.
- (i) The casual loading of 25% is paid instead of annual leave, ~~and~~ paid ~~sick~~ personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time and part-time employment. ~~in addition to the ordinary base hourly rate prescribed in clause 12 (rounded to the nearest cent).~~ The loading constitutes part of the casual employee's salary for the purpose of calculating overtime, weekend penalties, public holiday payments and late work allowance, where relevant.
- (c) Each casual engagement stands alone with a minimum payment as prescribed in the table below, to be made in respect to each engagement:

<u>Engagement type</u>	<u>Minimum engagement</u>
<u>(i) Emergent work</u>	<u>A minimum payment as for 3 hours of work</u>
<u>a) Where the work performed relates to emergent work.</u>	
<u>(ii) Planned work</u>	<u>A minimum payment as for 1 hour of work</u>
<u>a) All planned work at the home station or other training location associated with the key accountabilities as detailed in the Auxiliary Firefighter's position descriptions, that is not a response to emergent work.</u>	
<u>(iii) Unplanned Work (other than emergent work)</u>	<u>A minimum payment as for 15 minutes of work</u>
<u>a) An Auxiliary Firefighter who undertakes administrative duties (for example where the work performed relates to telephone calls, emails and/or administrative work associated with their key accountabilities) other than planned work at the home station or other training location associated with the key accountabilities as detailed in the Auxiliary Firefighter's position descriptions.</u>	

- (d) Should an Auxiliary Firefighter perform work (planned or emergent work) again within the minimum engagement outlined in clause 8.1(c), no further minimum payment will apply to that work, which shall be paid for at appropriate rates.
- (e) Paid time for responding to emergent work shall commence from the time the Auxiliary Firefighter receives a notification to immediately attend the home station for unplanned work and/or any emergency incident.
- (f) Paid time for responding to emergent work shall conclude:
- (i) For attendance at a home station for unplanned work, upon the completion of the unplanned work activity; or
- (ii) For attendance at an emergency incident, upon the completion of post-incident responsibilities or a "stop" call is received.
- (b) Paid time for attendance at emergency incidents shall commence from the time the auxiliary firefighter receives a call/page and conclude upon completion of post-incident responsibilities.

~~(e)(g)~~ Auxiliary ~~f~~Firefighters ~~who~~ responding to an emergency incident who attend to their home station and who are not required to initially turn out shall remain on standby duty until whichever of the following occurs first:

- (i) a "stop" call is received; or
- (ii) one hour from the initial call/pagenotification has passed; or
- (iii) the OIC directs them to continue to "standby-down" and await further advice.

~~(d)(h)~~ Claims for payment for all work are to be made to the nearest 15 minute interval.

~~(e)(i)~~ The long service leave entitlement of casual employees is recorded in clause 27.

8.9. Anti-discrimination

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

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

~~(d)(b)~~ Nothing in clause 9 is to be taken to affect:

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

10. Abandonment of employment

(a) Where an Auxiliary Firefighter who has failed to respond as per clause 22(b), the Chief Executive may apply this process of abandonment of employment.

(b) Abandonment is when the Auxiliary Firefighter:

- (i) is repeatedly unavailable without reasonable explanation: or
- (ii) fails to respond to reasonable attempts at contact.

(c) Before any determination is made under clause 10(b), the Auxiliary Firefighter must:

- (i) be advised of the details of the ongoing absence;
- (ii) be given a reasonable opportunity to respond; and
- (iii) where appropriate, be given a reasonable opportunity to rectify the situation.

- (d) Where, after reasonable attempts to resolve the matter, the Auxiliary Firefighter remains unable or unwilling to meet the operational requirements of the role, the Chief Executive may determine that the Auxiliary Firefighter has abandoned their employment.
- (e) Where a determination is made under clause 10(d), the Chief Executive may determine that the termination of employment takes effect from the date of the Auxiliary Firefighter's last casual engagement.

11. Consultation - Introduction of changes

8.111.1 Employer's duty to notify

- (a) Where the employer decides to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, the union.
- (b) 'Significant effects' includes termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- (b)(c) Where the Award makes provision for alteration of any of the matters referred to in clauses 110.1(a) and (b) an alteration shall be deemed not to have significant effect.

8.211.2 Employer's duty to consult over change

- (a) The employer shall consult the employees affected and, where relevant, the union, about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 110.1(a).
- (a)(c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, the union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees.
- (b)(d) Notwithstanding the provision of clause 101.2(c) the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

PART 4 – Minimum Salary Levels, Allowances and Related Matters

12. Classifications and minimum salary levels

8.312.1 Classification Structure

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

- (a) Auxiliary Firefighter stream:

(b) Auxiliary workforce support stream.

12.2 Allocation to classification levels

- (a) Allocation of employees to the Auxiliary Firefighter and Auxiliary workforce support streams and to the classification levels within those streams shall be in accordance with the generic level statements contained in Schedule 1 and 2. These statements reflect the degree of complexity and responsibility of the duties, skills and knowledge proceeding from the lowest to the highest classification level. The purpose of these statements is to provide a standard against which the complexity, skills and responsibilities of each position may be measured to achieve an equitable allocation of classification.
- (b) Where a new position is created and its allocation cannot be determined the matter will be discussed with the relevant employee/s and, where requested, their representative, and/or referred to the Commission for resolution.
- (c) Payment is determined by the skill level of the role, not the tasks undertaken. Payment does not automatically vary when particular tasks or new tasks are performed.
- (e) Classification structure

The classification structure for auxiliary firefighters is as follows:

- ~~• Auxiliary Firefighter is a generic term used to describe all members of the auxiliary workforce irrespective of rank and role.~~
- ~~• Auxiliary Firefighter Grade 1 is a new auxiliary firefighter. These officers undertake all duties (appropriate to their level or training) as allocated by a more senior officer. They have completed FUNIT452 Auxiliary Induction Course and are participating in ARTEP. The pre-operational components of ARTEP (FNA410) must be successfully completed before responding to emergency incidents.~~
- ~~• Auxiliary Firefighter Grade 2 is an experienced member of a firefighting crew who undertakes all duties as allocated by a more senior officer. They have completed ARTEP, attained their Medium Rigid (MR) Vehicle driver's licence and served a minimum of 12 months' continuous and satisfactory operational service. This officer may take on the role of Officer in Charge (OIC) in the absence of the Captain or Lieutenant.~~
- ~~• Auxiliary Community Safety Officer is a role that assists an auxiliary station or group of stations to achieve community safety related targets and initiatives. The incumbent must have experience as a qualified auxiliary firefighter or equivalent, however, may elect to not respond to emergency incidents upon appointment to this position. This officer may be responsible for the coordination and/or the delivery of community safety activities.~~
- ~~• Officer in Charge (OIC) is the most senior auxiliary firefighter at a station, emergency incident or other Queensland Fire and Emergency Services activity.~~
- ~~• Lieutenant is the officer second in charge of a fire station and may take on the role of OIC of the station/incident in the absence of the Captain.~~
- ~~• Captain is the highest rank of auxiliary firefighter. This officer is in charge of a station and is generally responsible for the running, good order and management of the station. This rank is not utilised at 24 hour permanent full-time crewed stations.~~
- ~~• Auxiliary Area Training Co-ordinator is a role that assists an auxiliary station or group of stations to attain and maintain operational skills. This officer may be responsible for the coordination and/or the delivery of training packages.~~

8.412.3 Minimum salary levels

(a) Auxiliary Firefighter stream

- (i) The minimum base hourly rates payable to employees within the Auxiliary firefighter's stream are prescribed in the table below:

<u>Classification</u>	<u>Paypoint</u>	<u>Base Ordinary rate¹</u> <u>per hour</u> <u>\$²</u>	<u>Casual rate</u> <u>Per hour</u> <u>\$</u>
Auxiliary recruit (95% nominal relativity)		29.18	36.47
Auxiliary Firefighter Grade 1		25.4330.72	38.40
Auxiliary Firefighter Grade 2		26.8431.54	39.42
Auxiliary Firefighter Grade 3		32.39	40.48
Lieutenant	1	28.8933.71	42.13
	2	34.36	42.95
Captain	1	31.0037.25	46.56
	2	38.42	48.02

Notes:

¹ The minimum base hourly rates ~~incorporate all~~ include the arbitrated wage adjustments ~~occurring up to and including~~ payable under the 1 September 2025 Declaration of General Ruling.

² Rounded to the nearest cent.

(b) Auxiliary workforce support stream

- (i) The minimum base hourly rates payable to employees within the Auxiliary workforce support stream are prescribed in the table below:

<u>Classification</u>	<u>Ordinary rate¹ per</u> <u>hour</u> <u>\$²</u>	<u>Casual rate</u> <u>Per hour</u> <u>\$</u>
Auxiliary Community Safety Officer	31.0037.25	46.56
Auxiliary Area Trainer	31.0037.25	46.56

Notes:

¹ The minimum base hourly rates include the arbitrated wage adjustments payable under the 1 September 2025 Declaration of General Ruling.

² Rounded to the nearest cent.

(a)(c) Payment of ~~salaries~~ wages

Wages-Salaries shall be paid at least monthly and may at the discretion of the Chief Executive be paid by electronic funds transfer or direct deposit to an employee's nominated account/s unless otherwise agreed between the employer and the employee concerned.

12.4 Work allocation

An employee appointed to or relieving in a position within a classification level may be allocated and subsequently reallocated duties of any position within that particular classification level.

12.5 Incidental and peripheral tasks

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

- (a) the direction does not affect the employee's entitlement to higher or other duties allowances provided in this Award; and

- ~~(a)(b)~~ all such directions are consistent with the employer's responsibilities to provide a safe and healthy working environment.

12.6 Movement between classification levels – Auxiliary Firefighter Stream

- (a) Except as provided below and in Schedule 1 of this Award, movement between classification levels within the Auxiliary Firefighter Stream will be based on employment on merit to advertised vacancies.
- (b) An employee promoted to a position at a higher classification level shall be employed at paypoint one of that higher classification level.

12.7 Movement within classification levels (increments) – Lieutenants and Captains within the Auxiliary Firefighter Stream

- (a) Except in the case of an employee who is paid the prescribed base salary 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 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.
- ~~(4)(ii)~~ For the purpose of clause 12.7(a)(i), **continuous service** for a casual employee is considered to be broken if more than 3 months, excluding any public holidays, has elapsed between the end of one employment contract and the start of the next employment contract.

9.13. Performance of higher duties and relieving Performing Lieutenant and Captain's duties

- (a) Except where clause ~~11~~13(b) applies, ~~where an Auxiliary Firefighter agrees, and is engaged, appointed to relieve an auxiliary firefighter at the rank of~~perform the duties of a Lieutenant or Captain for a period of seven (7) consecutive days or more, ~~and whotehy shall~~ -assumes full duties and responsibilities of the position, ~~and shall receive the entitlements and~~ be paid at the rate equal to the position in which they are ~~relieving for the period of the reliefperforming~~.
- ~~(b) Where the relieving occurs at the rank of Captain, the auxiliary firefighter undertaking the relieving shall receive a pro rata payment of the Captain's allowance equal to 1/365 of the total annual allowance for each day of relief.~~
- (b) An ~~a~~Auxiliary ~~f~~Firefighter, who takes command of an emergency incident ~~as OIC~~, in the absence of the Lieutenant or Captain, shall be remunerated at the hourly rate of Lieutenant for the period in charge. This ~~a~~Auxiliary ~~f~~Firefighter is also responsible for the completion of all post incident responsibilities of the OIC and shall also be remunerated at the ~~higher-Lieutenant~~ rate for these duties.
- ~~(b)(c)~~ Payment under 13(a) or 13(b) is at the first paypoint of the higher classification level and is payable only upon confirmation by the Chief Executive that the work at 13(a) or (b) has been performed.

10.14. Allowances

10.14.1 Captains allowance

(a) Captains shall be paid an annual allowance in compensation for the responsibilities as detailed in the Captains position description.

(b) Captains allowance is outlined as follows. The allowance shall be payable at the rate of 1/12 of the annual rate per month, in arrears.

<u>Urban Levy Population</u>	<u>Rate per annum</u>
0-1,000	\$1,500
1,001 - 3,000	\$4,501
3,001 - 5,000	\$6,002
5,001 - 8,000	\$7,504
8,001 - 10,000	\$9,005
10,000 +	\$10,504

(c) Population statistics - the population statistics applicable to urban levy boundaries shall be sourced from the latest Australian Bureau of Statistics National Census.

(d) Change of circumstances

- (i) A Captain in receipt of an allowance, who ceases to be eligible for the payment of such allowance due to a change in fire station staffing strategies, shall continue to receive such allowance for a period of 12 months from the date of the change.
- (ii) A Captain who transfers between fire stations shall adopt the allowance applicable to the new fire station.
- (iii) A Captain in receipt of an allowance who is demoted through either misconduct proceedings or voluntarily shall cease to receive such allowance from the date of the demotion.
- (iv) A Captain in receipt of an allowance who voluntarily transfers to another fire station, at a rank other than Captain, shall cease to receive such an allowance from the date of the transfer.

(e) An auxiliary firefighter at the rank of Captain shall be paid Captain's allowance for the first 28 calendar days of any paid period of long service leave.

(f) An auxiliary firefighter relieving as a Captain in accordance with clause 14-13 of this Award shall only be entitled to payment of Captains allowance where such relieving period is for seven days or greater.

14.2 Motor Vehicle Allowance

(a) Where the employer requires an employee to use their own vehicle in or in connection with the performance of their duties, such employee will be paid an allowance for each kilometre of authorised travel as follows:

- (i) motor vehicle - \$0.98 per kilometre; and
- (ii) motorcycle - \$0.34 per kilometre.

(b) The employer may require an employee to record full details of all such official travel requirements in a log book.

(c) Motor vehicle allowance is only payable for travel to an authorised event, structured training course or other approved QFD related activity which is in excess of the distance between their permanent residence/other employment and their home station.

10.2 On-call allowance

~~10.3 Where an auxiliary firefighter agrees, upon request, to be available on call the auxiliary firefighter will be paid an allowance for each 12 hour period on call, or part thereof, in accordance with the following scale:~~

~~10.4~~

~~10.5 Firefighter Grade 1 or Grade 2 — \$13.63 14.11 All other classifications~~

~~\$14.64 15.15~~

~~10.6~~14.3 Retention Allowance

(a) Auxiliary Firefighters shall be entitled to be paid annual retention allowances in accordance with the following provisions:

- (i) To be entitled to the retention allowance, an Auxiliary Firefighter must be employed as an Auxiliary Firefighter for the whole of the 12 month period prior to 1 January each year.
- (ii) Retention Allowance will be paid annually by the end of February each year, in recognition of attendance achieved for the 12 month period ending the previous 31 December.

~~(iii) Payment of the first retention allowance will be made in February 2017 for attendance achieved in the year ending 31 December 2016:~~

~~(iv)~~(iii) Retention allowances are payable as follows:

Attend at least 75% scheduled weekly training	Attend at least 50% but less than 75% of emergency incident call-outs	Attend at least 75% of emergency incident call-outs
Annual rate payable for year ending 31 Dec each year	Annual rate payable for year ending 31 Dec each year	Annual rate payable for year ending 31 Dec each year
\$953	\$683	\$953

~~10.7~~14.4 Auxiliary LII Swiftwater Rescue Allowance

~~(a) An Auxiliary LII Swiftwater Rescue Allowance of \$10.58 is payable on each occasion an Auxiliary Firefighter who holds the requisite LII Swiftwater Rescue qualification is activated, dispatched or otherwise directed or authorised by the Chief Executive to perform LII Swiftwater Rescue duties.~~

~~(b) The allowance is payable when the Auxiliary Firefighter is:~~

- ~~(i) performing or responding to an activation for the purposes of performing LII Swiftwater Rescue duties, where approved by the Chief Executive;~~
- ~~(ii) undertaking training or assessment required to obtain, refresh or maintain the LII Swiftwater Rescue qualification, where approved by the Chief Executive; or~~
- ~~(iii) participating in exercises or activities associated with LII Swiftwater Rescue capability, where approved by the Chief Executive.~~

~~(c) The Chief Executive may from time to time determine and publish through a policy, the number of Auxiliary Firefighters required, the specific locations, and any other circumstances and operational contexts in which Auxiliary Firefighter LII Swiftwater Rescue capability is required.~~

~~(d) The allowance is only payable in the circumstances set out in this clause and is not payable merely because an Auxiliary Firefighter:~~

- ~~(i) holds the requisite LII Swiftwater Rescue qualification; or~~

- (ii) is engaged at a location where LII Swiftwater Rescue capability has been determined as required.
- (e) The LII Swiftwater Rescue allowance is superannuable.
- (f) LII Swiftwater Rescue allowance does not form part of the employee's ordinary rate of pay for any purpose, including overtime, penalty rates or leave entitlements.
- (g) Payment of the allowance is contingent upon the Auxiliary Firefighter maintaining competency and currency in the LII Swiftwater Rescue qualification and functions in accordance with QFD requirements.
- (h) Nothing in this clause requires the QFD to deploy an Auxiliary Firefighter in preference to, or as an alternative to, firefighters engaged under the Fire and Rescue stream of the *Queensland Fire and Emergency Services Employees – Award 2016* to perform Swiftwater capability.

10.814.5 Adjustment of minimum salary levels and allowances

- (a) Amendments to minimum salary levels specified in clause 12.3 are made by a General Ruling or other decision of the commission adjusting minimum wage rates in this Award.
- (a)(b) Allowances specified in clauses 145.1, 145.3, 14.4 and 15.419.2 will be automatically increased from the same date and in the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in this Award.
- (b)(c) At the time of any adjustment to the wage rates in this Award, the expense related allowance at clause 15.214.2, will be automatically increased by the percentage movement in the private motoring sub-group as published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (c)(d) For the purpose of clause 15.514.5(c), the applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capital Consumer Price Index, as follows:

<u>Allowance</u>	<u>Eight Capitals Consumer Price Index</u> <u>(ABS Cat No. 6401.0)</u>
Motor vehicle allowance (last adjusted 1 September 2024)	Private motoring sub-group

11.15 Superannuation

- (a) Subject to Commonwealth legislation and clause 15(b), the employer must comply with superannuation arrangements prescribed in the *Superannuation (State Public Sector) Act 1990* (and associated Deed, Notice and Regulation).
- (b) Where Commonwealth legislation provides for choice of fund rights to an employee subject to this Award, and that employee fails to elect which superannuation fund to which employer contributions are directed, the employer will direct contributions to such fund as prescribed by the abovementioned Queensland legislation.

PART 5 – Hours of Work and Related Matters

16. Hours of work

16.1 Ordinary hours of work

- (a) The maximum ordinary hours of work are 10 hours per day, 10 consecutive hours per occasion, and 38 hours per week.

11.16.2 Spread of hours of work

- (a) Due to the nature of emergency work performed by ~~A~~auxiliary ~~F~~firefighters covered by this Award, the spread of hours of work shall be 0000 Monday to 2400 Sunday.

16.3 Payment for working ordinary hours

- (a) All ordinary hours performed by an Auxiliary Firefighter within the ordinary spread of hours prescribed in clause 16.2(a) shall be paid for as follows:

(i) between 0600 and 1800 Monday to Friday – ordinary rate + casual loading;

11.216.4 Late work penalty

- (a) Except where undertaking training, an Auxiliary Firefighter working ordinary hours provided at 16.4(a)(i) and (ii), is to be paid a penalty rate for all such time worked as follows:

(i) between 1800 and 0000 Monday to Friday – (ordinary rate + casual loading) + 15%.

(ii) between 0000 and 0600 Monday to Friday – (ordinary rate + casual loading) + 15%.

- (b) An Auxiliary Firefighter undertaking training during ordinary hours provided at 16.4(b)(i) and (ii), is to be paid for all such time worked as follows:

(i) between 1800 and 0000 Monday to Friday – ordinary rate + casual loading.

(ii) between 0000 and 0600 Monday to Friday – ordinary rate + casual loading.

- ~~(a)(c)~~ The penalty rate prescribed above is not payable for those ordinary hours worked on public holidays, where the Auxiliary Firefighter is to be paid as prescribed in clause 286(b).

11.316.5 Weekend work penalty

- (a) Except where undertaking training, an Auxiliary Firefighter working ordinary hours provided at 16.5(a)(i) and (ii), is to be paid a penalty rate for all such time worked as follows:

(i) between 0000 and 2400 on a Saturday – (ordinary rate + casual loading) x 1.5; and

(ii) between 0000 and 2400 on a Sunday – (ordinary rate + casual loading) x 2.

- (b) An Auxiliary Firefighter undertaking training during ordinary hours provided at 16.5(b)(i) and (ii), is to be paid for all such time worked as follows:

(i) between 0000 and 2400 on a Saturday – ordinary rate + casual loading; and

(ii) between 0000 and 2400 on a Sunday – ordinary rate + casual loading.

- ~~(a)(c)~~ The penalty rate prescribed above is not payable for those ordinary hours worked on public holidays, where the Auxiliary Firefighter is to be paid as prescribed in clause 286(b).

13 Weekend penalty rates

(i) ~~Except where an auxiliary firefighter is undertaking training, all ordinary hours worked between midnight Friday and midnight Sunday shall be attract paid a penalty rate applied to their base hourly rate for all such time worked.~~

(b) ~~The penalty rate shall increase over a transition period in accordance with the following timetable:~~

	Penalty rate payable as from 1 January 2016	Penalty rate payable as from 1 July 2016	Penalty rate payable as from 1 July 2017	Penalty rate payable as from 1 January 2018	Penalty rate payable as from 1 July 2018
Percentage of base hourly rate per hour for Saturday work	128%	135%	150%	150%	150%
Percentage of base hourly rate per hour for Sunday work	128%	135%	150%	175%	200%

~~The penalty rate prescribed above is not payable for those ordinary hours worked on public holidays, where the auxiliary firefighter is to be paid as prescribed in clause 26(b):~~

14 Late work

(i) ~~Except where undertaking training, an auxiliary firefighter working ordinary hours between 1800 and 0600, Monday to Friday inclusive, is to be paid a penalty rate per hour for all such time worked.~~

(b) ~~The rate of the allowance shall increase over a transition period in accordance with the following timetable:~~

	Penalty rate payable as from 1 January 2016	Penalty rate payable as from 1 July 2016	Penalty rate payable as from 1 July 2017
Percentage of casual hourly rate per hour	105%	110%	115%

~~The penalty rate prescribed above is not payable for those ordinary hours worked between midnight Friday and midnight Sunday, or on public holidays, where the provisions of clause 18 or clause 26, as the case may be, apply.~~

~~12.~~

~~13.17.~~ Meal breaks

(a) Subject to operational requirements at emergency circumstances/incidents, employees will be allowed a 30 minute paid meal break during work periods exceeding 4 hours in duration.

~~(a)(b)~~ Where the employer requires the employee to continue to respond to an emergency incident and a 30 minute paid meal break is not accessed, the employee will be paid a meal allowance of \$17.35.

~~14.18.~~ Rest pauses

(a) ~~All aAuxiliary F~~ auxiliary firefighters are entitled to a paid rest pause of 10 minutes duration in the employer's time for work periods exceeding 4 hours but less than 6 hours in duration.

~~(a)(b)~~ Where work periods are 6 hours or greater, employees will be entitled to a paid 10 minute rest pause in the 1st and 2nd half of the employee's work period.

~~(b)(c)~~ All rest pauses shall be taken at such times as will not interfere with the continuity of work where such continuity is necessary.

~~(a) Call-in~~

~~(a) — An auxiliary firefighter called in for duty shall be paid the appropriate rate for time worked for each call in with a minimum of 2 hours' payment. However, any subsequent call in which commences within 2 hours of the commencement of a previous call in shall be deemed to be included in the previous call in.~~

~~(b) — Claims for payment are to be made to the nearest 15 minute interval, with a minimum payment of 2 hours for each event.~~

~~(c) — Paid time for attendance at emergency incidents shall commence from the time the auxiliary firefighter receives a call/page and conclude upon completion of post incident responsibilities.~~

~~(d) — Auxiliary firefighters who respond to the station and who are not required to initially turn out shall remain on duty until whichever of the following occurs first:~~

~~(i) — a "stop" call is received;~~

~~(ii) — the OIC directs them to "stand down" and await further advice; or~~

~~(iii) — one hour from the initial call/page has passed.~~

~~(e) — Remuneration claims for individual tasks undertaken in connection with authorised projects or administrative responsibilities, e.g. phone calls, are to be accumulated on the basis of actual hours worked, to the nearest 15 minute interval, during the respective pay period and claimed as a lump sum.~~

19. Overtime

14.119.1 Payment for overtime

(a) All authorised overtime worked by an employee in excess of the ordinary hours of work as prescribed at clause ~~16.1(a)~~~~17(b)~~, on a Monday to Saturday, inclusive, shall be paid at the rate of time and a half for the first 3 hours and double thereafter.

(b) All authorised overtime worked by an employee in excess of the ordinary hours of work as prescribed at clause ~~16.1(a)~~~~17(b)~~ on a Sunday shall be paid at double time~~the rate prescribed in the timetable at Clause 18(b)~~.

~~(b)(c)~~ Overtime is to be calculated to the nearest 15 minute interval~~quarter of an hour~~.

14.219.2 On call – additional payments allowance

(a) Where an ~~a~~Auxiliary ~~f~~Firefighter agrees, upon request, to be ~~available~~ on call to respond to incidents and emergency calls as detailed in the Auxiliary Firefighter's position descriptions, the ~~auxiliary firefighter~~Auxiliary Firefighter will be paid an allowance for each 12 hour period on call, or part thereof, in accordance with the following scale:

(i) Auxiliary Firefighter Recruit, Grade 1, ~~or~~ Grade 2 or Grade 3 \$15.77~~14.11~~

(ii) Captains and Lieutenants All other classifications
\$16.85~~15.15~~

14.319.3 Recall to work - from on call

- (a) An Auxiliary Firefighter who has agreed and has been authorised to be on call and who is recalled to perform work shall be paid for the time worked at the relevant ordinary rates prescribed in clause 12.3.
- (b) Recall to work shall be calculated from the time the Auxiliary Firefighter receives a notification and concludes upon completion of post-incident responsibilities, with a minimum payment as for 3 hours' work.
- (c) Any subsequent recall which commences within 3 hours of the commencement of a previous recall shall be deemed to be included in the previous recall from on call.

20. Deployment Conditions

- (a) Deployment conditions for Auxiliary Firefighters will be determined by the Chief Executive, and are available in relevant Auxiliary Firefighter deployment policy.

21. Method of calculating overtime and penalty rate payments

- (a) The method of calculating overtime and penalty rate payments for casual Auxiliary Firefighters are as follows:
 - (i) When an Auxiliary Firefighter is undertaking training:
 - (A) Late work penalty – ordinary rate + casual loading
 - (B) Weekend penalty Saturday – ordinary rate + casual loading
 - (C) Weekend penalty Sunday – ordinary rate + casual loading

Note: Late work penalty and weekend penalties are not payable when undertaking training as per clause 16.4 and 16.5.
 - (ii) When an Auxiliary Firefighter is completing all other work (excluding undertaking training):
 - (A) Late work – (ordinary rate + casual loading) + 15%
 - (B) Weekend penalty Saturday – (ordinary rate + casual loading) x 1.5
 - (C) Weekend penalty Sunday – (ordinary rate + casual loading) x 2
 - (iii) Public holidays
(ordinary rate + casual loading) x 2.5
 - (iv) Overtime
 - (A) 0000 Monday to 2400 Saturday
(ordinary rate + casual loading) x 1.5 for the first 3 hours
(ordinary rate + casual loading) x 2 after 3 hours
 - (B) 0000 to 2400 Sunday
(ordinary rate + casual loading) x 2

PART 6 – General Attendance, Leave of Absence and Public Holidays

22. Leave of Absence

- (a) An Auxiliary Firefighter may notify QFD that they are temporarily unavailable for work, training or emergency response for a period of less than three months.
- (b) Where an Auxiliary Firefighter advises their supervisor they intend to be absent for 3 months or more, the firefighter must provide details of their leave of absence for a period of up to 12 months from any or all regular duties.
- (c) An Auxiliary Firefighter who is on sick leave or workers' compensation leave from their primary employer must notify the QFD and must take a leave of absence from the QFD for the duration of that leave, unless otherwise approved. This may or may not occur at the same time as the workers' compensation matter is resolved.
- (d) The Chief Executive may ask the Auxiliary Firefighter to provide reasons for the leave.
- (e) Where the leave of absence is for 3 months or more, all uniforms and personal protective clothing must be returned to the firefighter's home station for the duration of the leave, unless otherwise approved.
- (f) A leave of absence will not constitute a break in service for the calculation of long service leave. However, any period of leave exceeding 3 months will not be counted as service.
- (g) Before returning from leave of absence, the Chief Executive may require an Auxiliary Firefighter to provide evidence that they continue to meet the medical, training, competency and operational requirements necessary to safely perform Auxiliary Firefighter duties.

23. Review of General Attendance

- (a) An Auxiliary Firefighter's general level of attendance will be monitored by the Chief Executive, over each 3 month period, exclusive of periods of approved leave.
- (b) As a result of the review of general attendance an Auxiliary Firefighter may be contacted by QFD to confirm their ongoing availability.
- (c) There will be an annual review of general attendance of all Auxiliary Firefighters at 1 December to facilitate the retention allowance.

24. Personal leave

- (a) Unpaid personal leave is provided for in Division 6 of the QES and covers:
 - (i) carer's leave in section 43, 44 and 45;
 - (ii) compassionate and bereavement leave, sections 48, 49 and 50; and
 - (iii) cultural leave section 51.

25. Domestic and family violence leave

- (a) Domestic and family violence leave is provided for in Division 7 of the QES.

Note: Where a directive about domestic and family violence leave covers a casual employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.

15.26. Parental leave

- (a) Unpaid parental leave is provided for in Division 8 of the QES and covers:
- (i) birth-related leave for an employee who is pregnant or whose spouse gives birth;
 - (ii) adoption leave;
 - (iii) surrogacy leave; and
 - (iv) cultural parent leave.
- (b) (i) An employee who is pregnant, whether or not they have given their employer written notice of the date/s on which they propose to start and/or end parental leave, must:
- (A) commence parental leave at least 6 weeks prior to the expected date of birth of the child; and
 - (B) remain on parental leave until at least 6 weeks after the birth of the child.
- (ii) An employer may at the request of the employee and on receipt of a certificate from a medical practitioner certifying that in the opinion of the medical practitioner:
- (A) the employee is fit for duty until a specified date - reduce the period mentioned in clause 26(b)(i)(A); or
 - (B) the employee is fit to resume duty - reduce the period mentioned in clause 26(b)(i)(B).
- (iii) If the employer makes a decision under clause 26(b)(ii)(A) to reduce the period, the approval is of effect until:
- (A) the day specified in the medical certificate; or
 - (B) the day 14 days after the day the employer revokes the decision by giving written notice to the employee; or
 - (C) the employee commences parental leave; or
 - (D) the day of the employee's confinement.
- whichever happens first.

16.27. Long service leave

- (a) Long service leave is provided for in Division 9 of the QES.
- (b) In lieu of the provisions of sections 95(2)(a) and (b) of the Act, ~~a~~Auxiliary ~~f~~Firefighters who complete 10 years' continuous service are entitled to long service leave at the rate of 1.3 weeks on full pay, for each year of continuous service and a proportionate amount for an incomplete year of service. 'Full pay' will be calculated in accordance with the provisions in the Act for casual employees.

17.28. Public holidays

- (a) Public holidays are provided for in Division 10 of the QES. Clauses ~~28~~6(b) and (c) supplement the

QES provisions.

- ~~(b)~~ An Auxiliary Firefighter who is required to work on a public holiday will be paid at the rate of double time and one-half for any hours worked, with a minimum payment of 4 hours' work for the day.
- ~~(c)~~ Should an Auxiliary Firefighter be required to work again within that 4 hour period no further minimum payment shall apply.
- ~~(d)~~ Should an Auxiliary Firefighter be required to work again subsequent to the initial 4 hour period, the minimum payments at clause 8.1(c) shall apply.
- ~~(e)~~ Where an alternative day is declared for a public holiday, the penalty payment and minimum payment prescribed in clause 286(b) shall only be payable for work performed on the day normally attributable to the public holiday (e.g. 1 January) and not another substituted day in lieu.
- ~~(b)(f)~~ An employee, while employed by QFD, is only entitled to be paid for a show holiday once in each calendar year in the district of the Auxiliary Firefighters home station.

PART 7 – Fares and Travelling

~~18.29. Fares and travelling~~ – Payment for travel time

- ~~(a)~~ An Auxiliary Firefighter (including as an instructor or trainer) who is required to travel to or from mandatory or classification progression related training that is approved by QFD will be paid travel time.
- ~~(b)~~ Where an employee spends their own time travelling to or from mandatory or classification progression related training, the excess travel time will be paid at the ordinary rate of single time (including the casual loading at 8.1(b)).
- ~~(c)~~ Travel time is calculated to the nearest quarter of an hour, based on:
 - ~~(i)~~ the period of time which would reasonably have been taken by the most practicable direct route using approved means of transport; or
 - ~~(ii)~~ in the case of an unavoidable delay during the journey, the time actually involved.
- ~~(b)(d)~~ Mandatory and classification progression related training includes:
 - ~~(i)~~ any training required to attain or maintain skills and/or qualifications associated with any Auxiliary Firefighter role, stream or specialisation; and
 - ~~(ii)~~ all approved training that is associated with an employee's professional development or attempted progression within QFD Auxiliary Firefighter ranks.
- ~~(e)(e)~~ Excess travel time is the additional time an employee spends travelling to and from mandatory and classification progression related training. It is calculated from when an employee commences their journey (e.g. from their home or work location) and ends when they reach their final destination (e.g. accommodation or training venue), less the time the employee would usually spend travelling between their residence and their work location (the time in excess of their usual travelling time).
- ~~(d)(f)~~ QFD recognises that total work time and travel time to mandatory or classification progression related training should not exceed the maximum ordinary hours for that day.

- (e) — (i) — ~~Where an auxiliary firefighter is required to travel to attend a structured training course or other approved QFES related activity and suffers a loss of ordinary wages (i.e. from other employment) as a direct result (e.g. required to take time off without pay), they may apply for compensation.~~
- (ii) ~~Upon provision of satisfactory evidence, the delegate may approve payment for this time at the auxiliary firefighter's base rate per hour lost up to a maximum of eight hours per day.~~
- ~~An auxiliary firefighter will not be remunerated for any time spent travelling to attend a structured training course or other approved QFES related activity, under any other circumstances.~~

PART 8 – Training and Related Matters

30. Training, learning and development

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

31. Training arrangements

In planning and conducting training activities, the employer and each employee are to ensure the following principles are observed:

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

PART 98 – Personal Protective Equipment

19.32. Uniforms

- (a) All necessary uniforms and overalls shall be supplied by the employer free of cost to the employee. An ~~a~~Auxiliary ~~f~~Firefighter shall make every reasonable effort to maintain all such property in a clean and serviceable condition.
- (~~a~~)(b) The cost of all necessary cleaning of employees' firefighting apparel such as turnout coat, overtrousers and gloves shall be borne by the employer provided that an employee authorised by the employer shall decide when such items require cleaning.
- (~~b~~)(c) Boots shall be supplied by the employer, at no cost to the employee.
- (~~e~~)(d) Where an employee is able to establish, to the satisfaction of the employer, that there is a requirement for boots to be made to measure, the employer shall provide such boots.

PART 109 – Union Related Matters

20.33. Union encouragement

- (a) The parties recognise the right of individuals to join a union and will encourage that membership. However, it is also recognised that union membership remains at the discretion of individuals.
- (~~a~~)(b) An application for union membership and information on the union will be provided to all employees at the point of engagement.
- (~~b~~)(c) Information on the union will be included in induction materials.
- (~~e~~)(d) Union representative/s will be provided with the opportunity to discuss union membership with new employees.

21.34. Union delegates

- (a) The parties acknowledge the constructive role democratically elected union delegates undertake in the workplace in relation to union activities that support and assist members. That role will be formally recognised, accepted and supported.
- (~~a~~)(b) Employees will be given full access to union delegates/officials during working hours to discuss any employment matter or seek union advice, provided that service delivery is not disrupted and work requirements are not unduly affected.
- (~~b~~)(c) Provided that service delivery and work requirements are not unduly affected, delegates will be provided convenient access to facilities for the purpose of undertaking union activities. Such facilities include: telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.
- (d) Subject to the relevant employee's written approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.
- (~~e~~)—Delegates who are invited by QFDES to attend workshops, conferences and meetings may, at the discretion of QFDES, be remunerated at their ordinary ~~casual hourly rate~~ plus casual loading (including the 25% loading), plus applicable motor vehicle allowances. Travel time up to a

maximum of 8 hours per day may only be paid where the ~~a~~Auxiliary ~~f~~Firefighter incurs a loss of wages from other employment.

22.35. Right of entry

(a) Authorised industrial officer

(i) An 'authorised industrial officer' is any union official holding a current authority issued by the Industrial Registrar.

(ii) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the union.

(b) Entry procedure

(i) An authorised industrial officer may enter a workplace at which the employer carries on a calling of the officer's organisation, during the employer's business hours to exercise a power under Chapter 9, Part 1, Division 5, Subdivision 2 of the Act as long as the authorised industrial officer:

(A) has notified the employer or the employer's representative of the officer's presence; and

~~(A)~~**(B)** produces their authorisation, if required by the employer or the employer's representative.

(ii) Clause 3~~5~~4(b)(i) does not apply if, on entering the workplace, the officer discovers that neither the employer nor the employer's representative having charge of the workplace is present.

(iii) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.

(iv) If the authorised industrial officer does not comply with a condition of clause 3~~5~~4(b)(i) the authorised industrial officer may be treated as a trespasser.

(c) Inspection of records

(i) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 339 of the Act.

~~(i)~~**(ii)** An authorised industrial officer is entitled to inspect such time and wages records of any current employee except if the employee:

(A) is ineligible to become a member of the authorised industrial officer's union; or

(B) has made a written request to the employer that they do not want their record inspected.

~~(ii)~~**(iii)** The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.

~~(iii)~~**(iv)** A person must not, by threats or intimidation, persuade or attempt to persuade an employee or prospective employee to make, or refuse to make, a written request to the employer or prospective employer that the record not be available for inspection by an authorised industrial officer.

(d) Discussions with employees

An authorised industrial officer is entitled to discuss with the employer, or a member, or employee eligible to become a member of the union:

(i) matters under the Act during working or non-working time; and

(ii) any other matter with a member or employee eligible to become a member of the union, during non-working time.

(e) Conduct

(i) The employer must not obstruct the authorised industrial officer exercising their right of entry powers.

(ii) An authorised industrial officer must not wilfully obstruct the employer, or an employee during the employee's working time.

Note: Clause 3~~4~~5 - Right of entry, deals with comparable provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to Chapter 9, Part 1, Division 5 of the Act as amended from time to time.

Schedule 1 – Generic Level Statements – Auxiliary Firefighter Stream

Auxiliary Firefighter

Work level description

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

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

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

Characteristics of the level

Work may initially be performed under close supervision by a more experienced officer; however, this supervision is expected to reduce as experience increases. Employees at this level may operate individually or as a member of a team within a work group.

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

Positions at this level may have limited supervisory responsibilities with more experienced staff assisting new staff by providing guidance and advice. Positions at this level may take on the role of Officer-in-Charge (OIC) at an emergency incident.

Duties and skills

Positions at this level may involve an employee in a range of activities including the performance of non-repetitive tasks governed by established methods, techniques, procedures, specific guidelines and standardised instructions, which may apply to a work situation or an incident.

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

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

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

Training

To maintain operational suitability, all Auxiliary Firefighters are expected to participate in scheduled training activities as outlined in the Workforce Training Plan. Participation in training, as outlined in the Workforce Training Plan, is critical to maintaining the skills, knowledge, and operational readiness required to respond safely and effectively. Auxiliary Firefighters who do not meet required training obligations may be deemed unsuitable for deployment or maybe removed from active response arrangements.

A local training roster will be developed and communicated at the fire station level to support the delivery of training outlined in the Workforce Training Plan. Participation in approved training activities will be paid in accordance with applicable industrial instruments.

Maintaining operational readiness is a shared responsibility: while the QFD provides access to scheduled training, individuals are expected to proactively engage and maintain awareness of their own training status, including tracking completion of required competencies.

Progression within the level

Progression to the Grade 1 Auxiliary Firefighter classification level is compulsory, whilst further progression to the Grade 3 Auxiliary Firefighter classification level is based on fire station requirements as determined by the Chief Executive.

Progression through the Auxiliary Firefighter classification level is based on attaining the necessary skills outlined in the Auxiliary Firefighter Training Framework.

<u>Rank</u>	
<u>Auxiliary recruit</u>	<u>Employees at this level will acquire foundational skills.</u>
<u>Auxiliary Firefighter Grade 1</u>	<u>Employees at this level will have successfully completed foundational skills. Employees at this level will acquire intermediate skills.</u>
<u>Auxiliary Firefighter Grade 2</u>	<u>Employees at this level will have successfully completed intermediate skills and 200 hours worked (reasonable combination of training and response) before progression to Grade 3 or Lieutenant.</u>
<u>Auxiliary Firefighter Grade 3</u>	<u>Employees at this level will complete specialist skills as determined by the Chief Executive including command and control skills.</u>

Where a fire station does not have an Auxiliary Lieutenant or Auxiliary Captain the Chief Executive may determine progression for a Grade 2, as required.

All employees within this level will be required to continue skills, drills and knowledge maintenance, assessment and appraisal through programmed training. Similarly, regardless of length of service at the level when any new skills or knowledge are introduced, every employee will be required to undertake training and demonstrate the appropriate understanding required. Employees at the rank of Auxiliary Firefighter grade 2 and grade 3 will also assist and relieve Auxiliary Lieutenants as required.

Auxiliary Lieutenant

Work level description

Appointment to this level requires proven expertise with demonstrated proficiency in applying established techniques to respond to emergency incidents.

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

Characteristics of the level

Employees at this level work under general direction of an Auxiliary Firefighter Captain, but must work with a level of independence, often being a senior operations person at an incident. The employee will be required to undertake a range of functions, which may require the application of technical skills and experience or the practical application of a high level of skills. Employees at this level may operate individually or as a member of a team within a work group.

Supervision of subordinate employees within a fire station/incident may be a feature of this level. Positions at this level may take on the role of Officer-in-Charge (OIC).

Whilst there is some scope for the exercising of initiative and discretion in the application of established work practices and procedures, problems can generally be solved by reference to documented methods and instructions.

Policies, procedures and operating standards are defined through established guidelines, requirements and procedures and through recognised techniques and methods associated with respond to emergency incidents.

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

Assistance is usually available from the Auxiliary Firefighter Captain and/or Inspector if required when problems occur, although problems are usually resolvable by reference to procedures, documented methods and instructions.

Duties and skills

Work at this level requires a sound knowledge of the organisation's/area's functions and the requirements of established guidelines, practices and other relevant procedures which may apply to a work situation or an incident.

A sound knowledge of the operating procedures is required. Employees at this level must function within these established protocols but must also exercise discretion as to determining which matters should be referred to a higher level for direction.

Supervisory responsibilities may include co-ordination of workflow processes, training of subordinate staff, responsibility of the quality of output of the fire station, and providing general information and advice in relation to subordinates.

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

Knowledge and compliance with regulations, codes and specialist skills may be required.

Movement within the Lieutenant classification – increments

This rank contains 2 paypoints.

Appointment to the Lieutenant classification will be at paypoint 1 and subject to having successfully completed pre-defined components and skills outlined in the Auxiliary Firefighter Training Framework.

Progression for a Lieutenant from paypoint 1 to paypoint 2, will occur on 12 month's **continuous service** with QFD when:

- (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 this clause, **continuous service** for a casual employee is considered to be broken if more than 3 months, excluding any public holidays, has elapsed between the end of one employment contract and the start of the next employment contract.

All employees at this level will be required to continue skills, drills and knowledge maintenance, assessment and appraisal, including those at the top of the level. From this same point of view, it will be required that skills and knowledge will be maintained and that periodic assessments will be conducted of all employees. Similarly, regardless of length of service at the level when any new skills or knowledge are introduced, every employee will be required to undertake training and demonstrate the appropriate understanding required.

Employees at this level will also assist and relieve Captains as required.

Auxiliary Captain

Work level description

Work at this level requires specialised knowledge in relation to responding to emergency incidents.

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

Employees will be responsible for a fire station's operations.

High levels of initiative in accomplishing objectives may be required to be exercised either on an individual basis or in a shared fire station environment.

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

Characteristics of the level

Work is performed either independently with guidance from superiors only received for those aspects of work which involve new or sophisticated techniques or relate to areas outside the position's normal span of activity. Positions at this level will take on the role of Officer-in-Charge (OIC) of the fire station and at emergency incidents.

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

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

Duties and skills

Duties include the supervision of a fire station, with responsibility for the standard of workmanship, completion of work assignments and allocation of resources.

Interpretation of guideline material and documented precedents and the application of judgement may be required in determining solutions to problems and meeting organisational objectives.

Whilst there is some scope for exercising initiative in the application of established work practices and procedures, assistance is usually available from a Senior Officer if required when problems occur, although problems are usually resolvable by reference to procedures, documented methods and instructions.

Employees are required to interpret contemporary operating policies and other relevant procedures in order to determine the most appropriate course of action.

Movement within the Captain classification – increments

This rank contains 2 paypoints.

Appointment to the Captain classification will be at paypoint 1 and subject to having successfully completed pre-defined components and skills outlined in the Auxiliary Firefighter Training Framework.

Progression for a Captain from paypoint 1 to paypoint 2, will occur on 12 month's **continuous service**

with FD when:

- (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 this clause, **continuous service** for a casual employee is considered to be broken if more than 3 months, excluding any public holidays, has elapsed between the end of one employment contract and the start of the next employment contract.

All employees at this level will be required to continue skills, drills and knowledge maintenance, assessment and appraisal, including those at the top of the level. From this same point of view, it will be required that skills and knowledge will be maintained and that periodic assessments will be conducted of all employees. Similarly, regardless of length of service at the level when any new skills or knowledge are introduced, every employee will be required to undertake training and demonstrate the appropriate understanding required.

Schedule 2 – Generic Level Statements – Auxiliary Firefighter Support Stream

Auxiliary Community Safety Officer

Work level description

Work at this level requires specialised knowledge in the delivery of community safety, education and risk reduction activities.

Work is undertaken under limited direction, with employees exercising judgement in determining work priorities and the detailed conduct of activities.

Employees are responsible for supporting organisational objectives through the coordination and delivery of community safety initiatives and engagement activities.

A degree of initiative may be required in achieving objectives, either independently or in collaboration with fire stations, community groups and other stakeholders.

An understanding of the organisation's functions coupled with knowledge of community safety programs, engagement strategies and organisational procedures is necessary for competent performance.

Characteristics of the level

Work is performed independently with guidance from supervisors generally limited to matters involving new initiatives, complex issues or activities outside the employee's normal area of responsibility.

Position objectives are clearly defined. Procedures and operating standards are established through policies, guidelines, community safety frameworks and other organisational requirements.

Employees are expected to exercise judgement and discretion in determining appropriate approaches to achieve community safety outcomes. Any decisions taken or delegations exercised are undertaken within established policies, procedures, guidelines and legislative requirements.

A range of techniques, methods and processes may be available to perform the work and employees are expected to understand and appropriately apply these within the framework of their experience and training.

Duties and skills

Work at this level requires a sound knowledge of community safety principles, organisational objectives and relevant policies, procedures and programs.

Employees are required to apply specialised knowledge and skills in the planning, coordination and delivery of community safety initiatives and engagement activities.

The interpretation of policies, procedures, guidelines and community safety frameworks and the application of judgement may be required in determining appropriate approaches to achieve community safety outcomes.

The role requires the ability to establish and maintain effective relationships with internal and external stakeholders and to communicate information effectively to a range of audiences.

Employees may contribute to the development, implementation and evaluation of community safety programs and initiatives and provide advice within their area of expertise.

Auxiliary Area Trainer

Work level description

Work at this level requires specialised knowledge in the delivery, coordination and support of training and capability development activities.

Work is undertaken under limited direction, with employees exercising judgement in determining work priorities and the detailed conduct of activities

Employees are responsible for supporting operational capability through the coordination and delivery of training programs, assessments and competency maintenance activities.

A degree of initiative may be required in achieving objectives, either independently or in collaboration with fire stations and operational personnel.

An understanding of the organisation's functions coupled with knowledge of training systems, operational requirements and organisational procedures is necessary to ensure performance.

Characteristics of the level

Work is performed independently with guidance from supervisors generally limited to matters involving new initiatives, complex issues or activities outside the employee's normal area of responsibility.

Position objectives are clearly defined. Procedures and operating standards are established through training frameworks, policies, guidelines and organisational requirements.

Employees are expected to exercise judgement and discretion in the planning, coordination and delivery of training activities. Any decisions taken or delegations exercised are undertaken within established policies, procedures, training frameworks and organisational requirements. The exercise of judgement is generally guided by approved training standards, competency requirements and organisational priorities.

A range of techniques, systems and processes may be available to perform the work and employees are expected to understand and appropriately apply these within the framework of their experience and training.

Duties and skills

Work at this level requires a sound knowledge of training and capability development frameworks, operational requirements and organisational procedures.

Employees are required to apply specialised knowledge and skills in the coordination, delivery and support of training and capability development activities to maintain operational readiness and workforce capability.

The interpretation and application of policies, procedures, training standards and assessment requirements may be required in determining appropriate approaches and solutions to training and capability issues.

Employees are expected to establish and maintain effective working relationships with fire stations, operational personnel and other stakeholders, providing advice and guidance within their area of expertise.

Work may involve contributing to the development, implementation and evaluation of training programs, resources and capability initiatives, as well as monitoring and reporting on training participation, competency maintenance and related outcomes.

Contemporary knowledge of operational requirements, training methodologies and organisational systems is required to support effective performance at this level.

By the Commission, [L.S.] M. SHELLEY,
Industrial Registrar.