

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 698 - reprint of award

**QUEENSLAND FIRE AND RESCUE SERVICE COMMUNICATIONS
CENTRES AWARD - STATE 2003**

Pursuant to s. 698 of the *Industrial Relations Act 1999* Queensland Fire and Rescue Service Communications Centres Award - State 2003 with all amendments as at 10 December 2009, is hereby reprinted.

I hereby certify that the Award contained herein is a true and correct Queensland Fire and Rescue Service Communications Centres Award - State 2003 as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill
Industrial Registrar

**QUEENSLAND FIRE AND RESCUE SERVICE COMMUNICATIONS
CENTRES AWARD - STATE 2003**

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Queensland Fire and Rescue Service Communications Centres Award - State 2003.

1.2 Arrangement

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1.3 Award coverage

This Award shall apply to employees of the Queensland Fire and Rescue Service whose rates of pay are prescribed herein and to the Queensland Fire and Rescue Service as employer in relation to such employees.

1.4 Date of operation

This Award takes effect from 12 May 2003.

1.5 Area of operation

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

1.5.1 Divisions

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

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

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

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

1.5.2 Districts

Northern Division:

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

Western District - The remainder of the Northern Division.

Southern Division:

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

Western District - The remainder of the Southern Division.

1.6 Parties bound

This Award is legally binding upon the employees as prescribed by clause 1.3 and their employer, and the United Firefighters' Union of Australia, Union of Employees, Queensland and its members.

1.7 Definitions

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

1.7.2 "Classification Level" comprises a number of paypoints through which employees will be eligible to progress.

1.7.3 "Commission" means the Queensland Industrial Relations Commission.

1.7.4 "Commissioner" means the Chief Commissioner or the Regional Commissioner of the Queensland Fire and Rescue Service or their delegate.

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

1.7.6 "Shift Work" means a roster pattern that consistently provides for work to be performed 7 days per week, which may include night shifts, weekends and public holidays.

1.7.7 "Union" means the United Firefighters' Union of Australia, Union of Employees, Queensland.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

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

2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.

2.1.3 Any proposed genuine agreement reached between an employer and employee(s) in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with the requirements of Chapter 6 of the Act and is to have no force or effect until approval is given.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Disputes and grievance procedures

3.1.1 There shall be an effective means of consultation between the Queensland Fire and Rescue Authority 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.

Failure to observe this fundamental principle of consultation would be contrary to the intention of this procedure.

The objectives of the procedure are to:

- (a) promote the prompt resolution of grievances by consultation, co-operation and discussion;
- (b) reduce the level of disputation; and
- (c) promote efficiency, effectiveness and equity in the workplace.

3.1.2 The Union shall notify the Commissioner in writing of its duly accredited delegates at all levels.

3.1.3 This procedure applies to all industrial matters within the meaning of the Act.

3.1.4 Stage 1

In the first instance, an employee shall inform such employee's immediate supervisor of a claim or the existence of a grievance in writing and they shall attempt to resolve the matter. It is recognised that an employee may wish to exercise the right to consult such employee's Union representative during the course of Stage 1.

3.1.5 Stage 2

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

3.1.6 Stage 3

If the grievance is still unresolved, the Manager will advise the Commissioner and the aggrieved employee may submit the matter in writing to the Commissioner if such employee wishes to pursue the matter further. If desired by either party, the matter shall also be notified to the Union.

3.1.7 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 48 hours and the procedure shall not extend beyond 7 days.
- Stage 2: Not to exceed 7 days.
- Stage 3: Not to exceed 14 days.

3.1.8 If the matter is still unable to be resolved, the parties may seek the assistance of the Commission.

3.1.9 Until the dispute or grievance is determined (and except when a *bona fide* safety issue is involved), work shall continue in accordance with normal operational procedures existing before the emergence of the dispute or grievance. No party shall be prejudiced as to the final settlement by the continuation of work.

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

4.1 Contract of employment

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

4.2 Part-time employment

4.2.1 Prior to the introduction of part-time employment, consultation shall occur between the parties. The following provisions will apply:

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

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

4.3 Temporary employment

4.3.1 "Temporary Employee" means an employee engaged as such in either a full-time or part-time capacity for a defined project or a specified period.

4.3.2 Eligibility for temporary employment will be dependent upon satisfying the competency standard prescribed for the position. Temporary employees shall be required to maintain this standard for the duration of the temporary engagement.

4.3.3 A temporary employee may be engaged in either a full-time or part-time capacity for a predetermined period, which will not usually exceed 6 months.

4.3.4 The method of working ordinary hours shall be the same as those prescribed for a full-time employee under this Award.

4.3.5 All leave provisions of this Award applying to full-time employees shall apply *pro rata* to temporary employees.

4.3.6 Upon permanent appointment, temporary service shall be counted as service provided that no more than 3 months has elapsed between the completion of temporary service and taking up a permanent appointment.

4.4 Casual employment

4.4.1 "Casual" means an employee who is engaged and paid on an hourly basis to work hours, which are not expected to continue on a defined basis and are fewer than those prescribed for full-time employees.

4.4.2 Casual employees shall be paid an hourly rate equal to 1/40th of the appropriate Classification Level rate plus 23% loading. Each engagement shall stand alone, with a minimum payment of 2 hours work for each engagement.

4.4.3 Appointments to casual positions shall only occur where there exists a short term, intermittent need.

4.4.4 Casual employment can be appropriate over an extended period where a small number of hours per week are involved.

4.4.5 Casual employees should not be used where there is a continuous requirement for work to be performed for a set number of hours each week, when a part time employee may be more appropriate.

4.4.6 The public holiday provisions of this Award shall apply provided that payment shall only be made for hours actually worked.

4.4.7 All leave provisions of this Award do not apply.

4.4.8 Casual employees will not be entitled to divisional and locality allowances.

4.5 Performance of higher duties

When an employee is appointed to relieve in a position at a higher Classification Level for a period that equals or exceeds one full day or shift, they will then be entitled to payment for the higher duties. Such higher duty payment will be at the first paypoint of the higher Classification Level for each full day or shift completed.

4.6 Termination of employment

4.6.1 Notice by employee

This shall not apply to casual employees.

- (a) Written notice of resignation of not less than 2 weeks shall be given by the employee. Such 2 weeks will not include annual leave.
- (b) Where 2 weeks' notice is not given, the equivalent amount of salary shall be forfeited in lieu thereof.
- (c) In the case of an employee whose resignation is to take effect less than 2 weeks after it is given, the employee shall forfeit 2 weeks' salary or such lesser amount as the employer considers to be fair and reasonable.

4.6.2 Notice by the employer

- (a) The employer may dismiss an employee only if:
 - (i) the employee has been given the period of notice required by clause 4.6.2(b), or compensation; or
 - (ii) the employee engages in misconduct of a type that would make it unreasonable to require the employer to continue the employment during the notice period.

- (b) The minimum period of notice is:

Period of Continuous Service	Period of Notice
not more than 1 year	1 week
more than 1 year, but not more than 3 years	2 weeks
more than 3 years, but not more than 5 years	3 weeks
more than 5	4 weeks

- (c) In addition to the notice in clause 4.6.2(b) employees over 45 years of age at the time of giving of notice and with not less than 2 years' continuous service, shall be entitled to an additional week's notice.
- (d) Payment in lieu of notice shall be made if the appropriate notice is not given:

Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (e) In calculating any payment in lieu of notice the ordinary time rate of pay for the employee concerned shall be used.
- (f) The period of notice in clause 4.6.2 shall not apply in the case of dismissal for misconduct or other grounds that justified instant dismissal, or in the case, or in the case casual, or temporary employees, or to employees on daily hire, or employees engaged for a specific period of time or for a specific task or tasks.

4.7 Termination of employment, introduction of change and redundancy

Except as provided for in clause 4.6 the Chief Executive shall observe the terms and conditions of the Termination of Employment, Introduction of Changes and Redundancy Model Clause contained in the decision of the Full Bench incorporated in the transcript of proceedings of 7 November 2001, in matters following the State Wage Case B882 of 1999, in relation to Principle 12 Award review (Case B1733 of 1999).

The provisions of the clause relating to Redundancy will apply except where inconsistent with arrangements contained in a directive issued by the Public Service Commissioner pursuant to section 34 of the *Public Service Act 1996*.

4.8 Anti-discrimination

- 4.8.1 It is the intention of the parties to this Award to prevent and eliminate discrimination as defined by the *Anti-Discrimination Act 1991* and the Act, as amended from time to time, which includes:
- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of the above attributes.
 - (b) sexual harassment; and
 - (c) racial and religious vilification.
- 4.8.2 Accordingly in fulfilling their obligations under the disputes and grievance procedures in clause 3.1, the parties to the Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 4.8.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 4.8.4 Nothing in clause 4.8 is to be taken to affect:
- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*; or
 - (b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Classification and pay system

- 5.1.1 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.
- 5.1.2 An employee's work role will be outlined in a Position Description. Position Descriptions will be graded against the Generic Level Descriptors as specified in the classification structure.
- 5.1.3 Employees temporarily called upon to perform work at a higher Classification Level will attract a pay rate applicable to that level, provided they have undertaken and satisfactorily performed work at the higher level for the prescribed minimum period, or longer.
- 5.1.4 The employer may direct an employee to carry out any duties as are within the limits of the employee's skill and competency and consistent with the classification structure.
- 5.1.5 Where work is restructured to meet business needs or operations expanded into new areas, Position Descriptions will be created and graded according to the Generic Level Descriptors. The Position Descriptions will detail the general role context and the specific competencies required of employees at the relevant location.
- 5.1.6 Work will be undertaken within a flexible environment. Prescriptive work schedules, which restrict work options, should not be used.
- 5.1.7 Movement within all levels will be subject to satisfactory performance assessment and completion of specified prerequisites as detailed in the Generic Level Descriptors.
- 5.1.8 Movement between all Classification Levels will be dependant upon advertised vacancies and subject to satisfactory performance assessment and completion of specified prerequisites as detailed in the Generic Level Descriptors.

5.2 Generic level descriptors

- 5.2.1 "Generic Level Descriptor" means a broad statement of the duties, skills and responsibilities indicative of a given Classification Level.
- 5.2.2 *Communications officer level 1 (CO1)*
- (a) Work Level Description

Positions at this Level primarily involve the delivery of communications services. Work routines, methods and procedures are clearly established and there is limited scope for deviation.

The range of activities undertaken will be increasingly amended as the employee becomes more experienced.

On the job training is a dominant feature of this Level, particularly for less experienced employees.

(b) Level of Supervision

Work may initially be performed under close supervision by a CO2 or operational officer, however, this supervision is expected to reduce as experience increases, and the employee is able to contribute more significantly.

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

(c) Characteristics of the Level

At this level there are a number of established methods, techniques, and Standard Operating Procedures which apply to a work situation or an incident. This position must function within these established protocols but must also exercise some discretion as to determining which matters should be referred to a CO2 for direction.

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

Whilst supervision of other employees is not normally a feature at this level, employees could, however, be required to assist new staff and trainees by providing general information, guidance and advice. Employees will be required to provide basic administrative, organisational and training support related to the Communications Centre's operations.

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

(d) Duties and Skills

Positions at this level may involve an employee in a range of activities including the performance of tasks governed by established procedures, specific guidelines and standardised instructions.

Duties include but are not limited to:

- (i) answering calls for assistance in association with emergency incidents;
- (ii) basic administrative duties, including computer operation;
- (iii) prompt dispatch of appropriate resources to calls for assistance, in accordance with Standard Operational Procedures;
- (iv) assist in conducting basic on the job training and coaching activities for new or less experienced employees;
- (v) workplace maintenance and organisation;
- (vi) monitor appliance and crew movements;
- (vii) monitor Firecom alarm systems and liaise with alarm company technicians; and
- (viii) other duties for which officers are suitably trained, skilled and/or qualified.

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

Technical skills in the use of computer equipment are required in order to effectively operate Fire Service systems to perform routine and standard functions, and organise duties across a working day to meet regular workload requirements.

Coordination responsibilities may include coordination of workflow processes.

Knowledge and compliance with regulations, Codes of Practice, policies, procedures and instructions is required.

Duties at this level include application of keyboard skills, support services and the collating and analysis of statistics.

(e) Progression within the level

This level contains 3 paypoints.

New employees will commence at paypoint 1 (PP1).

Whilst there are no fixed time frames for progression through this level, it is envisaged that progression to PP3 can be achieved within 3 years from the date of commencement; and

Upon engagement, new employees will be required to complete a formal Communications Training Program which will include practical, classroom, simulated, live, self-paced and where applicable, local components. The course will cover all Core Skills necessary for employees to perform the basic requirements of all level 1 functions.

On successful completion of a 12 month period including examination, assessment and ongoing appraisal, an employee will progress to PP2.

Further progression between paypoints for positions at this level will be dependant upon -

- (i) successful completion of predefined components of specified training programs;
- (ii) ongoing Performance Management and Development;
- (iii) competent delivery of operational skill requirements;
- (iv) achievement of necessary accreditations; and
- (v) satisfactory achievement levels for formal examination.

All employees in level 1 will be required to continue skills and knowledge maintenance, assessment and appraisal through programmed training provided by either CO2's on shift or training officers.

Where an employee elects to progress from PP2 to PP3, progression will be dependant upon the acquisition of Core Skills for Level 2 which will provide employees with the necessary skills and abilities to fulfil the basic requirements of a Level 2 position when required to do so.

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 who progress to PP3 may be required to assist or relieve CO2's.

5.2.3 *Communications officer level 2 (CO2)*

(a) Work level description

Appointment to this level requires expertise in the communications field with demonstrated proficiency in applying established techniques. Extensive knowledge and understanding of Communications Centre operations and procedures is vital.

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.

The capacity to provide supervision for Level 1 officers is a prerequisite of this level.

(b) Level of supervision

Employees at this level work under the direction of more senior officers and undertake a range of functions, which require the application of computer and telephone skills and experience and the practical application of a high level of interpersonal skills.

Position objectives are clearly defined. Procedures and operating standards are defined through guidelines, organisational requirements and Standard Operating Procedures, and through recognised techniques and methods associated with communications management.

A range of varied techniques, systems, methods or processes are available to perform the work, and the employee is expected to understand and to exercise the necessary discretion in their use.

(c) Characteristics of the level

Supervision of subordinate employees within a small discrete work group or function may be a feature of this level.

Assistance is usually available from more senior officers if required when problems occur. There is some scope for the exercise of initiative in the application of established work practices and procedures, however, problems are usually resolved by reference to procedures, documented methods and instructions. Employees are required to interpret operating policies and Standard Operating Procedures in order to determine the most appropriate course of action. Employees at this level will also start to become concerned with the development of more efficient work practices, and recommendations related to improvements in Standard Operating Procedures.

Employees at this level are competent to provide authoritative information to less experienced officers within the work team or under their direct supervision.

(d) Duties and skills

Work at this level requires a sound knowledge of the organisation's functions and the requirements of communications services.

A sound knowledge of the Standard Operating Procedures is required.

Guidance from more experienced officers is only received for those aspects of the work which involve new or more techniques or relate to areas outside the position's normal span of activity.

Duties include but are not limited to:

- (i) supervision and management of emergency calls;
- (ii) competent operation of communications/network systems to maintain adequate fire cover and support of emergency service crews;
- (iii) supervision of CO1's including human resource management functions such as performance appraisal, employee development needs and employee induction;
- (iv) development of recommendations for enhanced Standard Operational Procedures, Standard Administrative Instructions, training material and administrative and operational functions.
- (v) project work, implementation of policies and procedures and routine and specific report writing;
- (vi) assist in the development and conduct of formal training and education programs and provide on the job training;
- (vii) co-ordination and analysis of Communications Centre activities to contribute to continuing improvement initiatives and to develop and maintain a budget and manage distribution of material resources; and
- (viii) maintain effective community and media relations.

(e) Progression within the Level

This Level contains 3 paypoints.

New appointees will commence at PP1.

Progression through PP1 to PP3 will be dependent upon successful completion of theoretical and practical assessments linked to relevant training.

Employees who progress to paypoint 3 must demonstrate highly developed skills and knowledge, beyond those expected for lower paypoints in this level.

Progression within this level will see a number of changes in the way in which the employee carries out their responsibilities -

- (i) demonstrated proficiency in application of advanced techniques;
 - (ii) demonstrated ability to effectively assign work to, and check the work of other employees, as well as carrying out staff training; and
 - (iii) evidence of capacity to effectively co-ordinate activities.
- (f) In addition, progression will be dependent upon:
- (i) continuing completion of relevant training elements;
 - (ii) ongoing Performance Planning and Review;
 - (iii) competent delivery of operational skill requirements;
 - (iv) achievement of necessary accreditation;
 - (v) satisfactory achievement levels for formal examinations; and
 - (vi) demonstrated supervision capabilities.

All employees in Level 2 will be required to continue skills and knowledge maintenance, assessment and appraisal.

Similarly, regardless of length of service at the level when any new skills or knowledge are introduced, every employee will be required to undertake training and demonstrate the appropriate understanding required.

5.3 Salaries

5.3.1 "Paypoint" means the specific rate of remuneration payable to employees within a Classification Level.

5.3.2 The following salaries shall be the fortnightly base rate payable for Classification Levels CO1 and CO2 employees in the Eastern District of the Southern Division:

Current Classification	Per Fortnight \$	New Classification
Communications Operators		
1st year	1,348.10	CO1 PP1
2nd year	1,434.30	CO1 PP2
3rd year	1,434.30	CO1 PP2
4th year	1,512.30	CO1 PP3
Communications Officers		
All current officers	1,647.20	CO2 PP1
	1,685.80	CO2 PP2
	1,724.20	CO2 PP3

5.3.3 The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

5.3.4 *Divisional and district parities*

In addition to the rates of wages set out in this Award, the following amounts shall be paid to employees who are employed in the Divisions and Districts referred to hereunder:

	Per fortnight
	\$
Southern Division - Western District	2.10
Mackay Division	1.80
Northern Division - Eastern District	2.10
Northern Division - Western District	6.50

5.4 Allowances

5.4.1 *Mount Isa locality allowance*

Employees located at Mount Isa shall receive \$91.60 per fortnight in addition to their ordinary rates of pay. This amount shall be payable with respect to annual leave, long service leave and all leave with pay, but shall not be included for the purpose of calculating overtime or any penalty payments.

5.4.2 *Overtime meal allowance*

(a) Where an employee is required by the employer to work overtime for more than one hour immediately before or after the employee's fixed or recognised working hours, the employer shall provide the employee with either:

- (i) a meal; or
- (ii) an allowance of \$9.60.

(b) Where an employee has provided a meal, after having received due notification to work overtime and is subsequently not required to work overtime, the employee shall be entitled to a payment of \$9.60 for such meal.

(c) Employees recalled for duty during any normal mealtime in off-duty hours shall be paid a meal allowance of \$9.60 for each such recall:

Provided that, for the purposes of clause 5.4.2(c) only, normal meal times shall be deemed to be 7.00 a.m. to 8.00 a.m, 12.00 p.m. to 2.00 p.m .and 5.30 p.m. to 7.00 p.m. each day.

5.5 Occupational superannuation

5.5.1 *Definitions*

(a) "Eligible Employee" means an employee of the Queensland Fire and Rescue Service who is employed under this Award.

(b) "Superannuation Fund" means "The Queensland Fire and Rescue Service Superannuation Plan - Accumulation Account", Q Super or Go Super or any other scheme as approved by the Governor in Council in accordance with the *Fire and Rescue Service Act 1990*.

(c) "Ordinary Time Earnings" means the applicable classification rate under this Award plus divisional and district parities and shift and weekend penalty rates in relation to those employees who are entitled to such penalties.

5.5.2 *Contributions*

(a) The Queensland Fire and Rescue Service shall contribute to the "Superannuation Fund" on behalf of each eligible employee, an amount equal to 9% of ordinary time earnings, provided that this payment shall not be in addition to contributions currently made by the Queensland Fire and Rescue Service to an approved superannuation scheme for full-time, part-time and eligible temporary employees of the Queensland Fire and Rescue Service.

Provided that where an employee is absent and is receiving by way of worker's compensation an amount of money no less than the award rate of pay the contribution shall be calculated at 3%.

(b) Eligible employees must have completed a continuous period of 4 weeks' service with a minimum of 40 hours before contributions to the Q Super or Go Super funds will commence, provided that on permanent appointment, no eligibility period is required for Q Super.

(c) Minimum level of earnings - As from 1 January 2005 no employer shall be required to pay superannuation contributions on behalf of any eligible employee in respect of any month during which the employee's ordinary time earnings, as defined, is less than \$450.00.

- (d) Subsequent to eligible employees completing the eligibility period and receiving the minimum payment, contributions to the superannuation fund are to be retrospective to the employee's date of commencement.
- (e) The Queensland Fire and Rescue Service may suspend for the applicable period, contributions made on behalf of an employee if the employee is absent from the workplace whilst on unpaid leave including unpaid sick leave and unpaid leave of absence. Contributions shall not be suspended for leave of absence on Workers' Compensation.
- (f) The employer shall remit contributions to the "Superannuation Fund" on a fortnightly basis.
- (g) The Queensland Fire and Rescue Service are not be required to make any further contributions on behalf of an employee after the end of the last day from which the employee's resignation or dismissal becomes effective.

5.6 Payment of wages

5.6.1 Payment of wages are made fortnightly.

5.6.2 Wages are paid by electronic funds transfer or direct deposit to employees' nominated accounts unless otherwise agreed between the employer and the employee concerned.

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

6.1 Hours of work

6.1.1 Ordinary hours

The ordinary hours of work is an average of 40 per week over a roster cycle, to be worked in accordance with the following:

- (a) except by mutual agreement, all ordinary hours are to be worked continuously (exclusive of unpaid meal breaks) within a minimum of 8 hours and a maximum of 14 hours per day;
- (b) ordinary hours of work may be performed on any 5 days out of 7 consecutive days or on any 10 days out of 14 consecutive days. Wherever practicable days off should be taken consecutively; and
- (c) a Continuous Shift Work roster shall provide for a minimum of 8 hours break between the finish of ordinary hours on one day and the commencement of ordinary hours on the next day.

6.1.2 Flexible working hours

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

6.1.3 Residential training courses

Employees attending Queensland Fire and Rescue Service residential training courses may be required to work Monday to Friday inclusive and between 0800 and 2000 hours, provided that their ordinary hours shall not exceed 40 in any one week, or 10 in any one day.

6.1.4 Notice to change hours

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

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

6.2 Overtime

6.2.1 The time an employee is required by the employer to work before or after the employee's fixed or recognised times for starting or finishing work on any day, or outside of the employee's ordinary shift roster, shall be

regarded as overtime and shall be paid for at the rate of time and a half for the first 3 hours on any one day and double time thereafter:

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

6.2.2 *Rest period between shifts*

- (a) If an employee is required to work overtime, the employee will receive 10 consecutive hours off duty between finishing ordinary work on one day and starting ordinary work on the next day without loss of pay for ordinary working time occurring during such absence.
- (b) If the employee is instructed to continue or resume work without receiving 10 consecutive hours off duty, the employee will be paid double time until the employee is released from duty for 10 consecutive hours without loss of pay for ordinary working time during such absence.
- (c) Clause 6.2.2 does not apply where the employee is recalled to work overtime and actually works not more than 2 hours' overtime.
- (d) Clause 6.2.2 does not apply where the period between ordinary rostered shifts is 10 hours or less.

6.2.3 *Overtime on public holidays*

All overtime worked by any employee on a public holiday as prescribed in clause 7.6 will be paid at double the usual overtime rate.

6.2.4 *Time off in lieu of overtime*

Subject to the approval of the Commissioner, employees may elect to be compensated by receiving time off in lieu of receiving paid overtime. Time off in lieu will be equivalent to the relevant rate of accrual. Time off in lieu is to be taken 12 months from the date on which the overtime is worked and at a time agreeable to the employer and the employee. Time off in lieu not accessed within 12 months of accrual shall be paid for by the employer at the relevant rate of accrual.

6.3 Meal breaks

6.3.1 Employees on Continuous Shift Work shall be allowed 60 minutes paid crib time in each day shift and 30 minutes paid crib time in each night shift:

Provided that crib time shall be taken at such time as not to interfere with the continuity of work where continuity is necessary.

6.3.2 An unpaid meal break of at least 30 minutes' duration may be prescribed where the Regional Commissioner determines that continuity of work is not necessary. Where agreed between the employer and the employee, the employee may elect to continue an unpaid meal break for a period not exceeding 2 hours' duration.

6.4 Rest pauses

Each employee shall be entitled to a rest pause of 10 minutes' duration in the employer's time in the 1st and 2nd half of the employee's shift or day's work. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary.

6.5 Shift work

6.5.1 *Night shift allowance*

An employee required to work in accordance with an approved shift roster, shall be paid an allowance of 15% of the base rate for each night shift worked between midnight Sunday and midnight Friday. For the purposes of clause 6.5, a night shift means a shift where the majority of ordinary hours fall between the hours of 6.00 p.m. and 6.00 a.m.:

Provided that this allowance shall not be paid for "overtime" shifts.

6.5.2 *Weekend penalty rates*

An employee required to work in accordance with an approved shift roster shall be paid weekend penalty rates in accordance with the following:

- (a) All ordinary time worked between midnight on Friday and midnight on Saturday shall be paid for at one and a half times the base rate of pay; and
- (b) All ordinary time worked between midnight on Saturday and midnight on Sunday shall be paid for at double the base rate of pay.

6.6 Call back

6.6.1 An employee called back for duty after leaving the employer's premises shall be paid the appropriate rate for time worked for each call back with a minimum of 2 hours' payment at overtime rates:

Provided that any subsequent call back which commences within 2 hours of the commencement of the previous call back, shall be deemed to be included in the previous call back.

6.6.2 Clause 6.6.1 shall not apply where the overtime is continuous with the start or finish of ordinary working time.

6.6.3 Clause 6.6.1 shall not apply in cases where it is customary for the employee to return to the employer's premises to perform a specific job outside the employee's ordinary working hours.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 For each full year of employment, an employee shall be entitled to 160 hours leave on full pay exclusive of weekends, programmed rostered days off and public holidays:

Provided that shift workers and continuous shift workers, for each full year of employment, shall be entitled to 200 hours leave on full pay exclusive of public holidays and rostered days off according to the roster on which the employee commenced leave.

7.1.2 All annual leave shall be paid in advance.

7.1.3 The monetary equivalent of accrued leave, including *pro-rata* accrued annual leave, shall be paid upon the termination of employment.

7.1.4 Leave of absence without pay in excess of 3 months will not count as service for the purpose of calculating annual leave:

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

7.1.5 *Calculation of annual leave payments*

Annual leave payments shall be calculated in accordance with either:

(a) All employees - subject to clause 7.1.5(b), in no case shall the payment by the employer be less than the sum of the following amounts:

- (i) the employee's ordinary wage rate as prescribed by this Award for the period of annual leave (excluding night shift allowances and weekend penalty rates);
- (ii) divisional and district parities; and
- (iii) a further amount calculated at the rate of 17 1/2%.

(b) Shift workers (including continuous shift workers) - the rate payable for working ordinary time according to the employee's projected roster, including night shift allowances and weekend penalty rates.

Clause 7.1.5(a) shall not apply to any period of annual leave exceeding 200 hours, which may be accrued in any year.

7.2 Sick leave

7.2.1 *Entitlements* - Employees shall be eligible for sick leave for each completed year of employment on the following basis:

(a) 8 shifts for each completed year of employment with the employer where employees work Shift Work:

Provided that in respect to any completed period of employment of less than one year, an employee shall become entitled to one shift's sick leave for each month of such period, up to a maximum of 8 shifts.

(b) 10 days in every other case:

Provided that in respect to any completed period of employment of less than one year, an employee shall become entitled to one day's sick leave for each month of such period, up to a maximum of 10 days.

(c) All sick leave shall be cumulative.

7.2.2 *Conditions* - An employee who is absent from work on account of personal illness or injury shall be entitled to paid leave of absence up to the accumulated period of leave applicable without loss of pay subject to the following conditions and limitations:

(a) *Worker's compensation* - An employee shall not be eligible for paid leave of absence under clause 7.2 for any period in respect of which the employee is entitled to worker's compensation.

(b) *Notice* - An employee shall, within 24 hours prior to the commencement of any such absence or as soon as practicable, inform their immediate supervisor of the inability to attend for duty and as far as practicable, state the nature of the illness or injury and the estimated duration of the absence.

(c) *Evidence* - Where a sick leave absence exceeds 2 consecutive working days/shifts, an employee shall produce a medical certificate from a duly qualified medical practitioner, specifying:

(i) the nature of the illness; and

(ii) the period or approximate period during which the employee will be unable to work.

7.2.3 *Medical examination*

The employer may determine that an employee who has been absent from duty on account of illness or injury shall submit for a medical examination to a medical officer of the employer or such other duly qualified medical practitioner as may be approved by the employer:

(a) before resuming duty; and

(b) within a time specified by the employer

In such cases, the employee shall not resume duty until such medical officer has certified the employee is fit for duty.

7.2.4 *Unfit to discharge duties*

The employer may direct any employee who by reason of any mental or bodily infirmity, may be unfit to discharge, or incapable of discharging the employee's duties efficiently, to submit for examination by a medical officer as approved by the employer. The costs of such medical examination shall be borne by the employer.

7.2.5 *Termination on medical grounds*

If such medical officer attended by an employee reports to the employer that such employee is by reason of any such infirmity, other than a temporary infirmity, unfit to discharge or incapable of discharging the full range of the employee's designated duties, the employer may terminate the employee's services in accordance with the Code of Practice for Termination on Medical Grounds:

Provided that the employer shall provide the employee with notice in writing that the employer intends to terminate the employee's services within 14 days unless the employee notifies the employer before the expiration of such 14 days that the employee seeks the matter to be referred to a medical referee under clause 7.2.6.

7.2.6 *Referral to medical referee*

Where an employee under this Award has submitted for any medical examination by the medical officer of the employer and agreement cannot be reached between the employer and the employee as to such employee's fitness for duty, the matter shall be referred to a medical referee to be nominated by the parties.

If the parties cannot agree upon one, a medical referee shall be nominated by the Chief Executive of the Division of Workplace Health and Safety. Such medical referee shall give a certificate as to the fitness of the employee for duty and that certificate shall be conclusive evidence as to the matter specified.

Except in cases where the decision of the medical referee is favourable to the appellant, the medical expenses incurred in referring the matter to such medical referee shall be borne and discharged by the employee.

7.2.7 *Refusal to submit to medical examination*

If an employee so called upon to submit to any medical examination under this Award:

- (a) does not so submit within the time specified; or
- (b) refuses to so submit to examination by a medical referee under clause 7.2.6;

the employer may terminate the employee's services on giving the employee 14 days' notice in writing.

7.2.8 *Absenteeism management*

- (a) Without limiting the employer's existing rights, where an employee has a proven pattern of recurring sick leave, the employer shall notify the employee and the employee's Union of same.
- (b) The employer shall first attempt to determine the reason for such absences and where appropriate ensure that the employee is counselled in relation to the employee's unsatisfactory absence.
- (c) If a pattern of sick leave continues, the employee may be required to produce a medical certificate for future absences. At the expiration of a 12 month period, the requirement to provide a medical certificate for all absences will be reviewed.
- (d) An employee may be required to furnish a satisfactory certificate in respect of any current or future sick leave absences should the employer so decide.

7.3 Long service leave

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

7.3.2 *Entitlement upon termination* - Where an employee completes the first or subsequent 10 years' continuous service and:

- (a) terminates that service; or
- (b) is terminated by the employer for any cause other than serious misconduct; or
- (c) dies;

the employee shall receive payment in lieu of long service leave not taken, provided that in no instance shall the entitlement for the first or subsequent completed period of 10 years' service be jeopardised by the meaning of clause 7.3.

7.3.3 *Entitlement upon death* - If an employee who is entitled to any amount of long service leave dies:

- (a) before taking accrued long service leave; or
- (b) after commencing but before completing the taking of accrued long service leave;

the employer shall pay to that employee's personal representative, a sum equal to payment at the ordinary rate for the period of the amount of long service leave not taken or, as the case may be, the taking of which has not been completed by that employee.

7.3.4 *Public holidays* - Long service leave is exclusive of any public holiday that occurs during a period of such leave taken.

7.3.5 *Period of service*

- (a) For the purposes of clause 7.3, the continuity of service of an employee shall be that service as is deemed not to be broken in accordance with the provisions of the Act.
- (b) The period of service for the purposes of clause 7.3 shall include any period of continuous service either before or after 16 June 1973 and except as herein provided the benefits hereby conferred shall be entirely in substitution for and not in addition to any benefits that have accrued to an employee under the previously operative clause.

7.4 Family leave

The provisions of the Family Leave Award - State apply to and are deemed to form part of this Award.

7.4.1 It is to be noted that:

- (a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award - State;
- (b) a copy of the Family Leave Award - State is required to be displayed in accordance with section 697 of the Act.

7.4.2 The Family Leave Award - State also provides for the terms and conditions of leave associated with:

- (a) Maternity leave
- (b) Parental leave
- (c) Adoption leave
- (d) Special responsibility leave for the care and support of the employee's immediate family or household.

7.5 Bereavement leave

7.5.1 *Full-time and part-time employees*

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

7.5.2 *Long-term casual employees*

- (a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the employee seeks to access an entitlement under clause 7.3.2.

7.5.3 "Immediate family" includes:

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

7.5.4 *Unpaid leave*

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

7.5.5 *Death Outside of Australia*

An employee shall, on the death of a member of their immediate family outside Australia and where the employee travels outside Australia to attend the funeral, be entitled to a period of leave not exceeding 2 ordinary days or shifts without loss of pay on each occasion on the production of satisfactory evidence of the death.

7.6 Public holidays

7.6.1 All work done by any employee on:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;

- the 25th April (Anzac Day);
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday;

For all employees payment shall be made at the rate of double time and a half for time actually worked with a minimum of 4 hours' payment.

7.6.2 *Labour day*

All employees shall be entitled to be paid a full day's wage for Labour Day (the first Monday in May) irrespective of the fact that no work may be performed on such day.

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

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

7.6.3 *Annual show*

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

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

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

7.6.4 *Penalty Rates*

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

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

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

- (a) A full-time employee is entitled to either payment for each public holidays or a substituted day's leave.
- (b) A part-time employee is entitled to either payment for each public holidays or a substituted day's leave provided that the part-time employee would have been ordinarily rostered to work on that day had it not been a public holiday.
- (c) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave.
- (d) Nothing in clause 7.6.5 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu

7.7 **Jury service**

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

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

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

8.1 Fares and travelling

8.1.1 Motor vehicle allowance

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

- (a) the distance actually and necessarily travelled; and
- (b) the type of vehicle used; and
- (c) the location of the employee's normal place of employment;

shall be paid as prescribed under *Directive 13/01 Motor Vehicle Allowances* as issued and amended by the Minister of Industrial Relations under Section 34 of the *Public Service Act 1996*.

8.1.2 Allowances for travelling or relieving

An employee who is required to:

- (a) travel on official duty; or
- (b) to take up duty away from the employee's usual place of work to relieve another employee or to perform special duty,

is allowed actual and reasonable expenses or allowances for accommodation, meals, and incidental expenses necessarily incurred by the employee.

These are prescribed under *Directive 3/00 Travelling and Relieving Expenses*, as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

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

8.1.4 An employee required in the course of the employee's work to live away from home for a period of not less than 28 consecutive days, shall be provided with a return journey home for each such period of 28 consecutive days at a time approved by the employer.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training, learning and development

9.1.1 The parties to this Award recognise that in order to increase efficiency and productivity a greater commitment to learning and development is required.

9.1.2 Accordingly, the parties commit themselves to developing a more highly skilled and flexible workforce and providing employees with career opportunities through appropriate training to acquire additional skills and knowledge for performance of their duties.

9.1.3 A consultative mechanism and procedures involving representatives of management, employees and relevant Unions shall be established.

- 9.1.4 Following consultation the Commissioner shall develop a learning and development strategy consistent with:
- (a) the current and future needs of the agency;
 - (b) the size, structure and nature of the operations of the agency;
 - (c) the need to develop vocational skills relevant to the Agency through courses conducted wherever possible by accredited educational institutions and providers.
- 9.1.5 Learning and development may be both on-the-job or off-the-job and either internal or external to the organisation.
- 9.1.6 Learning and development provided should assist employees in obtaining knowledge and skills recognised by the Australian National Training Authority (ANTA).
- 9.1.7 All such learning and development should be directed at enabling employees to enhance skills relevant to duties to be performed. Employees will be expected to attend scheduled learning and development activities.
- 9.1.8 Clause 9.1 shall operate as an interim provision and shall be subject to review after 12 months' operation.

9.2 Training arrangements

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

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

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

10.1 Uniforms

All necessary uniforms shall be supplied by the employer free of cost to the employee. An employee shall make every reasonable effort to maintain all such property in a clean and serviceable condition.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

Clauses 11.1 and 11.2 replicate legislative provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to Sections 366, 372 and 373 of the Act as amended from time to time.

11.1 Right of entry

11.1.1 Authorised industrial officer

- (a) An authorised industrial officer is any Union official holding a current authority issued by the Industrial Registrar.
- (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the Union.

11.1.2 Entry procedure

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
 - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
 - (ii) shows the authorisation upon request.

- (b) Clause 11.1.2(a) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the officer may be treated as a trespasser.

11.1.3 *Inspection of records*

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
 - (i) is ineligible to become a member of the Union; or
 - (ii) has made a written request to the employer that the employee does not want that employee's record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

11.1.4 *Discussions with employees*

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

- (a) matters under the Act during working or non-working time; and
- (b) any other matter with a member or employee eligible to become a member of the Union, during non-working time.

11.1.5 *Conduct*

An authorised industrial officer must not unreasonably interfere with the performance of work in exercising a right of entry.

11.2 Time and wages record

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

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

11.2.2 The time and wages record must also contain:

- (a) the employee's full name and address;
- (b) the employee's date of birth;

- (c) details of sick leave credited or approved, and sick leave payments to the employee;
- (d) the date when the employee became an employee of the employer;
- (e) if appropriate, the date when the employee ceased employment with the employer; and
- (f) if a casual employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the employer's business hours by an inspector of the Department of Industrial Relations, in accordance with section 371 of the Act or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

11.3 Union encouragement

11.3.1 The parties recognise the right of individuals to join a Union and will encourage that membership. However, it is also recognised that Union membership remains at the discretion of individuals.

11.3.2 An application for Union membership and information on the Union will be provided to all employees at the point of engagement.

11.3.3 Information on the Union will be included in induction materials.

11.3.4 Union representative(s) will be provided with the opportunity to discuss Union membership with new employees.

11.3.5 Where requested by relevant Unions, the Queensland Fire and Rescue Service will provide payroll deduction facilities for Union subscriptions.

11.4 Union delegates

11.4.1 The parties acknowledge the constructive role democratically elected Union delegates undertake in the workplace in relation to Union activities that support and assist members. That role will be formally recognised, accepted and supported.

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

Provided that service delivery and work requirements are not unduly affected, delegates will be provided convenient access to facilities for the purpose of undertaking Union activities. Such facilities include: telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.

11.4.3 Subject to the relevant employee's written approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.

11.5 Industrial relations education leave

11.5.1 Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies can allow employees to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.

11.5.2 Employees may be granted up to 5 working days (or the equivalent hours) paid time off (non-cumulative) per calendar year to attend industrial relations education sessions, approved by the Commissioner (or delegated authority) of the agency.

11.5.3 Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structures employees' training courses involve more than 5 working days (or the equivalent). Such leave will be subject to consultation between the Commissioner (or delegated authority) of the agency, the relevant Union and the employee.

11.5.4 Upon request and subject to approval by the Commissioner (or delegated authority) of the agency, employees may be granted paid time off in special circumstances to attend Management Committee Meetings, Union Conferences, and ACTU Congress.

11.5.5 The granting of industrial relations education leave or any additional leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the agency/work unit concerned. At the same time such leave shall not be unreasonably refused.

11.5.6 At the discretion of the Commissioner of the agency/public sector unit concerned, public sector employees may be granted special leave without pay to undertake work with their Union.

11.6 Award posting

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

Dated 13 March 2003.

By the Commission,
[L.S.] E. EWALD,
Industrial Registrar.

Operative Date: 12 May 2003