

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

QUEENSLAND FIRE AND RESCUE SERVICE INTERIM AWARD - STATE 2003

Following the Declaration of the General Ruling for Overtime Meal Allowance (matter numbers B/2010/34 and B/2010/38), the Queensland Fire and Rescue Service Interim Award - State 2003 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct Queensland Fire and Rescue Service Interim Award - State 2003 as at 1 January 2011.

Dated 1 March 2011.

[L.S.] G.D. Savill
Industrial Registrar

QUEENSLAND FIRE AND RESCUE SERVICE INTERIM AWARD - STATE 2003

PART 1 - APPLICATION AND OPERATION

1.1 Title

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

1.2 Arrangement

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1.3 Date of operation

This Award takes effect from 2 June 2003.

1.4 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 Commissioner of Fire Service as employer in relation to such employees:

Provided that this Award shall not apply to volunteer or auxiliary officers of the Queensland Fire and Rescue Service.

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 1.4 and their employer, and the United Firefighters' Union of Australia, Union of Employees, Queensland, and the Queensland Fire Service Senior Officers' Association, Union of Employees and their 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" shall comprise a number of Pay Points through which employees will be eligible to progress.
- 1.7.3 "Commission" means the Queensland Industrial Relations Commission.
- 1.7.4 "Commissioner" means the Commissioner of Queensland Fire and Rescue Service or the Commissioner's 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 "Eligible Employee" means an employee of the Queensland Fire and Rescue Service who is employed under this Award.
- 1.7.7 "FPO" means Fire Protection Officer.
- 1.7.8 "Generic Level Descriptor" means a broad statement of the duties, skills and responsibilities indicative of a given Classification Level.
- 1.7.9 "Ordinary Time Earnings" means the applicable classification rate under this Award plus divisional and district parities and shift and weekend penalty rates in relation to those employees who are entitled to such penalties.
- 1.7.10 "Part-time Employee" means an employee engaged as such and appointed to work on a regular basis to work a set amount of hours fewer than those prescribed for full-time employees.

- 1.7.11 "Pay Point" "PP" means the specific rate of remuneration payable to employees within a Classification Level.
- 1.7.12 "Shift Work" means a roster pattern that consistently provides for work to be performed 7 days per week, which may include night shifts, week-ends and public holidays.
- 1.7.13 "Superannuation Fund" means "The Queensland Fire and Rescue Services Superannuation Plan - Accumulation Account", Q Super or Go Super or any other scheme as approved by the Governor in Council in accordance with the *Queensland Fire and Rescue Service Act 1990*.
- 1.7.14 "Temporary Employee" means an employee engaged as such in either a full-time or part time capacity for a defined project or a specified period.
- 1.7.15 "Union" means the United Firefighters' Union of Australia, Union of Employees, Queensland and/or the Queensland Fire Service Senior Officers' Association, Union of Employees.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

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

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Disputes and grievance procedures

- 3.1.1 There shall be an effective means of consultation between the Queensland Fire and Rescue Service and its employees and Unions 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.
- 3.1.2 Failure to observe this fundamental principle of consultation would be contrary to the intention of this procedure.
- 3.1.3 The objectives of the procedure are to:
- (a) promote the prompt resolution of grievances by consultation, co-operation and discussion;
 - (b) reduce the level of disputation; and
 - (c) promote efficiency, effectiveness and equity in the workplace.
- 3.1.4 The relevant Union shall notify the Commissioner in writing of its duly accredited delegates at all levels.
- 3.1.5 This procedure applies to all industrial matters within the meaning of the Act.

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

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

Stage 3 - If the claim or grievance remains unresolved, the employee or the Union on the employee's behalf, shall refer the matter to the next in line manager (where applicable). The manager will consult with the parties. The employee may exercise the right to consult or be represented by such employee's Union representative during the course of Stage 3.

Stage 4 - If the grievance is still unresolved, the manager will advise the Commissioner and the aggrieved employee may submit the matter in writing to the Commissioner if such employee wishes to pursue the matter further. If desired by either party, the matter shall also be notified to the Union.

3.1.6 The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:

(a) Stage 1 - Discussions should take place between the employee and such employee's supervisor within 48 hours and the procedure shall not extend beyond 7 days.

(b) Stage 2 - Not to exceed 7 days.

(c) Stage 3 - Not to exceed 7 days.

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

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

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

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

4.1 Contract of employment

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

4.2 Part-time employment

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

(a) The spread of ordinary hours shall be the same as those prescribed for a full-time employee under this Award.

(b) A Part-time Employee shall be employed for no less than an average of 8 hours and no more than 32 hours per week.

(c) A Part-time Employee shall be paid at the same hourly rate as a full-time employee would have been paid for performing duty at the same Classification Level. A Part-time Employee shall also be entitled to allowances as and where prescribed by this Award and on a *pro rata* basis where appropriate.

(d) The public holiday provisions of this Award shall apply on a *pro rata* basis to part time employees.

(e) All leave provisions of this Award applying to full-time employees shall apply *pro rata* to Part-time Employees.

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

4.3 Temporary employment

4.3.1 Prior to the introduction of Temporary Employees at Classification Levels FP03 and FP04, consultation shall occur between the relevant parties.

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

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

- 4.3.4 The method of working ordinary hours shall be the same as those prescribed for a full-time employee under this Award.
- 4.3.5 All leave provisions of this Award applying to full-time employees shall apply *pro rata* to Temporary Employees.
- 4.3.6 Upon permanent appointment, temporary service shall be counted as service:

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

4.4 Termination of employment

4.4.1 Notice by employee

- (a) Written notice of resignation of not less than 2 weeks shall be given by the employee. Such 2 weeks shall 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.

4.4.2 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 4.4.2(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 3 years	2 weeks
more than 3 years, but not more than 5 years	3 weeks
more than 5 years	4 weeks

- (c) In addition to the notice in clause 4.4.2(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 4.4.2 (b) shall not apply in the case of dismissal for misconduct or other grounds that justified instant dismissal, or in the case of 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.

4.5 Termination of employment, introduction of change and redundancy

Except as provided for in clause 4.4 the Commissioner 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*.

4.6 Performance of higher duties

- 4.6.1 When an employee is appointed to relieve in a position at a higher Classification Level, payment shall only be at the higher rate when the period of relieving exceeds two consecutive days or shifts.
- 4.6.2 Where the period of relieving exceeds 2 consecutive days or shifts, the higher payment shall be at the rate of the first Pay Point in the higher Classification Level and shall be paid for the entire period spent relieving.
- 4.6.3 Provided that FPO1 and FPO2 employees appointed to relieve at higher Classification Levels shall be paid at the first Pay Point of the higher Classification Level for each full day or shift completed.

4.7 Anti-discrimination

- 4.7.1 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 *Industrial Relations Act 1999* 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.
- 4.7.2 Accordingly in fulfilling their obligations under the disputes avoidance and settling 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.
- 4.7.3 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.
- 4.7.4 Nothing in clause 4.7 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 and between all levels will be 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 Fire Protection Officer - Level 1 (FPO1)

(a) Work level description

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

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

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

(b) Level of supervision

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

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

(c) Characteristics of the level

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

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

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

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

(d) 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 may include:

- (i) the use of skills and knowledge associated with handling emergency incidents;
- (ii) basic administrative duties including computer operation;
- (iii) carrying out fire prevention, fire safety and fire investigation activities under supervision;
- (iv) conducting training and public education;
- (v) station maintenance and equipment testing and maintenance; and
- (vi) other duties for which officers are suitably trained, skilled and/or qualified.

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

Technical skills are required in order to safely and effectively operate basic machinery to perform routine and standard functions, and organise duties across a working day to meet regular workload requirements.

Supervisory responsibilities may include co-ordination of workflow processes, training of subordinate staff and responsibility of quality of output of the work group.

Knowledge and compliance with regulations, codes and specifications shall be required.

Duties at this level may include application of technical skills involving design/modification of equipment, research projects, support services, maintenance activities and the collating and analysis of information as required.

(e) Progression within the level

This level contains 5 Pay Points.

Progression to Pay Point 4 is compulsory whilst further progression to Pay Point 5 is optional.

The minimum period of service required before progression through the Pay Points may occur will be 12 months.

Progression between Pay Points for positions at this level will be dependant upon:

- (i) completion of predefined components of Q-STEP;
- (ii) ongoing satisfactory performance;
- (iii) competent delivery of operational skill requirements;
- (iv) achievement of necessary accreditations; and
- (v) satisfactory achievement levels for formal examinations.

Progression to Pay Point 5 will be dependant upon the acquisition of Core Skills for Level 2, which will provide employees with certain necessary skills and abilities to fulfil the basic requirements of a Level 2 position if required to do so. The application of these skills will be required from time to time as circumstances dictate and as part of the officer's ongoing training and development.

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, including those at the top of the level for this purpose.

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

Similarly, regardless of length of service at the level when any new skills or knowledge are introduced, every employee will be required to undertake training and demonstrate the appropriate understanding required. Employees at Pay Point 5 will also assist and relieve FPO Level 2 officers as required.

5.2.2 *Fire Protection Officer - Level 2 (FPO2)*

(a) Work level description

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

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

Employees at Level 2 will usually be required to undertake Shift Work arrangements, and will have the capacity to provide supervision for Level 1.

(b) Level of Supervision

Employees at this level work under general direction of a Level 3 Officer, but must work with a level of independence, often being the senior operations person on shift at a particular location. The employee will be required to undertake a range of functions, which may require the application of technical skills and experience or the practical application of a high level of skills.

Position objectives are clearly defined, however an employee may need to exercise a level of discretion in localised command situations. Procedures and operating standards are defined through established guidelines, requirements and Standard Operating Procedures, and through recognised techniques and methods associated with fire prevention and suppression activities.

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

Issues that cannot be resolved by reference to established practices and Standard Operating procedures would usually be referred to a Level 3 Officer.

(c) Characteristics of the level

At this level there a number of established methods, techniques, and Standard Operating Procedures which may apply to a work situation or an incident. Employees at this level must function within these established protocols but must also exercise discretion as to determining which matters should be referred to a higher level for direction. Employees at Level 2 are required to provide guidance and direction to staff.

Limited discretion is available for the selection of the appropriate means of completing duties or tasks. Guidance is usually available and work outcomes will be reviewed regularly.

Supervision of other employees is normally a feature at this level, as well as the requirement to assist new staff and trainees (including auxiliaries and volunteers) by providing general information, guidance, training and advice. Positions at this level may have supervisory responsibilities for shift operations of a small unit or fire station.

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

(d) 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.

A sound knowledge of Standard Operating Procedures is required.

Duties may include:

- (i) supervision and co-ordination of emergency incidents;
- (ii) developing and conducting training and education programs;
- (iii) developing, coordinating and conducting fire prevention activities;
- (iv) project work and implementation of policy and procedures;
- (v) supervision of employees and work activities, self management and development of subordinates; and
- (vi) supervision and co-ordination of administrative duties.

Employees at this level undertake a range of functions requiring the practical application of acquired skills and knowledge as well as providing guidance to others in that application.

Technical skills are required in order to safely and effectively operate basic machinery to perform routine and standard functions, and organise duties of others across a working day to meet regular workload requirements.

Supervisory responsibilities will include co-ordination of workflow processes, training of subordinate staff and responsibility for quality of output of the work group.

Knowledge and compliance with regulations, codes and specifications shall be required.

Duties at this level may include application of technical skills involving design/modification of equipment, research projects, support services, maintenance activities and the collating and analysis of information as required.

(e) Progression within the level

This level contains 3 Pay Points.

Appointment to Level 2 will be at Pay Point 1 and subject to having successfully completed pre-defined components of Q-STEP.

The minimum period of service required before progression through the Pay Points may occur will be 12 months.

Progression between Pay Points for positions at this level will be dependant upon:

- (i) completion of predefined components of Q-STEP;
- (ii) ongoing Performance Management and Development;
- (iii) demonstrated capacity to effectively supervise employees;
- (iv) competent delivery of operational skill requirements;
- (v) achievement of necessary accreditations; and
- (vi) satisfactory achievement levels for formal examinations.

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

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

Progression to PP3 will be dependant upon the acquisition of Core Skills for FPO Level 3 which will provide employees with certain necessary skills and abilities to fulfil the basic requirements of a Level 3 position if required to do so. The application of these skills will be required from time to time as circumstances dictate and as part of the officer's ongoing training and development.

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, including those at the top of the level, for this purpose.

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 Pay Point 3 will also assist and relieve Level 3 officers as required.

5.2.3 *Fire Protection Officer - Level 3 (FPO3)*

(a) Work level description

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

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

The capacity to effectively manage officers at Levels 1 and 2 is a prerequisite of this level.

(b) Level of supervision

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

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

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

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

(c) Characteristics of the level

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

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

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

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

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

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

(d) Duties and skills

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

A sound knowledge of Standard Operating Procedures is required.

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

Functions of officers at FPO Level 3 may involve the performance of duties associated with varying tasks. These may involve:

- (i) project functions;
- (ii) specialist functions;
- (iii) Area management; and
- (iv) supervision of subordinate staff.

Duties performed at this level may include but would not be limited to:

- (1) management of emergency incidents;
- (2) developing and conducting training and education programs;
- (3) developing, co-ordinating and conducting fire prevention activities;
- (4) project work and implementation of policy and procedures;
- (5) management of subordinate staff; and
- (6) management and co-ordination of administrative duties, including routine budgetary and staffing matters.

(e) Progression within the level

This level contains 3 Pay Points.

Appointment to Pay Point 1 is dependent upon holding qualification. Qualification is gained by the successful completion of identified training programs, and demonstrated competence in the functions of a Level 3 Officer. This can be undertaken after having achieved Pay Point 3 for FPO Level 2.

Progression to Pay Point 2 is subject to satisfactory Performance Management and Development and completion of identified training programs.

Progression to Pay Point 3 is dependent upon successful completion of training programs providing Core Skills for FPO4, demonstrated competence in these skills and satisfactory Performance Management and Development.

Whilst developmental training for Pay Point 3 is elective, skills, drills and knowledge maintenance and ongoing Performance Management and Development are mandatory for all, including those at the top of the level.

Progression within this level will see a number of changes in the way in which employees carry 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;
- (iii) evidence of capacity to effectively co-ordinate activities, not only within the immediate work group, but with other positions or areas not under the employee's immediate control, such as attendance at large incidents; and
- (iv) employees will proactively analyse established procedures and methods, recommending more efficient or effective solutions or courses of action.

The minimum period of service required before progression through the Pay Points may occur will be 12 months.

Progression between Pay Points will be dependent upon:

- (1) continuing completion of relevant Q-STEP components and/or other training programs;
- (2) ongoing Performance Management and Development;
- (3) competent delivery of operational skill requirements;
- (4) achievement of necessary accreditation; and
- (5) satisfactory achievement levels for formal examinations.

Employees as Pay Point 3 will assist and relieve Level 4 Officers as required.

5.2.4 *Fire Protection Officer - Level 4 (FPO4)*

(a) Work level description

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

Where the emphasis of the position is management, key functions will involve planning, organising, directing and controlling the work of subordinate supervisory levels. Extensive knowledge in the area of operations, and advanced management skills would be expected. Officers at this level will provide leadership at a professional level.

Positions, which have primary emphasis of a specialist nature, require specialised knowledge of complex and innovative methods and techniques, resulting from experience and/or advanced training.

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

Employees may be responsible for larger work teams, functions or Zone operations.

High levels of initiative in accomplishing objectives shall be required to be exercised both on an individual basis and/or in a work team situation.

(b) Level of supervision

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

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

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

(c) Characteristics of the level

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

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

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

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

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

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

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

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

(d) Duties and skills

Duties may include the management of a work team, specialist functions, or group operations with responsibility for the standard of performance, output, completion of work assignments and allocation of resources.

Interpretation of guidelines, policies, Standard Operating Procedures and other relevant material including legislation and awards and the application of sound judgment and discretion will be required in determining solutions to problems.

Duties performed at this level may include but would not be limited to:

- (i) operations management and planning;
- (ii) management of training delivery and evaluation of work performance;
- (iii) financial management for a work team as a distinct budgetary unit;
- (iv) control and co-ordination of fire prevention and fire investigation duties;
- (v) assets management including vehicles, buildings, equipment, etc within the unit;
- (vi) specialist functions as required such as fire safety, research and development and training;
- (vii) representation on Local Authority matters such as counter disaster committees;
- (viii) human resource management; and
- (ix) the application of highly developed written and oral communication skills.

(e) Progression within the level

This level contains 3 Pay Points.

Appointment to Pay Point 1 is dependent upon holding qualification. Qualification is gained by the successful completion of identified training programs, and demonstrated competence in functions of a Level 4 Officer. This can be undertaken after achievement of Pay Point 3 at FPO Level 3.

Effectiveness at this level can be defined to include:

- (i) achievement of agreed performance targets;
- (ii) timely delivery of operational planning requirements;
- (iii) progress through Q-STEP for the level and management development program; and
- (iv) satisfactory ongoing Performance Management and Development.

Progression through Pay Points will be on the basis of successful performance via the Performance Management and Development program.

Employees at FPO Level 4 may be required to assist and relieve FPO Level 5 Officers from time to time.

The minimum period of service required before progression through the Pay Points may occur will be 12 months.

5.3 Salaries

5.3.1 The following salaries shall be the fortnightly base rates payable for classifications levels FP01 and FP02 employees in the Eastern District of the Southern Division:

Current Classification		Per Fortnight \$
FP01	PP1	1,261.60
FP01	PP2	1,363.60
FP01	PP3	1,445.60
FP01	PP4	1,521.60
FP01	PP5	1,581.60
FP02	PP1	1,732.60
FP02	PP2	1,772.60
FP02	PP3	1,817.30

5.3.2 The following salaries shall be the annual rate payable for classifications levels FP03, FP04 and FP05 employees in the Eastern District of the Southern Division and shall be paid for all purposes of the Award:

Classification		Salary Per Annum \$
FP03	PP1	54,225
	PP2	55,625
	PP3	56,980
FP04	PP1	61,757
	PP2	62,940
	PP3	64,123
FP05		76,292

5.3.3 The following salaries shall be the fortnightly base rates payable for Classification Levels BAO1 and BAO2 employees in the Eastern District of the Southern Division.

Current Classification	Per Fortnight \$
BAO1	2,533.90
BAO2	2,608.80

5.3.4 The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 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.

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

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

5.4 Allowances

5.4.1 *Mount Isa locality allowance*

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

5.4.2 *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 \$12.10.

(b) Where an employee has provided a meal, after having received due notification to work overtime and is subsequently not required to work overtime, the employee shall be entitled to a payment of \$12.10 for such meal.

- (c) Employees recalled for duty during any normal mealtime in off-duty hours shall be paid a meal allowance of \$12.10 for each such recall:

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

5.4.3 *Aerial appliance driver's allowance*

An allowance of \$1.29 per day/shift shall be paid to Level 1 Fire Protection Officers whilst required to take responsibility for a Fire Service Aerial Appliance upon satisfying the following conditions:

- (a) The employee must be deemed by the employer to be proficient, in accordance with prescribed criteria, in the operation of the Aerial Appliance; and
- (b) The employee may be required to drive the Aerial Appliance in responding to an emergency incident:

Provided that for the purpose of clause 5.4.3, an Aerial Appliance shall be defined as a Turntable Ladder, Hydraulic Platform or High Reach Aerial Appliance.

5.4.4 *On call allowance*

- (a) Where an employee is instructed to be available on call outside ordinary or rostered working hours, such employee shall be paid, in addition to their ordinary salary an allowance based upon the employee's hourly rate or the hourly rate of the Classification Level FPO2, Pay Point 1, whichever is the higher, and in accordance with the following scale:
- (i) Where the employee is on call throughout the whole of a rostered day off or public holiday - 95% of one hour's pay in respect of such instances;
- (ii) Where an employee is on call during the night only of a rostered day off or public holiday - 60% of one hour's pay per night; and
- (iii) Where an employee is on call on any other night - 47.5% of one hour's pay per night.

For the purpose of calculating the hourly rate, the divisor shall be based upon a 40 hour week and calculated to the nearest 5 cents.

For the purposes of clause 5.4.4, a "night" shall be deemed to consist of those hours falling between 5.00 p.m. and 8.00 a.m. or mainly between such hours.

- (b) In the event of an employee on call being recalled to perform duty, such employee shall be paid for the time worked at the prescribed overtime rate, such time to be calculated as from home and back to home with a minimum payment of 2 hours, except in the case of work performed on a public holiday when the minimum payment shall be 4 hours.
- (c) Any overtime payable shall be in addition to the on call allowance.
- (d) Where an on call employee is recalled to perform work during an off duty period such employee shall be provided with transport to and from the employee's home, or be refunded the cost of such transport:

Provided that this payment shall only apply where an employee has made trips to and from work that are additional to travel resulting from such employee's ordinary hours of work. The provisions of clause 5.4.4 shall will not apply to employees appointed (including temporary appointments) to the FPO5 Classification Level.

5.5 Payment of wages

5.5.1 Payment of wages shall be made fortnightly.

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

5.6 Occupational superannuation

5.6.1 *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.

5.6.2 Contributions

- (a) The Queensland Fire and Rescue Service will contribute to the "Superannuation Fund" on behalf of each eligible employee, an amount equal to 9% of ordinary time earnings:

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

Provided that this payment will not be in addition to contributions currently made by the Commissioner of Fire and Rescue Service to an approved superannuation scheme for full-time and eligible Temporary Employees of the Queensland Fire and Rescue Service.

- (b) Eligible employees must have completed a continuous period of 4 weeks' service 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) Subsequent to eligible employees completing the eligibility period, contributions to the superannuation fund are to be retrospective to the employee's date of commencement.
- (d) 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 will not be suspended for leave of absence on workers' compensation.
- (e) The employer shall remit contributions to the "Superannuation Fund" on a fortnightly basis.
- (f) The Queensland Fire and Rescue Service will 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.

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

6.1 Hours of work

6.1.1 Ordinary hours

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

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

6.1.2 Flexible working hours

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

6.1.3 Residential training courses

Employees attending Queensland Fire and Rescue Service residential training courses may be required to work Monday to Friday inclusive and between 8.00am and 8.00pm:

Provided that their ordinary hours shall not exceed 40 in any one week, or 10 in any one day.

6.1.4 *Recruit training courses*

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

Provided that their hours do not exceed 40 in any one week.

6.1.5 *Notice to change hours*

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

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

6.2 Overtime

6.2.1 The time an employee is required by the employer to work before or after the employee's fixed or 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:

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

Clause 6.2.2 does not apply where the period between ordinary rostered shifts is 10 hours or less.

6.2.3 *Overtime on public holidays*

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

6.2.4 *Time off in lieu of overtime*

Subject to the approval of the Commissioner, employees may elect to be compensated by receiving time off in lieu of receiving paid overtime. Time off in lieu will be equivalent to the relevant rate of accrual. Time off in lieu is to be taken within 12 months from the date on which the overtime was worked and at a time agreeable to the employer and the employee.

In the case of FP03 and FP04 employees, time off in lieu not accessed within 12 months of accrual shall be foregone unless the employer has prevented it being taken, in which case such time shall be paid for by the employer at the relevant rate of accrual.

In the case of FP01 and FP02 employees, time off in lieu not accessed within 12 months of accrual shall be paid for by the employer at the relevant rate of accrual.

6.3 Meal breaks

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

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

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

6.4 Rest pauses

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

Provided that the provisions of clause 6.4 shall not apply in the event of attending fires or other similar emergencies.

6.5 Shift work

6.5.1 Night shift allowance

An employee required to work in accordance with an approved shift roster, shall be paid an allowance of 15% of the base rate for each night shift worked between midnight Sunday and midnight Friday. For the purposes of clause 6.5.3, a night shift shall mean a shift where the majority of ordinary hours fall between the hours of 6.00 p.m. and 6.00 a.m:

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

6.5.2 Week-end penalty rates

An employee required to work in accordance with an approved shift roster will be paid week-end penalty rates in accordance with the following:

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

6.6 Call-back

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

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

6.6.2 Clause 6.6.1 does not apply where:

- (a) the overtime is continuous with the start or finish of ordinary working time.
- (b) it is customary for the employee to return to the employer's premises to perform a specific job outside the employee's ordinary working hours.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 For each full year of employment, an employee shall be entitled to 200 hours leave on full pay exclusive of week-ends, programmed rostered days off and public holidays:

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

Provided that in the case of continuous shift workers, for each full year of employment, an employee is entitled to 200 hours leave on full pay exclusive of rostered days off according to the roster on which the employee commenced leave.

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

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

7.1.6 *Calculation of annual leave payments*

Annual leave payments is calculated in accordance with either:

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

The provisions of clause 7.1.6(a) will not apply to any period of annual leave exceeding 200 hours, which may be accrued in any year.

7.1.7 *Recalled to work whilst on annual leave*

- (a) Each employee has an entitlement to core annual leave and accrued time off in each year of employment;
- (b) Leave entitlements for employees will be notionally split into core annual leave and accrued time off;
- (c) When an employee is recalled to work while on annual leave for the purpose of maintaining crewing levels, that employee will be deemed to be accessing accrued time off and not core annual leave;
- (d) An employee attending training courses or undertaking commercial activities, will also be deemed to be accessing the accrued time off rather than core annual leave;
- (e) Employees will be permitted to access accrued time off for the purposes of being recalled to work to maintain crewing levels; attending training courses or undertaking commercial activities;
- (f) The maximum hours of accrued time off available for employees to access for the purposes outlined in clause 7.1.7(e), are 104.3572 per annum;
- (g) Employees will not be permitted to access accrued leave in excess of 104.3572 hours per annum or core annual leave for any of the purposes outlined in clause 7.1.7(e).
- (h) Employees will be paid at overtime rates for being recalled to work while accessing the accrued time off component of annual leave, other than when undertaking commercial activities which will be paid for at the rate agreed between the parties and incorporated in the certified agreement currently binding upon them.

7.2 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 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 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 or all 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 1st or subsequent 10 years' continuous service and:

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

the employee shall receive payment in lieu of long service leave not taken, provided that in no instance shall the entitlement for the 1st or subsequent completed period of 10 years' service be jeopardised by the meaning of this clause.

7.3.3 *Entitlement upon death*

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

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

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

7.3.4 *Public holidays*

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

7.3.5 *Period of service*

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

substitution for and not in addition to any benefits that have accrued to an employee under the previously operative clause.

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

7.5.2 "Immediate family" includes:

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

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

7.5.4 Death Outside of Australia

An employee will, 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 not exceeding the number of hours worked by the employee in 2 ordinary days of work without loss of pay on each occasion on the production of satisfactory evidence of the death.

7.6 Public holidays

7.6.1 Where an employee is required to work on:

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

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

7.6.2 *Labour Day*

All employees are entitled to be paid a full day's wage for Labour Day (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 is paid at the rate of double time and a-half for time actually worked with a minimum of 4 hours payment.

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

7.6.3 *Annual show*

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

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

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

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

7.6.4 *Penalty rates*

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

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

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

- (a) A full-time employee is entitled to either payment for each public holidays or a substituted day's leave.
- (b) A Part-time Employee is entitled to either payment for each public holidays or a substituted day's leave provided that the Part-time Employee would have been ordinarily rostered to work on that day had it not been a public holiday.
- (c) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave.
- (d) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day an employee required to work on Christmas Day (i.e. 25 December) is to be paid at the rate of double time.

Nothing in clause 7.6.6 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:

- (a) travelling on official duty shall be paid a travelling allowance; or
- (b) required to take up duty away from the normal place of employment to relieve another employee or to perform special duties,

is allowed actual and reasonable expenses or allowances for accommodation, meals, and incidental expenses necessarily incurred by the employee. These are prescribed under *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 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

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

Provided that an officer authorised by the employer shall decide when such items require cleaning.

- 10.1.3 Boots shall be supplied by the employer free of cost to the employee.
- 10.1.4 Where an employee is able to establish to the satisfaction of the employer, that there is a requirement for boots to be made to measure, the employer shall provide such boots.

10.2 Amenities and quarters

- 10.2.1 Hot water showers and a hot water supply shall be provided by the employer for the use of employees engaged in emergency response.
- 10.2.2 Employees shall not be required to do domestic work in any other officer's quarters.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

Clauses 11.1 and 11.2 replicate legislative provisions contained within the *Industrial Relations Act 1999*. In order to ensure the currency of existing legal requirements parties are advised to refer to Sections 366, 372 and 373 of that Act as amended from time to time.

11.1 Right of entry

- 11.1.1 *Authorised industrial officer*

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

11.1.2 *Entry procedure*

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
 - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
 - (ii) shows the authorisation upon request.
- (b) Clause 11.1.2(a) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

11.1.3 *Inspection of records*

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

11.1.4 *Discussions with employees*

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

- (a) matters under the Act during working or non-working time; and
- (b) any other matter with a member or employee eligible to become a member of the relevant Union, during 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 employer's full name;
- (c) the employee's date of birth;
- (d) details of sick leave credited or approved, and sick leave payments to the employee;
- (e) the date when the employee became an employee of the employer; and
- (f) if appropriate, the date when the employee stopped employment with the employer.

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the employer's business hours by an inspector of the Department of 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 relevant unions will be provided to all employees at the point of engagement.

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

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

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

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

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

11.5 Industrial relations education leave

11.5.1 Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies can allow employees to effectively participate in consultative

structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.

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

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

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

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

11.5.6 At the discretion of the Commissioner, employees may be granted special leave without pay to undertake work with their Union.

11.6 Award posting

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

SCHEDULE 1 - QUEENSLAND FIRE AND RESCUE SERVICE RURAL FIRE OPERATIONS

PART 1 - PRELIMINARY

1.1 Title

Schedule 1 is known as the Queensland Fire and Rescue Service Rural Fire Operations Schedule.

1.2 Arrangement of Schedule

Subject Matter	Clause No.
PART 1 - PRELIMINARY	
Title	1.1
Arrangement of Schedule	1.2
Application	1.3
Date of operation	1.4
PART 2 - TERMS AND CONDITIONS OF EMPLOYMENT	
Terms and conditions of employment	2.1
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PART 3 - DEFINITIONS AND WAGES	
General definitions	3.1
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Hours of work for Rural Fire Management Officers Levels 1 and 2	4.1
Casual Rural Fire Management Officers	4.2
38 hour week	4.3
Annual leave	4.4
Higher duties	4.5
Overtime	4.6
Public holidays	4.7
Sick leave	4.8

1.3 Application

The parties bound by this Schedule are the Queensland Fire and Rescue Service (QFRS) as employer, the Queensland Public Sector Union of Employees (QPSU) and all employees whose rates of pay are prescribed in clause 3.3 of this Schedule.

1.4 Date of operation

Schedule 1 takes effect from 6 December 2007.

PART 2 - TERMS AND CONDITIONS OF EMPLOYMENT

2.1 Terms and conditions of employment

Employees under Schedule 1 will be subject to applicable terms and conditions of employment contained in the *Queensland Fire and Rescue Service Interim Award - State 2003* but excluding:

- Clause 4.1 (Contract of employment)
- Clause 4.6 (Performance of higher duties)
- Clause 5.1 (Classification and pay system)
- Clause 5.2 (Generic level descriptors)
- Clause 5.3 (Salaries)
- Clause 5.4.1 (Mount Isa locality allowance)
- Clause 5.4.2 (Overtime meal allowance)
- Clause 5.4.3 (Aerial appliance driver's allowance)
- Clause 5.4.4 (On call allowance)
- Clause 6.1 (Hours of work)
- Clause 6.2 (Overtime)
- Clause 6.5 (Shift work)
- Clause 6.6 (Call-back)
- Clause 7.1 (Annual leave)
- Clause 7.2 (Sick leave)
- Clause 7.6 (Public holidays)

2.2 Contract of employment

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

PART 3 - DEFINITIONS AND WAGES

3.1 General definitions

- 3.1.1 "Casual Employee" means an employee who is engaged by the hour. Each engagement shall stand alone, with a minimum payment of 2 hours work for each engagement.
- 3.1.2 "RFMO" means Rural Fire Management Officer which reflects the generic Classification Levels contained within this Schedule.
- 3.1.3 "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 of time not exceeding a period of 12 months.

3.2 Generic level descriptors

3.2.1 Rural Fire Management Officer - Level 1 (RFMO1)

(a) Work level description

Employees at this level are involved in the delivery of volunteer support activities. 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.

Employees at this level would be expected to travel throughout the district to ensure training and operational requirements of volunteers are met.

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

Employees at this level will usually be required to undertake flexible work arrangements.

(b) Level of supervision

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

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

(c) Characteristics of the level

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

Limited discretion is available for the selection of the appropriate means of completing duties or tasks.

Guidance is always available and work outcomes may be closely monitored.

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

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

(d) 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 may include:

- (i) the instruction, guidance and support to volunteers, brigades and fire wardens;
- (ii) the use of skills and knowledge to assist with mitigation activities and handling emergency incidents;
- (iii) basic administrative duties including computer operation;
- (iv) conducting training and delivery of community safety programs;
- (v) fire brigade appliance, equipment testing and maintenance; and
- (vi) other duties for which officers are suitably trained, skilled and/or qualified.

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

Technical skills are required in order to safely and effectively operate basic equipment to perform routine and standard functions, and organise duties across a working day to meet regular workload requirements.

Supervisory responsibilities may include co-ordination of workflow processes, training of volunteers and responsibility of quality of output of the work group.

Knowledge and compliance with regulations, codes and specifications shall be required.

Duties at this level may include application of technical skills involving design/modification of equipment, research projects, support services, maintenance activities and the collating and analysis of information as required.

(e) Progression within the level

This level contains 5 Pay Points.

Progression through the Pay Points is expected.

The minimum period of service required before progression through the Pay Points may occur will be 12 months and meeting the requirements listed below.

Progression between Pay Points for positions at this level will be dependant upon:

- (i) completion of pre-defined components of the training program;
- (ii) ongoing performance management and development;
- (iii) satisfactory demonstration of operational skills; and
- (iv) achievement of necessary accreditations.

Progression to Pay Point 5 will be dependant upon the acquisition of core skills for Level 2, which will provide employees with certain necessary skills and abilities to fulfill the basic requirements of a Level 2 position if required to do so. The application of these skills will be required from time to time as circumstances dictate and as part of the officer's ongoing training and development.

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, including those at the top of the level for this purpose.

All employees within this level will be required to continue skill 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.

Employees at Pay Point 5 will also assist and relieve RFMO Level 2 officers as required.

3.2.2 Rural Fire Management Officer - Level 2 (RFMO2)

(a) Work level description

Employees at this level are responsible for developing strong cooperative working relationships at the area level to ensure an effective, efficient and sustainable delivery of all rural fire related services. Employees would be required to travel throughout the area to ensure delivery of Rural Fires operational activities.

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

Employees at this level will usually be required to undertake flexible work arrangements, and will have the capacity to provide supervision for Level 1.

(b) Level of supervision

Employees at this level work under the general direction of a Level 3 officer, but must work with a level of independence, often being the senior operations person at a particular location. The employee will be required to undertake a range of functions, which may require the application of technical skills and experience or the practical application of a high level of skills.

Position objectives are clearly defined, however, an employee may need to exercise a level of discretion in localised command situations. Procedures and operating standards are defined through established guidelines, requirements and Standard Operating Procedures, and through recognised techniques and methods associated with fire prevention and suppression activities.

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

Issues that cannot be resolved by reference to established practices and Standard Operating Procedures would usually be referred to a Level 3 officer.

(c) Characteristics of the level

At this level there a number of established methods, techniques, and Standard Operating Procedures which may apply to a work situation or an incident. Employees at this level must function within these established protocols but must also exercise discretion as to determining which matters should be referred to a higher level for direction. Employees at Level 2 are required to provide guidance and direction to staff.

Limited discretion is available for the selection of the appropriate means of completing duties or tasks.

Guidance is usually available and work outcomes will be reviewed regularly.

Supervision of other employees is normally a feature at this level, as well as the requirement to assist new staff and trainees including volunteers by providing general information, guidance, training and advice. Positions at this level may have supervisory responsibilities for day to day operations of a small group that may include volunteers.

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

(d) 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.

A sound knowledge of Standard Operating Procedures is required.

Duties may include:

- (i) supervision and co-ordination at emergency incidents;
- (ii) developing and conducting training and education programs;
- (iii) developing, coordinating and conducting community safety and fire mitigation activities;
- (iv) project work and implementation of policy and procedures;
- (v) supervision of employees and work activities, self management and development of subordinates; and
- (vi) supervision and co-ordination of administrative duties.

Employees at this level undertake a range of functions requiring the practical application of acquired skills and knowledge as well as providing guidance to others in that application.

Technical skills are required in order to safely and effectively operate basic machinery to perform routine and standard functions, and organise duties of others across a working day to meet regular workload requirements.

Supervisory responsibilities will include co-ordination of workflow processes, training of subordinate staff and responsibility for quality of output of the work group.

Knowledge and compliance with regulations, codes and specifications shall be required.

Duties at this level may include application of technical skills involving design/modification of equipment, research projects, support services, maintenance activities and the collating and analysis of information as required.

(e) Progression within the level

This level contains 3 Pay Points.

Appointment to Level 2 will be at Pay Point 1 and subject to having successfully completed pre-defined components of the training program.

The minimum period of service required before progression through the Pay Points may occur will be 12 months and meeting the requirements listed below.

Progression between Pay Points for positions at this level will be dependant upon:

- (i) completion of pre-defined components of the training program;
- (ii) ongoing performance management and development;
- (iii) demonstrated capacity to effectively supervise employees;
- (iv) satisfactory demonstration of operational skills; and
- (v) achievement of necessary accreditations.

Whilst developmental training for progression to Pay Points 2 and 3 is elective, skills maintenance is mandatory as is the performance management and development process.

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

Progression to Pay Point 3 will be dependant upon the acquisition of core skills for RFMO Level 3 which will provide employees with certain necessary skills and abilities to fulfill the basic requirements of a Level 3

position if required to do so. The application of these skills will be required from time to time as circumstances dictate and as part of the officer's ongoing training and development.

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, including those at the top of the level, for this purpose.

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 Pay Point 3 will also assist and relieve Level 3 officers as required.

3.2.3 Rural Fire Management Officer - Level 3 (RFMO3)

(a) Work level description

Employees at this level are responsible for managing the effectiveness of the area team in relation to mitigation and response towards ensuring the community is safe from wildfires. Employees at this level would be required to travel throughout the area to ensure regional services are delivered.

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 effectively manage officers at Levels 1 and 2 is a prerequisite of this level.

Employees at this level will usually be required to undertake flexible work arrangements, and will have the capacity to provide supervision of officers in the lower levels.

(b) Level of supervision

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

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

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

Such exercise of discretion takes place from within the framework of learned experience and training.

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

(c) Characteristics of the level

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

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

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

Whilst there is some scope for exercising initiative in the application of established work practices and procedures, problems can generally be solved by reference to documented methods and instructions. Employees are required to interpret operating policies and Standard Operating Procedures in order to determine the most appropriate course of action.

Employees at this level will also start to be concerned with the development of more efficient work practices within the work teams, which they supervise.

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

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

(d) Duties and skills

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

A sound knowledge of Standard Operating Procedures is required.

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

Functions of officers at RFMO Level 3 may involve the performance of duties associated with varying tasks.

These may involve:

- (i) project functions;
- (ii) specialist functions;
- (iii) area management; and
- (iv) supervision of subordinate staff.

Duties performed at this level may include but would not be limited to:

- (A) management and coordination of wildfire incidents;
- (B) developing and conducting community safety, training and education programs;
- (C) developing, co-ordinating and conducting fire mitigation activities;
- (D) project work and implementation of policy and procedures;
- (E) management of subordinate staff; and
- (F) management and co-ordination of administrative duties, including routine budgetary and staffing matters.

(e) Progression within the level

This level contains 3 Pay Points.

Appointment to Pay Point 1 is dependent upon holding the required qualification. Qualification is gained by the successful completion of identified training programs, and demonstrated competence in the functions of a Level 3 officer. This can be undertaken after having achieved Pay Point 3 for RFMO Level 2.

Progression to Pay Point 2 is subject to satisfactory performance management and development and completion of identified training programs.

Progression to Pay Point 3 is dependent upon successful completion of training programs providing core skills for RFMO Level 4, demonstrated competence in these skills and satisfactory performance management and development.

Whilst developmental training for Pay Point 3 is elective, skills, drills and knowledge maintenance and ongoing performance management and development are mandatory for all, including those at the top of the level.

Progression within this level will see a number of changes in the way in which employees carry out their responsibilities:

- (i) demonstrated proficiency in application of advanced techniques;
- (ii) demonstrated ability to effectively assign work and check the work of other employees as well as carrying out staff training;
- (iii) evidence of capacity to effectively co-ordinate activities, not only within the immediate work group, but with other positions or areas not under the employee's immediate control, such as attendance at large incidents; and
- (iv) employees will proactively analyse established procedures and methods, recommending more efficient or effective solutions or courses of action.

The minimum period of service required before progression through the Pay Points may occur will be 12 months and meeting the requirements listed below.

Progression between Pay Points will be dependent upon:

- (A) continuing completion of relevant training programs;
- (B) ongoing performance management and development;
- (C) competent delivery of operational skill requirements;

(D) achievement of necessary accreditation.

Employees at Pay Point 3 will assist and relieve Level 4 officers as required.

3.2.4 Rural Fire Management Officer Level 4 (RFMO4)

(a) Work level descriptor

Work at this level requires specialised knowledge in rural fire operations, including volunteer management.

Where the emphasis of the position is management, key functions will involve planning, organising, directing and controlling the work of subordinate supervisory levels. Extensive knowledge in the area of operations, and advanced management skills would be expected. Officers at this level will provide leadership at a professional level.

Positions, which have primary emphasis of a specialist nature, require specialised knowledge of complex and innovative methods and techniques, resulting from experience and/or advanced training.

Employees at this level will usually be required to undertake flexible work arrangements, and will have the capacity to provide supervision of offices at the lower levels.

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

Employees may be responsible for larger work teams, functions or zone operations.

High levels of initiative in accomplishing objectives shall be required to be exercised both on an individual basis and/or in a work team situation.

(b) Level of supervision

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

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

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

(c) Characteristics of the level

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

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

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

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

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

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

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

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

(d) Duties and skills

Duties may include the management of a work team, specialist functions, or group operations with responsibility for the standard of performance, output, completion of work assignments and allocation of resources.

Interpretation of guidelines, policies, standard operating procedures and other relevant material including legislation and awards and the application of sound judgment and discretion will be required in determining solutions to problems.

Duties performed at this level may include but would not be limited to:

- (i) operations management and planning;
- (ii) management of training delivery and evaluation of work performance;
- (iii) financial management for a work team as a distinct budgetary unit;
- (iv) control and co-ordination of fire mitigation and fire investigation duties;
- (v) assets management including vehicles, buildings, equipment, etc. within the region or unit;
- (vi) specialist functions as required such as community safety, research and development and training and other specific portfolio responsibilities;
- (vii) representation on Local Authority matters such as counter disaster committees;
- (viii) human resource management; and
- (ix) the application of highly developed written and oral communication skills.

(e) Progression within the level

This level contains 3 Pay Points.

Appointment to Pay Point 1 is dependent upon holding the required qualification. Qualification is gained by the successful completion of identified training programs, and demonstrated competence in functions of a Level 4 officer. This can be undertaken after achievement of Pay Point 3 at RFMO Level 3.

Effectiveness at this level can be defined to include:

- (i) achievement of agreed performance targets;
- (ii) timely delivery of operational planning requirements;
- (iii) progress through management development program; and
- (iv) satisfactory ongoing performance management and development.

Progression through Pay Points will be on the basis of successful performance via the performance management and development program.

Employees at RFMO Level 4 may be required to assist and relieve RFMO Level 5 officers from time to time.

The minimum period of service required before progression through the Pay Points may occur will be 12 months and meeting the requirements of performance management.

3.3 Rates of pay

Classification		Rate per fortnight
RFMO1	PP1	1,512.22
	PP2	1,684.27
	PP3	1,828.20
	PP4	1,968.62
	PP5	2,073.90
RFMO2	PP1	2,390.83
	PP2	2,462.71
	PP3	2,550.23
RFMO3	PP1	2,935.36
	PP2	3,022.22
	PP3	3,123.41

The above rates of pay are "Total Rates of Pay" which include compensation for working irregular hours at night time and on weekends and for being on-call.

PART 4 - MISCELLANEOUS

4.1 Hours of work for Rural Fire Management Officers Levels 1 and 2

4.1.1 The hours of work will be nominally 304 hours in an 8 week period. These hours will be worked on 10 days out of each 14-day period with an average of 7.6 hours worked per day, managed flexibly.

- 4.1.2 On average an employee covered by these conditions may be expected to have an average of one full weekend and 2 part weekends over an 8 week cycle impacted by work. A maximum of 14 nights may be impacted by work in an 8 week cycle. These nights will usually be worked as an average of 4 nights per fortnight.
- 4.1.3 The on-call allowance stipulated by this Award will be paid for on-call periods as required under the Assistant Commissioner's Directive (02/2003) *On-Call Rostering of Area Staff During Annual Fire Season*, as issued and amended by the Assistant Commissioner, Rural Operations.
- 4.1.4 Paid overtime must be approved in advance (non-emergent).
- 4.1.5 The spread of hours will be nominally from 8.00 a.m. to 10.00 p.m.
- 4.1.6 Rural Fire Management Officers Level 1 and 2 who are recalled to duty when on-call will be paid at the relevant overtime rates.
- 4.1.7 Rural Fire Management Officers Level 1 and 2 will receive payment for overtime when they work hours in excess of 10 hours in any one day.

4.2 Casual Rural Fire Management Officers

- 4.2.1 Casual Employees shall be paid an hourly rate equal to 1/38th of the appropriate classification level rate plus 23% loading.
- 4.2.2 In addition to the above, a casual employee shall be entitled to the payment of any applicable allowances based *pro rata* on the number of hours worked, but shall not be entitled to any other payment under this Award including provisions relating to leave.
- 4.2.3 Where a casual employee works on any one day hours in excess of 7.6 hours, they shall be entitled to the payment of overtime for such hours at the rate of time and one-half for the first 3 hours and double time thereafter.

4.3 38 hour week

- 4.3.1 Rural Fire Management Officers work a 38 hour week. These officers do not receive the 38 hour week allowance stipulated in the body of this Award.

4.4 Annual leave

- 4.4.1 Employees (other than a casual employee) shall be entitled to 5 weeks (35 continuous days) annual leave per annum i.e. 190 hours.
- 4.4.2 Such annual leave shall be exclusive of any public holiday which may occur during the period of such annual leave and shall be paid for in advance; and:
 - (a) in the case of any and every employee in receipt, immediately prior to commencing that leave, of ordinary pay at a rate in excess of their ordinary rate payable under this Award shall be paid at that excess rate; and
 - (b) in every other case, at the ordinary rate payable to the employee concerned immediately prior to commencing that leave.
- 4.4.3 If the employment of any employee is terminated at the expiration of a full year of employment, the Commissioner, Queensland Fire and Rescue Service shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee, in addition to all other amounts due to the employee, that employee's pay calculated in accordance with clause 3.3 of this Schedule, for 4 weeks and also ordinary pay for any ordinary holiday occurring during such period of 4 weeks.
- 4.4.4 If the employment of an employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to 1/9th of the employee's pay for the period of that employee's employment, calculated in accordance with clause 3.3 of this Schedule.
- 4.4.5 Reasonable notice of commencement of annual leave shall be given to the employee.
- 4.4.6 Provided further that any period that an employee spends on workers' compensation shall be treated as service for the purpose of evaluation of annual leave.
- 4.4.7 Where an employee is recalled from leave to perform duties of an emergent nature, such employee shall be entitled to complete the remainder of the allocated leave as soon as is practicable as agreed between the

employee and the Commissioner.

4.4.8 The Commissioner shall reimburse such employee any costs incurred by the employee in the cancellation and deferment of such leave.

4.5 Higher duties

4.5.1 Where an employee relieves another employee of higher rank and such employee assumes the duties and responsibilities of the employee so relieved, the employee shall be paid at the rate of the employee relieved for the whole of the time worked, and if performing the relieving duty for 4 hours or less the employee shall be paid at the higher rate for 4 hours.

4.5.2 Provided that clause 4.5.1 shall not apply whilst an employee is relieving another employee during the 48 hours that the employee is rostered off each week.

4.6 Overtime

4.6.1 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 hours of work, 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.

4.6.2 *Rest period between work periods*

(a) If an employee is required to work overtime, the employee shall 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 shall 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:

Provided that clause 4.6.2 shall not apply where the employee is recalled to work overtime and actually works not more than 2 hours overtime:

Provided further that clause 4.6.2 shall not apply where the period between ordinary rostered hours is 10 hours or less.

4.6.3 *Overtime on public holidays* - All time an employee is required to work on a day for which the employee is entitled to be paid at a rate prescribed by clause 4.7 outside the period between the ordinary starting and ordinary finishing times for such day, is to be paid for at double the rates as provided for in clause 4.6.1 for such time actually worked.

4.6.4 *Time off in lieu of overtime* - Subject to the approval of the Commissioner, employees may elect to be compensated by receiving time off in lieu of receiving paid overtime. Time off in lieu will be equivalent to the relevant rate of accrual. Time off in lieu is to be taken within 12 months from the date on which the overtime was worked and at a time agreeable to the employer and the employee. In the case of RFMO3 and RFMO4 employees, time off in lieu not accessed within 12 months of accrual shall be foregone unless the employer has prevented it being taken, in which case such time shall be paid for by the employer at the relevant rate of accrual. In the case of RFMO1 and RFMO2 employees, time off in lieu not accessed within 12 months of accrual shall be paid for by the employer at the relevant rate of accrual.

4.7 Public holidays

4.7.1 All work done by any employee other than upon a time-off in lieu basis on:

- 1 January;
- 26 January;
- 25 April (Anzac Day);
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- 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, shall be paid for at the rate of double time and a-half with a minimum of 4 hours.

- 4.7.2 (a) All employees (other than casuals) covered by this Award shall be entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday), irrespective of the fact that no work may be performed on such day.
- (b) Where an employee actually works on Labour Day, such employee shall be paid in addition, a payment for the time actually worked between the normal starting and finishing times at one and a-half times the ordinary rates prescribed for such work with a minimum of 4 hours.
- 4.7.3 All work done by employees in a district specified from time to time by the Minister by notification published in the Gazette on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification, of such district, shall be paid for at the rate of double time and a-half with a minimum of 4 hours. No employee shall be entitled to receive payment in accordance with clause 4.7.3 for work performed on such a day on more than one occasion in each calendar year.
- 4.7.4 For the purposes of clause 4.7, where the rate of wages is a weekly rate, "double time and a-half" shall mean one and one-half day's wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day.
- 4.7.5 Where mutual agreement exists between the Commissioner and the employee concerned and subject to clause 4.7.2(a) other ordinary working days may be substituted for the public holidays specified in clause 4.7. Where agreement cannot be reached, the employee may access the grievance procedure as outlined in clause 3.1 of the Award:

Provided that, where an employee is subsequently required to work on such substituted day, the employee shall be paid the rate applicable for the holiday that has been substituted.

- 4.7.6 All employees (other than casuals) shall be entitled to payment for rostered ordinary hours to be worked for each of the public holidays referred to in clause 4.7.1 notwithstanding that no work is required to be performed.

4.8 Sick leave

- 4.8.1 *Entitlement* - Every employee (other than casuals) shall be entitled to 10 days (72.5 hours) sick leave on full salary in respect of each completed year of service and a proportionate amount for an incomplete year of service.

Sick leave herein prescribed shall be cumulative throughout the employee's employment with the Queensland Fire and Rescue Service.

- 4.8.2 *Conditions* - The following provisions shall apply in respect of sick leave -

- (a) An application in writing by or on behalf of an employee and supported by a certificate from a medical practitioner stating:
- (i) the nature of the illness; and
 - (ii) the period or approximate period for which sick leave is necessary, shall be submitted for every absence for which sick leave is sought.

The Commissioner may dispense with the medical certificate where the absence does not exceed 3 consecutive working days. A dental certificate may be accepted in lieu of a medical certificate. The maximum leave which may be granted on production of a dental certificate is 5 consecutive working days.

- (b) Sick leave for any period of absence may be granted upon one or more applications covering the period of absence.
- (c) Sick leave granted to an employee shall be deducted from the employee's accumulated entitlement.
- (d) An employee may access undrawn annual leave for the purposes of sick leave only when the employee's entitlement to sick leave on full salary has been exhausted.
- (e) Sick leave without salary may be granted where all sick leave on full salary and all undrawn annual leave to which an employee is entitled, have been exhausted.
- (f) An employee who becomes pregnant:
- (i) may be granted sick leave in respect of an illness not related to the pregnancy for a period prior to the commencement of maternity leave or in lieu of a period of maternity leave;
 - (ii) shall not be granted sick leave without salary in respect of an illness related to the pregnancy.
- (g) Sick leave may be granted in lieu of annual leave or long service leave already approved where:

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

4.8.3 Without limiting the Commissioner's existing rights, where an employee has a proven pattern of recurring absences on sick leave, the Commissioner shall notify the employee and the employee's industrial organisation of same. The Commissioner shall ensure that the employee is counselled in relation to the employee's unsatisfactory absence.

If the pattern of sick leave absences 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.

Dated 8 April 2003.

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

Operative Date: 2 June 2003