

## QUEENSLAND FIRE AND EMERGENCY SERVICE EMPLOYEES AWARD - STATE 2016

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## **PART 1 - Title and Operation**

### **1. Title**

This Award is known as the *Queensland Fire and Emergency Service Employees Award - State 2016*.

### **2. Operation**

Subject to section 824 of the Act, this Award operates from 1 September 2016.

### **3. Definitions and interpretation**

Unless the context otherwise requires, in this Award:

**accrued time off** means TOIL and/or accrued rostered days off

**Act** means the *Industrial Relations Act 1999*

**classification level** comprises a minimum salary rate plus a range of increments in a particular stream through which employees will be eligible to progress

**Commission** means the Queensland Industrial Relations Commission

**Commissioner** means the Commissioner of QFES, appointed pursuant to section 5 of the *Fire and Emergency Services Act 1990*, or their delegate

**Communications stream** means employees employed by QFES in a fire and emergency communication centre in a classification described in Schedule 2

**continuous shift work** means for an employee in the Fire and rescue or Communications streams, a roster pattern that provides for work to be continuously performed over a period of 24 hours a day, 7 days per week, 365 days per year

**continuous shift worker** means an employee who works as part of a continuous shift work system

**directive** means a ruling, or part of a ruling, made under section 53 or section 54 of the *Public Service Act 2008*

**employee** means a person who is engaged by QFES whose salary or rate of pay is fixed by this Award

**Fire and rescue stream** means employees employed by QFES in a firefighter rank as described in Schedule 1

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

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

**night shift** means for an employee in the Fire and rescue or Communications streams, a shift where the majority of ordinary hours fall between 1800 on one day and 0600 on the following day

**paypoint** means the specific rate of remuneration payable to an employee within a classification level

**public holiday** has the same meaning as that provided in Schedule 5 of the Act

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

**QFES** means the Queensland Fire and Emergency Service, established by section 8 of the *Fire and Emergency Services Act 1990*

**rostered day off** means a day, other than a scheduled day off, on which an employee is not rostered for duty as a result of time accrued under the method of working ordinary hours implemented in accordance with clause 15.1

**Rural fire service stream** means employees employed by QFES in the Rural Fire Service in a classification described in Schedule 3

**scheduled day off** means:

- for an employee whose ordinary hours of duty are Monday to Friday: Saturday and Sunday
- for an employee whose ordinary hours of duty include a Saturday and/or Sunday: one of the two days each 7 day period, or four days each 14 day period, that the employee is not rostered for duty in accordance with clause 15.1(b)(i)(B). Depending on the working arrangements, a Saturday and/or Sunday may also be a scheduled day off

**Senior Officer** means an employee engaged at the rank of Inspector, Superintendent or Chief Superintendent in the Fire and rescue stream or Rural fire service stream

**shift work** means for an employee in the Fire and rescue or Communications streams, work performed by an employee within a roster pattern that provides for work to be performed over a period of 7 days per week, which may include work on night shifts, weekends and public holidays

**shift worker** means an employee in the Fire and rescue and Communications streams who works shift work

**spread of ordinary hours** has the meaning ascribed to it in clause 15.3

**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

**TOIL** means time off in lieu of payment for overtime

**union** means one of the industrial organisations of employees mentioned in clause 4.1(c)

## 4. Coverage

**4.1** This Award applies to:

- (a) employees of QFES whose salaries or rates of pay are fixed by this Award; and
- (b) the Commissioner in their capacity as the employer of employees covered by this Award; and
- (c) the following industrial organisations of employees:
  - (i) Queensland Fire and Rescue - Senior Officers Union of Employees;
  - (ii) Together Queensland, Industrial Union of Employees; and
  - (iii) United Firefighters' Union of Australia, Union of Employees, Queensland,to the exclusion of any other award.

**4.2** This Award does not apply to volunteer or auxiliary officers of QFES.

#### **4.3 Directives applying to employees covered by this Award**

In addition to the conditions of employment provided in this Award, Schedule 4 records those directives about specified matters which apply to employees covered by this Award.

#### **5. The Queensland Employment Standards and this Award**

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

#### **6. Enterprise flexibility and facilitative award provisions**

##### **6.1 Enterprise flexibility**

- (a) As part of a process of improvement in productivity and efficiency, discussion should take place at an enterprise level to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- (b) The consultative processes established in an enterprise in accordance with clause 6.1 may provide an appropriate mechanism for consideration of matters relevant to clause 6.1(a). Local union delegates/representatives may be involved in such discussions.
- (c) Any proposed genuine agreement reached between the employer and employees in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

##### **6.2 Procedures to implement facilitative award provisions**

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

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

- (h) Where the agreement relates to either the working of ordinary hours on other than a Monday to Friday basis, the introduction of shift work or a change to the shift roster, the relevant union/s are to be notified in writing at least one week in advance of agreement being sought.

## **PART 2 - Dispute Resolution**

### **7. Dispute resolution**

#### **7.1 Prevention and settlement of disputes - Award matters**

- (a) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Award by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (b) Subject to legislation, while the dispute procedure is being followed normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (c) There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- (d) In the event of any disagreement between the parties as to the interpretation or implementation of this Award, the following procedures shall apply:
  - (i) the matter is to be discussed by the employee's union representative and/or the employee/s concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
  - (ii) if the matter is not resolved as per clause 7.1(d)(i), it shall be referred by the union representative and/or the employee/s to the appropriate management representative who shall arrange a conference of the relevant parties to discuss the matter. This process should not extend beyond 7 days;
  - (iii) if the matter remains unresolved it may be referred to the Commissioner for discussion and appropriate action. This process should not exceed 14 days;
  - (iv) if the matter is not resolved then it may be referred by either party to the Commission.
- (e) Nothing contained in this procedure shall prevent a union or the employer from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

#### **7.2 Employee grievance procedures - other than Award matters**

- (a) The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion to reduce the level of dispute and to promote efficiency, effectiveness and equity in the workplace.
- (b) The following procedure applies to all industrial matters within the meaning of the Act:
  - Stage 1: In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to solve the grievance. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1.

Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's union representative during the course of Stage 2.

Stage 3: If the 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 relevant union.

(c) The Commissioner shall ensure that:

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

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

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

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

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

Stage 1: Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond 7 days.

Stage 2: Not to exceed 7 days.

Stage 3: Not to exceed 14 days.

(g) If the grievance is not settled the matter may be referred to the Commission by the employee or the union.

(h) Subject to legislation, while the grievance procedure is being followed normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.

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

## **PART 3 - Types of Employment, Consultation and Termination of Employment**

### **8. Types of employment**

(a) In the Fire and rescue stream, an employee may be employed on a full-time, part-time or temporary basis, subject to the provisions of the *Fire and Emergency Services Act 1990*.

- (b) In the Communications stream and the Rural fire service stream, an employee may be employed on a full-time, part-time, casual or temporary basis, subject to the provisions of the *Fire and Emergency Services Act 1990*.

### **8.1 Full-time employment**

A full-time employee is one who is engaged to work an average of either 38 or 40 ordinary hours per week over a roster cycle as prescribed in clause 15 of this Award.

### **8.2 Part-time employment**

- (a) Subject to consultation occurring between the parties prior to part-time employment being introduced into any new area after the date of commencement of this Award, an employee may be engaged on a part-time basis under the conditions prescribed in clause 8.2. Existing part-time employees as at the date of commencement of this Award may continue to be employed on that basis under the conditions prescribed in this clause.
- (b) A part-time employee is an employee who:
- (i) is engaged to work a regular pattern of ordinary hours each fortnight which are less than the ordinary hours worked by an equivalent full-time employee;
  - (ii) receives, on a *pro rata* basis, the same salary and conditions of employment (including allowances, leave entitlements and public holiday provisions as prescribed in this award) to those of an equivalent full-time employee who performs the same kind of work;
  - (iii) is employed for no less than an average of 8 hours and no more than 32 hours per week.
- (c) For each ordinary hour worked a part-time employee shall be paid no less than:
- (i) 1/76<sup>th</sup> of the minimum fortnightly rate of pay for their classification where an equivalent full-time employee's ordinary hours of work are an average of 38 hours per week; or
  - (ii) 1/80<sup>th</sup> of the minimum fortnightly rate of pay for their classification where an equivalent full-time employee's ordinary hours of work are an average of 40 hours per week.
- (d) A part-time employee shall be provided with a roster prescribing their agreed pattern of ordinary hours over a roster cycle. The spread of ordinary hours shall be the same as those prescribed for a full-time employee under this Award.
- (e) All time worked by a part-time employee in excess of their agreed rostered hours:
- (i) on any one day; and/or
  - (ii) over the roster cycle,
- shall be paid at the appropriate overtime rate prescribed in clause 18.2.
- (f) Part-time employees are eligible for payment of salary increments in accordance with the provisions of Schedules 1, 2 and 3.

### **8.3 Casual employment - Communications and Rural fire service streams**

- (a) (i) A casual employee is an employee who is engaged and paid as such, provided that for casual employees in the Communications stream the engagement is not expected to



continue on a regular and defined basis and is fewer in hours than those prescribed for a full-time employee.

- (ii) Each casual engagement within the Communications stream stands alone with a minimum payment as for 2 hours' work to be made in respect to each engagement.
- (b) For each hour worked a casual employee shall be paid no less than:
- (i)  $\frac{1}{76}$ <sup>th</sup> of the minimum fortnightly rate of pay for their classification, where an equivalent full-time employee's ordinary hours of work are an average of 38 hours per week; or
  - (ii)  $\frac{1}{80}$ <sup>th</sup> of the minimum fortnightly rate of pay for their classification, where an equivalent full-time employee's ordinary hours of work are an average of 40 hours per week,
- plus a casual loading of 23%.
- (c) The casual loading of 23% is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment. The loading constitutes part of the casual employee's salary for the purpose of calculating overtime, weekend penalties, public holiday and shift payments, where relevant.
- (d) Casual employees are eligible for payment of salary increments in accordance with the provisions of Schedules 2 and 3.
- (e) For casual employees in the Communications stream:
- (i) appointments to a casual position shall only occur where there exists a short term, intermittent need;
  - (ii) casual employment can be appropriate over an extended period where a small number of hours per week are offered;
  - (iii) casual employees should not be used where there is a continuous requirement for work to be performed for a set number of hours each week, when a part-time employee may be more appropriate.

#### **8.4 Temporary employment**

- (a) Prior to the introduction of temporary employment at the Inspector and Superintendent ranks within the Fire and rescue and Rural fire service streams, consultation shall occur between the relevant parties.
- (b) Eligibility for temporary employment will be dependent upon satisfying the competency standard prescribed for the position. A temporary employee shall be required to maintain this standard for the duration of the temporary engagement.
- (c) A temporary employee may be engaged in either a full-time or part-time capacity for a predetermined period which will not usually exceed six months.
- (d) The method of working ordinary hours shall be the same as those prescribed for an equivalent full-time employee under this Award.
- (e) All leave provisions of this Award applying to full-time employees shall apply *pro rata* to temporary employees.

- (f) Provided that no more than three months has elapsed between the completion of a period of temporary service and the taking up of a permanent appointment, temporary service shall be counted as service for all purposes of this Award.

## **8.5 Anti-discrimination**

- (a) In fulfilling their obligations under this award, the parties must take reasonable steps to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects. Discrimination includes:
  - (i) discrimination on the basis of sex, relationship status, family responsibilities, pregnancy, parental status, breastfeeding, age, race, impairment, religious belief or religious activity, political belief or activity, trade union activity, lawful sexual activity, gender identity, sexuality and association with, or in relation to, a person identified on the basis of any of the above attributes;
  - (ii) sexual harassment; and
  - (iii) racial and religious vilification.
- (b) Nothing in clause 8.5 is to be taken to affect:
  - (i) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
  - (ii) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Australian Human Rights Commission/Anti-Discrimination Commission Queensland.

## **9. Termination of employment**

Notice of termination by the employer is provided for in Division 9 of the QES. Clauses 9.1 to 9.5 supplement the QES provisions.

### **9.1 Notice of termination by the employer**

- (a) The minimum period of notice by the employer to an employee in the Fire and rescue stream or the Rural fire service stream with:
  - (i) not more than 3 years of continuous service is 2 weeks.
  - (ii) 3 or more years of continuous service is provided for in Division 9 of the QES.
- (b) The minimum period of notice by the employer to an employee in the Communications stream is provided for in Division 9 of the QES.

### **9.2 Notice of termination by an employee**

Unless otherwise agreed between the employer and an employee the notice of termination required by an employee, other than a casual employee, will be 2 weeks or 2 weeks' salary forfeited in lieu. If an employee fails to give the required notice the employer will have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of salary for the period of notice not provided.

### **9.3 Notice cannot be offset**

In the absence of mutual agreement between the employer and the employee, annual leave or any part thereof cannot be considered as or nominated as notice for the purpose of giving notice of termination of employment.

### **9.4 Job search entitlement**

Where the employer has given notice of termination to an employee for reasons other than redundancy, the employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

### **9.5 Statement of employment**

The employer shall, in the event of termination of employment, provide upon request to an employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

## **10. Redundancy**

### **10.1 Redundancy pay**

Redundancy pay is provided for in Division 9 of the QES. Clauses 10.2 to 10.9 supplement the QES provisions.

*Note: Where a directive about redundancy and retrenchment covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.*

### **10.2 Consultation before termination**

- (a) Where the employer decides that the employer no longer wishes the job an employee/s has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee/s directly affected and, where relevant, their union/s.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision which will invoke the provisions of clause 10.2(a) and shall cover the reasons for the proposed terminations and measures to avoid or minimise the terminations and/or their adverse effects on the employee/s concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employee/s concerned and, where relevant, their union/s, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out.
- (d) Notwithstanding the provision of clause 10.2(c), the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

### **10.3 Transfer to lower paid duties**

- (a) Where an employee is transferred to lower paid duties by reason of redundancy the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under the redundancy pay provisions of the QES.

- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
  - (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including, for example, allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.

#### **10.4 Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

#### **10.5 Job search entitlement**

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee must, at the request of the employer, produce proof of attendance at an interview or the employee will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- (c) Clause 10.5 applies instead of clause 9.4 in cases of redundancy.

#### **10.6 Transmission of business**

- (a) Where a business is, whether before or after the date of commencement of this Award, transmitted from the employer (transmittor) to another employer (transmittee) and an employee who at the time of such transmission was an employee of the transmittor of the business becomes an employee of the transmittee:
  - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clauses 10.6 and 10.7, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

### **10.7 Exemption where transmission of business**

The provisions of clause 10.6 are not applicable where a business is, before or after the date of commencement of this Award, transmitted from the employer (transmittor) to another employer (transmittee) in any of the following circumstances:

- (a) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or
- (b) where the employee rejects an offer of employment with the transmittee:
  - (i) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
  - (ii) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

### **10.8 Alternative employment**

The employer, in a particular case, may make application to the Commission to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

### **10.9 Employees exempted**

Clauses 10.1 to 10.8 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to an employee engaged for a specific period or task/s; or
- (c) to a casual employee; or
- (d) to an employee with less than one year's continuous service, in which case the general obligation on the employer should be no more than to give the relevant employee an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining by the employee of suitable alternative employment.

## **11. Consultation - Introduction of changes**

### **11.1 Employer's duty to notify**

- (a) Where the employer decides to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their union/s.
- (b) 'Significant effects' includes termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- (c) Where the Award makes provision for alteration of any of the matters referred to in clauses 11.1(a) and (b) an alteration shall be deemed not to have significant effect.

### **11.2 Employer's duty to consult over change**

- (a) The employer shall consult the employees affected and, where relevant, their union/s about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 11.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union/s, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees.
- (d) Notwithstanding the provision of clause 11.2(c) the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

## **PART 4 - Minimum Salary Levels, Allowances and Related Matters**

### **12. Classifications and minimum salary levels**

#### **12.1 Classification structure**

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

- (a) Fire and rescue stream
- (b) Communications stream
- (c) Rural fire service stream.

#### **12.2 Allocation to stream and classification levels**

- (a) Allocation of employees to the Fire and rescue, Communications and Rural fire service streams and to classification levels within those streams shall be in accordance with the generic level statements contained in Schedules 1, 2 and 3. These statements reflect the degree of complexity and responsibility of duties, skills and knowledge proceeding from the lowest to the highest classification levels. Their purpose is to provide an indication as to the classification level appropriate to any packaging of duties.
- (b) Where a new position is created and its allocation cannot be determined the matter may be discussed with the relevant employee/s and, where requested, their representative, and/or referred to the Commission for resolution.
- (c) Payment is determined by the skill level of the role, not the tasks undertaken. Payment does not automatically vary when particular tasks or new tasks are performed.

#### **12.3 Movement between and within classification levels**

Movement between and within classification levels shall be in accordance with Schedules 1, 2 and 3.

**12.4 Minimum salary levels****(a) Fire and rescue stream**

The minimum salaries payable to employees within the Fire and rescue stream are prescribed in the table below:

<b>Position title</b>	<b>Award Rate<sup>1</sup> Per Fortnight \$<sup>2</sup></b>	<b>Annual Salary<sup>3</sup> \$<sup>2</sup></b>
Recruit Firefighter	1,603	41,821
Firefighter	1,916	49,987
Firefighter First Class	2,059	53,717
Senior Firefighter	2,173	56,691
Leading Firefighter	2,311	60,292
Station Officer 1	2,520	65,744
Station Officer 2	2,599	67,805
Station Officer 3	2,694	70,284
Building Approval Officer 1	2,999	78,241
Building Approval Officer 2	3,098	80,824
Inspector ♦	4,403	114,870
Superintendent ♦	4,808	125,436
Chief Superintendent ♦	5,067	132,193

**Notes:**

- <sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2016 Declaration of General Ruling.
  - <sup>2</sup> Rounded to the nearest dollar.
  - <sup>3</sup> Annual salaries (fortnightly rate x 26.089) are for reference purposes only.
- ♦ Subject to clause 18.11 the award rates per fortnight for Inspectors, Superintendents and Chief Superintendents in the Fire and rescue stream are "all up" wage rates and, without being exhaustive, include a loading of 20% as compensation for working standard hours of work, on call requirements (provision of one week in four weeks averaged over a 12 month period), out of hours responses when on call, annual leave loading and weekend and shift penalties. However, work performed on a public holiday is to be remunerated at the rate prescribed in clause 23.1.

**(b) Communications stream**

The minimum salaries payable to employees within the Communications stream are prescribed in the table below:

<b>Position title</b>	<b>Paypoint</b>	<b>Award Rate<sup>1</sup> Per Fortnight \$<sup>2</sup></b>	<b>Annual Salary<sup>3</sup> \$<sup>2</sup></b>
Communications Officer Level 1	1	1,713	44,690
	2	2,032	53,013
	3	2,106	54,943
	4	2,184	56,978
Communications Supervisor Level 2	1	2,770	72,267
	2	2,850	74,354
	3	2,929	76,415
	4	3,009	78,502
Communications Manager ♦	1	3,637	94,886
	2	3,746	97,729
	3	3,866	100,860

**Notes:**

- <sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2016 Declaration of General Ruling.
- <sup>2</sup> Rounded to the nearest dollar.
- <sup>3</sup> Annual salaries (fortnightly rate x 26.089) are for reference purposes only.
- ◆ Subject to clause 18.12 the award rates per fortnight for Communications Managers in the Communications stream include a loading of 20% paid as compensation for working ordinary hours of work, on call and call-back requirements, overtime, annual leave loading, out of hours work and ordinary work at night and on weekends. However, work performed on a public holiday is to be remunerated at the rate prescribed in clause 23.1.

**(c) Rural fire service stream**

The minimum salaries payable to employees within the Rural fire service stream are prescribed in the table below:

Position title	Paypoint	Award Rate <sup>1</sup> Per Fortnight \$ <sup>2</sup>	Annual Salary <sup>3</sup> \$ <sup>2</sup>
Rural Fire Service Officer Level 1 ♣	1	2,056	53,639
	2	2,270	59,222
	3	2,449	63,892
	4	2,633	68,692
	5	2,779	72,501
Rural Fire Service Officer Level 2 ♣	1	3,276	85,468
	2	3,378	88,129
	3	3,502	91,364
Inspector ◆		4,403	114,870
Superintendent ◆		4,808	125,436
Chief Superintendent ◆		5,067	132,193

Notes:

- <sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2016 Declaration of General Ruling.
- <sup>2</sup> Rounded to the nearest dollar.
- <sup>3</sup> Annual salaries (fortnightly rate x 26.089) are for reference purposes only.
- ♣ The award rates per fortnight for Rural Fire Service Officers Level 1 and Level 2 in the Rural fire service stream include a loading of 28.87% and 30%, respectively, paid in lieu of compensation for working irregular hours at night, on weekends and for being on call.
- ◆ Subject to clause 18.11 the award rates per fortnight for Inspectors, Superintendents and Chief Superintendents in the Rural fire service stream are "all up" wage rates and, without being exhaustive, include a loading of 20% as compensation for working standard hours of work, on call requirements (provision of one week in four weeks averaged over a 12 month period), out of hours responses when on call, annual leave loading and weekend shift penalties. However, work performed on a public holiday is to be remunerated at the rate prescribed in clause 23.1.

**(d) Payment of salaries**

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

**12.5 Performance of higher duties**

**(a) Fire and rescue stream**

- (i) An employee directed to temporarily fill a position for a period that exceeds two full working days or shifts at a higher classification level shall be paid extra remuneration at the first paypoint of the classification level of the position being temporarily filled for the entire period spent in the relieving position.



- (ii) However, in the case of an employee at the firefighter or station officer ranks, an employee shall be paid at the first paypoint of the classification level of the position being temporarily filled for each full day or shift completed in the relieving position.

(b) Communications stream

An employee directed to temporarily fill a position for a period that equals or exceeds one full working day or shift at a higher classification level shall be paid extra remuneration at the first paypoint of the classification level of the position being temporarily filled for each full day or shift completed in that position.

(c) Rural fire service stream

- (i) Subject to clause 12.5(c)(ii), an employee who relieves another employee at a higher classification level, and assumes the duties and responsibilities of the higher classification level, shall be paid at the first paypoint of the classification level of the position in which they are relieving for the whole of the time worked, with a minimum payment as for 4 hours' work.
- (ii) Clause 12.5(c)(i) does not apply where an employee is relieving another employee during the time that the other employee is rostered off duty each week.

### 13. Allowances

#### 13.1 Aerial appliance driver's allowance - Fire and rescue stream

- (a) An employee in the Fire and rescue stream shall be paid an additional \$1.54 per shift where the following conditions are satisfied:
  - (i) the employee is required to take responsibility for an aerial appliance; and
  - (ii) the employee may be required to drive the aerial appliance in responding to an emergency incident; and
  - (iii) the employer has deemed the employee to be proficient in the operation of the aerial appliance in accordance with prescribed criteria.
- (b) For the purpose of clause 13.1(a) **aerial appliance** means a telescopic aerial pumper, a hydraulic ladder platform or a high reach aerial appliance.

#### 13.2 Divisional and District parities - Fire and rescue and Communications streams

- (a) In addition to the rates of wages set out in this Award the following amounts shall be paid to employees (other than casual employees) in the Fire and rescue and Communications streams employed in the Divisions and Districts referred to hereunder:

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

(b) Divisions:

- (i) 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.

(ii) 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.

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

(c) Districts:

(i) 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.

(ii) 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.

### **13.3 Motor vehicle allowance**

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

(i) motor vehicle - \$0.77 per kilometre; and

(ii) motorcycle - \$0.26 per kilometre.

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

*Note: Where a directive about motor vehicle allowances covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.*

### **13.4 Mount Isa locality allowance**

(a) An employee in the Fire and rescue stream who is employed in Mount Isa shall receive an additional \$66.00 per fortnight.

(b) An employee in the Communications stream who is employed in Mount Isa shall receive an additional \$91.60 per fortnight.

- (c) The amounts prescribed in clauses 13.4(a) and (b) shall be payable with respect to annual leave, long service leave and all other forms of leave with pay, but shall not be included for the purpose of calculating overtime or any penalty payments.

### 13.5 Overtime meal allowances and meal breaks

- (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) meal; or
  - (ii) an allowance of \$12.85.
- (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 \$12.85 for such meal.
- (c) Where an employee is off duty and is recalled for duty during a **normal meal time**, the employee shall be paid a meal allowance of \$12.85 for each such recall.
- (d) For the purposes of clause 13.5(c) a **normal meal time** may be any of the following periods:
- (i) between 0700 and 0800; or
  - (ii) between 1200 and 1400; or
  - (iii) between 1730 and 1900.

### 13.6 Adjustment of monetary allowances

- (a) The monetary allowance specified in clause 13.1 (aerial appliance driver's allowance) shall be automatically adjusted from the same date and in the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in this Award.
- (b) At the time of any adjustment to the wage rates in this Award the expense related allowances at clauses 13.3 (motor vehicle allowance) and 13.5 (overtime meal allowances and meal breaks), respectively, shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (c) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

<u>Allowance</u>	<u>Eight Capitals Consumer Price Index</u> <u>(Cat No. 6401.0 - Table 7)</u>
Motor vehicle allowance <i>(last adjusted 1 September 2014)</i>	Private motoring sub-group
Overtime meal allowance <i>(last adjusted 1 September 2016)</i>	Take-away and fast foods sub-group

## 14. Superannuation

- (a) Subject to Commonwealth legislation and clause 14(b), the employer must comply with superannuation arrangements prescribed in the *Superannuation (State Public Sector) Act 1990* (and associated Deed, Notice and Regulation).
- (b) Where Commonwealth legislation provides for choice of fund rights to an employee subject to this Award, and an employee fails to elect which superannuation fund to which employer contributions are directed, the employer will direct contributions to the appropriate fund prescribed in the abovementioned Queensland legislation.

## PART 5 - Hours of Work and Related Matters

### 15. Hours of duty

#### 15.1 Ordinary hours of duty - employees other than Senior Officers

- (a) Subject to the provisions of clauses 15.1(b), 15.2 and 15.3, the ordinary hours of duty for employees covered by this Award (other than Senior Officers) shall be as recorded in the table below:

Stream	Average ordinary hours of work per week over a roster cycle	Maximum ordinary hours of work per day
(i) Fire and rescue stream		
(A) residential training courses	40	10
(B) recruit training courses	40	10
(C) all other duties	40	14
(ii) Communications stream		
(A) residential training courses	40	10
(B) all other duties	40	14
(iii) Rural fire service stream		
(A) full-time and part-time employees	38	10
(B) casual employees	38	10

- (b) Except where an employee (other than a Senior Officer) is participating in training, the ordinary hours prescribed in clause 15.1(a) shall be worked as prescribed below:
  - (i) Fire and rescue and Communications streams
    - (A) Unless mutually agreed otherwise, all ordinary hours of duty, other than attendance at residential training courses and recruit training courses, are to be worked continuously (exclusive of unpaid meal breaks) with a minimum of 8 hours per day.
    - (B) Scheduled days off
      - (i) All employees shall be entitled to not less than 2 consecutive scheduled days off duty each 7 consecutive days.

- (ii) In lieu of 2 whole days off in each 7 consecutive days an employee may be allowed in each 14 consecutive day period either one scheduled day off in one 7 day period and 3 consecutive scheduled days off in the other 7 day period or 4 consecutive scheduled days off.
    - (iii) Two consecutive scheduled days off, one at the end of one 7 day period and one at the beginning of the following 7 day period may be counted as meeting the requirements of clause 15.1(b)(i)(B).
  - (C) A continuous shift work roster shall provide a minimum of 8 hours break between the finish of ordinary hours of duty on one day and the commencement of ordinary hours of duty on the following day.
  - (D) Unless otherwise provided in a shift work or continuous shift work roster, a full-time employee 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.
  - (E) If the employer proposes to alter the pattern of working hours in any work location, consultation regarding the proposed working arrangements will occur with the employee/s directly concerned and, if requested by the employee/s, their union/s, prior to their implementation.
- (ii) Rural fire service stream
- (A) Ordinary hours of duty shall be nominally 304 hours in an 8 week period.
  - (B) Ordinary hours of duty shall be worked on 10 days out of each 14 day period with an average of 7.6 hours worked per day, managed flexibly.
  - (C) On average, an employee in the Rural fire service stream may expect to have an average of one full weekend and two part weekends over an 8 week cycle impacted by work.
  - (D) 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.
- (c) In most cases, plans will be made well enough in advance to enable at least two weeks' notice to the employee of a requirement to attend training, change shifts or change rosters. However, receipt of a lesser period of notice, in itself, shall not be an adequate reason for failing to attend such training.

## **15.2 Ordinary hours of duty - Senior Officers**

- (a) Standard hours of work for Senior Officers will consist of 38 hours per week. Both Senior Officers and their managers are to maintain a "position" focus rather than an "hours" focus. The effective management of working hours and responsibilities will be planned in consultation with the employee's manager. Planned hours are in recognition that most positions need flexibility with starting and ceasing times to satisfy work responsibilities, for example, positions that require flexible arrangements for contact with Auxiliary Firefighters.
- (b) The provisions of clauses 15.1(b)(i)(B), 15.1(b)(i)(E) and 15.1(c) shall apply to all Senior Officers.
- (c) In addition to the provisions contained in clause 15.2(b) the provisions of clauses 15.1(b)(i)(C) and (D) shall also apply to those Senior Officers who perform a Duty Manager Operations role and who work shift rosters.

- (d) Subject to the conditions in clauses 15.2(d)(i), (ii) and (iii), a Senior Officer (other than one performing a Duty Manager Operations role) shall be able to work a 40 hour week and accrue two hours per week towards a programmed day off (PDO) to be taken once every 28 calendar days.
- (i) Where a Senior Officer is unable to access a PDO, then they are to be placed on such PDO during the current roster period or the next. Taking alternative PDOs will be with the agreement of the relevant Assistant Commissioner.
  - (ii) A PDO may be taken on its own or in conjunction with annual leave or weekends (or their equivalent if standard hours are worked on a Saturday and/or Sunday).
  - (iii) There will be no cash equivalent paid in lieu of PDOs not taken.

### 15.3 Spread of ordinary hours of duty

Unless the employer and the employee agree otherwise, the spread of ordinary hours of duty shall be 0000 to 2400 Monday to Sunday, or other spread of hours as recorded in the table below:

Stream	Spread of ordinary hours
(a) Fire and rescue stream <ul style="list-style-type: none"> <li>• when attending residential training courses</li> <li>• when attending recruit training courses</li> </ul>	0800 to 2000, Monday to Friday 0800 to 1700, Monday to Friday
(b) Communications stream <ul style="list-style-type: none"> <li>• when attending residential training courses</li> </ul>	0800 to 2000, Monday to Friday
(c) Rural fire service stream <ul style="list-style-type: none"> <li>• at all times</li> </ul>	0800 to 2200, Monday to Sunday

### 15.4 Payment for working ordinary hours - Fire and rescue and Communications streams

- (a) An employee (other than a Senior Officer or a Communications Manager) in the Fire and rescue stream or the Communications stream who works a night shift between 0000 on a Monday and 2400 on a Friday, inclusive, is to be paid an additional 15% for all ordinary time worked on such shift.
- (b) All ordinary hours of duty worked by an employee (other than a Senior Officer or a Communications Manager) on a weekend shall be paid for as follows:
  - (i) between 0000 and 2400 on a Saturday - time and one-half; and
  - (ii) between 0000 and 2400 on a Sunday - double time.
- (c) All ordinary hours of duty worked by an employee between 0000 and 2400 on a public holiday shall be paid for at the rate prescribed in clause 23.1.

### 15.5 Payment for working ordinary hours - Rural fire service stream

- (a) The rates prescribed in clause 12.4(c) for Rural Fire Management Officers in the Rural fire service stream include compensation for working ordinary hours at nights and on weekends.

- (b) As such, all ordinary hours of duty worked by an employee (other than a Senior Officer) in that stream shall be paid for as follows:
  - (i) between 0000 and 2400 Monday to Friday - at the rate prescribed in clause 12.4;
  - (ii) between 0000 and 2400 on a Saturday - at the rate prescribed in clause 12.4;
  - (iii) between 0000 and 2400 on a Sunday - at the rate prescribed in clause 12.4;
  - (iv) between 0000 and 2400 on a public holiday - at the rate prescribed in clause 23.1.

## **16. Meal breaks**

- (a) An employee shall be entitled to meal breaks as prescribed below:
  - (i) an employee who is a continuous shift worker shall be entitled to:
    - (A) 30 minutes paid meal break on each night shift; and
    - (B) 60 minutes paid meal break on each day shift.
  - (ii) an employee who is other than a continuous shift worker shall be entitled to at least 30 minutes per day unpaid meal break.
- (b) Paid meal breaks must be taken at a time that maintains the continuity of work where continuity is necessary.
- (c) Where it is agreed between the employer and an employee, the employee may access up to a 2 hour unpaid meal break.

## **17. Rest pauses**

- (a) Subject to clause 17(c), an employee shall be entitled to rest pauses as prescribed below:
  - (i) an employee who works for at least 3 hours but less than 6 hours in any one day or shift shall be entitled to one paid 10 minute rest pause;
  - (ii) an employee who works 6 hours or more in any one day or shift shall be entitled to a paid 10 minute rest pause in the first and second half of the employee's working day or shift.
- (b) All rest pauses must be taken at a time which maintains continuity of work where continuity is necessary.
- (c) The entitlement to one or more rest pauses in clause 17(a) shall not apply in the event of attending fires or other similar emergencies.

## **18. Overtime**

### **18.1 Overtime - Senior Officers and Communications Managers**

- (a) Clauses 18.2 to 18.10, inclusive, do not apply to Senior Officers or Communications Managers.
- (b) Provisions dealing with out of hours work for Senior Officers are recorded in clause 18.11.

- (c) Overtime provisions for Communications Managers are recorded in clause 18.12.

## 18.2 Overtime - general

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.

## 18.3 Payment for overtime

- (a) Subject to clauses 18.3(b) and 18.4:
- (a) an employee, other than a continuous shift worker, is to be paid for overtime at the rate of time and one-half for the first 3 hours on any one day and double time thereafter.
  - (b) all continuous shift workers are to be paid for overtime at the rate of double time.
- (b) All authorised overtime worked on a public holiday shall be paid for at the rate prescribed in clause 23.1.
- (c) All calculations for overtime payments made in accordance with clauses 18.3(a) and (b) shall be made on an employee's base rate of pay.

## 18.4 Time off in lieu (TOIL)

- (a) (i) Subject to the approval of the Commissioner, an employee may elect to be compensated by receiving time off in lieu (TOIL) instead of receiving payment for overtime.
- (ii) TOIL will be accrued at the relevant overtime rate and is to be taken within 12 months from the date on which the overtime was worked and at a time agreed between the employer and the employee.
- (b) In the case an employee engaged in the following classifications:
- (i) Fire and rescue stream:
    - firefighter (all classifications);
    - station officer,
  - (ii) Communications stream:
    - communications officer level 1;
    - communications officer level 2,
  - (iii) Rural fire service stream:
    - rural fire management officer level 1;
    - rural fire management officer level 2,

TOIL not accessed within 12 months of accrual shall be paid out by the employer at the relevant rate of accrual.

## 18.5 On call - additional payments, Fire and rescue and Rural fire service streams

- (a) Where an employee in the Fire and rescue stream or the Rural fire service stream is instructed to be available on call outside ordinary or rostered working hours, the employee shall be paid an allowance based upon the employee's hourly rate or the hourly rate of the classification of **Station officer level, pay point 1**, whichever is the higher, in accordance with the following scale:



- (i) where the employee is on call throughout the whole of a rostered day off, scheduled 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, scheduled 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.
- (b) 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.
  - (c) For the purposes of clause 18.5, a **night** is deemed to consist of those hours falling between 1700 and 0800 or mainly between such hours.

#### **18.6 Recall to duty - from on call**

- (a) Fire and rescue stream
  - (i) **Monday to Sunday** - an employee on call being recalled to perform duty shall be paid for the time worked at the overtime rate prescribed in clauses 18.3(a) or 18.4(a), such time to be calculated as from home and return with a minimum payment as for 2 hours' work.
  - (ii) **Public holiday** - an employee on call being recalled to perform duty on a public holiday is to be paid for the time worked at the overtime rate prescribed in clauses 18.3(b) or 18.4(a), such time to be calculated as from home and return with a minimum payment as for 4 hours' work.
  - (iii) Any overtime payable in accordance with clause 18.6(a) shall be in addition to the on call allowances prescribed in clause 18.5(a).
- (b) Rural fire service stream

Rural Fire Management Officers Level 1 and 2 who are recalled to duty when on call shall be paid at the relevant overtime rates as prescribed in clause 18.3.

#### **18.7 Transport costs on recall from on call - Fire and rescue stream**

- (a) Where an employee in the Fire and rescue stream is recalled to perform work during an off duty period the employee shall be provided with transport to and from the employee's home or be refunded the cost of such transport.
- (b) Payment in accordance with clause 18.7(a) 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.

#### **18.8 Call-back (other than from on call) - Fire and rescue and Communications streams**

- (a) An employee (other than an employee on call) who is called back to perform duty after leaving the employer's premises shall be paid for all time worked at the prescribed overtime rate, with a minimum payment as for 2 hours' work for each call-back, except on public holidays when the minimum payment shall be as for 4 hours' work.
- (b) Should the employee be called back again within that 2 hour or 4 hour period, no further minimum payment shall apply to that work which shall be separately paid for at the applicable overtime rate until the overtime is completed.
- (c) Clause 18.8 does not apply where:

- (i) the overtime is continuous with the start or finish of ordinary time; or
- (ii) 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.

#### **18.9 Call-back (other than from on call) - Rural fire service stream**

An employee in the Rural fire service stream who is called back to perform duty shall be paid the relevant overtime rate for the time so occupied.

#### **18.10 Fatigue leave/rest period after overtime**

- (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 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.
- (c) Clause 18.10 does not apply where:
  - (i) the employee is recalled to work overtime and actually works not more than 2 hours overtime; or
  - (ii) the period between rostered shifts is 10 hours or less.

#### **18.11 Out of hours work - Senior Officers**

- (a) Subject to clauses 18.11(b) to (f), inclusive, the wage rates for Senior Officers prescribed in clauses 12.4(a) and (c) are "all up" wage rates and, without being exhaustive, include a loading of 20% as compensation for:
  - (i) working standard hours of work as described in clause 15.2(a);
  - (ii) on call requirements (provision of one week in four averaged over a 12 month period - i.e. 13 weeks per annum);
  - (iii) out of hours responses when on call;
  - (iv) annual leave loading; and
  - (v) weekend and shift penalties.
- (b) Development of the on call roster and management of on call arrangements will occur in consultation with the Senior Officer's manager.
- (c)
  - (i) A Senior Officer who is called out to perform work while on call in accordance with clause 18.11(a)(ii), or while placed on call outside the frequency specified in that clause, is entitled to accrue TOIL as prescribed in clause 18.11(e) for those hours actually worked.
  - (ii) An Inspector who is placed on call for more than the frequency specified in clause 18.11(a)(ii) shall be entitled to be paid the on call allowances specified in clause 18.5 for such additional periods on call.

- (d) A Senior Officer who is directed to work outside of their planned hours as described in clause 15.2(a) will also be entitled to accrue TOIL as prescribed in clause 18.11(e) for those hours actually worked as directed.
- (e)
  - (i) All TOIL for Senior Officers shall be accrued at the overtime rate which would otherwise apply if the Senior Officer was being paid overtime as opposed to accumulating TOIL.
  - (ii) Senior Officers and their Managers will ensure that Senior Officers will have access to such TOIL within 12 months of its accrual.
  - (iii) Superintendents and Chief Superintendents who do not access their TOIL balances within 12 months of accruing their TOIL, through no fault of their own, will retain such balances until such time as the TOIL is taken. Inspectors who have not accessed their TOIL may have TOIL balances paid out at the end of each 12 month period.
- (f)
  - (i) Christmas/New Year period - those Senior Officers required to be on call over the Christmas/New Year period, as provided in the Circular issued annually by the Office of Industrial Relations, will not be debited annual leave for this period.
  - (ii) Easter - Senior Officers required to be on call over the Easter holiday period will be entitled to two days' TOIL.

#### **18.12 Overtime and out of hours work - Communications Managers**

The wage rates for Communications Managers prescribed in clause 12.4(b) are "all up" wage rates and include a loading of 20% as compensation for:

- (a) working ordinary hours of work;
- (b) overtime;
- (c) out of hours work and ordinary work at night and on weekends;
- (d) on call and call back requirements; and
- (e) annual leave loading.

## **PART 6 - Leave of Absence and Public Holidays**

### **19. Annual leave**

Annual leave is provided for in Division 3 of the QES. Clauses 19.1 to 19.8 supplement the QES.

#### **19.1 Entitlement to annual leave - Fire and rescue stream**

For each full year of employment, an employee in the Fire and rescue stream shall be entitled to the following annual leave:

- (a) 200 hours leave on full pay exclusive of public holidays, scheduled days off and rostered days off according to the roster on which the employee commenced leave;
- (b) Continuous shift worker:
  - (i) 200 hours leave on full pay exclusive of scheduled days off and rostered days off according to the roster on which the employee commenced leave; and

- (ii) 64 hours additional leave in lieu of payment at the rate of double time and a-half for time worked on any of the public holidays specified in clauses 23.1(a) and 23.3. Such additional leave is exclusive of scheduled days off and rostered days off according to the roster on which the employee commenced leave.

### **19.2 Entitlement to annual leave - Communications stream**

For each full year of employment, an employee in the Communications stream shall be entitled to the following annual leave:

- (a) Non-shift worker: 160 hours leave on full pay exclusive of public holidays, scheduled days off and rostered days off.
- (b) Shift worker and continuous shift worker: 200 hours leave on full pay exclusive of public holidays, scheduled days off and rostered days off according to the roster on which the employee commenced leave.

### **19.3 Entitlement to annual leave - Rural fire service stream**

For each full year of employment, an employee in the Rural fire service stream shall be entitled to 190 hours leave on full pay exclusive of public holidays.

### **19.4 Provisions of common application**

- (a) All annual leave is to be paid for in advance.
- (b) Subject to clause 19.4(a), the monetary equivalent of accrued leave, including *pro rata* accrued annual leave, is to be paid to an employee upon cessation of their employment.
- (c) Except for absence on workers' compensation of whatever duration, which counts as service, any leave of absence without pay in excess of three months will not count as service for the purpose of calculating annual leave entitlements.

### **19.5 Additional provisions - Rural fire service stream**

- (a) Where the employment of an employee in the Rural fire service stream is terminated before the expiration of a full year of employment, the employee shall be paid, in addition to all other amounts due, an amount equal to 1/9th of the employee's ordinary pay for the period of that employee's employment.
- (b) An employee recalled from leave to perform duties of an emergent nature shall be entitled to complete the remainder of the allocated leave as soon as is practicable as agreed between the employee and the Commissioner.
- (c) The Commissioner shall reimburse an employee any costs incurred by them in the cancellation and deferment of leave referred to in clause 19.5(b).

### **19.6 Payment for annual leave**

- (a) An employee (other than a shift worker, continuous shift worker, Senior Officer or a Communications Manager) proceeding on annual leave is entitled to receive the following payments:
  - (i) the ordinary pay being paid to the employee immediately before the employee takes the leave for the period of such leave; and

- (ii) a further amount equal to 17.5% of the amount calculated in accordance with clause 19.6(a)(i).
- (b) A shift worker or continuous shift worker proceeding on annual leave is entitled to receive the following payment:
  - (i) the ordinary pay being paid to the employee immediately before the employee takes the leave for the period of such leave calculated according to the employee's roster or projected roster including shift, weekend or public holiday penalties; or
  - (ii) the ordinary pay being paid to the employee immediately before the employee takes the leave for the period of such leave, plus a further amount equal to 17.5% of the salary payable for the period of such leave, excluding any shift, weekend or public holiday penalties,whichever is the higher.
- (c) In calculating payment of annual leave under this clause, the 17.5% loading referred to in clauses 19.6(a)(ii) and 19.6(b)(ii), respectively, is not to be applied to any period of annual leave exceeding 200 hours which may be accrued in any year.
- (d) A Senior Officer or a Communications Manager proceeding on annual leave is entitled to receive their usual rate of salary for the period of leave.

**19.7 Recalled to work whilst on annual leave - Fire and rescue stream (other than Senior Officers)**

- (a) For the purpose of this clause, each employee in the Fire and rescue stream is to be regarded as having an entitlement to core annual leave as well as any accrued time off during each year of employment and such entitlements will be notionally split into core annual leave and accrued time off components.
- (b) 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 the accrued time off component and not core annual leave.
- (c) An employee attending training courses or undertaking commercial activities will also be deemed to be accessing the accrued time off component and not core annual leave.
- (d) The maximum accrued time off available to an employee to access for the purposes outlined in clauses 19.7(b) and (c) is 104.3572 hours per annum.
- (e) An employee will not be permitted to access accrued time off in excess of 104.3572 hours per annum or core annual leave for any of the purposes outlined in clauses 19.7(b) and (c).
- (f) An employee shall be paid at overtime rates for being recalled to work while accessing the accrued time off component, other than when undertaking commercial activities which shall be paid for at the rate agreed between the parties from time to time and incorporated in a certified agreement.

**19.8 Recall - Senior Officers' annual leave to be re-credited**

A Senior Officer recalled from annual leave to perform duty shall have the period of leave foregone re-credited to their annual leave balance.

### **19.9 Additional leave for Duty Managers Operations working a shift roster**

A Duty Manager Operations is to accrue and access leave as per the rotating leave roster whilst they are in a Duty Manager Operations position. This is in recognition that such officer is working a shift roster.

## **20. Personal leave**

(a) Personal leave is provided for in Division 4 of the QES and covers:

- (i) sick leave;
- (ii) carer's leave;
- (iii) bereavement leave; and
- (iv) cultural leave.

(b) Clauses 20.1 to 20.8 supplement the QES.

### **20.1 Accrual of sick leave**

(a) Subject to the provisions of clause 20.2, an employee in the Fire and rescue stream or Communications stream (other than a casual employee) shall be eligible for sick leave for each completed year of employment on the following basis:

- (i) an employee who is a shift worker or continuous shift worker:
  - (A) for each completed year of employment with the employer - eight shifts of sick leave; and
  - (B) in respect to any completed period of employment of less than one year - one shift of sick leave for each month of employment, up to a maximum of eight shifts.
- (ii) an employee who is other than a shift worker or continuous shift worker:
  - (A) for each completed year of employment with the employer - 10 days of sick leave; and
  - (B) in respect to any completed period of employment of less than one year - one day of sick leave for each month of employment, up to a maximum of 10 days.

(b) An employee in the Rural fire service stream (other than a casual employee) shall be entitled to 10 days' sick leave on full salary in respect of each completed year of service and a proportionate amount for an incomplete year of service.

(c) All sick leave shall be cumulative throughout an employee's employment with QFES.

### **20.2 Debit of sick leave**

Sick leave shall be debited from an employee's sick leave balance as follows:

- (a) An employee in the Fire and rescue stream or the Communications stream (other than Senior Officers, except for Duty Manager Operations, and Communications Managers) on a shift roster:
  - (i) where the employee is absent for a complete day shift - 10 hours
  - (ii) where the employee is absent for part of a day shift - on a time for time basis

- (iii) where the employee is absent for a complete night shift - 10 hours
- (iv) where the employee is absent for part of a night shift - in accordance with the following formula:

$$\text{time to be debited} = \frac{\text{number of hours absent}}{14} \times 10$$

- (b) All other employees (including Senior Officers, other than Duty Manager Operations, and Communications Managers) - on a time for time basis in accordance with the employee's roster or agreed pattern of ordinary hours.

### **20.3 Medical certificates - Fire and rescue and Communications streams**

Where a sick leave absence exceeds two consecutive working days/shifts, an employee in the Fire and rescue stream or the Communications stream shall produce a medical certificate from a duly qualified medical practitioner, specifying:

- (a) the nature of the illness; and
- (b) the period or approximate period during which the employee will be unable to work.

### **20.4 Medical certificates - Rural fire service stream**

- (a) An employee in the Rural fire service stream shall produce a medical certificate from a 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.
- (b) The Commissioner may dispense with the requirement to produce a medical certificate where the absence does not exceed three consecutive working days.
- (c) 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 five consecutive working days.
- (d) 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 three working days;
    - (B) in the case of long service leave, the period of illness is at least one week.

### **20.5 Medical examination and termination on medical grounds - Fire and rescue and Communications streams**

- (a) **Medical examination**

- (i) 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.
- (ii) In such cases, the employee shall not resume duty until such medical officer has certified the employee is fit for duty.

**(b) Unfit to discharge duties**

The Commissioner may direct any employee who the Commissioner reasonably believes may, by reason of any mental or bodily infirmity, 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.

**(c) Termination on medical grounds**

- (i) If the medical officer attended by the employee reports to the employer that the employee is by reason of any 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 provisions of the *Fire and Emergency Services Act 1990*.
- (ii) Prior to effecting any such termination the employer shall provide the employee with notice in writing that the employer intends to terminate the employee's services after 14 days.

**(d) Referral to independent medical officer**

Where an employee under this Award has submitted for any medical examination by the medical officer selected by 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 an independent medical officer selected from a panel of independent medical officers mutually agreed between the employer and the relevant union.

**(e) Refusal to submit to medical examinations**

If an employee called upon to submit to any medical examination in accordance with clause 20.5(b) does not submit to such examination within the time specified, the employer may terminate the employee's services on giving the employee 14 days' notice in writing.

**20.6 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 representative (if relevant) of its findings in relation to the employee's pattern of recurring absence.
- (b) The employer shall first attempt to determine the reason for such absences and, where appropriate, ensure that the employee is counselled in relation to the employee's pattern of recurring absence.
- (c) If a pattern of sick leave continues, the employee may be placed on an absenteeism management plan which will require them 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.



### **20.7 Substitution for carer's leave purposes**

In addition to the provisions of Subdivision 2 of Division 4 of the QES, an employee:

- (a) is entitled to use any sick leave to which they have an entitlement for carer's leave purposes; and
- (b) may elect, with the consent of the employer, to take annual leave for carer's leave purposes.

### **20.8 Bereavement leave**

In addition to the provisions of Subdivision 3 of Division 4 of the QES, an employee on the death of a member of their immediate family or household is entitled to be paid at least two days' bereavement leave up to and including the day of the funeral of such person.

## **21. Parental leave**

- (a) Parental leave is provided for in Division 5 of the QES and covers:
  - (i) birth-related leave for an employee who is pregnant or whose spouse gives birth;
  - (ii) adoption leave; and
  - (iii) surrogacy leave.
- (b) Notwithstanding the provisions of Subdivision 2 of Division 5 of the QES, all full-time and part-time employees are entitled to parental leave upon commencement of employment.
- (c) An employee who is pregnant, during the term of her pregnancy until 6 weeks before the expected date of birth of her child or lesser period as approved by the employer, may request to work part-time or other flexible work arrangements.
- (d) An employee who has taken leave to attend compulsory interviews or examinations as part of an adoption process or who has taken leave to attend compulsory interviews or court hearings associated with a surrogacy arrangement may request that such leave be taken as paid annual leave.
- (e) In addition to the provisions of Subdivision 6 of Division 5 of the QES an employee who has returned to work on a part-time basis may seek to return to the position they held prior to commencing parental leave.
- (f) If the position mentioned in clause 21(e) no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position that is, as nearly as possible, comparable in status and remuneration to that of the employee's former position.
- (g) QFES must make a position to which the employee is entitled available to the employee.

## **22. Long service leave**

- (a) Long service leave, including for casual employees, is provided for in Division 6 of the QES. Clauses 22(b) and (c) supplement the QES.
- (b) In lieu of the provisions of section 71HB(2)(a) and (b) of the Act, all employees who complete 10 years' continuous service are entitled to long service leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service.

- (c) An employee is entitled to take *pro rata* long service leave after 7 years' continuous service.

## **23. Public holidays**

Public holidays are provided for in Division 7 of the QES. Clauses 23.1 to 23.5 supplement the QES provisions.

### **23.1 Payment for public holidays and for work on a public holiday - all employees, unless stated otherwise**

- (a) Subject to clauses 23.2 and 23.3, an employee (other than a casual employee) who would normally work on a day on which a public holiday falls and who:
- (i) is not required to work on that day, shall be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday;
  - (ii) is required to work on the public holiday shall, in addition to the payment prescribed in clause 23.1(a)(i), be paid:
    - (A) in the case of a continuous shift worker in the Fire and rescue stream - at the rate of one-half for any hours worked
    - (B) in the case of all other employees - at the rate of time and one-half for any hours worked,with a minimum payment as for 4 hours' work for the day.
- (b) A casual employee in the Fire and rescue and Communications streams who is required to work ordinary hours on a public holiday shall be paid at the rate of double time and one-half for ordinary hours worked, with a minimum payment as for 4 hours' work for the day.
- (c) An employee in the Fire and rescue and Communications streams (other than a Senior Officer or a Communications Manager) who performs authorised overtime on a public holiday shall be paid for such time at double the overtime rate prescribed in clause 18.3(a). Senior Officers and Communications Managers shall be paid at the rate prescribed in clause 23.1(a)(ii).
- (d) An employee (other than a casual employee and a Senior Officer) in the Rural fire service stream who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the employee's ordinary working hours for that day shall be paid for such time at double the overtime rate prescribed in clauses 18.2 or 18.3, as the case may be. Senior Officers shall be paid at the rate prescribed in clause 23.1(a)(ii).
- (e) A casual employee in the Rural fire service stream who is required to work on a public holiday shall be paid at the rate of double time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (f) The minimum payment provided in clauses 23.1(b) and (e) shall not apply where the work performed on the public holiday is immediately preceding or following ordinary hours.

### **23.2 Labour Day**

- (a) All employees are entitled to be paid a full day's wage for Labour Day irrespective of the fact that no work may be performed on such day.
- (b) If an employee works on Labour Day they are to be paid a full day's wage for that day and, in addition, a payment for the time actually worked at one and one-half times the ordinary rate of pay, with a minimum payment as for 4 hours' work.

- (c) An employee in the Fire and rescue and Communications streams rostered off duty 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.

### **23.3 Annual show**

- (a) All work performed by a non-shift worker or a shift worker 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 one-half, with a minimum payment as for 4 hours' work.
- (b) In the case of a continuous shift worker in the Fire and rescue or Communications streams the appropriate rate for time worked on such days shall be time and one-half, with a minimum payment as for 4 hours' work.

### **23.4 Substitution - Rural fire service stream**

- (a) Subject to statutory limitations (such as the time work may not be performed on Anzac Day) where there is agreement between the Commissioner and an employee or employees in the Rural fire service stream, another ordinary working day may be substituted for a public holiday.
- (b) Where an employee in the Rural fire service stream is subsequently required to work on the substituted day they shall be paid at the rate prescribed in clause 23.1.

### **23.5 Employees who do not ordinarily work Monday to Friday of each week - Fire and rescue and Communications streams**

- (a) An employee (other than a casual employee) who does not ordinarily work Monday to Friday of each week is entitled to public holidays as follows:
  - (i) a full-time employee is entitled to either payment for each public holiday or a substituted day's leave;
  - (ii) a part-time employee is entitled to either payment for each public holiday or a substituted day's leave, provided that the part-time employee would ordinarily have been rostered to work on that day had it not been a public holiday; and
  - (iii) where a public holiday would have fallen on a Saturday or a Sunday (e.g. Australia Day) but is substituted for another day, an employee who would ordinarily have worked on such Saturday or Sunday but who is not rostered to work on such day is entitled to payment for the public holiday or a substituted day's leave.
- (b) Nothing in clause 23.5 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

## **24. Jury service**

- (a) Jury service is provided for in Division 8 of the QES.
- (b) The employer and an employee may agree that fees (other than any meal allowance) received by the employee to attend jury service shall be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee is absent on jury service.

## **PART 7 - Travelling and Relieving Expenses**

### **25. Travelling and relieving expenses**

- (a) An employee who is required to:
  - (i) travel on official duty; or
  - (ii) take up duty away from the employee's usual place of work to relieve another employee; or
  - (iii) to perform special duty,

is to be reimbursed actual and reasonable expenses for accommodation, meals and incidental expenses necessarily incurred by the employee.

- (b) An employee who is required, in the course of their work, to live away from home for a period of not less than five consecutive days, and who incurs 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 returns home immediately after the conclusion of the period of duty.
- (c) An employee who is required in the course of their 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.

*Note: Where a directive about travelling and relieving expenses or excess travel covers an employee, the provisions of the relevant directive apply to the employee to the extent it provides a more generous entitlement.*

## **PART 8 - Training and Related Matters**

### **26. Training, learning and development**

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

- (g) All such learning and development should be directed at enabling employees to enhance skills relevant to duties to be performed. Employees will be expected to attend scheduled learning and development activities.

## **27. Training arrangements**

In planning and conducting training activities, the employer and each employee is 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 9 - Occupational Health and Safety Matters, Equipment, Tools and Amenities**

### **28. Uniforms**

- (a) 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.
- (b) The cost of all necessary cleaning of each employee's fire fighting apparel such as turnout coat, overtrousers and gloves shall be borne by the employer. An officer authorised by the employer shall decide when such items require cleaning.
- (c) Boots shall be supplied by the employer free of cost to the employee.
- (d) Where an employee is able to establish to the satisfaction of the employer that there is a requirement for boots to be made to measure, the employer shall provide such boots.

### **29. Amenities and quarters**

- (a) Hot water showers and a hot water supply shall be provided by the employer for the use of employees engaged in emergency response.
- (b) An employee shall not be required to perform domestic work in any other employee's quarters.

## **PART 10 - Union Related Matters**

### **30. Union encouragement**

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

- (d) Union representative/s will be provided with the opportunity to discuss union membership with new employees.

### **31. Union delegates/representatives**

- (a) The parties acknowledge the constructive role democratically elected union delegates/representatives undertake in the workplace in relation to union activities that support and assist members. That role will be formally recognised, accepted and supported.
- (b) Employees will be given full access to union delegates/representatives 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.
- (c) Provided that service delivery and work requirements are not unduly affected, delegates/representatives will be provided convenient access to facilities for the purpose of undertaking union activities. Such facilities include: telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.
- (d) Subject to the relevant employee's written approval and any confidentiality provisions, delegates/representatives may request access to documents and policies related to a member's employment.

### **32. Industrial relations education leave**

- (a) 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.
- (b) Employees may be granted up to 5 working days (or the equivalent hours) paid time off (non-cumulative) per calendar year, approved by the Commissioner, to attend industrial relations education sessions.
- (c) Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than 5 working days (or the equivalent). Such leave will be subject to consultation between the Commissioner, the relevant union and the employee.
- (d) Upon request and subject to approval by the Commissioner, employees may be granted paid time off in special circumstances to attend management committee meetings, union conferences, and Australian Council of Trade Unions (ACTU) Congress.
- (e) 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 QFES/the work unit concerned. At the same time, such leave shall not be unreasonably refused.
- (f) At the discretion of the Commissioner, employees may be granted special leave without pay to undertake work with their union.

### **33. Right of entry**

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

- (ii) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the union.
- (b) Entry procedure
  - (i) An authorised industrial officer may enter a workplace at which the employer carries on a calling of the officer's organisation, during the employer's business hours, to exercise a power under section 373 of the Act as long as the authorised industrial officer:
    - (A) has notified the employer or the employer's representative of the officer's presence; and
    - (B) produces their authorisation, if required by the employer or the employer's representative.
  - (ii) Clause 33(b)(i) does not apply if, on entering the workplace, the officer discovers that neither the employer nor the employer's representative having charge of the workplace is present.
  - (iii) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
  - (iv) If the authorised industrial officer does not comply with a condition of clause 33(b)(i) the authorised industrial officer may be treated as a trespasser.
- (c) Inspection of records
  - (i) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
  - (ii) An authorised industrial officer is entitled to inspect such time and wages records of any current employee except if the employee:
    - (A) is ineligible to become a member of the authorised industrial officer's union; or
    - (B) has made a written request to the employer that they do not want their record inspected.
  - (iii) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
  - (iv) A person must not, by threats or intimidation, persuade or attempt to persuade an employee or prospective employee to make, or refuse to make, a written request to the employer or prospective employer that the record not be available for inspection by an authorised industrial officer.
- (d) Discussions with employees

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

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

(e) Conduct

- (i) The employer must not obstruct the authorised industrial officer exercising their right of entry powers.
- (ii) An authorised industrial officer must not wilfully obstruct the employer, or an employee during the employee's working time.

*Note: Clause 33 - Right of entry, deals with comparable provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to sections 366, 372 and 373 of the Act as amended from time to time.*



## Schedule 1 - Generic Level Statements - Fire and Rescue Stream

### Firefighter

#### Work level description

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

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

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

#### 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.

#### Characteristics of the level

At this level there are a number of established methods, techniques, and other relevant 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.

#### Progression within the level

Progression to the First class firefighter classification level is compulsory, whilst further progression to the Senior firefighter classification level is optional.

Progression through the Firefighter classification level is based on attaining the necessary qualifications as outlined by the national training authority and the QFES and the minimum time period set for each rank within this classification.

Rank	Time
Recruit	16 weeks
Firefighter	32 months
First class firefighter	12 months
Senior firefighter	

Progression to the rank of Leading firefighter will be dependent on successful completion of the Station officer training program and acceptance of the conditions associated with this rank, in particular, applying for Station Officer positions within the employees employment location.

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 the rank of Senior firefighter will also assist and relieve Station Officers as required.

## **Station Officer**

### **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 the Station officer level will usually be required to undertake shift work arrangements, and will have the capacity to provide supervision for officers at the Firefighter classification level.

### **Level of supervision**

Employees at this level work under general direction of an Inspector, 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 procedures (as prescribed by Operations Doctrine and SIOPP) 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 guidelines, practices and other relevant procedures would usually be referred to an Inspector.

### **Characteristics of the level**

At this level there a number of established guidelines, practices and other relevant 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 the Station officer level are required to provide guidance and direction to Firefighters and 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.

### **Progression within the level**

This rank contains 3 levels.

Appointment to the Station officer will be at level 1 and subject to having successfully completed pre-defined components as outlined by the national training authority and the QFES.

Progression for Station officer level 1 to Station officer level 2 requires a minimum period of service of 12 months and the successful completion of the predefined components outlined by the national training authority and the QFES.

Progression from Station officer level 2 to Station officer level 3 requires a minimum period of service of 12 months and the successful completion of the predefined components outlined by the national training authority and the QFES.

Whilst developmental training for progression to levels 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 level 3 will be dependent upon the acquisition of Core Skills for an Inspector which will provide employees with certain necessary skills and abilities to fulfil the basic requirements of an Inspector 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 level 3 will also assist and relieve Inspectors officers as required.

## **Inspector**

### **Work level description**

Work at this level requires specialised knowledge in relation to fire prevention, suppression activities and emergency management. There is a clear requirement for the capability to lead and manage complex emergency incidents including roles in disaster management.

An understanding of the organisation's functions coupled with detailed knowledge of the work unit's operations, practices and procedures is necessary for competent performance. Relevant knowledge, experience and performance at all areas of operations would be expected of this level. The work may also include developing policy, providing specific subject matter, specialist advice or undertaking high

level project work and specialist procedures for the guidance of functional elements of their responsibility.

The capacity to effectively manage officers at the Firefighter, Station Officer or other junior officers is a prerequisite of this level.

Work undertaken that this level may also be required to deal with a complex and diverse operating environment.

### **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 other relevant procedures, and through recognised techniques and methods associated with firefighting and emergency management.

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

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

### **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 contemporary operating policies and other relevant 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. Management responsibilities are usually a significant function at this level both in terms of business roles and operational incidents and emergency management.

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.

Employees at this level would assist and relieve Superintendents as required.

## **Superintendent**

### **Work level description**

Work at this level requires specialised knowledge in relation to fire prevention, suppression activities and emergency management. There is a clear requirement for the capability to lead and manage highly complex emergency incidents including significant roles in disaster 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, emergency management and advanced leadership and 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. This level will require a capacity for original thinking, creativity, the exercise of significant levels of independent judgement and the exercise of delegated authority as required.

Employees may be responsible for larger work teams, corporate functions or Zone operations. The work may include providing specialist advice within or across Agencies, developing policy and interpreting legislation, policy instructions and setting objectives in the work area.

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.

### **Level of supervision**

Work is performed either independently with broad direction 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. There is significant levels of independent judgement in keeping with the complex nature of work undertaken.

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.

### **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. High level management responsibilities are usually a significant function at this level both in terms of business roles and operational incidents and emergency management.

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 both in terms of business requirements and emergency management.

Positions at this level will be governed by a clear set of objectives and budgets. Liaison and communication skills to enable the effective resolution of complex organisational issues.

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 and operational function.

Employees at this level would assist and relieve Chief Superintendents as required.

## **Chief Superintendent**

### **Work level description**

Work at this level requires high level specialised knowledge in relation to fire prevention, suppression activities and emergency management. There is a clear requirement for the capability to lead and manage highly complex emergency incidents including a significant leadership role in disaster management.

The emphasis of this position is to manage and provide leadership. Key functions of the role are planning, organising directing and controlling the work of subordinate supervisors as well as leading staff to resolve large scale multi-agency incidents or disasters.

Employees will represent the QFES at state, national, and when required international, incidents, committees and forums with the focus on the management of the strategic, political, environmental social and technical impacts on communities.

Extensive knowledge in the area of operations, advanced emergency management skills and business skills are required.

Employees will be required to lead and oversee the implementation of programs to provide workforce capability, capacity and performance.

### **Level of supervision**

Work is performed independently with little if any guidance required from superiors.

The role can span a large range of activities that are of a complex and/or specialised nature. This may require adapting existing methods, procedures or policies.

Officers at the level will exhibit leadership and management qualities for subordinates to emulate.

### **Characteristics of the level**

Lead and develop operational, community safety, training and business standards, policies and procedures that are consistent with and support the functions of the QFES.

There is scope at this level to initiate and implement changes to standard practices and procedures both at a regional or state level.

Employees will be required to represent the QFES at state, national and international forums, committees and major disasters or emergency incidents. These types of multi-agency incidents will require high levels of communications and operational knowledge to deliver high quality outcomes.

Employees have the authority to deploy the human and material resources of the QFES, as required.

Employees at this level are required to lead, manage and motivate other employees. Problem solving and conflict resolution is required of this level.

At this level employees will be required to lead and oversee the implementation of programs to provide for workforce capability, capacity and performance.

Employees at this level would assist and relieve executive offers, as required.

## **Schedule 2 - Generic Level Statements - Communications Stream**

### **Fire communications officer level 1**

#### **Work level description**

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

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

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

#### **Level of supervision**

Work may initially be performed under close supervision by a Fire communications officer level 2 or operational officer, however, this supervision is expected to reduce as experience increases, and the employee is able to contribute more significantly.

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

#### **Characteristics of the level**

Work may initially be performed under close supervision by a Fire communications officer level 2 or operational officer, however, this supervision is expected to reduce as experience increases, and the employee is able to contribute more significantly.

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

#### **Progression within the level**

This level contains 4 paypoints.

New employees will commence at paypoint 1.

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

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

Recruit Level - Communication officer 1 paypoint 1- progress to Communication officer 1 paypoint 2 after successful completion of Certificate III in Fire communications operations and 1040 hours satisfactory performance.

Communication officer 1 paypoint 2 - progress to Communication officer 1 paypoint 3 is on successful completion of training and development as outlined in the Fire Communications Professional Development Plan and 2080 hours satisfactory performance at paypoint 2.

Communication officer 1 paypoint 3 - progress to Communication officer 1 paypoint 4 upon successful completion of training and development as outlined in the Fire communications professional development plan and 2080 hours satisfactory performance at paypoint 3.



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

Employees who progress to paypoint 4 may be required to assist or relieve Communications supervisors.

## **Fire communications officer level 2**

### **Work level description**

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

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

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

### **Level of supervision**

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

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

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

### **Characteristics of the level**

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

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

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

### **Progression within the level**

This level contains 4 paypoints.

New appointees will commence at paypoint 1.

Upon appointment to Communications supervisor progression through the levels is to be based on qualifications outlined in the communications training professional development plan and 2080 hours satisfactory performance at each level.

Employees who progress to paypoint 4 must demonstrate highly developed skills and knowledge, beyond those expected for lower paypoints in this level.

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

- demonstrated proficiency in application of advanced techniques;
- demonstrated ability to effectively assign work to, and check the work of other employees, as well as carrying out staff training; and
- evidence of capacity to effectively co-ordinate activities.

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

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

## **Fire communications manager**

### **Work level description**

An employee appointed to this level will have expertise in the communications field and has demonstrated a proficiency in applying established policies and procedures. They will be required to have a full understanding of the management and leadership of employees at the communications centre.

Employees at this level would have demonstrated a clear understanding with in depth knowledge of the communications centres operations, policies, procedures and practices.

A capacity to provide management, leadership and motivate employees at lower classifications is required.

### **Level of supervision**

Work is performed with guidance from superiors and the employee is responsible for the day to day operations of the communications centre.

A range of varied techniques, systems, methods and processes are available to perform the work, and officers are expected to understand and exercise the 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 of the communications centre.

### **Characteristics of the level**

This position will be required to manage and lead work groups.

Problem solving and conflict resolution are a requirement at this level. Reference policies and procedures will assist the employee to solve problems. Including resolving conflicts, developing performance development plans, performance improvement plans or action plans to address issues.

Employees at this level are responsible for managing the fire communication centre operations including staffing and deployment, financial and budget and human resources to ensure effective, efficient and

timely mobilisation of resources to emergency incidents and contribute to regional and Statewide strategic and operational planning processes.

Employees will be required to manage, lead and motivate other employees.

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

At this level employees would be expected to implement strategies and tactics to enhance operational service delivery in accordance with policies and procedures of the QFES.

### **Progression within the level**

This level contains 3 paypoints.

New appointees will commence at paypoint 1.

Upon appointment to Communications manager progression through the levels is to be based on qualifications outlined in the Communications training professional development plan and 2080 hours satisfactory performance at each level.

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

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

- increased proficiency in application of advanced techniques;
- effective management of communications centre resources including staffing and budget matters;
- increased ability to effectively assign work to, and check the work of other employees, as well as carrying out staff training; and
- evidence of capacity to effectively co-ordinate activities.

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

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

## **Schedule 3 - Generic Level Statements - Rural Fire Service Stream**

### **Rural fire services officer - level 1**

#### **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.

#### **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.

#### **Characteristics of the level**

At this level there are a number of established methods, techniques, and other relevant 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 must have 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.

#### **Progression within the level**

This level contains 5 paypoints.

Progression through the paypoints is expected.

The minimum period of service required before progression through the paypoints may occur will be 12 months and meeting the requirements as set out by the QFES.

Progression to paypoint 5 will be dependent 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 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 paypoint 5 will also assist and relieve Rural fire service officers level 2 as required.

## **Rural fire services officer - level 2**

### **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/Region 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.

### **Level of supervision**

Employees at this level work under the general direction of an Inspector, 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 must be able to exercise a level of discretion in localised command situations. Procedures and operating standards are defined through established guidelines, requirements and other relevant 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 other relevant procedures would usually be referred to an Inspector.

### **Characteristics of the level**

At this level there a number of established methods, techniques, and other relevant 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 this level 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 are required 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.

### **Progression within the level**

This level contains 3 paypoints.

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

The minimum period of service required before progression through the paypoints may occur will be 12 months and meeting the requirements as set out by the QFES.

Whilst developmental training for progression to paypoints 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 paypoint 3 will be dependent upon the acquisition of core skills for an Inspector which will provide employees with certain necessary skills and abilities to fulfil the basic requirements of an Inspector 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.

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.

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

- increased proficiency in application of advanced techniques;
- effective management of resources including staffing;
- increased ability to effectively assign work to, and check the work of other employees, as well as carrying out staff training; and
- evidence of capacity to effectively co-ordinate activities.

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 paypoint 3 will also assist and relieve Inspectors as required.

### **Inspector**

### **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 and other incidents, especially in a rural and remote area, that is not covered by Fire and Rescue. Employees at this level would be required to travel throughout the area, Region and State 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.

The capacity to effectively manage volunteers is a prerequisite of this level.

### **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 other relevant 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 and volunteers through other supervisory levels.

### **Characteristics of the level**

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

A person at this level will have to work cooperatively with a number of stakeholders and will need to have an understanding of stakeholder's business activities.

Supervision of subordinate employees is 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 other relevant 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.

Employees at this level will be required to contribute to the overall policy, procedures, doctrine and strategic direction of the organisation.

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.

At this level will see a number of changes in the way in which the employee carries out their responsibilities:

- increased proficiency in application of advanced techniques;
- effective management of communications, resources including staffing and budget matters;
- increased ability to effectively assign work to, and check the work of other employees, as well as carrying out staff training; and
- evidence of capacity to effectively co-ordinate activities.

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

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

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.

Employees at this level are required to assist and relieve Superintendents as required.

## **Superintendent**

### **Work level descriptor**

Work at this level requires specialised knowledge in rural fire operations in landscape fire management, 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 and bring a number of stakeholders together.

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 officers at the lower levels.

Work is undertaken under limited direction as to work priorities and the detailed conduct of the task. Employees will have the capabilities of aligning tasks and outcomes to strategic government priorities.

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.

### **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.

### **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.

Employees will be required to represent the QFES at state, national and international forums, committees and major disasters or incidents.

Employees have the authority to deploy QFES resources as required

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.

Employees at this level would be required to assist and relieve Chief Superintendents.

## **Chief Superintendent**

### **Work level descriptor**

Work at this level requires highly specialised knowledge in rural fire operations in landscape fire management and interaction, leadership and management of volunteers.

Ensure an effective, efficient and sustainable approach to Rural Fire Service operational services across the state is maintained in accordance with QFES policies and procedures.

The emphasis of this position is to manage and provide leadership. Key functions of the role are planning, organising directing and controlling the work of subordinate supervisors as well large scale multi-agency incidents or disasters.

Employees will represent the QFES at state and national, and when required international, incidents, committees and forums with the focus on the management of the strategic, political, environmental social and technical impacts on communities.

Extensive knowledge in the area of operations and advanced management skills are required.

Employees will be required to lead and oversee the implementation of programs to provide workforce capability, capacity and performance.

### **Level of supervision**

Work is performed independently with little if any guidance required from superiors.

The role can span a large range of activities that are of a complex and/or specialised nature. This may require adapting existing methods, procedures or policies

Officers at the level will exhibit leadership and management qualities for subordinates to emulate.

### **Characteristics of the level**

Lead and develop training standards and policies and procedures that are consistent with and support the operations the Rural Operations of the QFES.

There is scope at this level to initiate and implement changes to standard practices and procedures.

Employees will be required to represent the QFES at state, national and international forums, committees and major disasters or incidents.

Employees at this level are required to lead, manage and motivate other employees. Problem solving and conflict resolution is required of this level.

At this level employees will be required to lead and oversee the implementation of programs to provide for workforce capability, capacity and performance.

## **Schedule 4 - Directives Which Apply to Employees Covered by this Award**

### **Directives which apply by the operation of Schedule 3 of the *Public Service Regulation 2008***

- Early retirement, redundancy and retrenchment

### **Directives which apply as a term of this Award**

The terms and conditions of the directives about the matters specified below shall apply to employees covered by this Award until 31 August 2018:

- Domestic travelling and relieving expenses
- International travelling, relieving and living expenses
- Motor vehicle allowances

By the Commission,  
[L.S.] J. STEEL,  
Industrial Registrar.