

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016 – s 193 – certification of an agreement

State of Queensland (Queensland Fire and Emergency Services)
(Applicant)

v

United Firefighters' Union of Australia, Union of Employees, Queensland
(First Respondent)

&

Queensland Fire and Rescue – Senior Officers Union of Employees
(Second Respondent)

&

Together Queensland, Industrial Union of Employees
(Third Respondent)

(Matter No. CB/2019/104)

**QUEENSLAND FIRE AND EMERGENCY SERVICE CERTIFIED AGREEMENT
2019**

Queensland Fire and Emergency Service Certified Agreement 2019

Certificate of Approval

On 6 November 2019, the Commission certified the attached written agreement in accordance with s 193 of the *Industrial Relations Act 2016*:

Name of Agreement: QUEENSLAND FIRE AND EMERGENCY SERVICE
CERTIFIED AGREEMENT 2019

Parties to the Agreement:

- State of Queensland (Queensland Fire and Emergency Services)
- United Firefighters' Union of Australia, Union of Employees, Queensland
- Queensland Fire and Rescue – Senior Officers Union of Employees
- Together Queensland, Industrial Union of Employees

Operative Date: 6 November 2019

Nominal Expiry Date: 30 June 2022

Previous Agreement: *Queensland Fire and Emergency Service Certified Agreement 2016*

Termination Date of Previous Agreement: 6 November 2019

By the Commission.

C.M. HARTIGAN
Industrial Commissioner
6 November 2019

QUEENSLAND FIRE AND EMERGENCY SERVICE CERTIFIED AGREEMENT 2019

(Matter No. CB/2019/104)

This Agreement, made under the *Industrial Relations Act 2016* on 6 November 2019 between the Commissioner of the Queensland Fire and Emergency Service and United Firefighters' Union of Australia, Union of Employees, Queensland; Queensland Fire and Rescue – Senior Officers Union of Employees and Together Queensland, Industrial Union of Employees, witnesses that the parties mutually agree as follows:

QUEENSLAND FIRE AND EMERGENCY SERVICE CERTIFIED AGREEMENT 2019

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PART 1 – APPLICATION AND OPERATION

1. Title

This certified agreement will be known as the *Queensland Fire and Emergency Service Certified Agreement 2019*.

2. Parties bound

This certified agreement is binding upon:

- (a) Queensland Fire and Emergency Service (QFES);
- (b) Public Safety Business Agency (PSBA);
- (c) Those unions of employees that are bound by the *Queensland Fire and Emergency Service Employees Award – State 2016*; and
- (d) Employees employed by QFES and PSBA for whom rates of pay, conditions of employment and entitlements are provided for in this certified agreement.

3. Date of operation

This certified agreement will apply from the date of certification 6 November 2019 and shall have a nominal expiry date of 30 June 2022.

4. One-off payment

- (a) A one-off payment of \$1,250 (pro rata for part-time and casual employees) will be payable following the date of certification to eligible employees, who are employed as at the date of certification.
- (b) An eligible employee is defined as an employee employed in one of the following classifications (regardless of pay point):
 - Recruit
 - Firefighter
 - First Class Firefighter
 - Senior Firefighter
 - Leading Firefighter
 - Station Officer 1
 - Station Officer 2
 - Station Officer 3
 - Firefighter Building Approval Officer 1 (FF BAO 1)
 - Firefighter Building Approval Officer 2 (FF BAO 2)
 - Building Approval Officer 1 (BAO 1)
 - Building Approval Officer 2 (BAO 2)
 - Fire Communications Officer 1
 - Fire Communications Officer 2
 - Fire Communications Manager (FCM and FCMZ)
 - Brigade Training Support Officer (BTSO)
 - Area Training Support Officer (ATSO)
- (c) No employees who have ceased employment prior to the date of certification are eligible for the payment.

- (d) This payment is a one-off payment subject to usual taxation and is paid “off wages”, meaning the payment does not increase any wage rates contained within this certified agreement.
- (e) Employees employed at the rank of Inspector, Superintendent or Chief Superintendent are not eligible for a one-off payment under this clause.
- (f) For part-time and casual employees, the one-off payment of \$1,250 will be paid on a pro rata basis, using the average hours of work in the preceding 12 months prior to the date of certification (capped at \$1,250).

5. Relationship to Award

- (a) This certified agreement shall be read and interpreted in conjunction with the *Queensland Fire and Emergency Service Employees Award – State 2016* as amended or varied from time to time.
- (b) In the event of any inconsistency with any provision in the Award, the terms of this certified agreement will apply to the extent of the inconsistency.
- (c) The provisions of Parts 1, 2 and 3 of this certified agreement have application to all employees covered by this certified agreement. Parts 4 to Part 10 are provisions that relate to particular categories of employees.

6. Previous industrial instrument terminated

At the commencement of this certified agreement, the *Queensland Fire and Emergency Service Certified Agreement 2016* will be terminated.

7. Posting of certified agreement

A copy of this certified agreement will be displayed in the workplace with convenient access to employees.

8. Definitions

Appropriate management representative is the supervisor or line manager within the chain of command.

Award means the *Queensland Fire and Emergency Service Employees Award – State 2016*

Certified Agreement means this certified agreement, the *Queensland Fire and Emergency Service Certified Agreement – 2019*.

Classification comprises a minimum salary rate plus a range of pay points through which employees may be eligible to progress. This may also be referred to as rank, level or classification level.

Commission means the Queensland Industrial Relations Commission.

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

Continuous improvement means, to deliver better service, continuing to identify and meet the community needs, while providing secure and safe employment in accordance with the terms and conditions of this certified agreement.

Delegated authority is a power or function as delegated from the Commissioner to another officer.

Employment location is a grouping of work locations based upon geographical proximity, to which an employee is appointed.

Functional role is a role with a specific purpose, to which a Firefighter or Station Officer may be assigned, instead of, or in addition to, their on shift operational responsibilities.

Operational requirement is the service delivery requirement or emergency response imperative, required of QFES to meet its lawful obligations pursuant to the *Fire and Emergency Services Act 1990*

Pay points are the levels of pay within a classification.

Platoon means a group of Firefighters and Station Officers assigned to a shift at a station.

Policy is a document affecting employment conditions and / or entitlements of employees.

PSBA means the Public Safety Business Agency.

QFES means the Queensland Fire and Emergency Services.

Qualified First Class Firefighter is a firefighter who has attained the necessary qualifications and has worked the minimum time period (36 months) set for the classification of First Class Firefighter or, the equivalent from a recognised jurisdiction.

Substantive position is the position to which the employee is tenured or permanently attached.

Union means a union bound by the Award.

Union representative is a person appointed by the relevant registered industrial organisation.

Work location is the location at which an employee is normally rostered to work, and can include but is not limited to an operational fire station, day work office or fire communication centre.

9. No further claims

- (a) This certified agreement is in full and final settlement of all parties' claims for its duration except where provided for in this certified agreement. Unless specified otherwise, it is a term of this certified agreement that no party will pursue any further claims relating to wages or conditions of employment whether dealt with in this certified agreement or not.
- (b) This certified agreement covers all matters or claims that could otherwise be subject to protected industrial action. As such, any variation to any of the agreed entitlements that apply to employees covered by this certified agreement will be made by agreement between the parties.
- (c) Notwithstanding sub-clause (b), it is agreed that the following changes may be made to rights and entitlements of employees covered by this certified agreement during the life of the agreement:
 - (i) General Rulings and Statements of Policy issued by the Commission that provide conditions that are not less favourable than current conditions;
 - (ii) any improvements in conditions determined on a whole-of-government basis; and
 - (iii) any agreements arising from the Safe Crewing Task Force in relation to overtime reduction strategies, flexibility or service delivery models, that are in conflict with the terms of this certified agreement.
- (d) Unless inconsistent with the terms of this certified agreement, the entitlement of employees covered by this certified agreement as contained in Awards, agreements, deeds, human resources policies, procedures and any related QFES state, regional or local documents, and any government Directives or Determinations effective at the date of certification, will not be reduced for the life of this certified agreement.

- (e) Wage increases arising from State Wage Case decisions are to be absorbed into the wage increases provided by this certified agreement.
- (f) It is a term of this certified agreement that no person will receive a base rate of pay that is less than the corresponding base rate of pay in the Award.

10. State Wage Case decisions – application to allowances

Telescopic aerial pumper, aerial appliance and other allowances relating to how work is performed will be adjusted in accordance with State Wage Case decisions or General Rulings handed down by the Queensland Industrial Relations Commission. Adjustments will take effect on the operative date of such decisions.

11. Aims and objectives

- (a) This certified agreement reflects the commitment of all parties to create a modern department capable of anticipating and responding to future community and operational needs, through commitment to continuous improvement without compromising employment security.
- (b) In working cooperatively towards this goal, the parties acknowledge the critical role the QFES plays in providing service delivery capabilities across prevention, preparedness, response and recovery activities. Furthermore, the parties agree that success in achieving this goal will depend on the organisation's capacity to:
 - enhance community safety and prevention, including working with the community on planning and mitigation activities in relation to hazards;
 - be strategic in how QFES can operate into the future;
 - commit to health, safety and wellbeing of employees;
 - develop the capabilities of its employees with the necessary training and development activities, so they can competently undertake their roles;
 - meet service capabilities including prevention and preparedness, response and recovery;
 - develop its existing and future leaders to have modern, strategic and inclusive leadership skills; and
 - contribute to the national, state and local emergency service policy agenda.

12. Safe Crewing Task Force

- (a) Within three months of certification of this certified agreement, the parties will develop an agreed Terms of Reference for a Safe Crewing Task Force (SCTF).
- (b) The SCTF will commence in accordance with the Terms of Reference within one month of the agreed Terms of Reference being published.
- (c) The SCTF will provide a report on safe crewing and other matters in line with the Terms of Reference by 30 June 2021.
- (d) The parties are not bound by the findings of the SCTF as contained in their report, however, all parties commit to safe and full crewing of all employment positions covered by this agreement, including but not limited to –
 - (i) operational fire station roles and rosters at any work or employment location, and
 - (ii) operational day work roles at any work or employment location; and

- (iii) fire communication roles and rosters at any fire communication centre or other work or employment location; and
- (iv) any other employment or work location identified by the SCTF Terms of Reference.
- (e) in light of the commitment at (d), the parties will endeavour to agree on implementation of the findings of the SCTF where possible, when that implementation increases safety of employees and the communities they serve and increases full crewing of any work or employment location.

13. New content of certified agreement

- (a) This certified agreement contains new content in relation to existing terms and conditions of employment within the following clauses:
 - Clause 21 – Union representation
 - Clause 29 – Wellness
 - Clause 30 – Work/life balance
 - Clause 37 – Hours of work and rosters
 - Clause 39 – Rotating leave roster
 - Clause 45 – Rest and recline
 - Clause 46 – Employee-initiated shift swaps
 - Clause 53 – Performance of higher duties for less than one full shift
 - Clause 63 – Overtime for employees in receipt of the 2.5% special flexibility allowance
 - Clause 66 – Fire Investigation Officers
 - Clause 70 – Paid travel time for mandatory and promotion related training
 - Clause 72 – Payment for Firefighters instructing training
 - Clause 87 – Hours of work and rosters
 - Clause 89 – Z Leave – accrual and debiting
 - Clause 102 – Part-time employment conditions
 - Clause 104 – Employee-initiated shift swaps
 - Clause 105 – Payment for Communications Officers instructing training
 - Clause 106 – Paid travel time for mandatory and promotion related training
 - Schedule 5 – Rotating leave roster
- (b) This new content is intended by the parties to reflect the processes that are currently in operation, and that have been previously negotiated and settled.
- (c) Any errors or omissions that may have been made within the new content in any of those listed in subclause (a) will not be utilised to diminish any term or condition of employment existing prior to the date of certification.
- (d) Where any errors or anomalies are identified, the parties agree to consult and resolve in good faith.

PART 2 – CONSULTATION, COMPLAINTS MANAGEMENT AND GRIEVANCE PROCEDURES

14. Consultation

- (a) QFES will maintain effective early and genuine consultation and communication with the relevant union(s) at every level of the organisation.

- (b) Consultation means the full, meaningful and candid discussion of issues and proposals with genuine consideration of each party's views providing an opportunity to affect the outcome, prior to the making of any final decision.
- (c) Unions will be invited to engage in the formulation and implementation of policies, plans and strategies that are likely to affect the working conditions of members.
- (d) The parties commit to taking a proactive approach to consultation regarding proposed changes to policies, plans and strategies. Consultation will occur at the appropriate level of the organisation in the very early stages of policy formulation and include a genuine opportunity for participants to influence the decision.
- (e) Consultative procedures will encourage individuals or groups to suggest or respond to proposals for policy in these matters. It is not the intention of the parties to reduce the consultation process to inviting feedback on completed or near-completed policies.
- (f) Refer to Schedule 3 for the QFES Engagement Strategy.

15. Dispute resolution – certified agreement matters

- (a) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this certified agreement 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 certified agreement, 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 sub-clause (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.

16. Dispute resolution – other than certified agreement matters

- (a) The objectives of this procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.
- (b) The following procedure applies to all industrial matters within the meaning of the *Industrial Relations Act 2016* -
 - 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 remains 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.

17. Commitment to procedural fairness and natural justice

QFES commits to upholding the principles of natural justice and procedural fairness in all dealings with its employees.

18. Employee records

QFES will manage all employee records in accordance with the Public Service standard, currently set out in Division 2 of the *Public Service Regulation 2018*.

19. Agency Consultative Committees

- (a) QFES and each of the unions covered by this certified agreement will continue to arrange bi-monthly agency consultative committee (ACC) meetings and ensure that appropriate representation is convened. Committees will discuss issues pursuant to terms of reference, industrial matters and work-related concerns specific to particular employee groups or workplaces.
- (b) Where workplace delegates as union nominees participate in ACC meetings the following conditions apply:
 - (i) when nominees are on duty, they will not lose any pay as a result of travelling to or attending the meeting; and
 - (ii) when nominees are off duty, they will be paid as if they were working normal hours for the time involved in travelling to and attending the meeting.
- (c) Regional Assistant Commissioners and relevant unions will continue to arrange local consultative committees.

20. Workplace health and safety

- (a) QFES commits to providing a workplace free from health and safety risks and will promote a framework for continuous improvement and progressively higher standards in the prevention and management of situations that cause injury or illness in the workplace.
- (b) QFES and the unions will pursue continuous improvement in workplace health and safety standards through the promotion of a healthy and safe working environment. All employees will be assisted in understanding and fulfilling their responsibilities in maintaining a healthy and safe working environment.
- (c) QFES and the unions commit to engagement and consultation as a part of the framework for continuous improvement of the management of health and safety risks through facilitating election of Workplace Health and Safety Representatives (WHSR's) and establishing and maintaining workplace health and safety committees.
- (d) The parties agree to implement a Workplace Health and Safety Communication Consultation and Engagement Policy within six (6) months of the date of certification.

21. Union representation

- (a) Employees are entitled to have a union representative present during any meeting or interview that relates to their employment relationship with QFES.

- (b) While it may not be considered necessary by QFES for a union representative to be present in certain circumstances, it should be remembered that the right of any employee to have a union representative present at any meeting or interview remains, should the employee request it.
- (c) It may not be necessary for an employee to have a union representative present where a meeting is of a general nature and will not affect the employment relationship. Such circumstances may include (but are not limited to):
 - (i) discussions about day-to-day operational matters;
 - (ii) meetings regarding required amendments to workplace procedures or systems; or
 - (iii) general staff meetings and information sessions.
- (d) In circumstances where an employee does not seek union representation they may seek assistance from a support person.
- (e) Refer to Schedule 3 for the relevant policy.

PART 3 – CONDITIONS OF EMPLOYMENT (GENERAL)

22. Wage increases

The following wage increases are to apply:

- (a) 2.5% as from 1 July 2019; and
- (b) 2.5% as from 1 July 2020; and
- (c) 2.5% as from 1 July 2021.

23. Occupational superannuation

- (a) Subject to Commonwealth legislation and clause 23(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 certified agreement, 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.

24. Salary sacrifice

- (a) Salary packaging is available for employees and employees are permitted to sacrifice up to the maximum amount of salary to superannuation as is permitted by Commonwealth Superannuation Guarantee Legislation.
- (b) The following principles apply for employees that avail themselves of salary packaging:
 - (i) as part of the salary package arrangements, the costs for administering the package, including fringe benefits tax, are met by the participating employee;

- (ii) there will be no additional increase in superannuation costs or to fringe benefit payments made by the employer;
- (iii) increases or variations in taxation are to be passed to employees as part of their salary package;
- (iv) employees must provide to the employer evidence of independent financial advice prior to taking up a salary package;
- (v) any additional administrative and fringe benefit tax costs are to be met by the employee;
- (vi) any increases or variations to taxation, excluding payroll tax, that result in additional costs are to be passed on to the employee as part of the salary package; and
- (vii) the employee's salary for superannuation purposes and severance and termination payments will be the gross salary which the employee would receive if not taking part in flexible remuneration packaging.

25. Employment security

The Government is committed to maximum employment security for tenured public sector employees by developing and maintaining a responsive, impartial and efficient public service as the preferred provider of existing services to Government and the community.

26. Permanent employment

The parties are committed to maximising permanent employment where possible. Casual or temporary forms of employment should only be utilised where permanent employment is not viable or appropriate. The employer is encouraged to utilise workforce planning and management strategies to assist in determining the appropriate workforce mix for current and future needs.

27. New technology

- (a) The introduction of technology to the workplace is viewed as an integral part of today's workplace and is to be embraced to enable personal and organisational benefits to flow.
- (b) Formal training and informal access will be provided to facilitate the adoption of technology, particularly where it is being introduced and where it will support more effective and efficient operational capability.

28. Health and well-being

During the life of this certified agreement the parties will develop and implement an agreed health and well-being program that meets the needs of the parties.

29. Wellness

- (a) QFES commits to providing employees with access to a voluntary wellness program.
- (b) The wellness program is aimed at improving physical wellbeing and health through diet, exercise, hydration and healthy habits. The program may be promoted through:
 - (i) wellness campaigns and seminars;
 - (ii) on shift wellness time;

- (iii) health and fitness profiles; and/or
- (iv) individual/group exercise.

(c) Refer to Schedule 3 for the relevant policy.

30. Work/life balance

To balance work and family life the following provisions are available, subject to operational requirements and financial considerations:

(a) Purchased leave

- (i) Purchased leave is special leave without salary.
- (ii) Employees may apply to purchase a period of leave from one to six weeks within a 12-month period, to be funded through fortnightly deductions to their base salary over a nominated period of time.
- (iii) A full and reasonable assessment of operational requirements should be conducted when considering any applications for purchased leave. Issues to consider might include (but are not limited to) reorganisation of work arrangements, impact upon service delivery and reasonable notice of the intended timing of the leave.
- (iv) Applications will not be unreasonably refused. If an application is not approved and the employee believes that QFES's reasons for refusing to approve the application are unreasonable, the employee may commence a dispute in accordance with clause 15. If requested, QFES must provide the employee with the reasons for the refusal in writing, including an explanation of any prohibitive operational requirements, if relevant.

(b) Half pay annual leave

- (i) Employees of QFES may apply for half pay annual leave.
- (ii) Employees may elect to take their annual leave at half pay, subject to the discretion of the delegated authority, taking into account operational requirements.
- (iii) The period of the half pay annual leave will be recognised as normal full-time or part-time service applying to the employee at the time of taking the leave. That is, increments and the accrual of sick, recreation and long service leave will remain at the normal entitlement for the period of half pay annual leave for employees working full-time and at the relevant proportional rate for employees working part-time.

31. Long service leave

(a) Long service leave, including for casual employees, is provided for in the Award and the Act. Sub-clauses (b), (c) and (d) supplement those provisions.

(b) Access to pro rata long service leave after seven years' service.

- (i) Employees will be entitled to access pro rata long service leave after seven years' service. Pro rata cash equivalent of long service leave on termination will only be available in accordance with the terms of s. 95(3) and (4) of the *Industrial Relations Act 2016*.

- (ii) Where an employee voluntarily reverts to a lower classification, the employee will be entitled to leave accrued as at the date of the reversion at the salary applicable at the date of the reversion. Employees will not be compelled to take accrued long service leave at the date of the reversion.
 - (iii) The minimum period of long service leave that may be taken at any one time is one (1) calendar week.
- (c) Long service leave at half pay
- (i) An employee may request and the QFES may agree to extend the period of long service leave for which the employee qualifies by the employee taking the leave at half pay.
 - (ii) Granting of the leave is subject to departmental convenience. However, requests for leave should not be unreasonably refused.
- (d) Payout of long service leave after ten years of service
- (i) An employee may be paid for all or part of an entitlement to long service leave instead of taking the leave or part of the leave by making application to the Queensland Industrial Relations Commission.
 - (ii) The Queensland Industrial Relations Commission may order payment of this leave if they are satisfied that the payment should be made:
 - (A) on compassionate grounds; or
 - (B) on the grounds of financial hardship.
 - (iii) Neither QFES nor PSBA will oppose a reasonable application to the Queensland Industrial Relations Commission.
 - (iv) An employee considering accessing this provision is strongly advised to seek financial advice prior to their application and provide proof of financial hardship with their application.

32. Illness and annual leave and long service leave

- (a) Where an employee becomes ill before the start of annual leave or long service leave and their illness continues into that leave, they may be granted sick leave on full pay for the period of the illness instead of the leave which had already been approved, provided they submit an application for sick leave with a medical certificate issued by a registered medical practitioner to the Assistant Commissioner, prior to leave commencing and that they have accrued sick leave available for the period covered by the medical certificate.
- (b) Illness whilst on paid leave:
 - (i) An employee who becomes ill after starting annual leave or long service leave may be granted sick leave for the period of the illness instead of the approved leave provided:
 - (A) the employee submits a written application supported by a medical certificate issued by a registered medical practitioner to the Assistant Commissioner; and
 - (B) the period of illness is more than three (3) working days; and
 - (C) the employee advises the employer of their illness prior to returning from the approved leave.

- (ii) Paid sick leave is not available to an employee on unpaid leave.

33. Emergent leave

An employee may be granted leave that is reasonably required for an emergency situation or on compassionate grounds. Additional leave for emergent purposes will be available to all employees as a matter of policy on the following basis:

- (a) a maximum of three (3) shifts/days per year (non-cumulative); and
- (b) sick leave either side of emergent leave is to be supported by a medical certificate; and
- (c) the leave is to be approved by the delegated authority.

34. Deployment conditions

- (a) Deployment conditions for Firefighters, Station Officers, Communications Officers and Communications Supervisors are set out in Schedule 2 of this certified agreement.
- (b) Deployment conditions for Senior Officers, Building Approval Officers and Communications Managers are set out in Part 9 of this certified agreement.
- (c) Deployment conditions for Rural Fire Management are set out in Part 10 of this certified agreement.

35. Disaster Assistance Response Team (DART) allowance

- (a) This clause provides for a daily rolled up in-field allowance for employees participating in DART exercises.
- (b) DART exercises occur from time to time to specifically test or exercise the mobilisation, movement and operations in-field, as approved by the Deputy Commissioner.
- (c) Where DART exercises require employees to live in-field the conditions for employees will be the same as the deployment conditions relevant to the specific classification (refer to Schedule 2, Part 9 or Part 10).

36. Policies to be developed within the life of this certified agreement

- (a) The parties will develop the following policies (content to be agreed):
 - (i) BA HAZMAT:
The parties commit to developing a policy with agreed content within six months of the date of certification; and
 - (ii) Health and wellbeing:
The parties commit to developing a policy with agreed content within one year of the date of certification.
- (b) The parties will work collaboratively to develop the following policies (content to be developed through consultation):
 - (i) Organisational shift swaps
(within 6 months of the date of certification)

- (ii) Peer to peer shift swaps
(within 6 months of the date of certification)
 - (iii) Fire communication centre roster principles
(within 6 months of the date of certification)
 - (iv) WHS communication, consultation and engagement
(within 6 months of the date of certification)
 - (v) Fatigue management for fire communication centre work
(within 12 months of the date of certification)
 - (vi) Employer initiated transfers
(within 12 months of the date of certification)
 - (vii) A comprehensive bullying and harassment prevention policy
(prior to 1 January 2022)
 - (viii) Injury management best practice guidelines
(prior to 1 January 2022)
 - (ix) Ill health transfer processes
(prior to 1 January 2022)
 - (x) Performance management guidelines
(prior to 1 January 2022)
 - (xi) Fatigue management (Firefighters and Station Officers)
(prior to 1 January 2022)
 - (xii) Rescue technician standing order
(within 6 months of the date of certification)
- (c) Policy development and implementation of the above will be reported to bi-monthly Agency Consultative Committees, as agenda items and progress reports.
- (d) Agreement between the parties on each of the above policies at (a) and (b) will not be unreasonably withheld by any party.
- (e) The parties may rely upon the consultation and dispute resolution processes as contained within this certified agreement with regard to development and implementation of the above policies at (a) and (b).

PART 4 – FIREFIGHTERS AND STATION OFFICERS

37. Hours of work and rosters

Firefighters and Station Officers will perform work according to one of the following rosters.

- (a) Continuous shift roster
 - (i) The 10/14 continuous shift roster will remain in place as the recognised shift roster for continuous shift workers.
 - (ii) The continuous shift roster operates as per the Award.

(b) 7-day station shift roster

- (i) The 7-day station roster is applied where there is a requirement for a station to be staffed by permanent Firefighters and Station Officers during the day only.
- (ii) The 7-day station roster cycle consists of seven (7) tours, worked over an eight (8) week period. A tour consists of four (4) consecutive day shifts, followed by four (4) consecutive days off.
- (iii) A station may work day shifts of either 11 hours or 12 hours in duration.
- (iv) Where a 7-day station roster consists of 11-hour day shifts, each platoon will work one (1) additional day shift per roster cycle. The working of the additional shifts will result in two double-platoon days over the course of each roster cycle. Double-platoon days should be utilised for training purposes.
- (v) Full-time employees on the 7-day station roster will be paid for 40 ordinary hours per week.
- (vi) Firefighters and Station Officers employed on the 7-day station roster are entitled to the same overtime rates, public holiday entitlements, annual leave, accrued leave and additional leave as employees on the continuous shift roster.

(c) 5-day station shift roster

- (i) The 5-day station roster is applied where QFES requires a station to be staffed by permanent Firefighters and Station Officers on weekdays only.
- (ii) The 5-day station roster consists of eight (8) hour shifts each Monday to Friday, and rostered days off each Saturday and Sunday.
- (iii) Full-time employees on the 5-day station roster will be paid for 40 ordinary hours per week.
- (iv) Firefighters and Station Officers employed on the 5-day station roster are entitled to the same overtime rates, public holiday entitlements, annual leave, accrued leave and additional leave as employees on the continuous shift roster.

(d) Day work roster

- (i) For employees other than continuous shift workers or day station shift workers, the pattern of working hours shall be determined by the employer after consultation with the affected employee or employees and, where requested by the employee(s), their union representative.
- (ii) In most cases, employees on day work will be required to work from Monday to Friday each week, in day shifts of eight (8) hours. Full-time employees on day work will be paid for 40 ordinary hours per week.
- (iii) Employees on day work will be offered the opportunity to work flexible hours, provided the required hours of the full working week are achieved and operational requirements are met.
- (iv) Firefighters and Station Officers employed on a day work roster are entitled to the same annual leave, accrued leave and additional leave as employees on the continuous shift roster.
- (v) The conditions for the operation of the day work roster have been agreed between the UFUQ and the QFES and are set out in the relevant policy as referred to in Schedule 3.

38. Fatigue leave/rest period after overtime for 5-day and 7-day stations

- (a) This clause is in addition to, and shall be read in conjunction with, the Award provisions relating to fatigue leave/rest period after overtime.
- (b) The fatigue leave/rest period after overtime prescribed in the Award, and associated provisions, applies in the following circumstances for employees employed at 5-day and 7-day stations:
 - (i) The employee is recalled to work overtime and actually works more than two (2) cumulative hours between 2200 and 0600; or
 - (ii) The employee is recalled to work overtime and actually works two (2) or more hours of continuous overtime.

39. Rotating leave roster

- (a) At the date of certification, the rotating leave roster is in effect for all Firefighters and Station Officers employed on either the continuous shift roster or the 7-day shift roster, with the exception of those appointed to the Mount Isa employment location.
- (b) Refer to Schedule 5 for the rotating leave roster.

40. Firefighter training (time performing operational response duty)

- (a) Prior to attaining the classification of First Class Firefighter, an employee must:
 - (i) Successfully complete the annual QStep training program requirements, and
 - (ii) Work a minimum of 1500 hours (exclusive of any paid leave period), at each of the 4th, 3rd and 2nd class Firefighter subclassifications, rostered on shift with a platoon at an operational fire station responding to emergency call outs in fire appliance position 1, 2 or 3 as required.

41. Reserve rosters

- (a) The existing roster arrangements will be maintained, and may be supplemented with additional reserve rosters on an area, zone or work location basis, as required.
- (b) Reserve rosters will comprise reserve shifts after compilation of the main rosters.
- (c) Reserve shifts may be deployed to the main roster to meet operational requirements as determined by QFES.
- (d) The reserve roster will be mainly comprised of permanent full-time and permanent part-time employees.
- (e) Qualified casual employees may supplement the utilisation of permanent full-time and permanent part-time employees on the reserve roster, with the following provisions applying to casual employees:
 - (i) Firefighters at the rank of First Class Firefighter or above, may be engaged on the reserve roster on a casual basis.
 - (ii) A “casual” employee is an employee engaged as such. Casual employees must meet and maintain relevant recruitment, entry qualifications and skills requirements pertaining to the classification, prescribed by the Award, in which they are engaged.

- (iii) Casual engagements may be used to meet short term, temporary or intermittent needs as identified within the reserve roster.
- (iv) Casual employees will be paid on an hourly basis plus a 23% loading. The hourly rate is based on the following formula: $(\text{base rate} + \text{weekend shift allowance} + \text{night shift allowance}) \times 1.23 \div 76$.
- (v) Each engagement stands alone and a casual employee is to be paid a minimum engagement of two (2) hours per day and to work a maximum of 14 ordinary hours a day, with a maximum of 76 ordinary hours per fortnight.
- (vi) A casual employee who works more than 76 hours in the pay period or is directed to work more than 10 hours on a day shift or 14 hours on a night shift is to be paid overtime.
- (vii) The base rate for calculating overtime will not include the weekend and shift allowances but will include the 23% casual loading.
- (viii) Overtime worked on a public holiday will be paid at double the overtime rate for all hours worked with no shift penalties or casual loading.
- (ix) A casual employee who works ordinary hours on a public holiday will be paid the public holiday penalty (i.e. base x 2.5) for all actual hours worked.
- (x) Casual employees are not entitled to be paid any of the following allowances:
 - (A) on call allowances;
 - (B) divisional or locality allowances.
- (xi) Where a casual employee is directed to perform work outside of their employment location they will be paid motor vehicle/mileage allowance for excess travel in accordance with the amounts identified in the relevant government Directive that relates to work related travel.
- (xii) Where a casual employee is required to transport QFES equipment, such as PPE, they will be paid motor vehicle/mileage allowance for excess travel in accordance with the amounts identified in the relevant government Directive that relates to work related travel.
- (f) In establishing a reserve roster, first consideration should be given to the placement of staff who volunteer to be part of the reserve roster.
- (g) Unless otherwise requested by an employee and approved, staff are not to be allocated to a reserve roster on a long term basis. As vacancies arise in situations within the region or area, first preference should be given to staff on the reserve roster, after considering any compassionate transfer requests. Permanent full-time Firefighters will not be transferred to the reserve roster without their consent.
- (h) Graduates from the 16 week recruit course who are progressing to First Class Firefighter can exit from completion of the recruit course and spend a period of up to 16 weeks on the reserve roster as part of their structured training and development, rotating or relieving at different stations prior to being appointed to an employment location.

42. Reserve roster variations

- (a) A roster variation occurs when QFES directs, or permits, an employee to work a different shift to that which the employee has been rostered to work, but does not include a change in the work location of the shift.

- (b) QFES will give an employee on the reserve roster a minimum of 72 hours' notice of a roster variation. The notice period may be waived by agreement between QFES and the employee, provided that the waiver is agreed on each occasion.
- (c) An employee on the reserve roster may request a roster variation. If QFES consents, the employee must work a replacement shift with a minimum of 72 hours' notice, (or as otherwise agreed) as directed, for no additional pay.
- (d) No overtime will be incurred for employee-initiated roster variations.
- (e) An employee who "owes" a shift is not eligible to accept an overtime shift until the replacement shift has been worked.
- (f) An employee who ceases employment prior to working any replacement (or "owed") shifts shall have the equivalent amount of wages deducted from any wages payable upon termination.

43. Part-time employment

- (a) Firefighters at the rank of First Class Firefighter or above may be engaged on a part-time basis.
- (b) A part-time employee may be engaged with ordinary hours of less than 38 hours per week with a minimum of 24 hours per fortnight, averaged over a roster cycle. Part-time employees must meet and maintain relevant recruitment, entry qualifications and skills requirements pertaining to the classification, prescribed by the Award, in which they are engaged.
- (c) The following conditions shall be applicable to approved part-time work:
 - (i) The work cycle of a part-time employee shall be determined by QFES.
 - (ii) The spread of ordinary hours for a part-time employee shall be the same as those prescribed for a full-time employee.
 - (iii) Part-time employees must be appointed to a guaranteed minimum number of hours to be worked over each roster cycle.
 - (iv) Part-time employees will be paid for those minimum hours per fortnight with any overrun of hours on a shift, or roster cycle (i.e. 304 hours) to be paid at overtime rates.
 - (v) The agreed number of ordinary hours per work cycle or the agreed pattern of work may be amended by mutual agreement, providing no standing waivers will be approved. Any agreed alteration to the minimum number of ordinary hours worked or the pattern of work will be recorded in writing.
 - (vi) A part-time employee may, by mutual agreement, work additional base hours at the ordinary hourly rate provided that the average hours for a part-time employee are less than a full-time employee over the roster cycle.
 - (vii) The additional hours so worked shall be taken into account in the pro rata calculation of all entitlements.
 - (viii) Part-time employees shall be eligible for payment of overtime in circumstances where a full-time employee is eligible for such overtime.

- (d) Where a part-time employee is directed to perform work outside of their employment location they will be paid motor vehicle/mileage allowance for excess travel in accordance with the amounts identified in the relevant government Directive that relates to work related travel.
- (e) Where a part-time employee is required to transport QFES equipment, such as PPE, they will be paid motor vehicle mileage/allowance for excess travel in accordance with the amounts identified in the relevant government Directive that relates to work related travel.

44. Temporary employment

The competency standard prescribed for eligibility for temporary employment in accordance with the Award provision, is that the proposed temporary employee must be (at minimum) a Qualified First Class Firefighter.

45. Rest and recline

- (a) Firefighters and Station Officers rostered to a 24 hour station are to be available for all duties for the duration of their shift.
- (b) Notwithstanding that availability, Firefighters and Station Officers shall be permitted to rest and recline between the hours of 2200 and 0600 when no work is required to be performed.

46. Employee-initiated shift swaps

- (a) Organisational shift swaps and peer-to-peer shift swaps are ways to access periods of time off outside rostered leave blocks.
- (b) An organisational shift swap is an agreed arrangement between an employee and QFES providing for the exchange of a shift or shifts in accordance with the relevant policy.
- (c) A peer-to-peer shift swap occurs when an employee agrees to swap a shift or shifts with another employee. Peer-to-peer shift swaps operate according to the relevant policy.
- (d) Refer to Schedule 3 for the relevant policies.

47. Time off in lieu of overtime (TOIL) – shift overruns

- (a) TOIL shall apply to time worked in excess of rostered shifts at the employee's election.
- (b) TOIL accrues at the relevant overtime rates and must be taken within either eight (8) weeks of its accrual or within a roster cycle.
- (c) TOIL is calculated in 15 minute intervals and cannot be accrued beyond the limit of 14 hours.
- (d) Prior authorisation must be given by the manager of the relevant work unit for the accrual or taking of TOIL. TOIL must be taken at times to suit operational requirements, allowing management control over staffing levels, and without incurring overtime.
- (e) Untaken TOIL will be paid out, 12 months from date of accrual.

48. Change of roster from the continuous shift roster

When an employee is required to undertake a short term move from the continuous shift roster to day work as directed by QFES, and the actual hours worked are less than their projected continuous shift roster for the period during the removal, there shall be:

- (a) no negative hours recorded; and
- (b) no requirement to work the difference in hours; and
- (c) no reduction in pay.

49. Payment of wages for annual leave

- (a) Payment of wages whilst on annual leave will be on a fortnightly basis unless a specific request has been received to indicate that the full amount is to be paid at the commencement of the holiday period.
- (b) Those employees requiring prepayment for the leave period may continue to access this method of payment but it will only be done on the basis of a written request.

50. Annual leave when acting as a Senior Officer

When a Firefighter or Station Officer undertakes a temporary relieving period as a Senior Officer they continue to receive the additional 112.3572 hours annual leave so that when they return to their substantive position it does not affect the rotating leave roster.

51. Movement to day work roles

- (a) In order to ensure the ongoing efficient delivery of all QFES services, the parties agree that staff may be moved from shift work to day work roles.
- (b) Unless mutually agreed otherwise, employees will not be moved to day work roles where residential relocation would be required.

52. Progression through pay points whilst on higher duties

- (a) Higher duties pay point progression is as follows:
 - (i) Where an employee is relieving in a higher position or a series of consecutive higher positions for over 12 months, performance objectives should be set at the relieving level.
 - (ii) Subject to satisfactory performance and upon completion of any necessary qualifications and training requirements, the employee should move through the pay point levels within the higher classification until the relieving ceases and the employee reverts to their substantive level.
- (b) Maintaining pay point for subsequent periods of higher duties.

Where an employee has moved to the next pay point as a result of extended higher duties, such pay point will continue to apply for all subsequent periods of higher duties until such time as there is a break of 12 months in the performance of higher duties.

- (c) Payment of annual leave at higher duties rates

Pursuant to the *Industrial Relations Act 2016*, an employee who is performing higher duties immediately preceding a period of annual leave shall continue to be paid the higher duties rate for the period of annual leave.

53. Performance of higher duties for less than one full shift

- (a) Where an employee performs higher duties for a period of less than one full shift, they will be paid at the higher duties rate for the full shift only where:
- (i) the employee works in the higher position for 8 hours or more of a 10-hour day shift, or
 - (ii) the employee works in the higher position for 12 hours or more of a 14-hour night shift, or
 - (iii) the employee otherwise works in the higher duties position for 80% or more of the duration of their shift.

54. Leading Firefighters

- (a) “Leading Firefighter” is a classification available to Firefighters who possess the relevant Station Officer qualifications and are awaiting promotion to Station Officer. There will be a limit of one hundred (100) employees across QFES progressing to this classification at any one time, with positions allocated on a region-by-region basis.
- (b) Employees at the Leading Firefighter classification are eligible for higher duties when undertaking relieving at the Station Officer classification when directed to do one (1) shift or more. QFES will not rotate higher duties arrangements in order to evade these higher duties payments.
- (c) This will provide encouragement for employees to undertake relevant training and will promote career pathing. It will also allow for the recognition and utilisation of employees who hold appropriate skills and are awaiting promotion, and will ensure that the skills possessed by employees are adequately recognised.

55. Night shift allowance

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

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

56. Weekend shift allowance

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

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

57. 38 hour week allowance

- (a) The 38 hour week was introduced by way of the payment of an allowance known as the 38 hour week allowance. The 38 hour week allowance is paid in lieu of reducing ordinary working hours from 40 to 38 under the Award.
- (b) The allowance is paid fortnightly and is calculated as follows:
 - o The employees' fortnightly rate of pay* $\div 76 \times 4 = 38$ hour week allowance
 - *where the fortnightly rate of pay is equivalent to the base rate, weekend penalty and night shift penalty.
- (c) The 38 hour week allowance is payable on all forms of leave.

58. 38 hour week allowance superannuated

QFES will provide a contribution equivalent to 9.5% of the employee's 38 hour week allowance to the employee's superannuation accumulation account.

59. Total rates

- (a) All Firefighters and Station Officers receive averaged weekend penalty rates and night shift allowances, based on the current continuous shift roster, to provide a standard fortnightly rate of salary.
- (b) The averaged "rolled up rate" is paid without deduction and paid on leave in lieu of the traditional annual leave loading amount of 17.5%.

60. Commercial activities

- (a) QFES undertakes a number of commercial activities which include (but are not limited to):
 - training external clients;
 - development and updating of external training and assessment material;
 - site inspections and production of Emergency Procedures Manuals;
 - site inspections and production of Evacuation Plans;
 - non-regulatory building audits;
 - non-emergency industry support;
 - guest speakers;
 - paid consultancies.
- (b) Employees participate in commercial activities on a voluntary basis outside their normal rostered hours.
- (c) Employees undertaking commercial activities are to ensure they hold the appropriate qualifications to undertake the assigned commercial activity.
- (d) Employees who undertake commercial activities are required to have a minimum of an eight (8) hour break from normal rostered operational duties before undertaking commercial activities.
- (e) Employees who undertake commercial activities on a gazetted show holiday in the district in which the commercial activity is being delivered receive the hourly rate plus 50% for each hour worked.
- (f) Travel time is not paid when undertaking commercial activities, unless the travel in total exceeds two (2) hours, when reasonable travel time shall be paid.

- (g) If an employee is directed to use their own motor vehicle to undertake commercial activities, excess mileage shall be paid in accordance with the amounts identified in the relevant government Directive that relates to work related travel.
- (h) The hourly rate of remuneration is 1.5 times the base rate for Leading Firefighters.

61. Fight Fire Fascination and Road Attitudes and Action Planning

- (a) When a Firefighter or Station Officer is required to travel on a day that is not a day or shift on their projected roster, to present the Fight Fire Fascination program and/or the Road Attitudes and Action Planning presentation, they will be paid at single time of the base rate of a Leading Firefighter for time spent travelling up to a maximum of eight (8) hours payment for travel time in any day.
- (b) When a Firefighter or Station Officer is presenting these programs, or undertaking other peripheral activities associated with the programs, they will be reimbursed at 1.5 times the base rate of a Leading Firefighter.
- (c) Peripheral activities include preparation and development of program presentations, and other administrative/essential work specifically related to the program. For the entitlement relating to paid travel time, refer to clause 70.
- (d) The payments at sub-clauses (a) and (b) are for when these activities are undertaken on Firefighters' or Station Officers' rostered days off.

62. Special flexibility allowance

- (a) A special flexibility allowance will be paid to non-shift work Station Officers working in the following functional roles:
 - Safety Assessment Officers;
 - Community Liaison Officers;
 - BA/Safety Equipment Officers (excluding officers in receipt of the BA/HAZMAT allowance);
 - Workplace Health and Safety Officers;
 - Training/Support Officers;
 - Data Support Officers;
 - Roster Officers;
 - Building Approval Officers;
 - Planning Officers;
 - Equipment Officers;
 - Regional Development Officers;
 - Officers rostered to 501T; and
 - Other positions as determined by the Commissioner from time to time.

This allowance will be paid at the rate of 2.5% calculated on the base rate of pay for normal hours worked. This allowance compensates for the flexibility required for operational day staff.

63. Overtime for employees in receipt of the 2.5% special flexibility allowance

- (a) Employees in receipt of the 2.5% special flexibility allowance will be paid at single time for the first two (2) hours of overtime in each pay period.

- (b) Notwithstanding sub-clause (a), in circumstances where the first continuous period of overtime in a pay period exceeds two (2) hours, the third hour will be paid at the rate of time and one half, and at the rate of double time thereafter.
- (c) For the remainder of the pay period the rate for all overtime is time and one half for the first three (3) hours and double time thereafter worked out on a daily basis.
- (d) Notwithstanding (a), (b) and (c), overtime worked on a Sunday is to be paid for at the rate of double time.
- (e) Employees in receipt of the 2.5% special flexibility allowance who undertake an overtime shift that forms part of the continuous shift roster will be paid the relevant continuous shift worker overtime rate of double time.
- (f) Employees in receipt of the 2.5% special flexibility allowance who are directed to work overtime in a position other than their usual position (to which the special flexibility allowance accrues), will be paid the appropriate overtime rate for all time worked.

64. Aerial appliance allowance

- (a) The following allowances will be paid to QFES officers certified to operate telescopic aerial pumpers and aerial appliances (excluding Station Officers) while they are stationed at stations with such appliances:
 - appliances less than 25 metres \$8.85 per week
 - appliances 25 metres and above \$44.82 per week
- (b) Where an officer is relocated to a station where these competencies are not required, the allowance will continue to be paid until the date of recertification. During this period QFES may recall employees as required.

65. Rescue Technician Stream

- (a) The rescue technician qualification recognises the additional skills and qualifications held by Firefighters and Station Officers trained in advanced rescue competencies.
- (b) The rescue technician stream is available to Firefighters and Station Officers who possess and maintain the required skills, qualifications and physical assessment requirements.
- (c) Officers wishing to be considered for a position within the rescue technician stream will be required to participate in the recruitment and selection process provided for in the Rescue Technician Standing Order (refer to clause 36 (b)).
- (d) There will be a limit to the number of rescue technicians across QFES engaged within the rescue technician stream at any one time. Numbers will be allocated according to the needs of QFES and as determined by the Commissioner, or delegated authority.
- (e) There will be four (4) levels within the stream as follows:
 - (i) Instructor – qualified with attainment of Level II Confined, Level II Trench, Level II Vertical, Level II Swiftwater, Category II USAR and who are appointed Senior Instructor / Regional Coordinator / Officers at Cannon Hill Special Operations Facility (50 Station).
 - (ii) Leading – qualified with attainment of Level II Confined, Level II Trench, Level II Vertical, Level II Swiftwater and Category II USAR.

- (iii) Senior – qualified with attainment of Level II Confined, Level II Trench, Level II Vertical and Level II Swiftwater.
 - (iv) Operator – qualified with attainment of Swiftwater Operator Level.
- (f) Officers engaged in the rescue technician stream will be required, if offered, to attain and maintain additional skills as provided for in the table below:

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

- (g) This is not an exhaustive list and is subject to change in accordance with sub-clause (l).
- (h) The formula for the calculation of additional remuneration for the creation of the rescue technician stream is the difference between the total rate for a Firefighter Building Approval Officer Level 1 and the total rate for a Leading Firefighter.
- (i) The remuneration is calculated on a percentage of the formula at a rate of:
 - o 100% for Instructor
 - o 80% for Leading
 - o 60% for Senior
 - o 30% for Operator
- (j) Additional remuneration provided to rescue technicians will increase their total rate of pay but will not serve to provide an increase in their base rate of pay or create a subsequent flow on effect to other allowances and entitlements.
- (k) Additional remuneration provided to rescue technicians in accordance with the four (4) levels within the rescue technician stream will be considered ordinary time earnings (OTE) for superannuation purposes.
- (l) The additional remuneration provided will cover the natural evolution and/or progression of all technical rescue disciplines, whether through the introduction of new technology, equipment or techniques which may be developed in the future, not considered to be new skills by QFES. Consultation will be undertaken with the relevant parties where there are identified areas of concern.
- (m) Subject to sub-clause (o), suspension of payment for rescue technician qualifications will occur in the following circumstances:
 - (i) during a voluntary period of absence from the organisation where the employee is removed from operational duty i.e. Firefighter exchange program, until such time the rescue technician resumes duty;
 - (ii) failure to meet the training and skills maintenance requirements;

- (iii) breach of any of the conditions and/or requirements as set out in the Rescue Technician Standing Order;
 - (iv) the abovementioned Standing Order will be developed and implemented within six (6) months of the date of certification (refer to clause 36 (b)).
- (n) Subject to sub-clause (o), cessation of payment for rescue technician qualifications will occur in the following circumstances:
- (i) a Rescue Technician is deemed unable or no longer able to meet the training and skills maintenance requirements;
 - (ii) continued breach or failure to rectify a breach of the conditions and/or requirements as set out in the Rescue Technician Standing Order.
- (o) (i) An officer who has all the necessary qualifications at the Instructor level of technical rescue and has previously held swift water qualifications but can no longer maintain the swift water skills may make application to the relevant Assistant Commissioner, who may seek advice from the Technical Rescue Unit Manager, for approval to be paid the allowance.
- (iii) Approval to continue the allowance is at the discretion of the Assistant Commissioner, who will determine the level of technical rescue allowance to be paid to the officer.
 - (iii) The Assistant Commissioner will also determine the commencement date and cessation date of the payment of the allowance.

66. Fire Investigation Officers

- (a) The 2018 review determined that the Fire Investigation Unit requires a maximum of 60 people as registered Fire Investigators state-wide at any one time. This clause steps out the eligibility criteria of the allowance for Fire Investigation Officers.
- (b) Fire Investigators will receive the allowance of \$367.38 per fortnight for all purposes, and Regional Fire Investigators of \$270.69 per fortnight for all purposes, upon completion of the course and appointment to the role, subject to the below criteria.
- (c) Fire Investigators must fulfil the following criteria to receive the allowance:
 - (i) Officers must be added to the active Fire Investigators register.
 - (ii) Officers must actively participate on their associated regional on-call roster.
 - (iii) Officers must maintain their competency by:
 - Completing four (4) fire investigations in a two year cycle;
 - Completing four (4) distance competency maintenance modules; and
 - Attending at least one (1) state fire investigation training workshop per year.
 - (iv) Officers must be available on their regional Fire Investigations roster except when on approved leave or undertaking higher duties as a Senior Officer.
 - (v) Officers in the Brisbane Employment Location will be required to complete a minimum of three (3) months day work within a two-year period at the State Fire Investigations Unit.
- (d) Refer to Schedule 3 for the relevant policy.

67. BA Hazmat allowance

- (a) QFES and the UFUQ accept that four (4) levels will be utilised in the makeup of those officers who will be undertaking BA Hazmat activities within the QFES.
- (b) The four (4) levels are:
- Specialist;
 - Leading;
 - Technician;
 - Operator.
- (c) The following amounts will be applied for the associated levels:
- Level 1 'Specialist': \$320.63
 - Level 2 'Leading': \$256.50
 - Level 3 'Technician': \$193.44
 - Level 4 'Operator': continue to receive the 2.5% special flexibility allowance as per clause 62.
- (d) Within six months of the date of certification, the parties will develop an agreed Standing Order to govern the operation of the BA Hazmat allowance. The Standing Order will address:
- (i) The requirements of officers to attain and maintain the allowance;
 - (ii) The process for appointment of officers to receive the allowance;
 - (iii) The number of officers who will be in receipt of the allowance at any time; and
 - (iv) Any other matters relevant to the operation of the BA Hazmat allowance.

68. Work Value Review of Live Fire Campus Trainers

- (a) The QFES will, within one year of the date of certification, engage an external work value (JEMS or similar) assessment for Live Fire Campus Trainers.
- (b) The Terms of Reference for the assessment will be developed in consultation with the UFUQ.
- (c) The recommendations arising from the JEMS report will be reviewed by QFES and the UFUQ within three (3) months of the completion of the report, and agreed outcomes arising from the review of the report will be written into the next certified agreement.
- (d) Notwithstanding sub-clause (c), if the recommendations from the assessment include a reduction in any wages or conditions for Live Fire Campus Trainers, they will be deemed to be of no effect.

69. Station Officers and professional development

- (a) The parties recognise the benefits from Senior Officers meeting with Station Officers as a collective group to undertake professional development.
- (b) Therefore on request, Station Officers will attend a maximum of two (2) professional development days per calendar year on their normal rostered days off.
- (c) Station Officer attendance at professional development days is to be remunerated at time and one-half for the first three (3) hours and double time thereafter for each day.

- (d) The provisions of this clause as they relate to professional development days and remuneration do not apply to any other work performed by Station Officers outside of their normal rostered hours of work.

70. Paid travel time for mandatory and promotion related training

- (a) Employees (including instructors and trainers) who are required to travel to or from mandatory or promotion related training that is approved by QFES will be paid travel time.
- (b) Where an employee spends their own time travelling to or from mandatory or promotion related training, the excess travel time will be paid at the ordinary rate of single time.
- (c) Travel time is calculated to the nearest quarter of an hour, based on:
 - (i) the period of time which would reasonably have been taken by the most practicable direct route using approved means of transport, or
 - (ii) in the case of an unavoidable delay during the journey, the time actually involved.
- (d) Mandatory and promotion related training includes:
 - (i) any training required to attain or maintain skills and/or qualifications associated with any role, stream or specialisation, and
 - (ii) all approved training that is associated with an employee's professional development or attempted progression within QFES ranks.
- (e) Excess travel time is the additional time an employee spends travelling to and from mandatory and promotion related training. It is calculated from when an employee commences their journey (e.g. from their home or work location) and ends when they reach their final destination (e.g. accommodation or training venue), less the time the employee would usually spend travelling between their residence and their work location (the time in excess of their usual travelling time).
- (f) QFES recognises that travel to mandatory or promotion related training should occur within ordinary rostered hours where possible, and that the total work time and travel time should not exceed the maximum ordinary hours for that day.
- (g) In making arrangements for travel, the parties will be mindful of their respective obligations regarding health and safety and ensure a minimum 10-hour break between shifts, exclusive of travel time is preserved.

71. Recruit Instructor allowance

- (a) To encourage suitably qualified Station Officers to use their knowledge and operational experience to develop Recruits, a Recruit Instructor allowance will be payable at the rate of 7.5% of the Station Officer 1 pay point 2 remuneration (SO1 PP2), payable when performing training on recruit courses.
- (b) 'Performing training' is any direct instruction of a recruit during a 16-week recruit course (Eg: at QCESA or Townsville Facilities).
- (c) Recruit Instructor allowance will be payable to an employee who is performing training for one tour or more.
- (d) This allowance is not payable for an employee performing training whilst being paid overtime or on higher duties.
- (e) For the entitlement relating to paid travel time, refer to clause 70.

72. Payment for Firefighters instructing training

Where a First Class Firefighter, Senior Firefighter or Leading Firefighter is required to instruct training, they will be paid higher duties for the time spent preparing, administering and delivering the training at the rate of Station Officer 1 pay point 1 (SO1 PP1).

73. Movement within employment locations

- (a) This clause relates to all employer-initiated movements between work locations within an employment location.
- (b) An employee may be rostered to work at any work location within their employment location.
- (c) Where QFES requires an employee to relocate work locations (either on a permanent or temporary basis), the employee must be fairly chosen in consideration of:
 - (i) The skill sets required (e.g. shortages in specialist positions will be filled by appropriately qualified employees);
 - (ii) The residential and personal circumstances of the employee; and
 - (iii) Where more than one suitable employee (based upon (i) and (ii) above) is available, each of the suitable employee's preferences may also be taken into account.
- (d) Where QFES requires an employee to work from a new work location for a duration longer than one (1) tour, and the employee raises individual circumstances about the change, QFES commits to duly consider those circumstances.
- (e) The list of work locations and employment locations is contained in the policy referred to in Schedule 3.
- (f) In as far as they do not conflict with sub-clauses (a) to (e), all other regional arrangements relating to the movement of employees within employment locations will remain in effect.

PART 5 – BUILDING APPROVAL OFFICERS

74. Loading

Building Approval Officers are to be paid a loading of 20%. This loading recognises Building Approval Officers being available to be rostered on call for an average of one week in four, as specified in clause 75(a), for duties commensurate with the skills possessed. Building Approval Officers will also retain the 2.5% special flexibility allowance currently paid to that functional role.

75. On call arrangements and non-standard hours of work

- (a) Building Approval Officers will be required to provide out of hours response through an on call roster and will be required to be on call for an annual average of one (1) week in every four (4) weeks (13 weeks per year).
- (b) The implementation of on call arrangements for Building Approval Officers will be determined on a region by region basis by the Deputy Commissioner after consultation with the affected employee or employees and, where requested by the employee(s), their union representative.
- (c) Building Approval Officers required to be on call for more than the averaged one (1) week in every four (4) weeks will be paid an on call allowance.

76. On call over the Christmas/New Year period

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

77. Time off in lieu of overtime

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

PART 6 – SENIOR OFFICERS

78. Hours of duty

- (a) Standard hours of work will consist of 38 hours per week. Both Senior Officers and their managers are to maintain a "position" focus rather than an "hours" focus. The effective management of working hours and responsibilities will be planned in consultation with the employee's manager. Planned hours are in recognition that most positions need flexibility with starting and ceasing times to satisfy work responsibilities—for example, positions that require flexible arrangements for contact with Auxiliary Firefighters.
- (b) Where an officer is directed to work outside of their planned hours for a particular task the officer will be entitled to accrue time off in lieu, except during deployments, in accordance with clause 110.

79. Programmed day off (PDO)

- (a) Senior Officers (rank of Inspector, Superintendent and Chief Superintendent) who are currently working a 38 hour week may be able to work a 40 hour week and accrue two (2) hours per week towards a programmed day off (PDO) to be taken once every 28 calendar days. No other QFES employees are entitled to accrue PDOs.
- (b) Where a Senior Officer has not accessed a PDO in a month, it may be rolled over to the next month.
- (c) A maximum of five (5) PDOs can be accrued at any one time.
- (d) The accrued PDOs are to be taken at an agreed time and on approval of the officer's manager.
- (e) Where five (5) PDOs are to be taken consecutively or in conjunction with other leave, no replacement costs are to be incurred.
- (f) There will be no cash equivalent paid in lieu of PDOs.

80. On call arrangements and non-standard hours of work

- (a) Senior Officers will be required to provide out of hours response through an on call roster. Senior Officers will be required to be on call for an annual maximum of one (1) week in every four (4) weeks (13 weeks per year). The roster and management of on call arrangements will occur in consultation with the employee's manager.

- (b) All out of hours responses undertaken during the on call weeks are remunerated as part of the annual package. Employees are entitled to TOIL in accordance with clause 81 for any hours actually worked whilst called out when on call.
- (c) Inspectors required to be on call for more than the averaged one (1) week in every four (4) weeks will be paid an on call allowance.
- (d) Those Senior Officers required to be on call over the Christmas/New Year period, as provided for in the circular issued by the Department of Justice and Attorney General, will not be debited annual leave for this period.
- (e) Senior Officers required to be on call over the Easter holiday period will be entitled to two (2) days TOIL in accordance with clause 81.

81. Time off in lieu of overtime

- (a) Time of in lieu for Senior Officers
 - (i) Senior Officers who do not access their TOIL balances within six (6) months of accruing their TOIL, through no fault of their own, may elect to have their TOIL balance paid out at single time at the end of each six (6) month period. This will be done on or by the 1st of January and 30th June each year.
 - (ii) For employees at the ranks of Superintendent and Chief Superintendent, this is subject to the TOIL accrued due to operational duties.
 - (iii) For employees at the ranks of Inspector, TOIL accrued is not limited to operational duties.
 - (iv) Applications to have TOIL paid out are to be made through the chain of command to the Assistant Commissioner, with details of the TOIL accrued.
- (b) Time off in lieu for Duty Manager Operations
 - (i) Duty Manager of Operations TOIL arrangements for public holidays are provided for in EBN 02203-2018. Refer to Schedule 3 for the relevant policy.

82. History of Senior Officers

- (a) In 1996 Senior Offices received the Senior Officers Flexibility Allowance of 15.7%. This percentage bought out overtime, shift work, call back, on call allowances, and leave loading.
- (b) Further there is an acceptance of transfers from appointed positions, without relocation, to another position as part of career development and to suit operational needs.
- (c) The Senior Officer flexibility allowance increased to 20% over the life of the *Queensland Fire and Rescue Service Enterprise Partnership Certified Agreement 2003*.
- (d) In 2006 QFES implemented the current Senior Officer structure which resulted in the base rate, Senior Officers Flexibility Allowance and the 38 hour week allowance being rolled up into a fortnightly rate of pay, which includes overtime, shift work, on call, call back and leave loading.

83. Professional development allowance

- (a) The parties agree that by providing a professional development allowance to Senior Officers is beneficial to both the employer and employees.

- (b) To assist in attaining post graduate qualifications relevant to supporting contemporary Fire and Emergency Management service delivery and in recognition of the leadership role and commitment required to lead QFES through the necessary changing Command, Control, Coordination, Communication and Intelligence (C4I) environment, current substantively appointed Senior Officers will receive a one-off addition to the Professional Development Allowance.
- (c) This one-off addition in the form of a payment of \$750 will be made in the in the first year of the Agreement. The additional payment will assist Senior Officers to attain relevant post graduate qualifications. The payment is subject to normal taxation requirements.
- (d) This payment is an addition to the Professional Development Allowance, and the Professional Development Allowance is not increased by this amount. Applications for additional assistance to study can be made from a relevant SARAS Scheme or the Professional Development Allowance, but not both.
- (e) The Professional Development allowance will be indexed at 3.5% of the Superintendent base wage (low pay point), for each year of this Certified Agreement.

84. Pay point Realignment – Senior Officers

- (a) QFES values Post Graduate qualifications relevant to the Role and Rank of Senior Officers and their commitment to lead QFES through the changing C4I (Command, Control, Coordination, Communication and Intelligence) environment.
- (b) For Senior Officers this will be achieved by creating additional leadership pathways through pay point realignment, with the addition of a pay point at the top of classification levels. This pay point can only be accessed through completion of appropriate qualifications at or higher than AQF8 level, that support contemporary Fire and Emergency Management service. Those promoted after Certification of this Agreement the following will apply.
- (c) A 1.5% additional payment amount at the high pay point for all Senior Officer ranks based on achievement of relevant qualifications, that will be applied in the following manner;
 - (i) Inspector – Progression to the higher pay point after 12 months service at lower pay point and Graduate Certificate (AQF8) or higher, accessible in the 3rd year of Agreement.
 - (ii) Superintendent – Progression to the higher pay point after 12 months service at lower pay point and Graduate Diploma (AQF8) or higher, accessible in the 3rd year of Agreement.
 - (iii) Chief Superintendent - Progression to the higher pay point after 12 months service at lower pay point and Master’s Degree qualification (AQF-9) or higher, accessible in the 3rd year of Agreement.
- (d) Progression to the higher pay point will be grandfathered for existing appointees and qualification requirements do not apply to existing Superintendents and Chief Superintendents. The higher pay points for those grandfathered in this clause will be introduced at the start of the third year of agreement.
- (e) Access to higher pay points only applies to substantively appointed officers not those acting on higher duties.
- (f) The post graduate qualifications for that rank are not a prerequisite to be appointed at the rank, continued progression to the higher pay points is as above in, (c)(i), (c)(ii) and (c)(iii).
- (g) Advancement between ranks or ability to apply for a position won’t be dependent on holding a post graduate qualification however is highly desirable.
- (h) Appropriate Qualifications must be relevant to QFES and role performed (e.g. Disaster Management, Emergency Management, Business, Leadership).

85. Rostered hours and additional annual leave for Duty Manager Operations

- (a) Duty Manager Operations have rostered hours which are over seven (7) days either on the 10/14 roster or four (4) days at 12 hours and includes weekend work.
- (b) Duty Manager Operations whose rostered hours are outlined above are able to accrue and access annual leave as per the rotating leave roster whilst they are in the Duty Manager Operations position.
- (c) When a Duty Manager Operations (DMO) undertakes a temporary relieving period as an Inspector or Superintendent they continue to receive the additional 112.3572 hours annual leave pro-rata, for up to three (3) months when relieving, so that when they return to their substantive position it does not affect their rotating leave roster.

86. On call Scientific Officers

Due to the nature of on call for Scientific Officers, which includes regular contact for the provision of specialist advice, TOIL will be accrued as follows:

- (a) If a Scientific Officer is contacted in relation to an out of hours response (including advice or coordination by telephone) then they will attract a minimum of two (2) hours TOIL.
- (b) The two (2) hours will not apply for each individual response within an out of hours period, but will be the minimum time accrued covering any response up until the accumulated time is greater than two (2) hours, after which the actual time will apply.

PART 7 - COMMUNICATIONS

87. Hours of work and rosters

Communication Officers will perform work according to one of the following rosters.

- (a) Continuous shift roster
 - (i) The 10/14 continuous shift roster will remain in place as the recognised shift roster for continuous shift workers.
 - (ii) The continuous shift roster operates as per the Award.
 - (iii) For full-time employees, two (2) hours of the average of 42 hours is credited towards additional leave, to be taken as Z leave.
- (b) Day work roster
 - (i) For Communications Officers who do not work on the continuous shift roster, the pattern of working hours shall be determined by the employer after consultation with the affected employee or employees and, where requested by the employee(s), their union representative.
 - (ii) In most cases, employees on day work will be required to work from Monday to Friday each week, in day shifts of eight (8) hours. Full-time employees on day work will be paid for 40 ordinary hours per week.

- (iii) Employees on day work will be offered the opportunity to work flexible hours, provided the required hours of the full working week are achieved and operational requirements are met.
- (iv) For their first three (3) months on the day work roster, Communications Officers will accrue the same annual leave and Z leave as employees on the continuous shift roster.
- (v) Communications Officers on the day work roster who undertake an overtime shift that forms part of the continuous shift roster will be paid the relevant continuous shift worker overtime rate of double time.
- (vi) The conditions for the operation of the day work roster will be agreed between the UFUQ and the QFES (refer to clause 103).

88. Debiting of annual leave

- (a) In relation to annual leave, the parties agree that debiting is to remain as for current practices for the life of this certified agreement.
- (b) Roster Principles (refer to clause 103) will determine how and when annual leave can be taken.

89. Z leave – accrual and debiting

- (a) All full-time Communications Officers and Supervisors who work according to the continuous shift roster are entitled to Z leave.
- (b) Temporary Communications Officers and Supervisors are entitled to Z leave if they are remunerated for an average of 80 hours per fortnight (as applies to permanent full-time employees) rather than according to the actual hours worked in any week.
- (c) Part-time Communications Officers and Supervisors are entitled to pro rata Z leave in accordance with clause 102 of this certified agreement.
- (d) Z leave accrues at a rate of two (2) hours per week and is debited on a ‘time for time’ basis (e.g. 10 hours for a day shift and 14 hours for a night shift).
- (e) An employee’s Z leave accrual should not surpass 104 hours at any time. Where an employee accrues excessive Z leave (more than 104 hours), the following steps will be taken by QFES:
 - (i) In the first instance, QFES will consult with the employee regarding a suitable available time in the near future to take the excess Z leave.
 - (ii) If no agreement can be reached during consultation, QFES may direct the employee to take a portion of their excess Z leave with two (2) weeks’ notice.
- (f) Employees should provide at least two (2) weeks’ notice in any application to access Z leave. QFES will not unreasonably refuse to grant an application for Z leave if circumstances prevent the employee from being able to provide two (2) weeks’ notice.
- (g) QFES will not unreasonably refuse an application for Z leave if it can be reasonably accommodated within the relevant Communications Centre roster.
- (h) Employees will retain the ability to access single days off as required.
- (i) If an employee is taking any leave period that combines annual leave and Z leave, and the leave period includes day shifts and night shifts, Z leave must be used for all night shifts in the intended leave period before it can be used for any day shifts in the leave period.

90. Night shift allowance

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

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

91. Weekend shift allowance

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

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

92. 38 hour week allowance

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

(b) The allowance is paid fortnightly and is calculated as follows:

- The employee's fortnightly rate of pay $\times 76 \times 4 = 38$ hour week allowance.

*where the fortnightly rate of pay is equivalent to the base rate, weekend penalty and night shift penalty.

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

93. 38 hour week allowance superannuated

QFES will provide a contribution equivalent to 9.5% of the employee's 38 hour week allowance to the employee's superannuation accumulation account.

94. Total rates

(a) All Fire Communications Officers and Fire Communications Supervisors receive averaged weekend penalty rates and night shift allowances, based on the current 10/14 continuous shift roster, to provide a standard fortnightly rate of salary.

(b) The averaged 'rolled up rate' is paid without deduction and paid on leave in lieu of the traditional annual leave loading of 17.5%.

95. Meal allowances for communications centre employees

(a) Meal break provisions for communications centre employees are contained in the Award.

(b) Where an employee is unable to take, or is recalled to duty before the completion of, a meal break they shall be paid a meal allowance of \$13.40. Such allowance is to be adjusted from time to time in accordance with State Wage Case decisions of the Queensland Industrial Relations Commission.

(c) Employees recalled to duty shall be allowed to complete the meal break once the interruption is over.

96. Pay point progression for Communications Officers

- (a) Recruit Level - Communications Officer 1 pay point 1 (FCO1-1) - progress to Communications Officer 1 pay point 2 after successful completion of Certificate III in Public Safety (Emergency Communications Centre Operations), followed by six (6) months' satisfactory performance.
- (b) Communications Officer 1 pay point 2 (FCO1-2) - progress to Communications Officer 1 pay point 3 on successful completion of training and development, as outlined in the Communications Training Professional Development Program, and twelve (12) months' satisfactory performance at pay point 2.
- (c) Communications Officer 1 pay point 3 (FCO1-3) - progress to Communications Officer 1 pay point 4 upon successful completion of training and development, as outlined in the Communications Training Professional Development Program, and twelve (12) months' satisfactory performance at pay point 3.
- (d) Eligibility for new pay points in the third year of this agreement is based on 12 months continuous service at FCO1-4.

97. Pay point progression of Communications Supervisors and Communications Managers

- (a) Progression through Communications Supervisor or Communications Manager pay points is to be based on qualifications outlined in the Fire Communications Professional Development Program, and twelve (12) months' satisfactory performance at each level.
- (b) Eligibility for new pay points in the third year of this certified agreement is based on 12 months continuous service at FCO2-4 or FCM-3, whichever the case may be.

98. Progression through pay points whilst on higher duties

- (a) Higher duties pay point progression
 - (i) Where an employee is relieving in a higher position or a series of consecutive higher positions for over 12 months, performance objectives should be set at the relieving level.
 - (ii) Subject to 12 months' satisfactory performance and upon completion of any necessary qualification and training requirements, the employee should move through the pay points within the higher classification until the relieving ceases and the employee reverts to their substantive level.

- (b) Maintaining pay point for subsequent periods of higher duties

Where an employee has moved to the next pay point as a result of extended higher duties, such pay point will continue to apply for all subsequent periods of higher duties until such time as there is a break of 12 months in the performance of higher duties.

- (c) Payment of annual leave at higher duties rates

Pursuant to the *Industrial Relations Act 2016*, An employee who is performing higher duties immediately preceding a period of annual leave shall continue to be paid the higher duties rate for the period of annual leave.

99. Communications Manager positions

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

100. Casual conversion

The relevant Ministerial Directive that relates to the conversion of casual employees to permanent employment will apply to Communications Officers as a term of this certified agreement. Refer to Schedule 4 for the relevant Directive.

101. Temporary employment

- (a) When an employee is engaged on a temporary basis, the duration of the temporary contract shall be extended to include any relevant leave accrual to allow the employee to take the relevant leave period prior to the temporary contract ceasing.
- (b) Upon an employee's request, the relevant leave accrual may be paid out at the end of the temporary contract as an alternative to extending the duration of the contract.

102. Part-time employment conditions

- (a) 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 (i.e. 80 hours per fortnight average over an 8 week/320 hour roster) worked by an equivalent full-time employee; and
 - (ii) receives, on a pro rata basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (b) The regular pattern of ordinary hours over the course of each 8 week roster cycle shall by default be 50% of the full-time regular pattern of work for a part-time employee. However, an employee and their Manager may mutually agree to a regular pattern of ordinary hours over the course of each 8 week roster cycle of 25% of the full-time regular pattern of work or 75% of the full-time regular pattern of work, or any other arrangement to accommodate an employee's request for flexibility or the operational needs of the relevant Communications Centre.
- (c) For the purposes of calculations in this clause, the following shall be used as descriptors for the percentages indicated:
 - 1. 25% = One shift per tour.
 - 2. 50% = Two shifts per tour, made up of one day and one night per tour.
 - 3. 75% = Three shifts per tour.
- (d) A part-time employee shall be rostered to work an equal number of day and night shifts reflective of the equivalent full-time regular pattern of work, where the percentage of shift aligns, or otherwise as mutually agreed.
- (e) A part-time employee shall be aligned to a shift on the continuous shift roster unless mutually agreed otherwise.
- (f) Prior to commencement of any part-time arrangement, an employee will enter into a written agreement with QFES which states the employee's percentage (%) of full-time regular pattern of work and outlines the agreed regular pattern of ordinary hours to be worked, including the shift they shall be aligned to, as negotiated between the employee and their Manager with consideration of the needs of both the relevant Communications Centre and the employee, including the availability of any regular and systematic work. Part-time arrangements shall be reviewed every 6 months.
- (g) A part-time employee shall be provided with a roster prescribing their agreed pattern of ordinary hours over the 8-week roster cycle, and the roster shall be published in advance with reasonable notice and in accordance with the Fire Communications Centre Roster Principles.

- (h) The spread of ordinary hours for a part-time employee shall be the same as those prescribed for a full-time employee under the Award.
- (i) A part-time employee may make themselves available or unavailable to work additional ordinary hours or overtime outside of their agreed regular pattern of ordinary hours. Notwithstanding anything within this clause, QFES maintains the right to direct any employee to work a reasonable amount of overtime where operationally required.
- (j) If a part-time employee's roster and/or shift is changed, the relevant provisions prescribed in the Roster Principles shall apply.
- (k) For each ordinary hour worked, a part-time employee shall be paid no less than 1/80th 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.
- (l) A part-time employee shall be paid wages in the same manner as an equivalent full-time employee who performs the same kind of work (i.e. agreed ordinary hours averaged over the 8 week cycle).
- (m) Part-time employees are eligible for payment of salary increments in accordance with clauses 96 and 97.
- (n) A part-time employee may work additional ordinary hours outside of their regular pattern of ordinary hours up to and including full-time equivalent (80) hours. The additional ordinary hours worked are also to be taken into account in the pro rata calculation of all entitlements.
- (o) Where more than 24 hours' notice is provided and a part-time employee works additional hours, all hours up to full-time equivalent (80) hours shall be paid at their ordinary rate. However, if additional hours become available which will result in less than 24 hours' notice being provided to an employee to fill the shift, normal shift replacement/call-back provisions shall apply in accordance with the Roster Principles.
- (p) All additional hours worked by a part-time employee before or after their rostered day or night shift starting or finishing times, and/or over full-time equivalent (80) hours shall be considered overtime and paid at the appropriate overtime rate prescribed in clause 18.3 of the Award.
- (q) Where additional hours are available, these hours will be offered to part-time employees in accordance with the relevant shift replacement/call-back provisions prescribed in the Roster Principles.
- (r) Part-time employees who have worked 80 or more hours in a fortnight shall be provided with the same access to overtime as full-time employees.
- (s) A part-time employee shall be paid a single time penalty when rostered off on a public holiday on the following proportionate basis:
 - (i) For a regular pattern of ordinary hours equivalent to 25% of the full-time regular pattern of work – 2 hours.
 - (ii) For a regular pattern of ordinary hours equivalent to 50% of the full-time regular pattern of work – 4 hours.
 - (iii) For a regular pattern of ordinary hours equivalent to 75% of the full-time regular pattern of work – 6 hours.
- (t) A part-time employee shall accrue Z leave on the following proportionate basis:
 - (i) For a regular pattern of ordinary hours equivalent to 25% of the full-time regular pattern of work – 1 hour per fortnight.

- (ii) For a regular pattern of ordinary hours equivalent to 50% of the full-time regular pattern of work – 2 hours per fortnight.
- (iii) For a regular pattern of ordinary hours equivalent to 75% of the full-time regular pattern of work – 3 hours per fortnight.
- (u) A part-time employee shall have access to both peer to peer and organisational shift swaps, in accordance with any such scheme implemented within a Communications Centre.

103. Roster principles

The parties commit to implementing roster principles to ensure consistent application throughout the state within six (6) months of the date of certification.

104. Employee-initiated shift swaps

- (a) Organisational shift swaps and peer-to-peer shift swaps are ways to access periods of time off outside of annual leave.
- (b) An organisational shift swap is an agreed arrangement between an employee and QFES providing for the exchange of a shift or shifts in accordance with the relevant policy.
- (c) A peer-to-peer shift swap occurs when an employee agrees to swap a shift or shifts with another employee. Peer-to-peer shift swaps operate according to the agreed policy.
- (d) The parties will develop policies to allow Communications Officers to access organisational and peer-to-peer shift swaps.

105. Payment for Communications Officers instructing training

- (a) Where a Fire Communications Officer (FCO1) is required to instruct training, they will be paid for the time spent preparing, administering and delivering the training at the rate of Communications Supervisor (FCO2-1).
- (b) Sub-clause (a) does not apply to the ad hoc provision of general information, guidance and advice.

106. Paid travel time for mandatory and promotion related training

- (a) Employees (including instructors and trainers) who are required to travel to or from mandatory or promotion related training that is approved by QFES will be paid travel time.
- (b) Where an employee spends their own time travelling to or from mandatory or promotion related training, the excess travel time will be paid at the ordinary rate of single time.
- (c) Travel time is calculated to the nearest quarter of an hour, based on:
 - (i) the period of time which would reasonably have been taken by the most practicable direct route using approved means of transport, or
 - (ii) in the case of an unavoidable delay during the journey, the time actually involved.
- (d) Mandatory and promotion related training includes:
 - (i) any training required to attain or maintain skills and/or qualifications associated with any role, stream or specialisation, and

- (ii) all approved training that is associated with an employee's professional development or attempted progression within QFES ranks.
- (e) Excess travel time is the additional time an employee spends travelling to and from mandatory and promotion related training. It is calculated from when an employee commences their journey (e.g. from their home or work location) and ends when they reach their final destination (e.g. accommodation or training venue), less the time the employee would usually spend travelling between their residence and their work location (the time in excess of their usual travelling time).
- (f) QFES recognises that travel to mandatory or promotion related training should occur within ordinary rostered hours where possible, and that the total work time and travel time should not exceed the maximum ordinary hours for that day.
- (g) In making arrangements for travel, the parties will be mindful of their respective obligations regarding health and safety and ensure a minimum 10-hour break between shifts, exclusive of travel time is preserved.

107. Fire Communications Recruit Instructor allowance

- (a) To encourage suitably qualified Communications Supervisors to use their knowledge and operational experience to develop Recruits, a Fire Communications Recruit Instructor allowance will be payable at the rate of 7.5% of the Fire Communications Supervisor pay point 2 remuneration (FCO2-2), payable when performing training on recruit courses.
- (b) 'Performing training' is any direct instruction of a recruit during a recruit course (E.g. at QCESA or Townsville Facilities).
- (c) Recruit Instructor allowance will be payable to an employee who is performing training for one tour or more.
- (d) This allowance is not payable for an employee performing training whilst being paid overtime or higher duties.
- (e) For the entitlement relating to paid travel time, refer to clause 106.

PART 8 – RURAL FIRE MANAGEMENT

108. Rural flexibility allowance

- (a) Rural Fire Management Officers Level 1 will receive a Rural Flexibility Allowance Level 1 of 27.87% to compensate these officers for working on nights and weekends (this replaces the weekend and night shift penalty allowances).
- (b) Rural Fire Management Officers Level 2 will receive a Rural Flexibility Allowance Level 2 of 30% to compensate these officers for working at nights and weekends. The Rural Flexibility Allowance Level 2 also buys out the 2.5% special flexibility allowance, as specified in the *Queensland Fire and Emergency Service Enterprise Partnership Agreement 2003*.

109. Bushfire investigators

- (a) Upon commencement of this certified agreement, Bushfire Investigators will immediately receive \$80 per fortnight for all purposes to undertake Bushfire Investigations.
- (b) Those Bushfire Investigators must be available on an on-call roster and complete two (2) Bushfire Investigations per year to continue to receive the allowance.
- (b) The parties may agree to conduct a review of how this will be operationally applied, within the life of this certified agreement.

110. Review of Rural Fire Service Business Rule – Manage Hours of Work (Operational Officers)

- (a) Over the life of this certified agreement the parties agree to review the Rural Fire Service Business Rule – Manage Hours of Work to ensure it meets Award conditions.
- (b) Without limiting the scope of the review, matters specifically to be addressed include:
 - (i) payment of overtime or accrual of TOIL for time worked beyond rostered hours; and
 - (ii) access to accrued time.

111. Annual leave balances

Rural Fire Service Officers are permitted to accrue annual leave for a period of two (2) years. Those employees whose annual leave balances currently exceed more than two (2) years of entitlement will be expected to reduce their leave balance to the maximum period of accrual to be negotiated with their manager.

PART 9 – DEPLOYMENT CONDITIONS FOR SENIOR OFFICERS, BUILDING APPROVAL OFFICERS AND COMMUNICATIONS MANAGERS

112. Extra ordinary duty hours

- (a) The activation of the extra ordinary duty hours arrangements contained in this certified agreement will be at the discretion of the Deputy Commissioner.
- (b) The definition of ‘extra ordinary duty hours’ is work performed above and beyond normal on call duties by Building Approval Officers, Senior Officers and Communications Managers in response to particular emergency response circumstances.
- (c) Examples include (but are not limited to):
 - 24/7 operations beyond regional capacity;
 - natural disasters such as floods, cyclone, earthquakes;
 - state emergencies;
 - intrastate/interstate/international deployments;
 - taskforces;
 - major wildfire incidents;
 - state incident management team responsibilities; and
 - major events requiring QFES support.
- (d) Building Approval Officers, Senior Officers and Communications Managers engaged in extra ordinary duty hours will be paid as follows:
 - (i) Shift payments – Senior Officers assigned extra ordinary duty hours will be paid 14 hours ordinary time for each shift they are assigned to.

- (ii) If they are assigned to extra ordinary duty hours on a day on which they would normally be required to attend work, they will be paid for hours in addition to their regular daily hours to result in 14 hours of ordinary time pay for each day they are required to perform such duties.
- (iii) In the case where the deployment falls on a gazetted public holiday, when the Senior Officer is not required to attend work, then 14 hours ordinary time will be paid in addition to normal pay.
- (iv) Officers called back from annual leave or long service leave for extra ordinary duty hours will have the option of being paid the 14 hours of ordinary time each day or having their leave recredited and being paid the balance of daily hours in accordance with sub-clause (ii).
- (v) Daily deployment allowance (when not living in the field). Officers who are required to be away from home overnight due to the nature of the deployment will be paid the applicable allowances for travelling, in accordance with the Award, the Domestic Travelling and Relieving Expenses and International Travelling, Relieving and Living Expenses Directives. Refer to Schedule 3 for Directives.
- (vi) Meals, travel and accommodation will be provided by QFES whilst deployed. Where this is impractical, the provisions of the relevant government Directive will apply. The provision of a quick snack, a ration pack or a piece of fruit is not classed as a meal for the purpose of claiming an allowance.
- (vii) Living in the field allowance.
 - (A) When an employee on deployment is required to live in the field, they will be paid a rolled up allowance in lieu of the living in the field, on call and incidental allowances.
 - (B) The rolled up living in the field allowance will be paid at the following rate:
 - For all interstate and intrastate deployments \$150 per day.
 - For all international deployments \$175 per day.
 - (C) The rolled-up living in the field allowance will be indexed by 'eight capitals' CPI.
 - (D) Living in the field is when an employee on deployment is required to sleep in a tent, dormitory or a standard of accommodation that is less than the minimum standard prescribed in the relevant government directive (i.e. equivalent to 3-star accommodation).
 - (E) Living in the field allowance is not paid where the accommodation provided is better than the minimum standard prescribed in the relevant government directive, whereby normal on call arrangements would apply.
- (e) Officers that these conditions apply to shall be allowed 24 hours clear of duty upon returning home, or four days (4) from an extended deployment of 21 days or more, regardless of the roster and providing that they returned home immediately after the conclusion of the deployment.

PART 10 – DEPLOYMENT CONDITIONS FOR RURAL FIRE MANAGEMENT

113. Deployment Conditions

- (a) Deployment is when officers are sent to locations to assist with a critical incident that may be of natural or man-made cause. These deployments may occur within a region, intrastate, interstate or internationally.
- (b) The declaration of a deployment will be made by the Premier, Commissioner, Deputy Commissioner or State Fire Commander at the request of the relevant Assistant Commissioner.

- (c) Examples of incidents include (but are not limited to):
- 24/7 operations beyond regional capacity;
 - natural disasters such as floods, cyclone, earthquakes;
 - state emergencies;
 - taskforces;
 - major wildfire incidents;
 - state incident management team responsibilities; and
 - major events requiring QFES support.
- (d) When an officer is deployed to an intrastate, interstate or international incident the provisions contained in this Schedule shall apply to the exclusion of any other provisions contained in this certified agreement or the Award.
- (e) Living in the field allowance
- (iii) When an employee on deployment is required to live in the field, they will be paid a rolled up allowance in lieu of the living in the field, on call and incidental allowances.
- (iv) The rolled up deployment allowance will be paid at the following rate:
- A. For all interstate and intrastate deployments \$150 per day.
B. For all international deployments \$175 per day.
- (v) the rolled-up living in the field allowance will be indexed by 'eight capitals' CPI.
- (f) Living in the field is when an employee on deployment is required to sleep in a tent, dormitory or a standard of accommodation that is not pursuant to the public service guidelines i.e. equivalent to 3-star accommodation.
- (g) Living in the field allowance does not apply to normal accommodation standards (pursuant to the public service guidelines), whereby normal on call provisions and incidental allowance arrangements listed below would apply.
- (h) On call and incidental allowance,
- (i) Where an employee on deployment is instructed to be available on call outside ordinary or rostered working hours, such employee shall be paid, in addition to their ordinary salary, an allowance based upon the employee's hourly rate or the hourly rate of the Station Officer Level 1, whichever is the higher, and in accordance with the following scale:
- (ii) where the employee is on call throughout the whole of a rostered day off or public holiday - 95% of one hour's pay in respect of such instances;
- (iii) where an employee is on call during the night only of a rostered day off or public holiday - 60% of one hour's pay per night; and
- (iv) where an employee is on call on any other night - 47.5% of one hour's pay per night.
- (v) For the purposes of this clause a "night" shall be deemed to consist of those hours falling between 1700 and 0800 or mainly between such hours.
- (vi) Any overtime payable shall be in addition to the on call allowance.
- (i) All meals, travel and accommodation will be supplied by QFES, or if such arrangements are not supplied, then officers can claim expenses as per the relevant Directive.

- (j) Officers can claim an overnight incidental expense for each night of the deployment (refer to the relevant Directive).
- (k) Transfers between stations to cover leave blocks or other situations requiring staff to be transferred to fulfil staffing requirements would not constitute deployment under these provisions.
- (l) The deployment tour of duty generally ranges from five (5) to seven (7) days duration, including:
 - (i) deployment (1 day);
 - (ii) shifts in field plus rest and recline (3 to 5 days); and
 - (iii) demobilisation (1 day).
- (m) All meals, travel and accommodation will be supplied by QFES, or if such arrangements are not supplied, then officers can claim expenses as per the relevant Directive.
- (n) Officers that these conditions apply to shall be allowed 24 hours clear of duty upon returning home, or four (4) days from an extended deployment of 21 days or more, regardless of the roster and providing that they returned home immediately after the conclusion of the deployment.
- (x) Rostering arrangements
 - (i) Incident controllers and Roster Officers are to ensure they attempt to maximise the most effective use of officers whilst on deployment. For example, where possible, ensure officers are rostered to work on days they would normally be rostered to work and rostered off on days they would normally be rostered off.

Schedule 1 – Wages and Allowances

Firefighters and Station Officers as from 1 July 2019

Classification	Time*	Old base rate	2.5% 1-jul-19	Weekend shift	Night shift	38 Hour Week Allowance	Total f/n
Recruit	N/A	\$1,717.76	\$1,760.70	\$377.32	\$113.57	\$118.50	\$2,370.09
Firefighter (including temporary Firefighter)	N/A	\$2,018.38	\$2,068.84	\$443.35	\$133.44	\$139.24	\$2,784.88
First Class Firefighter PP1	1	\$2,238.27	\$2,294.23	\$491.65	\$147.98	\$154.41	\$3,088.27
First Class Firefighter PP2	1	\$2,260.66	\$2,317.18	\$496.57	\$149.46	\$155.96	\$3,119.16
First Class Firefighter PP3	N/A	\$2,283.26	\$2,340.34	\$501.54	\$150.95	\$157.52	\$3,150.35
Senior Firefighter PP1	1	\$2,399.89	\$2,459.89	\$527.15	\$158.66	\$165.56	\$3,311.27
Senior Firefighter PP2	4	\$2,423.90	\$2,484.50	\$532.43	\$160.25	\$167.22	\$3,344.40
Senior Firefighter PP3	N/A	\$2,508.74	\$2,571.46	\$551.06	\$165.86	\$173.07	\$3,461.45
Leading Firefighter PP1	N/A	\$2,561.40	\$2,625.44	\$562.63	\$169.34	\$176.71	\$3,534.11
Station Officer 1 PP1	1	\$2,863.28	\$2,934.86	\$628.94	\$189.30	\$197.53	\$3,950.63
Station Officer 1 PP2	N/A	\$2,891.90	\$2,964.20	\$635.23	\$191.19	\$199.51	\$3,990.12
Station Officer 2 PP1	1	\$2,936.61	\$3,010.03	\$645.05	\$194.15	\$202.59	\$4,051.81
Station Officer 2 PP2	N/A	\$2,965.98	\$3,040.13	\$651.50	\$196.09	\$204.62	\$4,092.33
Station Officer 3 PP1	1	\$3,085.05	\$3,162.18	\$677.65	\$203.96	\$212.83	\$4,256.62
Station Officer 3 PP2	N/A	\$3,115.87	\$3,193.77	\$684.42	\$206.00	\$214.96	\$4,299.15

Firefighters and Station Officers as from 1 July 2020

Classification	Time*	Old base rate	New pay point	2.5% 1-jul-20	Weekend shift	Night Shift	38 Hour Week Allowance	Total f/n
Recruit	N/A	\$1,760.70		\$1,804.72	\$386.75	\$116.40	\$121.47	\$2,429.34
Firefighter PP1 (including temporary Firefighter)	1	\$2,068.84		\$2,120.56	\$454.44	\$136.78	\$142.72	\$2,854.50
Firefighter PP2	N/A		\$2,099.87	\$2,152.37	\$461.25	\$138.83	\$144.87	\$2,897.32
First Class Firefighter PP1	1	\$2,294.23		\$2,351.59	\$503.94	\$151.68	\$158.27	\$3,165.48
First Class Firefighter PP2	1	\$2,317.18		\$2,375.11	\$508.99	\$153.19	\$159.86	\$3,197.15
First Class Firefighter PP3	N/A	\$2,340.34		\$2,398.85	\$514.07	\$154.73	\$161.46	\$3,229.10
Senior Firefighter PP1	1	\$2,459.89		\$2,521.39	\$540.33	\$162.63	\$169.70	\$3,394.05
Senior Firefighter PP2	4	\$2,484.50		\$2,546.61	\$545.74	\$164.26	\$171.40	\$3,428.01
Senior Firefighter PP3	N/A	\$2,571.46		\$2,635.75	\$564.84	\$170.01	\$177.40	\$3,547.99
Leading Firefighter PP1	N/A	\$2,625.44		\$2,691.08	\$576.70	\$173.57	\$181.12	\$3,622.47
Station Officer 1 PP1	1	\$2,934.86		\$3,008.23	\$644.66	\$194.03	\$202.47	\$4,049.40
Station Officer 1 PP2	N/A	\$2,964.20		\$3,038.31	\$651.11	\$195.97	\$204.49	\$4,089.88
Station Officer 2 PP1	1	\$3,010.03		\$3,085.28	\$661.18	\$199.00	\$207.66	\$4,153.11
Station Officer 2 PP2	N/A	\$3,040.13		\$3,116.13	\$667.79	\$200.99	\$209.73	\$4,194.64
Station Officer 3 PP1	1	\$3,162.18		\$3,241.23	\$694.60	\$209.06	\$218.15	\$4,363.04
Station Officer 3 PP2	N/A	\$3,193.77		\$3,273.61	\$701.54	\$211.15	\$220.33	\$4,406.63

Firefighters and Station Officers as from 1 July 2021

Classification / pay point	Time *	Old base rate	New pay point	2.5% 1-jul-21	Weekend shift	Night Shift	38 Hour Week Allowance	Total f/n
Recruit	N/A	\$1,804.72		\$1,849.84	\$396.42	\$119.31	\$124.50	\$2,490.08
Firefighter PP1 (including temporary Firefighter)	1	\$2,120.56		\$2,173.57	\$465.80	\$140.20	\$146.29	\$2,925.86
Firefighter PP2	N/A	\$2,152.37		\$2,206.18	\$472.78	\$142.30	\$148.49	\$2,969.75
First Class Firefighter PP1	1	\$2,351.59		\$2,410.38	\$516.54	\$155.47	\$162.23	\$3,244.62
First Class Firefighter PP2	1	\$2,375.11		\$2,434.49	\$521.71	\$157.02	\$163.85	\$3,277.08
First Class Firefighter PP3	1	\$2,398.85		\$2,458.82	\$526.93	\$158.59	\$165.49	\$3,309.83
First Class Firefighter PP4	N/A		\$2,434.83	\$2,495.70	\$534.83	\$160.97	\$167.97	\$3,359.48
Senior Firefighter PP1	1	\$2,521.39		\$2,584.42	\$553.84	\$166.70	\$173.95	\$3,478.91
Senior Firefighter PP2	4	\$2,546.61		\$2,610.28	\$559.38	\$168.36	\$175.69	\$3,513.71
Senior Firefighter PP3	1	\$2,635.75		\$2,701.64	\$578.96	\$174.26	\$181.83	\$3,636.70
Senior Firefighter PP4	N/A		\$2,675.29	\$2,742.17	\$587.65	\$176.87	\$184.56	\$3,691.25
Leading Firefighter PP1	1	\$2,691.08		\$2,758.36	\$591.12	\$177.91	\$185.65	\$3,713.04
Leading Firefighter PP2	N/A		\$2,731.45	\$2,799.73	\$599.98	\$180.58	\$188.44	\$3,768.73
Station Officer 1 PP1	1	\$3,008.23		\$3,083.44	\$660.78	\$198.88	\$207.53	\$4,150.63
Station Officer 1 PP2	1	\$3,038.31		\$3,114.27	\$667.39	\$200.87	\$209.61	\$4,192.13
Station Officer 1 PP3	N/A		\$3,083.88	\$3,160.98	\$677.40	\$203.88	\$212.75	\$4,255.01
Station Officer 2 PP1	1	\$3,085.28		\$3,162.41	\$677.70	\$203.98	\$212.85	\$4,256.94
Station Officer 2 PP2	1	\$3,116.13		\$3,194.03	\$684.48	\$206.02	\$214.98	\$4,299.50
Station Officer 2 PP3	N/A		\$3,162.87	\$3,241.94	\$694.75	\$209.11	\$218.20	\$4,364.00
Station Officer 3 PP1	1	\$3,241.23		\$3,322.26	\$711.96	\$214.29	\$223.61	\$4,472.11
Station Officer 3 PP2	1	\$3,273.61		\$3,355.45	\$719.07	\$216.43	\$225.84	\$4,516.79
Station Officer 3 PP3	N/A		\$3,322.71	\$3,405.78	\$729.86	\$219.67	\$229.23	\$4,584.54

* Time is expressed at column two of the above table as the number of years an employee is to spend at each pay point within each of the classifications, prior to progression to the next pay point.

The exception is the highest pay point in each classification, where the employee remains until being appointed to the next classification, and as such, the time period is not applicable (N/A).

To be clear, an employee can advance from one classification to the next regardless of the amount of time at any pay point, if the relevant classification progression criteria have been met.

2.5% Special Flexibility Allowance

	Base rate as from 01.07.19	Allowance as from 01.07.19	Base rate as from 01.07.20	Allowance as from 01.07.20	Base rate as from 01.07.21	Allowance as from 01.07.21
First Class Firefighter PP1	\$2,294.23	\$57.36	\$2,351.59	\$58.79	\$2,410.38	\$60.26
First Class Firefighter PP2	\$2,317.18	\$57.93	\$2,375.11	\$59.38	\$2,434.49	\$60.86
First Class Firefighter PP3	\$2,340.34	\$58.51	\$2,398.85	\$59.97	\$2,458.82	\$61.47
First Class Firefighter PP4					\$2,495.70	\$62.39
Senior Firefighter PP1	\$2,459.89	\$61.50	\$2,521.39	\$63.03	\$2,584.42	\$64.61
Senior Firefighter PP2	\$2,484.50	\$62.11	\$2,546.61	\$63.67	\$2,610.28	\$65.26
Senior Firefighter PP3	\$2,571.46	\$64.29	\$2,635.75	\$65.89	\$2,701.64	\$67.54
Senior Firefighter PP4					\$2,742.17	\$68.55
Leading Firefighter PP1	\$2,625.44	\$65.64	\$2,691.08	\$67.28	\$2,758.36	\$68.96
Leading Firefighter PP2					\$2,799.73	\$69.99
Station Officer 1 PP1	\$2,934.86	\$73.37	\$3,008.23	\$75.21	\$3,083.44	\$77.09
Station Officer 1 PP2	\$2,964.20	\$74.11	\$3,038.31	\$75.96	\$3,114.27	\$77.86
Station Officer 1 PP3					\$3,160.98	\$79.02
Station Officer 2 PP1	\$3,010.03	\$75.25	\$3,085.28	\$77.13	\$3,162.41	\$79.06
Station Officer 2 PP2	\$3,040.13	\$76.00	\$3,116.13	\$77.90	\$3,194.03	\$79.85
Station Officer 2 PP3					\$3,241.94	\$81.05
Station Officer 3 PP1	\$3,162.18	\$79.05	\$3,241.23	\$81.03	\$3,322.26	\$83.06
Station Officer 3 PP2	\$3,193.77	\$79.84	\$3,273.61	\$81.84	\$3,355.45	\$83.89
Station Officer 3 PP3					\$3,405.78	\$85.14

Rural Staff from 1 July 2019

Classification	Old base rate	2.5% 1-jul-19	Rural Flexibility Allowance level 1	Total f/n
BTSO - 1	\$2,158.38	\$2,212.34	\$616.58	\$2,828.92
BTSO - 2	\$2,238.27	\$2,294.23	\$639.40	\$2,933.63
BTSO - 3	\$2,318.85	\$2,376.82	\$662.42	\$3,039.24
BTSO - 4	\$2,399.89	\$2,459.89	\$685.57	\$3,145.46
BTSO - 5	\$2,480.82	\$2,542.84	\$708.69	\$3,251.53
BTSO - 6	\$2,561.40	\$2,625.44	\$731.71	\$3,357.14
			Rural Flexibility Allowance level 2	
ATSO - 1	\$2,716.01	\$2,783.91	\$835.17	\$3,619.08
ATSO - 2	\$2,789.94	\$2,859.69	\$857.91	\$3,717.60
ATSO - 3	\$2,880.77	\$2,952.79	\$885.84	\$3,838.63
ATSO - 4	\$2,936.73	\$3,010.15	\$903.04	\$3,913.19

Rural Staff from 1 July 2020

Classification	Old base rate	New pay point	2.5% 1-jul-20	Rural Flexibility Allowance level 1	Total f/n
BTSO - 1	\$2,212.34		\$2,267.65	\$631.99	\$2,899.64
BTSO - 2	\$2,294.23		\$2,351.59	\$655.39	\$3,006.97
BTSO - 3	\$2,367.82		\$2,427.02	\$676.41	\$3,103.42
BTSO - 4	\$2,459.89		\$2,521.39	\$702.71	\$3,224.10
BTSO - 5	\$2,542.84		\$2,606.41	\$726.41	\$3,332.82
BTSO - 6	\$2,625.44		\$2,691.08	\$750.00	\$3,441.08

BTSO - 7		\$2,664.82	\$2,731.44	\$761.25	\$3,492.70
				Rural Flexibility Allowance level 2	
ATSO - 1	\$2,783.91		\$2,853.51	\$856.05	\$3,709.56
ATSO - 2	\$2,859.69		\$2,931.18	\$879.35	\$3,810.54
ATSO - 3	\$2,952.79		\$3,026.61	\$907.98	\$3,934.59
ATSO - 4	\$3,010.15		\$3,085.40	\$925.62	\$4,011.02

Rural Staff from 1 July 2021

Classification	Old base rate	New pay point	2.5% 1-jul-19	Rural Flexibility Allowance level 1	Total f/n
BTSO - 1	\$2,267.65		\$2,324.34	\$647.79	\$2,972.14
BTSO - 2	\$2,351.59		\$2,410.38	\$671.77	\$3,082.15
BTSO - 3	\$2,427.02		\$2,487.70	\$693.32	\$3,181.02
BTSO - 4	\$2,521.39		\$2,584.42	\$720.28	\$3,304.70
BTSO - 5	\$2,606.41		\$2,671.57	\$744.57	\$3,416.14
BTSO - 6	\$2,691.08		\$2,758.36	\$768.75	\$3,527.11
	\$2,731.44		\$2,799.73	\$780.28	\$3,580.01
				Rural Flexibility Allowance level 2	
ATSO - 1	\$2,853.51		\$2,924.85	\$877.45	\$3,802.30
ATSO - 2	\$2,931.18		\$3,004.46	\$901.34	\$3,905.80
ATSO - 3	\$3,026.61		\$3,102.28	\$930.68	\$4,032.96
ATSO - 4	\$3,085.40		\$3,162.54	\$948.76	\$4,111.30
ATSO - 5		\$3,131.68	\$3,209.97	\$962.99	\$4,172.96

BTSO is taken to mean all RFSO1's and ATSO is taken to mean all RFSO2's.

From 1 July 2020 all BTSO / RFSO1 who have served 12 months at the 6th pay point, they will progress from pay point 6 to pay point 7.

From 1 July 2021 all ATSO / RFSO2 who have served 12 months at the 4th pay point, they will progress from pay point 4 to pay point 5.

Technical Rescue Stream Allowance as from 1 July 2019

Classification	FF BAO 1 total rate	Leading Firefighter total rate	Difference	Allowance	
Instructor	\$3,857.07	\$3,534.11	\$322.96	\$322.96	100%
Leading	\$3,857.07	\$3,534.11	\$322.96	\$258.37	80%
Senior	\$3,857.07	\$3,534.11	\$322.96	\$193.78	60%
Operator	\$3,857.07	\$3,534.11	\$322.96	\$96.89	30%

Technical Rescue Stream Allowance as from 1 July 2020

Classification	FF BAO 1 total rate	Leading Firefighter total rate	Difference	Allowance	
Instructor	\$3,953.50	\$3,622.47	\$331.03	\$331.03	100%
Leading	\$3,953.50	\$3,622.47	\$331.03	\$264.82	80%
Senior	\$3,953.50	\$3,622.47	\$331.03	\$198.62	60%
Operator	\$3,953.50	\$3,622.47	\$331.03	\$99.31	30%

Technical Rescue Stream Allowance as from 1 July 2021

Classification	FF BAO 1 total rate	Leading Firefighter total rate	Difference	Allowance	
Instructor	\$4,052.34	\$3,713.04	\$339.30	\$339.30	100%
Leading	\$4,052.34	\$3,713.04	\$339.30	\$271.44	80%
Senior	\$4,052.34	\$3,713.04	\$339.30	\$203.58	60%
Operator	\$4,052.34	\$3,713.04	\$339.30	\$101.79	30%

Building Approval Officers as from 1 July 2019

Classification	Time*	Old base rate	2.5% 1-jul-19	20% Flexibility Allowance	38 Hour Week Allowance	Total f/n	2.5% Special Flexibility Allowance
FF BAO1 PP1	1	\$2,921.22	\$2,994.25	\$598.85	\$189.11	\$3,782.21	\$74.86
FF BAO1 PP2	N/A	\$2,950.43	\$3,024.19	\$604.84	\$191.00	\$3,820.03	\$75.60
FF BAO2 PP1	1	\$3,038.01	\$3,113.96	\$622.79	\$196.67	\$3,933.42	\$77.85
FF BAO2 PP2	N/A	\$3,068.39	\$3,145.10	\$629.02	\$198.64	\$3,972.76	\$78.63
BAO1 PP1	1	\$3,421.02	\$3,506.55	\$701.31	\$221.47	\$4,429.32	\$87.66
BAO1 PP2	N/A	\$3,455.23	\$3,541.61	\$708.32	\$223.68	\$4,473.61	\$88.54
BAO2 PP1	1	\$3,522.30	\$3,610.36	\$722.07	\$228.02	\$4,560.45	\$90.26
BAO2 PP2	N/A	\$3,557.53	\$3,646.47	\$729.29	\$230.30	\$4,606.07	\$91.16

Building Approval Officers as from 1 July 2020

Classification	Time*	Old base rate	2.5% 1-jul-20	20% Flexibility Allowance	38 Hour Week Allowance	Total f/n	2.5% Special Flexibility Allowance
FF BAO1 PP1	1	\$2,994.25	\$3,069.11	\$613.82	\$193.84	\$3,876.77	\$76.73
FF BAO1 PP2	N/A	\$3,024.19	\$3,099.79	\$619.96	\$195.78	\$3,915.53	\$77.49
FF BAO2 PP1	1	\$3,113.96	\$3,191.81	\$638.36	\$201.59	\$4,031.76	\$79.80
FF BAO2 PP2	N/A	\$3,145.10	\$3,223.73	\$644.75	\$203.60	\$4,072.08	\$80.59
BAO1 PP1	1	\$3,506.55	\$3,594.21	\$718.84	\$227.00	\$4,540.06	\$89.86
BAO1 PP2	N/A	\$3,541.61	\$3,630.15	\$726.03	\$229.27	\$4,585.45	\$90.75

BAO2 PP1	1	\$3,610.36	\$3,700.62	\$740.12	\$233.72	\$4,674.47	\$92.52
BAO2 PP2	N/A	\$3,646.47	\$3,737.63	\$747.53	\$236.06	\$4,721.22	\$93.44

Building Approval Officers as from 1 July 2021

Classification	Time*	Old base rate	New pay point	2.5% 1-jul-21	20% Flexibility Allowance	38 Hour Week Allowance	Total f/n	2.5% Special Flexibility Allowance
FF BAO1 PP1	1	\$3,069.11		\$3,145.84	\$629.17	\$198.68	\$3,973.69	\$78.65
FF BAO1 PP2	1	\$3,099.79		\$3,177.28	\$635.46	\$200.67	\$4,013.41	\$79.43
FF BAO1 PP3	N/A		\$3,146.28	\$3,224.94	\$644.99	\$203.68	\$4,073.61	\$80.62
FF BAO2 PP1	1	\$3,191.81		\$3,271.61	\$654.32	\$206.63	\$4,132.55	\$81.79
FF BAO2 PP2	1	\$3,223.73		\$3,304.32	\$660.86	\$208.69	\$4,173.88	\$82.61
FF BAO2 PP3	N/A		\$3,272.08	\$3,353.89	\$670.78	\$211.82	\$4,236.49	\$83.85
BAO1 PP1	1	\$3,594.21		\$3,684.07	\$736.81	\$232.68	\$4,653.56	\$92.10
BAO1 PP2	1	\$3,630.15		\$3,720.90	\$744.18	\$235.00	\$4,700.09	\$93.02
BAO1 PP3	N/A		\$3,684.60	\$3,776.72	\$755.34	\$238.53	\$4,770.59	\$94.42
BAO2 PP1	1	\$3,700.62		\$3,793.14	\$758.63	\$239.57	\$4,791.33	\$94.83
BAO2 PP2	1	\$3,737.63		\$3,831.07	\$766.21	\$241.96	\$4,839.25	\$95.78
BAO2 PP3	N/A		\$3,793.69	\$3,888.54	\$777.71	\$245.59	\$4,911.84	\$97.21

* Time is expressed at column two of the above table as the number of years an employee is to spend at each pay point within each of the classifications, prior to progression to the next pay point.

The exception is the highest pay point in each classification, where the employee remains until being appointed to the next classification, and as such, the time period is not applicable (N/A).

To be clear, an employee can advance from one classification to the next regardless of the amount of time at any pay point, if the relevant classification progression criteria have been met.

Senior Officers as from 1 July 2019

Classification	Old base rate	2.5% 1-jul-19
Inspector	\$5,134.90	\$5,263.27
Superintendent	\$5,562.81	\$5,701.88
Chief Superintendent	\$5,813.85	\$5,959.20

Senior Officers as from 1 July 2020

Classification	Old base rate	2.5% 1-jul-20
Inspector	\$5,263.27	\$5,394.85
Superintendent	\$5,701.88	\$5,844.43
Chief Superintendent	\$5,959.20	\$6,108.18

Senior Officers as from 1 July 2020

Classification	Old base rate	New pay points	2.5% 1-jul-21
Inspector	\$5,394.85		\$5,529.72
High pay point		\$5,475.77	\$5,612.67
Superintendent	\$5,844.43		\$5,990.54
High pay point		\$5,932.10	\$6,080.40
Chief Superintendent	\$6,108.18		\$6,260.88
High pay point		\$6,199.80	\$6,354.80

Communications Officers as from 1 July 2019

Classification	Old base rate	2.5% 1-jul-19	Weekend shift	Night shift	38 Hour Week Allowance	Total f/n
FCO1 - 1	\$1,819.96	\$1,865.46	\$399.77	\$120.32	\$125.56	\$2,511.10
FCO1 - 2	\$2,142.52	\$2,196.08	\$470.62	\$141.65	\$147.81	\$2,956.16
FCO1 - 3	\$2,225.05	\$2,280.68	\$488.75	\$147.10	\$153.50	\$3,070.03
FCO1 - 4	\$2,310.01	\$2,367.76	\$507.41	\$152.72	\$159.36	\$3,187.25
FCO2 - 1	\$2,955.94	\$3,029.84	\$649.29	\$195.42	\$203.92	\$4,078.48
FCO2 - 2	\$3,043.29	\$3,119.37	\$668.48	\$201.20	\$209.95	\$4,199.00
FCO2 - 3	\$3,130.66	\$3,208.93	\$687.67	\$206.98	\$215.98	\$4,319.55
FCO2 - 4	\$3,217.79	\$3,298.23	\$706.81	\$212.74	\$221.99	\$4,439.77
FCM - 1	\$3,910.73	\$4,008.50			\$210.97	\$4,219.47
FCM - 2	\$4,029.72	\$4,130.46			\$217.39	\$4,347.86
FCM - 3	\$4,162.15	\$4,266.20			\$224.54	\$4,490.74
FCMZ	\$4,515.69	\$4,628.58			\$243.61	\$4,872.19

Communications Officers as from 1 July 2020

Classification	Old base rate	2.5% 1-jul-20	Weekend shift	Night shift	38 Hour Week Allowance	Total f/n
FCO1 - 1	\$1,865.46	\$1,912.10	\$409.76	\$123.33	\$128.69	\$2,573.88
FCO1 - 2	\$2,196.08	\$2,250.98	\$482.39	\$145.19	\$151.50	\$3,030.06
FCO1 - 3	\$2,280.68	\$2,337.70	\$500.97	\$150.78	\$157.34	\$3,146.79
FCO1 - 4	\$2,367.76	\$2,426.95	\$520.10	\$156.54	\$163.35	\$3,266.94
FCO2 - 1	\$3,029.84	\$3,105.59	\$665.53	\$200.31	\$209.02	\$4,180.45
FCO2 - 2	\$3,119.37	\$3,197.35	\$685.19	\$206.23	\$215.20	\$4,303.98
FCO2 - 3	\$3,208.93	\$3,289.15	\$704.87	\$212.15	\$221.38	\$4,427.55
FCO2 - 4	\$3,298.23	\$3,380.69	\$724.48	\$218.05	\$227.54	\$4,550.76
FCM - 1	\$4,008.50	\$4,108.71			\$216.25	\$4,324.96
FCM - 2	\$4,130.46	\$4,233.72			\$222.83	\$4,456.55
FCM - 3	\$4,266.20	\$4,372.86			\$230.15	\$4,603.01
FCMZ	\$4,628.58	\$4,744.29			\$249.70	\$4,993.99

Communications Officers as from 1 July 2021

Classification	Old base rate	New pay point	2.5% 1-jul-21	Weekend shift	Night shift	38 Hour Week Allowance	Total f/n
FCO1 - 1	\$1,912.10		\$1,959.90	\$420.01	\$126.41	\$131.91	\$2,638.24
FCO1 - 2	\$2,250.98		\$2,307.25	\$494.44	\$148.82	\$155.29	\$3,105.81
FCO1 - 3	\$2,337.70		\$2,396.14	\$513.49	\$154.55	\$161.27	\$3,225.46
FCO1 - 4	\$2,426.95		\$2,487.62	\$533.10	\$160.45	\$167.43	\$3,348.60
FCO1 - 5		\$2,463.35	\$2,524.94	\$541.09	\$162.86	\$169.94	\$3,398.83
FCO2 - 1	\$3,105.59		\$3,183.23	\$682.17	\$205.32	\$214.25	\$4,284.96
FCO2 - 2	\$3,197.35		\$3,277.28	\$702.32	\$211.38	\$220.58	\$4,411.57
FCO2 - 3	\$3,289.15		\$3,371.38	\$722.49	\$217.45	\$226.91	\$4,538.23
FCO2 - 4	\$3,380.69		\$3,465.21	\$742.59	\$223.51	\$233.23	\$4,664.53

FCO2 - 5		\$3,431.40	\$3,517.19	\$753.73	\$226.86	\$236.73	\$4,734.50
FCM - 1	\$4,108.71		\$4,211.43			\$221.65	\$4,433.08
FCM - 2	\$4,233.72		\$4,339.56			\$228.40	\$4,567.96
FCM - 3	\$4,372.86		\$4,482.18			\$235.90	\$4,718.09
FCM - 4		\$4,438.45	\$4,549.41			\$239.44	\$4,788.86
FCMZ	\$4,744.29		\$4,862.90			\$255.94	\$5,118.85

Schedule 2 – Deployment Conditions for Firefighters, Station Officers, Communications Officers and Communication Supervisors

- (a) Deployment is when officers are sent to locations to assist with a critical incident that may be of natural or man-made cause. These deployments may occur within a region, intrastate, interstate or internationally.
- (b) The declaration of a deployment will be made by the Premier, Commissioner, Deputy Commissioner or State Fire Commander at the request of the relevant Assistant Commissioner.
- (c) Examples of incidents include (but are not limited to):
- 24/7 operations beyond regional capacity;
 - natural disasters such as floods, cyclone, earthquakes;
 - state emergencies;
 - taskforces;
 - major wildfire incidents;
 - state incident management team responsibilities; and
 - major events requiring QFES support.
- (d) When an officer is deployed to an intrastate, interstate or international incident the provisions contained in this Schedule shall apply to the exclusion of any other provisions contained in this certified agreement or the Award.
- (e) Living in the field allowance
- (i) When an employee on deployment is required to live in the field, they will be paid a rolled up allowance in lieu of the living in the field, on call and incidental allowances.
- (ii) The living in the field allowance will be paid at the following rate:
- (A) For all interstate and intrastate deployments \$150 per day.
 - (B) For all international deployments \$175 per day.
- (iii) The living in the field allowance will be indexed by 'eight capitals' CPI.
- (iv) Living in the field is when an employee on deployment is required to sleep in a tent, dormitory or a standard of accommodation that is less than the minimum standard prescribed in the Critical Incident Entitlements and Conditions Directive 06/16 (i.e. equivalent to 3-star accommodation).
- (v) The living in the field allowance is not paid where the accommodation provided is better than the minimum standard (as prescribed by the relevant directive in sub-clause (iv)) whereby normal on call provisions and incidental allowance arrangements listed below would apply.
- (f) On call allowance
- (i) Where an employee on deployment is instructed to be available on call outside ordinary or rostered working hours, such employee shall be paid, in addition to their ordinary salary, an allowance based upon the employee's hourly rate or the hourly rate of the Station Officer Level 1, whichever is the higher, and in accordance with the following scale:
- (A) where the employee is on call throughout the whole of a rostered day off or public holiday - 95% of one hour's pay in respect of such instances;

- (B) where an employee is on call during the night only of a rostered day off or public holiday - 60% of one hour's pay per night; and
 - (C) where an employee is on call on any other night - 47.5% of one hour's pay per night.
- (ii) For the purposes of this clause a "night" shall be deemed to consist of those hours falling between 1700 and 0800 or mainly between such hours.
 - (iii) Any overtime payable shall be in addition to the on call allowance.
- (i) Officers can claim an overnight incidental expense for each night of the deployment (refer to the relevant Directive).
 - (j) Transfers between stations to cover leave blocks or other situations requiring staff to be transferred to fulfil staffing requirements would not constitute deployment under these provisions.
 - (k) The deployment tour of duty generally ranges from five (5) to seven (7) days duration, including:
 - (i) deployment (1 day);
 - (ii) shifts in field plus rest and recline (3 to 5 days); and
 - (iii) demobilisation (1 day).
 - (l) All meals, travel and accommodation will be supplied by QFES, or if such arrangements are not supplied, then officers can claim expenses as per the relevant Directive.
 - (m) Officers that these conditions apply to shall be allowed 24 hours clear of duty upon returning home, or four (4) days from an extended deployment of 21 days or more, regardless of the roster and providing that they returned home immediately after the conclusion of the deployment.
 - (n) Travel and commencement of deployment
 - (i) When an employee is deployed, there is usually a requirement to travel to a location to commence deployment.
 - (ii) Time spent travelling will be paid at single time up to a maximum of 14 hours on each occasion, unless it is an international deployment, where all travel time will be paid at single time.
 - (iii) If time spent travelling is less than 14 hours, then actual travel time is to be claimed.
 - (iv) Travel days are to be noted on timesheets in the Comments section.
 - (v) Travel to the actual deployment location is often broken by attending a pre-deployment location to prepare equipment for travel (for example the QFES SDC).
 - (A) When this occurs, and an employee undertakes work preparing, packing, equipment or otherwise, for travel with them to the actual deployment location, including the transportation of deployment equipment, the travel time is taken to have ceased and the actual deployment (work time) is taken to have commenced.
 - (B) On other occasions, an employee may travel from home to an airport and travel to the deployment location, without doing any work during that period. On this occasion, the entire period travelling is taken to have been travel time and is paid accordingly.

(o) Hours of work and payment when deployed

- (i) When an employee is deployed, the roster they would ordinarily work outside of a deployment (their normal roster, e.g. projected 10/14 for shift workers) is taken to continue to apply for the purposes of calculating the payment of wages.
- (ii) See sub-clause (s) for examples of when overtime is to be claimed.
- (iii) Therefore, whilst the actual roster worked during deployment is developed as per the deployment circumstances (commonly 12-hour shifts) the rate of pay for deployments is determined by the employee's normal roster (as described above).
- (iv) Officers deployed are to ensure the deployment rostered hours are noted on their timesheets.
- (v) Incident controllers must ensure all officers on intrastate deployment have a minimum of a ten (10) hour break between shifts. Officers on interstate deployment must be given a minimum break of eight (8) hours between shifts, however every attempt will be made to provide a break of ten (10) hours.
- (vi) In determining the relevant rate of pay the following principles should apply: -
 - (A) Any hours worked on a day that an employee would have ordinarily worked would be paid at single time up to the total amount of ordinary hours they would have ordinarily worked on that day;
 - (B) Any hours worked on a day that an employee would not have ordinarily worked would be paid at the applicable overtime rates; and
 - (C) Any hours worked on a day an employee would have ordinarily worked in excess of the total amount of ordinary hours they would have ordinarily worked on that day would be paid at the applicable overtime rates.
- (vii) If the actual hours worked by an employee on a day that they would have ordinarily worked, are less than the hours they would have ordinarily worked there shall be:
 - (A) No negative hours recorded; and
 - (B) No requirement to work the difference in hours; and
 - (C) No reduction in pay.
- (viii) Officers recalled from annual leave shall be paid at overtime rates.
- (ix) Day work officers who are deployed and placed on a shift roster will be paid overtime at the shift rates (i.e. double time).

(p) Public holidays

- (i) When an employee performs work on a public holiday whilst on deployment, their normal public holiday provisions apply (the public holiday provisions relating to their projected roster).
- (ii) Therefore, the normal public holiday penalty rates apply to all ordinary hours worked whilst on deployment and the normal public holiday overtime rates apply to any overtime worked whilst on deployment.

- (iii) Day workers who work on a public holiday which is a normal working day are to claim the ordinary hours at the public holiday penalty and then any hours over their normal hours are paid at the overtime rate on a public holiday penalty.
 - (iv) For example, when deployed, a day worker normally works a Monday but it is a public holiday, they are paid double time and a half (i.e. time + time and a half) for the hours they would usually work and overtime on a public holiday for any excess hours.
 - (v) Ordinary hours and overtime are determined in accordance with the principles outlined at sub-clause (o).
- (q) Extending deployments
- (i) When an employee's deployment has ended and QFES advises the employee that there may be a requirement for them to be deployed again (either due to circumstances of the first deployment or because of a subsequent event), employees are to be either placed onto the subsequent deployment roster immediately, and provided with a new deployment roster, or they are to be returned to their normal employment location and be deployed from there, if required.
 - (ii) Employees are not to be stood down.
- (r) Rostering arrangements
- (i) Incident controllers and roster officers are to ensure they attempt to maximise the most effective use of officers whilst on deployment. For example, where possible, ensure officers are rostered to work on days they would normally be rostered to work and rostered off on days they would normally be rostered off.
- (s) The following examples of the overlay of a 'normal' roster onto a deployment roster are indicative only. Each employee's 'normal' roster must be laid over the deployment roster to determine payment for deployment hours of work.
- (i) Examples relevant to continuous shift workers:

Normal Roster	Deployment Roster	Overtime
10	12	2 hours overtime
10	12	2 hours overtime
14	12	Lose nothing
14	12	Lose nothing
Off	Off	
Off	Off	
Off	Off	
Off	12	12 hours overtime
10	12	2 hours overtime
10	12	2 hours overtime

Normal Roster	Deployment Roster	Overtime
10	Off	Lose nothing
10	Off	Lose nothing
14	12	Lose nothing
14	12	Lose nothing
Off	12	12 hours overtime
Off	12	12 hours overtime
Off	Off	
Off	Off	
10	Off	Lose nothing
10	12	2 hours overtime

Normal Roster	Deployment Roster	Overtime
Off	12	12 hours overtime
Off	12	12 hours overtime
10	12	2 hours overtime
10	12	2 hours overtime
14	Off	Lose nothing
14	Off	Lose nothing
Off	Off	
Off	Off	
Off	12	12 hours overtime
Off	12	12 hours overtime

(ii) Examples relevant to day workers (5-day week)

Normal Roster	Deployment Roster	Overtime
8	12	4 hours
8	12	4 hours
8	12	4 hours
8	12	4 hours
8	Off	Lose nothing
Off	Off	
Off	Off	
8	Off	Lose nothing
8	12	4 hours
8	12	4 hours

(iii) Examples relevant to day workers (4-day week)

Normal Roster	Deployment Roster	Overtime
10	12	2 hours
10	12	2 hours
10	12	2 hours
10	12	2 hours
Off	12	12 hours
Off	Off	
Off	Off	
10	Off	Lose nothing
10	12	2 hours
10	12	2 hours

Schedule 3 – Policies

This list does not attempt to be an exhaustive list of all relevant documentation relating to conditions of employment, but includes those referenced and in force at the date of certification of this certified agreement.

Policies, procedures and guidelines accessible via the Gateway are:

- Accessing and Managing Leave
- Accessing Family Leave
- Appendix A – Court Attendance During Work Time
- Appendix A – Leave Entitlements for Operational Staff engaged by QFES
- Appendix A – Living Away from Home Allowance (LAFHA) Conditions
- Appendix A – Operational Day Work Officer Conditions and Provisions (clause 37)
- Appendix B – Court Attendance on Rostered Day Off or Outside Ordinary Working Hours
- Awareness of Relocation Conditions and Expenses
- Cashing out Annual Leave (clause 30)
- Conflict of Interest (Procedure)
- Coordinate Awareness of Employment of Permanent/Temporary Firefighters as Auxiliary Firefighters
- Court Appearance and Jury Service Entitlements
- Discipline
- Duty Manager of Operations TOIL arrangements for public holidays, Executive Briefing Note 02203-2018 (clause 81)
- Fight Fire Fascination (FFF) Program (clause 61)
- Fire Investigation procedure; CSO3.12 Community Safety Operations Reference Guide (clause 66)
- Guidelines for Union Representatives and Support Persons (clause 22)
- Living Away from Home Allowance
- Manage Personal Protective Equipment (PPE)
- Manage Rostering (Crewing / Staffing Levels)
- Manage Staffing of Operational Day Work Positions (clause 37)
- Management of Pregnant Firefighters
- Managing Unsatisfactory Performance and Conduct
- Peer-to-peer shift exchange agreement (clause 46)
- Personal Use of Social Media
- QFES Engagement Strategy (clause 14)
- QFES Wellness Activities (clause 29)
- Recognition of Prior Service
- Recruitment and Selection
- Remuneration for Fight Fire Fascination or Road Attitude and Action Planning Programs (clause 61)
- Rural and Remote Incentives
- Safety Glasses and BA Spectacles
- Senior Firefighter appointments to Station Officer vacancies
- State and local emergency service policy agenda (clause 11)
- Transfers

Schedule 4 – Directives

Public Service Commission and Ministerial Directives

Except as otherwise prescribed within this certified agreement, employees covered by this certified agreement shall be subject to the following directives made under the *Public Service Act 2008*, which apply to public service officers appointed under the *Public Service Act 2008*.

Pursuant to the Public Service Regulation 2018, at the date of certification the following Directives apply;

Appeals (promotion, discipline, transfer or fair treatment) [Directive 03/17](#)

<https://www.forgov.qld.gov.au/system/files/documents/appeals-directive-0317_1.pdf?v=1564469243>

Attendance recording and reporting requirements [Directive 07/18](#)

<<https://www.forgov.qld.gov.au/system/files/documents/0718-attendance-recording-reporting.pdf?v=1526274677>>

Attraction and retention incentives. [Directive 07/14](#)

<https://www.forgov.qld.gov.au/system/files/documents/2014-7-attraction-and-retention-incentives_0.pdf?v=1492562952>

Conversion of casual employees to permanent employment. [Directive 01/17.](#) <

https://www.forgov.qld.gov.au/system/files/documents/directive-01-17-conversion-of-casuals-to-permanent-employment_1.pdf?v=1517978299>

Court attendance and jury service. [Directive 13/14](#)

<<https://www.forgov.qld.gov.au/system/files/documents/2014-13-court-attendance-and-jury-service.pdf?v=1447907198>>

Declaration of Interests - Public Service Employees (Other than chief executives). [Directive 03/10](#)

<https://www.forgov.qld.gov.au/system/files/documents/2010-3-declaration-of-interests-public-service-employees_0.pdf?v=1492757033>

Domestic traveling and relieving expenses. [Directive 09/11](#)<

<https://www.forgov.qld.gov.au/system/files/documents/2011-09-domestic-travelling-and-relieving-expenses.pdf?v=1447991623>>

Early Retirement, Redundancy and Retrenchment. [Directive 04/18](#)

<<https://www.forgov.qld.gov.au/system/files/documents/0418-early-retirement-redundancy-and-retrenchment.pdf?v=1526269370>>

Employment Screening. [Directive 07/11](#) <https://www.forgov.qld.gov.au/system/files/documents/2011-7-employment-screening_0.pdf?v=1492044497>

Employment Separation Procedures. [Directive 15/14](#)

<https://www.forgov.qld.gov.au/system/files/documents/2014-15-employment-separation-procedures_0.pdf?v=1492752559>

Gifts and Benefits. [Directive 22/09](#) <<https://www.forgov.qld.gov.au/system/files/documents/2009-22-gifts-benefits.pdf?v=1450072895>>

Leave without salary credited as service. [Directive 15/18](#)

<<https://www.forgov.qld.gov.au/system/files/documents/1518-leave-without-salary-credited-as-service.pdf?v=1526279240>>

International Travelling, Relieving and Living Expenses. [Directive 10/11](#)

<<https://www.forgov.qld.gov.au/system/files/documents/2011-10-intl-travelling-relieving-and-living-expenses.pdf?v=1447991784>>

Motor Vehicle Allowances. [Directive 20/16](https://www.forgov.qld.gov.au/system/files/documents/2016-20-motor-vehicle-allowances.pdf?v=1467329166) <<https://www.forgov.qld.gov.au/system/files/documents/2016-20-motor-vehicle-allowances.pdf?v=1467329166>>

Paid Parental Leave. [Directive 17/18](https://www.forgov.qld.gov.au/system/files/documents/1718-paid-parental-leave.pdf?v=1526281187) <<https://www.forgov.qld.gov.au/system/files/documents/1718-paid-parental-leave.pdf?v=1526281187>>

Special Leave. Directive 05/17. <<https://www.forgov.qld.gov.au/system/files/documents/2017-05-special-leave.pdf?v=1490331635>>

Support for employees affected by domestic and family violence. Directive 04/15. <<https://www.forgov.qld.gov.au/documents/directive/0415/support-employees-affected-domestic-and-family-violence>>

Supporting employees affected by workplace change. [Directive 17/16](https://www.forgov.qld.gov.au/system/files/documents/2016-17-supporting-employees-affected-by-workplace-change.pdf?v=1463697601). <<https://www.forgov.qld.gov.au/system/files/documents/2016-17-supporting-employees-affected-by-workplace-change.pdf?v=1463697601>>

Transfer within and between classification levels and systems. [Directive 10/16](https://www.forgov.qld.gov.au/system/files/documents/2016-10-transfer-within-and-between-classification-levels-and-systems.pdf?v=1452145117) <<https://www.forgov.qld.gov.au/system/files/documents/2016-10-transfer-within-and-between-classification-levels-and-systems.pdf?v=1452145117>>

Workforce Establishment Management Framework. [Directive 05/12](https://www.forgov.qld.gov.au/system/files/documents/2012-5-workforce-establishment-management-framework.pdf?v=1450242147) <<https://www.forgov.qld.gov.au/system/files/documents/2012-5-workforce-establishment-management-framework.pdf?v=1450242147>>

Workforce profile and work performance information. [Directive 05/14](https://www.forgov.qld.gov.au/system/files/documents/2014-5-workforce-profile-and-work-performance-information_0.pdf?v=1492044861) <https://www.forgov.qld.gov.au/system/files/documents/2014-5-workforce-profile-and-work-performance-information_0.pdf?v=1492044861>

Schedule 5 – Rotating leave roster

1. General principles

- (a) The rotating leave roster has been designed to bring about a standard system for the rostering of continuous shift workers and 7-day station shift workers. It satisfies the requirement for a 40-hour week by averaging the hours worked over the entire spread of the roster and enabling the taking of accrued leave.
- (b) At the date of certification, the rotating leave roster is in effect for the following categories of employees:
 - (i) all Firefighters and Station Officers on the continuous shift roster, with the exception of those employed in the Mount Isa employment location, and
 - (ii) Firefighters and Station Officers on the 7-day station roster.
- (c) This schedule governs the operation of the rotating leave roster.

2. Entitlement

- (a) For every full year of employment, employees on the rotating leave roster will be entitled to 312.3572 hours of recreational leave, which is made up of the following:

- (i) Annual leave (200 hours)

Continuous shift workers are entitled to 5 weeks of annual leave per year under the Award.

- (ii) Accrued leave (104.3572 hours)

Employees work an average of 84 hours per fortnight and are remunerated for 80 hours at the applicable rate of pay. The additional four (4) hours per fortnight accumulates as accrued leave to be taken according to the rotating leave roster.

Accrued leave accounts for the adjusting factor of the rotating leave roster.

The total accrued leave per annum is calculated as follows:

$$4 \text{ hours (per fortnight)} \times 26.0893 \text{ (fortnights per year)} = 104.3572 \text{ hours}$$

- (iii) Additional leave (8 hours)

The additional leave of eight hours makes up for a deficiency in the calculations of the rotating leave roster cycle, when converted over a calendar year. Employees are entitled to this additional leave in lieu of the usual penalty rates on the Queen's Birthday public holiday.

- (b) Leave is accounted for in hours, calculated to the fourth decimal point.
- (c) The balance of an employee's annual leave, accrued leave and additional leave is displayed as a combined figure on their payslip. This figure is provided under the heading of Annual Leave.

3. Length of leave blocks

- (a) Employees at a station will be divided as equally as possible into 7 holiday groups, with each group taking their leave in blocks on a rotational basis.

- (b) The length of the leave blocks will differ depending on the length of the full cycle of the rotating leave roster. There are two separate rotating leave rosters currently in operation. The first has a full cycle length of 35 tours, and the second has a full cycle length of 21 tours.
- (c) Any changes to the configuration of leave blocks in any region may only be made by agreement with the UFUQ and the affected members.

4. Accrual and debiting of leave (35-tour rotating leave roster)

- (a) The 35-tour rotating leave roster is currently in operation in the following QFES regions:
 - Brisbane Region, and
 - South East Region.
- (b) The full cycle spans 35 tours, which equates to 280 days or 40 weeks.
- (c) Over the course of the full cycle of the rotating leave roster, each employee will work for 30 tours and take 5 tours of leave.
- (d) Over a full cycle of the rotating leave roster (280 days), employees will accrue 239.4524 hours of leave, in accordance with the below calculation

$$\begin{array}{rcccl}
 312.3572 \text{ hours} & & x & & 280 \text{ days} \\
 \text{(total leave entitlement per year)} & & & & \text{(roster cycle)} \\
 \hline
 & & & & \\
 & & \text{days (one year)} & & = 239.4524 \text{ hours}
 \end{array}$$

- (e) The total accrual of 239.4524 hours is consumed by the leave period of 240 hours within each roster cycle. The deficiency of 0.5476 hours (or 32.8 minutes) is accounted upon each employee's leave records as an increasing debit for each roster cycle completed.
- (f) Leave will accrue at a rate of 11.9726 hours per fortnight.
- (g) When an employee accesses leave according to the rotating leave roster, their leave balance is debited at the rate of 48 hours per tour. Both the annual leave and the accrued leave components are debited during this period.
- (h) Employees can be rostered to leave groups that may place them into credit or debit of up to sixty hours. This is to facilitate the equal distribution of new employees into the existing holiday groups.

5. Accrual and debiting of leave (21-tour rotating leave roster)

- (a) The 21-tour rotating leave roster is currently in operation in the following QFES regions:
 - North Coast Region
 - South West Region
 - Central Region
 - Northern Region
 - Far Northern Region
- (b) The full cycle spans 21 tours, which equates to 168 days or 24 weeks.
- (c) Over the course of the full cycle of the rotating leave roster, each employee will work for 18 tours and take 3 tours of leave.

- (d) Over a full cycle of the rotating leave roster (168 days), employees will accrue 143.6715 hours of leave, in accordance with the below calculation

$$\frac{312.3572 \text{ hours (total leave entitlement per year)}}{365.25 \text{ days (one year)}} \times 168 \text{ days (roster cycle)} = 143.6715 \text{ hours}$$

- (e) The total accrual of 143.6715 hours is consumed by the leave period within each cycle of 168 hours. The deficiency of 0.3285 hours (or 19.71 minutes) is accounted upon each employee's leave records as an increasing debit for each roster cycle completed.
- (f) Leave will accrue at a rate of 11.9726 hours per fortnight.
- (g) When an employee accesses leave according to the rotating leave roster, their leave balance is debited at the rate of 48 hours per tour. Both the annual leave and the accrued leave components are debited during this period.

6. Exchange of leave blocks

- (a) Employees in different holiday groups may exchange all or part of their leave blocks on a mutually agreed basis.

7. Transfers and temporary relocations

- (a) The roster office will monitor the duty hours of employees who transfer or temporarily relocate to another shift or station to ensure that they do not exceed the 336 hours in their existing duty cycle.
- (b) The roster office should use the "eight-week plot" proofing tool to ensure that any transferring or temporarily relocating employees do not exceed the duty hour count. The eight-week plot begins on the week that the first 'A Shift' day shift falls on a Monday and runs for 7 tours, or 8 weeks.

8. Accessing leave outside of the rotating shift roster

- (a) Employees may access their annual leave outside of the rotating leave roster, when agreed by QFES.
- (b) Employees are encouraged to utilise the peer-to-peer shift exchange and organisational shift exchange procedures to take individual days or tours of leave outside of their roster, as required.
- (c) When an employee is authorised to access their own annual leave outside of the rotating shift roster, their leave balance is debited according to the projected roster.

SIGNATORIES

Signed by the Acting Commissioner of the
Queensland Fire and Emergency Services

Signature

Michael Wassing
Date: 22/10/2019

In the presence of:

Signature

Stephanie Ann Oliver

Signed for and on behalf of
United Firefighters Union of Australia
Union of Employees Queensland

Signature

John Oliver
Date: 22/10/2019

In the presence of:

Signature

Anthony Cooke

Signed for and on behalf of
Queensland Fire and Rescue
Senior Officers Union of Employees

Signature

Neil Francis
Date: 22/10/2019

In the presence of:

Signature

Fiona Bridges

Signed for and on behalf of
Together Queensland
Industrial Union of Employees

Signature

Tony Johnstone
Date: 22/10/2019

In the presence of:

Signature

Fiona Bridges