

Certified Agreement - Queensland Fire Service

SCHEDULE A

Total fortnightly salary rates

FPO1 - Pay Points	Fortnightly Rate of Salary
1	\$1014.30
2	\$1139.30
3	\$1243.80
4	\$1345.80
5	\$1422.30

FPO2 - Pay Points	Fortnightly Rate of Salary
1	\$1652.50
2	\$1704.70
3	\$1768.30

FPO3 - Pay Points	Fortnightly Rate of Salary	Annual Salary
1	\$1844.90	\$48 131
2	\$1907.10	\$49 751
3	\$1967.10	\$51 319

FPO4 - Pay Points	Fortnightly Rate of Salary	Annual Salary
1	\$2178.90	\$56 846
2	\$2231.40	\$58 214
3	\$2283.80	\$59 583

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION
Industrial Relations Act 1990
(Part 11, Division 2)
Queensland Fire Service

AND

United Firefighters' Union of Australia,
Union of Employees, Queensland and Another
(No. CA542 of 1996)
QUEENSLAND FIRE SERVICE
CERTIFIED AGREEMENT 1996

APPLICATION FOR CERTIFICATION OF AGREEMENT

INDUSTRIAL AGREEMENT

THIS AGREEMENT, made under the Industrial Relations Act 1990 on the twenty-eighth day of November 1996 between Queensland Fire Service and United Firefighters' Union of Australia, Union of Employees, Queensland and the Queensland Fire Service Senior Officers' Association, Union of Employees witnesses that the parties mutually agree as follows:-

PART 1 - PRELIMINARY

1.1 TITLE

This Agreement shall be known as the Queensland Fire Service Certified Agreement, 1996.

1.2 ARRANGEMENT

Subject Matter

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1.3 APPLICATION

The Parties bound by this Agreement are the Commissioner of Fire Service as employer and those employees covered by the Queensland Fire Service Interim Award - State excluding those officers designated as FPO5.

1.4 DATE AND PERIOD OF OPERATION

This Agreement shall operate from 11 December 1996 and shall remain in force for a period of twelve months from that date.

1.5 PREAMBLE

The Queensland Fire Service (QFS) and the unions party to this Agreement recognise that workplace reform involves not only

changes in work practices but also requires a positive approach and joint co-operation of the parties to achieve the expected outcomes.

1.6 PURPOSE OF AGREEMENT

(1) This document sets out the framework for achieving ongoing productivity and efficiency in pursuance of the corporate goals of the QFS.

(2) This Agreement provides wage increases as recognition for the workforce's implementation of the QFS Workplace Reform decision of the Queensland Industrial Relations Commission (QIRC) and the implementation of productivity initiatives as set out in this Agreement.

(3) This Agreement demonstrates the continued commitment by the parties to workplace reform and enterprise bargaining and to the development of a workplace culture which seeks to:

(a) develop a positive and productive work place environment which encourages all parties to adopt a consultative and co-operative approach where all employees feel that they can contribute;

(b) provide equality of opportunity in all areas of the workforce;

(c) develop the ability of QFS employees to respond to changing community expectations and demand for services; and

(d) ensure continued workplace reform using a consultative approach.

(4) This Agreement precedes continuing endeavours by the parties to enable an Enterprise Bargaining Agreement to take effect from 1 February 1997, subject to successful negotiations.

1.7 EQUITY CONSIDERATIONS

The parties are committed to the principles and objectives as contained within the Anti-Discrimination Act 1991.

1.8 COMMITMENTS

The parties to this Agreement are committed to ensuring that:

(1) the measures contained in this Agreement lead to real gains in productivity and efficiency;

(2) genuine discussions take place for all issues pertinent to the Agreement through the consultative process and parties will not unreasonably withhold agreement to the implementation of genuine improvement measures;

(3) the dispute settlement procedures provided for in the Interim Award are rigorously applied and enforced; and

(4) there will be positive commitment from all employees to the implementation of productivity initiatives as identified in

signed agreements between the QFS and the relevant unions. In particular, the QFS Workplace Reform Program Memorandum of Agreement - Firefighters and Junior Officers (dated 17 July, 1995) will be implemented.

PART 2 - WAGES

2.1 WAGES/ALLOWANCES

(1)The Agreement provides for the payment to FPO1 and FPO2 officers as defined in the QFS Interim Award - State:

(a)a 5% increase for FPO1 officers; and
a 7.5% increase for FPO2 officers
to be applied to the pay rates as arbitrated by the QIRC and provided within the Queensland Fire Service Interim Award - State.

(b)In addition, the Agreement provides that weekend penalty rates and night shift allowance (as arbitrated) be averaged (based on a current 10/14 roster) to provide a standard fortnightly rate of salary for all FPO1 and FPO2 employees. The averaged 'loading' to be paid without deduction and recognised for all purposes of paid leave and occupational superannuation provided that the 'averaged' loading will be paid in lieu of, and not in addition to, the usual 17 2% annual leave loading.

(2)The Agreement provides for the payment to FPO3 and FPO4 officers as defined in the Queensland Fire Service Interim Award - State:

(a)a 15.7% loading for FPO3 and FPO4 officers which is made up as follows:

(i) a flat percentage loading of 15% in addition to the QIRC arbitrated base rates of salary for all FPO3 and FPO4 positions. The 15% 'loading' will be paid without deduction and will be recognised for all purposes of paid leave and occupational superannuation.

(ii) a further flat percentage loading of 0.46% in addition to the QIRC base rates of salary for all FPO3 and FPO4 positions. This amount represents the additional amount of shift and weekend penalties (in excess of (a)(i) above) that would be payable to the 4 continuous shift workers in Greater Brisbane Region, divided amongst the total number of FPO3 and FPO4 positions. The 0.46% loading will be recognised for all purposes of paid leave and occupational superannuation.

(iii) a further flat percentage loading of 0.24% in addition to the QIRC base rates of salary for all FPO3 and FPO4 positions. This percentage represents the additional amount of annual leave loading (i.e. 17 2% - 15% as prescribed by (a)(i) above) due on 5 weeks annual leave per annum. The amount payable is averaged and calculated pro rata each week. The 0.24% loading will be recognised for all purposes of paid leave and occupational superannuation.

(3)The salary rates prescribed in Schedule A will be paid in accordance with the translation arrangements as submitted by the Queensland Fire Service during hearings relevant to the QFS Interim Award - State and as agreed to with the United Firefighters Union (UFU) in the relevant Memorandum of Understanding dated 17 July 1995. All salary rates in Schedule A are inclusive of the \$15.00 per week previous wage increase provided by Certified Agreement No. CA315 of 1996.

2.2 NO FURTHER CLAIMS

(1)No further claims other than by another Enterprise Bargaining Agreement/Certified Agreement as agreed to by the parties and certified by the QIRC will be considered during the term of this agreement.

(2)The parties further agree that apart from provision (1) above, there will be no further increases in salaries or costs related to the operation of salary structures beyond those envisaged by this Agreement as outlined in Schedule A of this agreement.

PART 3 - PRODUCTIVITY INITIATIVES

3.1 PRODUCTIVITY INITIATIVES

(1)The following initiatives will be implemented by FPO1 and FPO2 employees immediately on certification of this Agreement:

(a)continuation of the productivity initiatives identified at clauses 3.1.1, 3.1.2 and 3.1.3 of the Queensland Fire Service - Workplace Reform Certified Agreement, registered by the Industrial Registrar as CA 315 of 1996;

(b)implementation of the remaining Stage 1 and Stage 2 productivity initiatives as identified in the Memorandum of Understanding between the QFS and the UFU dated 17 July 1995;

(c>true roster and/or hours flexibility as provided for by the Full Bench decision of the QIRC. This initiative also reinforces the intention of the parties as stated in the 'Crewing Levels and Staffing Issues Agreement made between the QFS and the UFU on 2 February 1996. Provided that in those locations where it is determined that continuous shift work is required to meet service delivery standards, the QFS will undertake to continue to utilise the existing roster arrangements for the life of this agreement or, until a review of the suitability of such arrangements is conducted in relation to the implementation of a 38 hour week, whichever is the sooner;

(d)an acceptance by employees that they may be directed to perform 'day work', projects, special duties, etc., subject to notice provisions of the Interim Award. Where practical, written advice will be provided about the expected/anticipated duration of such duties;

(e)commitment to a target reduction in sick leave. The process and mechanisms utilised to identify and achieve the target will be developed and implemented during the Enterprise Bargaining process; and

(f)commitment to and support of an Enterprise Bargaining process which will achieve an operative first stage date of 1 February 1997.

(2)In addition to the initiatives listed above, FPO2 officers will provide the following initiatives in recognition of the differential salary increases:

(a)acceptance and implementation of the QFS Review recommendations and the implications for employees to develop a management culture (envisaged by the Review) which fosters innovation, consultation, the development of feedback mechanisms, the involvement of staff in decision making and their participation in all aspects of management of the QFS with a particular commitment to the new direction to be taken by the QFS towards proactivity and the realisation of business opportunities. The QFS acknowledges that the implementation of certain review recommendations will achieve cost savings and efficiencies to the QFS. Where the achievement of such cost savings or efficiencies will require flexible work arrangements and/or changes to work practices by employees, the QFS will share the benefits of such innovations with its employees through the enterprise bargaining process;

(b)accept responsibility for ensuring the development of all staff in their areas of control; and

(c)completion of Fire Safety Course Level 2 or equivalent as determined by the proposed review of the fire safety issues.

(3)FPO3 and FPO4 officers will implement the following initiatives immediately on certification of this Agreement:

(a)non application of Clauses 4.2 (Overtime), 4.5 (Shift Work), 4.6 (Call Back) and 3.6(4) (On Call Allowance) of the QFS Interim Award - State. Provided that the QFS is prepared to negotiate a time off in lieu of overtime (TOIL) arrangement limited to work actually and necessarily performed on an employee's recognised rostered day off i.e. work in excess of the ordinary 5 out of 7 or 10 out of 14 whichever is the case. Further, continuous shift workers will forego additional leave entitlements as prescribed by the Interim Award at clause 5.1(2) in return for the payment of full public holiday penalty rates which will apply when and as prescribed by the Interim Award. Provided that FPO1 and FPO2 employees temporarily relieving in FPO3 or FPO4 positions will continue to receive additional leave in lieu of full public holiday penalties;

(b)employees adopting a 'position focus' rather than an 'hours focus' in the performance of duties and functions;

(c)all FPO3 and FPO4 employees (including those in specialist functions) being available for emergency 'on call' arrangements for incident command and/or to assess and report on Fire Service effectiveness in terms of their area of expertise;

(d)an acceptance of transfers from an appointed position (without relocation) to another position as part of a career development process and to suit operational requirements. An appropriate formula will be developed between the parties to complement this initiative during the life of this Agreement;

(e)accepting and being committed to the implementation of Performance Planning and Review as the mechanism for progression between pay points; and

(f)acceptance and implementation of the QFS Review recommendations and the implications for employees to develop a management culture (envisaged by the Review) which fosters innovation, consultation, the development of feedback mechanisms, the involvement of staff in decision making and their participation in all aspects of management of the QFS with a particular commitment to the new direction to be taken by the QFS towards proactivity and the realisation of business opportunities. The QFS acknowledges that the implementation of certain review recommendations will achieve cost savings and efficiencies to the QFS. Where the achievement of such cost savings or efficiencies will require flexible work arrangements and/or changes to work practices by employees, the QFS will share the benefits of such innovations with its employees through the enterprise bargaining process;

(4)This Agreement also provides for the granting of additional leave for emergency purposes of up to three (3) days/shifts Emergent Leave per annum provided annual leave is expressed in hours on the following bases for all employees:

- (a)maximum of three shifts/days per year (non-cumulative);
- (b)sick leave either side of Emergent Leave to be supported by Medical Certificate; and
- (c)leave to be approved in accordance with approved delegations.

(5)In relation to FPO3 and FPO4 officers, the parties agree that where continuity of work through the Christmas/New Year period is not necessary, employees may be directed to take annual leave in accordance with this clause. Provided that such annual leave will be exclusive of public holidays and will reflect the arrangements made from time to time for officers of the Queensland Public Service. That is, of the three 'ordinary' working days within the Christmas/New Year period, two days (16 hours) will be deducted from the employee's annual leave balance and the third working day will be taken as special leave without debit from any leave balance.

3.2 DISPUTES AVOIDANCE AND SETTLEMENT PROCEDURES

Grievances as a result of the implementation of this agreement shall be dealt with in accordance with the grievance clause contained in the Interim Award.

3.3 CONSULTATION

The parties to this Agreement are committed to its successful implementation. The parties will ensure that relevant consultation occurs prior to the implementation of the

initiatives contained within this agreement.

SIGNATORIES

Signed for and on behalf of }
Queensland Fire Service } G. SKERRITT

In the presence of - R. KELLY

Signed for and on behalf of }
United Firefighters' Union of)
Australia, Union of Employees,) K. BRAZEL
Queensland }
}

In the presence of - R. KELLY

Signed for and on behalf of }
Queensland Fire Service Senior)
Officers' Association,) T. QUINE
Union of Employees }
}

In the presence of - R. KELLY

This Agreement is certified under Part 11, Division 2 of the Industrial Relations Act 1990.

R.W. BOUGOURE, Commissioner.

Filed on 28 November 1996, certified by the Commission and given Register No. CA542 of 1996, in the Certified Agreements Register.

11 December 1996

E. EWALD,
Industrial Registrar.
Operative date: 11 December 1996
q0167;CA; QUEENSLAND FIRE SERVICE CERTIFIED AGREEMENT 1996
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