

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION
Industrial Relations Act 1999 - s. 156 - Certification of an agreement.

Queensland Fire and Rescue Service Enterprise Partnership Certified Agreement 2003

(No. CA744 of 2003)

DEPUTY PRESIDENT SWAN

5 December 2003

CERTIFICATE

This matter coming on for hearing before the Commission on 27 November 2003 and 5 December 2003, the Commission certifies the following written agreement: Queensland Fire and Rescue Service Enterprise Partnership Certified Agreement 2003 (CA744 of 2003).

made between:

- Queensland Fire and Rescue Service;
- United Firefighters' Union of Australia, Union of Employees, Queensland;
- Queensland Public Sector Union of Employees;
- Textile Clothing & Footwear Union of Australia (Queensland Branch) Union of Employees;
- Queensland Fire Service Senior Officers' Association, Union of Employees;
- Electrical Trades Union of Employees of Australia, Queensland Branch;
- Construction, Forestry, Mining and Energy Union of Employees, Queensland;
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland

This agreement was certified by the Commission on 5 December 2003 and shall operate from 5 December 2003, until its nominal expiry of 30 June 2006.

This agreement replaces Queensland Fire and Rescue Authority Enterprise Partnership Certified Agreement 2000.

By the Commission

D A SWAN,
Deputy President

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION
Industrial Relations Act 1999

Queensland Fire and Rescue Service

AND

United Firefighters' Union of Australia, Union of Employees, Queensland

AND

Queensland Public Sector Union of Employees

AND

Textile Clothing & Footwear Union of Australia (Queensland Branch) Union of Employees

AND

Queensland Fire Service Senior Officers' Association, Union of Employees

AND

Electrical Trades Union of Employees of Australia, Queensland Branch

AND

The Construction, Forestry, Mining and Energy Union of Employees, Queensland

AND

Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees,
Queensland

**QUEENSLAND FIRE AND RESCUE SERVICE - ENTERPRISE PARTNERSHIP CERTIFIED
AGREEMENT**

APPLICATION FOR CERTIFICATION OF AGREEMENT

THE AGREEMENT, attachment A, having been made under the *Industrial Relations Act 1999* on 21 October, 2003, BETWEEN the Queensland Fire and Rescue Service AND the United Firefighters' Union of Australia, Union of Employees, Queensland AND the Queensland Public Sector Union of Employees AND the Textile Clothing & Footwear Union of Australia - Queensland Branch - Union of Employees AND the Queensland Fire Service Senior Officers' Association - Union of Employees AND the Electrical Trades Union of Employees of Australia - Queensland Branch AND the Construction, Forestry, Mining and Energy Union of Employees, Queensland AND the Australian Manufacturing Workers Union.

All parties to the agreement now seek certification of the agreement under Chapter 6, part 1 of the Act. All the party's signatures appear below.

Particulars of current or previous agreements:

1. Queensland Fire and Rescue Authority Enterprise Partnership Certified Agreement 2000;
2. Queensland Fire and Rescue Authority Enterprise Partnership Agreement 1999;
3. Queensland Fire and Rescue Authority Enterprise Partnership Agreement 1997;
4. Queensland Fire Service Support Services Staff and Rural Fire Division Certified Agreement 1997;
5. Queensland Fire Service Support Services Staff and Rural Fire Division Certified Agreement 1995;
6. Queensland Fire Service - Workplace Reform Certified Agreement 1996;
7. Queensland Fire Service - Certified Agreement 1996; and
8. QFRS Communications Centres Average Penalty Rates Certified Agreement 1997.

This agreement does not replace any of the aforementioned agreements.

Signed for and on behalf of the Queensland Fire and Rescue Service) SIGNED

In the presence of) J COTTON

Dated: 31 October 2003

Signed for the Queensland Fire and Rescue Service by) L A JOHNSON

In the presence of) T J DAVEY

AND

Signed for the United Firefighters Union of Australia, Union of Employees - Queensland by) SIGNED

In the presence of) H
LAWRENCE

AND

Signed for the Queensland Fire Services Senior Officers Association - Union of Employees by) B BYATT

In the presence of) P SETTREE

AND

Signed for the Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees) A DETTMER

In the presence of) A M ALLEN

AND

Signed for the Construction, Forestry, Mining and Energy Industrial Union of Employees - Queensland) W TROHEAR W

AND

Signed for the Electrical Trade Union of Employees of Australia - Queensland Branch by) R WILLIAMS L

In the presence of) B
TOMKINSON

AND

Signed for the Queensland Public Sector Union of Employees) A SCOTT

In the presence of) M THOMAS

AND

Signed for the Textile Clothing and Footwear Union of Australia - Queensland Branch - Union of Employees) J MOREL

In the presence of) G WILLIAMS

Subject Matter

PART 1	APPLICATION AND OPERATION	4
1.1	Title	4
1.2	Application	4
1.3	Date And Period of Operation	4
1.4	Relationship with Parent Awards And Agreements	4
1.5	Agreement Aims and Objectives	5

PART 2	STRATEGIC DIRECTION	5
2.1	Statement of Purpose	5
2.2	Our Goals	5
2.3	Balanced Scorecard	6
2.4	(GOAL 1) COMMUNITY SAFETY	6
2.5	(GOAL 2) EMERGENCY RESPONSE	6
2.6	(GOAL 3) DEVELOP AND SUPPORT OUR PEOPLE	7
2.7	(GOAL 4) BUSINESS MANAGEMENT	7
2.8	(GOAL 5) POLICIES	7
PART 3	COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION	8
3.1	Working Partnership Framework/Consultation	8
3.2	Dispute Resolution	8
PART 4	EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED MATTERS	8
4.1	Higher Duties Pay Point Progression	8
4.2	Maintaining Pay Point for Subsequent Periods of Higher Duties	9
4.3	Job Sharing	9
4.4	Equity Considerations	9
PART 5	WAGES AND WAGE RELATED MATTERS	9
5.1	Applicable Rates	9
5.2	Aerial Drivers Allowance	10
5.3	Introduction of New Pay Point - 'Leading Firefighter' - Effective 1 August 2003	11
5.4	Introduction of Special Flexibility Allowance - Effective 1 August 2003	11
5.5	Job Titles of Fire Protection Officers Levels One and Two	12
5.6	Senior Officers Flexibility Allowance	12
5.7	Review of Remote and Rural Incentive Package	12
5.8	Issues Assessment for Communications Officers and Supervisors	12
5.9	Salary Packaging	12
5.10	Continuation of the Queensland Fire and Rescue Authority Commercial Activities Certified Agreement 2001	13
PART 6	HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK	13
6.1	Flexible Work Arrangements for Senior Officers and Rural Fire Management Officers Level Three	13
6.2	Review of On-Call Arrangements for Senior Officers	13
6.3	Review of Support for Senior Officers	13
6.4	Hours of Work for Rural Fire Management Officers Level Two	13
6.5	On-call Allowances and Overtime for Maintenance and Services Employees	14
6.6	Overtime for phone response for Maintenance and Services Employees	14
6.7	Review of rostering Maintenance and Services Employees	14
PART 7	LEAVE PROVISIONS	14
7.1	Long Service Leave at Half Pay	14
7.2	Payout of Long Service Leave After Ten Years of Service	15
7.3	Payment of Annual Leave at Higher Duties Rates	15
PART 8	TRAINING AND RELATED MATTERS	15
8.1	Training	15
PART 9	AWARD COMPLIANCE AND UNION RELATED MATTERS	15
9.1	Award Coverage for Rural Fire Management Officers	15
9.2	Award Maintenance	16

PART	MAINTAINENCE EMPLOYEES - JOB SECURITY	16
10		
10.1	Job Security	16
10.2	Contracting Out	16
10.3	Termination of Employment - Introduction of Changes and Redundancy	17
PART	NO FURTHER CLAIMS	18
11		
11.1	No Further Claims	18

Schedule One - Salary Sheets

PART 1 APPLICATION AND OPERATION

1.1 Title

1.1.1 This Agreement represents the combined efforts of the Queensland Fire and Rescue Service (QFRS) and the Single Bargaining Unit (SBU) comprised of representatives from QFRS management and various unions and employee representatives, and will be known as the Queensland Fire and Rescue Service Enterprise Partnership Certified Agreement 2003.

1.2 Application

1.2.1 This Agreement applies to those trade unions and employees of the QFRS covered by the industrial instruments mentioned in clause 1.4 of this Agreement.

1.2.2 Provided that this Agreement does not apply to those employees of the QFRS employed at the Brisbane Firecom Centre, AFCOM, and those officers of the QFRS whose terms and conditions are governed by a contract at common law.

1.3 Date And Period Of Operation

1.3.1 This Agreement will apply from the date of certification (the understand of the parties, however is that the agreement commenced on 1 July 2003), and remain in force up to and including 30 June 2006. The Agreement will be monitored and reviewed by the Working Partnership Committee (WPC) through the duration of the Agreement.

1.3.2 The parties to this Agreement, agree to commence negotiations for a replacement Agreement no later than four (4) months prior to the expiration of this Agreement.

1.4 Relationship With Parent Awards And Agreements

1.4.1 This Agreement shall be read and interpreted in conjunction with the following Awards and Agreements:

Queensland Fire and Rescue Service Interim Award - State 2003;
Queensland Fire and Rescue Service Communications Centres Award - State 2003;
Queensland Fire Service Maintenance and Service Employees Industrial Agreement;
Queensland Fire Service Professional, Technical and Administrative Employees Industrial Agreement;
Queensland Fire Service - Rural Fire Division Industrial Agreement;
Queensland Fire and Rescue Service Rural Fire Service Certified Translation Agreement;

Engineering Award - State;
Building Trades Public Sector Award - State;
Surgical Bootmaking, Bespoke Bootmaking and Boot Repairing Award - State;
Wholesale Warehouse and Stores Award - Southern Division (Eastern District), and the;
Family Leave Award - State.

1.4.2 In the event of any inconsistency with any existing Awards, Industrial Agreements, or other industrial instruments, the terms of this Agreement will take precedence to the extent of the inconsistency.

1.4.3 Limited only by clause 1.4.2 above, the requirements currently applying under the following Agreements shall remain current:

Queensland Fire and Rescue Authority Enterprise Partnership Certified Agreement 2000;
Queensland Fire and Rescue Authority Enterprise Partnership Agreement 1999;
Queensland Fire and Rescue Authority Enterprise Partnership Agreement 1997;
Queensland Fire Service Support Services Staff and Rural Fire Division Certified Agreement 1997;
Queensland Fire Service Support Services Staff and Rural Fire Division Certified Agreement 1995;
Queensland Fire Service - Workplace Reform Certified Agreement 1996;
Queensland Fire Service - Certified Agreement 1996; and
QFRS Communications Centres Average Penalty Rates Certified Agreement 1997.

1.5 Agreement Aims And Objectives

This Agreement aims to unite the efforts of the workforce, unions and management to enhance the organisation and future direction of the QFRS with a clear focus on community involvement and the management of risks associated with Chemical, Biological, Radiological, Incendiary and Explosive (CBRIE) threats and incidents. The Agreement is aligned to the QFRS Strategic Planning process and continues to engender the notion of continuous improvement.

PART 2 STRATEGIC DIRECTION

2.1 Statement of Purpose

In partnership with the community, create a safer Queensland by providing world class fire and rescue services.

2.2 Our Goals

This Agreement seeks to enhance the relationship between management and employees by facilitating a strong Working Partnership. This Working Partnership will foster continued change and support behaviours that reflect the values of the QFRS. To achieve the aforementioned goal, the *needs of employees*, the *needs of the community* and the *goals of the QFRS* should be aligned.

This will require:

Employees contributing to decision making through continuous communication with their supervisors and/or management;

Employees and unions contributing to decision making through communication and

consultation in the development and setting of organisational targets as contained in Managing for Outcomes (MFO) and other strategic documents;

Employees supporting and pursuing the goals and future direction of the QFRS, as per the QFRS Strategic Plan, MFO requirements and regional business plans; and

Employees supporting critical success factors and key result areas (contained in this Agreement) through positive work practices and the achievement of designated performance indicators.

2.3 Balanced Scorecard

2.3.1 The QFRS recognises the need for a means of measuring our performance, which target the business objectives considered most relevant by our employees and our stakeholders. Five distinct goals are identified:

- Goal 1 Community Safety
- Goal 2 Emergency Response
- Goal 3 Our People
- Goal 4 Business Management
- Goal 5 Policy

2.3.2 These goals are our report card and allow a balanced evaluation of our organisational performance. QFRS will maintain forward momentum and meet its business needs by measuring performance against the achievement of these goals.

2.4 (GOAL 1) COMMUNITY SAFETY

2.4.1 The QFRS is undertaking an accelerated shift towards effective fire prevention and community safety through a structured and targeted approach to providing safer and more supportive communities for Queenslanders. The QFRS has sought a commitment from employees to outcomes that have a positive impact upon the community. The success of this goal is measured against the following Critical Success Factors as outlined in the QFRS Strategic plan 2003-2007. The targets within this goal are set within the MFO process.

2.4.2 Critical Success Factors

The following Critical Success Factors are measured through use of Station Management System and other data collection mechanisms.

- Focus initiatives to meet the needs of 'high-risk' and priority groups.
- Assist the community to develop its capacity to meet its community safety obligations.
- Cultivate a more informed, alert and participative community in relation to emergency safety issues.

2.5 (GOAL 2) EMERGENCY RESPONSE

2.5.1 The QFRS has sought a commitment from employees to outcomes that provide effective and efficient operational service delivery. The success of this goal is measured against the following Critical Success Factors as outlined in the QFRS Strategic Plan 2003-2007.

2.5.2 Critical Success Factors

The following Critical Success Factors will be measured through the use of Station Management System, Community Awareness Surveys and employee surveys:

The appropriate use of resources to match the community profile.
The provision of collaborative service delivery that is responsive to the diversity of the Queensland community.
Improvement to information technology, communications and dispatch systems.
Improved effectiveness and efficiency of the QFRS through the capture and analysis of operational data.

2.6 (GOAL 3) DEVELOP AND SUPPORT OUR PEOPLE

2.6.1 The QFRS has sought a commitment from employees to outcomes that support having a capable and diverse workforce that contributes to the safety of our community.

2.6.2 Critical Success Factors

The following Critical Success Factors will be measured through the use of the Station Management System, Community Awareness Surveys and employee surveys.

The provision of development, training and safe working conditions for staff and volunteers.
The development of an equitable and diverse workforce to meet current and future organisational capabilities; and
The deployment of the QFRS Performance Development System.

2.7 (GOAL 4) BUSINESS MANAGEMENT

2.7.1 The QFRS has sought commitment from employees to outcomes that ensure the QFRS's sustainability through continuous improvement. The success of this goal is measured against the following Critical Success Factors outlined in the QFRS Strategic plan 2003-2007. The targets within this goal are set within the MFO process.

2.7.2 Critical Success Factors

The following Critical Success Factors are measured through use of Station Management System.

Continue to improve business performance systems that assist in corporate governance and risk management; and
Use data and information provided by systems to continuously improve the QFRS's performance.

2.8 (GOAL 5) POLICIES

2.8.1 The QFRS has sought commitment from employees to outcomes that continue QFRS being recognised as a key community safety provider and critical partner in community capacity building. The success of this goal is measured against the following Critical Success Factors as outlined in the QFRS Strategic Plan 2003-2007.

2.8.2 Critical Success Factors

The following Critical Success Factors are measured through use of the Community Awareness Survey and other data collection mechanisms:

Engage in and contribute to Local, State and National policies and planning matters; and
Develop policy statements relevant to areas of influence.

PART 3 COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Working Partnership Framework/Consultation

- 3.1.1 The parties are committed to effective consultation and communication throughout the QFRS through the implementation of a Working Partnership. The parties have undertaken to enhance the consultative process through the continuation of State, and the establishment of Regional Industrial Relations Consultative Forums.
- 3.1.2 Upon the certification of this Agreement a WPC will be established to drive the implementation of this Agreement. The outcomes of this committee will be communicated by each of the parties to the employees based on agreed minutes of the meetings
- 3.1.3 The existing QFRS Industrial Relations Issues Forums will continue and regional consultative forums will be initiated to further enhance a positive industrial relations climate. The forums will meet on a regular basis to monitor the implementation of this Agreement at a state and regional level.
- 3.1.4 It is the intention of the parties that issues will be resolved at the lowest possible level. The prime focus of these consultative forums will be to communicate and consult on the QFRS strategic direction and to resolve issues at the regional and state level. Issues unable to be resolved at regional level must be referred to the relevant State Level Issues Forum.
- 3.1.5 It is recognised that the respective parties may require the endorsement of their constituents for specific proposals.
- 3.1.6 Union representatives attending forum meetings while on duty will do so without loss of pay. Union representatives attending forum meetings while off duty will accrue Time Off in Lieu for the period at the rate of single time.
- 3.1.7 The QFRS will ensure that state and regional consultative forums are provided with administrative and other support.
- 3.1.8 To promote the Working Partnership, the parties also agree to invite each other to their executive meetings on a regular basis or at least twice per year.

3.2 Dispute Resolution

- 3.2.1 Grievances and/or disputes as a result of the implementation of this Agreement shall be dealt with in accordance with the grievance clauses contained in the various parent awards or industrial Agreements.

PART 4 EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

4.1 Higher Duties Pay Point Progression

- 4.1.1 Where an employee is relieving in a higher position or a series of consecutive higher positions for over twelve (12) months, performance objectives should be set at the relieving level.
- 4.1.2 Subject to satisfactory performance, the employee should move through the increment levels within the higher classification until the relieving ceases and the employee reverts to their substantive level.

4.2 Maintaining Pay Point for Subsequent Periods of Higher Duties

- 4.2.1 Where an employee has moved to the next paypoint as a result of extended higher duties such paypoint will continue to apply for subsequent higher duties for a period of twelve (12) months after the extended period of higher duties.

4.3 Job Sharing

- 4.3.1 The parties agree to develop a policy to facilitate the introduction of job sharing to the QFRS. This policy will include the following:

A requirement for an individual to approach their manager with a job share proposal, which includes details of a job sharing partner, and the position to be shared;
Regular review periods to ensure the success of the job share arrangements;
How the job sharing arrangement may be terminated;
Details pertaining to the covering absences from work by one or other job sharer;
Communication processes and the determination of work responsibilities;
Training arrangements for both job sharers;
Parameters for access to job sharing including the level of the position; and
Access to this provision for compassionate reasons.

An employee considering accessing this provision is encouraged to seek financial advice prior to their application.

4.4 Equity Considerations

- 4.4.1 The parties are committed to a workplace which is representative of the community they serve, free of harassment and victimisation and to the implementation of practices and policies that respect and value the diversity of our employees through helping to prevent and eliminate discrimination
- 4.4.2 In addition, the effect of this Agreement is not to allow any conduct or treatment, either direct or indirect that would contravene:

*The Anti-Discrimination Act 1991; or
Equal Opportunity in Public Employment Act 1992.*

- 4.4.3 All employees under this Agreement shall individually uphold the principles outlined in this clause in relation to fellow employees and shall co-operate with the QFRS in relation to obligations imposed on the QFRS by this clause.

PART 5 WAGES AND WAGE RELATED MATTERS

5.1 Applicable Rates

- 5.1.1 This Agreement provides for the following pay increases:

3.5% wage increase effective from 1 August 2003;
3.5% wage increase effective from 1 July 2004; and
3.5% wage increase effective from 1 July 2005.

- 5.1.2 The abovementioned increases will be based on the base rate of pay for employees covered by this Agreement.

5.1.3 Under the Agreement total rates of pay (referred to in Schedule One) paid to Firefighters, Station Officers and Communications Officers will be calculated as follows:

- a) The rate of pay (referred to in Schedule One), in addition to
- b) A weekend penalty component (21.43% of the base rate referred to at (a) above) for work performed on weekends; in addition to
- c) A night shift component (based on the amount of 16.33 hours per week x the applicable night shift hourly rate); in addition to
- d) A thirty-eight (38) hour week allowance.

5.1.4 The total rates of pay (referred to in Schedule One) paid to Rural Fire Management Officers Level One and Two will be calculated as follows:

- a) The rate of pay (referred to in Schedule One), in addition to
- b) A weekend penalty component (21.43% of the base rate referred to at (a) above) for work performed on weekends; in addition to
- c) A night shift component (based on the amount of 16.33 hours x the applicable night shift hourly rate).

5.1.5 The total rates of pay for Senior Officers are described at 5.6.1 herein.

5.1.6 The above increases are provided for the implementation of the initiatives contained within the current Agreement, and for the commitment to the continued implementation of productivity measures specified in the:

Queensland Fire and Rescue Authority Enterprise Partnership Agreement 1997;
QFS Support Services Staff and Rural Fire Division Certified Agreement 1997;
Queensland Fire and Rescue Authority Enterprise Partnership Agreement 1999; and
Queensland Fire and Rescue Authority Enterprise Partnership Agreement 2000.

5.2 Aerial Drivers Allowance

5.2.1 The parties recognise the skill and competencies required for QFRS officers to operate specialist aerial appliances and agree to pay the following allowances to appropriately certified QFRS Officers:

Operators of TAPs and Aerial

Appliances less than 25 metres \$5.40 per week effective from 1 August 2003.

Appliances 25 metres and above \$27.20 per week effective from 1 August 2003.

5.2.2 These allowances will only be paid to officers while they are stationed at stations with these appliances. Where an officer is re-located to a station where these competencies are not required, the allowance will continue to be paid until the date of annual recertification.

5.2.3 The Night Shift Allowance will increase to \$1.319 per hour as per the award effective from 1 August 2003.

5.2.4 The aforementioned TAP, Aerial, Night Shift and other trade 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. These adjustments will take effect on the operative date of such decisions handed down by the Queensland Industrial Relations Commission.

5.3 Introduction of New Pay Point - 'Leading Firefighter' - Effective 1 August 2003

- 5.3.1 The new pay point will be 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 QFRS progressing to this pay point at any one time, with positions allocated on a region-by-region basis.
- 5.3.2 Employees engaged under this new pay point are not eligible to receive higher duties payment for the first tour or week worked whilst relieving at the Station Officer Level. If an employee continuously works for more than one tour or week at the higher duties rate, the employee will receive payment for the total period worked. The QFRS will not rotate higher duties arrangements in order to evade these higher duties payments.
- 5.3.3 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.

5.4 Introduction of Special Flexibility Allowance - Effective 1 August 2003

- 5.4.1 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;
Workplace Health and Safety Officers;
Training/Support Officers;
Data Support Officers;
Building Approvals Officers
Rural Fire Management Officers at Level Two (2); and
Other positions as determined by the Commissioner from time to time.

5.4.2 This allowance will be paid at the rate of 2.5% calculated on the base rate of pay for all hours worked.

5.4.3 This rate will buy out the first two (2) hours of overtime penalties in any one-pay period.

5.4.4 This allowance will also apply to Firefighters and Station Officers with Level Two Technical Rescue training, and employees at BA /Hazmat Brisbane working 24 hour shift work. The Special Flexibility Allowance will compensate employees for on-call arrangements as they are provided with pagers for emergency response.

5.4.5 When recalled to work overtime shifts that form part of a continuous shift roster, day workers will receive overtime penalties. These penalties will be paid at the overtime rate applicable to continuous shift workers.

5.4.6 Eligible employees will only be able to access payment of this allowance once, irrespective of dual status.

5.5 Job Titles of Fire Protection Officers Levels One and Two

5.5.1 Job titles for Fire Protection Officers Levels One (1) and Two (2) will be as follows:

Current Job Title	New Job title/Rank
FPO 1 - Pay Point One	Firefighter - 4th Class
FPO 1 - Pay Point Two	Firefighter - 3rd Class
FPO 1 - Pay Point Three	Firefighter - 2nd Class
FPO 1 - Pay Point Four	Firefighter - 1st Class
FPO 1 - Pay Point Five	Senior Firefighter
FPO 1 - Pay Point Six	Leading Firefighter
FPO 2 - Pay Point One	Station Officer 1
FPO 2 - Pay Point Two	Station Officer 2
FPO 2 - Pay Point Three	Station Officer 3

5.6 Senior Officers Flexibility Allowance

5.6.1 This allowance provides an increase in the existing 15.7% loading paid to Senior Fire Officers. This loading recognises out of work hours, call back and on-call requirements and work at nights and on weekends. This loading will be increased to the following:

18% effective from 1 August 2003;
19% effective from 1 July 2004; and
20% effective from 1 July 2005.

5.6.2 This allowance will apply to officers at the levels of Fire Protection Officer Level Three (3), Fire Protection Officer Level Four (4) and Rural Fire Management Officer Level Three (3).

5.7 Review of Remote and Rural Incentive Package

5.7.1 The parties agree to conduct a review of conditions of employment for all levels of QFRS staff in relation to Remote and Rural Incentives.

5.8 Issues Assessment for Communications Officers and Supervisors

5.8.1 QFRS is committed to conducting an issues assessment, in consultation with the UFU, in regional communications centres no later than six months after the certification of this Agreement. The Issues Assessment will review the following issues:

Staffing strategies at QFRS Communications Centres in Cairns and Toowoomba;
The evaluation of Communication Officers Level One (1) and Two (2) utilising the Government approved methodology (MCED/JEMS);
On-call allowances and telephone subsidies paid to Communications Supervisors;
Current training frameworks utilised in Communications Centres;
The utilisation of casual employees; and
Call out procedures for Communications Officers.

5.9 Salary Packaging

5.9.1 Salary packaging is available for employees covered by this Agreement. The existing conditions will continue to apply.

5.10 Continuation of the Queensland Fire and Rescue Authority Commercial Activities Certified Agreement 2001

5.10.1 The provisions of the Queensland Fire and Rescue Authority Commercial Activities

Certified Agreement 2001 will continue in force during the life of the Queensland Fire and Rescue Service Enterprise Partnership Certified Agreement 2003.

- 5.10.2 Clause 2.1 Remuneration, Queensland Fire and Rescue Authority Commercial Activities Certified Agreement 2001 of the where the hourly rate payable will be increased to \$31.15 per hour effective from 1 August 2003.

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

6.1 Flexible Work Arrangements for Senior Officers and Rural Fire Management Officers Level Three

- 6.1.1 The QFRS recognises the need to develop and promote flexible working hours arrangements, which strike an acceptable work, life and family balance for employees to meet the needs of the community, and QFRS. In light of this, the QFRS agrees to review work arrangements, in consultation with the SOA, UFU and QPSU, to avoid as far as possible the need to work excessive hours.

6.2 Review of On-Call Arrangements for Senior Officers

- 6.2.1 A review of the on-call rostering for Senior Officers will be undertaken on a region by region basis to ensure that on-call periods are rostered efficiently and equitably.

6.3 Review of Support for Senior Officers

- 6.3.1 The QFRS will conduct a review of support provided to Senior Officers on a region-by-region basis, under the supervision of the Assistant Commissioner. It is intended that this review will enhance support provided to Senior Officers and will be conducted in consultation with the relevant unions.

6.4 Hours of Work for Rural Fire Management Officers Level Two

- 6.4.1 The hours of work will be nominally 304 hours in an eight (8) week period. These hours will be worked on ten (10) days out of each 14-day period with an average of seven point six (7.6) hours worked per day managed flexibly.
- 6.4.2 On average an employee covered by these conditions may be expected to have an average of one full weekend and two part weekends over an eight (8) week cycle impacted by work. A maximum of fourteen (14) nights may be impacted by work in an eight (8) week cycle. These nights will usually be worked as an average of four (4) nights per fortnight.
- 6.4.3 The on-call allowance stipulated by the *Queensland Fire and Rescue Service Interim Award - State 2003* will be paid for on-call periods as required under the Assistant Commissioner's Directive (02/2003) On-Call Rostering of District Staff During Annual Fire Season.
- 6.4.4 Paid overtime must be approved in advance (non-emergent).
- 6.4.5 The spread of hours will be nominally from 8.00 am to 10.00 pm.
- 6.4.6 Rural Fire Management Officers Level Two (2) who are recalled to duty when on-call will be paid at the relevant overtime rates.
- 6.4.7 Rural Fire Management Officers Level Two (2) will receive payment for overtime when they work hours in excess of ten (10) hours in any one day.

6.5 On-call Allowances and Overtime for Maintenance and Services Employees

6.5.1 Employees rostered on-call shall be eligible for an on-call allowance of 14% of the employee's daily base rate of pay.

6.5.2 Employees required to respond during such periods by visiting work sites will be paid at overtime rates for a minimum of four hours.

6.6 Overtime for phone response for Maintenance and Services Employees

6.6.1 An employee who is required to provide advice by way of making or responding to telephone calls will receive payment for thirty (30) minutes at overtime rates when responding to the first call. Further payment for overtime will not be provided to employees when responding to further calls for a period of one (1) hour from when the first call was made.

6.6.2 This provision will be continually monitored throughout the life of the Agreement.

6.7 Review of rostering Maintenance and Services Employees

6.7.1 The QFRS has committed to undertake a review of on-call rostering and the application of a ten (10) hour break between shifts, to ensure that employees are not rostered for excessive periods of on-call.

PART 7 LEAVE PROVISIONS

7.1 Long Service Leave at Half Pay

7.1.1 An employee may request and QFRS may agree to extend the period of Long Service Leave for which the employee qualifies by the employee taking the leave on half pay for the following purposes:

Family responsibilities; or
Study.

7.1.2 Granting of the leave is subject to departmental convenience, however requests for leave should not be unreasonably refused.

7.1.3 The minimum period of Long Service Leave that may be taken at half pay at any one time is four (4) calendar weeks.

7.1.4 An employee considering accessing this provision is encouraged to seek financial advice prior to their application.

7.1.5 The application of this clause will be reviewed twelve (12) months after the certification of this Agreement.

7.2 Payout of Long Service Leave After Ten Years of Service

7.2.1 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.

7.2.2 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 ground of financial hardship.

7.2.3 The QFRS will not oppose a reasonable application to the Queensland Industrial Relations Commission.

7.2.4 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.

7.3 Payment of Annual Leave at Higher Duties Rates

7.3.1 An employee who performs higher duties for a period of six (6) months or more immediately preceding a period of annual leave shall continue to be paid the higher duties rate for the period of annual leave.

7.3.2 Where a continuous period of higher duties of 6 months or more is interrupted by a period of annual leave, that annual leave will be paid at the higher duties rate.

PART 8 TRAINING AND RELATED MATTERS

8.1 Training

8.1.1 The parties agree to undertake a joint union/management review of the QFRS training framework. This review will be completed within twelve months of certification of this Agreement. This will include the review of training frameworks for urban and rural fire officers, communications officers, and maintenance and services employees.

PART 9 AWARD COMPLIANCE AND UNION RELATED MATTERS

9.1 Award Coverage for Rural Fire Management Officers

9.1.1 Rural Fire Management Officers are currently covered by the *Queensland Fire Service - Rural Fire Division Industrial Agreement* and as such are not subject to a parent award.

9.1.2 Effective from 1 August 2003 the provisions of the *Queensland Fire and Rescue Service Interim Award - State 2003* and subsequent certified Agreements where they supersede this award, will apply to Rural Fire Management Officers.

9.1.3 The Hours of Work for Rural Fire Management Officers are detailed in clause 6.4 above.

9.1.4 Rural Fire Management Officers will retain a 38 hour week and as such will not be entitled to payment of a 38 hour week allowance.

9.1.5 During the life of this Agreement, the parties agree to make application to have Rural Fire Management Officers covered by the *Queensland Fire and Rescue Service Interim Award - State 2003*.

9.2 Award Maintenance

9.2.1 During the operation of this Agreement the parties will update the following awards:

Queensland Fire And Rescue Service Communications Centres Award - State 2003; and
Queensland Fire and Rescue Service Interim Award - State 2003.

9.2.2 The awards will be varied to reflect the base salary rates of the *Queensland Fire and Rescue Authority - Enterprise Partnership Certified Agreement, 2000* (CA374 of 2000). The awards will also be varied to reflect provisions from prior certified Agreements that are agreed to between the parties as being appropriate to maintain the relevance of the award.

PART 10 MAINTENANCE EMPLOYEES - JOB SECURITY

10.1 Job Security

10.1.1 The QFRS is committed to job security for its permanent employees. The parties acknowledge that job security for employees assists in ensuring workforce stability, cohesion and motivation and hence is central to achieving the objectives of this Agreement. As part of this Agreement the QFRS provides an undertaking that:

Job reductions by forced retrenchments will not occur.

Volunteers, other unpaid persons or trainees will not be used to fill funded vacant positions.

The accepted industrial principle that temporary and casual employees have the right to raise concerns with their employer in relation to their employment status or any other work related matters without fear of victimisation will be applied in the workplace.

Unions may refer instances of alleged victimisation directly to the Working Partnership Committee for attention.

10.1.2 The employer acknowledges that long-term casual employees have rights to make an application alleging unfair dismissal in accordance with the provisions of the relevant legislation.

10.2 Contracting Out

10.2.1 It is the clear policy of the QFRS not to contract out. There will be no contracting out of services currently provided by QFRS at existing sites except in the following circumstances:

In the event of critical shortages of skilled staff;

Where there is a lack of available infrastructure capital and a prohibitive cost of providing technology;

Extraordinary or unforeseen circumstances; or

It can be clearly demonstrated that it is in the public interest that such services should be contracted out.

10.2.2 Regarding a lack of available infrastructure capital and a prohibitive cost of providing technology, and where it can be clearly demonstrated that it is in the public interest that such services should be contracted out, contracting out cannot occur until Agreement is sought through the WPC. The proposal will not proceed until Agreement has been reached at the WPC, provided that such Agreement shall not unreasonably be withheld.

10.2.3 The employer can contract out without reference to the WPC in cases where any delay would cause immediate risks to the community and/or detriment to the delivery of emergency services to the Queensland public. These circumstances would include:

In the event of critical shortages of skilled staff; or

Extraordinary or unforeseen circumstances.

10.2.4 However, information will be subsequently provided to the WPC for review in relation to these cases and to assist in determining strategies to resolve any issues that arise.

10.2.5 Where the employer seeks to contract out services, the relevant unions will be consulted as early as possible. Discussions will take place before any steps are taken to call tenders or enter into any otherwise binding legal arrangement for the provision of services by an external provider. For the purpose of consultation the relevant union/s will be given relevant documents.

10.2.6 The employer will ensure that all relevant unions are aware of any proposals to contract out. It is the responsibility of the relevant union/s to participate fully in discussions on any proposals to contract out.

10.2.7 If, after full consultation as outlined above, employees are affected by the necessity to contract out services, the employer will:

Where practicable, negotiate with relevant union/s employment arrangements to assist employees to move to employment with the contractor;

Ensure that employees are given the option to take up employment with the contractor;

Ensure that employees are given the option to seek deployment/redeployment with the employer; and

Ensure that as a last resort, employees are given the option of accepting voluntary early retirement.

10.2.8 Any dispute between the parties arising out of this clause will be dealt with in accordance with the dispute resolution Clause of this Agreement.

10.3 Termination of Employment - Introduction of Changes and Redundancy

10.3.1 Except as provided for in clause 4.4, the Commissioner QFRS, shall observe the terms and conditions of the Termination of Employment, Introduction of Changes and Redundancy Model Clause contained in the decision of the Full Bench incorporated in the transcript of proceedings of 7 November 2001, in matters following the State Wage Case B882 of 1999 and B888 of 1999, in relation to Principle 12 Award Review (Case B1733 of 1999).

10.3.2 The provisions of the clause relating to Redundancy will not apply to the extent that the provisions of the redundancy arrangements are contained in a Directive issued by the Public Service Commissioner pursuant to Section 34 of the Public Service Act 1996.

10.3.3 QFRS will consult with employees should any changes relating to the composition or structure of the Maintenance and Services Division be proposed. All relevant employees and their unions will be afforded the ability to have input into any proposed changes, and will be given warning of any changes which may subsequently occur.

PART 11 NO FURTHER CLAIMS

11.1 No Further Claims

11.1.1 Without limiting general managerial prerogative, or fostering practices that would limit the efficient function of the QFRS, the parties to this Agreement acknowledge that this Agreement constitutes a closed Agreement in settlement of all claims for its duration, with exception of the following matters:

The flow on of State Wage Case Decisions and General Rulings of the Queensland Industrial Relations Commission which provide conditions of employment which are more favourable than those contained in this Agreement;

An application by the United Firefighters Union referring to a Statement of Policy of the Queensland Industrial Relations Commission (164QGIG54), seeking to vary night shift allowances contained in the *Queensland Fire and Rescue Service Interim Award - State 2003* and the *Queensland Fire and Rescue Service Communications Centres Award - State 2003*; and

Other Statements of Policy as determined from time to time, upon application by the parties.

SIGNATORIES

SIGNED BY ALL PARTIES TO THIS AGREEMENT

Schedule One Position Title	Salary Rates			
	Fortnightly Wage @ 1/8/03	Fortnightly Wage @ 1/9/03	Fortnightly Wage @ 1/7/04	Fortnightly Wage @ 1/7/05
Firefighter 4th class	\$1,370.15	\$1,371.56	\$1,417.92	\$1,465.91
Firefighter 3rd class	\$1,539.22	\$1,540.63	\$1,592.91	\$1,647.03
Firefighter 2nd class	\$1,680.64	\$1,682.05	\$1,739.29	\$1,798.53
Firefighter 1st class	\$1,818.63	\$1,820.03	\$1,882.10	\$1,946.34
Senior Firefighter	\$1,922.08	\$1,923.49	\$1,989.17	\$2,057.16
Leading Firefighter	\$2,046.30	\$2,047.71	\$2,117.75	\$2,190.23
Station Officer 1	\$2,233.50	\$2,234.91	\$2,311.50	\$2,390.76
Station Officer 2	\$2,304.15	\$2,305.56	\$2,384.61	\$2,466.44
Station Officer 3	\$2,390.14	\$2,391.55	\$2,473.62	\$2,558.56
				Allowance per Fortnight
Special Flexibility Allowance		Allowance per Fortnight @ 1/8/03	Allowance per Fortnight @ 1/7/04	Allowance per Fortnight @ 1/7/05
Firefighter 4th class		\$25.91	\$26.82	\$27.76
Firefighter 3rd class		\$29.22	\$30.24	\$31.30
Firefighter 2nd class		\$31.98	\$33.10	\$34.26
Firefighter 1st class		\$34.68	\$35.90	\$37.15
Senior Firefighter		\$36.71	\$37.99	\$39.32
Leading Firefighter		\$39.14	\$40.51	\$41.92
Station Officer 1		\$42.80	\$44.30	\$45.85
Station Officer 2		\$44.18	\$45.73	\$47.33
Station Officer 3		\$45.86	\$47.47	\$49.13
		Fortnightly Wage @	Fortnightly Wage @	Fortnightly Wage @

			1/7/04	1/7/05
FPO3 pp1	Senior Officer	\$2,687.05	\$2,821.74	\$2,963.96
FPO3 pp2	Senior Officer	\$2,769.94	\$2,908.78	\$3,055.39
FPO3 pp3	Senior Officer	\$2,866.50	\$3,010.18	\$3,161.90
FPO4 pp1	Senior Officer	\$3,006.50	\$3,157.20	\$3,316.33
FPO4 pp2	Senior Officer	\$3,078.94	\$3,233.28	\$3,396.24
FPO4 pp3	Senior Officer	\$3,151.28	\$3,309.24	\$3,476.03

Building Approval Officers

BAO 1	Building Approval Officers	\$2,547.22	\$2,636.37	\$2,728.65
BAO 2	Building Approval Officers	\$2,633.05	\$2,725.21	\$2,820.59

(includes Special Flexibility Allowance)

Classification Position Title	Fortnightly Wage @ 1/8/03	Fortnightly Wage @ 1/9/03	Fortnightly Wage @ 1/7/04	Fortnightly Wage @ 1/7/05
-------------------------------	---------------------------	---------------------------	---------------------------	---------------------------

Communication Officers

FCO1 pp1	Communication Officers	\$1,508.26	\$1,509.67	\$1,560.87	\$1,613.87
FCO1 pp2	Communication Officers	\$1,656.43	\$1,657.84	\$1,714.23	\$1,772.59
FCO1 pp3	Communication Officers	\$1,784.63	\$1,786.03	\$1,846.91	\$1,909.92
FCO2 pp1	Communication Officers	\$2,006.22	\$2,007.63	\$2,076.26	\$2,147.29
FCO2 pp2	Communication Officers	\$2,069.72	\$2,071.13	\$2,141.98	\$2,215.32
FCO2 pp3	Communication Officers	\$2,132.83	\$2,134.23	\$2,207.30	\$2,282.92

		Fortnightly Wage @ 1/8/03	Fortnightly Wage @ 1/9/03	Fortnightly Wage @ 1/7/04	Fortnightly Wage @ 1/7/05
--	--	---------------------------	---------------------------	---------------------------	---------------------------

Rural

RFMO1 pp1	Rural Fire Management Officers	\$1,301.64	\$1,302.98	\$1,347.03	\$1,392.62
RFMO1 pp2	Rural Fire Management Officers	\$1,462.26	\$1,463.60	\$1,513.27	\$1,564.68
RFMO1 pp3	Rural Fire Management Officers	\$1,596.61	\$1,597.95	\$1,652.32	\$1,708.60
RFMO1 pp4	Rural Fire Management Officers	\$1,727.69	\$1,729.03	\$1,787.99	\$1,849.02
RFMO1 pp5	Rural Fire Management Officers	\$1,825.98	\$1,827.31	\$1,889.72	\$1,954.30
RFMO2 pp1	Rural Fire Management Officers	\$2,121.83	\$2,123.17	\$2,195.92	\$2,271.22
RFMO2 pp2	Rural Fire Management Officers	\$2,188.94	\$2,190.28	\$2,265.38	\$2,343.12

RFMO2 pp3	Rural Fire Management Officers	\$2,270.63	\$2,271.97	\$2,349.94	\$2,430.63
RFMO3 pp1	Rural Fire Management Officers	\$2,552.70	\$2,552.70	\$2,680.65	\$2,815.76
RFMO3 pp2	Rural Fire Management Officers	\$2,631.44	\$2,631.44	\$2,763.34	\$2,902.62
RFMO3 pp3	Rural Fire Management Officers	\$2,723.17	\$2,723.17	\$2,859.67	\$3,003.81

Special Flexibility Allowance

RFMO1 pp1	Rural Fire Management Officers	\$25.91	\$25.91	\$26.82	\$27.76
RFMO1 pp2	Rural Fire Management Officers	\$29.22	\$29.22	\$30.24	\$31.30
RFMO1 pp3	Rural Fire Management Officers	\$31.98	\$31.98	\$33.10	\$34.26
RFMO1 pp4	Rural Fire Management Officers	\$34.68	\$34.68	\$35.90	\$37.15
RFMO1 pp5	Rural Fire Management Officers	\$36.71	\$36.71	\$37.99	\$39.32

RFMO2 pp1	Rural Fire Management Officers	\$42.80	\$42.80	\$44.30	\$45.85
RFMO2 pp2	Rural Fire Management Officers	\$44.18	\$44.18	\$45.73	\$47.33
RFMO2 pp3	Rural Fire Management Officers	\$45.86	\$45.86	\$47.47	\$49.13

Fortnightly Wage @ 1/8/03 **Fortnightly Wage @ 1/7/04** **Fortnightly Wage @ 1/7/05**

Classification Position Title

Maintenance Employees

FMC2A	Maintenance Employees	\$2,182.30	\$2,258.68	\$2,337.73
FMC2B	Maintenance Employees	\$2,046.82	\$2,118.45	\$2,192.60
FMC3	Maintenance Employees	\$1,979.02	\$2,048.29	\$2,119.98
FMC4	Maintenance Employees	\$1,843.02	\$1,907.53	\$1,974.29
FMC55	Maintenance Employees	\$1,833.40	\$1,897.57	\$1,963.98
FMC5	Maintenance Employees	\$1,774.61	\$1,836.72	\$1,901.01
FMC6	Maintenance Employees	\$1,707.03	\$1,766.77	\$1,828.61
FMC7	Maintenance Employees	\$1,571.03	\$1,626.01	\$1,682.92
FMC8	Maintenance Employees	\$1,502.82	\$1,555.42	\$1,609.86
FMC9	Maintenance Employees	\$1,435.03	\$1,485.25	\$1,537.24
FMC10	Maintenance Employees	\$1,366.92	\$1,414.77	\$1,464.28
FMC11	Maintenance Employees	\$1,263.53	\$1,307.75	\$1,353.52
FMC12	Maintenance Employees	\$1,195.63	\$1,237.48	\$1,280.79
FMC13	Maintenance Employees	\$1,122.35	\$1,161.64	\$1,202.29
FMC14	Maintenance Employees	\$1,082.82	\$1,120.72	\$1,159.94

