

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

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

(Matter No. CB/2017/14)

QUEENSLAND FIRE AND EMERGENCY SERVICE CERTIFIED AGREEMENT 2016

Certificate of Approval

On 31 May 2017 the Commission certified the attached written Agreement in accordance with s 193 of the *Industrial Relations Act 2016*:

Name of Agreement:	<i>Queensland Fire and Emergency Service Certified Agreement 2016</i>
Parties to the Agreement:	<ul style="list-style-type: none">• Queensland Fire and Emergency Services (QFES)• Public Safety Business Agency (PSBA)• Employees of QFES and PSBA whose rates of pay, conditions of employment and entitlements are fixed by the Agreement• 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:	31 May 2017
Nominal Expiry Date:	30 June 2019
Previous Agreement:	<i>Queensland Fire and Emergency Services – Determination 2013</i>
Termination Date:	31 May 2017 (Matter No. CB/2017/15)

By the Commission

Deputy President Bloomfield.

1 June 2017

QUEENSLAND FIRE AND EMERGENCY SERVICE CERTIFIED AGREEMENT 2016

(Matter No. CB/2017/14)

This Agreement, made under the *Industrial Relations Act 2016* on 31 May 2017 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:

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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 2016*.

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 (*viz* 31 May 2017) and shall have a nominal expiry date of 30 June 2019.

4. 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 from time to time (the Award).
- (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.

5. Modern award review

- (a) During the life of this certified agreement the parties agree to review the *Queensland Fire and Emergency Service Employees Award – State 2016* to identify provisions that require clarification of their wording and/or variation to more reflect current employment conditions.
- (b) The parties agree to work co-operatively together to reach a consent position regarding any variations.
- (c) It is not the intention of the parties to reduce or increase employment conditions as a result of the review of the modern award.

6. Previous industrial instruments terminated

At the commencement of this certified agreement, the following industrial instruments will be terminated:

- (a) *Queensland Fire and Emergency Services – Determination 2013*; and

(b) *Queensland Fire and Rescue Service – Certified Agreement 2009.*

7. Posting of certified agreement

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

8. Definitions

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

Union means a union bound by the Award

9. No extra claims

- (a) This certified agreement is in full and final settlement of all parties' claims for its duration. It is a term of this certified agreement that no party will pursue any extra claims relating to wages or conditions of employment, whether dealt with in this certified agreement or not.
- (b) The following changes may be made to employees' rights and entitlements during the life of this certified agreement:
- (i) General Rulings and Statements of Policy issued by the Queensland Industrial Relations Commission that provide conditions of employment that are not less favourable than current conditions;
 - (ii) any improvements in conditions of employment that are determined on a whole-of-government basis; and
 - (iii) reclassifications.
- (c) Wage increases arising from State Wage Case decisions are to be absorbed into the wage increases provided by this certified agreement.
- (d) 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. Aims and objectives

- (a) This certified agreement reflects the commitment of QFES, its employees and union parties to creating a modern department capable of anticipating and responding to future community and operational needs.
- (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.

PART 2 – CONSULTATION, COMPLAINTS MANAGEMENT AND GRIEVANCE PROCEDURES

11. Consultation

- QFES and the unions will maintain effective consultation and communications. Consultation is the full, meaningful and candid discussion of issues and proposals with the consideration of each party's views, prior to any final decision being implemented.
- Unions will be invited to participate in the formulation and implementation of policies, plans and strategies that are likely to significantly affect the working conditions of members.
- Consultative procedures will encourage individuals or groups to suggest or respond to proposals for policy formulation or implementation without derogating from management's right to make the final decision in these matters.

12. Dispute resolution

- This procedure applies to any disputes in relation to the operation or interpretation of this certified agreement or any industrial matter. The parties will adopt a co-operative and consultative approach to preventing and settling disputes in a timely fashion and in a manner suited to the particular matters at issue.

Stage 1 – In the first instance, an employee shall inform such employee's immediate supervisor of a situation in writing which is likely to give rise to, or of the existence of, a dispute and they shall attempt to resolve the matter. It is recognised that an employee may wish to exercise the right to consult such employee's union representative during the course of Stage 1.

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

Stage 3 – If the dispute is still unresolved, the manager will advise the Commissioner, or his / her nominee, and the aggrieved employee may submit the matter in writing to the Commissioner, or his / her nominee, if such employee wishes to pursue the matter further. If desired by either party, the matter shall also be notified to the union.

- Any proposals for change relating to matters dealt with in this certified agreement or any industrial matter will be subject to appropriate consultation.
- If the matter is still unable to be resolved, a party to the dispute may seek the assistance of the Queensland Industrial Relations Commission. The Commission may use its powers to settle the dispute.
- Until the dispute or grievance is determined (and except when a *bona fide* safety issue is involved), work shall continue in accordance with normal operational procedures existing before the emergence of the dispute or grievance. No party bound by this certified Agreement shall be prejudiced as to the final settlement by the continuation of work.

- (e) Reasonable time frames will be applied by all the parties with the objective of the timely prevention and settlement of disputes.

13. Issues forums

- (a) QFES and the unions covered by this certified agreement will continue to arrange regular 'issues forums' and ensure that appropriate representation is convened. Forums will discuss issues specific to particular employee groups or workplaces.
- (b) Where union nominees participate in 'issues forums' 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.

14. 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.

15. Workplace health and safety committee

- (a) A workplace health and safety committee (the committee) will be established. The role of the committee includes, but is not limited to:
 - (i) encouraging and maintaining an active interest in workplace health and safety;
 - (ii) considering training and education needs to address workplace health and safety issues;
 - (iii) keeping employees up-to-date with new standards, rules and procedures;
 - (iv) reviewing the circumstances surrounding workplace incidents;
 - (v) helping resolve issues about workplace health and safety; and
 - (vi) facilitating discussion about how to address workplace health and safety issues and requirements.
- (b) The committee will consist of union and employer representatives, including relevant officers of the PSBA.
- (c) In addition, all workplace health and safety representatives (HSRs) and deputy health and safety representatives (DHSRs) are entitled to participate in the work of the committee at a regional level.

16. Workplace health and safety representatives (HSRs) and (DHSRs)

- (a) QFES will provide reasonable support to HSRs and DHSRs in order to assist them in the execution of their legislative tasks.

- (b) Each command station, within each zone, in each region is entitled to elect at least one HSR and one DHSR. Elected HSRs and DHSRs may also be union delegates.
- (c) HSRs and DHSRs are to be elected to hold office for a maximum of three years.

PART 3 – CONDITIONS OF EMPLOYMENT (GENERAL)

17. Wage increases

The following wages increases are to apply:

- (a) 2.5% as from 1 October 2016; and
- (b) 2.5% as from 1 July 2017; and
- (c) 2.5% as from 1 July 2018.

18. Occupational superannuation

- (a) Subject to Commonwealth legislation and clause 18(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.

19. 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) there will be no significant additional administrative workload or other ongoing costs to the employer;
 - (vi) any additional administrative and fringe benefit tax costs are to be met by the employee;
 - (vii) 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

- (viii) 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. Paid parental leave

- (a) Parental leave is provided for in Division 8 of the Queensland Employment Standard (QES) and covers:
 - (i) birth-related leave for an employee who is pregnant or whose spouse gives birth;
 - (ii) adoption leave; and
 - (iii) surrogacy leave.
- (b) Notwithstanding the provisions of Subdivision 2 of Division 8 of the QES, all full-time and part-time employees are entitled to parental leave upon commencement of employment.
- (c) Refer to Schedule 2 of this certified agreement for information regarding paid parental leave.

25. Work/life balance

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

- (a) extension of purchased leave arrangements to purchase up to six (6) weeks' purchased leave per year; and
- (b) introduction of half pay recreation leave subject to the discretion of the delegated authority.

26. Long service leave

- (a) 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.
- (b) 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.
- (c) 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 or 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.

27. 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.

28. 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 delegated authority.

PART 4 – FIREFIGHTERS AND STATION OFFICERS

29. Hours of work and rosters

- (a) The 10/14 roster will remain in place as the recognised shift roster for continuous shift workers.
- (b) This roster is worked over an eight (8) week period based on two (2) shifts of 10 hours on day shift and two (2) shifts of 14 hours on night shift.
- (c) This roster necessitates the working of an average of 42 hours per week. Two (2) hours of the average of 42 hours is credited towards additional leave for the Firefighter or Station Officer, to be taken at a time convenient for the employer.
- (d) For employees other than continuous 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.

30. 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 an hourly basis plus 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 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 allowance;
 - (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 stations 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.

31. 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.

32. 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.

33. Employee-initiated shift swaps

- (a) A shift swap occurs when an employee agrees to swap shifts either with another employee, or with QFES.
- (b) For a shift swap with another employee, employees should, wherever practicable, give QFES a minimum of 72 hours' notice of a proposed shift swap. The notice period may be waived by agreement between the employees and QFES.
- (c) An employee may request a shift swap with QFES. If QFES consents, the employee will "owe" QFES the shift that has been swapped. This shift must be repaid by the employee, on a shift for shift basis (day for day, night for night) at a time to be determined by QFES.
- (d) All shift swaps must be approved by QFES.
- (e) An employee who owes QFES a shift is not eligible to accept an overtime shift until the replacement shift has been worked.

34. 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 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.

35. Change of roster from the 10/14 roster

When an employee is required to undertake a short term move from the 10/14 roster to day work as directed by QFES, and the actual hours worked are less than their projected 10/14 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.

36. 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.

37. 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.

38. 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.

39. Overtime for employees in receipt of the 2.5% Special Flexibility Allowance

- (a) Employees in receipt of the 2.5% Special Flexibility Allowance are paid overtime at the rate of time and one-half for the first three (3) hours and double time thereafter worked out on a daily basis. Overtime worked on a Sunday is to be paid for at the rate of double time.
- (b) 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.

40. 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 satisfactory performance and upon completion of any necessary qualifications and training requirements, the employee should move through the increment 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 paypoint as a result of extended higher duties, such paypoint will continue to apply for subsequent higher duties for a period of 12 months after the extended period of higher duties.

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

- (i) 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.
- (ii) Where a continuous period of higher duties of six (6) months or more is interrupted by a period of annual leave that annual leave will be paid at the higher duties rate.

41. Leading firefighters

- (a) "Leading Firefighter" is a paypoint 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 paypoint at any one time, with positions allocated on a region-by-region basis.
- (b) Employees at the Leading Firefighter paypoint are eligible for higher duties when undertaking relieving at the Station Officer Level 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 recognized.

42. Night shift allowance

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

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

43. 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:
 - $9 \times 40 / 42 = 8.5714 \text{ hours}$
 - Percentage of week = $8.5714/40 = 21.43\% \text{ of base rate.}$

44. 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.
 - The employee's fortnightly rate of pay^{*}/76 x 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.

45. 38 hour week allowance superannuated

Upon certification of this certified agreement, QFES will provide a contribution equivalent to 9.5% of the employee's 38 hour week allowance to the employee's superannuation accumulation account.

46. Total rates

- (a) Firefighters and Station Officers receive averaged weekend penalty rates and night shift allowances, based on the current 10/14 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%.

47. 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.

48. 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 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) The payments at clauses 48(a) and 48(b) are for when these activities are undertaken on Firefighters' or Station Officers' rostered days off.

49. 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.
- (b) This allowance will be paid at the rate of 2.5% calculated on the base rate of pay for normal hours worked.
- (c) This rate will buy out the first two (2) hours of overtime penalties in any one pay period.
- (d) Where the amount of overtime worked is greater than two (2) hours, payment of the third hour will be at the rate of time and one-half and the fourth and subsequent hours worked will be paid for at the rate of double time.
- (e) Officers 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.
- (f) 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 a continuous shift worker.

50. 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 \$7.25 per week
 - appliances 25 metres and above \$36.70 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 the QFES may recall employees as required.

51. 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.

52. 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 Queensland Fire and Emergency Service Standing Order – Rescue Technicians Terms and Conditions of Engagement.
- (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 I 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, Remote Area Ops

- (g) This is not an exhaustive list and is subject to change in accordance with clause 52(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:
- 100% for Instructor
 - 80% for Leading
 - 60% for Senior
 - 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 clause 52(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 Standing Order Rescue Technician Terms and Conditions of Engagement.
- (n) Subject to clause 52(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 Standing Order Rescue Technician Terms and Conditions of Engagement.
- (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 Assistant Commissioner, Specialist Capability, who may seek advice from the Technical Rescue Unit Manager, for approval to be paid the allowance.
- (ii) 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.

53. Fire Investigation Officers

- (a) QFES and UFUQ agree that the role of Fire Investigation Officer is to be created, and that Fire Investigation Officers shall be paid an allowance when appointed to that role, as a result of the outcomes of the Mercer Review.
- (b) Upon commencement of this certified agreement, Fire Investigators currently employed by QFES at the State Fire Investigation Unit will immediately receive the Mercer Review allowance outcome of \$343.62 per fortnight for all purposes.
- (c) Within the first three (3) months after the certification of this certified agreement QFES and the UFUQ will work together to establish numbers of Fire Investigators required at each level within each region of the state for the purposes of appointment to the role and payment of the allowance.
- (d) Upon completion of the review of resources for Fire Investigations in the regions and appointment to the role, an allowance for Regional Fire Investigators of \$253.18 will be applied.
- (e) The parties will conduct a review of the number of Fire Investigation Officers engaged at the State Fire Investigation Unit and in each region 12 months after commencement of the certified agreement.

54. BA Hazmat allowance

- (a) The outcome of the Mercer Review established four (4) levels within the specialisation of BA Hazmat.
- (b) The 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.
- (c) The four (4) levels are:
- Specialist;
 - Leading;
 - Technician;
 - Operator.
- (d) The following amounts will be applied for the associated levels:
- | | |
|-------------------------|--|
| • Level 1 'Specialist': | \$299.89 |
| • Level 2 'Leading': | \$239.91 |
| • Level 3 'Technician': | \$180.93 |
| • Level 4 'Operator': | continue to receive the 2.5% Special Flexibility Allowance as per clause 49. |
- (e) Upon commencement of the certified agreement, QFES and the UFUQ will work together to establish numbers of BA Hazmat officers who will be in receipt of the allowance required at each level within each region of the state, and the process for appointment of those to receive the allowance.
- (f) Within the first 3 months after the certification of this certified agreement QFES and the UFUQ will work together to establish agreed numbers of BA Hazmat specialists at the four (4) levels within the state who will be appointed to the positions and receive the fortnightly allowance at the appointed level, with the allowance being paid for all purposes.

- (g) QFES and the UFUQ agree to a review of the agreed process and number of BA Hazmat appointments 12 months from commencement of the process.

55. 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.

56. Travel time

- (a) The parties agree on paid travel time for mandatory and/or promotion related training.
- (b) To ensure consistency of application of paid travel time provisions, the parties commit to having a paid travel time policy operating across all QFES regions by 1 January 2018.
- (c) The agreed paid travel time policy will be incorporated into the next certified agreement.

57. Temporary relocation policy

During the life of this certified agreement, the parties commit to developing a policy to be applied across all QFES regions regarding short term and long term temporary relocation.

58. Deployment conditions for Firefighters and Station Officers

- (a) Deployment is when officers are sent to locations to assist with critical incidents 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 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) 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.
- (e) When an officer is deployed to an intrastate, interstate or international incident the following provisions shall apply to the exclusion of any other provisions contained in this certified agreement or the Award.

- (f) 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).
- (g) Time spent travelling will be paid at single time up to a maximum of 14 hours a day.
- (h) Conditions for officers on roster:
 - (i) hours worked during normal rostered days are to be paid at single time;
 - (ii) hours worked outside normal starting and ceasing times are paid at overtime rates.
- (i) Officers recalled from annual leave shall be paid at overtime rates.
- (j) Day work officers who are deployed and placed on a shift roster will be paid overtime at the shift rates (i.e. double time).
- (k) All officers on intrastate deployment must 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.
- (l) 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.

For the purposes of clause 58(i), a "night" shall be deemed to consist of those hours falling between 1700 and 0800 or mainly between such hours.
 - (ii) Any overtime payable shall be in addition to the on call allowance.
- (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 can claim an overnight incidental expense for each night of the deployment (refer to the relevant Directive).
- (o) Officers that these conditions apply to shall be allowed 24 hours clear of duty upon returning home, provided that they returned home immediately after the conclusion of the deployment.

PART 5 – BUILDING APPROVAL OFFICERS

59. 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 60(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.

60. 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.

61. 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.

62. 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

63. 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 66.

64. 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.

65. 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 66 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 66.

66. Time off in lieu of overtime

- (a) Senior Officers who do not access their TOIL balances within 12 months of accruing their TOIL, through no fault of their own, will retain such balance until such time as the TOIL is taken.
- (b) Employees at the Inspector rank who have not accessed their TOIL may have TOIL balances paid out at a single time at the end of each 12 month period. This will need to be done on or no later than 30 June each year.
- (c) Applications to have TOIL paid out (rank of Inspector only) are to be made through the chain of command to the Assistant Commissioner, with details of the TOIL accrued.

67. 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.

68. Professional development allowance

- (a) The parties agree that providing a professional development (PD) allowance to Senior Officers is beneficial to both the employer and employees.
- (b) The parties commit to developing and implementing a PD policy for Senior Officers, similar to that used by the Queensland Police Service, to access a professional development allowance by 30 June 2017.

69. Rostered hours and additional annual leave for Duty Manager Officers

- (a) Duty Manager Officers 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 Officers 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 Officer position.

70. 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.

71. Mercer Review

The outcome of the Mercer Review for Senior Officers shall be implemented over the life of the agreement.

PART 7 – COMMUNICATIONS

72. Hours of work and rosters

- (a) The 10/14 roster will remain in place as the recognised shift roster for continuous shift workers.
- (b) This roster is worked over an eight (8) week period based on two (2) shifts of 10 hours on day shift and two (2) shifts of 14 hours on night shift.
- (c) This roster necessitates the working of an average of 42 hours per week over the roster cycle.
- (d) Upon commencement of the certified agreement, "Z Shifts" will be reinstated. As such Communications Officers and Communications Supervisors will no longer receive the additional 112.3572 hours as part of their annual leave.
- (e) Over the life of the certified agreement, the parties commit to developing an agreed policy regarding consistent accrual and debiting of Z shifts across all QFES regions.

- (f) Upon commencement of the certified agreement, the debiting of annual leave for fire Communications Officers and Communications Supervisors will revert to pre *Queensland Fire and Emergency Services Determination 2013* provisions/calculations.
- (g) In relation to annual leave, the parties commit to developing an agreed methodology for debiting of annual leave to commence on an agreed date.
- (h) Communications Officers and Communications Supervisors will continue to be able to access annual leave and single days off as required, subject to operational convenience.
- (i) For employees other than continuous shift workers, the pattern of working hours shall be determined by the employer having due regard to the work requirements and after consultation with the affected employee or employees and, where requested by the employee(s), their union representative.

73. Night shift allowance

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

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

74. 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:
 - $9 \times 40 / 42 = 8.5714 \text{ hours}$
 - Percentage of week = $8.5714/40 = 21.43\% \text{ of base rate.}$

75. 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^{*}/76 x 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.

76. 38 hour week allowance superannuated

Upon certification of this certified agreement, QFES will provide a contribution equivalent to 9.5% of the employee's 38 hour week allowance to the employee's superannuation accumulation account.

77. Total rates

- (a) Fire Communications Officers and Fire Communications Supervisors receive averaged weekend penalty rates and night shift allowances, based on the current 10/14 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%.

78. Meal breaks and meal allowances for communication centre employees

- (a) Communication centre employees covered by this certified agreement shall be entitled to a meal break of not less than 30 minutes during each shift/day for the purposes of consuming a meal. Such break is to be completed during the shift, however, where practicable, such break should be taken between the third and sixth hour of work.
- (b) This meal break shall be taken at such time as will not interfere with the continuity of work.
- (c) Where an employee is unable to take, or is recalled to duty before the completion of, the meal break they shall be paid a meal allowance of \$12.10. Such allowance is to be adjusted from time to time in accordance with State Wage Case decisions of the Queensland Industrial Relations Commission.
- (d) Employees recalled to duty shall be allowed to complete the meal break once the interruption is over.

79. Paypoint progression for Communications Officers

- (a) Recruit Level - Communications Officer 1 Paypoint 1- progress to Communications Officer 1 Paypoint 2 after successful completion of Certificate III in Public Safety (Emergency Communications Centre Operations), followed by 1040 hours satisfactory performance.
- (b) Communications Officer 1 Paypoint 2 - progress to Communications Officer 1 Paypoint 3 on successful completion of training and development, as outlined in the Communications Training Professional Development Program, and 2080 hours satisfactory performance at Paypoint 2.
- (c) Communications Officer 1 Paypoint 3 - progress to Communications Officer 1 Paypoint 4 upon successful completion of training and development, as outlined in the Communications Training Professional Development Program, and 2080 hours satisfactory performance at Paypoint 3.

80. Paypoint progression of Communications Supervisors and Communications Managers

Progression through Communications Supervisor or Communications Manager paypoints is to be based on qualifications outlined in the Fire Communications Professional Development Program, and 2080 hours satisfactory performance at each level.

81. 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 increment 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 paypoint as a result of extended higher duties such paypoint will continue to apply for subsequent higher duties for a period of 12 months after the extended period of higher duties.

- (c) Payment of annual leave at higher duties rates
 - (i) 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.
 - (ii) Where a continuous period of higher duties of six (6) months or more is interrupted by a period of annual leave that annual leave will be paid at the higher duties rate.

82. Communications Manager positions

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

83. Review of part-time hours

Over the life of this certified agreement, the parties will review the current arrangements for part-time employment including consideration of regular rostered hours of work.

84. Rostering arrangements

Over the life of this certified agreement the parties commit to reviewing the current rostering arrangements and roster movements to ensure consistent application throughout the state and that managers are meeting the modern award obligations.

85. Travel time

- (a) The parties agree on paid travel time for mandatory and/or promotion related training.
- (b) To ensure consistency of application of paid travel time provisions the parties commit to having a paid travel time policy operating across all QFES regions by 1 January 2018.
- (c) The agreed paid travel time policy will be incorporated into the next certified agreement.

86. Deployment conditions for Communications Officers and Communications Supervisors

- (a) Deployment is when officers are sent to locations to assist with critical incidents 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 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) 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
- (e) When an officer is deployed to an intrastate, interstate or international incident the following provisions shall apply to the exclusion of any other provisions contained in this certified agreement or the Award.
- (f) 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).
- (g) Time spent travelling will be paid at single time up to a maximum of 14 hours a day.
- (h) Conditions for officers on roster:
 - (i) hours worked during normal rostered days are to be paid at single time;
 - (ii) hours worked outside normal starting and ceasing times are paid at overtime rates.
- (i) Day work officers who are deployed and placed on a shift roster will be paid overtime at the shift rates (i.e. double time).
- (j) All officers on intrastate deployment must 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.
- (k) On call allowance:
 - (i) Where an employee is instructed to be available on call outside ordinary or rostered working hours, such employee shall be paid, in addition to their ordinary salary, an allowance based upon the employee's hourly rate or the hourly rate of the Communications Supervisor 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.

For the purposes of clause 85(h)(i), a "night" shall be deemed to consist of those hours falling between 1700 and 0800 or mainly between such hours.
 - (ii) Any overtime payable shall be in addition to the on call allowance.
- (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 can claim an overnight incidental expense for each night of the deployment (refer to the relevant Directive).

- (n) Officers that these conditions apply to shall be allowed 24 hours clear of duty upon returning home, provided that they returned home immediately after the conclusion of the deployment.

PART 8 – RURAL FIRE MANAGEMENT

87. 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*.

88. 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.

89. 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.

90. Review of Rural Fire Service Senior Officers

- (a) The QFES and Together Union will, during the life of this certified agreement, review classification levels of Senior Officers within the Rural Fire Service utilising JEMS methodology to assess roles and their relative position within the existing Senior Officer classifications.
- (b) Mercer may be requested to provide a report to assist the reviews.
- (c) The information provided from the review will inform the parties for future discussions regarding position levels, and/or organisational changes regarding positions within the current Senior Officer classifications.
- (d) The outcome of the review undertaken by Mercer during 2016 from the Work Role Review of Senior Officers in the *Queensland Fire and Emergency Service Determination 2013* will apply to Rural Fire Service Senior Officer roles.

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

91. 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;
 - state emergencies;
 - intrastate/interstate/international deployments;
 - taskforces;
 - major wildfire events;
 - 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 to 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 subclause 91(ii).
 - (v) Daily deployment allowance – 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 and the Domestic Travelling and Relieving Expenses and International Travelling, Relieving and Living Expenses Directives, as issued and amended by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008*.
 - (vi) Meals, travel and accommodation will be provided by the 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.
- (e) Officers deployed for five (5) or more days (including travel days) will be given 24 hours clear of duty upon returning home providing they return home directly after the conclusion of their deployment. Officers deployed for less than five (5) days will have 10 hours clear of duty before commencing their roster.

PART 10 – DEPLOYMENT CONDITIONS FOR RURAL FIRE MANAGEMENT

92. Deployment conditions

- (a) Deployment is when officers are sent to locations to assist with critical incidents 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 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 the support of QFES.
- (d) Transfers between work locations to cover leave blocks or other situations requiring staff to be transferred to fulfil staffing requirements would not constitute deployment under these provisions.
- (e) When an officer is deployed, Award conditions cease and the conditions outlined below apply.
- (f) The deployment tour of duty may range from five (5) days to seven (7) days, in most cases, including:
- (i) deployment travel to location (one day);
 - (ii) shifts in field (three to five days);
 - (iii) return (one day).
- (g) When an officer is deployed they cease being on their normal shift roster and are on the deployment roster.
- (h) Travel to and from the deployment location will be paid for at a single time for actual time travelled up to a maximum of 14 hours single time per day.
- (i) Conditions for officers on roster:
- (i) hours worked during normal rostered days are paid at single time;
 - (ii) hours worked outside normal starting and ceasing times are paid at overtime rates.
- (j) For health and safety, all officers deployed are required to have a minimum of eight (8) hours break between shifts. Officers are to advise incident controllers if they have not had an eight (8) hour break before commencing work.
- (k) Officers on annual leave and long service leave:
- (i) Officers called back from annual leave will have the option of adding the additional time spent on deployment to the end of their leave block or have their leave recredited.
 - (ii) Officers called back from long service leave will have their leave recredited based on a day-by-day basis.

- (l) Meals, travel and accommodation will be provided by QFES for officers whilst deployed. Where this not possible or practical the provisions of the relevant government Directive will apply.
- (m) Officer deployments of five (5) or more days (including travel days) are to be given 24 hours clear of duty upon returning home providing they return home directly after the conclusion of their deployment. Officers deployed for less than five (5) days will have 10 hours clear of duty before commencing their roster.

SCHEDULE 1 – WAGE RATES

Firefighters and Station Officers as from 1 October 2016

Classification	Old base rate	Inc 2.5%	Weekend Shift	Night Shift	38 Hour Week Allowance	Total
Recruit	\$1,595.11	\$1,634.99	\$350.38	\$105.46	\$110.04	\$2,200.87
Firefighter (including Temporary Firefighter)	\$1,874.26	\$1,921.12	\$411.70	\$123.91	\$129.30	\$2,586.03
1st Class Firefighter PP1	\$2,078.46	\$2,130.42	\$456.55	\$137.41	\$143.39	\$2,867.77
Senior Firefighter PP1	\$2,228.54	\$2,284.25	\$489.52	\$147.33	\$153.74	\$3,074.85
Leading Firefighter PP1	\$2,378.52	\$2,437.98	\$522.46	\$157.25	\$164.09	\$3,281.78
Station Officer 1 PP1	\$2,658.84	\$2,725.31	\$584.03	\$175.78	\$183.43	\$3,668.56
Station Officer 2 PP1	\$2,726.94	\$2,795.11	\$598.99	\$180.28	\$188.13	\$3,762.52
Station Officer 3 PP1	\$2,864.75	\$2,936.37	\$629.26	\$189.40	\$197.63	\$3,952.66

Firefighters and Station Officers as from 1 July 2017

Classification	Old base rate	Inc 2.5%	Weekend Shift	Night Shift	38 Hour Week Allowance	Total
Recruit	\$1,634.99	\$1,675.86	\$359.14	\$108.09	\$112.79	\$2,255.89
Firefighter (including Temporary Firefighter)	\$1,921.12	\$1,969.15	\$421.99	\$127.01	\$132.53	\$2,650.68
1st Class Firefighter PP1	\$2,130.42	\$2,183.68	\$467.96	\$140.85	\$146.97	\$2,939.46
1st Class Firefighter PP2*	\$2,151.73	\$2,205.52	\$472.64	\$142.26	\$148.44	\$2,968.87
Senior Firefighter PP1	\$2,284.25	\$2,341.36	\$501.75	\$151.02	\$157.59	\$3,151.71
Senior Firefighter PP2*	\$2,307.10	\$2,364.78	\$506.77	\$152.53	\$159.16	\$3,183.24
Leading Firefighter	\$2,437.98	\$2,498.93	\$535.52	\$161.18	\$168.19	\$3,363.82
Station Officer 1 PP1	\$2,725.31	\$2,793.44	\$598.63	\$180.18	\$188.01	\$3,760.27
Station Officer 1 PP2‡	\$2,752.56	\$2,821.37	\$604.62	\$181.98	\$189.89	\$3,797.87
Station Officer 2 PP1	\$2,795.11	\$2,864.99	\$613.97	\$184.79	\$192.83	\$3,856.58
Station Officer 2 PP2◇	\$2,823.06	\$2,893.64	\$620.11	\$186.64	\$194.76	\$3,895.14
Station Officer 3 PP1	\$2,936.37	\$3,009.78	\$645.00	\$194.13	\$202.57	\$4,051.48
Station Officer 3 PP2□	\$2,965.73	\$3,039.87	\$651.44	\$196.07	\$204.60	\$4,091.99

*All 1st Class Firefighters commence at PP1. As at 30 June 2017 those 1st Class Firefighters that have been at this rank for 12 months or more progress to 1st Class Firefighter PP2. All remaining 1st Class First Firefighters at PP1 progress to 1st Class Firefighter PP2 after 12 months at PP1.

× All Senior Firefighters commence at PP1. As at 30 June 2017 those Senior Firefighters that have been at this rank for 12 months for more progress to Senior Firefighter PP2. All remaining Senior Firefighters PP1 progress to Senior Firefighter PP2 after 12 months at PP1.

‡ All Station Officer 1 commence at PP1. As at 30 June 2017 those Station Officer 1 PP1 that have been at this rank for 12 months or more progress to Station Officer 1 PP2. All remaining Station Officer 1 PP1 progress from Station Officer 1 PP1 to Station Officer 1 PP2 after 12 months at PP1.

◇ All Station Officer 2 commence at PP1. As at 30 June 2017 those Station Officer 2 PP1 that have been at this rank for 12 months or more progress to Station Officer 2 PP2. All remaining Station Officer 2 PP1 progress from Station Officer 2 PP1 to Station Officer 2 PP2 after 12 months at PP1.

□ All Station Officer 3 commence at PP1. As at 30 June 2017 those Station Officer 3 PP1 that have been at this rank for 12 months or more progress to Station Officer 3 PP2. All remaining Station Officer 3 PP1 progress from Station Officer 3 PP1 to Station Officer 3 PP2 after 12 months at PP1.

Firefighters and Station Officers as from 1 July 2018

Classification	Old base rate	Inc 2.5%	Weekend Shift	Night Shift	38 Hour Week Allowance	Total
Recruit	\$1,675.86	\$1,717.76	\$368.12	\$110.80	\$115.61	\$2,312.28
Firefighter (including Temporary Firefighter)	\$1,969.15	\$2,018.38	\$432.54	\$130.19	\$135.85	\$2,716.95
1st Class Firefighter PP1*	\$2,183.68	\$2,238.27	\$479.66	\$144.37	\$150.65	\$3,012.95
1st Class Firefighter PP2*	\$2,205.52	\$2,260.66	\$484.46	\$145.81	\$152.15	\$3,043.08
1st Class Firefighter PP3	\$2,227.58	\$2,283.26	\$489.30	\$147.27	\$153.68	\$3,073.51
Senior Firefighter PP1◇	\$2,341.36	\$2,399.89	\$514.30	\$154.79	\$161.53	\$3,230.51
Senior Firefighter PP2◇	\$2,364.78	\$2,423.90	\$519.44	\$156.34	\$163.14	\$3,262.82
Senior Firefighter PP3◇	\$2,447.55	\$2,508.74	\$537.62	\$161.81	\$168.85	\$3,377.03
Leading Firefighter	\$2,498.93	\$2,561.40	\$548.91	\$165.21	\$172.40	\$3,447.92
Station Officer 1 PP1	\$2,793.44	\$2,863.28	\$613.60	\$184.68	\$192.71	\$3,854.27
Station Officer 1 PP2	\$2,821.37	\$2,891.90	\$619.74	\$186.53	\$194.64	\$3,892.81
Station Officer 2 PP1	\$2,864.99	\$2,936.61	\$629.32	\$189.41	\$197.65	\$3,952.99
Station Officer 2 PP2	\$2,893.64	\$2,965.98	\$635.61	\$191.31	\$199.63	\$3,992.52
Station Officer 3 PP1	\$3,009.78	\$3,085.02	\$661.12	\$198.98	\$207.64	\$4,152.77
Station Officer 3 PP2	\$3,039.87	\$3,115.87	\$667.73	\$200.97	\$209.71	\$4,194.28

* 1st Class Firefighter PP1 progresses to 1st Class Firefighter PP2 after 12 months at PP1.

1st Class Firefighter PP2 progresses to 1st Class Firefighter PP3 after 12 months at PP2.

◇ Senior Firefighter PP2 progresses to Senior Firefighter PP3 after 4 years at PP2.

Senior Firefighters who have five (5) years or more at the rank of Senior Firefighter as at 30 June 2018 progress to Senior Firefighter PP3.

2.5% Special Flexibility Allowance

	Base rate as from 01.10.16	Allowance as from 01.10.16	Base rate as from 01.07.17	Allowance as from 01.07.17	Base rate as from 01.07.18	Allowance as from 01.07.18
1st Class Firefighter PP1	\$2,078.46	\$51.96	\$2,183.68	\$54.59	\$2,238.27	\$55.96
1st Class Firefighter PP2			\$2,205.52	\$55.14	\$2,260.66	\$56.52
1st Class Firefighter PP3					\$2,283.26	\$57.08
Senior Firefighter PP1	\$2,228.54	\$55.71	\$2,341.36	\$58.53	\$2,399.89	\$60.00
Senior Firefighter PP2			\$2,364.78	\$59.12	\$2,423.90	\$60.60
Senior Firefighter PP3					\$2,508.74	\$62.72
Leading Firefighter	\$2,378.52	\$59.46	\$2,498.93	\$62.47	\$2,561.40	\$64.04
Station Officer 1 PP1	\$2,658.84	\$66.47	\$2,793.44	\$69.84	\$2,863.28	\$71.58
Station Officer 1 PP2			\$2,821.37	\$70.53	\$2,891.90	\$72.30
Station Officer 2 PP1	\$2,726.94	\$68.17	\$2,864.99	\$71.62	\$2,936.61	\$73.42
Station Officer 2 PP2			\$2,893.64	\$72.34	\$2,965.98	\$74.15
Station Officer 3 PP1	\$2,864.75	\$71.62	\$3,009.78	\$75.24	\$3,085.02	\$77.13
Station Officer 3 PP2			\$3,039.87	\$76.00	\$3,115.87	\$77.90

Building Approval Officers as from 1 October 2016

Classification	Old base rate	Inc. 2.5%	20% Flexibility Allowance	38 Hour Week Allowance	Total	2.5% Special Flexibility Allowance
FF BAO1	\$2,712.64	\$2,780.46	\$556.09	\$175.61	\$3,512.15	\$69.51
FF BAO2	\$2,821.09	\$2,891.62	\$578.32	\$182.63	\$3,652.57	\$72.29
BAO 1	\$3,176.76	\$3,256.18	\$651.24	\$205.65	\$4,113.07	\$81.40
BAO 2	\$3,270.81	\$3,352.58	\$670.52	\$211.74	\$4,234.84	\$83.81

Building Approval Officers as from 1 July 2017

Classification	Old base rate	Inc. 2.5%	20% Flexibility Allowance	38 Hour Week Allowance	Total	2.5% Special Flexibility Allowance
FF BAO1 PP1	\$2,780.46	\$2,849.97	\$569.99	\$180.00	\$3,599.96	\$71.25
FF BAO1 PP2 □		\$2,878.47	\$575.69	\$181.80	\$3,635.96	\$71.96
FF BAO2 PP1	\$2,891.62	\$2,963.91	\$592.78	\$187.19	\$3,743.89	\$74.10
FF BAO2 PP2 ‡		\$2,993.55	\$598.71	\$189.07	\$3,781.33	\$74.84
BAO1 PP1	\$3,256.18	\$3,337.58	\$667.52	\$210.79	\$4,215.90	\$83.44
BAO1 PP2 *	\$3,288.74	\$3,370.96	\$674.19	\$212.90	\$4,258.05	\$84.27
BOA2 PP1	\$3,352.58	\$3,436.39	\$687.28	\$217.04	\$4,340.71	\$85.91
BAO2 PP2 ◇	\$3,386.11	\$3,470.76	\$694.15	\$219.21	\$4,384.12	\$86.77

□ FF BAO 1 PP1 progresses to FF BAO 1 PP2 after 12 months at FF BAO 1 PP1.

‡ FF BAO 2 PP1 progresses to FF BAO 2 PP2 after 12 months at FF BAO 2 PP1.

* BAO 1 PP1 progresses to BAO 1 PP2 after 12 months at the rank of BAO1.

◇ BAO 2 PP1 progresses to BAO 2 PP2 after 12 months at the rank of BAO2.

Building Approval Officers as from 1 July 2018

Classification	Old base rate	Inc. 2.5%	20% Flexibility Allowance	38 Hour Week Allowance	Total	2.5% Special Flexibility Allowance
FF BAO1 PP1	\$2,849.97	\$2,921.22	\$584.24	\$184.50	\$3,689.96	\$73.03
FF BAO1 PP2	\$2,878.47	\$2,950.43	\$590.09	\$186.34	\$3,726.86	\$73.76
FF BAO2 PP1	\$2,963.91	\$3,038.01	\$607.60	\$191.87	\$3,837.48	\$75.95
FF BAO2 PP2	\$2,993.55	\$3,068.39	\$613.68	\$193.79	\$3,875.86	\$76.71
BAO1 PP1	\$3,337.58	\$3,421.02	\$684.20	\$216.06	\$4,321.29	\$85.53
BAO1 PP2	\$3,370.96	\$3,455.23	\$691.05	\$218.23	\$4,364.51	\$86.38
BAO2 PP1	\$3,436.39	\$3,522.30	\$704.46	\$222.46	\$4,449.22	\$88.06
BAO2 PP2	\$3,470.76	\$3,557.53	\$711.51	\$224.69	\$4,493.72	\$88.94

Senior Officers as from 1 October 2016

Rank	Old base	After Mercer Increment	Inc. 2.5%	Total
Inspector	\$4,415.06	\$4,538.68	\$4,652.15	\$4,652.15
Superintendent	\$4,827.69	\$4,945.90	\$5,069.55	\$5,069.55
Chief Superintendent	\$5,093.18	\$5,200.05	\$5,330.05	\$5,330.05

Senior Officers as from 1 July 2017

Rank	After Mercer Increment	Inc. 2.5%	Total
Inspector	\$4,772.57	\$4,891.88	\$4,891.88
Superintendent	\$5,184.81	\$5,314.43	\$5,314.43
Chief Superintendent	\$5,434.27	\$5,570.13	\$5,570.13

Senior Officers as from 1 July 2018

Rank	After Mercer Increment	Inc. 2.5%	Total
Inspector	\$5,009.66	\$5,134.90	\$5,134.90
Superintendent	\$5,427.13	\$5,562.81	\$5,562.81
Chief Superintendent	\$5,672.05	\$5,813.85	\$5,813.85

Communications Officers as from 1 October 2016

Classification	Old base	Inc. 2.5%	Weekend Shift	Night Shift	38 Hour Week Allowance	Total
FCO1 - 1	\$1,690.01	\$1,732.26	\$371.22	\$111.73	\$116.59	\$2,331.80
FCO1 - 2	\$1,989.54	\$2,039.28	\$437.02	\$131.53	\$137.25	\$2,745.08
FCO1 - 3	\$2,066.18	\$2,117.83	\$453.85	\$136.60	\$142.54	\$2,850.83
FCO1 - 4	\$2,145.07	\$2,198.70	\$471.18	\$141.82	\$147.98	\$2,959.68
FCO2 - 1	\$2,744.88	\$2,813.50	\$602.93	\$181.47	\$189.36	\$3,787.27
FCO2 - 2	\$2,825.99	\$2,896.64	\$620.75	\$186.83	\$194.96	\$3,899.18
FCO2 - 3	\$2,907.12	\$2,979.80	\$638.57	\$192.20	\$200.56	\$4,011.12
FCO2 - 4	\$2,988.04	\$3,062.74	\$656.35	\$197.55	\$206.14	\$4,122.77
FCM - 1	\$3,631.50	\$3,722.29			\$195.91	\$3,918.20
FCM - 2	\$3,741.99	\$3,835.54			\$201.87	\$4,037.41
FCM - 3	\$3,864.97	\$3,961.59			\$208.50	\$4,170.10
FCMZ	\$4,193.27	\$4,298.10			\$226.22	\$4,524.32

Communications Officers as from 1 July 2017

Classification	Old base	Inc. 2.5%	Weekend Shift	Night Shift	38 Hour Week Allowance	Total
FCO1 - 1	\$1,732.26	\$1,775.57	\$380.50	\$114.52	\$119.50	\$2,390.10
FCO1 - 2	\$2,039.28	\$2,090.26	\$447.94	\$134.82	\$140.69	\$2,813.71
FCO1 - 3	\$2,117.83	\$2,170.78	\$465.20	\$140.02	\$146.10	\$2,922.09
FCO1 - 4	\$2,198.70	\$2,253.67	\$482.96	\$145.36	\$151.68	\$3,033.67
FCO2 - 1	\$2,813.50	\$2,883.84	\$618.01	\$186.01	\$194.10	\$3,881.95
FCO2 - 2	\$2,896.64	\$2,969.06	\$636.27	\$191.50	\$199.83	\$3,996.66
FCO2 - 3	\$2,979.80	\$3,054.30	\$654.54	\$197.00	\$205.57	\$4,111.40
FCO2 - 4	\$3,062.74	\$3,139.31	\$672.75	\$202.49	\$211.29	\$4,225.84
FCM - 1	\$3,722.29	\$3,815.35			\$200.81	\$4,016.16
FCM - 2	\$3,835.54	\$3,931.43			\$206.92	\$4,138.35
FCM - 3	\$3,961.59	\$4,060.63			\$213.72	\$4,274.35
FCMZ	\$4,298.10	\$4,405.55			\$231.87	\$4,637.42

Communications Officers as from 1 July 2018

Classification	Old base	Inc. 2.5%	Weekend Shift	Night Shift	38 Hour Week Allowance	Total
FCO1 - 1	\$1,775.57	\$1,819.96	\$390.02	\$117.39	\$122.49	\$2,449.86
FCO1 - 2	\$2,090.26	\$2,142.52	\$459.14	\$138.19	\$144.20	\$2,884.05
FCO1 - 3	\$2,170.78	\$2,225.05	\$476.83	\$143.52	\$149.76	\$2,995.15
FCO1 - 4	\$2,253.67	\$2,310.01	\$495.04	\$149.00	\$155.48	\$3,109.52
FCO2 - 1	\$2,883.84	\$2,955.94	\$633.46	\$190.66	\$198.95	\$3,979.00
FCO2 - 2	\$2,969.06	\$3,043.29	\$652.18	\$196.29	\$204.83	\$4,096.58
FCO2 - 3	\$3,054.30	\$3,130.66	\$670.90	\$201.93	\$210.71	\$4,214.19
FCO2 - 4	\$3,139.31	\$3,217.79	\$689.57	\$207.55	\$216.57	\$4,331.49
FCM - 1	\$3,815.35	\$3,910.73			\$205.83	\$4,116.56
FCM - 2	\$3,931.43	\$4,029.72			\$212.09	\$4,241.81
FCM - 3	\$4,060.63	\$4,162.15			\$219.06	\$4,381.21
FCMZ	\$4,405.55	\$4,515.69			\$237.67	\$4,753.36

QFES Rural Staff from 1 October 2016

Classification	Old base	Inc. 2.5%	Rural Flexibility Allowance Level 1	Total
BTSO - 1	\$2,004.27	\$2,054.38	\$572.55	\$2,626.93
BTSO - 2	\$2,078.46	\$2,130.42	\$593.75	\$2,724.17
BTSO - 3	\$2,153.28	\$2,207.11	\$615.12	\$2,822.23
BTSO - 4	\$2,228.54	\$2,284.25	\$636.62	\$2,920.87
BTSO - 5	\$2,303.69	\$2,361.28	\$658.09	\$3,019.37
BTSO - 6	\$2,378.52	\$2,437.98	\$679.47	\$3,117.45
			Rural Flexibility Allowance Level 2	
ATSO - 1	\$2,522.09	\$2,585.14	\$775.54	\$3,360.68
ATSO - 2	\$2,590.73	\$2,655.50	\$796.65	\$3,452.15
ATSO - 3	\$2,658.84	\$2,725.31	\$817.59	\$3,542.90
ATSO - 4	\$2,727.04	\$2,795.22	\$838.56	\$3,633.78

QFES Rural Staff from 1 July 2017

Classification	Old base	Inc. 2.5%	Rural Flexibility Allowance Level 1	Total
BTSO - 1	\$2,054.38	\$2,105.74	\$586.87	\$2,692.61
BTSO - 2	\$2,130.42	\$2,183.68	\$608.59	\$2,792.27
BTSO - 3	\$2,207.11	\$2,262.29	\$630.50	\$2,892.79
BTSO - 4	\$2,284.25	\$2,341.36	\$652.54	\$2,993.89
BTSO - 5	\$2,361.28	\$2,420.31	\$674.54	\$3,094.85
BTSO - 6	\$2,437.98	\$2,498.93	\$696.45	\$3,195.38
			Rural Flexibility Allowance Level 2	
ATSO - 1	\$2,585.14	\$2,649.77	\$794.93	\$3,444.70
ATSO - 2	\$2,655.50	\$2,721.89	\$816.57	\$3,538.45
ATSO - 3	\$2,725.31	\$2,793.44	\$838.03	\$3,631.48
ATSO - 4	\$2,795.22	\$2,865.10	\$859.53	\$3,724.63

QFES Rural Staff from 1 July 2018

Classification	Old base	Inc. 2.5%	Rural Flexibility Allowance Level 1	Total
BTSO - 1	\$2,105.74	\$2,158.38	\$601.54	\$2,759.92
BTSO - 2	\$2,183.68	\$2,238.27	\$623.81	\$2,862.08
BTSO - 3	\$2,262.29	\$2,318.85	\$646.26	\$2,965.11
BTSO - 4	\$2,341.36	\$2,399.89	\$668.85	\$3,068.74
BTSO - 5	\$2,420.31	\$2,480.82	\$691.40	\$3,172.22
BTSO - 6	\$2,498.93	\$2,561.40	\$713.86	\$3,275.27
			Rural Flexibility Allowance Level 2	
ATSO - 1	\$2,649.77	\$2,716.01	\$814.80	\$3,530.82
ATSO - 2	\$2,721.89	\$2,789.94	\$836.98	\$3,626.92
ATSO - 3	\$2,793.44	\$2,863.28	\$858.98	\$3,722.26
ATSO - 4	\$2,865.10	\$2,936.73	\$881.02	\$3,817.75

Technical Rescue Stream Allowance as from 1 October 2016

Classification	FF BAO 1 Rate	Leading Firefighter Rate	Difference	Allowance	
Instructor	\$3,581.66	\$3,281.78	\$299.88	\$299.88	100%
Leading	\$3,581.66	\$3,281.78	\$299.88	\$239.90	80%
Senior	\$3,581.66	\$3,281.78	\$299.88	\$179.93	60%
Operator	\$3,581.66	\$3,281.78	\$299.88	\$89.96	30%

Technical Rescue Stream Allowance as from 1 July 2017

Classification	FF BAO 1 Rate	Leading Firefighter Rate	Difference	Allowance	
Instructor	\$3,671.21	\$3,363.82	\$307.39	\$307.39	100%
Leading	\$3,671.21	\$3,363.82	\$307.39	\$245.91	80%
Senior	\$3,671.21	\$3,363.82	\$307.39	\$184.43	60%
Operator	\$3,671.21	\$3,363.82	\$307.39	\$92.22	30%

Technical Rescue Stream Allowance as from 1 July 2018

Classification	FF BAO 1 Rate	Leading Firefighter Rate	Difference	Allowance	
Instructor	\$3,762.99	\$3,447.92	\$315.07	\$315.07	100%
Leading	\$3,762.99	\$3,447.92	\$315.07	\$252.06	80%
Senior	\$3,762.99	\$3,447.92	\$315.07	\$189.04	60%
Operator	\$3,762.99	\$3,447.92	\$315.07	\$94.52	30%

SCHEDULE 2 – PAID PARENTAL LEAVE

1. Paid parental leave

1.1 Eligible employees, (excluding casual employees other than long term casual employees) covered by this certified agreement and who meet the qualifying service period, recorded at clause 2 of this Schedule, are entitled to access the paid parental leave entitlements on the conditions in this Schedule.

1.2 Exceptions:

- The qualifying period is nullified where there is a break in service.
- Casual employment is not recognised as contributing towards the qualifying service period except where the employment is on a casual long-term basis as defined in section 15 of the *Industrial Relations Act 2016*.

1.3 Employees who are ineligible are those who:

- are short term casual employees and do not accrue an entitlement to paid sick leave, or
- are solely remunerated by fees, allowances or commission; or
- are on unauthorised absence immediately before the start of the minimum period of maternity leave; or
- do not have a period of unbroken employment of at least 12 months except in the case of long term casual employees or except in the case of employees whose service has been recognised under the Recognition of Previous Service and Employment Directive.

1.4 Part-time and long-term casual employees are entitled to the provisions of this certified agreement on a *pro rata* basis.

2. Definitions

Child shall be in accordance with the definition provided at s. 57 of the *Industrial Relations Act 2016*.

Confinement is the birth of a child/children, or the ending of the pregnancy in other circumstances, that occurs no earlier than 20 weeks before the expected date of birth.

Long term casual employee shall be in accordance with the definition provided in section 15 of the *Industrial Relations Act 2016*, i.e. "a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least one (1) year immediately before the employee seeks to access an entitlement under this part".

Parental leave shall mean maternity, adoption, surrogacy or spousal leave.

Primary care giver means a person who assumes the principal role of providing care and attention to a child/children.

Qualifying service period for the purposes of paid leave in this certified agreement, means at least 12 months' service in any one or more Queensland government departments or Queensland public service offices. This service:

- is to be unbroken; or
- may be inclusive of paid and unpaid leave*; or

- may be inclusive of service recognised under the Recognition of Previous Service and Employment Directive.

*The first three (3) months only of any unpaid leave is to be credited towards the qualifying service period.

- The qualifying service period need only be met once in an employee's period of continuous service.
- In determining the qualifying period for a part-time employee the passage of time and not the completion of equivalent hours worked as a full-time employee is to be used.

Example 1:

6 months	3 months	3 months	12 months
Normal working period	Paid leave recognised as service	Normal working period	= qualifying period

Example 2:

6 months	3 months	3 months	12 months
Normal working period	Paid and unpaid leave recognised as service	Normal working period	= qualifying period

Spouse of an employee includes:

- a former spouse; and
- a *de facto* spouse, including a spouse of the same sex as the employee.

3. Entitlement

3.1 Maternity leave

- An eligible employee whose expected date of confinement has been confirmed in writing by a medical practitioner will be entitled to 14 weeks' paid maternity leave. The paid maternity leave is to be taken as the initial absence on the approved maternity leave period. This 14 week period of paid leave is inclusive of any public holidays arising within that time.
- The period of paid maternity leave can be extended by the employee taking the leave on a half-pay basis or by taking sick leave while on paid maternity leave.
- In cases of financial hardship or other exceptional circumstances, the employee may ask and the Commissioner may exercise discretion in paying the full maternity leave entitlement in advance.
- The employee will be entitled to access a further period of unpaid maternity leave in accordance with the provisions of the *Industrial Relations Act 2016*.
- An employee shall confirm her intention of returning to work by notice in writing to the employer, giving not less than four weeks' notice prior to the expiration of the period of maternity leave.

3.2 Pre-natal leave

- (a) In addition to the paid maternity leave provisions above, an eligible employee who presents a medical certificate from a doctor stating that she is pregnant will have access to paid pre-natal leave up to a total of either 36.25 or 38 hours (based on the average number of ordinary hours worked in a week) per pregnancy to attend medical appointments prior to the birth of a child/children.
- (b) A written application shall be submitted for every absence for which pre-natal leave is sought. Each absence on pre-natal leave must be supported by documentary evidence relating to the medical appointment to the satisfaction of the Commissioner (e.g. a medical certificate).
- (c) The work unit should be flexible enough to allow such employees the ability to leave work and return on the same day.

3.3 Spousal leave

- (a) An eligible employee who produces a certificate from a medical practitioner which states their spouse's expected date of confinement will be entitled to one week's paid spousal leave in connection with the birth of a child/children for whom that employee has accepted responsibility.
- (b) This period of paid spousal leave will be taken as the initial absence on parental leave and is inclusive of any public holidays arising within that time. The period of paid spousal leave cannot be extended other than by the employee taking the leave on a half-pay basis.
- (c) The period of spousal leave taken shall be the "initial" absence. The exact timing of such leave shall be at the employee's discretion. For example:
 - an employee may seek to take the spousal leave immediately after the birth, or
 - an employee may prefer to continue working for the duration of the mother's stay in hospital, and take the first week the mother and child are home.
- (d) The employee will be entitled to access a further period of unpaid parental leave in accordance with the provisions of the *Industrial Relations Act 2016*. If an employee has accessed the further period of unpaid parental leave they shall confirm their intention of returning to work by notice in writing to the employer, giving not less than four (4) weeks' notice prior to the expiration of the period of spousal leave.
- (e) In cases of financial hardship or other exceptional circumstances the employee may ask and the Commissioner may exercise discretion in paying the full spousal leave entitlement in advance.

3.4 Pre-natal leave

- (a) In addition to the paid spousal leave provisions above, an eligible employee who presents a medical certificate from a doctor stating that their spouse is pregnant will have access to paid pre-natal leave up to a total of either 7.25 or 7.6 hours (based on the average number of ordinary hours worked in a day) per pregnancy to attend related medical appointments prior to the birth of a child/children.
- (b) A written application shall be submitted for every absence for which pre-natal leave is sought. Each absence on pre-natal leave must be supported by documentary evidence relating to the medical appointment to the satisfaction of the Commissioner (e.g. a medical certificate).
- (c) The work unit should be flexible enough to allow such employees the ability to leave work and return on the same day.

3.5 Adoption leave

- (a) An eligible employee who presents documentation from the Director-General of the relevant Queensland Government department administering adoptions confirming that an adoption order or interim adoption order has been made for the relevant child/children, will be entitled to 14 week's paid adoption leave at the time of placement or taking custody if he or she is the primary care giver, or one (1) week's paid adoption leave if he or she is the secondary care giver. The 14 week period or one (1) week period of paid leave is inclusive of any public holidays arising within that time.
- (b) The period of paid adoption leave can be extended by the employee taking the leave on a half-pay basis or by taking sick leave while on paid adoption leave.
- (c) In cases of financial hardship or other exceptional circumstances the employee may ask and the Commissioner may exercise discretion in paying the full adoption leave entitlement in advance.
- (d) Applications for adoption leave will be in accordance with the *Industrial Relations Act 2016*.
- (e) If the employee is the primary care giver, that employee will be entitled to access a further period of unpaid parental leave in accordance with the provisions of the *Industrial Relations Act 2016*. If an employee has accessed the further period of unpaid parental leave they shall confirm their intention of returning to work by notice in writing to the employer, giving not less than four (4) weeks prior to the expiration of the period of adoption leave.

3.6 Pre-adoption leave

- (a) In addition to the adoption leave provisions above, an employee who will be the primary care giver and who presents a letter from the Director-General of the relevant Queensland Government department administering adoptions, confirming the employee's status as a prospective adopter, will have access to paid leave up to a total of either 36.25 or 38 hours (based on the average number of ordinary hours worked in a week) per adoption to attend related interviews prior to the adoption of a child/children.
- (b) An employee who will be the secondary care giver at the time of placement and who presents a letter from the Director-General of the relevant Queensland Government department administering adoptions confirming that the employee is a prospective adopter, will have access to paid leave up to a total of 7.6 hours (based on the average number of ordinary hours worked in a day) per adoption to attend related interviews prior to the adoption of a child/children.
- (c) A written application shall be submitted for every absence for which pre-adoption leave is sought. Applications shall be supported by evidence to the satisfaction of the Commissioner.
- (d) The work unit should be flexible enough to allow such employees the ability to leave work and return on the same day.
- (e) An employee cannot be deemed to be both the primary and secondary care giver and therefore cannot access both entitlements to pre-adoption leave (i.e. 1 week and 1 day).

3.7 Surrogacy leave

- (a) An eligible employee who presents a statutory declaration that the employee is an intended parent under a surrogacy arrangement will be entitled to 14 week's paid surrogacy leave when a child born as a result of a surrogacy arrangement is expected to start residing with the employee if he or she is the primary care giver, or one week's paid surrogacy leave if he or she is the secondary care giver. The 14 week period or one week period of paid leave is inclusive of any public holidays arising within that time.

- (b) The period of paid surrogacy leave can be extended by the employee taking the leave on a half-pay basis or by taking sick leave while on paid surrogacy leave.
- (c) In cases of financial hardship or other exceptional circumstances the employee may ask and the Commissioner may exercise discretion in paying the full surrogacy leave entitlement in advance.
- (d) Applications for surrogacy leave will be in accordance with the *Industrial Relations Act 2016*.
- (e) If the employee is the primary care giver, that employee will be entitled to access a further period of unpaid parental leave in accordance with the provisions of the *Industrial Relations Act 2016*. If an employee has accessed the further period of unpaid parental leave they shall confirm their intention of returning to work by notice in writing to the employer, giving not less than four (4) weeks prior to the expiration of the period of surrogacy leave.

3.8 Pre-surrogacy leave

- (a) In addition to the surrogacy leave provisions above, an employee who will be the primary care giver and who presents a statutory declaration that the employee is an intended parent under a surrogacy arrangement, will have access to paid leave up to a total of either 36.25 or 38 hours (based on the average number of ordinary hours worked in a week) per surrogacy to attend related interviews and court hearings prior to the surrogacy of a child/children.
- (b) An employee who will be the secondary care giver at the time of placement and who presents a statutory declaration that the employee is an intended parent under a surrogacy arrangement, will have access to paid leave up to a total of either 7.25 or 7.6 hours (based on the average number of ordinary hours worked in a day) per surrogacy to attend related interviews and court hearings prior to the surrogacy of a child/children.
- (c) A written application shall be submitted for every absence for which pre-surrogacy leave is sought. Applications shall be supported by evidence to the satisfaction of the Commissioner.
- (d) The work unit should be flexible enough to allow such employees the ability to leave work and return on the same day.
- (e) An employee cannot be deemed to be both the primary and secondary care giver and therefore cannot access both entitlements to pre-surrogacy leave (i.e. 1 week and 1 day).

3.9 Conversion to an hourly basis

- (a) Leave prescribed in this certified agreement may be converted to an hourly basis for the purpose of accrual, granting and recording of leave on the following basis:
- (b) If an employee's leave entitlement is expressed in weeks or days, it may be read as if it were expressed in hours using the following formula:

(a) $LE = W \times WH$

Where: **LE** (leave entitlement) means the amount of leave entitlement expressed in working hours to which the employee is entitled.
W (weeks) means the entitlement accrued in calendar weeks under this agreement
WH (weekly hours) means the employee's weekly hours of work, or the average number of hours per working week of an employee, during a pay period or the period that is reasonable under the circumstances.

(ii) $LE = D \times DH$

Where: **LE** (leave entitlement) means the amount of leave entitlement expressed in working hours to which the employee is entitled.
D (days) means the entitlement accrued in calendar days under this agreement.
DH (daily hours) means the employee's daily hours, or the average number of hours per working day of an employee, during a pay period or other period that is reasonable under the circumstances.

- (c) Where an employee's existing entitlement is expressed in weeks, the conversion from weeks to hours is determined by applying a formula. For example, to convert an entitlement for a public service officer whose weekly hours are 36.25 and who has 14 weeks leave entitlement:

$$LE \text{ (weeks)} = 14 \times 36.25 = 507.5 \text{ hours full entitlement}$$

3.9 Pro rata payment for part-time employees and long-term casual employees

- (a) A part-time or long-term casual employee's entitlement to 14 weeks paid maternity, adoption or surrogacy leave is to be calculated as follows:

- Number of hours x working days of entitlement

Where number of hours =

$$\frac{\text{(total ordinary hours worked over the last 12 months)}}{\text{(total ordinary hours of a full-time employee over previous 12 months)}} \times 70 \text{ days}$$

- (b) A part-time or long-term casual employee's entitlement to 1 week's paid spousal or pre-natal leave is to be calculated as follows:

- Number of hours x working days of entitlement

Where number of hours =

$$\frac{\text{(total ordinary hours worked over the last 12 months)}}{\text{(total ordinary hours of a full-time employee over previous 12 months)}} \times 5 \text{ days}$$

- (c) A part-time or long-term casual employee's entitlement to one (1) day's pre-natal leave is to be calculated as follows:

$$\frac{\text{total ordinary hours worked over the last 12 months}}{\text{total ordinary hours of full-time employee over previous 12 months}}$$

- (d) Notwithstanding the above formulae, any approved absence from work cannot be taken into account to disadvantage an employee when determining their paid parental leave payment.

- (e) **Example 1:**

6 months	3 months	3 months	Entitlement
Normal working period at part-time 0.5	Paid leave recognised as service	Normal working period at part-time 0.5	= Paid parental leave at part-time 0.5

- (f) **Example 2:**

6 months	3 months	3 months	Entitlement

Normal working period at part-time 0.8	Unpaid leave recognised as service	Normal working period at part-time 0.8	= Paid parental leave at part-time 0.8
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(g) **Example 3:**

18 months	12 months	Entitlement
Normal working period at part-time 0.5	Approved unpaid leave	= Paid parental leave at part-time 0.5

4. General conditions

4.1 Notice

Notice periods for parental leave are contained in Chapter 2, Division 8 of the *Industrial Relations Act 2016*.

4.2 Parental leave and access to other leave

Except where specifically provided under this certified agreement, the provisions of the *Industrial Relations Act 2016* shall apply.

4.3 Recreation leave and long service leave

- (a) Where there is an entitlement, employees may use recreation and long service leave during the period of unpaid parental leave in accordance with relevant Ministerial Directives.
- (b) An entitlement to paid sick leave may be established during periods of recreation leave and long service leave in accordance with relevant Ministerial Directives.

4.4 Sick leave

- (a) Paid sick leave is available to an employee on paid parental leave. Sick leave may be granted instead of paid parental leave already approved where:
 - an employee submits a written application for sick leave, supported by a medical certificate or other evidence of the illness acceptable to the Commissioner; and
 - the period of illness is more than three (3) working days.
- (b) Paid sick leave is not available to an employee on unpaid parental leave.
- (c) An employee can only be on one form of approved leave at any one time.

4.5 Access to a subsequent period of parental leave

An employee:

- who becomes pregnant while on parental leave; or
- whose spouse becomes pregnant while that employee is on parental leave; or
- who is to adopt a child/children while on parental leave; or
- who is an intended parent under a surrogacy arrangement while on parental leave;

is eligible, without resuming duty, for a subsequent period of parental leave in accordance with the provisions of this certified agreement and/or the *Industrial Relations Act 2016*.

4.6 Less than the standard parental leave taken

Where less than the standard parental leave is taken, the unused portion of the period of paid leave cannot be banked or preserved in any way.

4.7 Special maternity leave

- (a) Where a pregnancy terminates in other than the birth of a living child and the employee has already given notification of intention to proceed on maternity leave, the employee shall notify the Commissioner of the changed circumstances as soon as practicable.
- (b) Where, after the first twenty weeks, a pregnancy terminates in other than the birth of a living child or where the child dies during the period of paid maternity leave, the employee shall continue to be entitled to 14 weeks' paid leave.

4.8 Recognition of service

- (a) Continuity of Service: Continuity of employment is not broken by authorised leave, paid or unpaid. However, absences on unpaid leave do not count as service except as provided under the applicable industrial instrument or Directive (e.g. Ministerial Directive: *"Leave without Salary Credited as Service"*).
- (b) Paid Leave Counted as Service: Periods of paid leave during parental leave count as service for all purposes.

4.9 Extension of paid parental leave on a half-pay basis

- (a) An employee may request, and the employer may agree, to extend the amount of paid maternity, adoption, surrogacy or spousal leave for which the employee qualifies by the employee taking the leave on half-pay i.e.
 - 14 weeks paid maternity, adoption and surrogacy leave may be extended to 28 weeks at half-pay.
 - one (1) week's paid spousal leave may be extended to two (2) weeks at half-pay.
- (b) An employee cannot take pre-natal, pre-adoption or pre-surrogacy leave on half-pay.
- (c) The employee may choose to combine a period of full and half-pay, but this option should be made before the commencement of the parental leave. The employer would not be expected to agree to any change in leave payments once leave has commenced unless the employee offers a substantial reason for the change.
- (d) The minimum period of parental leave on half-pay is two (2) calendar weeks (irrespective of the rate of pay for the period). The leave may be taken in conjunction with long service leave and recreation leave, including at half-pay in accordance with the relevant Ministerial Directives.
- (e) Granting of the parental leave on a half-pay basis is subject to departmental convenience, however requests for leave should not be unreasonably refused.
- (f) Leave accrual: The period of the leave will be recognised as normal full-time or part-time service applying to the employee at the time of taking the leave, i.e. increments and accrual of sick leave, recreation leave and long service leave will remain at the normal entitlement for the period of parental leave at half-pay for employees working full-time and at the relevant proportional rate for employees working part-time.

- (g) Leave debit: Periods of parental leave at half-pay will be debited on a full-time equivalent basis e.g. maternity, adoption or surrogacy leave at half-pay for a period of 28 weeks will attract a debit of 14 weeks from full pay credits; half-pay spousal leave for a period of two (2) weeks will attract a debit of 1 week from full pay credits.
- (h) Locality allowance: For those employees with an entitlement under the Award, this allowance will be paid on a proportionate basis for the period of the leave i.e. half the normal entitlement.
- (i) Public holidays falling within a period of parental leave taken at half-pay: Public holidays falling within periods of half-pay are paid for at the half-pay rate. Where a public holiday falls either at the beginning or at the end of a period of half paid leave, and is immediately preceded/followed by a period of unpaid leave, the public holiday shall be paid at the half-pay rate.

5. Promotion

- (a) An employee on paid or unpaid parental leave continues to maintain their rights to promotion as if they were on duty. An employee can apply for and succeed in being promoted and transferred as well as lodging appeals and grievances.
- (b) An employee cannot be denied promotion because they are unavailable to take up duty before the completion of paid or unpaid parental leave.

SIGNATORIES

Signed by the Deputy Commissioner of the Queensland Fire and Emergency Services:

Signature

Mark Roche
Date: 30 May 2017

In the presence of:

Signature

Michelle Swindells

Signed for and on behalf of
United Firefighters Union of Employees,
Queensland Branch:

Signature

Peter Chalmers
Date: 31 May 2017

In the presence of:

Signature

Anthony Cooke

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

Signature

R. Boniwell
31 May 2017

In the presence of:

Signature

Michelle Swindells

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

Signature

Alex Scott
31 May 2017

In the presence of:

Signature

Michael Thomas