#### QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016

Queensland Fire and Emergency Services Certified Agreement 2022

Matter No. B/2024/44

## **CASUAL LOADING GENERAL RULING 2024**

Reprint of Certified Agreement

Following the general ruling made by the Commission in the 2024 Casual Loading application, the *Queensland Fire and Emergency Services Certified Agreement 2022* is hereby reprinted, under s 980 of the *Industrial Relations Act 2016*.

I hereby certify that the Agreement contained herein is a true and correct copy of the *Queensland Fire and Emergency Services Certified Agreement 2022* as at 23 September 2024.

Name of agreement: Queensland Fire and Emergency

Services Certified Agreement 2022

**Operative date of the agreement reprint:** 23 September 2024

**Operative date of agreement:** 24 May 2023

By the Registrar

M. SHELLEY

19 November 2024

## QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016 (Qld) – s 193 – certification of an agreement

# State of Queensland (Queensland Fire and Emergency Services)

**AND** 

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

**Queensland Fire and Rescue – Senior Officers Union of Employees** 

**Together Queensland, Industrial Union of Employees** 

(Matter No. CB/2023/45)

**Queensland Fire and Emergency Services Certified Agreement 2022** 

## **Certificate of Approval**

On 24 May 2023, the Commission certified the **attached** written agreement in accordance with section 193 of the *Industrial Relations Act 2016* (Qld):

Name of Agreement: QUEENSLAND FIRE AND EMERGENCY SERVICES

**CERTIFIED AGREEMENT 2022** 

Parties to the Agreement:

• State of Queensland (Queensland Fire and Emergency Services)

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

 Queensland Fire and Rescue – Senior Officers Union of Employees

• Together Queensland, Industrial Union of Employees

**Operative Date:** 24 May 2023

Nominal Expiry Date: 30 June 2025

**Previous Agreement:** Queensland Fire and Emergency Services Certified Agreement 2019

Termination Date of Previous Agreement:

24 May 2023

By the Commission

R. D. H. McLENNANIndustrial Commissioner24 May 2023

# QUEENSLAND FIRE AND EMERGENCY SERVICES CERTIFIED AGREEMENT 2022

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#### PART 1 – APPLICATION AND OPERATION

#### 1. Title

(1) This Certified Agreement will be known as the *Queensland Fire and Emergency Services Certified*Agreement 2022.

#### 2. Parties bound

- (1) This Certified Agreement is binding upon:
  - (a) Queensland Fire and Emergency Services (QFES); and
  - (b) Those unions of employees that are bound by the *Queensland Fire and Emergency Services*Employees Award State 2016; and
  - (c) Employees employed by QFES for whom rates of pay, conditions of employment and entitlements are provided for in this Certified Agreement.

#### 3. Date of operation

(1) This Certified Agreement will apply from the date of certification and shall have a nominal expiry date of 30 June 2025.

## 4. Relationship to Award

- (1) This Certified Agreement shall be read and interpreted in conjunction with the *Queensland Fire* and *Emergency Service Employees Award State 2016* as amended or varied from time to time.
- (2) 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.
- (3) 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. Previous industrial instrument terminated

(1) At the commencement of this Certified Agreement, the *Queensland Fire and Emergency Service*Certified Agreement 2019 will be terminated.

#### 6. Posting of Certified Agreement

(1) A copy of this Certified Agreement will be displayed in the workplace with convenient access to employees.

#### 7. **Definitions**

- (1) **Appropriate management representative** is the supervisor or line manager within the chain of command.
- (2) **Award** means the *Queensland Fire and Emergency Services Employees Award State 2016.*
- (3) **Certified Agreement** means this Certified Agreement, the *Queensland Fire and Emergency Services*Certified Agreement 2022.
- (4) **Classification** comprises a minimum salary rate plus a range of pay points through which employees may

- be eligible to progress. This may also be referred to as rank, level or classification level.
- (5) **Commission** means the Queensland Industrial Relations Commission.
- (6) **Commissioner** means the Commissioner of the QFES, appointed pursuant to section 5 of the *Fire and Emergency Services Act 1990*, or their delegate.
- (7) Continuous improvement means, to deliver better service, continuing to identify and meet the community needs, while providing secure and safe employment in accordance with the terms and conditions of this Certified Agreement.
- (8) **Delegated authority** is a power or function as delegated from the Commissioner to another officer.
- (9) **Employment location** is a grouping of work locations based upon geographical proximity, to which an employee is appointed.
- (10) **Functional role** is a role with a specific purpose, to which a Firefighter or Station Officer may be assigned, instead of, or in addition to, their on shift operational responsibilities.
- (11) **Live Fire Campus** is a work location where employees are rostered to provide recruits and other people training in actual firefighting techniques using controlled burns in a training environment, along with the administrative processes required to support the training.
- (12) **New Station Crewing Model** supports the Queensland government commitment to improve service delivery to all Queensland communities through an increase in the minimum crewing numbers in every employment location, providing for a new rostering system for crewing fire fighters and station officers at every work location.
- (13) **Operational requirement** is the service delivery requirement or emergency response imperative, required of QFES to meet its lawful obligations pursuant to the *Fire and Emergency Services Act 1990*.
- (14) **Operational Senior Officer** means an employee engaged at the rank of Inspector, Superintendent or Chief Superintendent in the Fire and Rescue Service or Rural Fire Service and does not include Senior Officers employed under the *Public Service Act 2008* and *Directive 02/21 (Senior Officers Employment Conditions)*.
- (15) **Pay points** are the levels of pay within a classification.
- (16) **Platoon** means a group of Firefighters and Station Officers assigned to a shift at a station.
- (17) **Policy** is a document affecting employment conditions and/or entitlements of employees.
- (18) **QFES** means the Queensland Fire and Emergency Services.
- (19) **Qualified First Class Firefighter** is a firefighter who has attained the necessary qualifications and has worked the minimum time period (36 months) set for the classification of First Class Firefighter or, the equivalent from a recognised jurisdiction.
- (20) **Substantive position** is the position to which the employee is tenured or permanently attached.
- (21) **Union** means a union bound by the Award.
- (22) **Union representative** is a person appointed by the relevant registered industrial organisation.
- (23) **Work location** is the location at which an employee is normally rostered to work, and can include but is not limited to an Operational Fire Station, day work office or Fire Communication Centre.

## 8. No further claims

(1) This Certified Agreement is in full and final settlement of all parties' claims for its duration except where provided for in this Certified Agreement. Unless specified otherwise, it is a term of this Certified Agreement that no party will pursue any further claims relating to wages or conditions of employment

- whether dealt with in this Certified Agreement or not.
- (2) This Certified Agreement covers all matters or claims that could otherwise be subject to protected industrial action. As such, any variation to any of the agreed entitlements that apply to employees covered by this Certified Agreement will be made by agreement between the parties.
- (3) Notwithstanding (2), it is agreed that the following changes may be made to rights and entitlements of employees covered by this Certified Agreement during the life of the agreement:
  - (a) General Rulings and Statements of Policy issued by the Commission that provide conditions that are not less favourable than current conditions;
  - (b) Any improvements in conditions determined on a whole-of-government basis; and
  - (c) The outcomes of "the Independent Review into the future operations, structure and sustainability of QFES", (commenced August 2021).
- (4) Unless inconsistent with the terms of this Certified Agreement, the entitlement of employees covered by this Certified Agreement as contained in awards, agreements, deeds, human resources policies, procedures and any related QFES state, regional or local documents, and any government Directives or Determinations effective at the date of certification, will not be reduced for the life of this Certified Agreement.
- (5) Wage increases arising from State Wage Case Decisions are to be absorbed into the wage increases provided by this Certified Agreement.
- (6) It is a term of this Certified Agreement that no employee will receive a base rate of pay that is less than the corresponding base rate of pay in the Award.

#### 9. Allowance variation arrangements

- (1) Allowances at Schedule 2(1) are varied annually by the State Wage Case Decision and General Rulings.
- (2) Allowances at Schedule 2(2) are varied annually in accordance with clause 20.

#### 10. Aims and objectives

- (1) This Certified Agreement reflects the commitment of all parties to create a modern department capable of anticipating and responding to future community and operational needs, through commitment to continuous improvement without compromising either employment security or conditions.
- (2) In working cooperatively towards this goal, the parties acknowledge the critical role the department and its employees play 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:
  - (a) enhance community safety and prevention, including working with the community on planning and mitigation activities in relation to hazards;
  - (b) be strategic in how QFES can operate into the future;
  - (c) commit to health, safety and wellbeing of employees;
  - (d) develop the capabilities of its employees with the necessary training and development activities, so they can competently undertake their roles;
  - (e) meet service capabilities including prevention and preparedness, response and recovery;
  - (f) develop its existing and future leaders to have modern, strategic and inclusive leadership skills; and
  - (g) contribute to the national, state and local emergency service policy agenda.

#### 11. Equity, diversity and inclusion

- (1) QFES respects and values the diversity of our employees and is committed to preventing and eliminating discrimination. QFES will foster and promote the principles of equity, diversity, and inclusion in our workplaces.
- (2) This agreement provides for remuneration based on classification levels related to skills required to perform the role so that a female employee doing the same work as a male employee will receive equal remuneration.

#### PART 2 - CONSULTATION, COMPLAINTS MANAGEMENT AND GRIEVANCE PROCEDURES

#### 12. Consultation

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

## 13. Dispute resolution – Certified Agreement matters

- (1) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Certified Agreement by measures based on the provision of information and explanation, consultation, cooperation and negotiation.
- (2) Subject to legislation, while the dispute procedure is being followed normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (3) There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- (4) In the event of any disagreement between the parties as to the interpretation or implementation of this Certified Agreement, the following procedures shall apply:
  - (a) the matter is to be discussed by the employee's union representative and/or the employee(s) concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
  - (b) if the matter is not resolved as per (4)(a), it shall be referred by the union representative and/or the employee(s) to the appropriate management representative who shall arrange a conference of the relevant parties to discuss the matter. This process should not extend beyond 7 days;

- (c) if the matter remains unresolved it may be referred to the Commissioner for discussion and appropriate action. This process should not exceed 14 days;
- (d) if the matter is not resolved then it may be referred by either party to the Commission.
- (5) Nothing contained in this procedure shall prevent a union or the employer from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

#### 14. Dispute resolution – other than Certified Agreement matters

- (1) The objectives of this procedure are to promote the prompt resolution of grievances by consultation, cooperation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.
- (2) The following procedure applies to all industrial matters within the meaning of the *Industrial Relations Act* 2016:
  - (a) Stage 1: In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to solve the grievance. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1.
  - (b) Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's union representative during the course of Stage 2.
  - (c) Stage 3: If the grievance remains unresolved, the manager will advise the Commissioner and the aggrieved employee may submit the matter in writing to the Commissioner if such employee wishes to pursue the matter further. If desired by either party the matter shall also be notified to the relevant union.
- (3) The Commissioner shall ensure that:
  - (a) The aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and
  - (b) The grievance shall be investigated in a thorough, fair and impartial manner.
- (4) The Commissioner may appoint another person to investigate the grievance. The Commissioner may consult with the relevant union in appointing an investigator. The appointed person shall be other than the employee's supervisor or manager.
- (5) If the matter is notified to the union, the investigator shall consult with the union during the course of the investigation. The Commissioner shall advise the employee initiating the grievance, such employee's union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.
- (6) The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:
  - (a) Stage 1: discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond 7 days.
  - (b) Stage 2: not to exceed 7 days.
  - (c) Stage 3: not to exceed 14 days.
- (7) If the grievance is not settled the matter may be referred to the Commission by the employee or the union.

- (8) Subject to legislation, while the grievance procedure is being followed normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (9) Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3 in (2)(c).

## 15. Commitment to procedural fairness and natural justice

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

#### 16. Employee records

(1) QFES will manage all employee records in accordance with any relevant Public Service Directive, Regulation or Act, as amended from time to time.

#### 17. Consultative Committees

- (1) Agency consultative committee (ACC):
  - (a) QFES and all unions covered by this Certified Agreement will continue to arrange a combined bimonthly Operational Senior Officers' ACC meeting and ensure that appropriate representation is convened. This committee will discuss issues pursuant to terms of reference, industrial matters and work-related concerns relevant to senior officer employees who are covered by more than one union.
- (2) Union consultative committees:
  - (a) QFES and each union covered by this Certified Agreement will continue to arrange individual bimonthly union consultative committees with each union and ensure that appropriate representation is convened. Committees will discuss issues pursuant to the terms of reference, industrial matters and work-related concerns specific to individual members and specific groups of workers for whom the relevant party maintains sole coverage. Any matters raised in these forums with Senior Officer cohort implications will be referred to the ACC for consideration of all parties.
- (3) Regional consultative committees:
  - (a) Regional Assistant Commissioners and relevant unions will continue to arrange local consultative committees.
- (4) Delegate attendance:
  - (a) Where workplace delegates as union nominees participate in ACC meetings the following conditions apply:
    - (i) when nominees are on duty, they will not lose any pay as a result of travelling to or attending the meeting; and
    - (ii) when nominees are off duty, they will be paid as if they were working normal hours for the time involved in travelling to and attending the meeting.

#### 18. Workplace health and safety

- (1) 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.
- (2) 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.
- (3) QFES and the unions commit to engagement and consultation as a part of the framework for continuous improvement of the management of health and safety risks through facilitating election of Workplace Health and Safety Representatives (WHSR) and establishing and maintaining workplace health and safety committees.

#### 19. Union representation

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

#### PART 3 – CONDITIONS OF EMPLOYMENT (GENERAL)

#### 20. Wage increases

- (1) The following wage increases are to apply to wages and allowances other than those specified at clause 9(1) of this Certified Agreement:
  - (a) 4% as from 1 July 2022; and
  - (b) 4% as from 1 July 2023; and
  - (c) 3% as from 1 July 2024.

#### 21. Cost of Living Adjustment (COLA)

(1) This Certified Agreement provides for an annual COLA payment in accordance with Schedule 7.

#### 22. QFES Operational Adjustment

(1) All employees covered by this Certified Agreement who are rostered to fulfil QFES operational requirements pursuant to the *Fire and Emergency Services Act 1990*, are to receive an annual service

- operational adjustment each calendar year (or pro-rata for the part of the year where they were employed by QFES and rostered to a role fulfilling operational requirements).
- (2) The adjustment is calculated as 17.5% of 2.5 x 'normal fortnightly pay' of each individual employee at 1 December each calendar year.
- (3) The payment is to be paid in first pay cycle in December of each year.
- (4) For the purposes of this clause "normal fortnightly pay" is the total pay an employee is entitled to receive in a pay period, inclusive of the relevant base rate and all allowances that are applicable to the employee's circumstances in the relevant fortnight.

## 23. Occupational superannuation

- (1) Subject to Commonwealth legislation and (2), the employer must comply with superannuation arrangements prescribed in the *Superannuation (State Public Sector) Act 1990* (and associated Deed, Notice and Regulation).
- (2) Where Commonwealth legislation provides for choice of fund rights to an employee subject to this Certified Agreement, and an employee fails to elect which superannuation fund to which employer contributions are directed, the employer will direct contributions to the appropriate fund prescribed in the abovementioned Queensland legislation.

#### 24. Salary sacrifice

- (1) Salary packaging is available and employees are permitted to sacrifice up to the maximum amount of salary to superannuation as is permitted by Commonwealth Superannuation Guarantee Legislation.
- (2) The following principles apply for employees that avail themselves of salary packaging:
  - (a) as part of the salary package arrangements, the costs for administering the package, including fringe benefits tax, are met by the participating employee;
  - (b) there will be no additional increase in superannuation costs or to fringe benefit payments made by the employer;
  - (c) increases or variations in taxation are to be passed to employees as part of their salary package;
  - (d) employees must provide to the employer evidence of independent financial advice prior to taking up a salary package;
  - (e) any additional administrative and fringe benefit tax costs are to be met by the employee;
  - (f) 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
  - (g) the employee's salary for superannuation purposes and severance and termination payments will be the gross salary which the employee would receive if not taking part in flexible remuneration packaging.

#### 25. Employment security and permanent employment

- (1) 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.
- (2) 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.

## 26. New technology

- (1) 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.
- (2) 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.

#### 27. Wellness

- (1) QFES commits to providing employees with access to a voluntary wellness program.
- (2) The wellness program is aimed at improving physical wellbeing and health through diet, exercise, hydration and healthy habits. The program may be promoted through:
  - (a) wellness campaigns and seminars;
  - (b) on shift wellness time;
  - (c) health and fitness profiles;
  - (d) individual/group exercise.

#### 28. Flexible annual leave options

- (1) To balance work and family life the following provisions are available, subject to operational requirements and financial considerations:
  - (a) Purchased leave:
    - (i) Purchased leave is special leave without salary.
    - (ii) Employees may apply to purchase a period of leave from one to six weeks within a 12-month period, to be funded through fortnightly deductions to their base salary over a nominated period of time.
    - (iii) A full and reasonable assessment of operational requirements should be conducted when considering any applications for purchased leave. Issues to consider might include (but are not limited to) reorganisation of work arrangements, impact upon service delivery and reasonable notice of the intended timing of the leave.
    - (iv) Applications will not be unreasonably refused. If an application is not approved and the employee believes that QFES's reasons for refusing to approve the application are unreasonable, the employee may commence a dispute in accordance with clause 13. If requested, QFES must provide the employee with the reasons for the refusal in writing, including an explanation of any prohibitive operational requirements, if relevant.
  - (b) Half pay annual leave:
    - (i) Employees of QFES may apply for half pay annual leave.
    - (ii) Employees may elect to take their annual leave at half pay, subject to the discretion of the delegated authority, taking into account operational requirements.
    - (iii) The period of the half pay annual leave will be recognised as normal full-time or part-time service applying to the employee at the time of taking the leave. That is, increments and the accrual of sick, recreation and long service leave will remain at the normal entitlement for

the period of half pay annual leave for employees working full-time and at the relevant proportional rate for employees working part-time.

## 29. Long service leave

- (1) Long service leave, including for casual employees, is provided for in the Award and the *Industrial Relations Act 2016*. These provisions are supplemented by (2-4).
- (2) Access to pro rata long service leave after seven years' service:
  - (a) 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 s95(3 & 4) of the *Industrial Relations Act 2016*.
  - (b) 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.
  - (c) The minimum period of long service leave that may be taken at any one time is one (1) calendar week.
- (3) Long service leave at half pay:
  - (a) An employee may request and 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.
  - (b) Granting of the leave is subject to departmental convenience. However, requests for leave should not be unreasonably refused.
- (4) Payout of long service leave after ten years of service:
  - (a) 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.
  - (b) The Queensland Industrial Relations Commission may order payment of this leave if they are satisfied that the payment should be made:
    - (i) on compassionate grounds; or
    - (ii) on the grounds of financial hardship.
  - (c) QFES will not oppose a reasonable application to the Queensland Industrial Relations Commission.
  - (d) 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.

## 30. Illness during annual leave and long service leave

- (1) 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.
- (2) Illness whilst on paid leave:
  - (a) 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:

- the employee submits a written application supported by a medical certificate issued by a registered medical practitioner to the Assistant Commissioner; and
- (ii) the period of illness is more than three (3) working days; and
- (iii) the employee advises the employer of their illness prior to returning from the approved leave.
- (b) Paid sick leave is not available to an employee on unpaid leave.

#### 31. Payment of wages for annual leave

- (1) 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.
- (2) 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.

## 32. Emergent leave

- (1) An employee may be granted leave that is reasonably required for an emergency situation or on compassionate grounds. Additional leave for emergent purposes will be available to all employees as a matter of policy on the following basis:
  - (a) a maximum of three (3) shifts/days per year (non-cumulative); and
  - (b) sick leave either side of emergent leave is to be supported by a medical certificate; and
  - (c) the leave is to be approved by the delegated authority.

#### 33. Living in the Field Allowance (LIFA)

- (1) When an employee is required to live in the field, they will be paid a rolled-up allowance in lieu of the living in the field, on call and incidental allowances.
- (2) LIFA will be paid at the following rate:
  - (a) For all interstate and intrastate operational requirements \$175 per day.
  - (b) For all international operational requirements \$200 per day.
  - (c) The monetary allowance provided for at (a) and (b) is adjusted on the same date and in the same manner as the wages at clause 20 of this Certified Agreement.
- (3) A person will be eligible for LIFA if, when undertaking any work duties, any one or more of the following applies to their living in the field arrangements:
  - (a) Accommodation large open dormitory (e.g., school dormitory where people are coming and going).
  - (b) Accommodation in a tent or on floor.
  - (c) No proper bed sleeping on a camp cot or equivalent.
  - (d) Hot bedding i.e., bed used between shifts.
  - (e) Bedding not supplied (sleeping bag is not considered bedding).
  - (f) No lockable door (limited or no security).
  - (g) Nil or limited personal hygiene facilities/toilet facilities (camp conditions, porta-loo, etc.).
  - (h) No running water.
  - (i) No power.
  - (j) No electric lighting (torch required).
  - (k) Ration pack provided as only meal option for any meal within each 24-hour period of living in the

field.

- (l) Mechanical ventilation (which may be air conditioning, heating or another form of ventilation) is not provided or is not functioning.
- (m) Accommodation in a room or setting where more than the number of people the room provides for are required to stay in the room (for example, a motel room for two people is used to provide accommodation for more than two people).
- (n) Accommodation is affected by conditions that do not normally exist when employees are being accommodated by their employer (for example: smoke, heavy rain or strong wind).
- (4) The list at (3) is not exhaustive, and any other conditions that impact on living arrangements must be taken into account.

## 34. Deployment conditions

- (1) Deployment conditions for Firefighters, Station Officers, Fire Communications Officers (FCO) and Fire Communications Supervisors (FCS) are set out in clause 33 and Schedule 4 of this Certified Agreement.
- (2) Deployment conditions for Operational Senior Officers (OSO), Building Approval Officers (BAO) and Fire Communications Managers (FCM) are set out in clause 33 and Part 9 of this Certified Agreement.
- (3) Deployment conditions for Rural Fire Service Officers (RFSO) are set out in clause 33 and Part 10 of this Certified Agreement.

## 35. Disaster Assistance Response Team allowance

- (1) This clause provides for a daily rolled up in-field allowance for employees participating in Disaster Assistance Response Team (DART) exercises.
- (2) DART exercises occur from time to time to specifically test or exercise the mobilisation, movement and operations in-field, as approved by the Deputy Commissioner.
- (3) Where DART exercises require employees to live in-field, the conditions for employees will be the same as the deployment conditions relevant to the specific classification (refer to clause 33, Schedule 4, Part 9, Part 10).

#### 36. Work to be done during the life of this Certified Agreement

- (1) This clause lists the policies and initiatives to be developed during the life of this Certified Agreement.

  The Terms of Reference and content for each policy or initiative are to be developed through consultation.
- (2) The parties will work collaboratively to develop the following policies and initiatives:
  - (a) Fire Communication Centre employee fatigue management policy.
  - (b) Employer initiated transfers policy.
  - (c) A comprehensive bullying and harassment prevention policy.
  - (d) Ill health transfer policy.
  - (e) Performance management policy.
  - (f) Firefighters and Station Officers fatigue management policy.
  - (g) Rural Fire Service (RFS) Professional Development Framework policy.
  - (h) Proactive absenteeism management policy.
  - (i) Fire and Rescue Service (FRS) Operational Senior Officers management of commercial activities:
    - (i) To commence within 12 months of certification of this Certified Agreement, and to be

implemented within the life of this Certified Agreement, QFES, Queensland Fire and Rescue – Senior Officers Union of Employees (SOU) and other interested parties will jointly action an agreed policy regarding the identification and management of the impacts of commercial activities on OSO roles within QFES.

- (j) Operational Senior Officers work life balance:
  - (i) Within 12 months of certification of this Certified Agreement QFES and SOU and other interested parties will jointly develop and implement an agreed policy that provides genuine flexible work arrangements enabling OSOs to balance work, family, and personal responsibilities.
- (k) Strategic workforce planning policy:
  - (i) The parties commit to developing a Strategic Workforce Planning Policy for FRS OSOs with agreed content within the first 12 months of the date of certification and implementation to occur within the following 12 months of this Certified Agreement and will include but not be limited to:
    - A. FRS OSO vacancy and absence management.
    - B. Skills, knowledge, and expertise required to achieve FRS strategic objectives.
    - C. Full-time OSO functions.
    - D. OSO span of control (e.g. station ratio to Area Commanders).
    - E. OSO support, including administrative support.
- (l) Rural, regional or remote employment attraction and retention of employees:
  - (i) The parties to this Certified Agreement commit and agree to:
    - A. Reviewing the existing rural, regional or remote employment attraction and retention provisions applicable to employees, within 6 months of certification of this agreement; and
    - B. Identifying opportunities to improve those provisions and to developing and implementing improved attraction retention provisions within 12 months of certification of this agreement.
- (m) Operational Senior Officers' mental health and wellbeing working group:
  - (i) The parties commit to establish an OSOs' mental health and wellbeing working group, to:
    - A. Undertake a review and develop agreed content within the first 6 months of the date of certification; and
    - B. Implement agreed recommendations within 12 months of certification of this agreement.
- (n) Operational Senior Officer Professional Development Allowance (see clause 92).
- (o) Fire Communication Centre Structural Review (see clause 95).
- (p) Building Approval Officer Review (see clause 78).
- (q) New Station Crewing Model (see clause 44).
- (r) Fire Station Roster Principles (see clause 45).
- (s) Fire Communications Roster Principles Review (see clause 95).
- (3) When requested, policy and initiative development and implementation will be reported to Agency,
  Union and Regional Consultative Committees, as agenda items and progress reports.
- (4) The parties may rely upon the consultation and dispute resolution processes as contained within this

- Certified Agreement with regard to development and implementation of the above policies and initiatives.
- (5) Agreement between the parties on the above policies and initiatives will not be unreasonably withheld by any party.

#### 37. Work Value Reviews

- (1) During the life of this Certified Agreement, QFES agrees to engage an external work value assessment (Job Evaluation Management System (JEMS) or similar) in consultation with the relevant parties for the following roles:
  - (a) Officer Development Unit roles
  - (b) Safety Assessment Officers
  - (c) Building Approval Officers
  - (d) Road Crash Rescue Instructors
  - (e) Air Operations roles
  - (f) RPAS (drone) Operators
  - (g) Kilo Appliance crew roles
  - (h) Fire Communications Specialist Operational Service Unit roles
  - (i) Fire Communications Managers
  - (j) Communications Training and Development Unit roles
  - (k) Regional Manager RFS (to commence within 6 months of certification)
  - (l) Compliance Officer RFS (to commence within 12 months of certification)
- (2) The Terms of Reference for each of the work value reviews will be completed in consultation with the relevant union(s) within 90 days of certification of this Certified Agreement.
- (3) The work value reports received will be provided to the affected employees and the relevant union(s) and reviewed by the parties within three months of them being received.
- (4) If any of the recommendations from any assessment include reduction in any employee entitlement or condition of employment, those recommendations will be deemed to have no effect.

#### PART 4 - FIREFIGHTERS AND STATION OFFICERS

#### 38. Hours of work and rosters

- (1) Firefighters and Station Officers will perform work according to one of the following four rosters:
  - (a) Continuous shift roster;
  - (b) 7-day station roster;
  - (c) 5-day station roster;
  - (d) Day work roster.
- (2) The 10/14 continuous shift roster will remain in place as the recognised shift roster for continuous shift workers. The continuous shift roster operates as per the Award.
- (3) 7-day station shift roster:
  - (a) The 7-day station roster is applied where there is a requirement for a station to be staffed by permanent Firefighters and Station Officers during the day only.
  - (b) The 7-day station roster cycle consists of seven (7) tours, worked over an eight (8) week period. A tour consists of four (4) consecutive day shifts, followed by four (4) consecutive days off.

- (c) A station may work day shifts of either 11 hours or 12 hours in duration.
- (d) Where a 7-day station roster consists of 11-hour day shifts, each platoon will work one (1) additional day shift per roster cycle. The working of the additional shifts will result in two (2) double- platoon days over the course of each roster cycle. Double-platoon days should be utilised for training purposes.
- (e) Full-time employees on the 7-day station roster will be paid for 40 ordinary hours per week.
- (f) Employees who are employed on the 7-day station roster are entitled to the same overtime rates, public holiday entitlements, annual leave, accrued leave and additional leave as employees on the continuous shift roster.

#### (4) 5-day station shift roster:

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

#### (5) Day work roster:

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

#### 39. Day worker call back (other than from on call) in another role on a public holiday

- (1) This clause provides specifically for the circumstance where an employee is:
  - (a) rostered to day work in accordance with the provisions of clause 38(5), and
  - (b) is not required to work in their day work role on their projected roster due to the public holiday, and
  - (c) performs a call back shift in any role on any roster other than that which they are ordinarily rostered to perform.
    - (i) Example: A station officer working in a community safety day work role performs a day shift on a public holiday at an operational fire station.

- (2) The employee shall be paid:
  - (a) for the ordinary hours the employee would normally have worked on their day work projected roster if that day had not been a public holiday; and
  - (b) double the overtime rate prescribed in clause 18.3(a)(ii) of the Award.
  - (c) Award clause 18.8(a) and (b) (call back other than from on call) will also apply.

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

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

#### 41. Rotating leave roster

- (1) At the date of certification, the rotating leave roster is in effect for all employees who are employed on either the continuous shift roster or the 7-day shift roster, with the exception of those appointed to the Mount Isa employment location.
- (2) Refer to Schedule 5 for the rotating leave roster.

## 42. Firefighter training (time performing operational response duty)

- (1) Prior to attaining the classification of First Class Firefighter, an employee must:
  - (a) Successfully complete the annual QStep training program requirements, and
  - (b) Work a minimum of 1038 hours (exclusive of any paid leave period), at the fourth class Firefighter subclassification, rostered on shift with a platoon at an operational fire station responding to emergency call outs in fire appliance position 1, 2 or 3 as required.
  - (c) Work a minimum of 1500 hours (exclusive of any paid leave period), at each of the third and second class Firefighter subclassifications, rostered on shift with a platoon at an operational fire station responding to emergency call outs in fire appliance position 1, 2 or 3 as required.

## 43. Firefighter recruitment - commitment to identifying opportunities for service enhancement

- (1) In recognition of the increase in firefighter Recruit numbers by 357 in the period between the 2020/21 and 2024/25 financial years parties to this agreement will work together to ensure the following recruitment occurs (in addition to attrition replacement recruiting) during the life of this agreement:
  - (a) 2022-2023 98
  - (b) 2023-2024 52
  - (c) 2024-2025-52
- (2) Whilst the additional recruit numbers at (1)(a-c) are approximate and subject to change, the commitment to increase the total firefighting recruitment by 357 prior to 1 July 2025 allows for some flexibility in the timing of that recruitment. Variation to the numbers at (1)(a-c) requires consultation between the parties.

- (3) The parties to this agreement commit to working together to identify further opportunities to enhance FRS service delivery across Queensland, taking into account factors including the following:
  - (a) fluctuations in population; growth, density and movements; and
  - (b) existing and emerging risks including those related to the frequency and intensity of natural and man-made disasters; and
  - frontline service delivery capacity as determined by operational service requirements including response times; and
  - (d) training and development requirements and opportunities.

## 44. New Station Crewing Model (NSCM) and cessation of sick leave counts

- (1) The parties to this Certified Agreement will agree on and implement a new station crewing model by 30 June 2025.
- (2) From the date of commencement of a NSCM the *QFES Policy D3.4 TSW Manage Rostering* (*Crewing/Staffing Levels*) will be replaced by (3).
- (3) A new policy that:
  - (a) Facilitates the operation of the NSCM, utilising the new Roster Principles policy provided for at clause 45, and
  - (b) Facilitates the maximum opportunity for crewing of 1+3 on permanently crewed operational alpha appliances in every work location, and
  - (c) Facilitates the opportunity for crewing of other permanently crewed appliances at any work location.
- (4) From 1 July 2025 (or before, if the NSCM is agreed and implemented), exhaustion of a nominal sick leave allocation will no longer be used as a reason for dropping alpha crewing from 1+3 to 1+2.

## 45. Roster principles

- (1) The parties to this Certified Agreement commit during the life of this Certified Agreement to developing an agreed set of roster principles for 10/14, 7-day and 5-day work locations (fire stations) to provide consistent application across all regions of rostering processes.
- (2) The proposed roster principles will align with the implementation of a NSCM following completion of recruitment in accordance with the 357 additional firefighters being recruited, resulting in the NSCM at work locations.
- (3) It is the intention of the parties that the roster principles will be fully implemented at the conclusion of the roll-out of the NSCM crewing numbers. This does not prevent aspects of the roster principles that are agreed between the parties being implemented as and when required during the life of this Certified Agreement.

## 46. Reserve rosters

- (1) 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.
- (2) Reserve rosters will comprise reserve shifts after compilation of the main rosters.
- (3) Reserve shifts may be deployed to the main roster to meet operational requirements as determined by QFES.
- (4) The reserve roster will be mainly comprised of permanent full-time and permanent part-time employees.
- (5) 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:

- (a) Firefighters at the rank of First Class Firefighter or above, may be engaged on the reserve roster on a casual basis.
- (b) 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.
- (c) Casual engagements may be used to meet short term, temporary or intermittent needs as identified within the reserve roster.
- (d) Casual employees will be paid on an hourly basis plus a 25% loading. The hourly rate is based on the following formula: (base rate + weekend shift allowance + night shift allowance) x  $1.25 \div 76$ .
- (e) 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.
- (f) 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.
- (g) The base rate for calculating overtime will not include the weekend and shift allowances but will include the 25% casual loading.
- (h) Overtime worked on a public holiday will be paid at double the overtime rate for all hours worked with no shift penalties or casual loading.
- (i) 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.
- (j) Casual employees are not entitled to be paid any of the following allowances:
  - (i) on call allowances
  - (ii) divisional or locality allowances
- (k) 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.
- (l) 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.
- (6) In establishing a reserve roster, first consideration should be given to the placement of staff who volunteer to be part of the reserve roster.
- (7) Unless otherwise requested by an employee and approved, staff are not to be allocated to a reserve roster on a long-term basis. As vacancies arise in situations within the region or area, first preference should be given to staff on the reserve roster, after considering any compassionate transfer requests. Permanent full-time Firefighters will not be transferred to the reserve roster without their consent.
- (8) 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.

#### 47. Reserve roster variations

- (1) 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.
- (2) 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.
- (3) 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.
- (4) No overtime will be incurred for employee-initiated roster variations.
- (5) An employee who "owes" a shift is not eligible to accept an overtime shift until the replacement shift has been worked.
- (6) 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.

#### 48. Part-time employment

- (1) Firefighters at the rank of First Class Firefighter or above may be engaged on a part-time basis.
- (2) 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.
- (3) The following conditions shall be applicable to approved part-time work:
  - (a) The work cycle of a part-time employee shall be determined by QFES.
  - (b) The spread of ordinary hours for a part-time employee shall be the same as those prescribed for a full-time employee.
  - (c) Part-time employees must be appointed to a guaranteed minimum number of hours to be worked over each roster cycle.
  - (d) Part-time employees will be paid for those minimum hours per fortnight with any overrun of hours on a shift, or pay cycle to be paid at overtime rates.
  - (e) 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.
  - (f) 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.
  - (g) The additional hours so worked shall be taken into account in the pro rata calculation of all entitlements.
  - (h) Part-time employees shall be eligible for payment of overtime in circumstances where a full-time employee is eligible for such overtime.
  - (i) 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.
- (j) 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.

## 49. Temporary employment

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

#### 50. Rest and recline

- (1) Employees rostered to a station operating a continuous shift roster are to be available for all duties for the duration of their shift.
- (2) Notwithstanding that availability, employees shall be permitted to rest and recline between the hours of 2200 and 0600 when no work is required to be performed.

## 51. Organisational shift swaps

- (1) Organisational shift swaps are ways to access periods of time off outside rostered leave blocks.
- (2) An organisational shift swap is an agreed arrangement between an employee and QFES providing for the exchange of a shift or shifts in accordance with the relevant policy.
- (3) Refer to the policy regarding organisational shift swaps for information on this entitlement.

#### 52. Peer to peer shift swaps

- (1) A peer-to-peer shift swap occurs when an employee agrees to swap a shift or shifts with another employee.
- (2) Refer to the peer-to-peer shift swap policy for information on this entitlement.

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

- (1) TOIL shall apply to time worked in excess of rostered shifts at the employee's election.
- (2) TOIL accrues at the relevant overtime rates and must be taken within either eight (8) weeks of its accrual or within a roster cycle.
- (3) TOIL is calculated in 15-minute intervals and cannot be accrued beyond the limit of 14 hours.
- (4) 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.
- (5) Untaken TOIL will be paid out, 12 months from date of accrual.

## 54. Change of roster from the continuous shift roster

- (1) When an employee is required to undertake a short term move from the continuous shift roster to any other roster as directed by QFES, and the actual hours worked are less than their projected continuous shift roster for the period during the removal, there shall be:
  - (a) no negative hours recorded; and

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

## 55. Annual leave when acting as an Operational Senior Officer

(1) When an employee undertakes a temporary relieving period as an OSO 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.

#### 56. Movement to day work roles

- (1) 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.
- (2) Unless mutually agreed otherwise, employees will not be moved to day work roles where residential relocation would be required.

## 57. Progression through pay points whilst on higher duties

- (1) Higher duties pay point progression is as follows:
  - (a) 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.
  - (b) Subject to satisfactory performance and upon completion of any necessary qualifications and training requirements, the employee should move through the pay point levels within the higher classification until the relieving ceases and the employee reverts to their substantive level.
- (2) Maintaining pay point for subsequent periods of higher duties:
  - (a) Where an employee has moved to the next pay point as a result of extended higher duties, such pay point will continue to apply for all subsequent periods of higher duties until such time as there is a break of 12 months in the performance of higher duties.
- (3) Payment of annual leave at higher duties rates:
  - (a) Pursuant to the *Industrial Relations Act 2016*, an employee who is performing higher duties immediately preceding a period of annual leave shall continue to be paid the higher duties rate for the period of annual leave.

#### 58. Performance of higher duties for less than one full shift

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

## 59. Leading Firefighters

(1) "Leading Firefighter" is a classification available to Firefighters who possess the relevant Station Officer qualifications and are awaiting promotion to Station Officer. There will be a limit of one hundred (100) employees across QFES progressing to this classification at any one time, with positions allocated on a

- region-by-region basis.
- (2) Employees at the Leading Firefighter classification are eligible for higher duties when undertaking relieving at the Station Officer classification when directed to do one (1) shift or more. QFES will not rotate higher duties arrangements in order to evade these higher duties payments.
- (3) This will provide encouragement for employees to undertake relevant training and will promote career pathing. It will also allow for the recognition and utilisation of employees who hold appropriate skills and are awaiting promotion, and will ensure that the skills possessed by employees are adequately recognised.

## 60. Night shift allowance

- (1) The 15% night shift allowance will be paid in accordance with the formula:
  - (a) 16.33 hours (average night shift hours per week) x 15% = 2.45 hours
  - (b)  $2.45 \text{ hours} \div 38 = 6.45\% \text{ of base rate}$

#### 61. Weekend shift allowance

- (1) The weekend shift allowance will be paid in accordance with the following formula:
  - (a) Average hours worked on weekends is 9 hours.
  - (b) Based on an average of 42 hours per week, the proportion is:
    - (i)  $9 \times 40 \div 42 = 8.5714 \text{ hours}$
    - (ii) Percentage of week =  $8.5714 \div 40 = 21.43\%$  of base rate

#### 62. 38-Hour week allowance

- (1) 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.
- (2) The allowance is paid fortnightly and is calculated as follows:
  - (a) The employees' 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.
- (3) The 38-hour week allowance is payable on all forms of leave.

#### 63. 38-hour week allowance superannuated

- (1) QFES will provide a contribution at the approved government rate of the employee's 38-hour week allowance to the employee's nominated superannuation account.
- (2) The contribution arrangements will comply with superannuation arrangements prescribed in the *Superannuation (State Public Sector) Act 1990* (and associated Deed, Notice and Regulation).

#### 64. Averaged standardised wage rates (Firefighters and Station Officers)

- (1) All employees receive an averaged standardised wage each fortnight based on the requirements of the 10/14 continuous shift roster, which necessitates employees to work a fixed variation of the number of hours per fortnight, including a combination of nights and weekends, where the variation in hours worked is balanced out across each 8-week cycle of the roster.
- (2) Notwithstanding Schedule 7, clause 1(2), when calculating any COLA amount provided for at clause 21 of

- this Certified Agreement, the 'base wage' application to these classifications is the averaged standardised wage rate prescribed at (1) above.
- (3) The averaged standardised wage at (1) is paid without deduction and paid on all forms of leave including annual leave in lieu of 17.5% leave loading.

## 65. Fight Fire Fascination, Road Attitudes and Action Planning and Youth/Restorative Justice Programs

- (1) When an employee is required to travel on a day that is not a day or shift on their projected roster, to present or participate in:
  - (a) a Fight Fire Fascination program (FFF), and/or
  - (b) a Road Attitudes and Action Planning (RAAP) program presentation, and/or
  - (c) a youth justice and/or restorative justice program,
  - they will be paid at single time of the hourly base rate of a SO1 PP1 for time spent travelling up to a maximum of eight (8) hours payment for travel time in any day.
- (2) When a employee is presenting participating in these programs, or undertaking other peripheral activities associated with the programs, they will be reimbursed at 2 x SO1 PP1 (base rate) per hour worked.
- (3) Peripheral activities include preparation and development of program presentations, and other administrative/essential work (including training and mentoring other Firefighters or Station Officers regarding these programs) specifically related to the program. For the entitlement relating to paid travel time, refer to clause 74.
- (4) The payments at (1), (2) and (3) are for when these activities are undertaken on Firefighters' or Station Officers' rostered days off.

#### 66. Special flexibility allowance

- (1) A special flexibility allowance will be paid to non-shift work Station Officers working in the following functional roles:
  - (a) Safety Assessment Officers;
  - (b) Community Liaison Officers;
  - (c) BA/Safety Equipment Officers (excluding officers in receipt of the BA/HAZMAT allowance);
  - (d) Workplace Health and Safety Officers;
  - (e) Training/Support Officers;
  - (f) Data Support Officers;
  - (g) Roster Officers;
  - (h) Building Approval Officers;
  - (i) Planning Officers;
  - (j) Equipment Officers;
  - (k) Regional Development Officers;
  - (l) Officers rostered to 501T; and
  - (m) Other positions as determined by the Commissioner from time to time.
- (2) This allowance will be paid at the rate of 2.5% calculated on the base rate of pay for normal hours worked. This allowance compensates for the flexibility required for operational day staff.

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

- (1) Employees in receipt of the 2.5% special flexibility allowance will be paid at single time for the first two hours of overtime in each pay period.
- (2) Notwithstanding (1), in circumstances where the first continuous period of overtime in a pay period exceeds two (2) hours, the third hour will be paid at the rate of time and one half, and at the rate of double time thereafter.
- (3) For the remainder of the pay period the rate for all overtime is time and one half for the first three (3) hours and double time thereafter worked out on a daily basis.
- (4) Notwithstanding (1), (2) and (3), overtime worked on a Sunday is to be paid for at the rate of double time.
- (5) 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.
- (6) Employees in receipt of the 2.5% special flexibility allowance who are directed to work overtime in a position other than their usual position (to which the special flexibility allowance accrues), will be paid the appropriate overtime rate for all time worked.

#### 68. Aerial appliance allowance

- (1) The allowances at (2) will be paid to Firefighters who have attained and committed to maintain the competency to operate any type of telescopic aerial pumper and/or aerial appliance, including during any period(s) where a Firefighter is acting as a Station Officer.
- (2) Allowances:
  - (a) appliances less than 25 metres \$9.89 per week.
  - (b) appliances 25 metres and above \$50.07 per week.
- (3) Allowances will be varied in accordance with clause 9(1).
- (4) Firefighters who are appointed as a substantive Station Officer will no longer be paid the allowance.

#### 69. Rescue Technician stream

- (1) The rescue technician qualification recognises the additional skills and qualifications held by Firefighters and Station Officers trained in advanced rescue competencies.
- (2) The Rescue Technician stream is available to Firefighters and Station Officers who possess and maintain the required skills, qualifications and physical assessment requirements.
- (3) Employees wishing to be considered for a position within the rescue technician stream will be required to participate in the recruitment and selection process provided for in the Rescue Technician Procedure.
- (4) 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.
- (5) There will be four (4) levels within the stream as follows:
  - (a) 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).
  - (b) Leading qualified with attainment of Level II Confined, Level II Trench, Level II Vertical, Level II Swiftwater and Category II USAR.

- (c) Senior qualified with attainment of Level II Confined, Level II Trench, Level II Vertical and Level II Swiftwater.
- (d) Operator qualified with attainment of Swiftwater Operator Level.
- (6) Employees engaged in the Rescue Technician stream will be required, if offered, to attain and maintain additional skills as provided for in the table below:

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

- (7) This is not an exhaustive list and is subject to change in accordance with (1).
- (8) The formula for the calculation of additional remuneration for the creation of the rescue technician stream is the difference between the average standardised wage rate for a Firefighter Building Approval Officer Level 1 and the average standardised wage rate for a Leading Firefighter.
- (9) The remuneration is calculated on a percentage of the formula at a rate of:
  - (a) 100% for Instructor \$352.86 per fortnight
  - (b) 80% for Leading \$282.29 per fortnight
  - (c) 60% for Senior \$211.72 per fortnight
  - (d) 30% for Operator \$105.86 per fortnight
- (10) 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.
- (11) 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.
- (12) 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.
- (13) Subject to (15), suspension of payment for Rescue Technician qualifications will occur in the following circumstances:
  - 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;
  - (b) failure to meet the training and skills maintenance requirements;

- (c) breach of any of the conditions and/or requirements as set out in the Rescue Technician Procedure.
- (14) Subject to (15), cessation of payment for Rescue Technician qualifications will occur in the following circumstances:
  - (a) a Rescue Technician is deemed unable or no longer able to meet the training and skills maintenance requirements;
  - (b) continued breach or failure to rectify a breach of the conditions and/or requirements as set out in the Rescue Technician Procedure.

## (15) Retention of instructor allowance:

- (a) An officer who has all the necessary qualifications at the Instructor level of technical rescue and has previously held swift water qualifications but can no longer maintain the swift water skills may make application to the relevant Assistant Commissioner, who may seek advice from the Technical Rescue Unit Manager, for approval to be paid the allowance.
- (b) 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.
- (c) The Assistant Commissioner will also determine the commencement date and cessation date of the payment of the allowance.

## 70. Fire Investigation Officers

- (1) This clause provides for the Fire Investigation Officers allowance eligibility criteria.
- (2) A maximum of 60 people are to be registered Fire Investigation Officers state-wide at any one time.
- (3) Allowances will be varied in accordance with clause 9(2).
- (4) From 2020, a requirement for all new Fire Investigators is the successful progression towards an Advanced Diploma, Public Safety, Fire Investigation (or equivalent) within a maximum five-year period is a requirement to receive the allowance.
- (5) Fire Investigation Officers will receive the allowance in progressive way according to the following course completion stages:

Number of subjects to be completed	State Fire	Regional Fire
*note Advanced Diploma of Public Safety, Fire	Investigation Officer	Investigation Officer
Investigation as at date of certification consists of	Allowance progression	Allowance progression
15 subjects		
Level 3 - 1 subject completed	\$93.49	\$93.49
(PUAFIR501)		
Level 2 - 8 subjects completed	\$261.40	\$204.91
Level 1 - 15 subjects completed	\$429.31	\$316.33

- (6) Notwithstanding (1-5), Fire Investigation Officers must also fulfil the following eligibility criteria to receive the allowance:
  - (a) Fire Investigation Officers must be added to the active Fire Investigation Officer register.
  - (b) Fire Investigation Officers must actively participate on their associated regional on call roster.

- (c) Fire Investigation Officers must maintain their competency by completing relevant qualifications:
  - (i) Completing four (4) fire investigations in a two (2) year cycle;
  - (ii) Completing four (4) distance competency maintenance modules; and
  - (iii) Attending at least one (1) state fire investigation training workshop per year.
- (d) Fire Investigation Officers must be available on their regional Fire Investigation Officer roster except when on approved leave or undertaking higher duties as an OSO, or at the discretion of the regional Assistant Commissioner.
- (e) Fire Investigation Officers in the Brisbane employment location will be required to complete a minimum of three (3) months of day work within a two-year period at the State Fire Investigations Unit.
- (7) The parties agree to a 5-year trial, commencing at the date of certification, of admission to the Fire Investigation training program by Firefighters who are substantive Senior Firefighter PP4 at the time of application to the program.

#### 71. BA Hazmat allowance

- (1) The four (4) BA Hazmat levels are:
  - (a) Specialist,
  - (b) Leading,
  - (c) Technician,
  - (d) Operator.
- (2) The following amounts will be applied for the associated levels:
  - (a) Level 1 'Specialist' \$374.68 per fortnight
  - (b) Level 2 'Leading' \$299.74 per fortnight
  - (c) Level 3 'Technician' \$226.05 per fortnight
  - (d) Level 4 'Operator' continue to receive the 2.5% special flexibility allowance, as per clause 66.
- (3) Refer to BA Hazmat policy for the BA Hazmat conditions.

## 72. Live Fire Campus (LFC) Allowance

(1) On commencement of this Certified Agreement, the following allowances will be paid to employees working at the LFC:

Level	Description	Allowance	Amount payable per-	Amount payable for per-
Level		%	fortnight	shift rate
Entry	Staff / Fuel Controller	50%	\$168.00	\$16.80
Level 1	Safety Officer	75%	\$252.00	\$25.20
Level 2	Instructor	90%	\$302.40	\$30.24
Level 3	Instructor / Assessor	95%	\$320.00	\$32.00
Level 4	Not Applicable			
Level 5	Site Supervisor	100%	\$336.00	\$33.60

(2) The rates in this table are payable to all employees rostered to work their ordinary hours or to work

overtime shifts on a per-shift rate at the LFC in addition to any other allowance that employee is entitled to.

- (3) The following conditions must be met for an employee to receive the allowance:
  - (a) Employees must be rostered to work their ordinary hours at the LFC to receive the relevant fortnightly allowance.
  - (b) Employees must be called to work overtime shifts to receive the relevant per-shift allowance.
  - (c) Employees in receipt of the allowance must actively participate in training if that training is made available.
  - (d) Employees must hold the qualifications relevant to the level at (1) to receive the allowance applicable, or be enrolled in training, to obtain those qualifications, and be unable to obtain them through no fault of their own, or be unable to enrol in the relevant training through no fault of their own.
  - (e) Employees must be available to perform the duties required of each level whilst rostered to LFC.
  - (f) When an employee is rostered to work their ordinary hours and commences work at the LFC and they do not hold any of the relevant qualifications, entry level training (BA Controller) will be made available to the employee within 90 days of their rostered ordinary hours at LFC commencing. Both the employer and the employee will work together to assist the employee achieve the required level of competency within that timeframe.

## 73. Station Officers and professional development

- (1) The parties recognise the benefits from OSOs meeting with Station Officers as a collective group to undertake professional development.
- (2) Therefore, on request, Station Officers will attend a maximum of two (2) professional development days per calendar year on their normal rostered days off.
- (3) 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.
- (4) 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.

#### 74. Paid travel time for mandatory and promotion related training

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

progression within QFES ranks.

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

#### 75. Recruit Instructor allowance

- (1) To encourage suitably qualified Station Officers to use their knowledge and operational experience to develop Recruits, a Recruit Instructor allowance will be payable at the rate of 7.5% of the Station Officer 1 pay point 2 (SO1 PP2) remuneration, payable when performing training on recruit courses.
- (2) 'Performing training' is any direct instruction of a recruit during a 16-week recruit course (e.g., at QCESA or Townsville Facilities).
- (3) Recruit Instructor allowance will be payable to an employee who is performing training for one tour or more.
- (4) This allowance is not payable for an employee performing training whilst being paid overtime or on higher duties.
- (5) For the entitlement relating to paid travel time for training, refer to clause 74.

## 76. Payment for Firefighters instructing training

- (1) Where a First Class Firefighter, Senior Firefighter or Leading Firefighter is required to instruct training, they will be paid higher duties for the time spent preparing, administering and delivering the training at the rate of Station Officer 1 pay point 1 (SO1 PP1).
- (2) For the entitlement relating to paid travel time for training, refer to clause 74.

## 77. Movement within employment locations

- (1) This clause relates to all employer-initiated movements between work locations within an employment location.
- (2) An employee may be rostered to work at any work location within their employment location.
- (3) Where QFES requires an employee to relocate work locations (either on a permanent or temporary basis), the employee must be fairly chosen in consideration of:
  - (a) The skill sets required (e.g. shortages in specialist positions will be filled by appropriately qualified employees);
  - (b) The residential and personal circumstances of the employee; and
  - (c) Where more than one suitable employee (based upon (a) and (b)) is available, each of the suitable employee's preferences may also be taken into account.
- (4) Where QFES requires an employee to work from a new work location for a duration longer than one (1)

- tour, and the employee raises individual circumstances about the change, QFES commits to duly consider those circumstances.
- (5) In as far as they do not conflict with (1-4), all other regional arrangements relating to the movement of employees within employment locations will remain in effect.

#### PART 5 - BUILDING APPROVAL OFFICERS

#### 78. Building Approval Officers – Review

- (1) The parties to this Certified Agreement commit to a full review of the roles and functions of BAOs to be completed during the life of this agreement.
- (2) The BAO review will include a JEMS of all existing BAO roles and functions.
- (3) The Terms of Reference for the review will be developed in consultation between QFES, BAOs and the UFUQ and will be completed within 90 days of the date of certification of this Certified Agreement. The review will commence as per the agreed starting date within the Terms of Reference.
- (4) The review is to be completed with any implementation of post-review roles and functions to commence 1 July 2025, unless the parties to this Certified Agreement agree that a particular matter (or all matters) can be implemented prior to that date.
- (5) The parties to this Certified Agreement agree that the outcomes of the BAO review will result in the following matters being inserted into a future Certified Agreement:
  - (a) an agreed resolution of the future for all BAO classifications in all BAO roles in all QFES regions, including aligning roles, duties and functions of BAOs and establishment of a new BAO classification progression; and
  - (b) the BAO function being transferred from a classification to an allowance, and that Part 5 of the Certified Agreement will be deleted and relevant clauses within that Part will be transferred into Part 4 of the next Certified Agreement.
- (6) The parties to this Certified Agreement agree that any outcomes of the review of the BAO roles and functions will not result in any reduction in remuneration of any BAO that is performing their role at commencement of this Certified Agreement.

#### 79. Building Approval Officers conditions

- (1) During the period of the review required by clause 78 of this Certified Agreement the following terms and conditions will continue to apply to BAO roles:
  - (a) No changes to roles and functions of BAO's will occur in any region, beyond those agreed for implementation at clause 78(6); and
  - (b) All terms and conditions of employment that exist at certification of this Certified Agreement will remain in place until 30 June 2025, or until the parties to the review agree to implement individual outcomes that change terms and conditions of employment.

#### 80. Averaged standardised wage rates (Building Approval Officer)

- (1) BAOs are paid an averaged standardised wage each fortnight that includes an averaged wage adjustment of 20%. This averaged wage adjustment recognises BAOs are available to be rostered on call for an average of one week in four, as specified in clause 81, and for duties commensurate with the skills possessed.
- (2) Notwithstanding Schedule 7, clause 1(2), when calculating any COLA amount provided for at clause 21 of

this Certified Agreement, the 'base wage' application to these classifications is the average standardised wage rate prescribed at (1). Calculating any COLA amount provided for at clause 21 of this Certified Agreement, the 'base wage' application to BAOs is averaged standardised wage at (1).

(3) BAOs are also paid the 2.5% special flexibility allowance.

#### 81. On call arrangements and non-standard hours of work

- (1) BAOs 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).
- (2) The implementation of on call arrangements for BAOs 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.
- (3) BAOs 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.

#### 82. On call over the Christmas/New Year period

(1) Those BAOs required to be on call over the Christmas/New Year compulsory closure circular, as published by the Office of Industrial Relations, will not be debited annual leave for this period.

#### 83. Time off in lieu of overtime

- (1) BAOs and their managers will ensure that BAOs have access to their time off in lieu (TOIL) balance within 12 months of accruing such TOIL.
- (2) BAOs who are unable to access their TOIL balance within 12 months of accruing the TOIL will retain the balance until such time as the TOIL is taken.

#### PART 6 - OPERATIONAL SENIOR OFFICERS

#### 84. Movement within employment locations – Operational Senior Officers

- (1) Notwithstanding the provisions of Part 7 of the Award, this clause relates to all employer-initiated movements between work locations within an employment location.
- (2) An OSO may be rostered to work at any work location within their employment location.
- (3) Where QFES requires an OSO to relocate work locations (either on a permanent or temporary basis), the employee must be fairly chosen in consideration of:
  - (a) The skill sets required (e.g., shortages in specialist positions will be filled by appropriately qualified employees);
  - (b) The residential and personal circumstances of the employee; and
  - (c) Where more than one suitable employee (based upon (a & b)) is available, each of the suitable employee's preferences may also be taken into account.
- (4) Where QFES requires an OSO to work from a new work location for a duration longer than one (1) week, and the employee raises individual circumstances about the change, QFES commits to duly consider those circumstances.
- (5) The list of work locations and employment locations is contained in the QFES Employment Locations policy.
- (6) In as far as they do not conflict with (1-5), all other regional arrangements relating to the movement of

#### 85. Rostered hours of duty for Operational Senior Officers

- (1) This Certified Agreement clause varies the provisions of QFES Award clause 15.2, except for the reference in 15.2(b) to the application of QFES Award clauses 15.1(b)(iv & vii) and 15.1(d). For variations to the QFES Award clause 15.2 applicable to Duty Manager Operations' (DMOs), refer to clause 94 of this Certified Agreement.
- (2) For the purposes of this clause, a week is 0000 Monday to 2400 Sunday.
- (3) An OSOs ordinary rostered hours of duty are 38 hours per week, averaging 7.6hrs per day.
- (4) Where a 40-hour week is worked refer to clause 89 for accrual of Programmed Days Off (PDOs).
- (5) The span of ordinary hours of duty for OSOs in any week is 06:00 22:00 Monday to Friday. Any time where an OSO is directed to work outside of this span of hours will be remunerated at single time TOIL.
- (6) OSOs will be provided a minimum of 8 hours break between the finish of duty on one day and the commencement of ordinary hours of duty on the following day, provided that planned hours should seek to ensure a minimum of 10 hours break between rostered hours.
- OSOs that respond out of hours and conclude their duty between 2200 and 0600 hours are entitled to 8 consecutive hours break from the time of finishing duty, without any loss of pay. If the required 8-hour break proceeds past 1400 hours, then the remaining hours of work for that day are forfeited with no penalty to the individual, and a disengagement naturally ensues.
- (8) Where the OSO is instructed to continue or resume work without receiving 8 consecutive hours off duty, the OSO shall be authorised to continue accruing single time TOIL for the further period(s) of work, until the OSO is released from duty for 8 consecutive hours, without loss of pay for any period of ordinary time that occurs during such absence.
- (9) An OSO who is not on call, and who is recalled, to perform work after completing their ordinary working planned hours within the span of ordinary hours is entitled to (for a recall other than a public holiday) TOIL, with a minimum payment of two hours single time TOIL from the initial contact.
- OSOs can self-manage ordinary rostered hours to be worked on any day, in accordance with (11) below. The additional hours self-managed by an OSO must occur within the span of ordinary hours at (5). Any time an OSO is directed to work outside those self-managed hours in any day will be remunerated at single time TOIL.
- (11) An OSO is to self-manage the responsibilities of their role within their 38 ordinary rostered hours each week in consultation with their manager, including consideration of the following:
  - (a) planned activities;
  - (b) capacity to perform additional work due to emergent/unplanned activities;
  - (c) capacity to engage with internal and external stakeholders;
  - (d) ensuring start and finish times are within the span of ordinary hours prescribed; and
  - (e) PDO accrual in accordance with clause 89.

#### 86. Time off in lieu of overtime – when on call

- (1) The provisions in this clause take precedence over any inconsistency within clause 18.11 of the Award.
- (2) OSOs who are on call are eligible for TOIL, in accordance with the provisions of clause 18.11 of the Award and this clause.
- OSOs will be required to provide out of hours response through an on call roster. OSOs 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 rostering and management of on call arrangements will occur in consultation with the OSO's manager.
- (4) Those OSOs required to be on call during the period prescribed by the Christmas/New Year compulsory closure circular, as published by the Office of Industrial Relations, will not be debited annual leave for this period.
- (5) Notwithstanding the Award provisions regarding remuneration for work performed on a public holiday, an OSO who is required to be on call for any period(s) on a public holiday (provided for in the *Holidays Act* 1983) is to receive 8 hours TOIL.
- (6) An OSO on call who is required to perform duties without the need to leave the OSO's place of residence and/or without the need to physically respond to another location is entitled to single time TOIL with a minimum of two hour's TOIL for each time the employee performs such duties. If the OSO is required to again perform duties within that two-hour period, no further minimum payment will apply.
- (7) OSOs 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. The allowance will be calculated in accordance with the following scale:
  - (a) where the OSO is on call throughout the whole of a rostered day off, scheduled day off, or public holiday: 95% of one hour's pay in respect of such instances;
  - (b) where an OSO is on call during the night only of a rostered day off, scheduled day off, or public holiday: 60% of one hour's pay per night; and
  - (c) where an OSO is on call on any other night: 47.5% of one hour's pay per night.
- (8) Recall time is to be calculated from the time of initial contact to the time of release including all associated travel.

#### 87. Accessing TOIL

- (1) TOIL balance will endure until it is taken at single time or paid out.
- (2) OSOs who do not access their TOIL balances via the required accrual and debiting processes within six (6) months of accrual, may choose to have their TOIL balance paid out at single time at the end of each six (6) month period.
- (3) If an OSO chooses to have their TOIL balance paid out, this will be done on or by the 31st of December and 30th June each year.
- (4) Any accrued TOIL balances will be paid out at formal separation from employment.
- (5) Applications to have TOIL paid out are to be made through the chain of command to the Assistant Commissioner, with details of the TOIL accrued.

#### 88. Annual leave

- (1) An employee in this part, unless otherwise prescribed, shall be entitled to 190 hours annual leave.
- (2) All other provisions within clause 19.1(b) of the Award pertinent to annual leave for employees within the FRS will remain.

#### 89. Programmed Day Off (PDO)

- (1) Inspectors, Superintendents and Chief Superintendents who are currently working a 38-hour week may elect 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.
- (2) Where an OSO has not accessed a PDO in a month, it may be rolled over to the next month.
- (3) A maximum of ten (10) PDOs can be accrued at any one time.
- (4) The accrued PDOs are to be taken at an agreed time and on approval of the officer's manager.
- (5) Where ten (10) PDO's are to be taken consecutively or in conjunction with other leave, no replacement costs are to be incurred.
- (6) There will be no cash equivalent paid in lieu of PDO's.

#### 90. Operational Senior Officers on call

- (1) OSOs rostered on call are to ensure their availability for emergency 'on call' arrangements related to incident command, control, coordination and/or to assess and report on Fire Service effectiveness in terms of their area of expertise.
- (2) On call OSOs are to only be rostered to a single role responsibility and not to be rostered to different rosters at any one time.
- (3) Where a QFES initiated change in roster is required, the OSO will receive a minimum of three (3) weeks break from on call prior to commencing a different roster.

#### 91. History of Senior Officers

- (1) In 1996 Senior Officers received the Senior Officers Flexibility Allowance of 15.7%. This percentage bought out overtime, shift work, call back, on call allowances, and leave loading.
- (2) 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.
- (3) The Senior Officer flexibility allowance increased to 20% over the life of the *Queensland Fire and Rescue Service Enterprise Partnership Certified Agreement 2003*.
- (4) 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.
- (5) Further amendments occurred during award modernisation process of 2016.

#### 92. Operational Senior Officer Professional Development Allowance (OSOPDA)

- (1) The parties agree that providing a professional development allowance to OSOs is beneficial to both the employer and employees.
- (2) The parties committed, in 2016 to developing and implementing a OSOPDA policy for OSOs, to provide access to a professional development allowance by 30 June 2017.
- (3) The Professional Development allowance will be indexed at 3.5% of the Superintendent base wage (low pay point), for each year of this Certified Agreement.
- (4) The current OSOPDA and associated QFES documentation relating to OSOPDA requires practical adjustment and it is therefore agreed that it will be rescinded and removed to be replaced with a newly

- agreed policy and QFES documentation to be promulgated and implemented for access by OSOs within one (1) month of the certification of CA22.
- (5) The purpose of the agreed policy is to provide for an improved and efficient approval and payment process for the OSOPDA.
- (6) Agreement between the parties' development and implementation of the above policy will not be unreasonably withheld by any party.

#### 93. Pay point progression – Operational Senior Officers

- (1) QFES values OSOs and their commitment to lead QFES through the changing operational environment, and provide leadership and management skills, knowledge and experience to support officers in delivering an effective service to the community.
- (2) OSO rank structure is inclusive of 2 pay points at each classification as follows:

Inspector	Pay point Low
Inspector	Pay point High
Superintendent	Pay point Low
Supermendent	Pay point High
Chief Superintendent	Pay point Low
Cinci Supermendent	Pay point High

- (3) Access to higher pay points only applies to substantively appointed officers not those acting on higher duties.
- (4) OSO progression to the higher pay point within the classification level is achieved after 12 months service at pay point Low.
- (5) Any OSO who has been at pay point Low for 12 months or more as at 1 July 2022 will progresses to pay point High for that classification.

# 94. Duty Manager Operations' ordinary hours of work, additional remuneration and leave entitlements

- (1) DMOs are to work a roster of ordinary hours over seven days each week either 10/14 (continuous shift work) or 4 x 12-hour days (shift work). Both rosters are across seven days of the week and align with the 8-week roster cycle.
- (2) In accordance with this clause, DMOs work and are to be compensated for an average 42 ordinary hours per week across the 8-week roster cycle.
  - (a) for the 39th and 40th hour each week, a '40-hour week adjustment payment' of 2 hours per week at ordinary time, and
  - (b) for the 41st and 42nd hour each week, accrual of an additional 112.3572 hours to be used by the DMO to access additional leave either in accordance with the rotating leave roster leave block provisions, or as self-managed accrued leave in consultation with their manager.
- (3) When a DMO undertakes a temporary relieving period as an Inspector or Superintendent they continue to receive the additional 112.3572 hours annual leave pro-rata, for up to three (3) months when relieving, so

that when they return to their substantive position it does not affect their rotating leave roster.

#### **PART 7 – FIRE COMMUNICATIONS**

#### 95. Fire Communications Centres - structural review

- (1) The parties to this Certified Agreement commit to a comprehensive review of the service delivery expectations, structure, functions and crewing of fire communications operations. The review is to be completed by 30 June 2025.
- (2) The review is to have an agreed Terms of Reference completed within 90 days of certification of this Certified Agreement. The Terms of Reference will establish the commencement date, process and other matters relating to the conduct of the review.
- (3) The Terms of Reference to the review is also to include the following matters for review:
  - (a) The service delivery expectations of QFES for Fire Communications Centres.
  - (b) The requirements of the FCM role, including development of a new role description, the qualifications required, pay structure, and any other matters that arise during the review. The FCM role review will include a JEMS evaluation.
  - (c) The requirements of the FCO and FCS roles, including development of new role descriptions, the qualifications required in accordance with the Communication Training and Professional Development Program (CTPDP), pay structure and any other matters that arise during the review.
  - (d) The workforce establishment numbers, mix of classifications and employment status of all employees working in Fire Communication Centres, and any other matters that arise during the review.
  - (e) A JEMS evaluation for each of the SOSU and CTDU roles and functions for consideration by the parties undertaking the review.
  - (f) The process of FCO recruit training and instruction of that training when recruits are undertaking supervised work in regional Fire Communication Centres.
  - (g) The fire communications roster principles policy.
- (4) The parties to this Certified Agreement are not bound by the outcomes of the processes required by this clause. However, all parties commit to identifying and implementing opportunities for improvement of the fire communications service delivery model structure, functions, and crewing during the life of this Certified Agreement.
- (5) Agreement between the parties on each outcome of the review will not be unreasonably withheld by any party

#### 96. Hours of work and rosters

- (1) FCOs and FCSs will perform work according to one of the following rosters:
  - (a) Continuous shift roster:
    - (i) The 10/14 continuous shift roster will remain in place as the recognised shift roster for continuous shift workers;
    - (ii) The continuous shift roster operates as per the Award;

(iii) For full-time employees, two (2) hours of the average of 42 hours is credited towards additional leave, to be taken as Z leave.

#### (b) Day work roster:

- (i) For employees who do not work on the continuous shift roster, the pattern of working hours shall be determined by the employer after consultation with the affected employee or employees and, where requested by the employee(s), their union representative;
- (ii) In most cases, employees on day work will be required to work from Monday to Friday each week, in day shifts of eight (8) hours. Full-time employees on day work will be paid for 40 ordinary hours per week;
- (iii) Employees on day work will be offered the opportunity to work flexible hours, provided the required hours of the full working week are achieved and operational requirements are met;
- (iv) Employees on a day work roster will accrue the same annual leave and Z leave as employees on the continuous shift roster;
- (v) Employees on the day work roster who undertake an overtime shift that forms part of the continuous shift roster will be paid the relevant continuous shift worker overtime rate of double time.

#### 97. Fire Communications Recruit training – span of ordinary hours variation

- (1) The parties to this Certified Agreement acknowledge the value in FCO Recruits experiencing the actual working conditions in a supported learning environment in a Regional Fire Communications Centre.
- (2) To ensure this, this Certified Agreement clause amends clause 15.3(b) of the Award, specifically for the purposes of allowing practical Regional Fire Communications Centre-based training to Recruits (a maximum total of 5 weeks in any recruit course).
- (3) The span of ordinary hours for the 5-week period where the recruit is placed in a Regional Fire Communications Centre is 0000 2400, where a Recruit can work no more than 10 ordinary hours on any shift on any day (between 0600 2000) or night (between 1700 0800).
- (4) During the 5-week period, for 4 of the weeks, Recruits will work either 5 x 8 or 4 x 10 ordinary hours per week. For 1 of the weeks, the recruits will work a 10/14 roster. On that week, Recruits will work 2 x 10-hour days and 2 x 14-hour nights. The ordinary hours work on any of these shifts remains 10 hours.
- (5) The span of ordinary hours in clause 15.3(b) of the Award continues to apply to the remainder of the Recruit's course.
- (6) Any time an FCO Recruit spends working outside of their maximum of 10 rostered ordinary hours provided for at (3) will be paid at the relevant overtime rate for FCOs working outside their ordinary hours.

#### 98. Fire Communication Managers hours of work

- (1) FCMs will perform work on a day work roster which consists of 40 ordinary hours per week. FCMs will continue to receive the 38-hour week allowance as compensation for the 2 additional hours per week they are required to work as ordinary hours.
- (2) An FCMs pattern of ordinary hours will be developed by agreement between the FCM and their manager, recognising the ordinary hours worked need flexibility with start and finish times to meet work responsibilities.

- (3) When an FCM works in their role outside of their agreed ordinary hours of work, the provisions of the Award clause 18.12 (Overtime and out of hours work Communications Managers) will apply.
- (4) When an FCM works in another role or on deployment, their hours of work and remuneration are in accordance with clause 126 (Deployment conditions for FCM's) of this Certified Agreement.

#### 99. Fire Communication Centre workload self-management

- (1) Where a Fire Communication Centre is operating with any type of shift where there are ordinary hours rostered between 22:00 06:00, the provisions of this clause are to apply.
- (2) FCOs and FCSs rostered to work in a Fire Communication Centre between the hours of 22:00 06:00, are able to self-manage their workload.
- (3) FCS or FCO self-management of workload must include consideration of:
  - ongoing and emergent workload in the Fire Communications Centre where they are rostered to work, and
  - (b) ongoing and emergent workload of other Fire Communication Centres, and
  - (c) can include self-managed time off-console.
- (4) Self-management of workload cannot be pre-planned, and must be considered at the commencement of, and then during, each shift where work is being performed between 22:00 06:00.
- (5) An individual's workload self-management must not result in any reduction in:
  - (a) completion of pre-planned work to be completed during a shift where work is being performed between 22:00 06:00, or
  - (b) any reduction in ongoing or emergent service delivery obligations at any Fire Communication Centre during any period where workload self-management is occurring.

#### 100. Debiting of annual leave

(1) In relation to annual leave, the parties agree that debiting is to remain as per current practices for the life of this Certified Agreement.

#### 101. Z leave – accrual and debiting

- (1) All full-time FCOs and FCSs who work according to the continuous shift roster are entitled to Z leave.
- (2) Temporary FCOs and FCSs are entitled to Z leave if they are remunerated for an average of 80 hours per fortnight (as applies to permanent full-time employees) rather than according to the actual hours worked in any week.
- (3) Part-time FCOs and FCSs are entitled to pro rata Z leave in accordance with clause 115 of this Certified Agreement.
- (4) Z leave accrues at a rate of two (2) hours per week and is debited on a 'time for time' basis (e.g., 10 hours for a day shift and 14 hours for a night shift).
- (5) An employee's Z leave accrual should not surpass 104 hours at any time. Where an employee accrues excessive Z leave (more than 104 hours), the following steps will be taken by QFES:
  - (a) In the first instance, QFES will consult with the employee regarding a suitable available time in the near future to take the excess Z leave;
  - (b) If no agreement can be reached during consultation, QFES may direct the employee to take a portion of their excess Z leave with two (2) weeks' notice.
- (6) Employees should provide at least two (2) weeks' notice in any application to access Z leave. QFES will

- not unreasonably refuse to grant an application for Z leave if circumstances prevent the employee from being able to provide two (2) weeks' notice.
- (7) QFES will not unreasonably refuse an application for Z leave if it can be reasonably accommodated within the relevant Fire Communications Centre roster.
- (8) Employees will retain the ability to access single days off as required.
- (9) If an employee is taking any leave period that combines annual leave and Z leave, and the leave period includes day shifts and night shifts, Z leave must be used for all night shifts in the intended leave period before it can be used for any day shifts in the leave period.

#### 102. Night shift allowance

- (1) The 15% night shift allowance will be paid in accordance with the formula:
  - (a) 16.33 hours (average night shift hours per week) x 15% = 2.45 hours; and
  - (b) 2.45 hours / 38 = 6.45% of base rate

#### 103. Weekend shift allowance

- (1) The weekend shift allowance will be paid in accordance with the following formula:
  - (a) Average hours worked on weekends is 9 hours.
  - (b) Based on an average of 42 hours per week, the proportion is:
    - (i)  $9 \times 40 / 42 = 8.5714$  hours
    - (ii) Percentage of week = 8.5714/40 = 21.43% of base rate.

#### 104. 38-hour week allowance

- (1) 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.
- (2) The allowance is paid fortnightly and is calculated as follows:
  - (a) 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.
- (3) The 38-hour week allowance is payable on all forms of leave.

#### 105. 38-hour week allowance superannuated

- (1) QFES will provide a contribution at the approved government rate of the employee's 38-hour week allowance to the employee's nominated superannuation account.
- (2) The contribution arrangements will comply with superannuation arrangements prescribed in the *Superannuation (State Public Sector) Act 1990* (and associated Deed, Notice and Regulation).

#### 106. Averaged standardised wage rates (Fire Communication Officers and Supervisors)

(1) All FCOs and FCSs receive an averaged standardised wage each fortnight based on the requirements of the 10/14 continuous shift roster, which necessitates employees to work a fixed variation of the number of hours per fortnight, including a combination of nights and weekends, where the variation in hours worked is balanced out across each 8-week cycle of the roster.

- (2) Notwithstanding Schedule 7, clause 1(2), when calculating any COLA amount provided for at clause 21 of this Certified Agreement, the 'base wage' application to these classifications is the average standardised wage rate prescribed at (1) above.
- (3) The averaged standardised wage at (1) is paid without deduction and paid on all forms of leave including annual leave in lieu of 17.5% leave loading.

#### 107. Meal allowances for Fire Communications Centre employees

- (1) Meal break provisions for Fire Communications Centre employees are contained in the Award.
- (2) Where an employee is unable to take, or is recalled to duty before the completion of, a meal break they shall be paid a meal allowance in accordance with Directive 02/18. Such allowance is to be adjusted from time to time in accordance with State Wage Case decisions of the Queensland Industrial Relations Commission.
- (3) Employees recalled to duty shall be allowed to complete the meal break once the interruption is over.

#### 108. Pay point progression for Fire Communications Officers

- (1) Recruit Level Fire Communications Officer 1 pay point 1 (FCO1-1) progress to Fire Communications Officer 1 pay point 2 after successful completion of Certificate III in Public Safety (Emergency Communications Centre Operations), followed by six (6) months' satisfactory performance.
- (2) Fire Communications Officer 1 pay point 2 (FCO1-2) progress to Fire Communications Officer 1 pay point 3 on successful completion of training and development, as outlined in the Communications Training Professional Development Program, and twelve (12) months' satisfactory performance at pay point 2.
- (3) Fire Communications Officer 1 pay point 3 (FCO1-3) progress to Fire Communications Officer 1 pay point 4 upon successful completion of training and development, as outlined in the Communications Training Professional Development Program, and twelve (12) months' satisfactory performance at pay point 3.
- (4) Fire Communications Officer 1 pay point 4 (FCO1-4) progress to Fire Communications Officer 1 pay point 5 at 12 months continuous service at FCO1-4.

#### 109. Pay point progression of Fire Communications Supervisors

- (1) Progression through Fire Communications Supervisor pay points is to be based on qualifications outlined in the Fire Communications Professional Development Program, and twelve (12) months' satisfactory performance at each level.
- (2) Eligibility for FCO2-5 is based on 12 months continuous service at FCO2-4.

#### 110. Progression through pay points whilst on higher duties

- (1) Higher duties pay point progression:
  - (a) 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.
  - (b) Subject to 12 months' satisfactory performance and upon completion of any necessary qualification and training requirements, the employee should move through the pay points within the higher classification until the relieving ceases and the employee reverts to their substantive level.
- (2) Maintaining pay point for subsequent periods of higher duties:
  - (a) Where an employee has moved to the next pay point as a result of extended higher duties, such pay

point will continue to apply for all subsequent periods of higher duties until such time as there is a break of 12 months in the performance of higher duties.

- (3) Payment of annual leave at higher duties rates:
  - (a) Pursuant to the *Industrial Relations Act 2016*, an employee who is performing higher duties immediately preceding a period of annual leave shall continue to be paid the higher duties rate for the period of annual leave.

#### 111. Fire Communications Supervisor positions

(1) All Fire Communication Centres will have an FCS rostered to each shift in each centre by 30 June 2025. This requires an additional 20 FTE to be allocated to Fire Communications during the life of this Certified Agreement.

#### 112. Fire Communications Manager positions

(1) All Fire Communications Manager positions are classified as FCM for the purposes of remuneration.

#### 113. Casual conversion

(1) The relevant Directive that relates to the conversion of casual employees to permanent employment will apply to FCOs as a term of this Certified Agreement.

#### 114. Temporary employment

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

#### 115. Part-time employment conditions

- (1) A part-time employee is an employee who:
  - is engaged to work a regular pattern of ordinary hours each fortnight which are less than the ordinary hours (i.e. 80 hours per fortnight average over an 8 week/320 hour roster) worked by an equivalent full-time employee; and
  - (b) receives, on a pro rata basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (2) The regular pattern of ordinary hours over the course of each 8-week roster cycle shall by default be 50% of the full-time regular pattern of work for a part-time employee. However, an employee and their manager may mutually agree to a regular pattern of ordinary hours over the course of each 8 week roster cycle of 25% of the full-time regular pattern of work or 75% of the full-time regular pattern of work, or any other arrangement to accommodate an employee's request for flexibility or the operational needs of the relevant Fire Communications Centre.
- (3) For the purposes of calculations in this clause, the following shall be used as descriptors for the percentages indicated:
  - (a) 25% = One shift per tour.

- (b) 50% = Two shifts per tour, made up of one day and one night per tour.
- (c) 75% = Three shifts per tour.
- (4) A part-time employee shall be rostered to work an equal number of day and night shifts reflective of the equivalent full-time regular pattern of work, where the percentage of shift aligns, or otherwise as mutually agreed.
- (5) A part-time employee shall be aligned to a shift on the continuous shift roster unless mutually agreed otherwise.
- (6) Prior to commencement of any part-time arrangement, an employee will enter into a written agreement with QFES which states the employee's percentage (%) of full-time regular pattern of work and outlines the agreed regular pattern of ordinary hours to be worked, including the shift they shall be aligned to, as negotiated between the employee and their manager with consideration of the needs of both the relevant Fire Communications Centre and the employee, including the availability of any regular and systematic work. Part-time arrangements shall be reviewed every 6 months.
- (7) A part-time employee shall be provided with a roster prescribing their agreed pattern of ordinary hours over the 8-week roster cycle, and the roster shall be published in advance with reasonable notice and in accordance with the Fire Communications Centre Roster Principles.
- (8) The spread of ordinary hours for a part-time employee shall be the same as those prescribed for a full-time employee under the Award.
- (9) A part-time employee may make themselves available or unavailable to work additional ordinary hours or overtime outside of their agreed regular pattern of ordinary hours. Notwithstanding anything within this clause, QFES maintains the right to direct any employee to work a reasonable amount of overtime where operationally required.
- (10) If a part-time employee's roster and/or shift is changed, the relevant provisions prescribed in the Roster Principles shall apply.
- (11) For each ordinary hour worked, a part-time employee shall be paid no less than 1/80th of the minimum fortnightly rate of pay for their classification where an equivalent full-time employee's ordinary hours of work are an average of 40 hours per week.
- (12) A part-time employee shall be paid wages in the same manner as an equivalent full-time employee who performs the same kind of work (i.e., agreed ordinary hours averaged over the 8-week cycle).
- (13) Part-time employees are eligible for payment of salary increments in accordance with clauses 108 and 109.
- (14) A part-time employee may work additional ordinary hours outside of their regular pattern of ordinary hours up to and including full-time equivalent (80) hours. The additional ordinary hours worked are also to be taken into account in the pro rata calculation of all entitlements.
- (15) Where more than 24 hours' notice is provided and a part-time employee works additional hours, all hours up to full-time equivalent (80) hours shall be paid at their ordinary rate. However, if additional hours become available which will result in less than 24 hours' notice being provided to an employee to fill the shift, normal shift replacement/call-back provisions shall apply in accordance with the Roster Principles.
- (16) All additional hours worked by a part-time employee before or after their rostered day or night shift starting or finishing times, and/or over full-time equivalent (80) hours shall be considered overtime and paid at the appropriate overtime rate prescribed in clause 18.3 of the Award.
- (17) Where additional hours are available, these hours will be offered to part-time employees in accordance with the relevant shift replacement/call-back provisions prescribed in the roster principles.

- (18) Part-time employees who have worked 80 or more hours in a fortnight shall be provided with the same access to overtime as full-time employees.
- (19) A part-time employee shall be paid a single time penalty when rostered off on a public holiday on the following proportionate basis:
  - (a) For a regular pattern of ordinary hours equivalent to 25% of the full-time regular pattern of work 2 hours.
  - (b) For a regular pattern of ordinary hours equivalent to 50% of the full-time regular pattern of work 4 hours.
  - (c) For a regular pattern of ordinary hours equivalent to 75% of the full-time regular pattern of work 6 hours.
- (20) A part-time employee shall accrue Z leave on the following proportionate basis:
  - (a) For a regular pattern of ordinary hours equivalent to 25% of the full-time regular pattern of work 1 hour per fortnight.
  - (b) For a regular pattern of ordinary hours equivalent to 50% of the full-time regular pattern of work 2 hours per fortnight.
  - (c) For a regular pattern of ordinary hours equivalent to 75% of the full-time regular pattern of work 3 hours per fortnight.
- (21) A part-time employee shall have access to both peer to peer and organisational shift swaps, in accordance with any such scheme implemented within a Fire Communications Centre.

#### 116. Organisational shift swaps

- (1) Organisational shift swaps and peer-to-peer shift swaps are ways to access periods of time off outside of annual leave.
- (2) An organisational shift swap is an agreed arrangement between an employee and QFES providing for the exchange of a shift or shifts in accordance with the relevant policy.

#### 117. Peer to peer shift swaps

(1) A peer-to-peer shift swap occurs when an employee agrees to swap a shift or shifts with another employee. Peer-to-peer shift swaps operate according to the agreed policy.

#### 118. Payment for Fire Communication Officers instructing training

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

#### 119. Paid travel time for mandatory and promotion related training

- (1) Employees (including instructors and trainers) who are required to travel to or from mandatory or promotion related training that is approved by QFES will be paid travel time.
- (2) Where an employee spends their own time travelling to or from mandatory or promotion related training, the excess travel time will be paid at the ordinary rate of single time.
- (3) Travel time is calculated to the nearest quarter of an hour, based on:

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

#### 120. Fire Communications Recruit Instructor allowance

- (1) To encourage suitably qualified FCSs to use their knowledge and operational experience to develop Recruits, a Fire Communications Recruit Instructor allowance will be payable at the rate of 7.5% of the Fire Communications Supervisor pay point 2 remuneration (FCO2-2), payable when performing training on recruit courses.
- (2) 'Performing training' is any direct instruction of a recruit during a recruit course (e.g., at QCESA or Townsville Facilities).
- (3) Recruit Instructor allowance will be payable to an employee who is performing training for one tour or more
- (4) This allowance is not payable for an employee performing training whilst being paid overtime or higher duties.
- (5) For the entitlement relating to paid travel time, refer to clause 119.

#### PART 8 – RURAL FIRE SERVICE

#### 121. Rostered hours of work

- (1) Rural Fire Service Officers Level 1 (RFSO1) and Rural Fire Service Officers Level 2 (RFSO2) positions are to be rostered on a 4-week cycle in order to achieve hours totaling 152 hours over the 4-week cycle, notwithstanding clause 15.1(c)(C & D) of the Award.
- (2) Any hours worked in excess of the 152 rostered hours over the 4-week cycle will incur overtime, or TOIL if the employee elects.

#### 122. Rural flexibility allowance

- (1) Rural Fire Service Officers Level 1 (RFSO1) 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).
- (2) Rural Fire Service Officers Level 2 (RFSO2) 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*.

#### 123. Bushfire investigators

- (1) Bushfire Investigators will receive \$89.38 per fortnight for all purposes to undertake Bushfire Investigations.
- (2) Those Bushfire Investigators must be available on an on call roster and maintain competency in accordance with the relevant QFES procedure at the time of certification to continue to receive the allowance.

#### 124. Annual leave balances

(1) RFSOs whose annual leave balances exceed more than two (2) years of entitlement will be expected to reduce their leave balance to the maximum period of accrual as negotiated with their manager.

#### 125. Rank appointment and pay point progression

- (1) The department will review all RFS role descriptions to determine the minimum skill or educational requirements for rank appointment.
- (2) Notwithstanding (1), employees in RFS will progress through pay points based on a minimum 12 months of satisfactory service and skillset in force at the time.

# PART 9 – DEPLOYMENT AND EXTRA ORDINARY DUTY HOURS (EODH) CONDITIONS FOR OPERATIONAL SENIOR OFFICERS, BUILDING APPROVAL OFFICERS AND FIRE COMMUNICATIONS MANAGERS

#### 126. Extra Ordinary Duty Hours (EODH)

- (1) EODH arrangements provided for in this Certified Agreement apply during pre-deployment or deployment of an OSO, BAO or FCM to a location to assist with a significant incident.
- (2) Activation of EODH can occur without a formal disaster declaration being made.
- (3) Approval for activation of the EODH arrangements provided for in this Certified Agreement will occur at the Assistant Commissioner level.
- (4) The definition of 'extra ordinary duty hours' is work performed above and beyond normal on call duties by OSOs, BAOs or FCMs in response to particular emergency response circumstances.
- (5) Examples include (but are not limited to):
  - (a) 24/7 operations beyond regional capacity;
  - (b) natural disasters such as floods, cyclone, earthquakes;
  - (c) state emergencies;

- (d) intrastate/interstate/international deployments;
- (e) taskforces;
- (f) major wildfire incidents;
- (g) state incident management team responsibilities; and
- (h) major events requiring QFES support.
- (6) OSOs, BAOs and FCMs engaged in extra ordinary duty hours will be paid as follows:
  - (a) Shift payments employees assigned EODH will be paid 14 hours ordinary time for each shift they are assigned to.
  - (b) If employees are assigned to EODH 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.
  - (c) In the case where the deployment falls on a gazetted public holiday, when the employee is not required to attend work, then 14 hours ordinary time will be paid in addition to normal pay.
  - (d) Employees called back from annual leave or long service leave for EODH 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 (b).
  - (e) Daily deployment allowance (when not living in the field). Employees who are required to be away from home overnight due to the nature of the deployment will be paid the applicable allowances for travelling, in accordance with the Award, the Domestic Travelling and Relieving Expenses and International Travelling, Relieving and Living Expenses Directives.
  - (f) Meals, travel and accommodation will be provided by QFES whilst deployed. Where this is impractical, the provisions of the relevant government Directive will apply. The provision of a quick snack, a ration pack or a piece of fruit is not classed as a meal for the purpose of claiming an allowance.
  - (g) Refer to clause 33 for Living In the Field Allowance provisions.
- (7) Employees that these conditions apply to shall be allowed 24 hours clear of duty upon returning home, or four days (4) from an extended deployment of 21 days or more, regardless of the roster and providing that they returned home immediately after the conclusion of the deployment.
- (8) Upon approval, EODH conditions prevail over any other lesser entitlements including when EODH duties are assigned to on call employees.

#### PART 10 – DEPLOYMENT CONDITIONS FOR RURAL FIRE SERVICE OFFICERS (RFSOs)

#### 127. Deployment conditions

- (1) Deployment is when officers are sent to locations to assist with a critical incident that may be of natural or man-made cause. These deployments may occur within a region, intrastate, interstate or internationally.
- (2) Examples of incidents include (but are not limited to):
  - (a) 24/7 operations beyond regional capacity;
  - (b) natural disasters such as floods, cyclone, earthquakes;
  - (c) state emergencies;
  - (d) taskforces;
  - (e) major wildfire incidents;

- (f) state incident management team responsibilities; and
- (g) major events requiring QFES support.
- (3) When an officer is deployed to an intrastate, interstate or international incident the provisions contained in this clause shall apply to the exclusion of any other provisions contained in this Certified Agreement or the Award.
- (4) Refer to clause 33 for Living In the Field Allowance provisions.
- (5) On call and incidental allowance,
  - (a) 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 1 pay point 1, whichever is the higher, and in accordance with the following scale:
  - (b) 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;
  - (c) 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
  - (d) where an employee is on call on any other night 47.5% of one hour's pay per night.
  - (e) For the purposes of this clause a "night" shall be deemed to consist of those hours falling between 1700 and 0800 or mainly between such hours.
- (6) Any overtime payable shall be in addition to the on call allowance.
- (7) 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.
- (8) Employees can claim an overnight incidental expense for each night of the deployment (refer to the relevant Directive).
- (9) 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.
- (10) The deployment tour of duty generally ranges from five (5) to seven (7) days duration, including:
  - (a) deployment (1 day);
  - (b) shifts in field plus rest and recline (3 to 5 days); and
  - (c) demobilisation (1 day).
- (11) All meals, travel and accommodation will be supplied by QFES, or if such arrangements are not supplied, then employees can claim expenses as per the relevant Directive.
- (12) Employees that these conditions apply to shall be allowed 24 hours clear of duty upon returning home, or four (4) days from an extended deployment of 21 days or more, regardless of the roster and providing that they returned home immediately after the conclusion of the deployment.

#### 128. Rostering arrangements

(a) Incident Controllers are to ensure they attempt to maximise the most effective use of officers whilst on deployment.

# Schedule 1 – Wages

# 1. Firefighters and Station Officers wages

Fi	refighters a	and Station (	Officers wag	es as from 1 J	July 2022		
Classification/pay point	Time *	Old base rate	4% 1- July-22	Weekend shift	Night Shift	38-Hour Week Allowance	Total f/n
Recruit	N/A	\$1,849.84	\$1,923.83	\$412.28	\$124.09	\$129.48	\$2,589.68
Firefighter PP1 (including temporary Firefighter)	1	\$2,173.57	\$2,260.51	\$484.43	\$145.80	\$152.14	\$3,042.88
Firefighter PP2	N/A	\$2,206.18	\$2,294.43	\$491.70	\$147.99	\$154.43	\$3,088.55
First Class Firefighter PP1	1	\$2,410.38	\$2,506.80	\$537.21	\$161.69	\$168.72	\$3,374.42
First Class Firefighter PP2	1	\$2,434.49	\$2,531.87	\$542.58	\$163.31	\$170.41	\$3,408.17
First Class Firefighter PP3	1	\$2,458.82	\$2,557.17	\$548.00	\$164.94	\$172.11	\$3,442.22
First Class Firefighter PP4	N/A	\$2,495.70	\$2,595.53	\$556.22	\$167.41	\$174.69	\$3,493.85
Senior Firefighter PP1	1	\$2,584.42	\$2,687.80	\$576.00	\$173.36	\$180.90	\$3,618.06
Senior Firefighter PP2	4	\$2,610.28	\$2,714.69	\$581.76	\$175.10	\$182.71	\$3,654.26
Senior Firefighter PP3	1	\$2,701.64	\$2,809.71	\$602.12	\$181.23	\$189.11	\$3,782.17
Senior Firefighter PP4	N/A	\$2,742.17	\$2,851.86	\$611.15	\$183.94	\$191.94	\$3,838.89
Leading Firefighter PP1	1	\$2,758.36	\$2,868.69	\$614.76	\$185.03	\$193.08	\$3,861.56
Leading Firefighter PP2	N/A	\$2,799.73	\$2,911.72	\$623.98	\$187.81	\$195.97	\$3,919.48
Station Officer 1 PP1	1	\$3,083.44	\$3,206.78	\$687.21	\$206.84	\$215.83	\$4,316.66
Station Officer 1 PP2	1	\$3,114.27	\$3,238.84	\$694.08	\$208.91	\$217.99	\$4,359.82
Station Officer 1 PP3	N/A	\$3,160.98	\$3,287.42	\$704.49	\$212.04	\$221.26	\$4,425.21
Station Officer 2 PP1	1	\$3,162.41	\$3,288.91	\$704.81	\$212.13	\$221.36	\$4,427.21
Station Officer 2 PP2	1	\$3,194.03	\$3,321.79	\$711.86	\$214.26	\$223.57	\$4,471.48
Station Officer 2 PP3	N/A	\$3,241.94	\$3,371.62	\$722.54	\$217.47	\$226.93	\$4,538.56
Station Officer 3 PP1	1	\$3,322.26	\$3,455.15	\$740.44	\$222.86	\$232.55	\$4,651.00
Station Officer 3 PP2	1	\$3,355.45	\$3,489.67	\$747.84	\$225.08	\$234.87	\$4,697.46
Station Officer 3 PP3	N/A	\$3,405.78	\$3,542.01	\$759.05	\$228.46	\$238.40	\$4,767.92

1	Firefighters	s and Station	Officers was	ges as from 1	July 2023		
Classification / pay point	Time *	Old base rate	4% 1- July-23	Weekend shift	Night Shift	38 Hour Week Allowance	Total f/n
Recruit	N/A	\$1,923.83	\$2,000.78	\$428.77	\$129.05	\$134.66	\$2,693.26
Firefighter PP1 (including temporary Firefighter)	1	\$2,260.51	\$2,350.93	\$503.80	\$151.63	\$158.23	\$3,164.59
Firefighter PP2	N/A	\$2,294.43	\$2,386.21	\$511.36	\$153.91	\$160.60	\$3,212.08
First Class Firefighter PP1	1	\$2,506.80	\$2,607.07	\$558.70	\$168.16	\$175.47	\$3,509.40
First Class Firefighter PP2	1	\$2,531.87	\$2,633.14	\$564.28	\$169.84	\$177.22	\$3,544.48
First Class Firefighter PP3	1	\$2,557.17	\$2,659.46	\$569.92	\$171.54	\$179.00	\$3,579.92
First Class Firefighter PP4	N/A	\$2,595.53	\$2,699.35	\$578.47	\$174.11	\$181.68	\$3,633.61
Senior Firefighter PP1	1	\$2,687.80	\$2,795.31	\$599.03	\$180.30	\$188.14	\$3,762.78
Senior Firefighter PP2	4	\$2,714.69	\$2,823.28	\$605.03	\$182.10	\$190.02	\$3,800.43
Senior Firefighter PP3	1	\$2,809.71	\$2,922.10	\$626.21	\$188.48	\$196.67	\$3,933.46
Senior Firefighter PP4	N/A	\$2,851.86	\$2,965.93	\$635.60	\$191.30	\$199.62	\$3,992.45
Leading Firefighter PP1	1	\$2,868.69	\$2,983.44	\$639.35	\$192.43	\$200.80	\$4,016.02
Leading Firefighter PP2	N/A	\$2,911.72	\$3,028.19	\$648.94	\$195.32	\$203.81	\$4,076.26
Station Officer 1 PP1	1	\$3,206.78	\$3,335.05	\$714.70	\$215.11	\$224.47	\$4,489.33
Station Officer 1 PP2	1	\$3,238.84	\$3,368.39	\$721.85	\$217.26	\$226.71	\$4,534.21
Station Officer 1 PP3	N/A	\$3,287.42	\$3,418.92	\$732.67	\$220.52	\$230.11	\$4,602.22
Station Officer 2 PP1	1	\$3,288.91	\$3,420.47	\$733.01	\$220.62	\$230.22	\$4,604.32
Station Officer 2 PP2	1	\$3,321.79	\$3,454.66	\$740.33	\$222.83	\$232.52	\$4,650.34
Station Officer 2 PP3	N/A	\$3,371.62	\$3,506.48	\$751.44	\$226.17	\$236.00	\$4,720.09
Station Officer 3 PP1	1	\$3,455.15	\$3,593.36	\$770.06	\$231.77	\$241.85	\$4,837.04
Station Officer 3 PP2	1	\$3,489.67	\$3,629.26	\$777.75	\$234.09	\$244.27	\$4,885.37
Station Officer 3 PP3	N/A	\$3,542.01	\$3,683.69	\$789.41	\$237.60	\$247.93	\$4,958.63

	Firefighters	s and Station	Officers was	ges as from 1	July 2024		
Classification / pay point	Time *	Old base rate	3% 1- July-24	Weekend shift	Night Shift	38 Hour Week Allowance	Total f/n
Recruit	N/A	\$2,000.78	\$2,060.80	\$441.63	\$132.92	\$138.70	\$2,774.05
Firefighter PP1 (including temporary Firefighter)	1	\$2,350.93	\$2,421.46	\$518.92	\$156.18	\$162.98	\$3,259.54
Firefighter PP2	N/A	\$2,386.21	\$2,457.80	\$526.71	\$158.53	\$165.42	\$3,308.46
First Class Firefighter PP1	1	\$2,607.07	\$2,685.28	\$575.46	\$173.20	\$180.73	\$3,614.67
First Class Firefighter PP2	1	\$2,633.14	\$2,712.13	\$581.21	\$174.93	\$182.54	\$3,650.81
First Class Firefighter PP3	1	\$2,659.46	\$2,739.24	\$587.02	\$176.68	\$184.37	\$3,687.31
First Class Firefighter PP4	N/A	\$2,699.35	\$2,780.33	\$595.82	\$179.33	\$187.13	\$3,742.61
Senior Firefighter PP1	1	\$2,795.31	\$2,879.17	\$617.01	\$185.71	\$193.78	\$3,875.67
Senior Firefighter PP2	4	\$2,823.28	\$2,907.98	\$623.18	\$187.56	\$195.72	\$3,914.44
Senior Firefighter PP3	1	\$2,922.10	\$3,009.76	\$644.99	\$194.13	\$202.57	\$4,051.45
Senior Firefighter PP4	N/A	\$2,965.93	\$3,054.91	\$654.67	\$197.04	\$205.61	\$4,112.23
Leading Firefighter PP1	1	\$2,983.44	\$3,072.94	\$658.53	\$198.20	\$206.82	\$4,136.49
Leading Firefighter PP2	N/A	\$3,028.19	\$3,119.04	\$668.41	\$201.18	\$209.93	\$4,198.56
Station Officer 1 PP1	1	\$3,335.05	\$3,435.10	\$736.14	\$221.56	\$231.20	\$4,624.00
Station Officer 1 PP2	1	\$3,368.39	\$3,469.44	\$743.50	\$223.78	\$233.51	\$4,670.23
Station Officer 1 PP3	N/A	\$3,418.92	\$3,521.49	\$754.66	\$227.14	\$237.02	\$4,740.31
Station Officer 2 PP1	1	\$3,420.47	\$3,523.08	\$755.00	\$227.24	\$237.12	\$4,742.44
Station Officer 2 PP2	1	\$3,454.66	\$3,558.30	\$762.54	\$229.51	\$239.49	\$4,789.84
Station Officer 2 PP3	N/A	\$3,506.48	\$3,611.67	\$773.98	\$232.95	\$243.08	\$4,861.68
Station Officer 3 PP1	1	\$3,593.36	\$3,701.16	\$793.16	\$238.72	\$249.11	\$4,982.15
Station Officer 3 PP2	1	\$3,629.26	\$3,738.14	\$801.08	\$241.11	\$251.60	\$5,031.93
Station Officer 3 PP3	N/A	\$3,683.69	\$3,794.20	\$813.10	\$244.73	\$255.37	\$5,107.40

- (1) For clarity, actual rates of pay may have been increased by a State Wage Case Decision as per clause 8(6).
- (2) Time is expressed at column two of the above table as the number of years an employee is to spend at each pay point within each of the classifications, prior to progression to the next pay point.
- (3) The exception is the highest pay point in each classification, where the employee remains until being appointed to the next classification, and as such, the time period is not applicable (N/A).
- (4) To be clear, an employee can advance from one classification to the next regardless of the amount of time at any pay point, if the relevant classification progression criteria have been met.

# 2. 2.5% Special Flexibility Allowance

		2.5% Special	Flexibility Allo	wance		
	Base rate as from 1 July 22	Allowance as from 1 July 22	Base rate as from 1 July 23	Allowance as from 1 July 23	Base rate as from 1 July 24	Allowance as from 1 July 24
First Class Firefighter PP1	\$2,506.80	\$62.67	\$2,607.07	\$65.18	\$2,685.28	\$67.13
First Class Firefighter PP2	\$2,531.87	\$63.30	\$2,633.14	\$65.83	\$2,712.13	\$67.80
First Class Firefighter PP3	\$2,557.17	\$63.93	\$2,659.46	\$66.49	\$2,739.24	\$68.48
First Class Firefighter PP4	\$2,595.53	\$64.89	\$2,699.35	\$67.48	\$2,780.33	\$69.51
Senior Firefighter PP1	\$2,687.80	\$67.20	\$2,795.31	\$69.88	\$2,879.17	\$71.98
Senior Firefighter PP2	\$2,714.69	\$67.87	\$2,823.28	\$70.58	\$2,907.98	\$72.70
Senior Firefighter PP3	\$2,809.71	\$70.24	\$2,922.10	\$73.05	\$3,009.76	\$75.24
Senior Firefighter PP4	\$2,851.86	\$71.30	\$2,965.93	\$74.15	\$3,054.91	\$76.37
Leading Firefighter PP1	\$2,868.69	\$71.72	\$2,983.44	\$74.59	\$3,072.94	\$76.82
Leading Firefighter PP2	\$2,911.72	\$72.79	\$3,028.19	\$75.70	\$3,119.04	\$77.98
Station Officer 1 PP1	\$3,206.78	\$80.17	\$3,335.05	\$83.38	\$3,435.10	\$85.88
Station Officer 1 PP2	\$3,238.84	\$80.97	\$3,368.39	\$84.21	\$3,469.44	\$86.74
Station Officer 1 PP3	\$3,287.42	\$82.19	\$3,418.92	\$85.47	\$3,521.49	\$88.04
Station Officer 2 PP1	\$3,288.91	\$82.22	\$3,420.47	\$85.51	\$3,523.08	\$88.08
Station Officer 2 PP2	\$3,321.79	\$83.04	\$3,454.66	\$86.37	\$3,558.30	\$88.96
Station Officer 2 PP3	\$3,371.62	\$84.29	\$3,506.48	\$87.66	\$3,611.67	\$90.29
Station Officer 3 PP1	\$3,455.15	\$86.38	\$3,593.36	\$89.83	\$3,701.16	\$92.53
Station Officer 3 PP2	\$3,489.67	\$87.24	\$3,629.26	\$90.73	\$3,738.14	\$93.45
Station Officer 3 PP3	\$3,542.01	\$88.55	\$3,683.69	\$92.09	\$3,794.20	\$94.86

<sup>(1)</sup> For clarity, actual rates of pay may have been increased by a State Wage Case Decision as per clause 8(6).

# 3. Building Approval Officers wages

	Building Approval Officers wages as from 1 July 2022										
Classification	Time	Old base rate	4% 1- July-22	20% Flexibility Allowance	38 Hour Week Allowance	Total f/n	2.5% Special Flexibility Allowance				
FF BAO1 PP1	1	\$3,145.84	\$3,271.67	\$654.33	\$206.63	\$4,132.63	\$81.79				
FF BAO1 PP2	1	\$3,177.28	\$3,304.37	\$660.87	\$208.70	\$4,173.94	\$82.61				
FF BAO1 PP3	N/A	\$3,224.94	\$3,353.94	\$670.79	\$211.83	\$4,236.56	\$83.85				
FF BAO2 PP1	1	\$3,271.61	\$3,402.47	\$680.49	\$214.89	\$4,297.85	\$85.06				
FF BAO2 PP2	1	\$3,304.32	\$3,436.49	\$687.30	\$217.04	\$4,340.83	\$85.91				
FF BAO2 PP3	N/A	\$3,353.89	\$3,488.05	\$697.61	\$220.30	\$4,405.96	\$87.20				
BAO1 PP1	1	\$3,684.07	\$3,831.43	\$766.29	\$241.99	\$4,839.71	\$95.79				
BAO1 PP2	1	\$3,720.90	\$3,869.74	\$773.95	\$244.40	\$4,888.09	\$96.74				
BAO1 PP3	N/A	\$3,776.72	\$3,927.79	\$785.56	\$248.07	\$4,961.42	\$98.19				
BAO2 PP1	1	\$3,793.14	\$3,944.87	\$788.97	\$249.15	\$4,982.99	\$98.62				
BAO2 PP2	1	\$3,831.07	\$3,984.31	\$796.86	\$251.64	\$5,032.81	\$99.61				
BAO2 PP3	N/A	\$3,888.54	\$4,044.08	\$808.82	\$255.42	\$5,108.32	\$101.10				

	Building Approval Officers wages as from 1 July 2023										
Classification	Time	Old base rate	4% 1- July-23	20% Flexibility Allowance	38 Hour Week Allowance	Total f/n	2.5% Special Flexibility Allowance				
FF BAO1 PP1	1	\$3,271.67	\$3,402.54	\$680.51	\$214.90	\$4,297.95	\$85.06				
FF BAO1 PP2	1	\$3,304.37	\$3,436.54	\$687.31	\$217.04	\$4,340.89	\$85.91				
FF BAO1 PP3	N/A	\$3,353.94	\$3,488.10	\$697.62	\$220.30	\$4,406.02	\$87.20				
FF BAO2 PP1	1	\$3,402.47	\$3,538.57	\$707.71	\$223.49	\$4,469.77	\$88.46				
FF BAO2 PP2	1	\$3,436.49	\$3,573.95	\$714.79	\$225.72	\$4,514.46	\$89.35				
FF BAO2 PP3	N/A	\$3,488.05	\$3,627.57	\$725.51	\$229.11	\$4,582.19	\$90.69				
BAO1 PP1	1	\$3,831.43	\$3,984.69	\$796.94	\$251.66	\$5,033.29	\$99.62				
BAO1 PP2	1	\$3,869.74	\$4,024.53	\$804.91	\$254.18	\$5,083.62	\$100.61				
BAO1 PP3	N/A	\$3,927.79	\$4,084.90	\$816.98	\$257.99	\$5,159.87	\$102.12				
BAO2 PP1	1	\$3,944.87	\$4,102.66	\$820.53	\$259.12	\$5,182.31	\$102.57				
BAO2 PP2	1	\$3,984.31	\$4,143.68	\$828.74	\$261.71	\$5,234.13	\$103.59				
BAO2 PP3	N/A	\$4,044.08	\$4,205.84	\$841.17	\$265.63	\$5,312.64	\$105.15				

	Building Approval Officers wages as from 1 July 2024										
Classification	Time	Old base rate	3% 1- July-24	20% Flexibility Allowance	38 Hour Week Allowance	Total f/n	2.5% Special Flexibility Allowance				
FF BAO1 PP1	1	\$3,402.54	\$3,504.62	\$700.92	\$221.34	\$4,426.88	\$87.62				
FF BAO1 PP2	1	\$3,436.54	\$3,539.64	\$707.93	\$223.56	\$4,471.13	\$88.49				
FF BAO1 PP3	N/A	\$3,488.10	\$3,592.74	\$718.55	\$226.91	\$4,538.20	\$89.82				
FF BAO2 PP1	1	\$3,538.57	\$3,644.73	\$728.95	\$230.19	\$4,603.87	\$91.12				
FF BAO2 PP2	1	\$3,573.95	\$3,681.17	\$736.23	\$232.49	\$4,649.89	\$92.03				
FF BAO2 PP3	N/A	\$3,627.57	\$3,736.40	\$747.28	\$235.98	\$4,719.66	\$93.41				
BAO1 PP1	1	\$3,984.69	\$4,104.23	\$820.85	\$259.21	\$5,184.29	\$102.61				
BAO1 PP2	1	\$4,024.53	\$4,145.27	\$829.05	\$261.81	\$5,236.13	\$103.63				
BAO1 PP3	N/A	\$4,084.90	\$4,207.45	\$841.49	\$265.73	\$5,314.67	\$105.19				
BAO2 PP1	1	\$4,102.66	\$4,225.74	\$845.15	\$266.89	\$5,337.78	\$105.64				
BAO2 PP2	1	\$4,143.68	\$4,267.99	\$853.60	\$269.56	\$5,391.15	\$106.70				
BAO2 PP3	N/A	\$4,205.84	\$4,332.02	\$866.40	\$273.60	\$5,472.02	\$108.30				

- (1) For clarity, actual rates of pay may have been increased by a State Wage Case Decision as per clause 8(6).
- (2) Time is expressed at column two of the above table as the number of years an employee is to spend at each pay point within each of the classifications, prior to progression to the next pay point.
- (3) The exception is the highest pay point in each classification, where the employee remains until being appointed to the next classification, and as such, the time period is not applicable (N/A).
- (4) To be clear, an employee can advance from one classification to the next regardless of the amount of time at any pay point, if the relevant classification progression criteria have been met.

# 4. Operational Senior Officers wages

Operational Senior Officers wages as from 1 July 2022								
Classification Old base rate 4% 1-July-22								
Inspector - Pay point Low	\$5,529.72	\$5,750.91						
Inspector - Pay point High	\$5,612.67	\$5,837.18						
Superintendent - Pay point Low	\$5,990.54	\$6,230.16						
Superintendent - Pay point High	\$6,080.40	\$6,323.62						
Chief Superintendent - Pay point Low	\$6,260.88	\$6,511.32						
Chief Superintendent - Pay point High	\$6,354.80	\$6,608.99						

Operational Senior Officers wages as from 1 July 2023								
Classification Old base rate 4% 1-July-23								
Inspector - Pay point Low	\$5,750.91	\$5,980.95						
Inspector - Pay point High	\$5,837.18	\$6,070.67						
Superintendent - Pay point Low	\$6,230.16	\$6,479.37						
Superintendent - Pay point High	\$6,323.62	\$6,576.56						
Chief Superintendent - Pay point Low	\$6,511.32	\$6,771.77						
Chief Superintendent - Pay point High	\$6,608.99	\$6,873.35						

Operational Senior Officers wages as from 1 July 2024									
Classification Old base rate 3% 1-July-24									
Inspector - Pay point Low	\$5,980.95	\$6,160.38							
Inspector - Pay point High	\$6,070.67	\$6,252.79							
Superintendent - Pay point Low	\$6,479.37	\$6,673.75							
Superintendent - Pay point High	\$6,576.56	\$6,773.86							
Chief Superintendent - Pay point Low	\$6,771.77	\$6,974.92							
Chief Superintendent - Pay point High	\$6,873.35	\$7,079.55							

<sup>(1)</sup> For clarity, actual rates of pay may have been increased by a State Wage Case Decision as per clause 8(6).

# 5. Fire Communications Officers wages

	Fire Communications Officers wages as from 1 July 2022										
Classification	Old base rate	4% 1-July- 22	Weekend shift	Night shift	38 Hour Week Allowance	Total f/n					
FCO1 PP1	\$1,959.90	\$2,038.30	\$436.81	\$131.47	\$137.19	\$2,743.77					
FCO1 PP2	\$2,307.25	\$2,399.54	\$514.22	\$154.77	\$161.50	\$3,230.03					
FCO1 PP3	\$2,396.14	\$2,491.99	\$534.03	\$160.73	\$167.72	\$3,354.47					
FCO1 PP4	\$2,487.62	\$2,587.12	\$554.42	\$166.87	\$174.13	\$3,482.54					
FCO1 PP5	\$2,524.94	\$2,625.94	\$562.74	\$169.37	\$176.74	\$3,534.79					
FCO2 PP1	\$3,183.23	\$3,310.56	\$709.45	\$213.53	\$222.82	\$4,456.36					
FCO2 PP2	\$3,277.28	\$3,408.37	\$730.41	\$219.84	\$229.40	\$4,588.02					
FCO2 PP3	\$3,371.38	\$3,506.24	\$751.39	\$226.15	\$235.99	\$4,719.77					
FCO2 PP4	\$3,465.21	\$3,603.82	\$772.30	\$232.45	\$242.56	\$4,851.13					
FCO2 PP5	\$3,517.19	\$3,657.88	\$783.88	\$235.93	\$246.19	\$4,923.88					
FCM	\$4,862.90	\$5,057.42	_		\$266.18	\$5,323.60					

Fire Communications Officers wages as from 1 July 2023						
Classification	Old base rate	4% 1-July- 23	Weekend shift	Night shift	38 Hour Week Allowance	Total f/n
FCO1 PP1	\$2,038.30	\$2,119.83	\$454.28	\$136.73	\$142.68	\$2,853.52
FCO1 PP2	\$2,399.54	\$2,495.52	\$534.79	\$160.96	\$167.96	\$3,359.23
FCO1 PP3	\$2,491.99	\$2,591.67	\$555.39	\$167.16	\$174.43	\$3,488.65
FCO1 PP4	\$2,587.12	\$2,690.60	\$576.60	\$173.54	\$181.09	\$3,621.83
FCO1 PP5	\$2,625.94	\$2,730.98	\$585.25	\$176.15	\$183.81	\$3,676.19
FCO2 PP1	\$3,310.56	\$3,442.98	\$737.83	\$222.07	\$231.73	\$4,634.61
FCO2 PP2	\$3,408.37	\$3,544.70	\$759.63	\$228.63	\$238.58	\$4,771.54
FCO2 PP3	\$3,506.24	\$3,646.49	\$781.44	\$235.20	\$245.43	\$4,908.56
FCO2 PP4	\$3,603.82	\$3,747.97	\$803.19	\$241.74	\$252.26	\$5,045.16
FCO2 PP5	\$3,657.88	\$3,804.20	\$815.24	\$245.37	\$256.04	\$5,120.85
FCM	\$5,057.42	\$5,259.72			\$276.83	\$5,536.55

Fire Communications Officers wages as from 1 July 2024						
Classification	Old base rate	3% 1-July- 24	Weekend shift	Night shift	38 Hour Week Allowance	Total f/n
FCO1 PP1	\$2,119.83	\$2,183.42	\$467.91	\$140.83	\$146.96	\$2,939.12
FCO1 PP2	\$2,495.52	\$2,570.39	\$550.83	\$165.79	\$173.00	\$3,460.01
FCO1 PP3	\$2,591.67	\$2,669.42	\$572.06	\$172.18	\$179.67	\$3,593.33
FCO1 PP4	\$2,690.60	\$2,771.32	\$593.89	\$178.75	\$186.52	\$3,730.48
FCO1 PP5	\$2,730.98	\$2,812.91	\$602.81	\$181.43	\$189.32	\$3,786.47
FCO2 PP1	\$3,442.98	\$3,546.27	\$759.97	\$228.73	\$238.68	\$4,773.65
FCO2 PP2	\$3,544.70	\$3,651.04	\$782.42	\$235.49	\$245.73	\$4,914.68
FCO2 PP3	\$3,646.49	\$3,755.88	\$804.89	\$242.25	\$252.79	\$5,055.81
FCO2 PP4	\$3,747.97	\$3,860.41	\$827.29	\$249.00	\$259.83	\$5,196.53
FCO2 PP5	\$3,804.20	\$3,918.33	\$839.70	\$252.73	\$263.72	\$5,274.48
FCM	\$5,259.72	\$5,417.51			\$285.13	\$5,702.64

<sup>(1)</sup> For clarity, actual rates of pay may have been increased by a State Wage Case Decision as per clause 8(6).

# 6. Rural Fire Service Officers wages

Rural Fire Service Officers wages from 1 July 2022				
Classification	Old base rate	4% 1-July-22	Rural Flexibility - Allowance level 1	Total f/n
RFSO1 PP1	\$2,324.34	\$2,417.31	\$673.71	\$3,091.02
RFSO1 PP2	\$2,410.38	\$2,506.80	\$698.64	\$3,205.44
RFSO1 PP3	\$2,487.70	\$2,587.21	\$721.05	\$3,308.26
RFSO1 PP4	\$2,584.42	\$2,687.80	\$749.09	\$3,436.89
RFSO1 PP5	\$2,671.57	\$2,778.43	\$774.35	\$3,552.78
RFSO1 PP6	\$2,758.36	\$2,868.69	\$799.51	\$3,668.20
RFSO1 PP7	\$2,799.73	\$2,911.72	\$811.50	\$3,723.22
			Rural Flexibility - Allowance level 2	
RFSO2 PP1	\$2,924.85	\$3,041.84	\$912.55	\$3,954.40
RFSO2 PP2	\$3,004.46	\$3,124.64	\$937.39	\$4,062.03
RFSO2 PP3	\$3,102.28	\$3,226.37	\$967.91	\$4,194.28
RFSO2 PP4	\$3,162.54	\$3,289.04	\$986.71	\$4,275.75
RFSO2 PP5	\$3,209.97	\$3,338.37	\$1,001.51	\$4,339.88

Rural Fire Service Officers wages from 1 July 2023					
Classification	Old base rate	4% 1-July-23	Rural Flexibility - Allowance level 1	Total f/n	
RFSO1 PP1	\$2,417.31	\$2,514.00	\$700.65	\$3,214.65	
RFSO1 PP2	\$2,506.80	\$2,607.07	\$726.59	\$3,333.66	
RFSO1 PP3	\$2,587.21	\$2,690.70	\$749.90	\$3,440.60	
RFSO1 PP4	\$2,687.80	\$2,795.31	\$779.05	\$3,574.37	
RFSO1 PP5	\$2,778.43	\$2,889.57	\$805.32	\$3,694.89	
RFSO1 PP6	\$2,868.69	\$2,983.44	\$831.48	\$3,814.92	
RFSO1 PP7	\$2,911.72	\$3,028.19	\$843.96	\$3,872.15	
			Rural Flexibility - Allowance level 2		
RFSO2 PP1	\$3,041.84	\$3,163.51	\$949.05	\$4,112.57	
RFSO2 PP2	\$3,124.64	\$3,249.63	\$974.89	\$4,224.51	
RFSO2 PP3	\$3,226.37	\$3,355.42	\$1,006.63	\$4,362.05	
RFSO2 PP4	\$3,289.04	\$3,420.60	\$1,026.18	\$4,446.78	
RFSO2 PP5	\$3,338.37	\$3,471.90	\$1,041.57	\$4,513.48	

Rural Fire Service Officers wages from 1 July 2024					
Classification	Old base rate	3% 1-July-24	Rural Flexibility - Allowance level 1	Total f/n	
RFSO1 PP1	\$2,514.00	\$2,589.42	\$721.67	\$3,311.09	
RFSO1 PP2	\$2,607.07	\$2,685.28	\$748.39	\$3,433.67	
RFSO1 PP3	\$2,690.70	\$2,771.42	\$772.40	\$3,543.82	
RFSO1 PP4	\$2,795.31	\$2,879.17	\$802.42	\$3,681.59	
RFSO1 PP5	\$2,889.57	\$2,976.26	\$829.48	\$3,805.74	
RFSO1 PP6	\$2,983.44	\$3,072.94	\$856.43	\$3,929.37	
RFSO1 PP7	\$3,028.19	\$3,119.04	\$869.28	\$3,988.31	
			Rural Flexibility - Allowance level 2		
RFSO2 PP1	\$3,163.51	\$3,258.42	\$977.52	\$4,235.94	
RFSO2 PP2	\$3,249.63	\$3,347.12	\$1,004.14	\$4,351.25	
RFSO2 PP3	\$3,355.42	\$3,456.08	\$1,036.82	\$4,492.91	
RFSO2 PP4	\$3,420.60	\$3,523.22	\$1,056.97	\$4,580.18	
RFSO2 PP5	\$3,471.90	\$3,576.06	\$1,072.82	\$4,648.87	

<sup>(1)</sup> For clarity, actual rates of pay may have been increased by a State Wage Case Decision, as per clause 8(6).

#### **Schedule 2 - Allowances**

(1) Allowances to be determined by the annual State Wage Case Decision:

#### **Aerial Appliance Allowance**

	1-Jul-22	1-Jul-23	1-Jul-24
Aerial Appliance Under 25m FRS	\$9.51	State Wage Case	
Aerial Appliance Over 25m FRS	\$48.14		

(2) Allowances to be determined as per headline wage increase (see clause 20(1)):

#### **BA Hazmat Allowance**

Classification	1-Jul-22	1-Jul-23	1-Jul-24		
Level 1 - Specialist FRS	\$374.68	\$389.67	\$401.36		
Level 2 - Leading FRS	\$299.74	\$311.73	\$321.08		
Level 3 - Technician FRS	\$226.05	\$235.09	\$242.14		
Level 4 – Operator	2.5% Special Flexibility Allowance				

#### **Rescue Technician Stream**

Classification	Allowance %	1-Jul-22	1-Jul-23	1-Jul-24
Instructor	100%	\$352.86	\$366.99	\$378.01
Leading	80%	\$282.29	\$293.59	\$302.41
Senior	60%	\$211.72	\$220.19	\$226.81
Operator	30%	\$105.86	\$110.10	\$113.40

## **Live Fire Campus Allowance**

Level	Description	Allowance %	1-Jul-22	1-Jul-23	1-Jul-24
Level 5	Site Supervisor	100%	\$336.00	\$349.44	\$359.92
Level 4	Not Applicable	-	-	-	-
Level 3	Instructor / Assessor	95%	\$319.20	\$331.97	\$341.92
Level 2	Instructor	90%	\$302.40	\$314.50	\$323.93
Level 1	Safety Officer	75%	\$252.00	\$262.08	\$269.94
Entry	Staff / Fuel Controller	50%	\$168.00	\$174.72	\$179.96

## **Fire Investigation Allowance**

	1-Jul-22	1-Jul-23	1-Jul-24
Level 1 - State Fire Investigation Officer (FRS)	\$429.31	\$446.48	\$459.87
Level 2 - State Fire Investigation Officer (FRS)	\$261.40	\$271.86	\$280.01
Level 3 - State Fire Investigation Officer (FRS)	\$93.49	\$97.23	\$100.15
Level 1 - Regional Fire Investigation Officer (FRS)	\$316.33	\$328.98	\$338.85
Level 2 - Regional Fire Investigation Officer (FRS)	\$204.91	\$213.11	\$219.50
Level - Regional Fire Investigation Officer (FRS)	\$93.49	\$97.23	\$100.15
Bushfire Investigator Allowance (RFS)	\$93.49	\$97.23	\$100.15

# Other fortnightly allowances

	1-Jul-22	1-Jul-23	1-Jul-24
Fire Communications Recruit Instructor	\$255.63	\$265.85	\$273.83
Allowance	<b>\$200.00</b>	<b>\$200.00</b>	φ270.00
Living in the Field (Domestic)	\$175.00	\$182.00	\$187.46
Living in the Field (International)	\$200.00	\$208.00	\$214.24
Recruit Instructor Allowance	\$242.91	\$252.63	\$260.21

#### Other annual allowances

	1-Jul-22	1-Jul-23	1-Jul-24
Operational Senior Officers Professional	\$5,688.91	\$5,916.47	\$6,093.97
Development Allowance	40,000,71	40,510.17	Ψο,ονοιντ

Please note, the allowances in schedule 2 may have been increased as a result of a State Wage Case Decision, as per clause 8(6).

## Schedule 3 – Policy and Review Commitments

#### 1. Work Value Reviews

- (1) Work Value Reviews (JEMS or similar) to be implemented during the life of the agreement:
  - (a) Officer Development Unit roles,
  - (b) Safety Assessment Officers,
  - (c) Building Approval Officers,
  - (d) Road Crash Rescue Instructors,
  - (e) Air Operations roles,
  - (f) RPAS (drone) Operators,
  - (g) Kilo Appliance crew roles,
  - (h) Fire Communications Specialist Operational Service Unit roles,
  - (i) Fire Communications Managers,
  - (j) Communications Training and Development Unit roles,
  - (k) Regional Manager RFS,
  - (1) Compliance Officer RFS.

# 2. Policies and reviews

(1) Policies to be developed and reviewed during the life of this Certified Agreement.

	FF/SO	FCO/S/M	RFSO	OSO	Commencement	Due
Fire Communication Centre employee					Within 3	Within 12
Fire Communication Centre employee fatigue management policy		✓			months of	months of
					certification	certification
Employer initiated transfers policy	✓	<b>√</b>	<b>√</b>	<b>✓</b>	Within 3	Within 12
					months of	months of
					certification	certification
A comprehensive bullying and harassment prevention policy					Within 3	Within 12
	✓	✓	✓	✓	months of	months of
					certification	certification
Ill health transfer policy					Within 3	Within 12
	$\checkmark$	✓	✓	$\checkmark$	months of	months of
					certification	certification
Performance management policy			✓	<b>√</b>		Within 3
	$\checkmark$	✓			At certification	months of
						certification
Firefighters and Station Officers fatigue management policy					Within 3	Within 12
	✓				months of	months of
					certification	certification
RFS Professional Development Framework policy				<b>√</b>	Within 6	Within 12
					months of	months of
					certification	certification
Proactive absenteeism management policy	<b>√</b>	<b>√</b>	<b>√</b>	<b>√</b>	Within 12	
					months of	30/06/2025
					certification	
FRS Operational Senior Officers management of commercial activities					Within 12	
				✓	months of certification	30/06/2025
Operational Senior Officers work life balance					√ At certification	Within 12
				✓		months of
						certification
Strategic workforce planning policy					Within 12  ✓ months of	
				✓		30/06/2025
					certification	
Rural, regional or remote employment - attraction and retention of employees					Within 6	Within 12
	✓	✓	✓	✓	months of	months of
					certification	certification
Operational Senior Officers' mental health and wellbeing working group					Within 6	Within 12
				✓	months of	months of
					certification	certification
Operational Senior Officer Professional						1 Month of
Development Allowance Policy				✓	At certification	Certification
20,010pment / movanee 1 oney			1		Wister 2	Serumention
Fire Communication Centre Structural Review					Within 3	20/06/2025
		✓			months of	30/06/2025
					certification	
Fire Communication Roster Principles		✓			Within 3	20/05/555
			1		months of	30/06/2025
		-	1	1	certification	
Building Approval Officer Review	,				Within 3	20/0-15
	✓				months of	30/06/2025
					certification	
New Station Crewing Model	,				A 4	20/06/2025
	✓				At certification	30/06/2025
Fire Station Roster Principles	✓		1		At certification	30/06/2025
			I			1

# Schedule 4 – Deployment Conditions for Firefighters, Station Officers, Fire Communications Officers and Fire Communication Supervisors

#### 1. Deployment conditions

- (1) Deployment is when employees are sent to locations to assist with a critical incident that may be of natural or man-made cause. These deployments may occur within a region, intrastate, interstate or internationally.
- (2) The declaration of a deployment will be made by the Premier, Commissioner, Deputy Commissioner or State Fire Commander at the request of the relevant Assistant Commissioner.
- (3) Examples of incidents include (but are not limited to):
  - (a) 24/7 operations beyond regional capacity;
  - (b) natural disasters such as floods, cyclone, earthquakes;
  - (c) state emergencies;
  - (d) taskforces;
  - (e) major wildfire incidents;
  - (f) state incident management team responsibilities; and
  - (g) major events requiring QFES support.
- (4) When an officer is deployed to an intrastate, interstate or international incident the provisions contained in this Schedule shall apply to the exclusion of any other provisions contained in this Certified Agreement or the Award.
- (5) Refer to clause 33 for Living In the Field Allowance provisions.
- (6) On call allowance:
  - (a) 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 1 pay point 1, whichever is the higher, and in accordance with the following scale:
    - (i) 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;
    - (ii) 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
    - (iii) where an employee is on call on any other night 47.5% of one hour's pay per night.
  - (b) For the purposes of this clause a "night" shall be deemed to consist of those hours falling between 1700 and 0800 or mainly between such hours.
  - (c) Any overtime payable shall be in addition to the on call allowance.
- (7) Officers can claim an overnight incidental expense for each night of the deployment (refer to the relevant Directive).
- (8) 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.
- (9) The deployment tour of duty generally ranges from five (5) to seven (7) days duration, including:
  - (a) deployment (1 day);
  - (b) shifts in field plus rest and recline (3 to 5 days); and
  - (c) demobilisation (1 day).
- (10) 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.

- (11) Officers that these conditions apply to shall be allowed 24 hours clear of duty upon returning home, or four (4) days from an extended deployment of 21 days or more, regardless of the roster and providing that they returned home immediately after the conclusion of the deployment.
- (12) Travel and deployment:
  - (a) When an employee is deployed, there is usually a requirement to travel to and from a deployment location.
  - (b) Time spent travelling will be paid at single time up to a maximum of 14 hours on each occasion, unless it is an international deployment, where all travel time will be paid at single time.
  - (c) If time spent travelling is less than 14 hours, then actual travel time is to be claimed.
  - (d) Travel days are to be noted on timesheets in the Comments section.
- (13) Travel to the actual deployment location is often broken by attending a pre-deployment location to prepare equipment for travel (for example the QFES SDC) or to return equipment at the conclusion of a deployment.
  - (a) When this occurs, and an employee undertakes work preparing, packing, equipment or otherwise, for travel with them to or from the actual deployment location, including the transportation of deployment equipment, the travel time is taken to have ceased and the actual deployment (work time) is taken to have commenced.
  - (b) On other occasions, an employee may travel from home to an airport and travel to or from the deployment location, without doing any work during that period. On this occasion, the entire period travelling is taken to have been travel time and is paid accordingly.
- (14) Hours of work and payment when deployed:
  - (a) When an employee is deployed, the roster they would ordinarily work outside of a deployment (their normal roster, e.g. projected 10/14 for shift workers) is taken to continue to apply for the purposes of calculating the payment of wages.
  - (b) See (18) for examples of when overtime is to be claimed.
  - (c) Therefore, whilst the actual roster worked during deployment is developed as per the deployment circumstances (commonly 12-hour shifts) the rate of pay for deployments is determined by the employee's normal roster (as described above).
  - (d) Officers deployed are to ensure the deployment rostered hours are noted on their timesheets.
  - (e) Incident controllers must ensure all officers on intrastate deployment have a minimum of a ten (10) hour break between shifts. Officers on interstate deployment must be given a minimum break of eight (8) hours between shifts, however every attempt will be made to provide a break of ten (10) hours.
  - (f) In determining the relevant rate of pay the following principles should apply: -
    - (i) Any hours worked on a day that an employee would have ordinarily worked would be paid
      at single time up to the total amount of ordinary hours they would have ordinarily worked on
      that day;
    - (ii) Any hours worked on a day that an employee would not have ordinarily worked would be paid at the applicable overtime rates; and
    - (iii) Any hours worked on a day an employee would have ordinarily worked in excess of the total amount of ordinary hours they would have ordinarily worked on that day would be paid at the applicable overtime rates.
  - (g) If the actual hours worked by an employee on a day that they would have ordinarily worked, are less than the hours they would have ordinarily worked there shall be:
    - (i) No negative hours recorded; and

- (ii) No requirement to work the difference in hours; and
- (iii) No reduction in pay.
- (h) Employees recalled from annual leave shall be 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).

#### (15) Public holidays:

- (a) When an employee performs work on a public holiday whilst on deployment, their normal public holiday provisions apply (the public holiday provisions relating to their projected roster).
- (b) Therefore, the normal public holiday penalty rates apply to all ordinary hours worked whilst on deployment and the normal public holiday overtime rates apply to any overtime worked whilst on deployment.
- (c) Day workers who work on a public holiday which is a normal working day are to claim the ordinary hours at the public holiday penalty and then any hours over their normal hours are paid at the overtime rate on a public holiday penalty.
- (d) For example, when deployed, a day worker normally works a Monday but it is a public holiday, they are paid double time and a half (i.e. time + time and a half) for the hours they would usually work and overtime on a public holiday for any excess hours.
- (e) Ordinary hours and overtime are determined in accordance with the principles outlined at (10).

#### (16) Extending deployments:

- (a) When an employee's deployment has ended and QFES advises the employee that there may be a requirement for them to be deployed again (either due to circumstances of the first deployment or because of a subsequent event), employees are to be either placed onto the subsequent deployment roster immediately, and provided with a new deployment roster, or they are to be returned to their normal employment location and be deployed from there, if required.
- (b) Employees are not to be stood down.

#### (17) Rostering arrangements:

- (a) Incident controllers and roster officers are to ensure they attempt to maximise the most effective use of officers whilst on deployment. For example, where possible, ensure officers are rostered to work on days they would normally be rostered to work and rostered off on days they would normally be rostered off.
- (18) The following examples of the overlay of a 'normal' roster onto a deployment roster are indicative only. Each employee's 'normal' roster must be laid over the deployment roster to determine payment for deployment hours of work:

## (a) Examples relevant to continuous shift workers:

Normal Roster	Deployment Roster	Overtime
10	12	2 hours overtime
10	12	2 hours overtime
14	12	Lose nothing
14	12	Lose nothing
Off	Off	
Off	Off	
Off	Off	
Off	12	12 hours overtime
10	12	2 hours overtime
10	12	2 hours overtime
Normal Roster	<b>Deployment Roster</b>	Overtime
10	Off	Lose nothing
10	Off	Lose nothing
14	12	Lose nothing
14	12	Lose nothing
Off	12	12 hours overtime
Off	12	12 hours overtime
Off	Off	
Off	Off	
10	Off	Lose nothing
10	12	2 hours overtime
Normal Roster	<b>Deployment Roster</b>	Overtime
Off	12	12 hours overtime
Off	12	12 hours overtime
10	12	2 hours overtime
10	12	2 hours overtime
14	Off	Lose nothing
14	Off	Lose nothing
Off	Off	
Off	Off	
Off	12	12 hours overtime
Off	12	12 hours overtime

# (b) Examples relevant to day workers (5-day week):

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

# (c) Examples relevant to day workers (4-day week):

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

## Schedule 5 – Rotating leave roster

## 1. General principles

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

#### 2. Entitlement

- (1) For every full year of employment, employees on the rotating leave roster will be entitled to 312.3572 hours of recreational leave, which is made up of the following:
  - (a) Annual leave (200 hours):Continuous shift workers are entitled to 5 weeks of annual leave per year under the Award.
  - (b) Accrued leave (104.3572 hours):

Employees work an average of 84 hours per fortnight and are remunerated for 80 hours at the applicable rate of pay. The additional four (4) hours per fortnight accumulates as accrued leave to be taken according to the rotating leave roster. Accrued leave accounts for the adjusting factor of the rotating leave roster. The total accrued leave per annum is calculated as follows:

$$\begin{array}{ccc} 4 \text{ hours} & 26.0893 \\ (per fortnight) & x & (fortnights per year) \end{array} = \begin{array}{ccc} 104.3572 \\ \text{hours} \end{array}$$

(c) Additional leave (8 hours):

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

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

### 3. Length of leave blocks

- (1) Employees at a station will be divided as equally as possible into 7 holiday groups, with each group taking their leave in blocks on a rotational basis.
- (2) The length of the leave blocks will differ depending on the length of the full cycle of the rotating leave roster. There are two separate rotating leave rosters currently in operation. The first has a full cycle length of 35 tours, and the second has a full cycle length of 21 tours.
- (3) Any changes to the configuration of leave blocks in any region may only be made by agreement with the UFUQ and the affected members.

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

- (1) The 35-tour rotating leave roster spans 35 tours, which equates to 280 days or 40 weeks.
- (2) Over the course of the full cycle of the rotating leave roster, each employee will work for 30 tours and take 5 tours of leave.
- (3) Over a full cycle of the rotating leave roster (280 days), employees will accrue 239.4524 hours of leave, in accordance with the below calculation:

312.3572 hours 
$$x$$
 280 days

(total leave entitlement per year) (roster cycle) = 239.4524 hours

365.25 days
(one year)

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

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

- (1) The 21-tour rotating leave roster spans 21 tours, which equates to 168 days or 24 weeks.
- (2) Over the course of the full cycle of the rotating leave roster, each employee will work for 18 tours and take 3 tours of leave.
- (3) Over a full cycle of the rotating leave roster (168 days), employees will accrue 143.6715 hours of leave, in accordance with the below calculation:

312.3572 hours 
$$x$$
 168 days

(total leave entitlement per year) (roster cycle) = 143.6715 hours

365.25 days
(one year)

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

## 6. Exchange of leave blocks

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

## 7. Transfers and temporary relocations

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

## 8. Accessing leave outside of the rotating shift roster

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

# **Schedule 6 – Shift Crewing**

1. Northern Region											
		A	В	C	E	I	L	0	S	Y	Z
FIRE COMMUNICATIONS CENTRES											
FireCom NR - 5 Day	1FCM										
FireCom NR - 7 Day	1FCS										
FireCom NR - 10/14	2FCO										
NORTHERN CMD											
Stn 11 - Woodlands - 10/14		1+3							N/C		N/C
Stn 12 - Charters Towers - 7 Day		1+3								N/C	
Stn 13 - Kirwan - 10/14		1+3			N/C						
Stn 28 - Ingham - 7 Day		1+3									
SOUTHERN CMD											
Stn 14 - South Townsville - 10/14		1+3				N/C	1+1	N/C			N/C
Stn 15 - Wulguru - 10/14		1+3			N/C						
Stn 21 - Ayr - 7 Day		1+3									
Stn 22 - Bowen - 7 Day		1+3								N/C	
WESTERN CMD											
Stn 35 - Mt Isa - 10/14		1+3	N/C	N/C	N/C			N/C			N/C

		A	E	Ι	J	K	S	$\mathbf{V}$	Y	Z
FIRE COMMUNICATIONS CENTRES										
FireCom CR - 5 Day	1FCM									
FireCom CR - 10/14	2FCO									
ROCKHAMPTON AREA										
Stn 32 - Emu Park - 5 Day		1SO								
Stn 33 - Mt Morgan - 5 Day		1SO								
Stn 34 - North Rockhampton - 10/14		1+3					N/C	N/C		2N/C
Stn 35 - Rockhampton - 10/14		1+3	N/C	1+1		N/C				
Stn 37 - Yeppoon - 7 Day		1+3								
GLADSTONE AREA										
Stn 44 - Gladstone - 10/14		1+3	N/C		N/C	1+1	N/C			
EMERALD AREA										
Stn 65 - Emerald - 5 Day		1+3								
MACKAY CITY AREA										
Stn 12 - Mackay City - 10/14		1+3	N/C		N/C	1+1	N/C			
Stn 14 - North Mackay - 10/14		1+3								2N/C
MACKAY COUNTRY AREA						-			_	
Stn 28 - Airlie Beach - 7 Day		1+3							N/C	

3. South West Region								
		A	J	L	S	V	Y	Z
FIRE COMMUNICATIONS CENTRES								
FireCom SWR - 5 Day	1FCM							
FireCom SWR - 7 Day								
FireCom SWR - 10/14	2FCO							
TOOWOOMBA CMD								
Stn 11 - Kitchener St - 10/14			1+3				N/C	N/C
Stn 12 - Anzac Ave - 10/14		1+3						N/C
Stn 17 - Highfields - 5 Day		1SO				N/C		
Stn 18 - Charlton - 10/14		1+3		1+1	N/C		N/C	
WARWICK CMD								
Stn 21 - Warwick - 10/14		1+3				N/C	N/C	N/C
DALBY CMD								
Stn 32 - Dalby - 5 Day		1SO						
ROMA CMD								
Stn 51 - Roma - 5 Day		1SO						

		A	В	E	I	K	L	S	Y	$\mathbf{Z}$
FIRE COMMUNICATIONS CENTRES										
FireCom NCR - 5 Day	1FCM									
FireCom NCR - 10/14	1FCS									
FireCom NCR - 10/14	3FCO									
BUNDABERG AREA										
Stn 12 - Bundaberg - 10/14		1+3		N/C			1+1		N/C	N/C
MARYBOROUGH AREA										
Stn 32 - Maryborough - 10/14		1+3				N/C		N/C	N/C	
Stn 36 - Torquay - 10/14		1+3								
KINGAROY AREA										
Stn 62 - Kingaroy - 5 Day		1+3							N/C	N/C
GYMPIE AREA										
Stn 51 - Gympie - 10/14		1+3		N/C						
Stn 56 - Noosa Heads - 10/14		1+3								
MAROOCHYDORE AREA										
Stn 72 - Coolum - 5 Day		1+3								
Stn 74 - Maroochydore - 10/14		1+3			N/C		1+1			3N/C
Stn 73 - Nambour - 10/14		1+3								·
CALOUNDRA AREA										_
Stn 82 - Caloundra - 10/14		1+3						N/C		

5. Brisbane Region												l.
EIDE		A	В	E	I	J	K	L	T	W	Y	Z
FIRE COMMUNICATIONS CENTRES												
FireCom BR - 5 Day	1FCM											
FireCom BR - 10/14	1FCS											
FireCom BR - 10/14	4FCO											
BURPENGARY CMD												
Stn 31 - Burpengary - 10/14		1+3										
Stn 28 - Caboolture - 10/14		1+3					1+1					
Stn 29 - Bribie Island - 5 Dy		1SO										
PETRIE CMD												
Stn 25 - Petrie - 10/14		1+3										N/C
Stn 24 - Eatons Hill - 10/14		1+3										
Stn 23 - Arana Hills - 10/14		1+3										
Stn 26 - Kippa-Ring - 10/14		1+3										
HENDRA CMD												
Hendra - 10/14		1+3			2FF						N/C	
Bracken Ridge - 10/14		1+3		N/C								N/C
Taigum - 10/14		1+3										
Chermside - 10/14						1+3	1+1					
KEMP PLACE CMD												
Stn 1 - Kemp Place - 10/14		1+3				1+3			1+1			N/C
Stn 3 - Annerley - 10/14		1+3										
Stn 7 - Cannon Hill - 10/14		1+3										
ROMA STREET CMD												
Stn 2 - Roma Street - 10/14		1+3	1+3		2FF			1+1		N/C	N/C	N/C
Stn 4 - Windsor - 10/14		1+3										
PULLENVALE CMD												
Stn 19 - Pullenvale - 10/14		1+3		N/C								
Stn 5 - Ashgrove - 10/14		1+3										
Stn 8 - Enoggera - 10/14		1+3	N/C									
Stn 12 -Taringa - 10/14		1+3										
DURACK CMD												
Stn 18 - Durack - 10/14		1+3			2FF						N/C	
Stn 20 - Mt Ommaney - 10/14		1+3										
Stn 13 - Rocklea - 10/14		1+3										
Stn 10 - Acacia Ridge - 10/14		1+3										
MT GRAVATT CMD												
Stn 17 - Wishart - 10/14						1+3	1+1					
Stn 9 - Camp Hill - 10/14		1+3										
Stn 15 - Wynnum - 10/14		1+3										N/C
Stn 30 - Capalaba - 10/14		1+3										N/C
CLEVELAND CMD												
Stn 47 - Cleveland - 10/14		1+3									N/C	
Stn 6 - Redland Bay - 10/14		1+3		N/C								
Stn 61 - Dunwich - 5 Day		1SO										

		A	В	I	J	L	S	W	Y	$\mathbf{Z}$
FIRE COMMUNICATIONS CENTRES										
FireCom SER - 5 Day	1FCM									
FireCom SER - 10/14	1FCS									
FireCom SER - 10/14	3FCO									
GOLD COAST NORTH CMD										
Stn 30 - Pimpama - 10/14		1+3								N/C
Stn 31 - Southport - 10/14		1+3	1+3				N/C	N/C		N/C
Stn 36 - Helensvale - 10/14		1+3								
Stn 37 - Hollywell - 10/14		1+3								
Stn 39 - Nerang - 10/14		1+3				1+1			N/C	
GOLD COAST SOUTH CMD										
Stn 32 - Surfers Paradise - 10/14		1+3		2FF	1+3					
Stn 33 - Burleigh Heads - 10/14		1+3								N/C
Stn 34 - Bilinga - 10/14		1+3								
Stn 40 - Robina - 10/14		1+3								
SCENIC RIM CMD										
Stn 66 - Beaudesert - 5 Day		1SO								
IPSWICH CMD										
Stn 43 - Bundamba - 10/14		1+3				1+1			N/C	
Stn 46 - Camira - 10/14		1+3								N/C
Stn 44 - Karana Downs - 10/14		1+3								
Stn 48 - Ripley - 10/14		1+3					1+1			
Stn 49 - Brassall - 10/14		1+3								2N/C
LOGAN CMD										
Stn 35 - Beenleigh - 10/14		1+3				1+1			N/C	N/C
Stn 38 - Woodridge - 10/14		1+3								
Stn 41 - Loganlea - 10/14		1+3								N/C
Stn 42 - West Logan - 10/14		1+3								
Stn 55 - Yarrabilba - 10/14		1+3								
LOCKYER SOMERSET CMD										
Stn 77 - Gatton - 5 Day		1SO								

7. Far Northern Region									
Function / Location		A	В	E	I	L	S	Y	Z
FIRE COMMUNICATIONS CENTRES									
FireCom FNR - 5 Day	1FCM								
FireCom FNR - 10/14	2FCO								
NORTHERN CMD									
Cairns - 10/14		1+3			N/C	1+1	N/C	N/C	
Cairns South - 10/14		1+3	N/C						
Port Douglas - 5 Day		1+3							
Smithfield - 10/14		1+3							N/C
Thursday Island - 5 Day		1SO						N/C	
SOUTHERN CMD									
Gordonvale - 5 Day		1SO		N/C					N/C
Innisfail - 7 Day		1+3						N/C	N/C
Tully - 5 Day		1SO							
WESTERN CMD									
Mareeba - 7 Day		1+3	N/C	N/C				N/C	
Atherton - 7 Day		1+3	N/C					N/C	

8. State operations			
Function / Location	L	0	S
Specical & Technical Response Branch (STRB)			
50 Stn - 10/14	1+1	1+1	1FF
Research and Scientific Branch			
50 Stn - 10/14		1+1	

## 9. Explanatory notes

- (1) This schedule is accurate at 1 January 2023.
- (2) This is not a mandatory crewing requirement preventing movement of appliances and staff for operational requirements as and when required.
- (3) Appliance types are listed by their alpha identifier.

## Schedule 7 – Cost of Living Adjustment

#### 1. Definitions

- (1) **Agreement year** means one of the three 12-month periods from 1 July in one year to 30 June in the following year that includes a *calculation date*.
- (2) **Base wages** for an *eligible employee*, means the salary actually payable to the particular employee in the relevant *agreement year* for work covered by this Certified Agreement and includes higher duties performed by the employee under this Agreement and includes the casual loading where applicable. It does not include any other allowances or additional payments howsoever described (such as: disability allowances or special rates, all-purpose allowances, overtime payments, shift penalties, weekend penalties, public holiday penalties, aggregated penalties or allowances, any payments of accrued leave where the leave is not taken; any payments for TOIL where the TOIL is not taken, COLA payments from previous periods, etc).
- (3) **Calculation date** means, either:
  - (a) 30 June 2023 (COLA Payment Year 1); or
  - (b) 30 June 2024 (COLA Payment Year 2); or
  - (c) 30 June 2025 (COLA Payment Year 3).
- (4) **COLA payment percentage** see section 3.2
- (5) **CPI** means the Brisbane Consumer Price Index (all groups, March quarter annual percentage change from the March quarter of the previous year), for the March that falls within the relevant *agreement year*, as published by the Australian Bureau of Statistics. Treasury will advise agencies of the CPI relevant to COLA considerations upon its release in each year.
- (6) **Eligible employee** see clause 2.
- (7) **Queensland Government employee** means a person employed in a government entity, as defined in section 24 of the *Public Service Act 2008* as in force at 1 October 2022, and the entities specified at sections 24(2)(c), 24(2)(d) and 24(2)(h) of the Act: the parliamentary service, the Governor's official residence and its associated administrative unit, and the police service.
- (8) **Wage increase** under the Agreement means the wage increase of either 4%, 4% or 3%, as specified in clause 20 of this Certified Agreement, that occurs at the commencement of an *agreement year*.

#### 2. Eligibility

- (1) Eligible employees covered by this Agreement may be entitled to receive COLA payments based on the calculation dates, for up to three years only, and ending for the calculation date of 30 June 2025.
- (2) An employee is an *eligible employee* if they performed work under this Agreement during a relevant *agreement year* and they are covered by this Agreement on the relevant *calculation date* for the associated COLA Payment.
- (3) In recognition of employee mobility across the sector, where an employee would otherwise be an *eligible employee* in accordance with (2), but they are not covered by this Agreement on the relevant *calculation date* due to being employed elsewhere as a *Queensland government employee* on the *calculation date*, they will be deemed to be an *eligible employee* for the associated COLA Payment. To facilitate payment of the COLA Payment in this circumstance, the employee is required to provide relevant details of their eligibility to <a href="mailto:hr@qfes.qld.gov.au">hr@qfes.qld.gov.au</a>.

- (a) Example:
  - an employee works for the first 3 months under this Agreement, during a relevant agreement year, then takes up employment with a different department. They remain employed with the new department as at the relevant calculation date under this Agreement. Provided the employee provides the required notice and details of their current employer (as specified above) which confirms that they are a Queensland government employee as at the calculation date, they will be an eligible employee for that particular COLA Payment.
- (4) An employee who starts being covered by this Agreement after a *calculation date* is not eligible for the associated COLA Payment.
  - (a) Example:

    an employee starts being covered by the agreement on 17 July 2023. The employee is not eligible for COLA Payment Year 1.
- (5) An *eligible employee* who did not perform work under this Agreement for the full *agreement year*, will receive a pro-rata COLA payment by reference to the *base wages* they received that was attributable to work under this Agreement.
  - (a) Example one:

    an eligible employee is employed and works for 5 months under this Agreement during a relevant agreement year. Their base wages for the agreement year will reflect the 5 months they worked.
  - (b) Example two:

    an eligible employee is employed for 12 months under this Agreement during a relevant agreement year and in those 12 months, works for 6 months, takes 3 months leave at half pay and takes 3 months leave without pay, under this Agreement. Their base wages for the agreement year will reflect the 6 months they worked, 3 months where they earned half pay and 3 months where they earned no pay.
  - (c) Example three:
     an employee is employed for 12 months under this Agreement during a relevant agreement year and in those 12 months, works for 6 months under this Agreement and is temporarily seconded and works for 6 months under a different Agreement. Their base wages for the agreement year will the reflect 6 months they worked under this Agreement.
- (6) An *eligible employee* who is casual or part-time will receive a pro-rata COLA payment based on the hours they worked in the relevant *agreement year* because of the definition of *base wages*.
  - (a) Example:

    a part-time employee works 0.6 full-time equivalent during the agreement year. The employee's base wages for the agreement year reflect their hours of work.
- (7) In addition to the other requirements of this clause, casual employees are eligible employees provided they have performed work under this Agreement, or as a *Queensland government employee*, within the 12-week payroll period immediately prior to the relevant *calculation date*.

### 3. Calculation and payments

- (1) A COLA Payment is only payable if, for the relevant *agreement year*, *CPI* exceeds the *wage increase under the Agreement*.
- (2) The relevant COLA Payment is calculated by first determining the percentage difference between the wage increase under the Agreement and CPI for the relevant agreement year and each COLA Payment is

capped at 3% (the 'COLA percentage').

(a) Example one:

For COLA Payment Year 3, the agreement year is 1 July 2024 to 30 June 2025. The wage increase under the Agreement is 3% on 1 July 2024. In April 2025, the ABS releases the CPI figure for March 2025 as 3.9%. The COLA Payment is calculated as the difference between 3% and 3.9%, i.e. 0.9% is less than the 3% cap, therefore the COLA percentage is 0.9%.

- (b) Example two:
  - For COLA Payment Year 1, the agreement year is 1 July 2022 to 30 June 2023. The wage increase under the Agreement is 4% on 1 July 2022. In April 2023, the ABS releases the CPI figure for March 2023 as 7.5%. The COLA Payment is calculated as the difference between 4% and 7.5%, i.e. 3.5%. However, because the COLA Payment is capped at 3%, the COLA percentage is 3%.
- (3) To calculate an *eligible employee's* COLA Payment, the relevant employee's *base wages* for the *agreement* year are adjusted to determine what their *base wages* would have been if the *relevant wage increase under the Agreement* had not been applied for that *agreement year*. This is done by using the following formula to first determine the value of 'a':
  - a = 100 / (1 + relevant wage increase under the Agreement expressed as a decimal)Then the relevant employee's *base wages* are then multiplied by 'a', where 'a' is expressed as a percentage:
  - (a) Example: The wage increase in the Agreement for that agreement year was 4% on 1 July 2022. The base wages payable to the relevant employee for the agreement year from 1 July 2022 to 30 March 2023 is \$90,000. The calculation occurs as follows:

```
a = 100/(1 + 0.04)

a = 96.1538

$90,000 adjusted by 96.1538% = $86,538.42;
```

- (4) The figure from (3)(a) is then multiplied by the COLA Percentage calculated in (2) to determine the particular employee's COLA Payment for that *agreement year*.
  - (a) Example: The COLA percentage is 3%. \$86,538.42 multiplied by 3% = \$2,596.15
- (5) COLA Payments are one-off, do not form part of base salary and will be taxed according to the applicable law.

#### 4. Timing of information and payments

- (1) For *eligible employees* under clause 2(2), if payable, the relevant COLA Payment will be made within three (3) months following the relevant *calculation date* and release of the *CPI*.
- (2) For *eligible employees* under clause 2(3), if payable, the relevant COLA Payment will be made within three (3) months of the employee providing the notice of their employment pursuant to clause 2(3).
- (3) QFES will provide advice to unions and employees covered by this Agreement on the timing of payroll processing for each COLA payment.

## SIGNATORIES

Signed for and on behalf of Queensland Fire	and Emergency Services
Signature	Michael Wassing AFSM Date:
In the presence of:	
Signature	Teneille Elliott Date:

Signed for and on behalf of United Firefighters' Union of Australia, Union of Employees, Queensland	
Signature	John Oliver
	Date:
In the presence of:	
Signature	Anthony Cooke
	Date:

Signed for and on benaif of Queensland Fire	e and Rescue - Senior Officers Union of Employees
Signatura	Adrian Stafford
Signature	Date:
In the presence of:	
Signature	Craig Nolan

Signed for and on behalf of Together Qu	ueensland, Industrial Union of Employees
Signature	Alex Scott
	Date:
In the presence of:	
Signature	Michael Thomas