

# **Standing** Order

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# **Auxiliary Employment Conditions**

# **Purpose**

The primary purpose of this Standing Order (SO) is to detail the employment conditions of Auxiliary firefighters. It is intended to ensure that the responsibility of the Queensland Fire and Emergency Services (QFES) to provide emergency response, community education and other activities is supported by Auxiliary firefighters who are properly trained, equipped and remunerated.

# **Application**

This SO applies to all QFES Auxiliary firefighters.

### **Definitions**

# D.1 Auxiliary Firefighter

Generic term used to describe all members of the Auxiliary workforce irrespective of rank or role.

### D.2 Officer-in-Charge (OIC)

Most senior Auxiliary firefighter at a station, emergency incident or other QFES activity.

### D.3 Captain

The highest rank of Auxiliary firefighter. This Officer is in charge of a station and is responsible for the running and good order of the station or in the alternative is responsible for the management of the Auxiliary Station. This rank is not utilised at 24-hour permanent full-time crewed stations.

### D.4 Lieutenant

This Officer is second-in-charge of an Auxiliary fire station and may take on the role of OIC in the absence of the Captain.

### D.5 Auxiliary Firefighter Grade 2

An experienced member of a firefighting crew who undertakes all duties as allocated by a more senior Officer. They have completed the Auxiliary Recruit Training and Education Program (ARTEP), attained their Medium-Rigid (MR) Vehicle driver's licence and served a minimum of 12 months continuous and satisfactory operational service. This Officer may be directed to take on the role of OIC in the absence of the Captain or Lieutenant.

### D.6 Auxiliary Firefighter Grade 1

These Officers undertake all duties (appropriate to their level of training) as allocated by a more senior officer. ARTEP (FNA410) has been successfully completed and they can respond to emergency incidents (FX004).

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#### **D.7 Auxiliary Recruit**

An Auxiliary Firefighter who has completed all phases of the selection process and whose appointment has been approved. Auxiliary Recruits attend regular drill activities and other Queensland Fire and Emergency Services activities, with the exception of emergency incidents (FX004).

#### **D.8 Auxiliary Support Officer**

An Auxiliary Support Officer is a volunteer for the station. These Officers are unpaid and assist with non-operational duties including station/equipment maintenance, administration and community education activities.

In exceptional circumstances, Auxiliary firefighters who are no longer able to undertake operational duties, however possess a particular skill that QFES would like to retain (e.g. qualified first aid trainer), may be appointed as an Auxiliary Support Officer and paid for those particular duties only. Such an arrangement is subject to the approval of the Assistant Commissioner (AC).

(These Officers are to be recorded on the establishment/payroll system for reporting purposes only. They are to be allocated to an "over establishment" Auxiliary Support Officer position with a pay rate of FX006.)

#### **D.9 Auxiliary Community Safety Officer**

This role assists an Auxiliary station or group of stations to achieve community safety related targets and initiatives. The incumbent must have experience as a qualified Auxiliary firefighter or equivalent, however, may elect to not respond to emergency incidents upon appointment to this position. This Officer may be responsible for the coordination and/or the delivery of community safety activities.

#### D.10 **Auxiliary Area Training Coordinator**

This role assists an Auxiliary station or group of stations to attain and maintain operational skills. This Officer may be responsible for the coordination and/or the delivery of training packages. Refer Role Description.

#### D.11 **Auxiliary Crew**

Minimum number of Auxiliary firefighters who may respond to an emergency incident, i.e. preferably one Officer + three firefighters, although it is recognised that this may not always be possible for initial response. Officers should only carry out duties in accordance with level of training and if safe to do so. Refer QFES Operations Doctrine Incident Directive (INCDIR) 4.1 Emergency Response – Auxiliary Firefighters.

#### **Primary Employer** D.12

For the purpose of this SO, the primary employer is the Auxiliary firefighter's usual place of work, including self-employment. The QFES is considered to be a secondary employer in its employment of Auxiliary firefighters.

# **Policy**

#### 1. Recruitment

#### 1.1 **Mandatory Requirements**

- **1.1.1** Applicants must meet the following prior to being considered for employment:
  - Be 18 years old at commencement of employment.
  - Employer's written consent to attend incidents and emergencies (where applicable).

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- Live or work within a reasonable distance of the Auxiliary fire station.
- Australian Resident Status.
- Manual 'C' class drivers licence.
- **1.1.2** The QFES expects that all Auxiliary firefighters will commit to the following, throughout their employment:
  - Attending incident and emergency calls:
    - 50% of incidents
  - 75% of regular drill activities. (Special attendance conditions may be negotiated to suit other work requirements).
  - Obtaining an MR class driver licence, at their own expense, within 12 months of employment.
  - Participating in ongoing skills acquisition and maintenance programs, including first aid/emergency care.
  - Complying with the QFES policies and procedures including code of conduct, safety and personal presentation standards.

#### 1.2 **Appointment of Minors**

Applicants under the age of 18 shall not be appointed as Auxiliary Firefighters. Applicants between the ages of 16 and 18 are encouraged to become Auxiliary Support Officers.

#### 1.3 **Selection Process**

In all instances, selection activities will occur at the local fire station or designated regional training venue. Travel (including meals) and accommodation expenses are the responsibility of the applicant. The QFES will provide all assessment materials. Refer QFES Standing Order SO-Q-BM-3.3 -Auxiliary Firefighter Selection Process for details.

### 1.3.1 Auxiliary Support Officer

- (i) Application Form;
- (ii) Interview:
- (iii) Referee Check; and
- (iv) Criminal History Check.

# 1.3.2 Auxiliary Firefighter

- Application Form; (i)
- Aptitude Assessment: (ii)
- Physical Assessment; (iii)
- Interview: (iv)
- Referee Check: (v)
- (vi) Medical Examination: and
- (vii) Criminal History Check.

### 1.3.3 Lieutenant or Captain

- 1.3.3.1 Vacancies must be advertised, as a minimum, on the noticeboard of the station at which the vacancy has occurred for a period of 21 days.
- **1.3.3.2** A Role Description detailing the role must be provided to all interested parties.
- 1.3.3.3 Applicants will be assessed against the selection criteria (i.e. via written application and interview).

- 1.3.3.4 Interview panels should include the Area Commander (ACDR) (or their delegate), a Captain (not from the same station as the vacancy) and the Station OIC (Lieutenant and/or other Department officer for Captain) The panel's recommendation must be discussed with the local Captain prior to announcement.
- **1.3.3.5** Appointment notifications must be listed, as a minimum, on the noticeboard of the station at which the vacancy occurred, for 21 days from the date of appointment.

### 1.3.4 Review of Selection Process

- **1.3.4.1** Applicants who are dissatisfied with a selection process (on grounds of either process or merit) may seek a review of the decision through their respective AC.
- **1.3.4.2** Requests for review must be submitted, in writing, within 21 days of the appointment.

# 2 Performance Management

It is the responsibility of the ACDR and OIC of the station to monitor individual performance and address any unsatisfactory elements. Auxiliary firefighters should be given reasonable opportunity to rectify a deficiency before any disciplinary action is taken, which may result in dismissal.

### 2.1 Probation

- **2.1.1** Appointment as an Auxiliary firefighter is subject to a probationary period of six months.
- **2.1.2** An AC, in consultation with the ACDR and OIC, may extend a probationary period to allow for periods of approved leave occurring during the initial probationary period.
- **2.1.3** An AC, in consultation with the ACDR and OIC, may extend a probationary period for an agreed period of time, not exceeding six months, to address an identified performance deficiency. It must be supported by suitable documentation.
- **2.1.4** If there is a valid reason to cease to employ a probationary Auxiliary firefighter, QFES please refer to the Human Resource (HR) Delegations.

### 2.2 Unsatisfactory Performance

- 2.2.1 If an Auxiliary firefighter fails to maintain compliance with clause 1.1 of this SO, an assessment on the continuing suitability to serve is to be made. If it is deemed that their failure compromises their ability to deliver fire service to the community, they are to be issued with a Notice to Show Cause (NTSC) why they should not be dismissed. Refer to the HR Delegations.
- 2.2.2 If an Auxiliary firefighter is performing their duties in an unsatisfactory manner, they are to be placed on a Performance Improvement Plan. If they are unable to demonstrate a satisfactory level of performance after a maximum period of 12 months on such a performance plan, the following options are available:
  - 2.2.2.1 Auxiliary firefighter to be counselled to consider resigning from the QFES with no prejudice to any subsequent application for an Auxiliary firefighter role should their circumstances change; or

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2.2.2.2 If the Auxiliary firefighter is unwilling to voluntarily resign, they can be issued with a NTSC why they should not be dismissed for unsatisfactory performance of duties resulting in having become an administrative liability to the effective delivery of fire and emergency services to the community.

#### 3 **Attendance**

In order to ensure station capacity for emergency incidents and that all personnel receive adequate training, all Auxiliary firefighters must attend a percentage of regular drill activities based on 2 hours per week minimum and station and specialised courses and emergency incidents as detailed at clause 1.1.2 of this SO.

It is the responsibility of the ACDR and the OIC of the station to ensure adequate crew levels are available to respond to emergency incidents at all times.

#### 3.1 **Training Calendar**

A program of projected training dates will be provided to all station personnel on a regular basis.

#### 3.2 **Failure to Attend Drill Activities**

Where no prior approval has been granted, an Auxiliary firefighter who fails to attend three consecutive regular drill activities will be required to explain such absences to the OIC.

#### 3.3 **Review of General Attendance**

- An Auxiliary firefighter's general level of attendance at incidents and training will be monitored by the OIC, over three monthly periods, exclusive of periods of approved leave. Where attendance falls below the requirements prescribed at 1.1.2 of this SO, the OIC will discuss the matter with the Auxiliary firefighter concerned. Where, due to employment/personal reasons, this standard is not possible, the ACDR may enter into an agreement with the Officer. Attendance deemed necessary to maintain core operational skills is paramount to such an agreement.
- 3.3.2 Recurrent deficiencies in attendance will be raised with the ACDR as an abandonment of employment.
- 3.3.3 Variations to the above standards are acceptable for periods of approved leave and other mitigating circumstances. An Auxiliary firefighter must inform, in writing, the ACDR and OIC of any periods of leave of seven days or longer.

#### 4 Remuneration

#### 4.1 **Hourly Rates**

Auxiliary firefighters shall receive remuneration for attendance at authorised QFES activities.

This clause shall not apply to those Auxiliary firefighters who are part of a transitional brigade, i.e. in the process of changing from rural volunteer to Auxiliary or vice versa. These Officers shall collectively negotiate their terms of payment with the Commissioner, QFES, or delegate, on an annual basis during the transitional period, to the limit of those outlined in this SO. Any such agreement shall apply to the members of the named brigade only and shall be subject to the approval of the Commissioner, QFES.

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- **4.1.1** Claims for payment are to be made to the nearest 15-minute interval with a minimum payment of two hours for each event. Where more than one event is attended consecutively prior to completion of post incident responsibilities, the claim will be for the total period in 15-minute intervals with a minimum payment of one hour.
- **4.1.2** Paid time for attendance at emergency incidents shall commence from the time the Auxiliary firefighter receives a call/page and conclude upon completion of post-incident responsibilities. Payment for all other activities is to be limited to the time in attendance between the official starting time and the official finishing time, with a minimum payment of two hours.
- **4.1.3** Auxiliary firefighters who respond to the station and are not required to initially turn out, shall remain on duty until whichever of the following occurs:
  - **4.1.3.1** A "Stop" call is received;
  - 4.1.3.2 The OIC directs them to "Stand Down" and await further advice; or
  - **4.1.3.3** One hour from initial call has passed.
- 4.1.4 The number of Auxiliary firefighters and the period of time permitted for the completion of post incident responsibilities shall be at the discretion of the OIC. Every effort shall be made to release Officers with primary employment obligations as soon as practicable.
- **4.1.5** Remuneration claims for individual tasks undertaken toward authorised projects or administrative responsibilities, e.g. phone calls, are to be accumulated during the respective pay period and claimed as a lump sum to the nearest 15-minute interval.

# 4.2 Hourly Rates

Hourly rates are as provided in Schedule A, Part 1 of this SO. These rates will be reviewed in conjunction with periodical remuneration negotiations which occur approximately every three years.

### 4.2.1 Commercial Activities

Where an Auxiliary firefighter is engaged by the commercial arm of QFES to conduct training activities with external organisations, they shall be remunerated as per Schedule A, Part 6 of this SO.

### 4.3 Commencement of Remuneration

An Auxiliary firefighter shall commence to be remunerated at the rate of Auxiliary Firefighter Grade 1, upon commencement of employment as an Auxiliary firefighter in the QFES.

### 4.4 Pay Point Progression

An Auxiliary Firefighter Grade 1 will progress to Auxiliary Firefighter Grade 2 upon satisfactory completion of:

- FNA411 Auxiliary Recruit Training and Education Program;
- Attainment of MR class driver licence; and
- A minimum of 12 months continuous and satisfactory operational service.

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### 4.5 Submission of Timesheets

- **4.5.1** Auxiliary firefighters must ensure completion of a timesheet as a record of their hours worked on a monthly basis in order to claim the relevant remuneration. Managers are required to submit all timesheets to payroll prior to cut-off dates.
- **4.5.2** These records are to be endorsed by the individual Auxiliary firefighter in confirmation of their accuracy, wherever possible.
- **4.5.3** Where an ACDR identifies the need to alter a timesheet claim prior to submission for payment, they shall discuss the matter with the OIC and respective Auxiliary firefighter prior to making the change. Care should be taken to ensure agreed claims are forwarded to Payroll prior to the allocated deadline.

### 4.6 Captains Allowance

Captains shall be paid an annual allowance in compensation for the responsibilities as detailed in Captains position description.

### 4.6.1 Allowance Rates

Captains Allowance Rates are as provided in Schedule A of this document. They shall be payable at the rate of 1/12 of the annual rate per month, in arrears.

### 4.6.2 Review of Population Statistics

The population statistics applicable to urban levy boundaries shall be sourced from the latest Australian Bureau of Statistics National Census. Alterations to allowance payments resulting from population movements, shall be subject to relevant public sector approval processes.

### 4.6.3 Review of Annual Captains Allowance Rates

The value of Annual Captains Allowances shall be reviewed in conjunction with periodical remuneration negotiations as discussed at Clause 4.2 of this SO.

### 4.6.4 Change of Circumstances

The Captains Allowance Rate applicable to a station is based on the respective population statistics.

- **4.6.4.1** A Captain in receipt of an allowance, who ceases to be eligible for the payment of such allowance due to a change in station staffing strategies, shall continue to receive such an allowance for a period of 12 months from the date of the change.
- **4.6.4.2** A Captain who transfers between stations, shall adopt the allowance applicable to the new station.
- **4.6.4.3** A Captain in receipt of an allowance who is demoted through either misconduct proceedings or voluntarily shall cease to receive such an allowance from the date of the demotion.
- **4.6.4.4** A Captain in receipt of an allowance who voluntarily transfers to another station, at a rank other than Captain, shall cease to receive such an allowance from the date of the transfer.

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#### 4.7 **Sunset Clause Recipients**

- 4.7.1 Auxiliary firefighters and Lieutenants who are in receipt of an allowance previously payable to Lieutenants in return for station management type responsibilities at the commencement of this SO, as a result of previous agreements, shall continue to receive such allowance whilst they retain that role, at that location only.
- Captains who are in receipt of an allowance, for station management type responsibilities, in excess of that which would ordinarily apply to that location, at the commencement of this SO, as a result of previous agreements, shall continue to receive such allowance whilst they retain that role, at that location only.
  - The Sunset Allowance Rate applicable to these incumbents, shall continue to be absorbed over time in accordance with any applicable increase resulting from clause 4.6.3 of this SO.
- 4.7.3 No increase shall be applied to allowances payable under this clause.
- 4.7.4 The above-mentioned allowance payments apply to the incumbent only and do not transfer to an Auxiliary firefighter undertaking relieving responsibilities or to the incumbent's successor.
- Auxiliary firefighters, who are in receipt of an allowance under this clause, and who take 4.7.5 a period of approved leave shall cease to receive such allowance for the period of leave in excess of 28 days.

#### 4.8 **Representatives of Employee Organisations**

- The QFES will remunerate Auxiliary firefighters who attend workshops, conferences and 4.8.1 meetings as representatives of their employee organisation where an invitation is extended by the QFES, unless otherwise advised.
- **4.8.2** Payment shall be at their ordinary Auxiliary rate plus applicable motor vehicle allowances for related travel, where they are required to use their private vehicle.
- The QFES will not pay for time spent in travel to these events, except where there is a 4.8.3 loss of ordinary wages (i.e. from primary employer) as a direct result. Compensation is limited to a maximum of eight hours per day.

#### 4.9 **Service Payments**

Auxiliary firefighters will accrue long service leave in accordance with the Industrial Relations Act 1999 provisions, for casual employees.

#### 5 Relieving

Where an Auxiliary firefighter is appointed to relieve an Officer of a higher rank and assumes full duties and responsibilities of the position, they shall be paid at the rate equal to the position in which they are relieving for the period of the relief.

#### 5.1 Minimum Period

Relieving in a higher ranked position shall only occur where the position is unoccupied for a period of seven days or greater.

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#### 5.2 **Relief Ranks**

Relieving duties will occur in Lieutenant and Captain roles only.

#### 5.3 **Annual Captains Allowance**

- 5.3.1 Where the Officer being relieved is in receipt of an annual allowance, the Auxiliary firefighter undertaking the relieving shall receive a pro-rata payment of such allowance equal to 1/365 of the total annual allowance for each day of relief.
- **5.3.2** If the Officer who is being relieved is in receipt of an annual allowance, payment of this annual allowance shall cease for the period of relief in excess of 28 days.

#### 5.4 Control of an Incident

An Auxiliary firefighter, who attends an emergency incident and takes command of the incident in the absence of the Lieutenant or Captain, shall be remunerated at the hourly rate of Lieutenant for the period in charge. This Auxiliary is also responsible for the completion of all post incident responsibilities of the OIC and shall be remunerated at the higher rate for these duties.

#### **Travel** 6

For the purposes of this SO, travel is undertaken when the distance travelled to an authorised event is greater than that which would have been travelled had the event been at the Auxiliary firefighter's home station. The distance that may be claimed is that which is in excess of that between their permanent residence/primary employment and their home station.

#### 6.1 **Reimbursement for Travel Expenses**

Where Auxiliary firefighters have prior approval to use their own vehicles, to travel to a structured training course or other approved QFES business, away from their home station, they shall be eligible for payment of allowances or reimbursement of expenses as set out in Schedule A of this SO.

ACDRs will seek receipts as evidence of expenses outlaid.

#### 6.2 **Travel Arrangements**

Where multiple Auxiliary firefighters are travelling from the same station to the same event, vehicle and accommodation expenses must be limited. It is recommended that at least two staff travel in each vehicle and a suitable single or twin share accommodation be utilised in all instances. ACDRs must stipulate travel and accommodation guidelines prior to travel occurring.

#### 6.3 **Payment for Travel Time**

Where an Auxiliary firefighter is required to travel to attend a structured training course or other approved QFES business and suffers a loss of ordinary wages (i.e. from primary employer) as a direct result (e.g. required to take time at no pay), they may apply for compensation. Upon provision of satisfactory evidence, the ACDR may approve payment for this time at the Auxiliary firefighter's ordinary Auxiliary rate per hour lost, up to a maximum of eight hours per day.

An Auxiliary firefighter will not be remunerated for any time spent in travelling to attend structured training courses or other approved QFES business, under any other circumstances.

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### 6.4 Fatigue Management

- **6.4.1** ACDRs must ensure that the duration of training courses and other QFES events (i.e. start and finish times) are compatible with the travel that is necessary for participants to attend.
- **6.4.2** Provision of accommodation may be necessary for some participants to ensure sufficient time for event agenda. ACDRs should exercise discretion in providing overnight accommodation to participants required to travel distances.

### 7 Leave

### 7.1 Annual Leave

Auxiliary firefighters do not accrue annual leave during their employment with the QFES and, therefore, are not eligible to take such a period of paid absence. The Auxiliary hourly rate includes a loading in lieu of such leave.

### 7.2 Sick Leave

Auxiliary firefighters do not accrue sick leave during their employment with the QFES and, therefore, are not eligible to claim payment for incidents and events not attended due to illness. The Auxiliary hourly rate includes a loading in lieu of such leave.

# 7.3 Long Service Leave

Auxiliary firefighters will accrue long service leave during their employment with the QFES from 1 January 2008.

- **7.3.1** An Auxiliary firefighter is entitled to long service leave on full pay after ten years of continuous service.
- **7.3.2** Calculations for the payment of long service leave will be based on the formula applied in the *Industrial Relations Act 1999*.
- **7.3.3** An Auxiliary firefighter who completes a further five years continuous service will be entitled to a proportionate amount of long service leave on full pay.
- **7.3.4** Where an Auxiliary firefighter has completed at least seven years continuous service, they will be entitled to a proportionate payment for long service leave on their termination providing the termination is not a dismissal for the Auxiliary firefighters conduct, capacity or performance.
- **7.3.5** All service with the QFES will be classed as service for the purposes of long service leave, however, payment for long service leave will only apply for those periods which have not been compensated by the Service Payment.
- **7.3.6** For the purposes of this section a <u>proportionate amount</u> under clause 7.3.3 means that proportion of week's entitlement that would apply for a five year period.
- 7.3.6 For the purposes of this section, a break in service up to three months as a result of approved leave or resignation shall continue to count as service and shall not break continuity of service. Leave between three and twelve months will not be counted as service but will not break continuity of service. Leave in excess of 12 months shall break continuity of service.

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### 7.4 Family Leave

- **7.4.1** Auxiliary firefighters are not eligible for paid family leave during their employment with the QFES. They may, however, seek approval for up to twelve months leave of absence to prepare and care for a new child.
- **7.4.2** Annual allowances shall cease to be paid during such absences in accordance with clauses 4.7.5 and 5.3.2 of this SO.
- **7.4.3** All uniforms and protective equipment shall be returned to their home station for the duration of the leave.
- **7.4.4** Such leave will not constitute a break in service, however, will not be counted as service where the period exceeds three months.
- **7.4.5** Officers shall be required to provide evidence that they continue to meet the QFES Medical Standards for employment, prior to returning to work.

### 7.5 Leave of Absence

- **7.5.1** Auxiliary firefighters may seek approval for up to twelve months leave of absence from any or all regular duties. The ACDR may ask for a reason for such leave prior to considering approval.
- **7.5.2** Annual allowances shall cease to be paid during such absences in accordance with clauses 4.7.5 and 5.3.2 of this SO.
- **7.5.3** All uniforms and protective equipment shall be returned to their home station for the duration of the leave.
- **7.5.4** Such leave will not constitute a break in service, however, will not be counted as service where the period exceeds three months.
- **7.5.5** Officers shall be required to provide evidence that they continue to meet the QFES Medical Standards for employment, prior to returning to work.

### 7.6 Leave Taken from Primary Employer

- **7.6.1** Auxiliary firefighters may seek approval for a leave of absence to be taken concurrently with leave from their primary employer.
- 7.6.2 Auxiliary firefighters on sick leave or workers' compensation from their primary employer must inform the QFES and must take a leave of absence from the QFES for the duration of this leave, unless otherwise approved. Upon cessation of their workers' compensation claim with their primary employer, they will provide evidence that their claim has ceased and they are able to return to normal duties. Return to QFES duties shall only occur upon provision of advice from a medical practitioner, confirming operational suitability.
- **7.6.3** Such leave will not constitute a break in service, however, will not be counted as service where the period exceeds three months.

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#### 8 Specialised Incidents

#### 8.1 **Home Station**

Ordinarily, all Auxiliary firefighters attached to a station will be contacted in response to an incident. However, the AC may choose to select a reduced number of Officers to be available for particular types of incidents where it is foreseen that only one crew may be required. This roster is to work on a rotational basis across the entire station staff to ensure equitable allocation of work. It is the responsibility of the AC to consult with all stakeholders (e.g. station staff, ACDR, Firecom, Auxiliary Captain) prior to implementation.

#### 8.2 Incidents Prescribed by the Commissioner, QFES

The Commissioner, QFES, or delegate, may nominate or call for volunteers to attend particular emergency incidents. These may be intra or inter-region or inter-state.

#### 9 Superannuation

#### **QFES Contributions** 9.1

The QFES contributes to the Queensland Government Superannuation Fund (QSuper) on behalf of all Auxiliary firefighters who earn in excess of those amounts provided in Schedule A of this SO.

#### 9.2 **Employee Contributions**

Auxiliary firefighters may contribute to this fund. Arrangements can be made for deductions to be made through Payroll or funds can be sent direct to QSuper.

#### 9.3 **Insurance Coverage**

Death and Total and Permanent Disability Insurance is provided to all Auxiliary firefighters upon opening of their QSuper account. Premiums are automatically deducted from accounts. Continued coverage is discretionary and may be cancelled by contacting QSuper direct. **Note** – This coverage is a private arrangement between QSuper and the employee. Any payout under this policy is distinct from any claim under worker's compensation.

#### **Further Information** 9.4

Auxiliary firefighters will receive documentation direct from QSuper soon after the initial opening of their superannuation account. This information will detail the options for investing funds and will also detail other services and products available to members.

#### 10 **Workers Compensation**

Auxiliary firefighters are able to lodge a workers compensation claim under the Workers Compensation and Rehabilitation Act 2003 (as amended) if they are injured whilst performing their Auxiliary role. For information on compensation entitlements, refer to the DCS Workplace Health and Safety Standard (Core) - Workplace Injury Management. An Auxiliary firefighter on workers' compensation is required to inform their primary employer of any claims and/or injury.

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### 10.1 Loss of Wages

Auxiliary firefighters are to advise WorkCover Queensland (WorkCover) of their primary employment. The calculation of wages lost from primary employment will be made by WorkCover as per a prescribed formula. An Auxiliary firefighter who is self-employed should consider all workers' compensation options in relation to their business continuity. Self-employed Auxiliary firefighters should also consult with the Regional Workplace Health and Safety Coordinator (RWHSC) on the options available.

### 10.2 Volunteer Workers

Volunteer workers are able to make a claim for workers compensation through the Queensland Government Insurance Fund (QGIF). Common law damages claims should be submitted through QFES Public Liability Insurance.

### 10.3 Scope of Coverage

Workers compensation for Auxiliary and volunteer workers usually commences from the time the worker leaves their residence or place of primary employment. WorkCover performs assessment and determination of workers compensation claims on a case-by-case basis.

### 11 Rehabilitation

Rehabilitation is available for all Auxiliary firefighters who sustain a work related injury. Under the *Workers Compensation and Rehabilitation Act 2003*, and in accordance with DCS Rehabilitation Policy, all workers in receipt of compensation under this Act are required to participate in rehabilitation.

Reasonable and necessary rehabilitation will be offered where an Auxiliary firefighter has a claim for injuries sustained in the course of their Auxiliary duties. This may include the provision of suitable duties having regard to the worker's level of capacity. Rehabilitation programs are to be facilitated in conjunction with the primary employer and the Auxiliary firefighter's ability to perform their primary employment duties. Suitable duties for an Auxiliary firefighter on a rehabilitation program will be considered on a case-by-case basis.

Every effort is to be made to rehabilitate Auxiliary firefighters to their pre-injury level of function. In some instances, an Auxiliary firefighter will be unable to fulfil the normal requirements of their position. Assistance with vocational planning may also be considered as part of the rehabilitation intervention.

The QFES will assess rehabilitation intervention for Auxiliary firefighters on a case-by-case basis.

### 12 Insurance

### 12.1 Private Vehicles Used for QFES Business

QFES Operations Doctrine INCDIR 8.1 – Emergency Response Protocols applies when an Auxiliary firefighter responds directly to an incident in their private vehicle.

Claims for damage to private vehicles driven for authorised QFES business shall be in accordance with the *QFES Motor Vehicle Fleet Insurance Specification*. Claims will be assessed on a case-by-case basis.

### 12.2 Public Liability

QFES Public Liability Insurance shall cover injury, damage or loss of property belonging to a non-QFES employee as a result of the actions of an Auxiliary firefighter.

# 13 Training

The Auxiliary Firefighter Induction FFGC085 will provide a brief introduction to the QFES and some documents, tools and equipment that will be encountered.

All QFES Auxiliary firefighters are required to undertake the ARTEP to ensure they possess a minimum standard of core operational skills. There are pre-operational and post-operational components to this program. The pre-operational components must be satisfactorily completed before an Auxiliary firefighter can commence responding to emergency incidents.

Additional training may also be required to be undertaken in accordance with Regional priorities and identified local risks.

# 13.1 Regular Drill Activities

Auxiliary firefighters are required to attend 75% of regular drill activities (average of two hours per week as a minimum) in order to maintain their operational competencies.

### 13.2 Skill Maintenance

Ongoing training and skill maintenance opportunities will be provided to all Auxiliary firefighters throughout their employment to ensure they are able to address all emergency incidents and other Auxiliary firefighter duties. Assessors may utilise incident/event participation to assess current competency.

### 13.3 Remuneration

Attendance at regular drill activities and structured training courses shall be remunerated at the applicable Auxiliary firefighter rate.

# 14 Clothing

### 14.1 Initial Issue

Initial issue of QFES uniforms and personal protective equipment to Auxiliary firefighters shall occur as per Uniform Code (QFES Agreed List).

An Auxiliary firefighter will be issued with and provided instructions for the safe use and handling of a full set of structural firefighting kit **only** upon satisfactory completion of FNA410 Auxiliary Recruit Pre-operational Training. Pagers, where issued, should also only be issued at this time.

Auxiliary Support Officers should be issued with clothing and protective equipment appropriate to their role, e.g. stationwear, coveralls, hearing/eye protection. Auxiliary Support Officers are not to be issued with operational firefighting Personal Protective Equipment (PPE) or pagers.

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Item	Quantity	When
*Baseball Cap or Full Brimmed	1	Commencement
Belt and Buckle	1	Commencement
Bomber Jacket or Pullover	1	Commencement
Boots, Ankle	1	Commencement
Boots, Chemical	1	Completion FNA410
Boots, Turnout	1	Completion FNA410
Bushfire Jacket	1	Completion FNA410
Coveralls	1	Commencement
Epaulettes	1	Commencement
Felt Hat and Badge	1	Commencement
Flashhood	1	Commencement
*Gloves, Firefighter	1	Commencement
*Gloves, General Purpose	1	Commencement
Name Badge	1	Commencement
*Socks	2	Commencement
Stationwear Shirt	1	Commencement
Stationwear Trousers	1	Commencement
Tie	1	Commencement
*T-shirt	1	Commencement
Turnout Coat	1	Completion FNA410
Turnout Helmet	1	Commencement
Turnout Overtrousers	1	Completion FNA410

<sup>\*</sup> These items are not to be re-issued to other QFES personnel.

### 14.2 Epaulettes

- **14.2.1** Auxiliary firefighters who have completed one or more blocks of five years service shall be issued with epaulettes showing one red bar for each five-year period, up to 15 years (three bars).
- **14.2.2** Captains and Lieutenants shall not receive such markings as an indication of continuous service on their epaulettes.

### 14.3 Replacement

Where an Auxiliary firefighter can establish that uniforms or personal protective equipment need replacing either through loss, reasonable wear and tear or irreparable damage, a request should be made to the ACDR for replacement. The ACDR or delegate may ask to view or retrieve the garments being replaced.

### 14.4 Additional Issue

Sufficient uniforms should be provided to ensure Auxiliary firefighters are suitability attired for their duties, e.g. Auxiliary Area Training Officer, temporary firefighter, residential course attendance. G3 has to be serviceable.

### 14.5 Variations

The option is available for Auxiliary firefighters to nominate either short or long sleeve Stationwear shirts. No other variations shall apply without the express permission of the Deputy Commissioner, QFES.

# 14.6 Delays in Supply

So as to ensure correct uniforms and personal protective equipment are available to Auxiliary firefighters at all times, ACDRs should maintain a supply of surplus clothing. This equipment is to be used whilst awaiting cleaning, delivery, replacement or for warranty claims to be processed. Re-current delays in supply should be reported to the Operational Capability, State Operations Branch, QFES, Kedron Park for action.

### 14.7 Transfer

Where an Auxiliary firefighter is transferring to another station either within or outside of their Region, they are to return all uniforms and personal protective equipment to their ACDR who will forward them on upon confirmation of appointment.

### 14.8 Leave of Absence

Where an Auxiliary firefighter has been given approval for an extended period of absence, all uniforms and protective equipment shall be returned to the Auxiliary firefighter's home station.

### 14.9 Laundering

To ensure the life of garments is maximised and the quality is maintained, laundering of uniforms and personal protective equipment is to occur as outlined on garment tags and the QFES Uniform Code.

### 14.10 Second-hand Issue

- **14.10.1** ACDRs may elect to issue personal protective equipment, where appropriate. All equipment is to be properly laundered in accordance with the QFES Uniform Code, prior to re-issue and be serviceable.
- **14.10.2** Where an Auxiliary firefighter believes the equipment that they have been issued has not been adequately cleaned or is not operationally sound, they should inform their ACDR (or delegate) and request rectification.

### 15 Meal Breaks

### 15.1 Water

Water must be made available at all incidents and OICs must ensure staff are adequately hydrated.

### 15.2 Meals

Auxiliary firefighters shall be provided with suitable nutritional supplement/s on extended incidents. Ration packs may be included on appliances that are regularly required to travel long distances in response to incidents.

### 15.3 Rest Breaks

OICs must ensure Auxiliary firefighters receive adequate rest breaks on extended incidents.

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# 16 Telephones

### 16.1 Provision of Telephone Line

Where a Captain (OIC) does not have a telephone in their residence, the QFES may either:

- (i) Supply a mobile phone (for official QFES business use only); or where mobile phone coverage is not available:
- (ii) Arrange installation of a landline for the period of their term as Captain (incumbent will be reimbursed for 50% of line and handset rental charges each month). This option is subject to Commissioner, QFES's approval.

# 16.2 Reimbursement of Expenses

Auxiliary firefighters may submit a request for reimbursement of approved QFES business related telephone calls made from personal mobile or landline telephones. All claims is subject to the ACDR's approval and to be countersigned. Suitable evidentiary records must be provided.

# 17 Management of Pregnant Auxiliary Firefighters

The management of Auxiliary firefighters who are, or suspect they may be pregnant, shall be in accordance with QFES Total Station Workload (TSWL) Business Rule D3.10.7 – Management of Pregnant Firefighters.

### 18 Transfer

### 18.1 Requests

An Auxiliary firefighter who moves to a new location and wishes to continue as an Auxiliary firefighter must contact the relevant ACDR. Where suitable vacancies are available, the Auxiliary firefighter may be considered for transferring into the vacancy. ACDRs should accept such transfer applications up to two positions over the station's authorised establishment.

### 18.2 Officer Transfers

Captains and Lieutenants transferring to a new station must assume the rank and remuneration of an Auxiliary Firefighter Grade 2. Direct transfer is permissible at the rank of Captain or Lieutenant only where a full selection process has taken place.

### 18.3 Transfer Expenses

No assistance with transfer/removal expenses shall be provided by the QFES.

### 18.4 Uniforms

All QFES uniforms and protective equipment is to be returned to the Command Office. This equipment will be forwarded to the Auxiliary firefighter's new station, upon confirmation of their transfer.

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# 19 Re-deployment

### 19.1 Station Closure

- 19.1.1 In the event that a station closes or changes status, Auxiliary firefighters will be given the opportunity to transfer to an alternative station. Such a transfer is subject to the availability of suitable vacancies and the Officer continuing to meet the necessary response time profiles.
- **19.1.2** No retrenchment compensation will be payable to an Auxiliary firefighter.

### 19.2 Alternative Duties

An Auxiliary firefighter who is no longer medically fit for operational duty may be deployed to an Auxiliary Support Officer position.

# 20 Resignation

### 20.1 Notice Period

An Auxiliary firefighter may resign at any time. There is no set notification period required, however, to ensure operational readiness of the station is maintained, a minimum period of two weeks is requested.

### 20.2 Exit Interview

ACDRs, or their delegate, are to arrange an exit interview with an Auxiliary firefighter, prior to or as soon as practicable after resignation.

### 21 Re-Employment

### 21.1 Less than One Year

Auxiliary firefighters, who resign from their position and choose to return within 12 months, may do so if a suitable vacancy is available. These Officers shall be required to provide evidence that they continue to meet the QFES Medical Standards, at their own expense, prior to reemployment. A criminal history clearance will also be sought in this instance.

### 21.2 One Year or More

Auxiliary firefighters who resign from their position and choose to return after twelve months may do so if a suitable vacancy is available. These officers shall be required to provide evidence that they continue to meet the QFES medical standards, at their own expense, prior to re-employment. A criminal history clearance will also be sought in this instance. A training needs analysis will be required to be undertaken.

### 21.3 No Guarantee of Employment

The QFES shall not guarantee future employment to an Officer either prior to or following resignation.

### 21.4 Re-employment at Previous Classification

Previously employed Captains and Lieutenants shall not return to their previous rank, unless through the selection process detailed at clause 1.3.3 above.

# 22 Employment as Permanent Firefighter

The QFES recognises the skills and contribution of Auxiliary firefighters and encourages those who wish to pursue careers as permanent firefighters to do so. However, it is a requirement of public sector employment that all permanent vacancies are filled through an open merit process. Therefore, Auxiliary firefighters must successfully complete all stages of the QFES Firefighter Selection Process. They will also be required to successfully complete all components of the permanent firefighter recruit course prior to confirmation of their appointment.

Appointment as a permanent firefighter with the QFES may occur through no other avenue.

### 23 Grievance Resolution

The QFES seeks 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.

The following applies to:

- decisions within the QFES which affect an Auxiliary firefighter; or
- actions or behaviours of a QFES employee, which an Auxiliary firefighter finds disagreeable.

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### 23.1 Record of Events

At each stage of the process, the Officer with whom the aggrieved Auxiliary firefighter consults should discuss with the Auxiliary firefighter and record in writing the major issues and relevant outcomes arising from the consultation.

### 23.2 Investigation Report

Matters, which are not resolved and are referred to the next level of consultation, should be accompanied by a written report from the Officer who has consulted with the aggrieved Auxiliary firefighter. The report should include:

- relevant background information, including any letters and/or reports on the subject matter;
- the impact of the grievance on operations; and
- opinions and options for resolving the grievance.

### 23.3 Process and Timelines

- 1. An Auxiliary firefighter has a matter of concern.
- Auxiliary firefighter discusses matter with OIC.
  If no resolution is reached within 7 days (calendar days):
- 3. Auxiliary firefighter refers matter in writing to the ACDR. *If no resolution is reached within 7 days (calendar days):*
- 4. Auxiliary firefighter or their representative discusses matter with the Regional AC. If not resolved within 14 days
- 5. Auxiliary firefighter or their representative may discuss matter with Deputy Commissioner, QFES.

### 24 Suspension

Suspicion of misconduct is sufficient for an AC to recommend the suspension of an Auxiliary firefighter from duty. A thorough investigation must be undertaken before any further disciplinary action may occur. **Refer to the HR Delegations for further information.** 

# 25 Discipline

The Discipline process to be followed is in accordance with DCS Discipline Procedure.

The HR Delegations sets out the appropriate delegation for managing disciplinary matters.

### 25.1 Formal and Informal Counselling and Discipline

In instances where the conduct of an Auxiliary firefighter has been assessed as being suitable to be dealt with without a formal investigation process, the Auxiliary firefighter is to be given the opportunity to respond to any allegations of inappropriate conduct or performance.

The Deputy Commissioner can nominate an officer to conduct a formal or informal counselling session with the Auxiliary officer dependent upon the level of behaviour and or issue the matter has been assessed at.

For all other matters that require investigation and possible formal discipline the Assistant Commissioner of the Region is to coordinate an investigation in accordance with the QFES policy for workplace investigations and provide the investigation report to the Deputy Commissioner for appropriate action.

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Appropriate action that may be taken by the Deputy Commissioner are:

- 1. a formal counsel.
- 2. an informal counsel or
- 3. that the matter be progressed to discipline.

In the event that the matter is progressed to discipline the discipline process will be in accordance with the paper based process currently applied in the QFES

Grounds upon which discipline can be commenced against an Auxiliary are established within the Fire and Emergency Services Act 1990.

In any discipline process, investigation, fact finding or formal or informal counselling the subject officer must be provided with procedural fairness.

If an Auxiliary Firefighter is suspended, the officer is to be provided with natural justice.

#### 26 Abandonment of Employment

An Auxiliary firefighter will be deemed to have abandoned their employment with the QFES when they do not adhere to the attendance requirements as set at clause 1.1.2 of this SO.

The Officer must be warned of the consequences of their non-adherence and provided with a reasonable opportunity to rectify the situation.

If, after a reasonable time, the Auxiliary firefighter has not met the attendance requirements, the AC will issue a letter acknowledging the Auxiliary firefighter's inability to comply and, therefore, removing themselves from the QFES.

An Auxiliary firefighter will have the opportunity to reapply for entry after a period of six months has lapsed. Re-employment will be through compliance with clause 21 of this SO.

Refer to the HR Delegations for further information.

#### 27 Repudiation of Employment

An Auxiliary firefighter will be deemed to have repudiated their employment with the QFES when they do not adhere to the mandatory requirements as set out at clause 1.1 of this SO.

The Officer must be warned of the consequences of their non-adherence and provided with a reasonable opportunity to rectify the situation.

If, after a reasonable time, the Auxiliary firefighter has not met the mandatory requirements, the AC will issue a letter acknowledging the Auxiliary firefighter's inability to comply and, therefore, removing themselves from the QFES.

An Auxiliary firefighter will have the opportunity to reapply for entry after a period of six months has lapsed. Re-employment will be through compliance with clause 21 of this SO.

Refer to the HR Delegations for further information.

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### 28 Privacy

Auxiliary firefighter personal information will be used for administrative purposes only and may be disclosed for the purpose of fulfilling statutory obligations, or other public responsibilities. The details of the DCS Privacy Policy can be viewed at <a href="http://www.emergency.qld.gov.au">http://www.emergency.qld.gov.au</a>.

# **Superseded Documents**

QFES Standing Order SO-Q-BM-3.7 – Auxiliary Employment Conditions – Version 5.0

# Relevant Legislation, Standards and Guidelines

- Fire and Emergency Services Act 1990
- Workers' Compensation and Rehabilitation Act 2003
- Public Service Commission Directive No. 06/12 Employees Requiring Replacement
- Public Service Commission Directive No. 14/10 Motor Vehicle Allowances
- Public Service Commission Directive No. 09/11 Domestic Travelling and Relieving Expenses

### **Associated Documents**

- DCS Workplace Health and Safety Standard (Core) Workplace Injury Management
- DCS Workforce Performance Policy Statement
- DCS Managing Unsatisfactory Performance and Conduct Procedure
- DCS Discipline Procedure
- QFES Motor Vehicle Fleet Insurance Specification
- QFES Uniform Code
- Auxiliary Firefighter Role Descriptions
- QFES Standing Order SO-Q-BM-3.3 Auxiliary Firefighter Selection Process
- QFES Operations Doctrine INCDIR 4.1 Emergency Response Auxiliary Firefighters
- QFES Operations Doctrine INCDIR 8.1 Emergency Response Protocols
- QFES TSWL Business Rule C1.1.B Assist with Coordination of Firefighter Development Auxiliary
- QFES TSWL Business Rule D3.10.7 Management of Pregnant Firefighters

Lee A Johnson AFSM FIFireE

Commissioner