

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999 s 156*  
Queensland Fire and Rescue Authority

AND

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

AND

Queensland Fire Service Senior Officers Association, Union of Employees  
(No. CA424 of 2001)

**QUEENSLAND FIRE AND RESCUE AUTHORITY, COMMERCIAL ACTIVITIES  
CERTIFIED AGREEMENT 2001**

28 September 2001

Commissioner Thompson

THIS AGREEMENT, made under the *Industrial Relations Act 1999 s 156* on the 28<sup>th</sup> Day of September 2001 between the Queensland Fire and Rescue Authority and the United Firefighters' Union of Australia, Union of Employees, Queensland and the Queensland Fire Service Senior Officers Association, Union of Employees witnesses that the parties mutually agree as follows -

**PART 1 - PRELIMINARY**

**1.1 TITLE**

This Agreement shall be known as the Queensland Fire and Rescue Authority, Commercial Activities Certified Agreement, 2001.

**1.2 ARRANGEMENT**

Subject Matter

**Part 1 - Preliminary**

**Clause No.**

Title .....	1.1
Arrangement .....	1.2
Application .....	1.3
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**Part 2 - Remuneration**

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Travelling Allowance .....	2.2

**Part 3 – Commercial Activities**

<b>Commercial Activities</b> .....	3.1
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**Part 4 - Working together**

Disputes Avoidance and Settlement Procedures .....	4.1
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### **1.3 APPLICATION**

The Parties bound by this Agreement are the Queensland Fire and Rescue Authority (QFRA) as employer and the United Firefighters' Union of Australia, Union of Employees, Queensland and the Queensland Fire Service Senior Officers Association, Union of Employees in respect to those employees covered by the Queensland Fire Service Interim Award - State who actually work outside normal rostered hours in order to participate in the delivery of commercial activities to external paying clients. This agreement shall not apply to participation in such activities conducted during normal or rostered hours of duty.

### **1.4 DATE AND PERIOD OF OPERATION**

This Agreement shall operate from the date of certification and shall remain in force up to and including 30 June 2003.

### **1.5 PURPOSE OF AGREEMENT**

- 1) This Agreement provides the rate of remuneration to be paid to all employees who actually work outside their normal rostered hours in order to participate in the delivery of commercial activities by the Queensland Fire and Rescue Authority to external paying clients.
- 2) In the event of any inconsistency with any existing Awards, Industrial Agreements, or other industrial instruments, the terms of this Agreement will take precedence to the extent of the inconsistency.
- 3) This Agreement acknowledges that the participation in the delivery of commercial services to external clients is voluntary and that no employee shall be instructed to perform such activities.
- 4) A minimum break of eight hours must be taken between conducting commercial activities under this agreement and resuming normal rostered operational duties for the QFRA.
- 5) The Queensland Fire and Rescue Authority is committed to providing quality professional services to external clients. Accordingly, to be eligible to perform such work, employees will have attained a minimum of Certificate IV Workplace Trainer or equivalent. The qualification of Workplace Assessor will be required when conducting and assessing accredited training, and the qualification of Building Fire Safety Level 2 will be required when providing Building Fire Safety consultancy services. To be eligible to provide other services employees will hold the appropriate qualification for the level of work being undertaken. The decision to select such employees rests with the Branch Managers, Training and Emergency Management, Commercial Development Unit having due regard to issues of equity.

## **PART 2 - REMUNERATION**

### **2.1 REMUNERATION**

The rate of remuneration to be paid to all employees (regardless of Classification Level) engaged in the delivery of commercial activity services to external paying clients outside of ordinary hours of duty shall be \$27.30 per hour, and amended as follows:

- a) \$27.50 per hour from 2<sup>nd</sup> October 2001;
- b) \$27.70 per hour from 2<sup>nd</sup> April 2002; and
- c) \$28.50 per hour from 1<sup>st</sup> July 2002.

All work performed under this Agreement in a District on a day for which a holiday is gazetted under the *Holidays Act 1983* shall be paid the hourly rate plus an additional fifty (50) percent loading per hour for each hour worked on that day.

Such payment shall be deemed to include any travelling time associated with the commercial activity from the nominated start location to the associated service delivery point. Where the total time spent travelling to and from the course or commercial activity exceeds two hours, reasonable travelling time shall also be paid for at the hourly rate provided for in this Agreement for the time travelled in excess of two hours.

Payment shall not be less than the equivalent of 2 hours work for each engagement.

## **2.2 TRAVELLING ALLOWANCE**

Where employees are required to utilise their own vehicle to perform duties associated with this agreement, the provisions of the Queensland Fire Service Interim Award clause 3.8 (1) will apply.

## **PART 3 – COMMERCIAL ACTIVITIES**

### **3.1 COMMERCIAL ACTIVITIES**

Activities that constitute commercial activities under this Agreement consist of:

- 3.1.1 All training of external clients – accredited and non-accredited, including training of trainers for external delivery.
- 3.1.2 Development and updating of external training and assessment materials.
- 3.1.3 Site inspections and production of Emergency Procedures Manuals.
- 3.1.4 Site inspections and production of Evacuation Plans.
- 3.1.5 Non regulatory building audits.
- 3.1.6 Non emergency industry support.
  - a) Confined space supervision.
  - b) Media production support
  - c) Industry shutdown support or supervision.
- 3.1.7 Guest speakers to external paying clients.
- 3.1.8 Paid consultancy.
  - a) Provision of professional advice
  - b) Training needs analysis
  - c) Other training related issues.
  - d) Emergency response consultancy.
  - e) Fire management planning and activities.

Any additional activities may only be included through a process of consultation and mutual agreement by the parties.

## **PART 4 – WORKING TOGETHER**

### **4.1 DISPUTES AVOIDANCE AND SETTLEMENT PROCEDURES**

Grievances as a result of decisions made in accordance with this agreement shall be dealt with in accordance with clause 2.3 of the Queensland Fire Service Interim Award.

The parties to this Agreement acknowledge that the QFRA will be bound by service contract with external clients. As such, the QFRA must at all times be able to fulfill its obligations to such clients. Accordingly, the parties agree that industrial action taken for any other issue will exclude the limitation or banning of service or work to be performed under the terms of this Agreement.

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**SIGNATORIES**

Signed for and on behalf of the )  
Queensland Fire and Rescue Authority ) WAYNE W HARTLEY

In the presence of - ) G BERGMAN

Signed for and on behalf of the )  
United Firefighters' Union of )  
Australia, Union of Employees, )  
Queensland ) M WALKER

In the presence of - ) H P LAWRENCE

Signed for and on behalf of the )  
Queensland Fire Service Senior )  
Officers' Association, Union )  
Of Employees ) T DAWSON

In the presence of - ) G BERGMAN

This Agreement is certified under Chapter 2, Part 1 of the *Industrial Relations Act 1999*.

Filed on, certified by the Commission and given  
Register No CA424/01 in the Certified Agreements Register.

E. EWALD, REGISTRAR

Operative Date: 28 September 2001  
Certified Agreement: Queensland Fire and Rescue Authority