DEcision

Fair Work Act 2009
s.185 - Application for approval of a single-enterprise agreement

Compass Group (Australia) Pty Ltd; United Firefighters' Union of Australia
(AG2013/1042)

COMPASS GROUP (ESS RMV FIRE RESCUE) ENTERPRISE AGREEMENT 2013

Fire fighting services

COMMISSIONER ROE

SYDNEY, 9 MAY 2013

Application for approval of the Compass Group (ESS RMV Fire Rescue) Enterprise Agreement 2013.

[1] An application has been made for approval of an enterprise agreement known as the Compass Group (ESS RMV Fire Rescue) Enterprise Agreement 2013 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by Compass Group (Australia) Pty Ltd (the Applicant). The agreement is a single-enterprise agreement.

[2] The Agreement was the subject of a bargaining dispute which the Commission assisted the parties to reach an agreement through conciliation. I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] The United Firefighters’ Union of Australia has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act I note that the Agreement covers the organisation.

[4] I note that the application for approval was accompanied by 21 ‘conditional termination’ instruments made pursuant to subitem 18(3) of the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009. I note that I am not required to make any decision in relation to those ‘conditional termination’ instruments. Rather, subitem 18(8) operates according to its terms in relation to those ‘conditional termination’ instruments so that the individual agreement-based transitional instrument to which each relates terminates when the Agreement comes into operation provided the requirements in subitems 18(2) to (5) have been met. There is nothing in the material before me to indicate that those requirements have not been met.
The Agreement is approved and, in accordance with s.54 of the Act, will operate from 16 May 2013. The nominal expiry date of the Agreement is 31 May 2013.
CORRECTION TO DECISION

*Fair Work Act 2009*

s.185 - Application for approval of a single-enterprise agreement

**Compass Group (Australia) Pty Ltd; United Firefighters' Union of Australia**

(AG2013/1042)

Fire fighting services

COMMISSIONER ROE

MELBOURNE, 10 MAY 2013

Application for approval of the Compass Group (ESS RMV Fire Rescue) Enterprise Agreement 2013.


COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<Price code A, AE401166 PR536526 >
PART 1 - APPLICATION AND OPERATION OF AGREEMENT

1.1 TITLE

This Agreement shall be known as the Compass Group (ESS RMV Fire and Rescue) Enterprise Agreement 2013 (Agreement) and is made pursuant to the Fair Work Act 2009 (Cth).

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1.3 APPLICATION OF AGREEMENT

(a) This Agreement shall apply to and cover:

(i) Compass Group (Australia) Pty Ltd (ABN 41 000 683 125) (Employer); and

(ii) All Employees of the Employer in the classifications contained in this Agreement or in the Award to perform work at or in connection with the fire and rescue services provided to the Department of Defence by the Employer within the Riverina Murray Valley (RMV) Military Area in NSW and Victoria;

and it is also intended that upon approval of the Agreement, the Agreement will also apply to and cover:

(iii) the United Firefighters' Union of Australia (Union).

1.4 OPERATION OF AGREEMENT

(a) The Agreement shall come into operation seven days after it is approved by the Fair Work Commission and shall have a nominal expiry date of 31 May 2014.

(b) It is not intended by the Employer for any Employee to be financially disadvantaged on an overall basis by the making of this Agreement.

(c) It is agreed that existing Employees will retain their existing equivalent classification as a minimum regardless of their length of service with the Employer or qualifications currently held.

(d) The Agreement stands alone during the term of its operation. All other enterprise agreements are superseded by this Agreement and to avoid doubt, the Award is excluded from having any application to an Employee while they are performing work covered by the Agreement.

(e) The provisions of the National Employment Standards (NES) apply to the employment and are to be read in conjunction with the Agreement. To avoid doubt, unless otherwise expressed in the Agreement, the provisions of the NES do not form part of the Agreement.

1.5 NO EXTRA CLAIMS

Before the nominal expiry date of this Agreement:

(a) the Employees and the Employer will not pursue any extra claims; and

(b) the Employees and the Employer will not seek any changes to conditions of employment.
1.6 DEFINITIONS

"Act" means the Fair Work Act 2009 (Cth).

"AMWA" means the Albury – Wodonga Military Area.

"Appointed Position" means appointment to the classification of Station Officer, Senior Station Officer or Leading Firefighter.

"Appointed Station" means the Station to which the Employee is appointed.

"Award" means the Fire Fighting Industry Award 2010.

"Continuous service" has the same meaning as in section 22 of the Act.

"Duty Station" means the Station at which the Employee is carrying out his or her duties, whether the Appointed Station or not.

"Employee" means a person employed by the Employer within one of the classifications of this Agreement.

"Employer" means Compass Group (Australia) Pty Ltd (ABN 41 000 683 125).

"FWC" means the Fair Work Commission.

"Job Delegate" means an Employee appointed by the United Firefighters' Union of Australia as the accredited representative of the Union.

"NES" means the National Employment Standards as contained in sections 59 to 131 of the Act.

"Officer in Charge" is a person with Senior Station Officer qualifications as a minimum, who is appointed responsible for the operational management of the Fire Station resources and facilities.

"PPC&E" means Personal Protective Clothing and Equipment.

"RMV" means the Riverina Murray Valley Area Defence establishments.

"Union" means the United Firefighters' Union of Australia.
1.7 CLASSIFICATIONS

“Watchroom Operator/Trainee Firefighter” means an Employee who is employed as a paid Firefighter and is in training for PUA20601 (PUA20613) - Certificate II in Public Safety (Firefighting and Emergency Operations) including, but not limited to, competency units PUAOPE002B, PUATEA001B and PUACOM001C; obtains a St John Level 3 Senior First Aid Certificate or equivalent within 1 month of commencement and maintains as current; and has been deemed competent against the Employer’s ‘Watchroom Duties Assessment Checklist’ within 1 month of commencement.

The primary role of a Watchroom Operator/Trainee Firefighter is to perform Watchroom duties.

An existing Watchroom Operator who, prior to the commencement of this Agreement, has elected not to progress to a higher classification will not be required to do so as a result of this Agreement.

“Firefighter - Level 1” means an Employee who has completed 12 months service as a Watchroom Operator/Trainee Firefighter with the Employer; is trained and qualified to operate all portable equipment on response vehicles, and has been deemed competent against the Employer’s ‘Portable Equipment Assessment Checklist’; and has successfully completed the relevant competency units from PUA20601 (PUA20613) - Certificate II in Public Safety (Firefighting and Emergency Operations) as identified in the Competency Qualifications Matrix for FF1.

The primary role of FF1 is Watchroom duties whilst undergoing training.

“Firefighter - Level 2” means an Employee who has completed 12 months service as a Firefighter - Level 1 with the Employer; and who holds PUA20601 (PUA20613) - Certificate II in Public Safety (Firefighting and Emergency Operations) and additional competency units as identified in the Competency Qualifications Matrix for FF2.

“Firefighter - Level 3” means an Employee who has completed 12 months service as a Firefighter - Level 2 with the Employer; and who holds PUA20601 (PUA20613) - Certificate II in Public Safety (Firefighting and Emergency Operations) and additional competency units as identified in the Competency Qualifications Matrix for FF3.

“Qualified Firefighter” means an Employee who has completed a minimum of 12 months service as a Firefighter - Level 3 with the Employer; and who holds PUA20601 (PUA20613) - Certificate II in Public Safety (Firefighting and Emergency Operations) and additional competency units as identified in the Competency Qualifications Matrix for QFF.
“**Leading Firefighter**” means a Qualified Firefighter who has completed a minimum of 48 months service as a paid Firefighter with the Employer; holds PUA30601 (PUA30613) - Certificate III in Public Safety (Firefighting and Emergency Operations) and has completed all of the additional competency units as identified in the Competency Qualifications Matrix for LFF; and has applied and been appointed by the Employer as a Leading Firefighter in accordance with the process referred to in clause 4.1(b).

“**Station Officer**” means an appointed Officer who has completed a minimum of 60 months service as a paid Firefighter with the Employer with at least 12 months service as a Leading Firefighter; has successfully completed the competency units as identified in the Competency Qualifications Matrix for SO; and has applied for and been appointed by the Employer as a Station Officer.

“**Senior Station Officer**” means an appointed Officer who has completed minimum of 12 months service with the Employer at the Station Officer level; has successfully completed the competency units as identified in the Competency Qualifications Matrix for SSO; and has applied for and been appointed by the Employer as manager of the Fire Station.

*To avoid doubt, the qualifications, units and competencies outlined and referred to above may change during the term of the Agreement. In such circumstances and following consultation, new equivalent qualifications will be recognised in lieu of those specified. There is no obligation on an Employee or the Employer to upgrade superseded Certificate levels or competency units to the new qualification.*

1.8 **FLEXIBILITY ARRANGEMENTS**

(a) The Employer and an Employee may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

(i) the arrangement deals with when meal breaks are to be taken in accordance with clause 6.3 – Meal breaks;

(ii) the arrangement meets the genuine needs of the Employer and Employee in relation to the matter mentioned in paragraph (i); and

(iii) the arrangement is genuinely agreed to by the Employer and the Employee.

(b) The Employer must ensure that the terms of the individual flexibility arrangement:

(i) are about permitted matters under section 172 of the Act; and

(ii) are not unlawful terms under section 194 of the Act; and

(iii) results in the Employee being better off overall than the Employee would be if no arrangement was made.
The Employer must ensure that the individual flexibility arrangement:

(i) is in writing; and

(ii) includes the name of the Employer and the Employee; and

(iii) is signed by the Employer and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and

(iv) includes details of:

(I) the terms of the Agreement that will be varied by the arrangement; and

(II) how the arrangement will vary the effect of the terms; and

(III) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

(v) states the day on which the arrangement commences.

(d) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

(e) The Employer or Employee may terminate the individual flexibility arrangement:

(i) by giving no more than 28 days written notice to the other Party to the arrangement; or

(ii) if the Employer and Employee agree in writing— at any time.

PART 2 - CONSULTATION AND DISPUTE RESOLUTION

2.1 CONSULTATIVE PROCESS – MAJOR CHANGE

(a) This clause applies:

(i) immediately prior to the Employer making a definite or final decision to introduce a major change to production, program, organisation, structure, or technology in relation to its business; and

(ii) the change is likely to have a significant effect on employees (as that term is defined below) of the Employer.

(b) The Employer must notify the relevant employees and their nominated representative (which may be the Union) of the proposed decision to introduce the major change.

(c) The relevant employees may appoint a representative (including a Union official) for the purposes of the procedures in this clause.
(d) If
   (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
   (ii) the employee or employees advise the Employer of the identity of the representative;

   the Employer must recognise the representative.

(e) As soon as practicable, the Employer must:
   (i) discuss with the relevant employees and their representatives (if any):
      (I) the proposed introduction of the change; and
      (II) the effect the change is likely to have on the employees; and
      (III) measures the Employer is taking to avert or mitigate the adverse effect of the change on the employees; and
   (ii) for the purposes of the discussion - provide, in writing, to the relevant employees and their representatives, if any:
      (I) all relevant information about the change including the nature of the change proposed; and
      (II) information about the expected effects of the change on the employees; and
      (III) any other matters likely to affect the employees.

(f) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

(g) The Employer must give prompt and genuine consideration to matters raised about the proposed major change by the relevant employees and/or their representatives, if any. Consultation means the full, meaningful and frank discussion of issues/proposals and the consideration of each other's views, prior to any final decision.

(h) If a clause of the Agreement provides for agreement to be reached between the Employer and an employee or employees through other means, the requirements set out in paragraphs (ii), (iii) and (v) do not apply.

(i) In this clause, a major change is likely to have a significant effect on employees if it results in:
   (i) the termination of the employment of employees; or
   (ii) major change to the composition, operation or size of the Employer's workforce or to the skills required of employees; or
   (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
(iv) the alteration of hours of work; or
(v) the need to retrain employees; or
(vi) the need to relocate employees to other work locations; or
(vii) the restructuring of jobs.

(j) In this clause, relevant employees means the employees who may be affected by the major change.

2.2 CONSULTATIVE PROCESS – OTHER

2.2.1 Consultation principles

(a) The Employer and the Employees are committed to a consultative framework which is based on mutual respect and working in cooperation in accordance with the terms of this Agreement.

(b) The Employer is committed to the principles of consultation and shared participation with the Employees through their representatives in all aspects of the conditions and working arrangements of Employees. It further recognises the important role of the Union in representing the industrial interests of its members covered by this Agreement.

(c) The Employer will consult with Employees and, where requested by Employees, the Union, about a broad range of operational and personnel matters via the committees set out in this clause.

(d) Consultation means the full, meaningful and frank discussion of issues/proposals and the consideration of each other's views, prior to any decision.

(e) Committee members will cooperate positively to consider matters that increase efficiency, productivity, competitiveness, training, career opportunities and job security.

2.2.2 Regional Fire and Rescue Consultative Committee

(a) A Regional Fire and Rescue Consultative Committee (RFRCC) comprised of management and Employee representatives will be established to assist in creating a stable and co-operative environment at the workplace through consultation and discussion. The RFRCC will be a forum for open discussion and regular meetings will be convened at least two or three times each year.

(b) The purpose of the RFRCC will be to address:

(i) a broad range of multi-site Fire and Rescue operational and personnel matters, particularly those that contribute to the efficiency and productivity of the Employer's operations; and

(ii) introduction of change (other than major change as described in clause 2.1 (i)) including changes as a result of the Agreement.
(c) The RFRCC will not be used to raise day to day issues that should be dealt with through the dispute resolution process outlined in clause 2.3 of the Agreement. Nor will the RFRCC be used to raise general workplace health and safety matters which will be raised in the Workplace Health and Safety Committee forums (described in clause 2.2.3 below). However, service specific health and safety matters may be raised in the RFRCC.

(d) The RFRCC may also discuss any action as is necessary to avert or mitigate any potential adverse effects of a major change (as described in clause 2.1 (i)) on Employees.

(e) The composition of the RFRCC will generally consist of:
   (i) Site Operations Manager (or Assistant Site Operations Manager) from each site
   (ii) Employer HSQ Manager or delegated representative
   (iii) Senior Station Officer from each Fire Station
   (iv) Two Employee Representatives from each Fire Station (nominated by Employees

(f) To constitute a quorum there must be 3 Employer management representatives and 3 Employee Representatives present at the meeting. The Employer’s General Manager or his nominee, an Employer HR representative or a Union official may also attend at any time.

(g) Wherever possible, issues raised via the RFRCC will be addressed and resolved during the meeting. However, it is acknowledged that the members of the RFRCC may need to consult with their stakeholders in relation to proposals for change.

2.2.3 Occupational Health and Safety

(a) The health and safety of Employees is considered to be of the utmost importance to the Employer. To that end, a Workplace Health and Safety Committee (WHS Committee) exists at both a site and regional level, both operating in accordance with the relevant safety legislation.

(b) An Employee representative from each Fire Station will be elected to participate in each site’s WHS Committee with one of those Employees also representing the Fire and Rescue Service at the Regional WHS Committee meetings. All elected representatives will receive appropriate training so that they can fulfil their obligations. In addition, appropriate resources will be made available by the Employer to ensure compliance with relevant legislation and codes of practice.
2.3 DISPUTE RESOLUTION

(a) This dispute resolution procedure applies to all disputes about matters pertaining to the employment relationship or arising under this Agreement or in relation to the NES.

(b) The following procedure shall be followed in an effort to achieve a satisfactory resolution of such a dispute:

Step 1 The dispute shall be submitted by the Employee and/or the Employee’s representative to the Employee’s immediate Supervisor for discussion at the workplace level.

Step 2 If not resolved at Step 1, the dispute shall be referred to the Senior Station Officer or Site Operations Manager as appropriate, for further discussion to resolve the dispute in a timely manner.

Step 3 If not resolved at Step 2, the dispute shall be formally submitted in writing to the Employer's General Manager, setting out details of the dispute and the resolution sought and, where appropriate, attaching supporting documentation. The General Manager shall convene a meeting within a period of 10 working days of receipt of the material and endeavour to reach a satisfactory resolution.

Step 4 If the matter is unable to be resolved at the workplace, and Steps 1-3 have been taken, it may be referred by the Employee or the Employer to the FWC for conciliation. In the case of matters arising under this Agreement, matters concerning the application of the Agreement or matters in relation to the NES, the FWC may also utilise all its arbitration powers to settle the dispute. By consent of the parties, the FWC may also arbitrate disputes about any other matters pertaining to the employment relationship.

(c) At any stage in the dispute resolution procedure, the Employer or the Employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

(d) While the above procedures are being followed, including the resolution of any dispute by the FWC pursuant to Step 4, work must continue in accordance with the Agreement and the Act and the status quo will be maintained. The status quo is defined as the situation or practice that existed immediately prior to the change, incident or the event which led to the dispute occurring.

(e) The FWC may exercise all procedural powers available under the Act, and all parties to the dispute will be bound by any arbitrated decision made by the FWC, subject to appeal in accordance with the Act. A dispute is not resolved until any such appeal is determined.
2.4 EMPLOYEE REPRESENTATION

(a) The Branch Secretary of the Union will provide written notification to the Employer of the appointment of any Job Delegate and the Job Delegate will be recognised as the accredited representative of the Union for the particular location concerned.

(b) An Employee appointed or elected to a position on the Branch Committee of Management of the Union in accordance with the Rules of the Union, shall, upon written notification by the Branch Secretary of the Union to the Employer, be recognised as an accredited representative of the Union.

(c) The Employer acknowledges the role of the Union in representing its members in workplace matters. The Employer will allow reasonable time, without loss of pay, for any accredited representative of the Union to:

(i) carry out those activities on-site provided they do not disrupt the Employer's operations and subject to adequate prior notification to their supervisor; and

(ii) carry out Union business off site by prior agreement with the Employer, provided that such agreement will not be unreasonably withheld; and

(iii) distribute written materials to Employees within their particular area, using if necessary, internal communication systems.

2.5 COUNSELLING AND DISCIPLINE

It is the Employer's intention that all counselling or discipline of an Employee shall be dealt with in accordance with the principles of procedural fairness and natural justice.

PART 3 - EMPLOYMENT RELATIONSHIP

3.1 TERMS OF ENGAGEMENT

All Employees will be engaged on a full-time basis.

Provided that in the event of any peak workload or other unforeseen circumstance, alternative temporary measures may be implemented by the Employer in consultation with Employees. This includes a fixed term appointment to cover leave absences and other long term absences, except where the appointment of an additional permanent Employee could occur.
3.2 WORK ORGANISATION AND DUTIES

(a) The Employer may direct an Employee to carry out duties consistent with their classification under the Agreement and other reasonable duties within the limits of their skills, competence and training, provided that such duties are not designed to promote deskilling. Employees will not be required to carry out tasks for which a relevant competency or skills is required and the competency or skill is not held by the Employee.

(b) The Employer may direct an Employee to use tools and equipment as may be required to perform the duties in clause 3.2(a) above, provided that the Employee has been properly trained in the use of such tools and equipment.

(c) An Employee shall participate in training as required, and assist in the training of other Employees as and when necessary or as directed by the Employer.

(d) A Senior Station Officer or Station Officer may be required to fill an operational position within a platoon in unforeseen circumstances in accordance with clause 5.2.3(iv) during a period when a replacement by an operational Employee is being organised.

(e) Where a Watchroom Operator/Trainee Firefighter or Firefighter Level 1 are not available to staff the watchroom due to leave, training or other similar circumstances, the watchroom duties shall be rotated between ranks from Firefighter Level 2, Firefighter Level 3 and Qualified Firefighter.

3.3 TERMINATION OF EMPLOYMENT

3.3.1 Notice Of Termination By Employer

(a) In order to terminate the employment of an Employee, the Employer shall give to the Employee the minimum period of notice specified in the table below:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Period of notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year or less</td>
<td>1 week</td>
</tr>
<tr>
<td>Over 1 year and up to the completion of 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>Over 3 years and up to the completion of 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>Over 5 years of completed service</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

(b) In addition to this minimum period of notice, Employees over 45 years of age with at least two years continuous service with the Employer are entitled to an additional one week's notice.
(c) Payment in lieu of the notice referred to above may be given by the Employer to the Employee (or to another person on the Employee's behalf) if the Employer does not require the appropriate notice period to be worked. Employment may be terminated by the Employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.

(d) The required payment in lieu of notice must at least equal the amount the Employer would have been liable to pay the Employee for the ordinary time they would have worked had the employment continued until the end of the minimum period of notice.

(e) The notice provisions in this clause shall not apply in cases of serious misconduct including, but not limited to, theft, assault and fraud.

3.3.2 Notice of Termination by an Employee

(a) The notice of termination required to be given by an Employee shall be the same as that required to be given by the Employer, except that the additional notice based on the Employee's age is not required.

(b) If an Employee fails to give the required notice, the Employer may withhold monies that are due to the Employee, not exceeding the amount the Employee would have been paid under the Agreement for the notice period, less any period of notice given and worked.

(c) An Employee who gives notice shall do so in writing.

3.3.3 Time Off During Notice Period

Where the Employer has given notice of termination to an Employee, the Employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are suitable to the Employee after consultation with the Employer.

3.4 REDUNDANCY

3.4.1 Definition

Redundancy pay is provided for in the NES. An Employee is entitled to be paid redundancy pay if the Employee's employment is terminated at the Employer's initiative because the Employer no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour.
3.4.2 Redundancy Pay

In addition to the notice provided for in clause 3.3, the Agreement provides for the following redundancy pay based on the Employee’s period of continuous service with the Employer on termination:

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Redundancy Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than one year</td>
<td>Nil</td>
</tr>
<tr>
<td>1 year but less than 2 years</td>
<td>4 weeks’ pay</td>
</tr>
<tr>
<td>2 years but less than 3 years</td>
<td>6 weeks’ pay</td>
</tr>
<tr>
<td>3 years but less than 4 years</td>
<td>7 weeks’ pay</td>
</tr>
<tr>
<td>4 years but less than 5 years</td>
<td>8 weeks’ pay</td>
</tr>
<tr>
<td>5 years but less than 6 years</td>
<td>10 weeks’ pay</td>
</tr>
<tr>
<td>6 years but less than 7 years</td>
<td>11 weeks’ pay</td>
</tr>
<tr>
<td>7 years but less than 8 years</td>
<td>13 weeks’ pay</td>
</tr>
<tr>
<td>8 years but less than 9 years</td>
<td>14 weeks’ pay</td>
</tr>
<tr>
<td>9 years but less than 10 years</td>
<td>16 weeks’ pay</td>
</tr>
<tr>
<td>At least 10 years</td>
<td>12 weeks’ pay</td>
</tr>
</tbody>
</table>

Week’s pay means the weekly wage rate set out in 4.2.1.

3.4.3 Employee Leaving During The Notice Period

An Employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice and will be entitled to receive the same benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice. However, in this circumstance the Employee will not be entitled to payment in lieu of notice.

3.4.4 Time Off During Notice Period

(a) An Employee given notice of termination in circumstances of redundancy must be allowed up to one day’s time off without loss of pay during each week of notice, for the purpose of seeking other employment.

(b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a Statutory Declaration will be sufficient.
PART 4 - RATES OF PAY AND RELATED MATTERS

4.1 CLASSIFICATIONS

(a) Employees shall be appointed to a classification in accordance with their qualifications and training and their experience and length of service with the Employer. The classification definitions are set out in clause 1.7 of the Agreement.

(b) Following the commencement of this Agreement, one Employee from each platoon at each Fire Station will be appointed to the classification of Leading Firefighter. It is intended that such appointment will be made by an appointment panel consisting of the relevant Senior Station Officer and two Station Officers including the Station Officer from the platoon where the Leading Firefighter vacancy exists.

(c) To avoid doubt, there is no requirement for an Employee at the Leading Firefighter classification to be replaced on each shift during periods of leave or other absences from operational duty.

4.2 WAGES

4.2.1 Wage Rates

The weekly wages payable to Employees employed in classifications in this Agreement for working a 42 average hour week (effective from the first full pay period after 1 July 2012) are set out in the following table.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Weekly wage: 42 hour week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Watchroom Operator/Trainee Firefighter</td>
<td>$955.00</td>
</tr>
<tr>
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4.2.2 Wage increases

All Employees shall receive a further 3% increase in their weekly wage effective from the first full pay period after 1 July 2013.
4.2.3 Payment of wages

The Employer will pay wages fortnightly by electronic funds transfer into an account with a financial institution that is nominated by the Employee.

4.3 SUPERANNUATION

(a) The Employer shall make such superannuation contributions to a superannuation fund for the benefit of an Employee as will avoid the Employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Employee.

(b) The Employer will make the superannuation contributions to a complying fund nominated by an Employee. In the absence of an Employee nominated fund, the contributions shall be paid into either the Employer’s nominated superannuation fund, Hostplus, or the ESSPLAN as offered by the Emergency Services Superannuation Scheme.

(c) Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise the Employer to pay on behalf of the Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as the Employer makes the Employer superannuation contributions.

4.4 HIGHER DUTIES

(a) An Employee may be temporarily required to perform duties at one classification above his or her classification. Such Employee will be appointed by the Senior Station Officer and paid at the classification applicable to the duties being performed during the period of acting in that position, subject to the Employee having the required qualifications, competence and experience.

(b) If a shortage of staff occurs on a shift and there are no staff available to be recalled at the required classification, the Employer may step an Employee up one classification on higher duties.

4.5 ACCIDENT PAY

The provisions of clause 18 — Accident Pay of the Award as at 1 April 2013 apply as a term of this Agreement.
4.6 TEMPORARY MODIFIED DUTIES

Where an Employee is unable to meet the requirements of their role due to a temporary non-work related injury or medical condition, the Employer may, at its sole discretion and after carrying out a risk assessment, offer the Employee modified duties in the Watchroom or other firefighting related duties elsewhere, dependent upon the availability of suitable duties at no additional cost to the Employer. The Employer may request medical information from the Employee during this process.

4.7 UNIFORM AND EQUIPMENT

(a) The Employer shall supply each Employee, free of charge, with suitable Personal Protective Clothing and Equipment (PPC&E). Changes to PPC&E including distribution will be made be through the consultative process.

(b) The Employer will be responsible for the cost of replacing, repairing and/or cleaning the PPC. The replacement, repairs and/or cleaning of the PPC&E will occur when reasonably required by the Employee and/or when the PPC&E becomes so soiled or damaged that it requires cleaning, repair or replacement.

(c) Appropriate laundry facilities shall be provided at each work location for Employees to launder station wear that is not PPC&E.

4.8 ALLOWANCES

4.8.1 Meal Allowances

(a) An Employee entitled to a meal allowance under this clause shall receive an amount of $18.00.

(b) When recalled for duty with less than 12 hours notice, an Employee shall be paid a meal allowance on the following basis:

(i) On day duty - two meal allowances, if work commences before 1000 hours and continues for more than two hours; one meal allowance if work commences after 1000 hours and continues for more than three hours;

(ii) On night duty - one meal allowance if work commences before 2000 hours and continues for more than two hours.

(c) An Employee retained on duty at the conclusion of a rostered shift for one hour or more shall receive a meal allowance, and if the period of retention exceeds four hours the Employee shall receive a further meal allowance and continue to receive a meal allowance at the end of each additional two hour period worked.

(d) Where overtime is worked for more than two hours before or after a rostered shift, a meal allowance for each meal shall be paid, except when the Employer provides a meal.
(e) Where an Employee's normal meal break is delayed for a period exceeding 30 minutes, the Employee shall be paid a meal allowance, unless the Employee is required to perform salvage duty or a fire call under clause (f).

(f) Where an Employee is required to perform salvage duty, a fire call or watching duty for three hours or more (including a period of a normal meal break), the Employee will be paid a meal allowance, except when the Employer provides a meal.

4.8.2 Travelling Allowances and Expenses

(a) An Employee may agree to relieve at a Fire Station other than their appointed station.

(b) Where the Employee commences their rostered shift at a different station they will, in addition to their wages, be paid or reimbursed:

(i) all expenses necessarily incurred by them in excess of those ordinarily incurred between their home residence and their appointed station; and

(ii) provided that the relieving period is less than the equivalent of a rostered leave cycle:

(I) a daily allowance equal to one hour of overtime,

(II) if the duty station is further from their residence than their appointed station, an allowance based on the shortest distance by road which separates their appointed station and duty station for three minutes each way at single time rates for each four kilometres or part thereof travelled.

(c) Where the Employee, while on duty at their appointed station, agrees to perform work at a different station:

(i) if returned to their appointed station during their shift, they will be reimbursed the cost of reasonable transport between their appointed station and the duty station, unless the Employer provides a vehicle or other reasonable transport;

(ii) if they remain on duty at the different station until the end of their shift, they will, in addition to their wages, be paid or reimbursed:

(I) the appropriate single travelling expenses to their appointed station;

(II) an allowance equal to the single time rate set out in clause 6.5.1 (b); and
(III) if the duty station is further from their residence than their appointed station, an allowance based on the shortest distance by road which separates their appointed station and duty station for two and a half minutes each way at the single time rate for each kilometre or part thereof travelled.

(d) An Employee who agrees to relieve at a different station is entitled to be reimbursed for the reasonable cost of meals and other reasonable incidental expenses on submission of receipts to the Employer.

(e) An Employee who is required by the Employer to use their own vehicle for Employer business, and is not otherwise entitled to an allowance in respect of the cost of travel, will be entitled to receive an allowance of 75 cents per kilometre.

4.8.3 Driver’s Licence Fee Reimbursement

An Employee who is required, as part of his or her duties, to drive a Employer or Defence vehicle (other than an ordinary passenger vehicle) shall be reimbursed for fees pertaining to any necessary renewal of his or her driver’s licence after the commencement of this Agreement. This allowance shall not apply to Watchroom operators.

4.8.4 Attendance at Training Facilities - Allowances and Expenses

(a) The Employer may, by agreement or by giving reasonable notice, require Employees to attend training courses at a training facility.

(b) The Employer shall pay overtime at the rate set out in clause 6.5.1 for all reasonable travelling time outside the hours of 0800 hours to 1800 hours for travel to or from a training facility.

(c) An Employee who is undertaking training in excess of ten hours in any one day, or outside of their rostered hours, shall be paid overtime at the rate prescribed in clause 6.5.

(d) Where an Employee is required to attend a training facility, they shall be provided with a vehicle, or, where by agreement, the Employee uses his or her own vehicle he or she shall be paid the distance travelled between his or her usual station or home residence (whichever is the lesser).

(e) An Employee attending a training facility which requires staying away from home overnight will be provided with accommodation by the Employer or be reimbursed the full cost of accommodation.

4.8.5 Watchroom duties allowance

A Firefighter who is required to perform watchroom duty for a full shift in order to relieve a Watchroom Operator/Trainee Firefighter or Firefighter Level 1 on leave or otherwise unavailable will receive an allowance of $3.50 per shift.
PART 5 - HOURS OF WORK

5.1 ORDINARY HOURS AND AVERAGE WEEKLY HOURS

(a) The ordinary hours of work for Employees shall be an average of 38 hours per week.

(b) Employees shall be rostered and shall work an average of 42 hours per week over an eight week cycle, four hours of which shall be overtime hours that are included as part of the weekly wage.

5.2 ROSTER OF HOURS

5.2.1 Senior Station Officer

(i) A Senior Station Officer is expected to manage their own workload so that there is a balance between working time and time worked, however, shall be required by the Employer to work an average of 42 hours per week.

(ii) A Senior Station Officer is expected to work at the times necessary to perform their station duties as discussed with the Site Operations Manager. Indicative hours of duty could be:

- Monday to Thursday – 0800 hours until 1630 hours, and
- Friday – 0800 hours until 1600 hours

(iii) The indicative hours above include a paid lunch break during which the Senior Station Officer would remain on duty at the station.

(iv) Where the Senior Station Officer is required to undertake duties outside of normal hours or on weekends, the Employee, at their election, will receive time off in lieu (at one hour off for each hour worked) or be paid overtime at the rate prescribed in clause 6.5.1.

(v) The Senior Station Officer will usually be entitled to be absent from the Station on a public holiday. However, in the event, the Employee is required by the Employer to work on a public holiday, the Employee will, in addition to their weekly wage, be entitled to a day’s leave in lieu plus an allowance equal to 50% of their single time rate for each hour worked.

(vi) A Senior Station Officer shall receive the weekly wage as set out in clause 4.2 – Wage Rates. This includes payment for the Employee to be available to a reasonable extent after normal working hours to deal with operational matters.
5.2.2 10/14 Roster System Employees

The roster pattern for an Employee, including a Watchroom Operator but other than a Senior Station Officer, shall be:

- 2 x 10 hour day shifts (0800 hours to 1800 hours), followed by -
- 2 x 14 hour night shifts (1800 hours to 0800 hours), followed by -
- 4 rostered days off.

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5.2.3 Rosters Generally

The following general conditions shall apply:

(i) The roster, once compiled, shall not be departed from except to meet an emergency due to sickness or other unexpected or unavoidable cause and by agreement with the employees concerned, or to allow an employee to attend training in accordance with clause 4.7.4.

(ii) In the event of an alarm requiring any station to stand-by or turn-out for an incident being received at the station during roll-call, the on-coming platoon shall crew the appliances, and if required, proceed to the incident, and the off-going platoon shall remain on duty, if required, until the other platoon returns or until otherwise directed, when the off-going platoon shall be dismissed.

(iii) If, when the on-coming platoon reports at a station at the time prescribed for the change of shift and the other on duty platoon is proceeding to, or attending an incident, the on-coming platoon, if so directed shall, after roll-call, proceed to the incident. The Station Officer or other senior member of the platoon shall report the arrival of the shift to the Officer-in-Charge of the incident without delay. Where the off-going platoon is not required at the incident or detailed for duty elsewhere, it shall return to its station and remain available until the other platoon returns or until otherwise directed, when the off-going platoon shall be dismissed.

(iv) If one or more members of the on-coming platoon are absent, an equal number of members in the platoon on duty may be retained on duty until they are relieved. Where a replacement Firefighter is not available from within the Station, the Senior Station Officer or day shift Station Officer may make up the shortfall on the platoon for the balance of the shift until a replacement Firefighter becomes available. Where the absence is for an anticipated duration of more than one shift and a replacement Firefighter is not available from within the Station, a replacement Firefighter shall be sourced from another Station.

(v) Subject to the provisions of this clause, Employees shall be dismissed punctually from their rostered shift.

(vi) In order to reduce domestic and family pressure on individuals due to the requirements of permanent shift work but subject to fatigue considerations:

(I) Employees will be allowed to swap or exchange shifts on a mutual basis, at no cost to the Employer and with the approval of the Senior Station Officer or Station Officer.
(II) Part-shifts will also be able to be exchanged on an hour for hour basis, with the approval of the Senior Station Officer or Station Officer.

PART 6 - BREAKS, OVERTIME, RECALL, RETENTION & OTHER ASSISTANCE

6.1 AMENITIES

(a) The Employer shall provide at each station amenities for the preparation and consumption of meals, refreshments, recreation, and rest and recline.

(b) A Notice Board will be provided in each workplace.

(c) Tea, coffee and Milo making facilities including milk and sugar will be provided at each location for use during meal and rest breaks.

(d) Facilities for preparing hot drinks shall be provided for all Employees on duty away from the Station.

(e) The Employer will consult via the process set out in clause 2.2 in relation to workplace facilities. It is recognised that the Employer's own control over such matters is limited.

(f) The Employer will provide equipment or access to appropriate facilities on-site and time for on-duty Employees to undertake physical fitness training at the relevant Fire Station.

6.2 REST AND RECLINE

(a) Employees while on night shift shall be permitted to recline and sleep between 2230 and 0600 hours whenever there is no work to be done by them.

(b) For the purpose of this clause only, "work" means responding to fire or rescue related calls, alarms and radio transmissions, and limited programmed continuation training and scheduled defence activities. For the avoidance of doubt, work does not include activities such as training and skills maintenance, but does include continuation training which may be scheduled between 2230 and 2300 hours.

(c) It is expected that the Watchroom Operator on shift, or one other member of the night shift platoon, will be able to respond to calls, alarms and radio transmissions between the hours of 2230 and 0600 hours.

6.3 MEAL BREAKS

(a) Employees shall be allowed a one hour paid meal break during each shift and shall remain on duty.
(b) Subject to operational requirements, meal breaks will be taken at regular times and will be commenced within five hours of commencing duty.

(c) An Employee working overtime shall be allowed a paid rest break of 20 minutes after each four hours worked, provided that the Employee is required to continue work after the rest break.

(d) An Employee performing fire duty continuously for a period of three hours or more shall be entitled to a 30 minute paid break during which refreshments will be provided by the Employer.

6.4 SHOWER, CHANGING AND FITNESS TIME

(a) When an Employee is involved on any duty which requires a shower and change, 15 minutes shall be allowed for this purpose.

(b) Wherever possible, 60 minutes of physical fitness training time with a further 15 minutes for shower time per shift shall be provided to each Employee.

6.5 OVERTIME

6.5.1 Overtime

(a) An Employee working a 10/14 roster who is required to work in excess of their rostered hours or on a shift that should be a rostered day off (other than due to a mutual shift swap) shall be paid overtime at the rate prescribed in clause 6.5.1(b) calculated to the nearest quarter of an hour.

(b) The overtime rates effective from the first full pay period after 1 July 2012 for each classification are set out below. The single time rate for the purposes of payments prescribed in the Agreement is also shown below.

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<th>Classification</th>
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<th>Overtime Rate Per hour</th>
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<td>Senior Station Officer</td>
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(c) The overtime rates and single time rates above will be increased by 3% effective from the first full pay period after 1 July 2013.

(d) At the election of the Employee, time off may be taken on a shift for shift basis (either Day or Night) in lieu of overtime rates, provided that if the time off has not been taken within four pay periods, the overtime will be paid.

6.5.2 Rostering of Overtime

An overtime roster will be implemented at each Station following consultation between the Employer and Employees to ensure the equal distribution of available overtime.

6.5.3 Recall

(a) An Employee off-duty, who is recalled to duty, will be paid a minimum of four hours overtime, provided that if the work to be done is completed within four hours, the Employee need not stay for the full four hours.

(b) An Employee recalled to duty shall be paid travelling time, at the single time rate, except on Sundays and public holidays when time and a half the single time rate applies. In addition a payment per kilometre will be made in respect of the distance travelled from home to work and return at the rate of 75 cents per kilometre.

6.5.4 Retention

(a) An Employee who is retained on duty at the conclusion of a rostered shift for 60 minutes or more (excluding shower and change time) shall be paid a minimum of four hours of overtime, provided that if the work to be done is completed within four hours the Employee need not stay for the full four hours.

(b) Periods of less than 60 minutes are regarded as normal overtime and paid in accordance with Clause 6.5.1 – Overtime.

(c) An Employee retained on duty after a night shift shall be entitled to eight consecutive hours off duty without loss of pay.
PART 7 - LEAVE AND PUBLIC HOLIDAYS

7.1 DEFINITIONS

In this part, the term immediate family includes:

(a) a spouse (including a former spouse) or a de-facto partner (including a former de-facto spouse) of the Employee. A de-facto partner means a person of the same or opposite sex who lives with the Employee in a relationship as a couple on a genuine domestic basis; and

(b) a child or an adult child (including an adopted child or step-child), parent, grandparent, grandchild or sibling of the Employee or of the spouse or de-facto partner of the Employee.

7.2 PAID PERSONAL/CARER'S LEAVE

(a) Personal/carer's leave is:

(i) paid leave (sick leave) taken by the Employee because the Employee is not fit for work because of a personal illness or personal injury affecting the Employee; or

(ii) paid leave (carer's leave) taken by the Employee to provide care or support to a member of the Employee's immediate family or a member of the Employee's household, who requires care and support because of a personal illness, personal injury or unexpected emergency affecting them.

(b) An Employee is entitled to 10 days/shifts of personal/carer's leave per year of service.

(c) An Employee may take paid personal/carer's leave if they have provided the Employer with notice of the taking of the leave as soon as reasonably practicable (and wherever possible prior to commencement of the Employee's shift) and, if required by the Employer, evidence that would satisfy a reasonable person that the leave is taken for a reason specified in paragraph (a). The notice must include the expected duration of the absence.

(d) The Employer will not require evidence of a personal illness or a personal injury for the first five single day absences taken as paid sick leave by an Employee in any one year. Provided that the relevant evidence will be required if the Employer reasonably suspects that the Employee was not unfit for work due to a personal illness or personal injury (for example, where there is a pattern of sick leave).
7.3 UNPAID CARER’S LEAVE

(a) An Employee is entitled to a period of 2 days unpaid carer’s leave for each occasion when a member of the Employee’s immediate family or a member of the Employee’s household requires care and support because of a personal illness, personal injury or unexpected emergency affecting them, and where the Employee has no paid personal/carer’s leave available.

(b) The Employee must comply with the same notice and evidence requirements as set out in clause 7.2 for paid personal/carer’s leave.

7.4 COMPASSIONATE LEAVE

(a) Compassionate leave is provided for in the NES. An Employee is entitled to up to three shifts or days of paid compassionate leave for each occasion when a member of the Employee’s immediate family or a member of the Employee’s household:

(i) dies; or

(ii) contracts or develops a personal illness that poses a serious threat to his or her life; or

(iii) sustains a personal injury that poses a serious threat to his or her life.

(b) Additional paid or unpaid compassionate leave may be granted by the Employer should the Employee be required travel outside of Australia to attend a funeral of an immediate family member. The Employer may also grant paid or unpaid leave to an Employee to attend the funeral of other family members who are not members of the Employee’s immediate family.

7.5 PARENTAL LEAVE

The parental leave provisions in Part 2-2 Division 5 of the Act as at 1 April 2013 will apply as terms of this Agreement.

7.6 ANNUAL LEAVE

(a) Annual leave is provided for in the NES.

(b) An Employee, other than a Senior Station Officer, shall be entitled to 300 hours of annual leave per year of continuous service with the Employer (inclusive of the NES). The 300 hours includes 5 weeks of annual leave as well as leave in lieu of Public Holidays.

(c) A Senior Station Officer is entitled to 5 weeks (210 hours) of annual leave per year of continuous service with the Employer.
(d) An Employee’s entitlement accrues progressively during a year of service, accumulates from year to year and is paid out on termination from the Employer.

(e) Annual leave may be taken for a period agreed between the Employee and the Employer. The Employer shall not unreasonably refuse a request by an Employee to take annual leave.

(f) During a period of annual leave, an Employee will be paid the proportion of the weekly wage they would have been paid had they worked during the period of leave.

(g) If the Employee’s period of annual leave includes another period of paid leave (such as personal/carer’s leave or compassionate leave) the Employee is taken not to be on paid annual leave for the period of that other absence.

(h) The Employer and an Employee may agree to the Employee cashing out an amount of paid annual leave subject to the following:

(i) after the cashing out of annual leave the Employee’s remaining accrued entitlement to paid annual leave will be not less than 4 weeks;

(ii) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Employer and the Employee;

(iii) the Employee will be paid the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee had foregone.

(i) To avoid doubt, the annual leave provisions apply from the commencement of this Agreement and are not retrospective.

7.7 COMMUNITY SERVICE LEAVE

(a) Community service leave (for jury service and voluntary emergency management activity) is provided for in the NES.

(b) An Employee required to attend for jury service during his or her ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid or payable in respect of his or her attendance for such jury service and the amount of wage he or she would have received for the normal shifts he or she would have worked had he or she not been on jury service.

(c) An Employee shall notify the Employer as soon as possible of the date upon which he or she is required to attend for jury service. Further the Employee shall give the Employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.
7.8 INDUSTRIAL DISPUTE RESOLUTION TRAINING LEAVE

(a) An Employee representative with more than 6 months service with the Employer is entitled to up to five days of paid leave per calendar year to attend a training course that will enable to representative to better perform their duties. Such leave does not accumulate from year to year.

Provided that the Employer may grant paid leave of up to ten days per calendar year subject to the total leave granted in that year and in the subsequent year not exceeding ten days.

(b) The Employee representative must give the Employer no less than two weeks notice of their intention to attend such a training course and the leave to be taken, or such shorter period of notice as the Employer may agree to accept. The Employer must grant the leave to the Employee representative unless the Employer is unable to make adequate staffing arrangements among current Employees to cover the absence.

(c) The notice to the Employer must include details of the type, content and duration of the course to be attended. If requested the Employee must provide the Employer with proof of attendance of the course in order to be paid for the period of leave.

(d) The Employer is not liable for any additional expenses (such as travel, accommodation and meals) associated with an Employee’s attendance at such a course other than the payment of normal wages for such absence.

7.9 LONG SERVICE LEAVE

(a) Long service leave is provided for in the Long Service Leave Act 1992 (Victoria) and the Long Service Leave Act 1955 (NSW).

(b) In addition and to avoid doubt, all Employees will be entitled to a pro rata payment of long service leave if the Employee has at least 5 years continuous service with the Employer and the Employee’s employment is terminated by the Employer due to the cessation of the Employer’s contract with Defence.

7.10 PUBLIC HOLIDAYS

(a) Public holidays are provided for in the NES.

(b) For an Employee working a 10/14 roster, public holidays, including the NES entitlement, are accounted for in the aggregate annual leave provided for in clause 7.6. The Employee has no separate entitlement to public holidays pursuant to the NES or to additional payment for work on public holidays under this Agreement.

(c) To avoid doubt, an Employee working a 10/14 roster is required to work the public holidays that fall on their rostered shift.
PART 8 - TRAINING AND SKILLS DEVELOPMENT

8.1 SKILLS DEVELOPMENT AND TRAINING

A Firefighter who is not normally employed at the RAAF Base – Wagga may request and be given the opportunity to attend the Base and achieve Aviation Skills Training and undertake ‘Airfield Continuation Training’, at the discretion of the relevant SSOs and where mutual shift swaps have been agreed between employees. The travel allowances and expenses provisions in clause 4.8.2 shall not apply in this circumstance.

8.2 COMPETENCY TRAINING

The Employer will provide Employees with consistent and relevant workplace training. Where training is provided it will be delivered and/or accredited by a Registered Training Organisation and at an Approved Training Ground or other approved training location.
PART 9 - SIGNATORIES

The Employer
Signed on behalf of
Compass Group (Australia) Pty Ltd
Name: Catherine Holmes
Address: 39 Southgate Ave Cannon Hill
Position: National Workplace Relations Manager
Signature:
Date: 29 April 2013

Witness
Name: Simon Francis
Address: 38 Southgate Ave Cannon Hill
Signature:
Date: 29 April 2013

The Employees
United Firefighters' Union of Australia
Signed on behalf of the employees as the bargaining representative
Name: Peter Marshall
Address: 410 Brunswick St Fitzroy
Signature:
Date: 29 April 2013

Witness
Name: Michelle Baldini
Address: 410 Brunswick St Fitzroy
Signature:
Date: 29 April 2013