DECIION

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

Broadspectrum (Australia) Pty Ltd T/A Broadspectrum
(AG2015/6757)

TRANSFIELD SERVICES DEFENCE BASE SERVICES (VIC) AND THE
UNITED FIREFIGHTERS' UNION OF AUSTRALIA (VICTORIAN
BRANCH) FIRE AND RESCUE ENTERPRISE AGREEMENT 2015

Fire fighting services

COMMISSIONER WILSON MELBOURNE, 16 DECEMBER 2015

Application for approval of the Transfield Services Defence Base Services (Vic) and the United Firefighters' Union of Australia (Victorian Branch) Fire and Rescue Enterprise Agreement 2015.

[1] An application has been made for approval of an enterprise agreement known as the Transfield Services Defence Base Services (Vic) and the United Firefighters Union of Australia (Victorian Branch) Fire and Rescue Enterprise Agreement 2015 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). The agreement is a single-enterprise agreement. In the course of approval process it became apparent that the name of the employer entity has changed from Transfield Services (Australia) Pty Ltd T/A Transfield Services to Broadspetum (Australia) Pty Ltd T/A Broadspectrum. Notwithstanding this change, the Agreement is approved with reference to the former name, as Transfield Services Defence Base Services (Vic) and the United Firefighters Union of Australia (Victorian Branch) Fire and Rescue Enterprise Agreement 2015.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 23 December 2015. The nominal expiry date of the Agreement is 31 October 2017.
TRANSFIELD SERVICES

DEFENCE BASE SERVICES (VIC)

and the

UNITED FIREFIGHTERS’ UNION OF

AUSTRALIA

(Victorian Branch)

FIRE AND RESCUE

ENTERPRISE AGREEMENT

2015
OBJECTIVES

It is a prerequisite for successful contract delivery of Defence Services that the following objectives are achieved and that all parties associated with this Enterprise Agreement commit themselves to:

Excel in Company/employee relations, safety and welfare, quality, productivity, flexibility, communication and timeliness.

The above will be achieved by:

- Providing a healthy, safe, harmonious working environment.
- Enhancing productivity and efficiencies within the workplace.
- Continuing to create a flexible work environment which will enable all personnel to work to the limits of their skills and capabilities.
- Ongoing communication and consultation with all personnel being encouraged to participate in matters that have a constructive impact on their overall working environment.
- Constantly seeking improvement in: Job turnaround times, reliability, safety, welfare, quality and efficiency.
- Providing, where practicable, stable and secure employment for personnel during their periods of engagement.
- Developing a culture that focuses on commitment and trust.
PART 1 APPLICATION AND OPERATION OF AGREEMENT

1.1 TITLE

This Agreement shall be known as the Transfield Services Defence Base Services (Vic) and the United Firefighters' Union of Australia (Victorian Branch) Fire and Rescue Enterprise Agreement 2015.

1.2 ARRANGEMENT

PART 1 - APPLICATION AND OPERATION OF AGREEMENT

1.1 Title
1.2 Arrangement
1.3 Application of Agreement
1.4 Operation of Agreement
1.5 Renegotiation of Agreement
1.6 No Extra Claims
1.7 Definitions
1.8 Anti-Discrimination

PART 2 - CONSULTATION AND DISPUTE RESOLUTION

2.1 Consultative Process
    2.1.1 Consultation
    2.1.2 Fire Station Consultative Committee
    2.1.3 Occupational Health and Safety
2.2 Dispute Resolution
2.3 Job Delegate Representation
2.4 Payment for Attending Interviews/Appeals etc.

PART 3 - EMPLOYMENT RELATIONSHIP

3.1 Employment Relationship
3.2 Structural Efficiency
3.3 Termination of Employment
    3.3.1 Notice of Termination by Employer
    3.3.2 Notice of Termination by an Employee
    3.3.3 Time Off During Notice Period
3.4 Redundancy
    3.4.1 Definition
    3.4.2 Severance Pay
    3.4.3 Employee Leaving During the Period of Notice
    3.4.4 Time Off During Notice Period
PART 4 - RATES OF PAY AND RELATED MATTERS
4.1 Classifications, Career Paths and Opportunities
   4.1.8 Skills Enhancement Program
4.2 Wages
   4.2.1 Wage Rates
   4.2.2 Timekeeping
   4.2.3 Superannuation
4.3 Higher Duties
4.4 Accident Pay
4.5 Modified Alternative Duties
4.6 Uniform and Equipment
4.7 Allowances
   4.7.1 Meal Allowances
   4.7.2 Travelling Allowances and Expenses
   4.7.3 Qualification Allowances
   4.7.4 Driving Licence Fee Reimbursement
   4.7.5 First Aid Allowance
   4.7.6 Watchroom Allowance
   4.7.7 Attendance at Training Facilities - Allowances and Expenses

PART 5 - HOURS OF WORK, SHIFT WORK, BREAKS AND OVERTIME
5.1 Ordinary Hours of Work
   5.1.1 Average Weekly Hours
5.2 Roster of Hours
   5.2.2 10/14 Roster System Employees
   5.2.3 Roster at RAAF Base, East Sale
   5.2.4 Rosters Generally

PART 6 - BREAKS, OVERTIME, RECALL, RETENTION AND OTHER ASSISTANCE
6.1 Amenities
6.2 Rest and Recline
6.3 Meal Breaks
6.4 Shower and Changing Time
6.5 Overtime
   6.5.1 Recall
   6.5.2 Retention
6.6 Fatigue Management – Travel Assistance
6.7 Absence and Fatigue Reduction Program(s)

PART 7 - TYPES OF LEAVE
7.1 Personal Leave
   7.1.1 Definitions
7.2 Sick Leave
7.3 Parental Leave
7.4 Carer’s Leave
7.5 Bereavement Leave
7.6 Pressing Necessity Leave
7.7 Annual Leave
7.8 Jury Service
7.9 Defence Forces Leave
7.10 Industrial Dispute Resolution Training Leave
7.11 Study Leave
7.12 Long Service Leave

PART 8 - TRAINING AND SKILLS DEVELOPMENT
8.1 Skills Development and Training
8.2 Australian Fire Competency Training
8.3 First Aid Training/Qualifications

PART 9 - OTHER MATTERS

PART 10 – SIGNATORIES

APPENDIX A TRAINING MATRIX
APPENDIX B PARENTAL LEAVE AND RELATED ENTITLEMENTS – National Employment Standards
APPENDIX C UNIFORM AND EQUIPMENT
APPENDIX D STAFFING
APPENDIX E TABLE OF ALLOWANCES
APPENDIX F APPOINTMENT PANELS
APPENDIX G FLEXABILITY ARRANGEMENT

1.3 APPLICATION OF AGREEMENT
1.3.1 This Agreement shall be binding upon the Employer and the United Firefighters’ Union of Australia and its members, those employees eligible to be members employed in any of the classifications set out in this Agreement, and employed by the Employer at HMAS Cerberus, the Puckapunyal Military Base, RAAF Base East Sale, Bandiana Military Base and other sites within Victoria.

1.4 OPERATION OF AGREEMENT
1.4.1 The Agreement shall come into operation seven days after the date of approval by the Fair Work Commission and shall have a nominal expiry date of 31 October 2017

1.5 RENEGOTIATION OF AGREEMENT

The parties undertake to commence negotiations for a new Certified Agreement at least three (3) months prior to the expiry of this Agreement with a view to negotiating and settling both a variation and extension of this agreement, or a replacement Agreement.

1.6 NO EXTRA CLAIMS
It is agreed by the parties that up to the nominal expiry date of this agreement:

(i) The employees and employer will not pursue any extra wage claims, whether award or over award;

(ii) The employees and employer will not seek any changes to conditions of employment;

(iii) The agreement will cover all matters or claims regarding the employment of the employees, which could otherwise be the subject of protected actions pursuant to the Fair Work Act 2009; and

(iv) Neither the employees nor any party to this agreement, will engage in protected action pursuant to the Fair Work Act 2009, in relation to the performance of any work covered by the agreement.”

1.7 DEFINITIONS

“AFC” means Australian Fire Competencies.

“Appointed Position” means appointment to the classification of “Leading Firefighter” or “Station Officer”,

“CASA” refers to the Civil Aviation Safety Authority.

“Classifications” refers to the following:

Watchroom Operator Level 1 – is an employee engaged to work in the watchroom of the fire station, who has less than two (2) years’ experience in the watchroom and who holds the following 5 minimum units of training:

PUAFIR215 Prevent Injury
PUAOPE002B Operate Communication Systems and Equipment
PUATEA001B Work in a Team
PUACOM001C Communicate in the Workplace
PUATEA002B Work Autonomously

Watchroom Operator Level 2 – is an employee engaged to work in the watchroom of the fire station, who has at least two years of continuous experience and who holds the 5 minimum units of training identified above for a Watchroom Operator Level 1.

Watchroom Operator Level 3 – is an employee engaged to work in the watchroom of the fire station, who has had at least two (2) years of continuous experience and, in addition to the 5 minimum training units identified above, holds the minimum training units required for Fire-fighter 1. All employees who are engaged as watchroom operators at the time this Agreement is approved by the Fair Work Commission will be classified as a Watchroom Operator Level 3 under this Agreement.

Watchroom Operators are responsible, at their own expense, to attain any of the units of training identified in association with becoming an Operational Firefighter.
A leading fire-fighter who holds Certificate IV in Public Safety and Supervise Response to Aviation Incidents will be able to operate as the AFC and shift supervisor on higher duties for a limited time.

Modules marked with an asterisk (*) are specific aviation or marine modules that are only required at nominated bases.

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 Public Safety Certificate levels or competency units to the new qualification unless specifically required by the Department of Defence.

“Firefighter Level 1/Watchroom Operator”, means an employee employed as a paid Firefighter with the Transfield Services Fire and Rescue Service Employed at the RAAF base East Sale and who has obtained the qualifications and modules for a Firefighter Level 1 set out in Appendix A - Training Matrix, a current Level 2 Senior First Aid Certificate or equivalent, and who may be undertaking training to obtain accreditation with the requisite Aviation Modules. This provision only applies to employees engaged prior to 30 June 2015.

At RAAF Base East Sale the following three provisions apply:

- The primary role of a Firefighter Level/Watchroom Operator is to perform Watchroom duties.
- A Firefighter Level/Watchroom Operator who has not obtained the requisite aviation modules within two (2) years shall be placed on shift rotation but may only respond to structural and/or wildfire incidents.
- The Employer will pay all costs incurred in training a Firefighter Level 1/Watchroom Operator in obtaining accreditation with the requisite Aviation Modules.

Note: A Firefighter Level 1/Watchroom Operator at the RAAF Base East Sale should, within two (2) years, acquire the requisite aviation modules and be assessed as competent to respond to an aviation incident.

“Firefighter Level 1” means an employee employed as a paid Firefighter with the Transfield Services Fire and Rescue Service and who has obtained the Firefighter Level 1 qualifications and modules set out in Appendix A - Training Matrix and a current St John Level 2 Senior First Aid Certificate or equivalent.

“Firefighter Level 2” means an employee who has completed twelve months service as a paid Firefighter within the fire and rescue industry and has successfully completed all Firefighter Level 1 and 2 modules outlined in Appendix A - Training Matrix and assessment.

“Firefighter Level 3” means an employee who has completed 24 months service as a paid Firefighter within the fire and rescue industry and has successfully completed all Firefighter Level 1, 2 and 3 modules outlined in Appendix A - Training Matrix and assessment.
“Qualified Firefighter” means an employee who has completed a minimum of 36 months service as a paid Firefighter within the fire and rescue industry and successfully completed all Level 1, 2, 3 and Qualified Firefighter modules outlined in Appendix A – Training Matrix and assessment.

“Qualified Firefighter (with Leading Firefighter Qualifications)” means a Qualified Firefighter who has completed all Level 1, 2, 3, Qualified Firefighter, and Leading Firefighter modules and assessment, has been eligible to be a Qualified Firefighter with leading Firefighter Qualifications and has been appointed by the Employer to Leading Firefighter outlined in Appendix A of this Agreement.

“Leading Firefighter” means a qualified fire-fighter who has had a minimum of 48 months fire fighting as a paid Firefighter within the fire and rescue industry and has completed all Firefighter Level 1, 2, 3, Qualified Firefighter, and Leading Firefighter modules and assessment, has been eligible to be a Qualified Firefighter with leading Firefighter Qualifications and has been appointed by the Employer to Leading Firefighter outlined in Appendix A of this Agreement.

“Station Officer” means an appointed Officer who has completed a minimum of five (5) years’ service as a paid Firefighter within the fire and rescue industry, with at least one (1) year at Leading Firefighter level and has successfully completed the Station Officer modules outlined in Appendix A and assessment.

“Senior Station Officer” means an appointed Officer who has been a Station Officer and completed the Senior Station Officer modules outlined in Appendix A and assessment and completed a minimum of one (1) years’ service with the Employer at the Station Officer level. The parties agree to review the minimum of one (1) years’ service as a prerequisite, in relation to its adequacy in the context of experience in managing fire ground incidents.

“Commission” means the Fair Work Commission or its successor.

“Continuous Service” means the calculation of service which includes ordinary working hours; and any period of leave of absence provided for in this Agreement or agreed between the parties to this Agreement.

“employee” means a person employed by the Employer under one of the classifications of this Agreement.

“Employer” or “the company” means Transfield Services (Australia) Pty Ltd or as it may be renamed.

“ESL” means the RAAF Base, East Sale.

“Job Delegate” means an employee appointed by the United Firefighters’ Union of Australia – Victorian Branch as the accredited representative of the Union in the particular location concerned.

“Officer in Charge” is the person with Station Officer Qualifications as a minimum, appointed responsible for the operational management of the fire station’s resources and facilities.

“PMA” means Puckapunyal Military Area
“PSTPC” means Public Safety Training Package Competencies.


“Union” means the United Firefighters’ Union of Australia (Victorian Branch).

1.8 ANTI DISCRIMINATION

1.8.1 It is the intention of the parties to this Agreement to achieve the principal objective in the Fair Work Act 2009 through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, natural extraction or social origin.

1.8.2 Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

1.8.3 Nothing in this clause is taken to affect:

(i) Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation.

(ii) An employee, employer or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.

(iii) The exemptions in the Act.

PART 2 CONSULTATION AND DISPUTE RESOLUTION

2.1 CONSULTATIVE PROCESS

2.1.1 Consultation

The parties to this Agreement are committed to a consultative framework which is based on mutual respect and working in cooperation to achieve the objectives of this Agreement. 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 United Firefighters’ Union (Victorian Branch) as one of the parties to this Agreement in representing the industrial interests of its members covered by this Agreement.

Where the Employer intends to introduce major changes in program, organisation, structure or technology that are likely to have significant effects on employees, the Employer shall notify the employees who may be affected by the proposed changes and their union. Consultation means the full, meaningful and frank discussion of issues/proposals and the consideration of each party's views, prior to any decision being made by the Employer.
“Significant effects” include, but not limited to termination of employment, major changes in the composition, operation or size of the Employer’s workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the implementation of a drug and alcohol testing program, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Where necessary, members of the Defence Base Services Victoria Fire and Rescue Consultative Committee may be delegated to draft processes/procedures that are common to all Fire and Rescue Service sites covered by this Agreement (e.g. promotions, recruitment etc.) for the purpose of implementing aspects of this agreement.

The parties recognise the right of the Employer to plan, direct and control operations, to organise and assign work to scheduled shifts, and to maintain order and efficiency in accordance with the terms and conditions within this Agreement.

2.1.2 Defence Base Services Victoria Fire and Rescue Consultative Committee

a) The parties agree to an arrangement ensuring regular meetings between the Regional Contract Management, employee representatives and their union representative(s).

b) These meetings will be used to discuss multi-site issues affecting the Defence Base Services Victoria Fire and Rescue Service, including for example (having regard to confidentiality) capital expenditure, projects, appliances, response time data and/or matters affecting the implementation of the terms of this Agreement.

c) The Committee will discuss such action as is necessary to avert or mitigate any potential adverse effects that such change may have on employees or the contract.

d) Any Occupational Health and Safety (OH&S) issues raised will be referred to the Regional OH&S Committee for discussion/resolution with the conclusion reported at a Consultative Committee meeting.

2.1.3 Site Fire and Rescue Consultative Committee

i) These meetings will be used to discuss issues within the particular Fire Station, including for example (having regard to confidentiality) local projects, appliances, response time data and/or matters affecting the local implementation of the terms of this Agreement.

ii) Where matters pertaining to the implementation of this Agreement arise that have wider application to other the Employer’s Victorian Defence Fire stations, they will be referred to the Base Services Victoria Fire and Rescue Consultative Committee.

iii) The day to day work arrangements at the local fire station will be through the team concept with all team members having input into programs. The Base Services Regional Manager will advise employees of any impending change/s that may affect employment, or work performance.

iv) Any Occupational Health and Safety (OH&S) issues raised will be referred to the Site OH&S Committee for discussion/resolution with the conclusion reported at the relevant Site Fire and Rescue Consultative Committee meeting.
2.1.4 Operational Matters

The Base Services Regional Manager or their delegate at each site shall meet as required with the Station Officer(s) and the Leading Firefighters from each shift to discuss operational matters.

This does not remove the right of a Regional Manager to communicate with staff as required.

A Firefighter who believes that an operational decision or direction made by the Employer’s management is inconsistent with CASA regulations or other established practice may report the matter through the Employer’s incident reporting process. A Firefighter who acts in accordance with a direction from the Employer’s management shall not be subject to disciplinary or other adverse action by the Employer, if the direction is subsequently found to breach legislation or regulation, unless the Firefighter withholds professional advice from the management.

2.1.5 Occupational Health And Safety

The parties recognise that the implementation of OH&S programs is an integral part of the continuous improvement process which directly reduces compensation and rehabilitation costs and indirectly improves staff morale, absenteeism rates and improved work practices.

To achieve these efficiency gains, the parties agree to maintain the existing OH&S Committee in accordance with the guidelines of the Occupational Health & Safety Act. Further, the Employer undertakes to enable an elected OH&S Representative and Deputy Representative to be trained to the appropriate standard. Such training will be at the Employer’s time and cost.

Primary objectives of OH&S Committee in the workplace will be to develop an OH&S Management System that:

(i) promotes the safety, health, and improved life-style of the Employer’s employees.

(ii) identifies high risk areas and hazards to the Employer’s employees and develops strategies to combat those identified areas and hazards.

(iii) identifies and recommends employee health and safety training appropriate to eliminating workplace accidents.

(iv) supports and implements the objectives of the Occupational Health and Safety Act.

The Employer shall, upon the written request of any employee, promptly provide the employee with a list recording:

- each call attended by the employee, and

- any hazardous material, chemical or other substance that they may have been exposed to at each such call for the sole purpose of the welfare of employees.
Upon election as an OH&S Representative, an employee who has not previously attended an introductory Health and Safety Representatives course, shall be granted leave of absence on full pay for up to five (5) days, as soon as practicable, but no later than three (3) months after appointment to attend such course, plus a one (1) day refresher course annually.

OH&S Representatives shall be allowed time release to attend union authorised training and meetings associated with the OH&S Representatives’ duties and responsibilities. Release will be subject to relevant course detail, shift staffing requirements, and at least a minimum of two (2) working days notification being provided.

2.2 DISPUTE RESOLUTION

There shall be effective means of consultation between the Employer, its employee(s) and the Union on all matters pertaining to the employment relationship, all matters arising under this agreement or under the National Employment Standards and the following procedure shall be followed in an effort to achieve a satisfactory resolution of any dispute or grievance.

2.2.2 Step 1 The dispute or grievance shall be submitted by the employee representative and/or employee(s) to the employee’s immediate supervisor.

2.2.3 Step 2 If not settled at Step 1, the matter shall be submitted to the Station Officer or Regional Manager as appropriate.

2.2.4 Step 3 If not settled at Step 2, the matter shall be recorded. The matter shall be submitted to the appropriate delegated Industrial Representative of the Employer for consultation.

2.2.5 Steps 1 - 3 Must be concluded within a period of ten business days.

2.2.6 Step 4 If the matter is not settled at Step 3, the dispute or grievance shall be formally submitted in writing to the officer responsible for Industrial Relations, setting out details of the dispute or grievance and, where appropriate, with supporting documentation. Such officer shall convene a meeting of the parties within a period of one (1) week of receipt of such submissions and endeavour to reach a satisfactory settlement.

2.2.7 Step 5 If the matter is not settled following progressions through the disputes procedure it may be referred by the Union or the Employer to FWC. FWC may utilise all its powers in conciliation and arbitration to settle the dispute.

2.2.8 While the above procedures are being followed, including the resolution of any dispute by FWC pursuant to Step 5, work must continue and the status quo must apply in accordance with the existing situation or practice that existed immediately prior to the subject matter of the grievance or dispute occurring. No Party shall be prejudiced as to the final settlement by the continuance of work in accordance with this sub-clause. Where a dispute on a bona fide health and safety issue exists, work shall continue as usual unless an employee has a reasonable concern about an imminent risk to his or her health.

2.2.9 Notwithstanding anything contained in this clause, the parties shall be free to exercise
their rights if the dispute is not finalised without delay.

2.2.10 A decision of FWC under this clause may be appealed. A dispute is not resolved until any such Appeal is determined.

2.2.11 An employee is entitled to appoint a representative to represent them in a dispute under this clause.

2.3 EMPLOYEE REPRESENTATION

2.3.1 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.

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

2.3.3 In order for the Job Delegate to perform the functions required by (i) and (ii) below, subject to the prior approval of the Employer, the Job Delegate shall be permitted:

(i) the necessary time during working hours to interview the Employer or his/her representative on matters affecting employees whom she or he represents.

(ii) a reasonable period of time during working hours to interview officers of the Union on legitimate Union business, at a place designated by the Employer.

(iii) access to all work places where such access is necessary to enable them to carry out their functions in the particular location concerned.

(iv) to distribute such written materials to members within their particular area, using if necessary, internal communication systems.

2.3.4 Prior to performing the above functions the Job Delegate shall inform their E of his or her intention indicating the estimated duration of absence.

2.4 PAYMENT FOR ATTENDING INTERVIEWS/APPEALS etc.

2.4.1 An employee who, on as Employer’s related matter is required to attend:

- an interview for an internal position, or
- a grievance meeting against a promotion or transfer (in any capacity including as an applicant for the position, witness, or member of the interview panel or representative in any grievance case), or
- any proceeding before the Fair Work Commission, Court or tribunal (in any capacity, including as a witness, instructor or Board member),

and does so when necessary to the matter being heard and is not on duty, shall be entitled to:
be paid for travel time to and from the proceeding, interview or appeal at the rates specified in clause 4.7.2 based on the distance between the employee's normal work location (or home, if that is where they are leaving from) and the location of the proceeding, interview or grievance meeting;

be provided with an Employer vehicle, or if authorised by either their Manager and/or Convenor of the grievance meeting to use their own vehicle prior to the proceeding, interview or appeal date be paid the vehicle allowance prescribed in the Clause 4.7.2 (ii) for all kilometres travelled. Employees travelling to and from the same work location are to travel in the same vehicle wherever possible. Convenors of the interview or appeal will take all reasonable steps to ensure that attendance times are co-ordinated in order for this to occur; and

be paid at overtime rates for the duration of the proceeding, interview or appeal only plus any waiting time.

2.4.2 Any employee who is required to attend in any of the cases referred to in Clause 2.4.1 while on duty shall be released from duty to allow the attendance to occur.

2.4.3 An employee shall not be required to attend any interview for any Employers purpose while on Leave, unless agreed to by the parties concerned.

2.5 Access to the Workplace for Officers of the UFU

2.5.1 Subject to reasonable notice, as required under the Act, an officer/employee of the UFU may for the purposes of representing Employees covered by this Agreement for any purpose relating to the application of this Agreement or entitlements that arise under this Agreement (but not including any purpose referred to in section 481 or 484 of the Fair Work Act):

   a) at any time during working hours enter the Employers" prescribed premises, Registered Office or Workplace where the Employers" employees are engaged ("Work place" for this clause here includes any place where employees are performing work or are attending pursuant to a direction of the Employer or are attending in their capacity as employees of the Employer);

   b) at any time during working hours, inspect or view any work, material, machinery, appliance, document (including time and wages records), qualification of employees on the premises mentioned above; and

   c) interview, on the premises referred to above, an employee who is a member, or is eligible to be a member, of the UFU.

2.5.2 Access to workplaces under the clause shall be authorised for the purposes of consulting with UFU Job Delegates, investigation of grievances or complaints, observing working conditions, posting notices and Agreements, developing skills programs, implementation of agreed matters and for the assistance of the resolution of any dispute that may arise under this Agreement.

2.5.3 If requested by the accredited UFU representative, the Employer will provide a copy of any requested time and wages records as soon as is practicable.
2.5.4 Access to Department of Defence establishments is subject to the approval of the Department of Defence.

PART 3  EMPLOYMENT RELATIONSHIP

3.1.1 Employees will be engaged on a full-time basis and shall be deemed to be employed by the week. In the event of any peak workload or other unforeseen circumstance, the parties will commit to agreeing alternative measures. For example, a fixed-term, appointment to cover leave absences and other long term absences except where the appointment of an additional permanent employee who would be fully occupied covering such absences.

3.1.2 Any new employee will be engaged on a probationary period for the first three months of his or her employment. This probationary period will apply to all new employees, irrespective of whether they have prior service with the Employer, or other companies or organisations performing the same or similar work to that covered by this Agreement.

3.1.3 The Employer expects its employees to conduct themselves in a manner that would reflect its current high standards. All issued clothing is to be kept in a good condition and employees are to present themselves in a clean and tidy manner when at his or her place of duty.

3.1.4 All employees are expected to treat each other as representatives of the client, and other employees they deal with while on duty, with respect and courtesy.

3.2 STRUCTURAL EFFICIENCY

3.2.1 The Employer may direct an employee to carry out duties and use tools and equipment that are within the limits of the employee’s skill, competence and training and are consistent with the classification structures in this Agreement provided that such duties are not designed to promote de-skilling.

3.2.2 A Day Shift Station Officer may be required to fill an operational shift position in unforeseen circumstances in accordance with clause 5.2.4 (iv), during a period when a replacement by an operational shift employee is being organised.

3.2.3 Employees must not report for duty while affected by any drugs or alcohol, and at the RAAF Base, East Sale must comply with CASA regulations. A blood alcohol level of zero is required when reporting for duty.

3.3 TERMINATION OF EMPLOYMENT

3.3.1 Notice Of Termination By Employer

(i) In order to terminate the employment of an employee the Employer shall give to the employee the period of notice specified in the table below:

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

(ii) In addition to this notice, employees over 45 years of age at the time of the
giving of the notice with not less than two (2) years continuous service are
entitled to an additional one (1) weeks’ notice.

(iii) Payment in lieu of the notice will be made if the appropriate notice period is not
required 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.

(iv) In calculating any payment in lieu of notice, the wages an employee would
have received in respect of the ordinary time they would have worked during
the period of notice had their employment not been terminated will be used.

(v) The period of notice in this clause, shall not apply in the case of dismissal for
conduct that justifies instant dismissal including inefficiency, neglect of duty or
misconduct.

(vi) Upon termination of employment, all monies due to an employee will be paid
by electronic transfer of funds on the day of such termination, or where
unusual circumstances exist, in the next pay period.

3.3.2 Notice Of Termination By An Employee

(i) The notice of termination required to be given by an employee shall be a
minimum of two weeks.

(ii) If an employee fails to give the minimum notice required the Employer has the
right to withhold monies due to the employee to a maximum amount equal to
the ordinary time rate of pay for the minimum period of notice.

(iii) 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, an employee
shall be allowed up to one (1) days’ time off without loss of pay for the purpose of
seeking other employment. The time off shall be taken at times that are convenient to
the employee after consultation with the Employer.

REDUNDANCY

3.3.4 Definition

Redundancy occurs when the Employer or Department of Defence decides that it no
longer wishes the job the employee has been doing to be done, the following
Where the Employer’s contract is not renewed, or where the contract is renewed but the Employer decides that any of the work the employee has been doing is to be performed by a subcontractor; the following severance payment shall be made:

3.4.1 Severance Pay

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Severance Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than one year</td>
<td>Nil*</td>
</tr>
<tr>
<td>1 year and up to the completion of 2 years</td>
<td>4 week’s pay</td>
</tr>
<tr>
<td>2 years and up to the completion of 3 years</td>
<td>7 week’s pay</td>
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<tr>
<td>3 years and up to the completion of 4 years</td>
<td>10 week’s pay</td>
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<tr>
<td>4 years and up to the completion of 5 years</td>
<td>12 week’s pay</td>
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<tr>
<td>5 years and up to the completion of 6 years</td>
<td>14 week’s pay</td>
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<tr>
<td>6 years and up to the completion of 7 years</td>
<td>16 week’s pay</td>
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<tr>
<td>7 years and up to the completion of 8 years</td>
<td>18 week’s pay</td>
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<tr>
<td>8 years and up to the completion of 9 years</td>
<td>20 week’s pay</td>
</tr>
<tr>
<td>9 years and over</td>
<td>22 week’s pay</td>
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</table>

* Note – If the termination of the Employer’s Defence Base Services contract with Defence prevents an employee’s continuous service from reaching one (1) year, the severance pay entitlement would be one (1) week’s pay.

3.4.2 Employee Leaving During The Notice Period

An employee whose employment is terminated by reason of redundancy may terminate his/her employment during the period of notice and, will be entitled to the same benefits and payments under this clause had they remained with the Employer until the expiry date of such notice. However, in this circumstance the employee will not be entitled to payment in lieu of notice specified in sub clause 3.3.1.

3.4.3 Time Off During Notice Period

During the period of notice of termination given by the Employer an employee shall be allowed up to one (1) day’s time off without loss of pay during each week of notice for the purpose of seeking other employment.

If the employee has been allowed paid leave for more than one (1) 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.

3.5 COMPANY VEHICLES

Where it is appropriate Employer supplied or operated vehicles, used in connection with the work performed under this Agreement, will be fitted with an integrated vehicle management system (IVMS) device which can monitor vehicle conditions, driving conditions and determine the geographical location of the particular motor vehicle.
The IVMS is an important tool for improving the safety and security of employees whilst performing work-related activities. The data collected by the IVMS will be used for legitimate purposes only and in compliance with applicable laws.

As a term of this Agreement, employees consent to:

- the installation, maintenance and use of an IVMS device in an Employer supplied or operated vehicle of which the employee has lawful control; and

- use such vehicles with an IVMS device installed and in accordance with the Employer’s IVMS Policy

- in vehicles that are required to provide an emergency response, the IVMS will either not be installed or will not be operational.

PART 4 RATES OF PAY AND RELATED MATTERS

4.1 CAREER PATHS & OPPORTUNITIES

(i) Employees shall be appointed to a classification in accordance with their qualifications as identified in Appendix A – Training Matrix. Note: appointment to the position of Leading Firefighter and above is subject to there being a vacancy.

(ii) In addition to (i) above employees will need to demonstrate the following experience as prescribed in the appropriate classification definitions in clause 1.7.

(iii) At the RAAF Base East Sale, all classifications above that of Firefighter Level 1/ must have acquired accreditation with the requisite aviation modules.

4.1.1

(a) Employees engaged by the Employer who have been employed as professional career Firefighters in another service, including Defence Forces, within the previous two years, will have the classification they held in another service recognised as meeting the requirements of subclause (a) above at the relevant classification, provided that this has been recognised by the Department of Defence. Such recognition of skills will be the subject of assessment, incorporating Recognition of Prior Learning (RPL) and Recognition of Current Competencies (RCC) principles, and will not be unreasonably withheld.

(b) Employees shall not be entitled to apply for an appointed position until they have completed two (2) years’ service with the Employer.

(c) When addressing promotion and recruitment procedures the Employer will in all circumstances, where practical, give priority to current employees within the service in Victoria progressing through to employees within the Employer generally.

Note: The employees of Bandiana who were previously employed by Compass Group maintain their right to bring a dispute about the interpretation of subclause (a) and the
UFU has indicated it will do so on behalf of members.

4.1.2 Skills Enhancement Program

(i) The skills enhancement and skills maintenance program will reflect the various classification levels in this Agreement.

(ii) The skill levels will be based on the Public Safety Training Package Competencies (PSTPC) mandatory requirements and specific requirements to suit the business unit. The translation from the Australian Fire Competencies that currently apply will occur when the PSTPC are completed and legislatively required.

(iii) The Employer will facilitate a training/skills audit through a recognised training provider and develop a training/maintenance plan for the Fire and Rescue operations.

(iv) Development of the plan will be consistent with the consultative process contained in this agreement.

(v) An agreed recognised provider will deliver training in accordance with the plan.

4.1.3 Skills enhancement and skills maintenance program training shall be delivered by a Certificate 4 Workplace Trainer and Workplace Assessor.

4.1.4 For all Victorian bases (with the exception of Bandiana from the date of this Agreement begins to operate until 1 July 2016), the below will apply:

(i) If the Employer is unable to provide employees with the relevant training, employees will progress for time served, effective from the completion of the requisite 12 months for each level, as set out in Appendix A or as agreed between the parties.

(ii) Existing employees as at the time of approval of this agreement who have been unable to progress due to the non-provision of training up to the rank of Qualified Firefighter by the Employer, will back paid to the date they would have progressed if training had been made available.

(iii) For the purposes of i and ii above, once training becomes available, employees must get the required units within 18 months of the training becoming available or they will be demoted from their awarded classification to the classification to which they hold the appropriate qualifications. The period of 18 months may be extended by agreement between the parties. Agreement will not unreasonably be withheld.

4.1.5 For Bandiana from the date this Agreement operates until 1 July 2016 (after which clause 4.1.4 will apply), the below will apply:

(i) Provided that Fire Fighters obtain required qualifications either set out in Appendix A or as agreed between the parties and submit no later than 1 July 2016, all Fire
Fighters covered by this agreement will be promoted to the rank held previous to their engagement with the Employer, subject to the availability of positions, and back paid to 1 July 2015. Any successful submissions received after 1 July 2016 will be paid from the date the submission is received by the Employer.

(ii) LFF positions will be appointed on merit in accordance with the appointment panel process set out in Appendix F.

(iii) Progression to a higher qualification, up to Qualified Fire Fighter, is based on a combination of service and qualifications. If the Employer is unable to provide relevant training to employees then payment at the appropriate level will be paid without the attainment of the necessary qualifications.

(iv) Should the Employer subsequently facilitate training, employees must obtain the qualifications within a reasonable period or be paid according to the highest classification based on qualifications attained by the individual as per Appendix A or as agreed between the parties. This may involve a reduction in their current pay.

(v) This progression in the above will occur from 1 July 2016 and be back paid to 1 July 2015. To be clear there is an expectation where training is available, the employee will complete the training required to the level of their classification.

4.2 WAGES

4.2.1 Wage Rates

(iv) All employees covered by the terms of this agreement shall receive the following increases in wages. Such increases shall be paid in the following steps.

From: First Pay Period on or after 1 November 2014 CFA equivalent, however, until that is determined 3.0% will be applied.

First Pay Period on or after 1 November 2015: CFA equivalent, however, until that is determined 3.0% will be applied.

First Pay Period on or after 1 November 2016: CFA equivalent, however, until that is determined 3.0% will be applied.

Note: The intention of the parties is that the rates in this agreement maintain parity with the rates in the CFA Operational Staff Enterprise Agreement (CFA EA) for equivalent rank. If the rates agreed to in the CFA EA, that is still being negotiated, are higher or lower than the rates forecast in this table below then the rates will be adjusted either up or down from the date of effect in the CFA EA for operational staff. The rates payable will be paid from the date the CFA EA begins operation and will not be back paid by the Employer (if CFA EA results in an increase in rates) or repayable by employees (if CFA EA results in a reduction in rates).

(v) The following shall be the minimum weekly wage rates payable subject to any variation arising from the note above regarding parity with CFA rates:
4.2.2 Timekeeping

Notwithstanding anything elsewhere stated in this Agreement, the Employer may select and utilise for time keeping purposes, any fractional or decimal proportion of an hour (not exceeding six (6) minutes) and shall apply such proportion in the calculation of working time (including overtime) of an employee.

4.2.3 Superannuation

The Employer shall make superannuation contributions on behalf of each employee in accordance with the Superannuation Guarantee (Administration) Act 1992 (Commonwealth) into either AustralianSuper Pty Ltd, or the ESSPLAN as offered by the Emergency Services Superannuation Scheme, at the employee’s election.

4.3 HIGHER DUTIES

(i) An employee may be temporarily required to perform duties at a classification above his or her classification. Such employee will be appointed by management 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. Such higher duties shall be shared amongst employees who are qualified for higher duties.

A Qualified Firefighter (with Leading Firefighter or Officer Qualifications) may be required to act in place of a Leading Firefighter and shall be paid at the LFF rate for the entire period of higher duties.

A Leading Firefighter with Station Officer qualifications may be required to act in place of a Station Officer and shall be paid at the rate of the SO rank for the entire period of
higher duties.

(ii) The National Operations Manager shall conduct a comprehensive “skills gap analysis”, in conjunction with the Leading Firefighters, to determine the training gap between the Leading Firefighters skills-set and that required to carry out the duties of the day work Station Officer, consistent with Appendix A - Training Matrix. All Leading Firefighters will be eligible to make application for training module/s completion as detailed in the skills-gap analysis.
4.4 ACCIDENT PAY

An employee absent from work on account of any injury or illness arising out of or in the course of employment shall be entitled to leave of absence for up to 52 weeks while being entitled to Workers Compensation without reducing his or her sick leave entitlements. During the period of absence the employee shall be paid the difference between his or her total wage and such compensation. Annual Leave entitlements during the period of absence will not exceed sufficient accrual to maintain the shift leave cycle.

4.5 MODIFIED ALTERNATIVE DUTIES

4.5.1 Work-related injury or illness

An employee who suffers a work related injury and or illness that is arising out of, or in the course of employment, will be rehabilitated on his or her usual shift rotation. Where this is not possible due to the nature of the injury or rehabilitation, alternative duties will be offered. This sub-clause shall not diminish the requirements or obligations of either the Employer or the employee that exist under the State “WorkCover” Legislation.

4.5.2 Non work-related injury or illness

Given the physical nature of the Fire and Rescue Service, it could be expected that an employee may be unable to meet the job requirement due to a non-work related injury or medical condition that is not of a permanent nature. Under this circumstance, the employee may be required to take sick leave, or voluntarily be used in the Fire Watch Room (where applicable), or such other duties that may be more in line with the temporary injury or illness at no additional cost to the Employer. The extent to which the Employer is able to re-allocate employees to such modified duties will be dependent on appropriate availability and any shift/crew limiting factors. The Employer may request a medical clearance for modified duties from a Medical Practitioner of its choice at a cost to the Employer.

4.6 UNIFORM AND EQUIPMENT

(i) The Employer shall supply each employee, free of charge, with suitable work clothing, and uniform clothing that the Union and the Employer agree must be worn and/or used by the employee, as detailed in Appendix D. Changes to equipment and clothing will be through the consultative process.

(ii) The Employer will be responsible for the cost of replacing, repairing and/or cleaning the articles of clothing and/or equipment agreed above.

(iii) The replacement, repairs and/or cleaning of the articles of clothing and equipment will occur when reasonably required by each employee and/or when the uniform or equipment becomes so soiled or damaged that it requires cleaning, repair or replacement. The Employer shall be responsible for the commercial cleaning of Personal Protective Clothing and Equipment (PPC&E).
(iv) Employees are responsible for cleaning their own Station Wear that is not Personal Protective Clothing. For this purpose the Employer will provide suitable laundering facilities at each station for use by the employees.

(v) At each site a pool of clean and sanitised PPC&E shall be maintained for immediate use to provide a change of PPC&E in the event of contamination of issued PPC&E

(vi) This used PPC&E is not intended for long term use by any individual and only those items of used PPC&E that have been deemed acceptable by the Station Officer and the elected OH&S Representative will be placed in the pool.

(vii) Two clean and sanitised PPC&E kit bags shall be provided at each Fire Station for use by Firefighters attending for duty away from their home station.

(viii) A pool of new PPC&E will be held at a central store to provide for new employees and emergencies.

(ix) The Employer will facilitate the participation of agreed representatives on the National PPC and Station Wear Advisory Committee. The purpose of the Committee is to review and make recommendations on the:
   - provision,
   - type,
   - style, and
   - timeframe for the distribution.

(c) The recommendation(s) of the National PPC and Station Wear Advisory Committee to be referred to the Employer’s Fire and Rescue Consultative Committee.

4.7 ALLOWANCES

All allowances under this clause shall increase by the same percentage, and date of effect, as increases in the wage for a Qualified Firefighter. Allowances are summarised in Appendix E – Table of Allowances.

With the exception of the fuel allowance which will be subject to movement of Award variations.

4.7.1 Meal Allowances

(i) An employee entitled to a meal allowance shall receive an amount of $13.40.

(vi) When recalled for duty, an employee shall be paid a meal allowance on the following basis:

   (a) On day duty - two (2) meal allowances if work commences before 1000 hours and continues for more than 2 hours; one (1) meal allowance if work commences after 1000 hours and continues for more than three (3) hours;

   (b) On night duty - one (1) meal allowance if work commences before 2000 hours and continues for more than two (2) hours.
(iii) An employee retained on duty shall receive a meal allowance unless the period of retention exceeds four (4) hours when the employee shall receive a further meal allowance and continue to receive a meal allowance at the end of each additional two (2) hour period worked.

(iv) Where overtime is worked for more than two (2) hours before or after a rostered shift a meal allowance for each meal shall be paid.

(v) Where an employee’s normal meal break is delayed for a period exceeding 30 minutes without two (2) hours prior notice the employee shall be paid a meal allowance.

(vi) Where an employee is required to work on a fire call or watching duty for three (3) hours or more which includes a period of a normal meal break a meal allowance shall be paid.

4.7.1 (a) Spolit Meal Allowance

An employee whose meal is interrupted because of response to an emergency call shall receive an allowance $14.98. The Parties agree to review this allowance after a trial period of six (6) months from approval of this Agreement.

4.7.2 Travelling Allowances and Expenses

(i) When an employee is required to work away from their appointed station, they shall be provided with an Employer supplied vehicle or use private transport.

(ii) An employee who by agreement with the employer uses their own motor vehicle on the Employer’s business shall be entitled to receive an allowance 74 cents per kilometre travelled.

(iii) An employee who by agreement with the employer uses their own motor vehicle on the Employer’s business to travel between the Fire Stations shall be entitled to receive an allowance of 78 cents per kilometre as per the following schedule of distances:

<table>
<thead>
<tr>
<th>Location</th>
<th>HMAS Cerberus</th>
<th>Puckapunyal Military Area</th>
<th>RAAF Base East Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>HMAS Cerberus</td>
<td>-</td>
<td>200 km</td>
<td>220 km</td>
</tr>
<tr>
<td>Puckapunyal Military Area</td>
<td>200 km</td>
<td>-</td>
<td>335 km</td>
</tr>
<tr>
<td>RAAF Base East Sale</td>
<td>220 km</td>
<td>335 km</td>
<td>-</td>
</tr>
<tr>
<td>Bandiana</td>
<td>405 km</td>
<td>225 km</td>
<td>560 km</td>
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</tbody>
</table>

(iv) The Employer will reimburse any reasonable out of pocket expense, including road
tolls, incurred relating to the use of the vehicle by an employee when using either their own vehicle, or an Employer vehicle, on an Employer related matter. Any grievance in relation to this matter shall be progressed through the Dispute Resolution Procedure.

4.7.3 Qualification Allowances

As at the date of variation of this Agreement, an eligible, current employee will be entitled to the following:

(i) A holder of an Institute of Fire Engineers (IFE) Graduate Certificate or a Certificate of Fire Technology shall receive $11.82 per week.

(ii) A holder of IFE Graduate Certificate and a Certificate of Fire Technology shall receive $18.25 per week.

(iii) A holder of IFE Membership and Graduate Certificate shall receive $22.63 per week.

(iv) This provision shall not apply to employees commencing employment with the Employer after 1 October 2009.

4.7.4 Driving Licence Fee Reimbursement

Employees who are required, as part of their duties, to drive the Employer’s vehicle/s shall be reimbursed pro rata, for the period of the Employer’s contract with the Department of Defence, for fees pertaining to the renewal of endorsed driving licences required.

This provision does not apply to employees who commenced employment with the Employer after 1 October 2009.

4.7.5 First Aid Allowance

A holder of a current recognised First Aid Certificate shall receive $14.30 per week.

4.7.6 Watchroom Allowance

Operational Fire-fighters required to perform watch-room duty at a Station where Watchrooms are manned continuously shall receive an additional 65c cents per hour.

4.7.7 Attendance at Training Facilities - Allowances and Expenses

(i) The Employer shall pay overtime at the appropriate rate for all reasonable travelling time outside the hours of 0800 hours to 1800 hours to or from the training facility.

(ii) Skills maintenance training time in excess of a total of ten hours in any one (1) day or 38 hours in any one (1) weekly tour of duty or week as the case may be (which shall not exceed five (5) days) shall be paid overtime at the appropriate rate prescribed in clause 6.5.
(iii) Where an employee is required to attend training they shall be provided with a vehicle, or where by agreement the employee uses their own vehicle he or she shall be paid the distance travelled between his or her usual place of employment or home address whichever is the lesser in accordance with clause 4.7.2 (ii).

(iv) An employee required to attend a training facility which requires, him or her to stay away from home will be reimbursed the full cost of board and lodging. This provision shall not apply where the Employer provides full board and lodging.

(v) All time attending training related to skills enhancement (distinct from skills maintenance) shall be paid at ordinary time rates.

4.7.9 **Range Incident Allowance**

A Firefighter who responds to a Range incident within the Puckapunyal Military Area shall be entitled to an allowance of $86.26 per incident.

4.7.10 **Aviation Qualification Allowance**

A Firefighter employed at the RAAF Base East Sale who holds relevant aviation qualifications and is required to respond to an incident shall be paid $20.00 per week payable for all purposes. To avoid ambiguity this allowance does not apply to a dedicated Firefighter 1/Watch Room Operator as defined in clause 1.7.

4.7.11 **Deployment payments**

(i) A “deployment” is defined as any work conducted away from an employee's home station which requires an employee to spend a minimum of two nights away from their home station at another station or location (Deployment).

(ii) The Employer will seek volunteers to fill the necessary positions of Deployments. A fair system of rotation will be developed so that all appropriately qualified and current employees have the opportunity to volunteer for Deployments, and so that the Employer can meet its contractual obligations.

(iii) Employees will be required to work the roster of the visiting station or a roster to meet the requirements of the Deployment as determined by the Employer whilst on Deployment.

(iv) Employees will be paid for all hours worked whilst on Deployment including time taken to travel from their home station to and from the Deployment to a maximum of 10 hours per day. Travel time will be calculated from the home station to the overnight accommodation where an employee is required to stay overnight in transit to and from a Deployment.

(v) If whilst on Deployment, an employee works beyond 336 hours in their 8 week
roster cycle, they will be paid overtime paid at the rate of double time calculated to the nearest quarter of an hour. When calculating overtime the rate will be based on 90.48% of the pay prescribed for the employee’s classification. Whilst an employee is on Deployment, clause 6.5 will not apply

(vi) If whilst on Deployment, an employee’s hours within their 8 week roster cycle are less than 336, the Employer will pay the employee as if they worked 336 hours during that roster cycle.

(vii) Employees will be paid a deployment allowance of $230 per day inclusive of meals and incidentals (Deployment Allowance).

(viii) Employees who are required to be on call during the Deployment will be paid an on-call allowance of $30.00 per day (in addition to the Deployment Allowance).

(ix) Payments for Deployments will be calculated and paid after the completion of the Deployment on a one off payment basis.

PART 5 HOURS OF WORK

5.1 ORDINARY HOURS OF WORK

The ordinary hours of work for employees shall be 38 hours per week.

5.1.1 Average Weekly Hours

Employees shall be rostered and worked an average of 42 hours per week over an eight (8) week cycle. Two (2) of these hours shall be paid for as overtime and two (2) shall be taken as accrued Annual Leave.

5.2 ROSTER OF HOURS

5.2.2 10/14 Roster System Employees

Rosters at each of the Fire Stations shall be based on the 10/14 roster system detailed below.

If Dept of Defence requires the Employer to operate a different arrangement the parties shall consult and seek to reach agreement on a different model.

Where agreement cannot be reached the dispute resolution process set out in clause 2.2 shall be used to determine the matter.

The roster of hours for an employee working a 10/14 Roster System shall be as
follows save for variations, as determined between the parties, to meet the specific aircraft flying arrangements at the relevant air force bases:

**Shifts**

**D (Day)**

HMAS Cerberus, PMA and Bandiana: 0800 hours to 1800 hours

RAAF Base East Sale: 0700 hours to 1700 hours

**N (Night)**

HMAS Cerberus, ,PMA and Bandiana: 1800 hours to 0800 hours.

RAAF Base East Sale: 1700 hours to 0700 hours

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<td>A Shift</td>
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<td>B Shift</td>
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5.2.3 **Roster at RAAF Base, East Sale (Category 5)**

Firefighters at RAAF Base East Sale, will in addition to the roster prescribed in 5.2.2, provide adequate fire cover during flying hours, incorporating early and late shifts, in line with the following hours.

(i) **Early Shift:**

Monday to Friday 0700 hours – 1500 hours

(ii) **Late Shift:**

Monday to Thursday: 1500 hours – 2200 hours

**Note:** that during daylight savings, flying time (and subsequently late shift) may continue up until 0000hrs.

5.2.4 **Rosters Generally**

The following general conditions shall apply:

(i) Subject to the recommendation of the Station Officer and the Regional Manager, with the approval of the National Operations Manager, the roster, when once compiled, shall not be departed from except to meet an emergency
due to sickness or other unexpected or unavoidable cause.

(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 shift shall crew the appliances, and if required, proceed to the fire, and the off-going shift shall remain on duty if required until the other shift returns or until otherwise directed when it shall be dismissed.

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

(iv) If one or more members of the on-coming shift are absent, an equal number of members in the shift on duty may be retained on duty until relieved. Where a replacement Firefighter is not available from within the station, the day shift Station Officer or Senior Station Officer may make up the shortfall on the crew for the balance of the shift until a replacement Firefighter becomes available. Where the absence is for an anticipated duration of more than one (1) shift and a replacement Firefighter is not available from within the station a replacement Firefighter shall be sourced from another station. Nothing herein contained is to be deemed to sanction an unauthorised absence or to relieve the absent member from a liability to be charged with being absent without leave and dealt with accordingly.

(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, 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 Station Officer or Senior Station Officer.

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

(i) The Employer shall provide at each station/location such amenities as agreed between the Union and Employer to provide for the preparation and consumption of meals, refreshments, recreation, rest and recline.

(ii) To enable comfortable sleep during rest and recline, sufficient beds, mattresses, their covers and pillows shall be supplied to accommodate the number of employees on night shift at each station.
(iii) A notice board will be provided in each workplace.

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

(v) Facilities for preparing hot drinks shall be provided for all employees on duty outside the station.

(vii) Refreshments will be provided for employees on fire and salvage duty for three (3) hours or more for which a break of 30 minutes shall be allowed.

(viii) The Employer will provide appropriate facilities, as agreed between the parties upon the employment of a female Firefighter.

(ix) The Employer will provide sufficient equipment or access to appropriate facilities on-site and time for on-duty employees to undertake physical fitness training at the relevant fire station.

(x) The Employer will adhere to the Consultative Process for the design and specifications of fire stations, appliances and equipment to be used in any new station built after the date of certification of this agreement. Deployment of staff to a particular new station shall not occur until infrastructure, furnishings, fittings and all deployment principles and matters have been agreed to in respect of that station.

(xi) A refrigerated water cooler shall be provided at each Fire station.

(xii) New or replacement Gym equipment to the value of $1500.00 per annum (or one amount of $4,500 over the life-time of this agreement) per station shall be provided during the life of this agreement. Each Fire station consultative committee shall determine the type of equipment required and will be responsible for forwarding their request to the Regional Manager.

6.2 REST AND RECLINE

Employees on night duty shall be permitted between the hours of 11pm and 7am, or 10pm to 6am at RAAF Base East Sale, to recline and sleep whenever there is no work to be done.

Work for this clause only means responding to fire related calls or operational airfield tasks. For the avoidance of doubt, it does not include activities such as training and skills maintenance.

6.3 MEAL BREAKS

(i) Employees shall be allowed a one (1) hour paid meal break during each shift and shall remain on duty

(ii) Subject to operational requirements, meal breaks will be taken at regular times and will be commenced within five (5) hours of commencing duty.
(iii) An employee working overtime shall be allowed a paid rest period of 20 minutes after each four (4) hours worked if the employee continues to work after the rest break.

(iv) Employees performing fire duty continuously for a period of three (3) hours or more are entitled to a 30 minute break.

6.4 SHOWER AND CHANGING TIME

When an employee is involved on a duty which requires a shower and change 15 minutes shall be allowed for this purpose.

6.5 OVERTIME

(i) All times worked by an employee in excess of the day’s rostered shift or for more than four (4) shifts in any one (1) week shall be paid for at the rate of double time calculated to the nearest quarter of an hour.

When calculating overtime the rate will be based on 90.48% of the pay prescribed for the employee’s classification.

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

6.5.1 Recall

(I) An employee off-duty, who is recalled for a period of duty that is not before and continuous with the normal commencement of the rostered shift, shall be paid a minimum of four (4) hours at double time, provided that if the work to be done is completed within four (4) hours the employee need not stay for the full four (4) hours.

(ii) An employee off-duty, who is recalled for a period of duty that is before and continuous with the normal commencement of the rostered shift shall be paid at the rate of double time from the commencement of the duty up to the normal commencement time of the rostered shift.

(iii) An employee recalled for a period of duty

a. that is before and continuous with the normal commencement of the rostered shift and who has been given at least 24 hours” notice shall also be paid recall allowance of $50.00 in addition to the entitlements of Para (i) or Para (ii) as appropriate

b. that is not before and continuous with the normal commencement of the rostered shift and who has been given at least 24 hours” notice shall in addition be paid a recall allowance of $75.00 to the entitlements of Para (i) or Para (ii) as appropriate
(iv) An employee recalled for a period of duty who has received less than 24 hours’ notice for a recall and is not before and continuous with the normal commencement of the rostered shift shall be paid travelling time from home to work and return at ordinary rates, except on Sundays and Public Holidays when the rate of time and one half will apply, and a payment of 74 cents per kilometre, or part thereof, shall be made in respect of the distance travelled from home to work and return up to a maximum of 100kms per trip each way.

(v) An employee recalled for a period of duty who has received less than 24 hours’ notice for a recall that is before and continuous with the normal commencement of the rostered shift shall be paid travelling time from home to work only at ordinary rates, except on Sundays and Public Holidays when the rate of time and one half will apply, and a payment of 74 cents per kilometre, or part thereof, shall be made in respect of the distance travelled from home to work up to a maximum of 100kms per trip.

6.5.2 Late notice cancellation of rostered overtime

Where rostered overtime is cancelled by the Employer with less than 12 hours’ notice the employee shall be entitled to 4 hours of normal pay.

6.5.3 Retention

(i) 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 (4) hours at double time, provided that if the work to be done is completed within four (4) hours the employee need not stay for the full four (4) hours.

Periods of less than 60 minutes are regarded as normal overtime and paid in accordance with 6.5.

(ii) An employee retained on duty after a night shift shall be entitled to eight (8) consecutive hours off duty without loss of pay for ordinary working time.

6.6 FATIGUE MANAGEMENT – TRAVEL ASSISTANCE

(i) Where an employee and/or his or her Supervisor, in consultation with the management representative consider it is not safe for the employee to drive after having finished working, the Employer will:

   (i) Pay for the cost of a taxi or alternate reasonable transport home (or to any other reasonable location) for the employee when his or her period of duty concludes; and

   (ii) Pay for the cost of a taxi or alternate reasonable transport for the employee to return to work (or to any other reasonable location) to retrieve any vehicle.

6.7 ABSENCE AND FATIGUE REDUCTION PROGRAM(S)

6.7.1 The Union and the employees will cooperate with the Employer in developing an
absence reduction and fatigue reduction program(s) through the Defence Base Services VIC Fire and Rescue Consultative Committee.

PART 7 TYPES OF LEAVE

7.1 PERSONAL LEAVE

7.1.1 Definitions

(i) The entitlement to Carer’s or Bereavement Leave is subject to the person in respect of whom the leave is taken being either:

(a) a member of the employee’s immediate family; or

(b) a member of the employee’s household.

(ii) The term immediate family includes:

(a) spouse Including a former spouse, a de-facto spouse and a former de-facto spouse of the employee. A de-facto spouse means a person, as defined in section 12 of the Fair Work Act 2009, who lives with the employee as his or her husband or wife on a bona-fide domestic basis; and

(b) child or an adult child (including an adopted child, a step-child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

7.2 SICK LEAVE

7.2.1 Definition

Sick leave is leave to which an employee is entitled without loss of pay because of his or her personal illness or injury.

7.2.2 Entitlement

The amount of personal leave an employee may take as sick leave depends on how long he or she has worked for the Employer and accrues at 15 shifts per annum credited on 1 January each year.

In the first year of employment the employee’s pro-rata entitlement to the next 1 January will be calculated on the basis of 1.25 days per completed month and credited to the employee’s sick leave entitlement from the day of commencement.

(a) An employee who is absent due to personal illness or injury for only part of a shift, shall have the following amounts deducted from his or her sick leave:

(i) Up to ¼ of a shift absent No deduction

(ii) Between ¼ and ¾ of a shift absent ½ shift deducted
An employee who attends a Registered Dentist, Physiotherapist, Chiropractor, Osteopath, Optometrist, or a Psychologist may be granted out of their sick leave entitlement leave of absence for a period not exceeding one (1) week in aggregate (in respect of each Practitioner) in any 12 month period, provided they furnish the Employer with a satisfactory certificate from such Practitioner.

7.2.3 Employee Must Give Notice

(a) Before taking sick leave, an employee must give notice as soon as practicable before his or her next rostered starting time, unless he or she has a good reason for not doing so.

(b) The notice must include, the nature of the injury or illness (if known); and how long the employee expects to be away from work.

(c) If it is not practicable for the employee to give prior notice of absence, the employee must notify the Employer by telephone at the first opportunity.

7.2.4 Evidence Supporting Claim

An employee shall prove to the reasonable satisfaction of the Employer that he or she was unable, on account of such illness or injury, to attend for duty on the shifts or days for which sick leave is claimed, provided that the employee shall not be entitled to more than five (5) days sick leave in any one (1) year without a Medical Certificate.

7.2.5 The Effect of Workers’ Compensation

If an employee is receiving workers” compensation payments, he or she is not entitled to sick leave.

7.3 PARENTAL LEAVE

Subject to the Australian Fair Work Act - National Employment Standards Parental Leave and Related Entitlements provisions as outlined in Appendix B employees are entitled to Maternity, Paternity and Adoption Leave, and to work part-time in connection with the birth or adoption of a child.

7.4 CARER’S LEAVE

7.4.1 Paid Leave Entitlement

An employee is entitled to use unused sick leave to care for members of his or her immediate family or household who are sick and require care and support.

This entitlement is subject to the employee being responsible for the care and support of the person concerned.

In normal circumstances an employee is not entitled to take Carer’s Leave where another person has taken leave to care for the same person.
7.4.2 Notice Required

(a) Before taking Carer’s Leave, an employee must give notice as soon as practicable before his or her next rostered starting time, unless he or she has a good reason for not doing so.

(b) The notice must include the name of the person requiring care and support and his or her relationship to

(i) the employee;

(ii) the reasons for taking such leave; and

(iii) the estimated length of absence.

(c) If it is not practicable for the employee to give prior notice of absence, the employee must notify the Employer by telephone at the first opportunity.

7.4.3 Evidence Supporting Claim

The employee must, if required by the Employer, establish by production of a Medical Certificate or Statutory Declaration, the illness of the person concerned and that the illness is such as to require care by another.

7.4.4 Unpaid Leave

An employee may take unpaid Carer’s Leave by agreement with the Employer.

7.5 BEREAVEMENT LEAVE

An employee is entitled to use up to three (3) shifts paid Bereavement Leave on any occasion on which a member of the employee’s immediate family or household in Australia dies or outside of Australia if the employee attends the funeral. Additional Bereavement Leave shall be negotiated between the Employer and the employee should the employee travel outside of Australia to attend the funeral.

7.6 PRESSING NECESSITY LEAVE

(i) Leave of absence of up to four (4) shifts on full pay shall be granted to any employee where unusual or special circumstances apply or on account of the serious illness of his or her spouse, child, father, mother, brother, sister or grandparent, or his or her spouse’s father, mother, brother, sister, grandparents, or in any other case where in the opinion of the Employer special circumstances exist.

(ii) Where in circumstances or in respect of a period not provided for in subclause 7.3(i) the Employer is satisfied that on account of pressing necessity leave should be granted to an employee the Employer may grant such leave as the Employer considers appropriate and on such terms and conditions as the Employer sees fit.

(iii) The Employer has the right to request that evidence be provided to support
applications for leave in accordance with this clause.

7.7 ANNUAL LEAVE

7.7.1 (i) An employee shall be entitled to 65.06 days Annual Leave per year.

(ii) The above leave comprises five (5) weeks Annual Leave, leave in lieu of public holidays, and accrued leave in lieu of two (2) hours duty rostered each week.

7.7.2 10/14 Roster System Employees

10/14 Roster System employees shall take their leave in periods of 28 days within alternating periods of 20 weeks and 24 weeks.

7.7.4 General Conditions

(i) Annual Leave is to be calculated on a pro rata basis for any period of employment which is less than 12 months.

(ii) An employee who becomes entitled to take Sick or Bereavement Leave during a period of Annual Leave will be re-credited leave for the duration of such personal leave, subject to furnishing a Doctor’s Certificate or such other evidence as is acceptable to the Employer.

(iii) When an employee leaves or is dismissed the employee must be paid all leave entitlements including a proportionate amount for the period since the employee commenced work or last qualified for leave.

The pro-rata payment is calculated on the basis of 21.672 per cent of the ordinary wage payments received by them during the period.

All other Firefighter employees’ pro-rata payment is calculated on the basis of .385 days for each 38 ordinary hours worked.

(i) Annual leave swaps are permitted at a station level within a platoon and are to be managed by the Station Officer in consultation with the Defence Base Services Site Manager of the work location provided that an employee shall not work more than 30 weeks without having a period of annual leave. No request shall be unreasonably withheld.

(ii) Days in lieu given by the Employer for working during an annual leave period will, by mutual agreement, be attached to the end of the annual leave period or to the start of the following annual leave period.

7.8 JURY SERVICE

(i) 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 in respect of his or her attendance for such Jury Service and the amount of wage he or she would have received in
respect of the ordinary time he or she would have worked had he or she not been on Jury Service.

(ii) An employee shall notify his or her Employer as soon as possible of the date upon which he or she is required to attend for any service. Further the employee shall give his or her Employer proof of his or her attendance, the duration of such attendance and the amount received in respect of such Jury Service.

7.9 DEFENCE FORCES LEAVE

Defence Forces leave shall apply as per the requirements of the Defence Reserve Service (Protection) Act 2001.

7.10 INDUSTRIAL DISPUTE RESOLUTION TRAINING LEAVE

(i) A workplace representative who has been nominated by the United Firefighters’ Union of Australia to attend a workplace related training course shall be granted leave of absence on full pay for up to five (5) days in any one (1) calendar year.

(ii) Provided that leave of absence on full pay in excess of five (5) days and up to 10 days may be granted in any one (1) calendar year subject to the total leave granted in that year and in the subsequent year not exceeding 10 days.

(iii) At all times this leave, including any related additional leave, is subject to shift staffing requirements being met by alternate available means and determined on this basis.

(iv) Release will be subject to relevant course detail, shift staffing requirements, and at least a minimum of two (2) working days notification being provided.

7.11 STUDY LEAVE

(i) Study leave with pay shall be approved for employees undertaking courses of study approved by the Employer.

(ii) The Employer shall grant an employee leave with pay for preparation and attendance and travel necessary for any examination or presentation ceremony associated with an approved course of study.

(iii) At all times this leave is subject to shift staffing requirements being met by alternate available means and determined on this basis.

7.12 LONG SERVICE LEAVE

(i) Consistent with the entitlements of the Employer’s Firefighter employees and other Firefighters, employees covered by this Agreement will be entitled to Long Service Leave in accordance with the following:
(a) Every employee who has had 10 years’ service with the Employer will be entitled to three (3) months Long Service Leave with pay in respect of that period of 10 years’ service and one and a half ($1\frac{1}{2}$) months Long Service Leave with pay in respect of each additional period of five (5) completed years of service.

(b) **Entitlement if employment ceases after five (5) years’ service**

If an employee’s employment with the Employer is ended because the Employer’s current contract, or its renewal with the Department of Defence ceases or is amended, and the employee has completed at least five (5), but less than 10 years of continuous employment with the Employer, the employee shall be entitled to an amount of Long Service Leave equal to $\frac{1}{40}$th of the period of his or her continuous employment.

**PART 8 TRAINING AND SKILLS DEVELOPMENT**

**8.1 SKILLS DEVELOPMENT AND TRAINING**

The parties acknowledge that managing technological change is a significant operational challenge. New technology is a key to future safety and efficiency.

To achieve this end the Employer will provide employees with appropriate training such that they are able to optimise their effectiveness in achieving the requirements of their position and the objectives of the Employer.

Employees may wish to undertake further training and development outside the boundaries of the Public Safety Training Package Competencies (PSTPC) framework to enhance the performance of both the individual and the Employer.

The Employer commits to upgrading, subject to approval from Department of Defence, the existing facilities at both Puckapunyal and East Sale for Hot Fire Training in consultation as per clause 2.1.1., or, where access to such a facility is not available, off-site hot fire training will occur at a nominated external hot fire training facility mutually agreed upon.

**8.2 AUSTRALIAN FIRE COMPETENCY TRAINING**

The Employer will, upon translation to the PSTPC from the Australian Fire Competencies, provide the Employer’s employees with consistent and relevant workplace training. This translation will take effect as required by legislation.

Employees will be required to carry out their duties in accordance with their skills, competencies and training. They will not be required to carry out duties for which a relevant competency or skill is required and which is not held by the employee.

Training will be delivered and/or accredited by:

- A Registered Training Organisation
- Approved Training Ground
- Any other approved training locations

8.3 FIRST AID TRAINING/QUALIFICATIONS

(i) All employees are required to hold a current Level 2 – First Aid Certificate (inclusive of Oxy Viva for Cerberus only), or an equivalent qualification.

All First Aid training will be conducted during working hours.

(ii) The Employer shall pay all costs associated with the maintenance of First Aid certification.

PART 9 OTHER MATTERS


In conjunction with the personnel, normally employed in management and storage of hazardous waste in the Store Facility 248 at the RAAF Base East Sale, Fire and Rescue personnel shall, within the Occupational Health and Safety Guidelines and in conjunction with the employee Occupational Health and Safety Representative, assist with receiving, logging-in, storage and manifesting of hazardous goods Classes 2 – 9 into the disposal holding location subject to prior consultation with the Site Fire and Rescue Service Consultative Committee.

Salary sacrifice

Employees may access the novated lease provisions of the motor vehicle policy.
PART 10  SIGNATORIES

Signed for and on behalf of:

The Employer

Name: 2ev Costi

Signature: 2ev Costi

Date: 19-11-2015

Explanation of this person's authority to sign this agreement: Employee Relations Manager for the Employer

United Firefighters' Union of Australia (a bargaining representative for the employees)

Name: Peter Pardelli

Signature: P.Pardelli

Date: 18 November

Explanation of this person's authority to sign this agreement (eg position title or employee representative or bargaining agent): UFU Victorian Branch Secretary
APPENDIX A

TRAINING MATRIX

Transfield Services
Public Safety Training Package
Certificate II Public Safety PUA20701
(Fire fighting & Emergency Operations)

Firefighter Level 1 (Entry Level)

- PUAFIR201B Prevent injury
- PUAFIR203B Respond to urban fire
- PUAFIR207B Operate breathing apparatus open circuit
- PUAQEQ001B Prepare, maintain and test response equipment
- PUAOPE002B Operate communications systems and equipment
- PUATEA001B Work in a team
- PUAOEM001B Provide emergency care
- * PUASAR002B Undertake road accident rescue
- PUAFIR204B Respond to wildfire
- * PUAFIR205B Respond to aviation incident (Specialist) (East Sale only)
- * PUAFIR206B Check installed fire safety systems
- * PUAFIR208B Participate in community safety activities
- * PUAFIR209B Work safely around aircraft
- PUACOM001C Communicate in the workplace
- * PUACOM002B Provide services to client
- * PUALAW001B Protect and preserve incident scene
- * PUASAR008B Search as a member of a land search team
- PUATEA004D Work effectively in a public safety organisation
- PUAFIR202B Respond to isolated remote structure fire
- PUAOHS001C Follow defined occupational health & safety policies and procedures

Cert’ 3 Modules required for Firefighter Level 2 (Entry level).

- PUAFIR309B Operate pumps
- PUAVEH001B Drive vehicles under operational conditions
- PUAMEQ002C Manage injuries at emergency incidents
- PUAOHS002B Maintain safety at an incident site
- PUATEA002B Work autonomously
- PUAMEQ003C Administer oxygen in an emergency situation

Fire fighter Level 1 (Entry level) required units
* To be completed prior to progressing to Firefighter Level 2
** To be completed prior to progressing to Firefighter Level 3

Site Specific requirements. All Aviation Units must be held for RAAF Base East sale.
Transfield Services
Public Safety Training Package
Certificate III Public Safety PUA20701
(Fire fighting & Emergency Operations)

PUAFIR302B  Suppress urban fire
PUAFIR306B  Render hazardous materials incidents safe
PUAFIR308B  Employ personal protection at a hazardous materials incident
PUAFIR309B  Operate pumps
PUAVEH001B  Drive vehicles under operational conditions
PUAEME302C  Manage injuries at emergency incident
PUAHS002B  Maintain safety at an incident site
PUATEA002  Work autonomously
PUAEME003C  Administer oxygen in an emergency situation
* PUAFIR301B  Undertake community safety activities
PUAFIR305B  Respond to aviation incidents (general) (PMA & HMAS Cerberus only)
* PUAFIR306A  Render hazardous material incident safe
* PUAFIR307B  Monitor hazardous atmospheres
PUAFIR313B  Operate aviation support equipment
** PUAFIR314B  Utilise installed fire safety systems
* PUACOM005B  Foster a positive organisation image in the community
PUAEMO006B  Plan and conduct a public awareness program
PUALAW0002B  Conduct initial investigation at incident scene
* PUAOPE003B  Navigate in urban and rural environments
PUASAR002B  Undertake road accident rescue
* PUAFIR303B  Suppress wildfire
TAADEL301C  Provide training through instruction and demonstration of work skills
* FPICOT223A  Operate 4 X 4 Vehicles

Fire fighter Level 1 (Entry level) required units
* To be completed prior to progressing to Firefighter Level 2
** To be completed prior to progressing to Firefighter Level 3

Qualified Fire fighter required units (Incorporating fire fighter levels 2&3)

Leading Fire fighter required units

Site Specific requirements. All Aviation Units must be held for RAAF Base East sale.
Transfield Services  
Public Safety Training Package 
Certificate IV Public Safety  PUA40301  
(Fire fighting & Emergency Supervision)

<table>
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<tr>
<th>Code</th>
<th>Description</th>
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<tr>
<td>PUAOPE001A</td>
<td>Supervise Response</td>
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<td>PUAOPE004A</td>
<td>Conduct briefings/debriefings</td>
</tr>
<tr>
<td>PUATEA003A</td>
<td>Lead, manage and develop teams</td>
</tr>
<tr>
<td>PUAFIR401A</td>
<td>Obtain incident intelligence</td>
</tr>
<tr>
<td>PUAFIR402A</td>
<td>Supervise specialist response to aviation incidents</td>
</tr>
<tr>
<td>PUAFIR403A</td>
<td>Assess building plans</td>
</tr>
<tr>
<td>PUAFIR404A</td>
<td>Inspect dangerous goods facilities</td>
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<tr>
<td>PUAFIR405A</td>
<td>Collect, analyse and provide regulatory information</td>
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<td>PUAFIR406A</td>
<td>Develop prescribed burning plans</td>
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<td>PUAFIR407A</td>
<td>Conduct prescribed burning</td>
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<td>BSXFMI402A</td>
<td>Provide leadership in the workplace</td>
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<td>PUACOM011A</td>
<td>Develop community awareness networks</td>
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<tr>
<td>PUAMAN002A</td>
<td>Administer workgroup resources</td>
</tr>
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<td>TAA04</td>
<td>Training and assessment training package</td>
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**Qualified Fire fighter required units (Incorporating Firefighter Levels 2&3)**

**Leading Fire fighter required units**

**Station Officer required units**

**Senior Station Officer required units**
Transfield Services
Public Safety Training Package
Diploma of Public Safety  PUA50501
(Fire fighting Management)

PUAOHS003A  Implement and monitor the organisations occupational health and safety policies, procedures and programs
BSXFM1506A  Manage workplace information
PUAFIR509A  Implement prevention strategies
PUAOPE005A  Manage multi-team response
PUAOPE007A  Command agency personnel within a multi-agency emergency response
PUAPRO001A  Promote a learning environment in the workplace
PUACOM007A  Liaise with other organisations
PUAFIR502A  Develop incident control strategies
PUAFIR501A  Conduct fire investigation and analysis activities
PUAFIR503A  Co-ordinate human resource management activities
PUAFIR504A  Assist with formulation and implementation of plans and policies
PUAFIR505A  Administer cost centre financial resources
PUAFIR506A  Conduct assessment of a building's performance based design
PUAFIR507A  Inspect building fire safety systems
PUAFIR508A  Assess and evaluate a facility's fire/incident safety management systems in Hazardous materials
PUAFIR510A  Inspect for legislative requirements
BSXFMI407A  Manage quality customer service
PUACOM008A  Develop and organise public safety education programs
PUACOM009A  Manage media requirements at major incidents
PUAEPR002A  Identify, analyse and evaluate risk
PUAMAN004A  Manage procurement
PUAMAN005A  Manage projects
PUAMAN008A  Manage physical resources
TAEASS502B  Design and develop assessment tools

Station Officer required units
Senior Station Officer required units
1. Introduction

TRAINING MATRIX

Parties agree to review the matrix provided in this appendix, all changes must be agreed between the parties.

No employee is to be disadvantaged due the introduction of the matrix or a change to the name of any Public Safety unit contained in it.

1 OVERVIEW

This Training Matrix, has been developed to document the Employer’s Defence Base Services Contract transition to the relevant fire industry competency standards in the Public Safety Training Package (PSTP).

The key outcomes of the alignment have included:

- A transition from the National Fire Industry Modular Training Framework (AFC’s) to the PSTP.
- An agreed Emergency Response Training Framework that reflects industry standards.
- Comprehensive detail around competency requirements expected of each rank level within the Defence Base Fire and Rescue Service together with the required training pathways required for the career.
- The provision of qualification pathways that assist the Employer’s Defence Base Fire and Rescue Service staff to achieve qualifications in accordance within the PSTP.

2. The Fire and Rescue Service Training Matrix

This Transfield Services Defence Base Fire and Rescue Service Training Matrix is based upon the Public Safety Training Package (PSTP) Fire Sector Qualifications and represented in the following:

PUA20613 Certificate II in Public Safety (Fire fighting & Emergency Operations)
PUA30613 Certificate III in Public Safety (Fire fighting & Emergency Operations)
PUA40313 Certificate IV in Public Safety (Fire fighting Supervision)
PUA50513 Diploma of Public Safety (Fire fighting Management)
3. Deeming and Skills Recognition Process

It is important that training and assessment previously required for the Employer’s Defence Base Contract Fire and Rescue Service employees is recognised as this allows training to be targeted in the appropriate areas to avoid duplication of training already provided. Credit transfer will be undertaken through the Deeming or Skills Recognition Process (SRP) where evidence is gathered and assessed by appropriate qualified and experienced personnel in an auditable manner.

The SRP will be used to recognise previous training and assessment that aligns current units.

The SRP process ensures that personnel are appropriately recognised for previous training assessment, and regular practical workplace application of these skills.

Transfield Services Defence Base Fire and Rescue Service personnel who have either undertaken training or assessment under previous arrangements will be tested equally and not disadvantaged.

Continuation Training:
A flexible delivery approach encompassing a mixture of Block Release and self-paced study supported by qualified Workplace Trainers and Assessors, at suitable venues as agreed by the Employer and the UFU.

Firefighters progress to the rank of QFF as follows:

1.8.8 Watchroom Operator Level 1 – is an employee engaged to work in the watchroom of the fire station, who has less than two (2) years’ experience in the watchroom and who holds the following 5 minimum units of training:

- PUAFIR215 Prevent Injury
- PUAOPE002B Operate Communication Systems and Equipment
- PUATEA001B Work in a Team
- PUACOM001C Communicate in the Workplace
- PUATEA002B Work Autonomously

1.8.9 Watchroom Operator Level 2 – is an employee engaged to work in the watchroom of the fire station, who has at least two years of continuous experience and who holds the 5 minimum units of training identified in sub-clause 1.8.9 above.

1.8.10 Watchroom Operator Level 3 – is an employee engaged to work in the watchroom of the fire station, who has had at least two (2) years of continuous experience and, in addition to the 5 minimum training units identified above, holds the minimum training units required for Fire-fighter 1 above.

Watchroom Operators are responsible, at their own expense, to attain any of the units of training identified in association with becoming an Operational Firefighter
A leading fire-fighter who holds Certificate IV in Public Safety and Supervise Response to Aviation Incidents will be able to operate as the AFC and shift supervisor on higher duties for a limited time.

Modules marked with an asterisk (*) are specific aviation or marine modules that are only required at nominated bases.

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 unless specifically required by the Department of Defence.

4. Recommendations:

Recommendation 1

The Employer and the UFU agree that no individual shall be disadvantaged as a result of the implementation of this Transfield Services Defence Base Services Training Matrix.

Recommendation 2

The Employer and the UFU agree to the principles outlined in this document. Any alteration or dispute arising from interpretation of these principles must be agreed using consultative mechanisms in place between the Employer and the UFU.
Subdivision A—General

67 General rule—employee must have completed at least 12 months of service

Employees other than casual employees

(1) An employee, other than a casual employee, is not entitled to leave under this Division (other than unpaid pre-adoption leave) unless the employee has, or will have, completed at least 12 months of continuous service with the employer immediately before the date that applies under subsection (3)

Casual employees

(2) A casual employee, is not entitled to leave (other than unpaid pre-adoption leave) under this Division unless:

(a) the employee is, or will be, a long term casual employee of the employer immediately before the date that applies under subsection (3); and

(b) but for:

(i) the birth or expected birth of the child; or

(ii) the placement or the expected placement of the child; or

(iii) if the employee is taking a period of unpaid parental leave that starts under subsection 71(6) or paragraph 72(3)(b) or 72(4)(b)—the taking of the leave;

the employee would have a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

Date at which employee must have completed 12 months of service

(3) For the purpose of subsections (1) and (2), the date that applies is:

(a) unless paragraph (b) or (c) applies:

(i) if the leave is birth-related leave—the date of birth, or the expected date of birth, of the child; or
(ii) if the leave is adoption-related leave—the day of placement, or the expected day of placement, of the child; or

(b) for an employee taking a period of unpaid parental leave that is to start within 12 months after the birth or placement of the child under subsection 71(6)—the date on which the employee’s period of leave is to start; or

(c) for a member of an employee couple taking a period of unpaid parental leave that is to start under paragraph 72(3)(b) or 72(4)(b) after the period of unpaid parental leave of the other member of the employee couple—the date on which the employee’s period of leave is to start.

**Meaning of birth-related leave**

(4) Birth-related leave means leave of either of the following kinds:

(a) unpaid parental leave taken in association with the birth of a child (see section 70);

(b) unpaid special maternity leave (see section 80).

**Meaning of adoption-related leave**

(5) Adoption-related leave means leave of either of the following kinds:

(a) unpaid parental leave taken in association with the placement of a child for adoption (see section 70);

(b) unpaid pre-adoption leave (see section 85).

**Meaning of day of placement**

(6) The day of placement, in relation to the adoption of a child by an employee, means the earlier of the following days:

(a) the day on which the employee first takes custody of the child for the adoption;

(b) the day on which the employee starts any travel that is reasonably necessary to take custody of the child for the adoption.

**68 General rule for adoption-related leave—child must be under 16 etc.**

An employee is not entitled to adoption-related leave unless the child that is, or is to be, placed with the employee for adoption:

(a) is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child; and

(b) has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day of placement, or the expected day of placement, of the child; and

(c) is not (otherwise than because of the adoption) a child of the employee or the employee’s spouse or de facto partner.
69 Transfer of employment situations in which employee is entitled to continue on leave etc.

(1) If:
(a) there is a transfer of employment in relation to an employee; and
(b) the employee has already started a period of leave under this Division when his or her employment with the first employer ends;

the employee is entitled to continue on that leave for the rest of that period.

(2) If:
(a) there is a transfer of employment in relation to an employee; and
(b) the employee has, in relation to the first employer, already taken a step that is required or permitted by a provision of this Division in relation to taking a period of leave;

the employee is taken to have taken the step in relation to the second employer.

Note: Steps covered by this subsection include (for example) giving the first employer notice under subsection 74(1), confirmation or advice under subsection 74(4) or evidence under subsection 74(5).

Subdivision B—Parental leave

70 Entitlement to unpaid parental leave

An employee is entitled to 12 months of unpaid parental leave if:

(a) the leave is associated with:
   (i) the birth of a child of the employee or the employee’s spouse or de facto partner; or
   (ii) the placement of a child with the employee for adoption; and

(b) the employee has or will have a responsibility for the care of the child.

Note 1: Entitlement is also affected by section 67 (which deals with length of the employee’s service) and, for adoption, section 68 (which deals with the age etc. of the adopted child).

Note 2: The 12 months is reduced by the amount of any unpaid special maternity leave the employee has taken (see subsection 80(7)).

71 The period of leave—other than for members of an employee couple who each intend to take leave
Application of this section

(1) This section applies to an employee who intends to take unpaid parental leave if:

(a) the employee is not a member of an employee couple; or

(b) the employee is a member of an employee couple, but the other member of the couple does not intend to take unpaid parental leave.

Leave must be taken in single continuous period

(2) The employee must take the leave in a single continuous period.

Note: An employee may take a form of paid leave at the same time as he or she is on unpaid parental leave (see section 79).

When birth-related leave must start

(3) If the leave is birth-related leave for a female employee who is pregnant with, or gives birth to, the child, the period of leave may start up to 6 weeks before the expected date of birth of the child, but must not start later than the date of birth of the child.

(4) If the leave is birth-related leave but subsection (3) does not apply, the period of leave must start on the date of birth of the child.

When adoption-related leave must start

(5) If the leave is adoption-related leave, the period of leave must start on the day of placement of the child.

Leave may start later for employees whose spouse or de facto partner is not an employee

(6) Despite subsections (3) to (5), the period of leave may start at any time within 12 months after the date of birth or day of placement of the child if:

(a) the employee has a spouse or de facto partner who is not an employee; and

(b) the spouse or de facto partner has a responsibility for the care of the child for the period between the date of birth or day of placement of the child and the start date of the leave.

Note: An employee whose leave starts under subsection (6) is still entitled under section 76 to request an extension of the period of leave beyond his or her available parental leave period. However, the period of leave may not be extended beyond 24 months after the date of birth or day of placement of the child (see subsection 76(7)).

72 The period of leave—members of an employee couple who each intend to take leave

Application of this section

(1) This section applies to an employee couple if each of the employees intends to take unpaid parental leave.
Leave must be taken in single continuous period

(2) Each employee must take the leave in a single continuous period.

Note: An employee may take a form of paid leave at the same time as he or she is on unpaid parental leave (see section 79).

When birth-related leave must start

(3) If the leave is birth-related leave:

(a) one employee’s period of leave must start first, in accordance with the following rules:

(i) if the member of the employee couple whose period of leave starts first is a female employee who is pregnant with, or gives birth to, the child—the period of leave may start up to 6 weeks before the expected date of birth of the child, but must not start later than the date of birth of the child;

(ii) if subparagraph (i) does not apply—the period of leave must start on the date of birth of the child; and

(b) the other employee’s period of leave must start immediately after the end of the first employee’s period of leave (or that period as extended under section 75 or 76).

When adoption-related leave must start

(4) If the leave is adoption-related leave:

(a) one employee’s period of leave must start on the day of placement of the child; and

(b) the other employee’s period of leave must start immediately after the end of the first employee’s period of leave (or that period as extended under section 75 or 76).

Limited entitlement to take concurrent leave

(5) If one of the employees takes a period (the first employee’s period of leave) of unpaid parental leave in accordance with paragraph (3)(a) or (4)(a), the other employee may take a period of unpaid parental leave (the concurrent leave) during the first employee’s period of leave, if the concurrent leave complies with the following requirements:

(a) the concurrent leave must be for a period of 3 weeks or less;

(b) unless the employer agrees as referred to in paragraph (c), the concurrent leave must not start before, and must not end more than 3 weeks after:

(i) if the leave is birth-related leave—the date of birth of the child; or

(ii) if the leave is adoption-related leave—the day of placement of the child;

(c) if the employer agrees, the concurrent leave may (subject to paragraph (a)): 
(i) start earlier than is permitted by paragraph (b); or

(ii) end up to 3 weeks later than is permitted by paragraph (b).

(6) Concurrent leave taken by an employee:

(a) is an exception to the rule that the employee must take his or her leave in a single continuous period (see subsection (2)); and

(b) is an exception to the rules about when the employee’s period of unpaid parental leave must start (see subsection (3) or (4)).

Note: The concurrent leave is unpaid parental leave and so comes out of the employee’s entitlement to 12 months of unpaid parental leave under section 70.

73 Pregnant employee may be required to take unpaid parental leave within 6 weeks before the birth

Employer may ask employee to provide a medical certificate

(1) If a pregnant employee who is entitled to unpaid parental leave (whether or not she has complied with section 74) continues to work during the 6 week period before the expected date of birth of the child, the employer may ask the employee to give the employer a medical certificate containing the following statements (as applicable):

(a) a statement of whether the employee is fit for work;

(b) if the employee is fit for work—a statement of whether it is inadvisable for the employee to continue in her present position during a stated period because of:

(i) illness, or risks, arising out of the employee’s pregnancy; or

(ii) hazards connected with the position.

Note: Personal information given to an employer under this subsection may be regulated under the Privacy Act 1988.

Employer may require employee to take unpaid parental leave

(2) The employer may require the employee to take a period of unpaid parental leave (the period of leave) as soon as practicable if:

(a) the employee does not give the employer the requested certificate within 7 days after the request; or

(b) within 7 days after the request, the employee gives the employer a medical certificate stating that the employee is not fit for work; or

(c) the following subparagraphs are satisfied:
(i) within 7 days after the request, the employee gives the employer a medical certificate stating that the employee is fit for work, but that it is inadvisable for the employee to continue in her present position for a stated period for a reason referred to in subparagraph (1)(b)(i) or (ii);

(ii) section 81 does not apply to the employee.

Note: If the medical certificate contains a statement as referred to in subparagraph (c)(i) and section 81 applies to the employee, the employee is entitled under that section to be transferred to a safe job, or to paid no safe job leave.

**When the period of leave must end**

(3) The period of leave must not end later than the earlier of the following:

(a) the end of the pregnancy;

(b) if the employee has given the employer notice of the taking of a period of leave connected with the birth of the child (whether it is unpaid parental leave or some other kind of leave)—the start date of that leave.

**Special rules about the period of leave**

(4) The period of leave:

(a) is an exception to the rule that the employee must take her unpaid parental leave in a single continuous period (see subsection 71(2) or 72(2)); and

(b) is an exception to the rules about when the employee’s period of unpaid parental leave must start (see subsections 71(3) and (6), or subsection 72(3)).

Note: The period of leave is unpaid parental leave and so comes out of the employee’s entitlement to 12 months of unpaid parental leave under section 70.

(5) The employee is not required to comply with section 74 in relation to the period of leave.

**74 Notice and evidence requirements**

**Notice**

(1) An employee must give his or her employer written notice of the taking of unpaid parental leave under section 71 or 72 by the employee.

(2) The notice must be given to the employer:

(a) at least 10 weeks before starting the leave; or

(b) if that is not practicable—as soon as practicable (which may be a time after the leave has started).

(3) The notice must specify the intended start and end dates of the leave.
**Confirmation or change of intended start and end dates**

(4) At least 4 weeks before the intended start date specified in the notice given under subsection (1), the employee must:

(a) confirm the intended start and end dates of the leave; or

(b) advise the employer of any changes to the intended start and end dates of the leave;

unless it is not practicable to do so.

**Evidence**

(5) An employee who has given his or her employer notice of the taking of unpaid parental leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person:

(a) if the leave is birth-related leave—of the date of birth, or the expected date of birth, of the child; or

(b) if the leave is adoption-related leave:

(i) of the day of placement, or the expected day of placement, of the child; and

(ii) that the child is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child.

(6) Without limiting subsection (5), an employer may require the evidence referred to in paragraph (5)(a) to be a medical certificate.

**Compliance**

(7) An employee is not entitled to take unpaid parental leave under section 71 or 72 unless the employee complies with this section.

Note: Personal information given to an employer under this section may be regulated under the Privacy Act 1988.

**75 Extending period of unpaid parental leave—extending to use more of available parental leave period**

**Application of this section**

(1) This section applies if:

(a) an employee has, in accordance with section 74, given notice of the taking of a period of unpaid parental leave (the original leave period); and

(b) the original leave period is less than the employee’s available parental leave period; and

(c) the original leave period has started.
(2) The employee’s available parental leave period is 12 months, less any periods of the following kinds:

(a) a period of concurrent leave that the employee has taken in accordance with subsection 72(5);

(b) a period of unpaid parental leave that the employee has been required to take under subsection 73(2) or 82(2);

(c) a period by which the employee’s entitlement to unpaid parental leave is reduced under paragraph 76(6)(c);

(d) a period of special maternity leave that the employee has taken.

**First extension by giving notice to employer**

(3) The employee may extend the period of unpaid parental leave by giving his or her employer written notice of the extension at least 4 weeks before the end date of the original leave period. The notice must specify the new end date for the leave.

(4) Only one extension is permitted under subsection (3).

**Further extensions by agreement with employer**

(5) If the employer agrees, the employee may further extend the period of unpaid parental leave one or more times.

**No entitlement to extension beyond available parental leave period**

(6) The employee is not entitled under this section to extend the period of unpaid parental leave beyond the employee’s available parental leave period.

**76 Extending period of unpaid parental leave—extending for up to 12 months beyond available parental leave period**

**Employee may request further period of leave**

(1) An employee who takes unpaid parental leave for his or her available parental leave period may request his or her employer to agree to an extension of unpaid parental leave for the employee for a further period of up to 12 months immediately following the end of the available parental leave period.

**Making the request**

(2) The request must be in writing, and must be given to the employer at least 4 weeks before the end of the available parental leave period.
Agreeing to the requested extension

(3) The employer must give the employee a written response to the request stating whether the employer grants or refuses the request. The response must be given as soon as practicable, and not later than 21 days, after the request is made.

(4) The employer may refuse the request only on reasonable business grounds.

(5) If the employer refuses the request, the written response under subsection (3) must include details of the reasons for the refusal.

Special rules for employee couples

(6) The following paragraphs apply in relation to a member of an employee couple extending a period of unpaid parental leave in relation to a child under this section:

(a) the request must specify any amount of unpaid parental leave and unpaid special maternity leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts;

(b) the period of the extension cannot exceed 12 months, less any period of unpaid parental leave or unpaid special maternity leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts;

(c) the amount of unpaid parental leave to which the other member of the employee couple is entitled under section 70 in relation to the child is reduced by the period of the extension.

No extension beyond 24 months after birth or placement

(7) Despite any other provision of this Division, the employee is not entitled to extend the period of unpaid parental leave beyond 24 months after the date of birth or day of placement of the child.

77 Reducing period of unpaid parental leave

If the employer agrees, an employee whose period of unpaid parental leave has started may reduce the period of unpaid parental leave he or she takes.

78 Employee who ceases to have responsibility for care of child

(1) This section applies to an employee who has taken unpaid parental leave in relation to a child if the employee ceases to have any responsibility for the care of the child.

(2) The employer may give the employee written notice requiring the employee to return to work on a specified day.

(3) The specified day:

(a) must be at least 4 weeks after the notice is given to the employee; and
(b) if the leave is birth-related leave taken by a female employee who has given birth—must not be earlier than 6 weeks after the date of birth of the child.

(4) The employee’s entitlement to unpaid parental leave in relation to the child ends immediately before the specified day.

9 Interaction with paid leave

(1) This Subdivision (except for subsections (2) and (3)) does not prevent an employee from taking any other kind of paid leave while he or she is taking unpaid parental leave. If the employee does so, the taking of that other paid leave does not break the continuity of the period of unpaid parental leave.

Note: For example, if the employee has paid annual leave available, he or she may (with the employer’s agreement) take some or all of that paid annual leave at the same time as the unpaid parental leave.

(2) An employee is not entitled to take paid personal/carer’s leave or compassionate leave while he or she is taking unpaid parental leave.

(3) An employee is not entitled to any payment under Division 8 (which deals with community service leave) in relation to activities the employee engages in while taking unpaid parental leave.

Subdivision C—Other entitlements

80 Unpaid special maternity leave

Entitlement to unpaid special maternity leave

(1) A female employee is entitled to a period of unpaid special maternity leave if she is not fit for work during that period because:

(a) she has a pregnancy-related illness; or

(b) she has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.

Note: Entitlement is also affected by section 67 (which deals with the length of the employee’s service).

Notice and evidence

(2) An employee must give her employer notice of the taking of unpaid special maternity leave by the employee.

(3) The notice:

(a) must be given to the employer as soon as practicable (which may be a time after the leave has started); and

(b) must advise the employer of the period, or expected period, of the leave.
(4) An employee who has given her employer notice of the taking of unpaid special maternity leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for a reason specified in subsection (1).

(5) Without limiting subsection (4), an employer may require the evidence referred to in that subsection to be a medical certificate.

(6) An employee is not entitled to take unpaid special maternity leave unless the employee complies with subsections (2) to (4).

Taking of special maternity leave reduces entitlement to unpaid parental leave

(7) A female employee's entitlement to 12 months of unpaid parental leave associated with the birth of a child (see section 70) is reduced by the amount of any unpaid special maternity leave taken by the employee while she was pregnant.

Note: Personal information given to an employer under this section may be regulated under the Privacy Act 1988.

81 Transfer to a safe job

Application of this section

(1) This section applies to a pregnant employee if:

(a) she is entitled to unpaid parental leave; and

(b) she has already complied with the notice and evidence requirements of section 74 for taking unpaid parental leave; and

(c) she gives her employer evidence that would satisfy a reasonable person that she is fit for work, but that it is inadvisable for her to continue in her present position during a stated period (the risk period) because of:

(i) illness, or risks, arising out of her pregnancy; or

(ii) hazards connected with that position.

Note: Personal information given to an employer under this subsection may be regulated under the Privacy Act 1988.

(2) Without limiting paragraph (1)(c), an employer may require the evidence referred to in that paragraph to be a medical certificate.

Employee entitled to appropriate safe job or paid no safe job leave during risk period

(3) If this section applies to an employee:
(a) if there is an appropriate safe job available—the employer must transfer the employee to that job for the risk period, with no other change to the employee’s terms and conditions of employment; or

(b) if there is no appropriate safe job available—the employee is entitled to take paid no safe job leave for the risk period.

(4) An appropriate safe job is a safe job that has:

(a) the same ordinary hours of work as the employee’s present position; or

(b) a different number of ordinary hours agreed to by the employee.

Payment to employee if transferred to appropriate safe job

(5) Without limiting paragraph (3)(a), if the employee is transferred to an appropriate safe job for the risk period, the employer must pay the employee for the safe job at the employee’s full rate of pay (for the position she was in before the transfer) for the hours that she works in the risk period.

Payment to employee if on paid no safe job leave

(6) If the employee takes paid no safe job leave for the risk period, the employer must pay the employee at the employee’s base rate of pay for the employee’s ordinary hours of work in the risk period.

Risk period ends if pregnancy ends

(7) If the employee’s pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.

82 Employee on paid no safe job leave may be asked to provide a further medical certificate

Employer may ask employee to provide a medical certificate

(1) If an employee is on paid no safe job leave during the 6 week period before the expected date of birth of the child, the employer may ask the employee to give the employer a medical certificate stating whether the employee is fit for work.

Note: Personal information given to an employer under this subsection may be regulated under the Privacy Act 1988.

Employer may require employee to take unpaid parental leave

(2) The employer may require the employee to take a period of unpaid parental leave (the period of leave) as soon as practicable if:

(a) the employee does not give the employer the requested certificate within 7 days after the request; or
(b) within 7 days after the request, the employee gives the employer a certificate stating that the employee is not fit for work.

**Entitlement to paid no safe job leave ends**

(3) When the period of leave starts, the employee’s entitlement to paid no safe job leave ends.

**When the period of leave must end etc.**

(4) Subsections 73(3), (4) and (5) apply to the period of leave.

**83 Consultation with employee on unpaid parental leave**

(1) If:

(a) an employee is on unpaid parental leave; and

(b) the employee’s employer makes a decision that will have a significant effect on the status, pay or location of the employee’s pre-parental leave position;

the employer must take all reasonable steps to give the employee information about, and an opportunity to discuss, the effect of the decision on that position.

(2) The employee’s pre-parental leave position is:

(a) unless paragraph (b) applies, the position the employee held before starting the unpaid parental leave; or

(b) if, before starting the unpaid parental leave, the employee:

(i) was transferred to a safe job because of her pregnancy; or

(ii) reduced her working hours due to her pregnancy;

the position the employee held immediately before that transfer or reduction.

**84 Return to work guarantee**

On ending unpaid parental leave, an employee is entitled to return to:

(a) the employee’s pre-parental leave position; or

(b) if that position no longer exists—an available position for which the employee is qualified and suited nearest in status and pay to the pre-parental leave position.

**85 Unpaid pre-adoption leave**

**Entitlement to unpaid pre-adoption leave**

(1) An employee is entitled to up to 2 days of unpaid pre-adoption leave to attend any interviews or examinations required in order to obtain approval for the employee’s adoption of a child.
Note: Entitlement is also affected by section 68 (which deals with the age etc. of the adopted child).

(2) However, an employee is not entitled to take a period of unpaid pre-adoption leave if:

(a) the employee could instead take some other form of leave; and

(b) the employer directs the employee to take that other form of leave.

(3) An employee who is entitled to a period of unpaid pre-adoption leave is entitled to take the leave as:

(a) a single continuous period of up to 2 days; or

(b) any separate periods to which the employee and the employer agree.

**Notice and evidence**

(4) An employee must give his or her employer notice of the taking of unpaid pre-adoption leave by the employee.

(5) The notice:

(a) must be given to the employer as soon as practicable (which may be a time after the leave has started); and

(b) must advise the employer of the period, or expected period, of the leave.

(6) An employee who has given his or her employer notice of the taking of unpaid pre-adoption leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken to attend an interview or examination as referred to in subsection (1).

(7) An employee is not entitled to take unpaid pre-adoption leave unless the employee complies with subsections (4) to (6).

Note: Personal information given to an employer under this section may be regulated under the Privacy Act 1988.
## APPENDIX C

### UNIFORM AND EQUIPMENT

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<td>Hat full brim – blue</td>
<td>each</td>
<td>1</td>
<td>Cotton school type</td>
</tr>
<tr>
<td>Item</td>
<td>Quantity</td>
<td>Description</td>
<td></td>
</tr>
<tr>
<td>-----------------------------------------------------</td>
<td>----------</td>
<td>--------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Long sleeve shirt – blue with embroidery TS Logo</td>
<td>each</td>
<td>D948 Poly Cotton</td>
<td></td>
</tr>
<tr>
<td>Long sleeve Cotton Polo – blue</td>
<td>each</td>
<td>D1163 – Long Sleeve</td>
<td></td>
</tr>
<tr>
<td>Short Sleeve Cotton Polo – blue</td>
<td>each</td>
<td>D1164 – Short Sleeve</td>
<td></td>
</tr>
<tr>
<td>Trousers – Chino Cargo Style</td>
<td>pair</td>
<td>Code to be advised</td>
<td></td>
</tr>
<tr>
<td>Belt - black leather</td>
<td>each</td>
<td>B101</td>
<td></td>
</tr>
<tr>
<td>Woollen jumper With epaulettes</td>
<td>each</td>
<td>Code to be advised</td>
<td></td>
</tr>
<tr>
<td>Soft Shell Navy Jacket Or Car Jacket</td>
<td>each</td>
<td>J651</td>
<td></td>
</tr>
<tr>
<td>Epaulettes (classification level)</td>
<td>pair</td>
<td>J429 JBL</td>
<td></td>
</tr>
<tr>
<td>Station Wear boots - elastic sided</td>
<td>Pair</td>
<td>Blundstone F384</td>
<td></td>
</tr>
<tr>
<td>Hat - woollen beanie, dark blue</td>
<td>Each</td>
<td>H422</td>
<td></td>
</tr>
<tr>
<td>Flying gloves</td>
<td>Pair</td>
<td>Airfield Bases only</td>
<td></td>
</tr>
<tr>
<td>Cotton Comfort shorts</td>
<td>Pair</td>
<td>S184 NVY-TF</td>
<td></td>
</tr>
<tr>
<td>Wool socks</td>
<td>Pair</td>
<td>AO97</td>
<td></td>
</tr>
<tr>
<td>Cotton T-shirt</td>
<td>Each</td>
<td>Code to be advised</td>
<td></td>
</tr>
</tbody>
</table>

**Notes:**

All clothing and PPE is replaced on fair wear and tear. Helmet torch one-off purchase only.

Staff who normally wear script glasses may be entitled to script glasses IAW TMP-0000-SA-0040.

The provision of uniform and equipment as per this list may be amended during the life of the agreement through the consultative process to take into account changes in technology and equipment availability.
APPENDIX D

STAFFING

1 Consistent with the Recommendations of Vice President Lawler of October 2008 and February 2009 the following staffing levels shall apply:

1.1 Staffing numbers listed in sub-clause 1.4 below are the minimum required by the Employer to maintain the Airport Category or other requirements of the contract with the Department of Defence.

1.2 Positions that become vacant will, as soon as practical, be filled to ensure staffing levels and Airfield Category hours are maintained.

1.3 Sufficient personnel will be provided to meet all recreation, training and roster requirements, to maintain the staffing levels.

1.4 Staffing levels per shift:

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>AIRPORT CATEGORY (where applicable)</th>
<th>Number of STATION OFFICERS</th>
<th>Number of LEADING FIREFIGHTERS</th>
<th>Number of OPERATIONAL FIREFIGHTERS</th>
<th>Number of WATCHROOM OPERATORS If Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>HMAS Cerberus</td>
<td>-</td>
<td>1</td>
<td>1^</td>
<td>2^</td>
<td>1</td>
</tr>
<tr>
<td>Puckapunyal Military Area</td>
<td>-</td>
<td>1</td>
<td>1^</td>
<td>2^</td>
<td>-</td>
</tr>
<tr>
<td>Bandiana</td>
<td>-</td>
<td>1</td>
<td>1^</td>
<td>2^</td>
<td>1</td>
</tr>
<tr>
<td>RAAF Base East Sale (during flying hours)</td>
<td>5</td>
<td>1</td>
<td>1^</td>
<td>4^</td>
<td>1#</td>
</tr>
<tr>
<td>(outside flying hours)</td>
<td>4</td>
<td>1^</td>
<td>1^</td>
<td>2^</td>
<td>1#</td>
</tr>
</tbody>
</table>

Notes: * When the Station Officer is on Annual Leave and the base is at Category 4 level the position may be filled by a Leading Firefighter and paid as such providing the Leading Fire-fighter holds the following qualifications:

- PUA40313 Certificate IV in Public Safety (Fire fighting Supervision)
- PUAFIR416 Supervise specialist response to aviation accidents & incidents (mandatory at airfield to operate as an AFC at any incident).

# A Firefighter Level 1 / Watchroom Operator at the RAAF Base East Sale, engaged prior to the approval of this agreement, may only respond to a
call-out as supernumerary to the minimum crew provided in clause 1.6 above until such time as he or she has acquired all the requisite Aviation Modules, within two (2) years' Service as a Firefighter Level 1/Watchroom Operator with the Employer and been assessed as competent to respond to an incident. To be clear, this provision will not apply to Watchroom Operators engaged after the approval of this agreement.

A Fire Fighter Level 1 / Watchroom Operator engaged prior to the approval of this agreement may when suitably qualified may respond to structural and non-aviation incidents but may only respond to aviation incidents supernumerary to the minimum aviation crew required relevant to clause 1.4 above. This provision shall apply until such time as the employee has acquired the requisite aviation modules.

Where practical, a Leading Firefighter or a Qualified Firefighter with Leading qualifications will cover the absence of another Leading Firefighter, however, in respect of Leading Firefighter positions and Operational Firefighters, for the purposes of overtime, the requirement for a Leading Firefighter will vary according to the requirements and conditions of each site. In these circumstances a position maybe filled by an Operational Firefighter.

The employees who at the commencement of this agreement were engaged as day shift Station Officers at Puckapunyal and HMAS Cerberus, shall be offered ongoing positions with the Employer on the following basis;

(i) Puckapunyal dayshift Station Officer shall be offered the Station Officer position on one of the existing shifts
(ii) HMAS Cerberus dayshift Station Officer shall be offered a Station Officer position that is supernumerary and will be available for leave relief. This position will be abolished when a Station Officer vacancy arises.

The employees who at the commencement of this agreement were engaged as Leading Firefighters at Puckapunyal and HMAS Cerberus, shall be offered the Station Officer positions on their respective shifts and shall be provided with the necessary training by the Employer to cover any qualification shortfalls.

The Leading Firefighter positions that become vacant shall be filled following the normal appointment process.
**APPENDIX E**

**TABLE OF ALLOWANCES**

<table>
<thead>
<tr>
<th>Allowance</th>
<th>Current</th>
<th>First p/p on or after 1 Nov 14</th>
<th>First p/p on or after 1 Nov 15*</th>
<th>First p/p on or after 1 Nov 16*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meal Allowance cl 4.7.1 (i)</td>
<td>$14.03</td>
<td>$14.45</td>
<td>$14.88</td>
<td>$15.33</td>
</tr>
<tr>
<td>Spoilt Meal Allowance cl 4.7.1 (a)</td>
<td>$15.69 per incident</td>
<td>$16.16 per incident</td>
<td>$16.65</td>
<td>$17.14</td>
</tr>
<tr>
<td>Travelling Allowance cl 4.7.2 (ii) and (iii)</td>
<td>$0.77 cents per kilometre**</td>
<td>$0.77 cents per kilometre**</td>
<td>$0.77 cents per kilometre**</td>
<td>$0.77 cents per kilometre**</td>
</tr>
<tr>
<td>First Aid Allowance cl 4.7.5</td>
<td>$14.98</td>
<td>$15.43</td>
<td>$15.89</td>
<td>$16.37</td>
</tr>
<tr>
<td>Watchroom Allowance cl 4.7.6</td>
<td>$0.60 cents per hour</td>
<td>0.62 cents per hour</td>
<td>$0.64</td>
<td>$0.66</td>
</tr>
<tr>
<td>SSO and SO (Day Shift) Availability Allowance per week cl 4.7.8</td>
<td>SO: $82.80</td>
<td>SO: $84.46</td>
<td>SO: $86.99</td>
<td>SO: $89.60</td>
</tr>
<tr>
<td>SSO: $88.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Heavy Rescue Allowance cl 4.7.9</td>
<td>$83.77 per incident</td>
<td>$86.28 per incident</td>
<td>$88.87</td>
<td>$91.54</td>
</tr>
<tr>
<td>Aviation Qualification Allowance cl 4.7.10</td>
<td>$20.94</td>
<td>$21.57 per week</td>
<td>$22.22</td>
<td>$22.88</td>
</tr>
<tr>
<td>Allowance for a Recall that is before and continuous with the normal commencement of a rostered shift with at least 24 hours notice. cl. 6.5.1. (iii) (a)</td>
<td>$52.35</td>
<td>$53.92</td>
<td>$55.54</td>
<td>$57.20</td>
</tr>
</tbody>
</table>
**Allowance for a Recall that is not before and continuous with the normal commencement of a rostered shift with at least 24 hours notice. cl. 6.5.1. (iii) b)**

<table>
<thead>
<tr>
<th>Allowance</th>
<th>$78.53</th>
<th>$80.89</th>
<th>$83.31</th>
<th>$85.81</th>
</tr>
</thead>
</table>

**Note:** The allowances below only apply to Firefighters who commenced employment prior to 1 October 2009 which was the date of variation of the 2005 agreement.

**Qualifications Allowances cl.4.7.3**

<table>
<thead>
<tr>
<th>Qualifications</th>
<th>$12.38</th>
<th>$12.75</th>
<th>$13.13</th>
<th>$13.52</th>
</tr>
</thead>
<tbody>
<tr>
<td>IFE Grad® Certificate or Fire Technology Certificate</td>
<td>$19.10</td>
<td>$19.67</td>
<td>$20.27</td>
<td>$20.88</td>
</tr>
<tr>
<td>IFE Grad® Certificate and Fire Technology Certificate</td>
<td>$23.69</td>
<td>$24.41</td>
<td>$25.14</td>
<td>$25.89</td>
</tr>
</tbody>
</table>

* These allowances may be adjusted if the wage rate increase is adjusted as a result of the CFA EA being approved. ** The travelling allowance will be adjusted in accordance with any adjustment to the travelling allowance in the Fire Fighting Industry Award 2010 and not the wage increases in this Agreement.
APPENDIX F

APPOINTMENT PANELS

Composition of Appointment Panels for vacant positions

Purpose:

The purpose of this Appendix is to set out a process for determining the composition of Appointment Panels for vacant Firefighter and Station Officer, positions.

Reasons:

It is essential that the most appropriate candidate is selected for any vacant position based upon the selection criteria for the vacant position.

Appointment Panels need to be composed so that the Panel Members, between them, have a good knowledge of the technical skills of the position and an objective assessment process.

It is important that, in selecting the most appropriate candidate, all relevant factors are considered, and any conflict of interest, real or perceived, by any Panel Member is transparently addressed.

<table>
<thead>
<tr>
<th>Position</th>
<th>Regional Manager</th>
<th>Station Officer</th>
<th>Leading Firefighter</th>
<th>TS Independent Representative or Human Resources Advisor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Station Officer.</td>
<td></td>
<td>1</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Leading Firefighter.</td>
<td></td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Firefighter Level 1 to 4 /Watchroom Operator</td>
<td></td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>
APPENDIX G

FLEXIBILITY ARRANGEMENT

1. The Employer and an Employee covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
   a) the arrangement deals with when leave is to be taken in accordance with clause 7.11 – Study Leave;
   b) the arrangement meets the genuine needs of the Employer and employee in relation to the matter mentioned in paragraph (a); and
   c) the arrangement is genuinely agreed to by the employer and employee.

1. The Employer must ensure that the terms of the individual flexibility arrangement:
   d) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
   e) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
   f) result in the Employee being better off overall than the Employee would be if no arrangement was made.

2. The Employer must ensure that the individual flexibility arrangement:
   g) is in writing; and
   h) includes the name of the employer and the Employee; and
   i) 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
   j) includes details of:
      i. the terms of the Enterprise 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
   k) states the day on which the arrangement commences.

3. The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
4. 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

   m) if the employer and employee agree in writing at any time.

5. The Employer agrees to provide the UFU with a copy of any individual flexibility arrangement within seven (7) days of the arrangement being entered into.

...ooOoo...