Application for approval of the Broadspectrum (Australia) Pty Ltd and United Firefighters’ Union of Australia (WA Branch) Fire and Rescue Enterprise Agreement 2015.

An application has been made for approval of an enterprise agreement known as the Broadspectrum (Australia) Pty Ltd and United Firefighters’ Union of Australia (WA 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). It has been made by Broadspectrum (Australia) Pty Ltd T/A Broadspectrum. The Agreement is a single enterprise agreement.

The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

The Agreement contains a series of typographical errors. I am satisfied that these errors are rudimentary in nature and note the errors attached in Annexure B.

Pursuant to s.205(2) of the Act, the model consultation term prescribed by the Fair Work Regulations 2009 is taken to be a term of the Agreement.

The United Firefighters’ Union of Australia being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.
The Agreement is approved and, in accordance with s.54 of the Act, will operate from 20 September 2016. The nominal expiry date of the Agreement is 12 September 2019.

COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<Price code J, AE421078  PR585326>
Annexure A

12 September 2016

Commissioner Lee
Fair Work Commission

Dear Commissioner

AG2010/4923 - Application for approval of the Broadspectrum (Australia) Pty Ltd and United Firefighters’ Union of Australia (WA Branch) Fire and Rescue Enterprise Agreement 2015

I write in respect of the application to approve the Broadspectrum (Australia) Pty Ltd and United Firefighters’ Union of Australia (WA Branch) Fire and Rescue Enterprise Agreement 2015 (Agreement).

Undertaking by the Company

Broadspectrum (Australia) Pty Ltd (BRS) undertakes that notwithstanding clause 35.3.2 of the Agreement annual leave will be in accordance with the National Employment Standards and section 89 of the Fair Work Act 2009 (Cth).

For and on behalf of Broadspectrum (Australia) Pty Ltd:

[Signature]

Zev Costi
Employee Relations Manager – SA/NT/WA
Annexure B

<table>
<thead>
<tr>
<th>Clause</th>
<th>Current Wording</th>
<th>Issue</th>
<th>Proposed Wording</th>
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<tbody>
<tr>
<td>Clause 6</td>
<td>6.1.4. &quot;Broadpectrum (Australia) Pty Ltd shall notify the employees who may be affected by the proposed changes and their Union or Other Employee Representative.&quot;</td>
<td>Track change was not taken out and amended accordingly.</td>
<td>&quot;Broadpectrum (Australia) Pty Ltd shall notify the employees who may be affected by the proposed changes and the Union or Other Employee Representative.&quot;</td>
</tr>
<tr>
<td>Clause 13</td>
<td>13.2 Table ‘Fire Fighter’ Class 1’ &quot;Means a recruit with less than 12 months experience as a full time paid Fire &amp; Rescue Industry firefighter has completed Certificate II in Public Safety...&quot;</td>
<td>Sentence is incomplete.</td>
<td>&quot;Means a recruit with less than 12 months experience as a full time paid Fire &amp; Rescue Industry firefighter who has completed Certificate II in Public Safety...&quot;</td>
</tr>
<tr>
<td>Clause 19</td>
<td>&quot;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 shift rotation.&quot;</td>
<td>The word ‘course’ is not all in black, with the ‘c’ in green.</td>
<td>&quot;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 shift rotation.”</td>
</tr>
<tr>
<td>Clause 31</td>
<td>31.2.6 &quot;An employee will be eligible to be paid travel time, as per 31.2.5, and travel allowance, as per 31.2.6 from the time of receiving the call to such time as the employee signs on duty where.&quot;</td>
<td>Incorrect internal references to other clauses, the references should be for 31.2.4 and 31.2.5.</td>
<td>&quot;An employee will be eligible to be paid travel time, as per 31.2.4, and travel allowance, as per 31.2.5 from the time of receiving the call to such time as the employee signs on duty where:”</td>
</tr>
<tr>
<td>Clause 43</td>
<td>43.1.1.</td>
<td>Spelling mistake as ‘at’ should be ‘a’ to make a comprehensive sentence. Spelling mistake as ‘at’ should be ‘as’ to make a comprehensive sentence. ‘Employee’ needs to be made plural. Spelling mistake as ‘no’ should be ‘not’ to make a comprehensive sentence.</td>
<td>“Employees will be entitled to the parental leave entitlement contained in this agreement once the employee has been employed on a full or part-time basis for a continuous period of at least 12 months continuous service.” If this is not practicable then notice must be given as soon as practicable.” “Employee’s may elect to receive the first payment at half pay.” “Termination of employment within 12 months of receipt of the final lump sum, except in circumstances of redundancy, the employee must repay a pro-rata amount equal to the period of the 12 months not served.”</td>
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<td>43.1.4.</td>
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</tr>
<tr>
<td></td>
<td>43.3.2.</td>
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<tr>
<td></td>
<td>43.3.3.</td>
<td>“Termination of employment within 12 months of receipt of the final lump sum, except in circumstances of redundancy, the employee must repay a pro-rata amount equal to the period of the 12 months not served.”</td>
<td></td>
</tr>
<tr>
<td>Clause 49</td>
<td>49.3</td>
<td>Track change was not taken out and amended accordingly.</td>
<td>“The timing of such leave will be entitled will be agreed between the employee and the employer so as to minimise any adverse effect on operational requirements.”</td>
</tr>
</tbody>
</table>

"The time of such leave will be entitled will be agreed between the employee and the employer so as to minimise any adverse effect on operational requirements."
Broadspectrum (Australia) Pty Ltd and
United Firefighters’ Union of Australia (WA Branch) Fire and Rescue Enterprise Agreement 2015
Note
This page has been intentionally left blank. A copy of Fair Work Australia's Decision, following Approval, will be inserted in this page prior to final printing and distribution of this Enterprise Agreement.
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1. TITLE

This Agreement shall be known as the Broadspectrum (Australia) Pty Ltd and United Firefighters’ Union of Australia (WA Branch) Fire and Rescue Enterprise Agreement 2015.

2. APPLICATION OF AGREEMENT

This Agreement shall be binding upon Broadspectrum (Australia) Pty Ltd and the United Firefighters’ Union of Australia (West Australian Branch) and its members, those employees eligible to be members employed in any of the classifications set out in this Agreement, and employed by Broadspectrum (Australia) Pty Ltd at HMAS Stirling and the RAAF Base, Pearce and other sites within Western Australia (including Gingin).

The Parties to this Agreement undertake that for the duration of the Agreement neither party will pursue, or implement, changes to the wages and/or conditions agreed in this Agreement.

3. OPERATION OF AGREEMENT

This Agreement shall come into operation seven (7) days after its approval by the Fair Work Commission and shall have a nominal expiry date of three years from the date this Agreement is approved.

The Parties undertake to commence good faith negotiations for a replacement, or modified, Certified Agreement no later than six (6) month prior to the expiry of the current Agreement.

On expiry, the Agreement will continue to operate after the nominal expiry date until terminated or replaced.

This Agreement replaces any previous agreements whether registered or unregistered.

4. DEFINITIONS

AFC means Australian Fire Council.

Agreement means the Broadspectrum (Australia) Pty Ltd and United Firefighters’ Union of Australia (WA Branch) Fire and Rescue Enterprise Agreement 2015.

Appointed Position means appointment to the classification of “Station Officer”.

ARRFF means Airfield Refuelling, Rescue and Firefighting.

CASA refers to the Civil Aviation Safety Authority.

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.

Deployments means any work conducted away from an employee’s Parent Station which requires an employee to spend a minimum of two nights away from their Parent Station at another station or location.

Embedded Crew means a formation of crew, where elements of the Aviation Rescue Fire Fighting and Structural Rescue Fire Fighting team are operating together to provide total fire protection; but with reduced numbers of firefighters. In such instances, there will always be enough crew to ensure the appropriate airfield category; however manpower can be diverted to augment a reduced strength SRFF element responding to a structural incident. In the event of two incidents occurring simultaneously, (aircraft, structural or one of each) the Air Traffic Control supervisor in consultation with the Fire Controller, will task the fire crew, noting the priority of preserving life and then property.
5. ANTI DISCRIMINATION

5.1. It is the intention of the Parties to this Agreement to achieve a principal objective in the FW Act 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 or carer’s responsibilities, pregnancy, religion, political opinion, natural extraction or social origin.

5.2. 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.

5.3. 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 Australian Human Rights Commission.

(iii) Any exemptions in the FW Act.
6. CONSULTATIVE PROCESS

6.1. Consultation

6.1.1. 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.

6.1.2. Broadspectrum (Australia) Pty Ltd 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.

6.1.3. Consultation means the full, meaningful, and frank discussion of issues/proposals and the consideration of each party’s views, where practical in relation to major changes that are likely to have significant effects, prior to any decision being made by the company.

6.1.4. Where Broadspectrum (Australia) Pty Ltd intends to introduce major changes in program, organisation, structure or technology that are likely to have significant effects on employees, Broadspectrum (Australia) Pty Ltd shall notify the employees who may be affected by the proposed changes and their Union or Other Employee Representative.

6.1.5. “Significant effects” include, but are not limited to; termination of employment, major changes in the composition, operation or size of Broadspectrum (Australia) Pty Ltd’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.

6.1.6. The Parties recognise the right of Broadspectrum (Australia) Pty Ltd to plan, direct and control operations, to organise and assign reasonable work to scheduled shifts, and to maintain order and efficiency in accordance with the terms and conditions within this Agreement.

6.2. Fire Station Consultative Committee

6.2.1. The Parties agree to an arrangement ensuring regular meetings between the Officer in Charge, the employee’s, and the Employee Representatives. These meetings will be used to discuss issues within the particular Fire Station, including, for example (having regard to confidentiality), projects, appliances, response time data, and/or matters affecting the local implementation of the terms of this Agreement. Where matters pertaining to the implementation of this Agreement arise that have wider application to other Broadspectrum (Australia) Pty Ltd Western Australian Defence Fire Stations, the Regional ARRFF Manager will convene a meeting with the delegates of employees from each station, with a view to discussion and resolution of the matter. Any Occupational Health and Safety (OH&S) issues raised will be referred to the OH&S Committee for discussion/resolution, with the conclusion reported at a Fire Station Consultative Committee meeting.

6.2.2. Where there are issues that cannot be resolved at this level, either the Officer in Charge, the employee’s or the Employee Representatives, will refer the issue on to the Broadspectrum (Australia) Pty Ltd local Regional ARRFF Manager or his/her nominee to be resolved in accordance with the Dispute Resolution Procedure in clause 8. The Branch Secretary of the Union or his/her nominee may, if requested by any of the parties to the dispute, assist in consultation.

6.2.3. The day to day work arrangements at the relevant Fire Stations will be through all employees having input into programs through their Employee Representatives. The Officer in Charge will advise employees of any impending change/s that may affect employment, or work performance.
6.2.4. Broadspectrum (Australia) Pty Ltd will discuss with the Employee Representatives and the Union, if requested, such action as is necessary to avert or mitigate any potential adverse effects that such change may have on employees.

6.3. **Occupational Health and Safety**

6.3.1. The Parties recognise that the implementation of OH&S programs is an integral part of the continuous improvement process; directly reducing compensation and rehabilitation costs, in addition to indirectly improving staff morale, absentee rates, and improved work practices.

6.3.2. The primary objectives of the OH&S programs in operation in the workplace’s covered by this Agreement will be to develop an OH&S Management System that:

- (ii) Promotes the safety, health, and improved life-style of Broadspectrum (Australia) Pty Ltd employees.
- (iii) Identifies high risk areas and hazards to Broadspectrum (Australia) Pty Ltd employees and develops strategies to combat those identified areas and hazards.
- (iv) Identifies and recommends employee health and safety training appropriate to eliminating workplace accidents.

6.3.3. To achieve these objectives, the Parties agree:

- (i) To maintain the existing OH&S Committee structure in accordance with the guidelines of the *Occupational Health & Safety Act 1984* (WA).
- (ii) The OH&S Committee shall meet at least once every three (3) months.
- (iii) The OH&S Committee shall facilitate a continuous review of work and management practises, and policies to assess their impact on health and safety in the workplace. This includes reviewing and analysing incident/accident reports.
- (iv) That Broadspectrum (Australia) Pty Ltd undertakes to enable an elected OH&S Representative and Deputy Representative to be trained to the appropriate standard. Such training will be at Broadspectrum (Australia) Pty Ltd’s time and cost.
- (v) That the OH&S Committee have at least the same number of Safety Representatives as management representatives.
- (vi) That Broadspectrum (Australia) Pty Ltd will keep a detailed record of all OH&S issues, including a record of incidents, injuries and illnesses, a record of issues raised by the committee, record of workplace inspections by Safety Representatives, and a record of identified hazards and measures taken to manage, minimise, prevent or rectify the hazard.
- (vii) Any significant proposed changes to work practises, machinery or technology, which may have an effect on the health and safety of employee will be reviewed by the OH&S Committee and the Safety Representatives to identify any potential health and safety problems. Management shall not proceed with the proposed changes until suitable measure have been developed to control any associated risks to the employees’ health and safety.
- (viii) That Broadspectrum (Australia) Pty Ltd shall ensure that no chemical, physical agent, or work practice, which may be harmful to health and safety, is introduced
until all relevant information concerning the likely health and safety impacts have been evaluated and appropriate controls, if necessary, agreed upon.

(ix) In the event that changes to occupational health and safety practices are deemed necessary, the changes will be referred to the OSH Committee.

6.3.4. The employer shall, upon the written request of any employee who has a reasonable concern for their own health, safety and welfare, as soon as practicable provide the employee with a list recording:

(i) each incident attended by the employee, and

(ii) 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.

6.3.5. OH&S Training

(i) 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 after appointment to attend such course.

(ii) Induction programs will outline the OH&S policies and procedures, particularly the hazards associated with the location and the control measures put in place to deal with each hazard. Any management will in addition be trained in their induction of the need to consult with the relevant Safety Representative and how to utilise OH&S systems to identify hazards, assess risks and take preventative actions.

(iii) Employees will receive continuous training in hazard avoidance, safe work practices and specific training in the use of new equipment or work practices.

6.3.6. OH&S Representatives shall be allowed time release to attend 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.

7. FLEXIBILITY

7.1. The employer and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

(a) the arrangement deals with when leave is to be taken in accordance with personal leave provisions in this Agreement:

(b) the arrangement meets the genuine needs of the employer and the employee in relation the matter mentioned in paragraph (a); and

(c) the arrangement is genuinely agreed to by the employer and the employee.

7.2. The employer must ensure that the terms of the individual flexibility arrangement:

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

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

(c) result in the employee being better off overall than the employee would be if no arrangement was made.

7.3. The employer must ensure that the individual flexibility arrangement:

(a) is in writing; and

(b) includes the name of the employer and the employee; and
(c) 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

(d) includes details of:

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

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

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

(e) states the day on which the arrangement commences

7.4. The employer must give the employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.

7.5. The employer or the employee may terminate the individual flexibility arrangement:

(a) by giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or

(b) if the employer and the employee agree in writing — at any time.

7.6. The employer agrees to provide the Union with a copy of any individual flexibility arrangement within seven (7) days of the arrangement being entered into.

8. DISPUTE RESOLUTION

8.1. There shall be effective means of consultation between the employer, its employee(s) and the Union or other Employee Representatives on all matters pertaining to the employment relationship and the following procedure shall be followed in an effort to achieve a satisfactory resolution of any dispute or grievance:

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

Step 2 If not settled at Step 1, the matter shall be submitted to the Regional ARRFF Manager. 

Step 3 If not settled at Step 2, the matter shall be recorded. The matter shall be submitted to the National ARRFF Operations Manager responsible for firefighting at Broadspectrum (Australia) Pty Ltd for consultation.

Steps 1 – 3 must be concluded within a period of ten (10) consecutive days.

Step 4 If the matter is not settled at Step 3, the dispute or grievance shall be formally submitted in writing to the National ARRFF Manager with overall responsibility for firefighting at Broadspectrum (Australia) Pty Ltd, setting out details of the dispute or grievance and, where appropriate, with supporting documentation. The Manager 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.

Step 5 If the matter is not settled following progression through the disputes procedure, it may be referred by the Union or the Employer to the Fair Work Commission for conciliation, and if necessary for determination.

8.2. While the above procedures are being followed, the status quo shall be maintained until the matter is resolved. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this sub-clause.

8.3. Notwithstanding anything contained in this clause, the Parties shall be free to exercise their rights if the dispute is not finalised without delay.
8.4. This clause shall not apply to a dispute on a bona fide health and safety issue, which will be dealt with under OH&S Act procedures as per clause 6 of this Agreement.

9. PAYMENT FOR ATTENDING INTERVIEWS/APPEALS ETC

9.1. An employee who, on a Broadspectrum (Australia) Pty Ltd related matter, is required to attend:

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

9.2. And does so when requested and approved by Broadspectrum (Australia) Pty Ltd management and is not on duty, shall be entitled to:

(a) be paid for travel time to and from the proceeding, interview, or appeal at the rates specified in Clause 23.2 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;

(b) be provided with a Broadspectrum (Australia) Pty Ltd 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 Clause 23.2 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

(c) be paid at overtime rates for the duration of the proceeding, interview, or appeal - including any waiting time.

9.3. Any employee who is required to attend in any of the cases referred to in Clause 9.1 while on duty shall be released from duty to allow the attendance to occur, and be eligible for 9.2 (b) compensation.

9.4. An employee shall not be required to attend any interview for any Broad spectrum (Australia) Pty Ltd purpose while on Leave, unless agreed to by the parties concerned.

10. GENERAL PROVISIONS

10.1. 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 capacity to appoint an additional permanent employee who would be fully occupied covering such absences exists.

10.2. Any new employee will be engaged on a probationary period for the first three (3) months of his or her employment.

10.3. Employment is conditional upon the employee obtaining and maintaining the required security clearance (Baseline Clearance). Security clearances must be completed and lodged with Broadspectrum Defence Security during the probationary period.

10.4. Recruitment of replacement firefighters shall be completed by the Human Resources Department, in accordance with Broadspectrum’s recruitment process. When addressing promotion and recruitment procedures Broadspectrum (Australia) Pty Ltd will, in all circumstances, where practical, give priority to current, appropriately qualified employees within the service in Western Australia progressing through to employees within Broadspectrum (Australia) Pty Ltd generally.
10.5. External candidates for recruitment shall be interviewed by a panel consisting of a representative of Human Resources, a Broadspectrum management representative, and at least one of the Station Officers.

10.6. Employees must not report for duty while affected by any drugs or alcohol, and must comply with CASA regulations. A blood alcohol level of zero (0) is required when reporting for duty. The Broadspectrum (Australia) Pty Ltd “Employee Wellbeing Operating Standard” and “Drug & Alcohol Procedure” policies apply and are attached to this Agreement at Schedule 4 and Schedule 5 respectively.

10.7. All employees are expected to treat each other, representatives of the Department of Defence, other employees and members of the public, with respect and courtesy.

11. TERMINATION OF EMPLOYMENT

11.1. Notice of Termination by Employer

11.1.1. 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>
</tr>
</thead>
<tbody>
<tr>
<td>Not more than 1 year</td>
<td>1 week</td>
</tr>
<tr>
<td>More than 1 year but not more than 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>More than 3 years but not more than 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>More than 5 years</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

11.1.2. 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.

11.1.3. 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.

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

11.1.5. The period of notice in this clause, shall not apply in the case of serious misconduct.

11.1.6. 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.

11.2. Notice of Termination by an Employee

11.2.1. The notice of termination required to be given by an employee is two weeks.

11.2.2. If an employee fails to give notice the employer has the right to withhold monies due to the employee to a maximum amount equal to the ordinary hour rate of pay for the period of notice.

11.2.3. An employee who gives notice shall do so in writing.
11.3. **Time Off During Notice Period**

11.3.1. Where the employer has given notice of termination to an employee, the 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.

12. **REDUNDANCY**

12.1. **Definition**

12.1.1. Redundancy occurs when the employer decides that it no longer wishes the job the employee has been doing to be done by anyone subject to 12.1.2. This includes situations 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.

12.1.2. If a Firefighter’s employment continues with a successor employer and their accrued entitlements transfer from Broadspectrum (Australia) Pty Ltd to the successor employer then the Firefighter will not receive the severance pay set out below.

12.2. **Severance Pay**

When an employee is made redundant the following severance payment shall be made:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Severance Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
</tr>
<tr>
<td>At least 1 year up to completion of 2 years</td>
<td>4 weeks’ pay</td>
</tr>
<tr>
<td>At least 2 years up to completion of 3 years</td>
<td>7 weeks’ pay</td>
</tr>
<tr>
<td>At least 3 years up to completion of 4 years</td>
<td>10 weeks’ pay</td>
</tr>
<tr>
<td>At least 4 years up to completion of 5 years</td>
<td>12 weeks’ pay</td>
</tr>
<tr>
<td>At least 5 years up to completion of 6 years</td>
<td>14 weeks’ pay</td>
</tr>
<tr>
<td>At least 6 years up to completion of 7 years</td>
<td>16 weeks’ pay</td>
</tr>
<tr>
<td>At least 7 years up to completion of 8 years</td>
<td>18 weeks’ pay</td>
</tr>
<tr>
<td>At least 8 years up to completion of 9 years</td>
<td>20 weeks’ pay</td>
</tr>
<tr>
<td>More than 9 years</td>
<td>22 weeks’ pay</td>
</tr>
</tbody>
</table>

12.2.1. If the termination of the Broadspectrum (Australia) Pty Ltd contract with Defence prevents an employee’s continuous service from reaching one (1) year, the severance pay entitlement would be one (1) weeks’ pay.

12.3. **Employee Leaving During the Notice Period**

12.3.1. 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 11.1.

12.4. **Time Off During Notice Period**

12.4.1. During the period of notice of termination given by the employer an employee shall be allowed up to one (1) days’ time off without loss of pay during each week of notice for the purpose of seeking other employment.
12.4.2. 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.

12.5. Reasonable Alternative Employment

12.5.1. Reasonable alternative employment means employment with Broadspectrum (Australia) Pty Ltd or another employer in a substantially similar position on, on balance, no less favourable terms and conditions of employment where the employee’s service with Broadspectrum (Australia) Pty Ltd is deemed continuous, or the employees service is recognised and transferred to another employer for the purposes of the employee’s Sick Leave, Annual Leave, Long Service Leave, notice and redundancy entitlements.

13. CLASSIFICATIONS, CAREER PATHS & OPPORTUNITIES

13.1. General

13.1.1. Employees shall be appointed to a classification in accordance with their qualifications as identified the Training Matrix in Schedule 1.

13.1.2. In addition to the above clause 13.1.1, employees will need to demonstrate the following experience, as prescribed in clause 13.2, to progress through the classification structure. All classifications above that of Firefighter Level 1 must have acquired accreditations with the required site-specific modules. No shift shall have more than one (1) Level 1 Firefighter on shift at any given time.

13.1.3. All employees will be trained under, and required to meet, the Public Safety Training Package competencies, as amended, updated or replaced from time to time.

13.1.4. Employees engaged by Broadspectrum (Australia) Pty Ltd who have been employed as a professional career Firefighter in another service, including the Defence Forces, within the previous two years, will have their qualifications held from their previous service recognised, provided that these qualifications meet current industry standards.

13.1.5. 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.

13.2. Definitions

<table>
<thead>
<tr>
<th>Classification Structure</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Fighter Class 1</td>
<td>Means a recruit with less than 12 months experience as a full time paid Fire &amp; Rescue industry firefighter has completed Certificate II in Public Safety [Firefighting &amp; Emergency Operations]. Required Units include all core units of Certificate II. and a current Senior First Aid certificate. (No chevron on Epaullettes)</td>
</tr>
<tr>
<td>Fire Fighter Class 2</td>
<td>Means an employee who has more than 12 months experience as a full time paid firefighter in the Fire &amp; Rescue industry who has completed Certificate II in Public Safety [Firefighting &amp; Emergency Operations]. Elective Units to include; PUAFIR205B, PUAFIR209B, PUAFIR204B, PUAFIR305B</td>
</tr>
</tbody>
</table>
### Fire Fighter Class 3  
**[FF Class 3]**

Means an employee who has a minimum of 24 months experience as a full time paid firefighter in the Fire & Rescue industry and who has commenced Certificate III in Public Safety [Firefighting & Emergency Operations].

### Fire Fighter Class 4  
**[FF Class 4]**

Means an employee who has a minimum of 36 months experience as a full time paid firefighter in the Fire & Rescue industry and has completed Certificate III in Public Safety [Firefighting & Emergency Operations].

### Station Officer  
**[SO]**

Means an appointed officer who has a minimum of 60 months experience in the Fire & Rescue industry and has Certificate IV in Public Safety [Firefighting Supervision]. Elective Units to include, PUAFIR4016, BSBMGT401A.

The Station Officer will take charge of a team and as such will be responsible for the operational and administrative function of the station.

The Station Officer will use skills to develop all team members and improve the overall effectiveness of the team and Fire Station.

To avoid doubt, the qualifications, units and competencies outlined and referred to above may change during the term of the Agreement. In such circumstances and following consultation and agreement between the parties evidenced in writing, the new equivalent qualifications will be recognised in lieu of those specified.

#### 13.3. Skills Enhancement Program

13.3.1. Progression through the classification structure, above in clause 13.2, will be by recognition of the attainment of skills that meet the mandatory and specific requirements, as outlined in Schedule 1, of the relevant competency standards from the Public Safety Training Package.

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

13.3.3. All training shall be conducted by a Certificate 4 Workplace Trainer and Assessor holder, or through a Registered Training Organisation. Assessment confirming competencies is a requirement for progression through the pay scales.

13.3.4. By agreement between an employee and Broadspectrum (Australia) Pty Ltd, employees will have access to additional agreed training provided that the training is relevant to the contracts and will benefit the employee's development within the fire and rescue industry.

13.3.5. Any changes to the Skills Enhancement Program shall occur through the National Training Consultative Committee.
13.4. **Skills Development and Training**

13.4.1. 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 Broadspectrum (Australia) Pty Ltd 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 Broadspectrum (Australia) Pty Ltd.

13.4.2. Employees may wish to undertake further training and development outside the boundaries of the PUA12 Public Safety (Fire Fighting & Emergency Operations) framework to enhance the performance of both the individual and Broadspectrum (Australia) Pty Ltd. Assistance is available for those who wish to do so, if approved by the ARRFF National Operations Manager, with such approval not to be unreasonably withheld.

13.4.3. The employer commits to securing the use of a Gas Fire training facility for use by Broadspectrum (Australia) Pty Ltd Fire & Rescue personnel. Whilst access to such a facility does not exist at RAAF Base Pearce, off-site hot fire training will occur at a nominated site unless a suitable on base facility is provided.

14. **FIRST AID TRAINING/QUALIFICATIONS**

14.1. **First Aid**

14.1.1. All employees are required to hold a current recognised First Aid Certificate, or an equivalent qualification, and Advanced Resuscitation Certificate.

14.1.2. All First Aid training will be conducted during working hours.

14.1.3. The employer shall pay all costs associated with the maintenance of First Aid certification.

14.1.4. All employees who hold a current First Aid Certificate will receive a weekly allowance as outlined in Schedule 3.

14.2. **Search and Rescue**

14.2.1. Search and Rescue re-qualification is to be undertaken as per Defence requirements for all applicable operational firefighting staff.

15. **MINIMUM STAFFING LEVELS**

15.1. The tables below are subject to change based on:

(a) the needs of the Department of Defence and any subsequent contract variations; or

(b) a consideration of maintaining a safe work environment for employees and the Department of Defence;

(c) with any changes to rosters and leave arrangements to be agreed with the Union, as per Clause 6 Consultative Process.

15.2. The following tables outline the minimum staffing levels for the respective workplaces covered by this Agreement. The employer agrees to maintain these staffing levels, unless changed under 15.1.1 above, which will include replacing staff that have taken Sick Leave, Annual Leave or other entitlements under this Agreement.
15.3. **Minimum Staffing Tables**

**Table I - RAAF Pearce Air Base - Minimum Category Staffing Level (Embedded Crew Conditions)**

<table>
<thead>
<tr>
<th>Period</th>
<th>Category</th>
<th>Number of Station Officers</th>
<th>Number of Fire Fighters</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Category 4</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Monday to Thursday 2330 to 0800</td>
<td>4</td>
<td>1</td>
<td>3</td>
</tr>
<tr>
<td>• 1500 Friday to Monday 0800</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Public Holidays</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Reduced Activity period (RAP)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Category 5</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Monday to Thursday 0800 to 2330</td>
<td>5</td>
<td>2 (*)</td>
<td>4 (*)</td>
</tr>
<tr>
<td>• Friday 0800 to 1500</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Category 6</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adhoc as requested by Defence during flying time.</td>
<td>6</td>
<td>2 (*)</td>
<td>6 (*)</td>
</tr>
</tbody>
</table>

(*) Denotes the maximum number of staff out of the total for the Minimum Category Staffing Level, that will be working on the Non Rostered Staff (Pearce) roster outlined in Clause 25.

**Table II - Gin Gin - Minimum Category Staffing Levels**

<table>
<thead>
<tr>
<th>Period</th>
<th>Category</th>
<th>Number of Station Officers</th>
<th>Number of Fire Fighters</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Monday to Thursday 0800 to 1700</td>
<td>4</td>
<td>1</td>
<td>3</td>
</tr>
<tr>
<td>• Friday 0800 to 1500</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Table III - Deployments - Minimum Category Staffing Levels (Non-embedded)**

<table>
<thead>
<tr>
<th>Period</th>
<th>Category</th>
<th>Number of Station Officer</th>
<th>Number of Fire Fighters</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category 4 Deployments</td>
<td>4</td>
<td>1</td>
<td>3</td>
</tr>
<tr>
<td>Category 5 Deployments</td>
<td>5</td>
<td>1</td>
<td>3</td>
</tr>
</tbody>
</table>
Table IV - Fleet Base West (FBW) Stirling – Minimum Category Staffing Levels (Embedded Crew Conditions)

<table>
<thead>
<tr>
<th>Period</th>
<th>Category</th>
<th>Number of Station Officers</th>
<th>Number of Fire Fighters</th>
</tr>
</thead>
<tbody>
<tr>
<td>FBW Stirling</td>
<td>4</td>
<td>1</td>
<td>4</td>
</tr>
</tbody>
</table>

16. **WAGES**

16.1. **Wage Rates**

16.1.1 The wages set out in Schedule 3 are a composite wage and includes payments for any shift penalties, disabilities and like allowances, additional public holidays, annual leave loading, and all other incidents of employment, except those specifically detailed in this Agreement.

16.1.2 The wage to be paid weekly will be the appropriate annual wage divided by 52.166. The hourly rate is determined by dividing the weekly rate by 42, which includes 4 hours of overtime per week.

16.2. **Timekeeping**

Notwithstanding anything elsewhere stated in this Agreement, Broadspectrum (Australia) Pty Ltd 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.

16.3. **Superannuation**

The employer shall make superannuation contributions on behalf of each employee in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth) into a complying superannuation fund of the employee’s choice.

The employer will also provide employees with the ability to salary sacrifice into their Superannuation accounts.

17. **HIGHER DUTIES**

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.

18. **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.
19. **LIGHT DUTIES**

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 off shift will be offered. This clause shall not diminish the requirements or obligations of either the employer or the employee that exist in the *Workers Compensation and Injury Management Act 1981 (WA)* and *Workers Compensation and Injury Management Regulations 1982 (WA)*.

20. **MODIFIED ALTERNATIVE DUTIES**

20.1. 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 such other duties that may be more in line with the temporary injury or illness. The extent to which Broadspectrum (Australia) Pty Ltd is able to re-allocate employees to such modified duties will be dependent on appropriate availability, any shift/crew limiting factors, and cost to the employer.

20.2. Broadspectrum (Australia) Pty Ltd may request a medical clearance for modified duties from a Medical Practitioner of its choice at a cost to Broadspectrum (Australia) Pty Ltd.

21. **OTHER DUTIES**

21.1. Broadspectrum (Australia) Pty Ltd may seek that employees staff the Watchroom in situations of unexpected, or short notice, vacancies in the watchroom on a voluntary basis.

21.2. The Watchroom is not considered part of the employees usual place of work and will not be worked on the employees designated roster, unless on Light or Modified Alternative Duties. As such any hours worked in the Watchroom outside of designated roster will be paid at overtime rates.

21.3. Employees working in the Watchroom on Light or Modified Alternative Duties during their rostered hours of work shall receive their standard wage.

22. **UNIFORM AND EQUIPMENT**

22.1. The employer will provide all employees with suitable work clothing, and uniform clothing, free of charge.

22.2. Staff will not be expected to share clothing, or accept used clothing. Sufficient sets of clothing will be issued as per Schedule 2.

22.3. All Level 2 protective clothing, the Level 1 Tunic, and any other clothing contaminated at an incident or in training shall be laundered, maintained, and altered free of charge by the employer. The employees will be responsible for laundering their Station Wear. Broadspectrum (Australia) Pty Ltd will provide suitable laundry facilities at each station. Where suitable laundry facilities are not available, Broadspectrum (Australia) Pty Ltd shall launder the Station Wear.

22.4. Uniforms and PPE changes shall be made through the National PPC consultative committee.
23. ALLOWANCES

23.1. Meal Allowances

23.1.1. An employee entitled to a meal allowance shall receive an amount as set out in Schedule 3.

23.1.2. When recalled for duty with less than 24 hours’ notice, an employee shall be paid a meal allowance on the following basis; when a Substantial Meal cannot be provided a single meal allowance is payable during designated meal times:

(i) Breakfast - 0600 to 0800
(ii) Lunch - 1100 to 1300
(iii) Dinner – 1800 to 2000

23.1.3. Employees who are retained for a period of more than two (2) hours after their shift shall have the relevant meal allowance, or allowances, paid, as outlined in this clause.

23.2. Travelling Allowances and Expenses

23.2.1. When an employee is required to work overtime either at or away from their Parent Station, they shall be provided with an employer supplied vehicle or use private transport.

23.2.2. An employee who by agreement with the employer uses their own motor vehicle on the employer’s business shall be entitled to receive a Motor Vehicle Allowance as set out in Schedule 3, per kilometre travelled.

23.2.3. Broadspectrum (Australia) Pty Ltd will reimburse any reasonable out of pocket expense incurred relating to the use of the vehicle by an employee when using either their own vehicle, or a Broadspectrum (Australia) Pty Ltd vehicle, on a Broadspectrum (Australia) Pty Ltd related matter. Any grievance in relation to this matter shall be progressed through the Dispute Resolution Procedure, contained in clause 8.

23.3. Attendance at Training Facilities - Allowances and Expenses

23.3.1. The employer shall pay overtime at the appropriate rate for all reasonable travelling time outside the hours of 0800 hours to 1600 hours to or from the training facility.

23.3.2. Training time in excess of 42 hours in any one (1) week shall be paid as overtime, as prescribed in Clause 31.

23.3.3. Where an employee is required to attend training they shall be provided with a vehicle by the Employer or, by agreement, use private transport for which they will be paid Travel Allowance as outlined in Clause 23.2.

23.3.4. 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. The employee will also be paid a meal allowance in accordance with Clause 23.1.

23.4. Workplace Trainer and Assessor Allowance

Where a Level 4 Firefighter holds all the Station Officer qualifications, as outlined in Schedule 1, specifically including the appropriate competencies to be a Workplace Trainer and/or Assessor, and uses these competencies and skills to train Broadspectrum (Australia) Pty Ltd staff they will be provided with a weekly Training/Instructor Allowance as contained in Schedule 3.
23.5. **Drivers Licence Allowance**

As it is a requirement of employees to hold a current HR/MR drivers licence, employees will have the cost of the renewal of their motor vehicle drivers licence reimbursed by Broadspectrum (Australia) Pty Ltd.

23.6. **Site Specific Allowance**

A Firefighter who holds the relevant site specific qualifications as outlined in Schedule 1 shall be paid a weekly allowance, see Schedule 3.

24. **ORDINARY HOURS OF WORK**

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

24.1. **Hours of Employment and Overtime**

24.1.1. **Rostered Shiftwork Roster:**

Employees shall work in accordance with the 10/14 or 9/15 rostering principles outlined in clause 25. This will result in employees working an average 42 hour week over an eight (8) week cycle.

The 4 hours overtime worked on average per week, in excess of the FWA standard 38 hour week, shall be incorporated into the ordinary hourly rate. This will result in a one rate applicable for all hours worked on the 10/14 or 9/15 shift roster.

24.1.2. **Non Shiftwork Roster:**

Employees employed on the Non Shiftwork Roster shall work a 42 hour average week through Monday to Friday in accordance with clause 25.

The 4 hours overtime worked on average per week, in excess of the FWA standard 38 hour week, shall be incorporated into the ordinary hourly rate. This will result in a one rate applicable for all hours worked on the Non Shiftwork Roster.

24.2. **Annual Leave and training courses will be programmed on an annual basis within the normal staffing levels.**

24.3. **Employees are required to make themselves available for reasonable overtime to meet the operational crew numbers identified in Clause 15 of this Agreement. Where possible, overtime requirements will be programmed in advance.**

24.4. **Staff required to work reasonable overtime to maintain safe staffing levels defined in Clause 15 will do so for the full requirement of the rostered shift.**

24.5. **Overtime will be paid each week it is worked see clause 31.**

25. **ROSTER OF HOURS**

25.1. **Rostered Shiftwork Staff**

The Parties agree to continue the 10/14 (FBW) or 9/15 (Pearce) rostering concept arrangements that currently apply. The 42 hour week will be worked in consecutive shifts over an 8 week cycle of:

25.1.1. 2 days shifts from 0800 hours to 1800 hours (FBW) or 0700 hours to 1600 hours (Pearce) 2 night shifts from 1800 hours to 0800 hours (FBW) or 1600 hours to 0700 hours (Pearce) 4 days off
25.1.2. The shifts will be worked by four platoons known as “A”, “B”, “C” and “D” Platoons, with an example of the continuous roster, using Fleet Base West, shown in the table below:

<table>
<thead>
<tr>
<th></th>
<th>WEEK 1</th>
<th>WEEK 2</th>
<th>WEEK 3</th>
<th>WEEK 4</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Platoon</td>
<td>D D N N</td>
<td>D D N N</td>
<td>D D N N</td>
<td>D D N N</td>
<td>192</td>
</tr>
<tr>
<td>B Platoon</td>
<td>N N</td>
<td>D D N N</td>
<td>D D N N</td>
<td>D D N N</td>
<td>172</td>
</tr>
<tr>
<td>C Platoon</td>
<td>D D N N</td>
<td>D D N N</td>
<td>D D N N</td>
<td>D D N N</td>
<td>144</td>
</tr>
<tr>
<td>D Platoon</td>
<td>D D N N</td>
<td>D D N N</td>
<td>D D N N</td>
<td>D D N N</td>
<td>164</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>WEEK 5</th>
<th>WEEK 6</th>
<th>WEEK 7</th>
<th>WEEK 8</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Platoon</td>
<td>D D N N</td>
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25.2. Non Rostered Staff (Pearce)

Non Rostered Staff will be required to work alternating weeks, between ‘early shift roster’ and ‘late shift roster’ weeks.

- **Early Shift Roster:** Monday to Friday 0700 – 1600
- **Late Shift Roster:** Monday to Thursday 1500 – 0030*

*In the event that flying does not continue beyond 2300, crew members are not required to remain on duty.

Broadspectrum will seek volunteers to fill Non Rostered Staff (Pearce) positions, with no employees to be required to move from the Rostered Shiftwork Roster on a permanent basis unless by mutual agreement.

25.3. Non Rostered Staff (Gingin)

Monday to Thursday 0800 hours to 1700 hours

Friday 0800 hours 1500 hours

Broadspectrum will seek volunteers to fill Non Rostered Staff (Gingin) position, with no employees to be required to move from the Rostered Shiftwork Roster on a permanent basis unless by mutual agreement.

(i) Gingin employees will commence and complete their shifts at Gingin Station. Broadspectrum (Australia) Pty Ltd is committed to invest in the Gingin Station to enable operate as a standalone station. This will include, but is not limited to, improvements to Station key access, water supply and gym/fitness equipment. All Gingin employees will continue to start and finish at Pearce Fire Station until the suitable improvements have occurred to a reasonable standard to enable Gingin to operate as a standalone station.
(ii) Employees at Pearce will provide overtime coverage for Gingin.

(iii) Gingin employees are to conduct training at Pearce Fire Station once a month, conducted on the last Friday of the month. To enable training and maintain coverage, Gingin will be staffed by the Pearce Day Shift to ensure minimum staff levels are maintained at both locations.

(iv) In the event of no-fly days during the designated roster, employees will receive their normal pay.

25.4. A paid meal break will be given for breakfast, lunch and dinner periods of not less than 30 minutes, and a tea break of 15 minutes will be provided mid-morning and mid-afternoon. Employees on duty will not be permitted to leave the Fire Station but will remain on duty during these periods.

25.5. Rosters will be jointly developed, maintained, reviewed, and changed in consultation with employees and the Union in accordance with the rostering principles agreed by the Parties. Any roster developed for employees on the Rostered Shiftwork Roster (10/14 or 9/15) will be a full rotational roster, with all staff rotating evenly through the applicable roster.

25.6. Notwithstanding sub-clause 25.5 of this Clause, a roster developed outside the rostering principles may be worked only if mutually agreed to by the staff and the ARFF Regional Manager.

25.7. Rosters will be programmed for an annual period where possible, taking into consideration the Annual Leave requirements.

26. DEPLOYMENTS AND OPERATIONS TO ALTERNATIVE LOCATIONS

26.1. The employer will seek volunteers to fill the necessary positions on deployments and detachments. A fair system of rotation shall be developed so that all appropriately qualified and current employees have opportunity to volunteer for deployments and detachments, and so that Broadspectrum (Australia) Pty Ltd can meet its contractual obligations.

26.2. The employer will advertise deployment positions for WA deployments to its WA employees in the first instance, before advertising to other suitably qualified employees if positions remain unfilled.

26.3. Appropriately qualified employees for a deployment will include employees who are not light, restricted or modified duties and who hold current qualifications in:

(i) the scheduled deployment aircraft type; and
(ii) Winching/Helicopter SAR Operations; and
(iii) Apply First Aid

26.4. Hours of Work

26.4.1. While on deployments, employees will be required to be available for, and will be paid for, 10 hour shifts, worked Monday to Friday.

26.4.2. The time taken to travel to and from a deployment will be treated as time worked on the deployment.

26.4.3. For the duration of the deployment employees will be considered ‘off shift’, with all hours worked over the ordinary 42 hour week, paid as overtime in accordance with Clause 31.

26.4.4. If employees work both hours on their rostered shift and hours on deployment in the same pay week, the calculation of weekly hours worked will include any hours worked on the employees designated shift roster, worked either prior to or post deployments.

26.5. Deployment Conditions

Employees detached to alternative locations such as Albany, Lancelin, Exmouth Learmonth or other operational airfields will do so under the following conditions:
(i) Suitable self-contained accommodation (single room motel quality) is to be arranged and provided free of charge to employees.

(ii) A Deployment Allowance will be paid for each day that an employee is on Deployment as outlined in Schedule 3.

In the event employees from interstate work on a deployment jointly with WA employees, all employees will be paid whichever is greater.

(ii) If an employee is not provided with a Broadspectrum (Australia) Pty Ltd vehicle or mode of transport, the employee will be paid Traveling Allowance and Expenses as outlined above in clause 23.2.

(iii) If employees are required to fly to their deployment location, reimbursement for travel costs to and from the airport when the employee provides sufficient proof of costs incurred.

26.6. Operations in Alternative Locations

Employees who work in alternative locations that requires the employee to spend a night away from home, but does not qualify as a deployment, are entitled to:

(i) Suitable self-contained accommodation (single room motel quality where possible),

(ii) Meal Allowance,

(iii) Travelling and Expenses Allowances in clause 23.2, and

(iv) Living Away Allowance, outlined in Schedule 3.

27. REST AND RECLINE

Employees on night duty shall be permitted between the hours of 2200 and 0600 to recline and sleep with the exception of fire calls and/or non-training operational duties. Employees on day duty shall generally be permitted a period for the use of career progression and shift changeover preparation, other than fire call or operational duties, between 1600 and 1800 hours.

28. TRANSFER TO DAY WORK

The 10/14 (FBW) and 9/15 (Pearce) rostered employees shall not be utilised as 7.6 hour day workers in any circumstances, except where a rehabilitation or return to work program requires such a roster.

29. AMENITIES

29.1. The employer shall provide at each station/location such amenities as agreed between the Union, Other Employee Representatives, and the employer to provide for the preparation and consumption of meals, refreshments, recreation, and rest and recline.

29.2. 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.

29.3. A notice board will be provided in each workplace.

29.4. Tea, coffee, and Milo making facilities, including milk and sugar, will be provided at each location.

29.5. Facilities for preparing hot drinks shall be provided for employees on duty outside the station.

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

29.7. The employer will provide appropriate facilities as agreed between the Parties for female Firefighters at current career Fire Stations when the need arises.
29.8. The employer will adhere to the Consultative Process, contained in clause 6, for the design and specifications of Fire Stations, appliances and equipment to be used in any new station built after the commencement of this Agreement.

29.9. The Parties acknowledge that the buildings are the property and responsibility of the Department of Defence and that Broadspectrum (Australia) Pty Ltd does not have the final decision in the design and specifications of any Fire Station under this contract.

30. SHOWER AND CHANGING TIME

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

31. OVERTIME


31.1.1. All time 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 time and three quarters (175%) calculated to the nearest quarter of an hour.

31.1.2. When calculating overtime, the rate will be based on 100.00% of the pay prescribed for the employee’s classification. If the roster is changed, through the process set out in Clause 25, the percentage prescribed here may need to be modified to allow for any built in overtime in the hourly rate.

31.1.3. Overtime will be paid in each week it is worked.

31.2. Recall Allowances

31.2.1. An employee off-duty, who is recalled to duty, shall be paid a minimum of four (4) hours at time and three quarters (175%). If the work to be done is completed within four (4) hours the employee need not stay for the full four (4) hours.

31.2.2. An employee 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 (200%) from the commencement of the duty up to the normal commencement time of the rostered shift.

31.2.3. Where rostered overtime is cancelled by Broadspectrum (Australia) Pty Ltd, and the employee is given less than 12 hours’ notice of the cancellation, the employee will be entitled to 4 hours of normal pay.

31.2.4. An employee recalled to duty shall be paid travelling time at ordinary rates.

31.2.5. In addition, the payment of the Motor Vehicle Allowance, as set out in Schedule 3, per kilometre travelled, or part thereof, shall be made in respect of the distance travelled from home to work and return.

31.2.6. An employee must report for duty with their Personal Protective Equipment (PPE). At no time is an employee to “borrow or loan” any PPE. An employee will be eligible to be paid travel time, as per 31.2.5, and travel allowance, as per 31.2.6, from the time of receiving the call to such time as the employee signs on duty where:

   (i) The employee travels from home to their Parent Station to collect their PPE and on to the recall station, and

   (ii) From the recall station to their Parent Station to return their PPE or to their home, whichever is the less kilometres.

31.3. Retention
31.3.1. 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 time and three quarters (175%). If the work to be done is completed within four (4) hours the employee need not stay for the full four (4) hours.

31.3.2. Periods of less than sixty (60) minutes are regarded as normal overtime and paid in accordance with sub-clause 31.1.

31.3.3. An employee retained on duty after a night shift shall be entitled to at least eight (8) consecutive hours off duty, prior to commencing their next shift, without loss of pay for ordinary working time.

32. FATIGUE MANAGEMENT – TRAVEL ASSISTANCE

32.1. Where an employee and/or his or her Supervisor, in consultation with the Regional ARRFF Manager consider it is not safe for the employee to drive after having finished working, Broadspectrum (Australia) Pty Ltd 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.

33. ABSENCE AND FATIGUE REDUCTION PROGRAM(S)

33.1. The Union, Other Employee Representatives, employees, and Broadspectrum (Australia) Pty Ltd will cooperate in developing an absence reduction and fatigue reduction program(s) through the local Fire Station Consultative Committee.

34. ANNUAL LEAVE

34.1. Rostered Shift Workers

   34.1.1. Rostered shift workers are entitled to 210 hours paid leave (for each year of service that will accrue progressively through the year. The 210 hours entitlement is in accordance with the 5 week entitlement under the FW Act due to the requirements of shift work.

   34.1.2. Annual Leave shall be programmed in accordance with the operational requirements of the Fire Station. It is the responsibility of the employee and the Regional ARRFF Manager to make every endeavour to exhaust leave annually. In exceptional circumstances an employee may be granted Annual Leave on request at any time to the limit of the leave owing.

   34.1.3. Leave credits which accrue to an employee but have not been accessed during the preceding year will remain available.

   34.1.4. The employer will provide sufficient staff to allow all employees to access the full annual entitlement of Annual Leave credits.

   34.1.5. 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.

   34.1.6. An employee who has worked for the employer during an Annual Leave period will have these hours credited in lieu, by mutual agreement, and attached to the end of the annual leave period or to the start of the following annual leave period.

34.2. Non Rostered Employees

   34.2.1. Non rostered employees are entitled to 168 hours (4 weeks) Annual Leave on full pay each year of continuous service.
34.2.2. Non rostered employees working Monday to Friday who are required to take public holidays shall be paid at the applicable rate for that day. Where a non rostered employee is required to work on a public holiday they shall be paid a penalty loading of 175% in addition to their ordinary hours pay.

34.2.3. Non Rostered employees will be required to take Annual Leave that shadows the Department of Defence Christmas shut down period.

34.3. **Cashing Out of Annual Leave**

34.3.1. Broadspectrum (Australia) Pty Ltd and an employee may agree to the employee cashing out a particular amount of the employee’s accrued Annual Leave provided the following requirements are met:

   (i) each cashing out of a particular amount of accrued Annual Leave must be by separate written agreement between Broadspectrum (Australia) Pty Ltd and the employee that must:

       a. Be in writing and retained as an employee record;

       b. State the amount of accrued leave to be cashed out and the payment to be made to the employee;

       c. State the date on which the payment is to be made; and

       d. Be signed by the Broadspectrum (Australia) Pty Ltd and the employee.

   (ii) The employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave at the time it was cashed out; and

   (iii) Annual Leave must not be cashed out if the cashing out would result in the employee’s remaining accrued entitlement to annual leave being less than 4 weeks.

35. **PERSONAL LEAVE**

35.1. **Definition of Immediate Family**

35.1.1. For the purposes of determining the entitlement to Carer’s Leave or Bereavement Leave in this clause, the term “immediate family” includes:

   (i) 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 who lives with the employee as their partner on a bona fide domestic basis; and, 

   (ii) Child or an adult child (including an adopted child, a step child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

35.2. **Personal Leave**

35.2.1. An employee shall be entitled to payment for non-attendance on the ground of personal ill health or injury for 126 hours for each completed year of service. Personal Leave will accruze at the rate of 9.69 hours every four (4) weeks of continuous service.

35.2.2. Where an employee does not have any entitlement to Personal Leave, an advance of Personal Leave may be granted equal to the annual entitlement in clause 35.2.1. Payment hereunder may be adjusted at the time the employee leaves the service of the employer in the event of the employee having taken a greater allowance of Personal Leave then entitled to by length of service.
35.2.3. The unused portion of the employee's entitlement shall be allowed to accumulate and may be used in the next or any succeeding year.

35.2.4. The employee shall, as soon as reasonably practicable, advise the employer of their inability to attend for work, the nature of their illness or injury and the estimated duration of the absence.

35.2.5. An employee shall produce to the employer proof that would satisfy a reasonable person (Medical Certificate or Statutory Declaration) of the entitlement to paid leave under this Clause. Proof is not required for absence of less than two consecutive working shifts unless the total of such absence exceeds five full, or part shifts, in any one accruing year.

35.2.6. The entitlement of Personal Leave for anticipated or planned matters is only accessible for matters that cannot be rescheduled and are of a pressing or urgent nature (usually a medical or legal matter). Evidence that would satisfy a reasonable person must be supplied.

35.3. Sickness during periods of leave

35.3.1. The provisions of this clause also apply to an employee who suffers personal ill health or injury during the time when they are absent on Annual Leave or Long Service Leave. Subject to the provisions of this sub-clause, an employee may apply for, and the employer shall grant, paid Sick Leave in place of paid Annual Leave.

35.3.2. Employee’s may only claim replacement leave if the employee was confined to their place of residence or a hospital as a result of their personal ill health or injury for a period of seven consecutive days or more and they produce evidence to satisfy a reasonable person (i.e. Medical Certificate) that they were so confined.

35.3.3. Application for replacement leave shall be made within seven (7) days of resuming work. If the employee is unable to attend for work on the working day next following their Annual Leave or Long Service Leave they must notify the employer.

35.3.4. Replacement of paid Annual Leave or Long Service Leave by paid Sick Leave shall not exceed the period of paid Sick Leave to which the employee was entitled at the time they proceeded on Annual Leave or Long Service Leave and shall not be made with respect to fraction of a day.

35.3.5. Where paid Sick Leave has been granted by the employer in accordance with sub-clauses 35.3.1, 35.3.2, 35.3.3 and 35.3.4, that portion of the Annual Leave or Long Service Leave equivalent to the paid Sick Leave is hereby replaced by the paid Sick Leave. The replaced Annual Leave or Long Service Leave may be taken at another time mutually agreed to by the employer and the employee or, failing agreement, shall be added to the employee’s next period of Annual Leave or Long Service Leave. If termination occurs before the employee can take the replacement leave then they shall be paid in accordance with the provisions for payment of pro-rata Annual Leave or Long Service Leave at termination.

35.3.6. Payment for replaced Annual Leave shall be at the rate of wage applicable at the time the leave is subsequently taken.

35.3.7. If an employee is receiving Workers Compensation payments, he or she is not entitled to paid Sick Leave.

36. CARER’S LEAVE

36.1. Paid Leave Entitlement

36.1.1. An employee is entitled to use up to 48 hours (or equivalent of shift hours) personal/carer’s leave each year to care for members of their immediate family or household who are sick and require care and support.
36.1.2. 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.

36.2. Notice Required

36.2.1. Before taking Carer's Leave, an employee must give at least two hours’ notice before his or her next rostered starting time, unless they have a justified reason for not doing so.

36.2.2. The notice must include the name of the person requiring care and support and:

(i) their relationship to the employee;
(ii) the reasons for taking such leave; and
(iii) the estimated length of absence.

36.2.3. 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.

36.3. Evidence Supporting Claims

If required by the employer, the employee must establish the illness of the person concerned and that the illness is such as to require care by another. This is to be established through the production of a Medical Certificate or a Statutory Declaration.

36.4. Unpaid Leave

An employee may take unpaid Carer's Leave, in addition to their paid entitlement, by agreement with the employer.

37. BEREAVEMENT LEAVE

37.1. Paid Leave Entitlement

An employee is entitled to use up to 38 hours (or the equivalent of three consecutive shifts) paid Bereavement Leave on any occasion on which a member of the employee's immediate family or household dies.

37.2. Unpaid Leave Entitlement

Where an employee requires additional leave to that provided as paid leave in this clause, and has exhausted all Bereavement Leave, the employee can take additional leave as unpaid Bereavement Leave. The employer and the employee should agree on the length of the unpaid leave. In the absence of agreement, the employee is entitled to take up to the equivalent of two consecutive shifts unpaid leave.

37.3. Evidence Supporting Claim

The employer may require the employee to provide satisfactory evidence of the death of the member of the employee's immediate family or household.

38. COMPASSIONATE LEAVE

38.1. An employee may take Compassionate Leave when a member of the employee's immediate family or household develops a personal illness or injury that poses a serious threat to their life or dies.

38.2. Compassionate Leave can be taken in a single unbroken period of two days or two separate periods of one day each, or any separate periods agreed between the employer and the employee. The employee must give the manager any evidence that the manager reasonably requires of the illness, injury or death.
38.3. There is no limit on the amount of Compassionate Leave an employee can take (apart from the maximum of two days per occasion) so long as the employee meets the eligibility requirements outlined above.

39. CULTURAL LEAVE

Aboriginal and Torres Strait Islander employees are able to access Annual Leave, Personal / Carers Leave, Compassionate Leave and Leave Without Pay (if there is insufficient leave) to fulfil their cultural obligations i.e. Traditional Ceremonies or Sorry Business. Cultural Leave must be approved by the General Manager on recommendation from the employee’s immediate manager.

40. COMMUNITY SERVICE LEAVE

40.1. Employees, including casual employees, are entitled to be absent from work for the purpose of performing certain community service activities, as outlined in section 108 of FW Act, such as a ‘voluntary emergency management activity’ with a recognised emergency management body.

40.2. The following are examples of bodies that would be recognised for the purposes of community service leave:

- the State Emergency Service (SES)
- Volunteer Bush Fire Brigade (VBFB)
- Volunteer Fire and Rescue Service (VFRS)
- Volunteer Marine Rescue Service (VMRS)
- Volunteer Emergency Service Units (VESU)
- the RSPCA (in respect of animal rescue during emergencies).

40.3. When making an application for Community Service Leave employees must notify their manager as soon as possible. There is no set limit on the amount of Community Service Leave an employee is entitled to. An employee is entitled to be absent from his or her employment for the time that the employee is engaged in the eligible community service activity, including reasonable travel time and reasonable rest immediately following the activity.

40.4. Community Service Leave is unpaid except in relation to Jury Service, see clause 44.

41. OTHER PAID LEAVE

Other paid special leave shall only be granted when approved in writing by the Regional ARRFF Manager, or other manager as delegated by the appropriate Authorities Matrix.

42. UNPAID LEAVE OF ABSENCE

Unpaid Leave of Absence or Leave Without Pay (LWOP) shall only be granted when approved by the relevant manager. Except to the extent provided by legislation, Annual, Long Service, Sick and other types of leave shall not accrue during Unpaid Leave of Absence. All relevant paid leave entitlements should be exhausted before leave without pay is taken. Any such leave will not break the employee’s continuity of service.

43. PARENTAL LEAVE

43.1. General Entitlement

43.1.1. Employees will be entitled to the parental leave entitlement contained in this agreement once the employee has been employed on a full or part-time basis for at continuous period of at least 12 months continuous service.
43.1.2. Broadspectrum (Australia) Pty Ltd, upon receiving notice of an employee taking Parental Leave, may ask the employee to provide evidence that would satisfy a reasonable person of:

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

(ii) the day of placement, or expected day of placement of the child, and that the child is, or will be, under 16 years of age at the day of, or expected day of, placement; and has not lived continuously with the employee for more than 6 months;

(iii) Evidence to satisfy a reasonable person that the employee has responsibility for the care of the child.

43.1.3. Employees may have access to other forms of leave, except paid Personal Leave, Carers Leave, or Compassionate Leave, under the terms of this Agreement for this purpose, through negotiation with the employer. Any paid leave will be taken concurrently with the unpaid Parental Leave entitlement.

43.1.4. Employees taking Parental Leave must give at least 10 weeks notice before commencing leave. If this is not practicable then notice must be given as soon as practicable. An employee will not be in breach of the notice requirements due to circumstances such as premature birth or a required change of the placement date by an adoption agency or other compelling circumstances.

43.1.5. The notice must contain the intended start and end dates of the leave.

43.1.6. When returning to work from Parental Leave employees must confirm their start date with at least 4 weeks notice before their intended date to recommence work – unless not practicable to do so.

43.1.7. Employees may vary or change their start and end dates of leave, with agreement of Broadspectrum (Australia) Pty Ltd. Any such change will still require the employee to give 4 weeks notice before recommencing work.

43.1.8. At the conclusion of a period of Parental Leave the employee will be entitled to resume employment in their position engaged in before taking leave, or where this is not possible, on conditions not less than prior to taking leave.

43.2. **Unpaid Parental Leave Entitlement**

43.2.1. Employees are entitled to an aggregate total of 52 weeks parental leave associated with the birth, or placement of an adopted child, if the employee has or will have the responsibility for the care of the child.

43.2.2. The period of unpaid parental leave may be extended to 24 months in aggregate total if requested by the employee, with Broadspectrum (Australia) Pty Ltd not to unreasonably deny an extension. Such a requested must be in writing 4 weeks before the end of the initial period of parental leave.

43.2.3. Parental Leave must be taken in one continuous period that must not start later than the date of birth or placement of the child; except for pregnant employees who can start leave 6 weeks before the expected date of birth or at an earlier stage if agreed with the employer.

Despite this, employees can commence Parental Leave at any time within 12 months after the birth or placement of the child if they have responsibility for the care of the child. In such situations the employees spouse or de facto partner must not be employed by Broadspectrum (Australia) Pty Ltd and must have had responsibility for the care of the child from the time of the birth, or placement, of the child until the commencement of the leave period.
43.2.4. If both parents are employees of Broadspectrum (Australia) Pty Ltd the total aggregate of leave is 24 months between them, which generally must be taken separately and in a single continuous period. Employee couples can take concurrent leave for a maximum 8 weeks, which may be taken in separate periods though no period can be less than 2 weeks. Concurrent leave must also be taken immediately following the birth or placement of the child, unless otherwise agreed with Broadspectrum (Australia) Pty Ltd.

43.3. **Paid Parental Leave**

43.3.1. Employees are also eligible for paid parental leave if they have the responsibility for the care of the child immediately following the birth or placement of the child. Any Paid Parental Leave will form part of their aggregate 52 weeks Unpaid Parental Leave period outlined in this clause.

The Paid Parental Leave entitlement will vary on the length of service, with:

(i) Employees with 0 to 12 months continuous service not entitled to any paid leave entitlement;

(ii) Employee with 12 to 24 months of continuous service entitled to 4 weeks paid leave entitlement;

(iii) Employees with 24 months or more of continuous service entitled to 8 weeks paid leave entitlement.

43.3.2. Payment of the relevant entitlement will be divided, with half paid to the employee at the commencement of their period of Paid Parental Leave and the remainder upon the employees return to work. Employee may elect to receive the first payment at half pay. Payments will be based on the employee’s normal pay immediately prior to taking leave.

43.3.3. Termination of employment within 12 months of receipt of the final lump sum, except in circumstances of redundancy, the employee must repay a pro-rata amount equal to the period of the 12 months not served.

43.3.4. In addition to the paid parental leave provided by Broadspectrum, eligible employees may also receive up to 18 weeks Parental Leave pay and/or 2 weeks Dad and Partner Leave at the rate of the National Minimum Wage, as outlined in the *Paid Parental Leave Act 2010*.

43.4. **Additional Specific Parental Leave Entitlements**

43.4.1. Maternity Leave

(a) A pregnant employee who works within 6 weeks of the expected due date may be required by Broadspectrum (Australia) Pty Ltd to provide a medical certificate stating that the employee is fit for work, and if so, whether the employee can continue in her current position.

(b) At any time during the pregnancy, if in the opinion of a Medical Practitioner, the pregnant employee is unable to continue in their current position because of illness or risks arising out of the pregnancy or particular hazards connected with the current position, which make it inadvisable that the employee continue such work, the employee will be, if practicable, transferred to an alternative appropriate safe job until the commencement of maternity leave.

a. The employee will be paid at their pre-transfer position full rate of pay for hours worked in the appropriate safe job.

b. If the employee qualifies for unpaid parental leave and the employee cannot be placed in suitable alternative employment, the employee will
be entitled to Paid No Safe Job Leave for as long as deemed necessary by a Medical Practitioner or until the pregnancy ends.

c. If the employee does not qualify for unpaid parental leave and the employee cannot be placed in suitable alternative employment, the employee will be entitled to Unpaid No Safe Job Leave for the duration deemed necessary by a Medical Practitioner or until the pregnancy ends.

(c) Where a pregnant employee suffers illness due to her pregnancy, she may take paid personal or careers leave or, if the employee has no paid entitlements remaining, unpaid maternity leave that will count towards the 52 week Parental Leave entitlement.

43.4.2. Special Maternity Leave

Employees who suffer a pregnancy related illness or where the pregnancy ends due to miscarriage up to 28 weeks before the expected date, or in the event of a still birth or the child dies after birth, the employee will be entitled to unpaid maternity leave. The leave period will is indeterminate, as long as the employee has supporting certificates from a Medical Practitioner.

43.4.3. Paternity and Partner Leave

Employees who are dads or partners are entitled to one week (up to 4 shifts) of paid leave to assist in the care and attention of their partner and child upon birth of their child.

43.4.4. Adoption Leave:

(a) Employees are entitled to two (2) days of unpaid leave for pre-adoption interviews, examinations and approvals. The two days can be taken consecutively or singularly, as agreed with Broadspectrum (Australia) Pty Ltd. An employee must have no other authorised leave to be eligible for the pre-adoption leave.

(b) If the adoption placement does not proceed the employee will notify the employer at soon as practicable, with the employer nominating a time not exceeding four weeks for the employees return to work.

44. JURY SERVICE

44.1. An employee required to attend Jury Service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such Jury Service and the amount of wage they would have received in respect of the ordinary time they would have worked had they not been on Jury Service.

44.2. An employee shall notify their employer as soon as possible of the date upon which they are required to attend for Jury Service. Further the employee shall give their employer proof of their attendance, the duration of such attendance, and the amount received in respect of such Jury Service.

45. DEFENCE FORCES RESERVE LEAVE

45.1. If an employee is a Defence Reservist the employee is entitled to up to ten (10) work days leave each year to undertake Defence service.

45.2. Additional leave may be granted for service or training as required by the Australian Defence Force.

45.3. All Defence Service Leave, whether paid or unpaid, will count as continuous service for all purposes, except for unpaid leave in excess of six (6) months which will not count for Annual Leave purposes.
45.4. The Employer requires proof of an employee’s attendance for Defence service. Whenever possible, the employee should provide at least three (3) months’ notice from the Australian Defence Force of a requirement to undertake Defence service.

45.5. Employees who take Defence Force Reserves Leave have their employment status and entitlements protected, and are protected from discrimination and negative impacts on employment opportunities due to their service as per the Defence Reserves Service (Protection) Act 2001.

46. **LONG SERVICE LEAVE**

46.1. **Entitlement to Long Service Leave**

46.1.1. Employees will be entitled to thirteen (13) weeks’ Long Service Leave, based on the employee’s average weekly hours of work, on the completion of a ten (10) year period of continuous service.

46.1.2. All continuous service, of a 5 year period, completed after the initial 10 year period will entitle the employee to six and a half (6 ½) weeks Long Service Leave.

46.1.3. All continuous service shall accrue such leave at the rate of 1.3 weeks for each year or part thereof.

46.1.4. Where an employee has completed ten (10) years of continuous service, and the employment is terminated by death of the employee or for reasons other than serious misconduct, the employee is entitled to be paid on termination a pro-rata entitlement based on the amount of accrued continuous service.

46.1.5. Where an employee has completed seven (7) years of continuous service, and the employment is terminated by the death of the employee, or any other reason but serious misconduct, a pro-rata entitlement based on the above rate of the accrual will be paid to the employee or vested in the employee’s estate.

46.1.6. Except as provided by this clause, the provisions of the Long Service Leave Act 1958 (WA) (LSL Act) shall apply.

46.2. **Continuous Service**

46.2.1. For the purpose of this clause, in conjunction and addition with section 6 of the LSL Act, continuous service will be deemed to include:

(i) Absence on Annual Leave, Long Service Leave, or public holidays;

(ii) Absence on paid Sick Leave;

(iii) Absence on paid or unpaid Bereavement Leave;

(iv) Absence on Parental Leave;

(v) Absence on approved Sick Leave without pay except that portion of continuous absence which exceeds three (3) months;

(vi) Absence on Workers Compensation except that portion of a continuous absence which exceeds six (6) months;

(vii) Absence on approved leave without pay, other than Sick Leave without pay, not exceeding an aggregate of two (2) weeks in any qualifying period.

(viii) Absence on approved Defence Force Reserve Service Leave.

46.3. **Granting of Leave**

46.3.1. The day on which an employee will commence his or her Long Service Leave will be by agreement between the employer and employee, provided that the employer, as far as
possible and having regard to the relief available and other factors, grant such leave in the order of priority of length of continuous service. The employer will not unreasonably withhold the granting of leave under this sub-clause.

46.3.2. Wherever possible, not less than one (1) months’ notice will be given to an employee of the date on which their Long Service Leave will commence.

46.3.3. Long Service Leave will be arranged and taken in accordance with the rostering arrangement that has been developed and agreed between the Parties.

46.3.4. Employees who take Long Service Leave must take an amount sufficient, which is no less than 8 days, to ensure that they employee commences back at work on their rostered shift.

46.4. Public Holidays

Any public holidays occurring during the period in which an employee is on long service leave will be calculated as a portion of the long service leave, and no extra days will be granted.

46.5. Exchange of Leave

46.5.1. Employees, by written application to the employer, may apply to exchange their Long Service Leave periods, and such exchanges will occur subject to the needs of the employer.

47. EXCHANGE OF SHIFTS (STANDBY)

47.1. In order to reduce domestic and family pressure on individuals, due to the requirements of permanent shift work, staff will be allowed to swap or exchange shifts on a mutual basis. This will occur in accordance with shift change procedures established by the Fire Stations and the employer’s policy on back-to-back shifts. Part shifts will also be able to be exchanged on an hour for hour basis, with the approval of the Station Officer.

47.2. Rostered shift employees may exchange shifts subject to:

(i) Exchange shift forms being completed, submitted, and approved in compliance with this clause, and

(ii) The reliever accepting full responsibility for the particular shift, and

(iii) The reliever being sufficiently qualified and experienced to carry out the rostered duties.

47.3. Employees who are absent on Personal Leave when they have committed to a shift Stand-by must provide evidence that would satisfy a reasonable person to support that absence. In the case of the employee’s own illness or injury, or the illness or injury of a member of the employee’s household and/or family, this evidence may include a Statutory Declaration or a Medical Certificate.

47.4. Should the shift Stand-by be taken consecutively with a Personal Leave absence, the employee must provide evidence that would satisfy a reasonable person to support that absence. In the case of the employee’s own illness or injury, or the illness or injury of a member of the employee’s household and/or family, this evidence may include a Statutory Declaration or a Medical Certificate.

47.5. Wherever possible, without jeopardising service delivery, no employee will work more than two consecutive shifts.
47.6. Approval Matrix for Shift Standbys

<table>
<thead>
<tr>
<th>Type of Leave</th>
<th>Authorising authority</th>
<th>Lead Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Short Term (up to 2 Hrs)</td>
<td>Station Officer</td>
<td>As Recorded</td>
</tr>
<tr>
<td>Single Shift Standbys (1 x shift)</td>
<td>Station Officer</td>
<td>As Approved</td>
</tr>
<tr>
<td>2 consecutive standbys</td>
<td>Station Officer</td>
<td>24 Hours</td>
</tr>
<tr>
<td>3 and above consecutive standbys</td>
<td>Regional ARRFF Manager</td>
<td>1 Week</td>
</tr>
</tbody>
</table>

48. HEALTH AND FITNESS

All employees are required to maintain a reasonable standard of fitness necessary to perform firefighting duties in a safe and proper manner.

48.1. Physical Fitness Training

48.1.1. Broadspectrum (Australia) Pty Ltd will provide at least sixty (60) minutes each shift, and the necessary equipment, for on-duty employees to undertake physical fitness training at the relevant Fire Stations, and fifteen (15) minutes shower and change time.

48.1.2. Any emergency operations or other duties shall take precedence over physical fitness training.

49. WORKPLACE REPRESENTATIVES

49.1. Upon written advice from the Branch Secretary of the Union that a member has been elected as a Workplace Representative, the employer shall recognise that employee as a Workplace Representative being accredited by the Union for the purpose of representing the industrial interests of Union members at the workplace.

49.2. A Workplace Representative will be entitled to up to five (5) days’ paid leave (at the employee’s ordinary rate) per year to undertake training aimed at promoting sound industrial relations in the workplace and that will assist the employee in his or her settlement of disputes.

49.3. The time of such leave will be agreed between the employee and the employer so as to minimise any adverse effect on operational requirements. Provided reasonable written notice has been given to the employer, consent for the leave will not be unreasonably withheld by the employer.

49.4. All other costs related to attendance at a training course will be the responsibility of the Union.

50. IVMS

50.1. 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.
SIGNATORIES

FOR AND ON BEHALF OF BROADSPECTRUM (AUSTRALIA) PTY LTD

Name in full (printed): DAV. J. BROOKS
Signature: 
Position/Authority to sign: GREENFANE WARD
Employer’s Address: 8 HABERDASHERY ROAD, DALBY
Date: 2/7/16
Witnessed By:
Name in full (printed): MELODY RILEY
Signature: 

FOR AND ON BEHALF OF THE UNITED FIREFIGHTERS’ UNION OF AUSTRALIA (WEST AUSTRALIAN BRANCH)

Name in full (printed): LEA ANDERSON
Signature: 
Position/Authority to sign: DEPUTY DEPUTY SECRETARY
Representative’s Address: 21 View St, North Perth 6006
Date: 2/8/2016
Witnessed By:
Name in full (printed): THOMAS MACK NOLAN
Signature: 

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SCHEDULE 1 — QUALIFICATIONS — MINIMUM REQUIREMENTS

PUA20613 Certificate II in Public Safety (Firefighting and Emergency Operations) Firefighter
Class 2 plus Cert 3 units listed in 4.1.

Qualification requirement: 11 units - All 8 core units plus 3 elective units (or as amended, updated or replaced)

<table>
<thead>
<tr>
<th>Required</th>
<th>Code</th>
<th>Core Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓</td>
<td>PUAIR125</td>
<td>Prevent injury</td>
</tr>
<tr>
<td>✓</td>
<td>PUAIR203B</td>
<td>Respond to urban fire</td>
</tr>
<tr>
<td>✓</td>
<td>PUAIR207B</td>
<td>Operate breathing apparatus open circuit</td>
</tr>
<tr>
<td>✓</td>
<td>PUAEQU001B</td>
<td>Prepare, maintain and test response equipment</td>
</tr>
<tr>
<td>✓</td>
<td>PUAOPE013A</td>
<td>Operate communications systems and equipment</td>
</tr>
<tr>
<td>✓</td>
<td>PUATEA001B</td>
<td>Work in a team</td>
</tr>
<tr>
<td>✓</td>
<td>HLTFA211A</td>
<td>Provide basic emergency life support</td>
</tr>
<tr>
<td>✓</td>
<td>PUASAR022A</td>
<td>Participate in a rescue operation</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Desired</th>
<th>Code</th>
<th>Elective Units</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PUAIR218</td>
<td>Respond to isolated/remote structure fire</td>
</tr>
<tr>
<td>✓</td>
<td>PUAIR204B</td>
<td>Respond to wildfire</td>
</tr>
<tr>
<td>✓</td>
<td>PUAIR205B</td>
<td>Respond to aviation incident (specialist)</td>
</tr>
<tr>
<td></td>
<td>PUAIR206B</td>
<td>Check installed fire safety systems</td>
</tr>
<tr>
<td></td>
<td>PUAIR208B</td>
<td>Participate in community safety activities</td>
</tr>
<tr>
<td>✓</td>
<td>PUAIR209B</td>
<td>Work safely around aircraft</td>
</tr>
<tr>
<td></td>
<td>PUAIR216</td>
<td>Undertake hover-exit operations from helicopter</td>
</tr>
<tr>
<td></td>
<td>PUAIR217</td>
<td>Undertake helicopter winch operations</td>
</tr>
<tr>
<td></td>
<td>PUAIR212B</td>
<td>Rappel from helicopter</td>
</tr>
<tr>
<td></td>
<td>PUACOM011B</td>
<td>Develop community awareness networks</td>
</tr>
<tr>
<td></td>
<td>PUACOM002B</td>
<td>Provide services to clients</td>
</tr>
<tr>
<td></td>
<td>PUAOHS001C</td>
<td>Follow defined occupational health and safety policies and procedures</td>
</tr>
<tr>
<td></td>
<td>PUALAW001B</td>
<td>Protect and preserve incident scene</td>
</tr>
<tr>
<td></td>
<td>PUASAR023A</td>
<td>Participate in an urban search and rescue Category 1</td>
</tr>
<tr>
<td></td>
<td>PUASAR033</td>
<td>Perform land based swift water and floodwater rescue and recovery</td>
</tr>
<tr>
<td></td>
<td>PUATEA004D</td>
<td>Work effectively in a public safety organisation</td>
</tr>
<tr>
<td></td>
<td>FPICOT2239A</td>
<td>Trim and cut felled trees</td>
</tr>
<tr>
<td></td>
<td>PUAIR309B</td>
<td>Operate pumps</td>
</tr>
</tbody>
</table>
PUA30613 Certificate III in Public Safety (Firefighting and Emergency Operations) Firefighter Class 3.

Qualification requirement: 12 units - All 9 core units plus 3 elective units (or as amended, updated or replaced).

<table>
<thead>
<tr>
<th>Required</th>
<th>Code</th>
<th>Core Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓</td>
<td>PUAFIR302B</td>
<td>Suppress urban fire</td>
</tr>
<tr>
<td>✓</td>
<td>PUAFIR320</td>
<td>Render hazardous materials incidents safe</td>
</tr>
<tr>
<td>✓</td>
<td>PUAFIR308B</td>
<td>Employ personal protection at a hazardous materials incident</td>
</tr>
<tr>
<td>✓</td>
<td>PUAFIR309B</td>
<td>Operate pumps</td>
</tr>
<tr>
<td>✓</td>
<td>PUAVEH001B</td>
<td>Drive vehicles under operational conditions</td>
</tr>
<tr>
<td>✓</td>
<td>HLTFA311A</td>
<td>Apply first Aid</td>
</tr>
<tr>
<td>✓</td>
<td>PUAOHS002B</td>
<td>Maintain safety at an incident site</td>
</tr>
<tr>
<td>✓</td>
<td>HLTFA404C</td>
<td>Apply advanced resuscitation techniques</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Desired Code</th>
<th>Elective Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓ PUAFIR301B</td>
<td>Undertake community safety activities</td>
</tr>
<tr>
<td>✓ PUAFIR303B</td>
<td>Suppress wildfire</td>
</tr>
<tr>
<td>✓ PUAFIR304B</td>
<td>Respond to marine emergencies</td>
</tr>
<tr>
<td>✓ PUAFIR305B</td>
<td>Respond to aviation incidents (general)</td>
</tr>
<tr>
<td>✓ PUAFIR316</td>
<td>Identify, detect and monitor hazardous materials at an incident</td>
</tr>
<tr>
<td>✓ PUAFIR317</td>
<td>Operate aerial appliances</td>
</tr>
<tr>
<td>✓ PUAFIR318</td>
<td>Operate specialist appliances</td>
</tr>
<tr>
<td>✓ PUAFIR311B</td>
<td>Dispatch rappel personnel and equipment from a helicopter</td>
</tr>
<tr>
<td>✓ PUAFIR312B</td>
<td>Operate aerial ignition equipment in an aircraft</td>
</tr>
<tr>
<td>✓ PUAFIR313B</td>
<td>Operate aviation support equipment</td>
</tr>
<tr>
<td>✓ PUAFIR314B</td>
<td>Utilise installed fire safety systems</td>
</tr>
<tr>
<td>✓ PUAFIR315B</td>
<td>Navigate from an aircraft</td>
</tr>
<tr>
<td>✓ TAadel301A</td>
<td>Provide work skill instruction</td>
</tr>
<tr>
<td>✓ PUacom005B</td>
<td>Foster a positive organisation image in the community</td>
</tr>
<tr>
<td>✓ PUacom006B</td>
<td>Plan and conduct a public awareness program</td>
</tr>
<tr>
<td>✓ Pualaw002B</td>
<td>Conduct initial investigation at incident scene</td>
</tr>
<tr>
<td>✓ Puaope014A</td>
<td>Navigate to an incident</td>
</tr>
<tr>
<td>✓ PUasar024A</td>
<td>Undertake road crash rescue</td>
</tr>
<tr>
<td>✓ PUasar032A</td>
<td>Undertake vertical rescue</td>
</tr>
<tr>
<td>✓ PUasar025A</td>
<td>Undertake confined space rescue</td>
</tr>
<tr>
<td>✓ PUasar030A</td>
<td>Undertake trench rescue</td>
</tr>
<tr>
<td>✓ PUasar026A</td>
<td>Undertake industrial and domestic rescue</td>
</tr>
<tr>
<td>✓ PUasar027A</td>
<td>Undertake land search rescue</td>
</tr>
<tr>
<td>✓ PUasar028A</td>
<td>Undertake rescue from a partial structural collapse</td>
</tr>
<tr>
<td>✓ PUasar029A</td>
<td>Undertake a complex transport rescue</td>
</tr>
<tr>
<td>✓ PUasar031A</td>
<td>Undertake an urban search and rescue Category 2</td>
</tr>
<tr>
<td>✓ PUasar034</td>
<td>Undertake swiftwater and floodwater rescue and recovery</td>
</tr>
<tr>
<td>✓ HLTFA412A</td>
<td>Apply advanced first aid</td>
</tr>
</tbody>
</table>
PUASAR018A Select and maintain canines to be part of a canine search team for USAR incidents

PUASAR019A Train canines to work in a USAR environment

PUASAR020A Develop canine search team for USAR incidents

PUASAR021A Search as part of a canine search team at USAR incidents

PUAOPE020A Lead a crew

PUATEA002B Work Autonomously

Maximum of 2 units below can be counted towards this qualification.

PUATEA004B Work effectively in a public safety organisation

BSBCMM401A Make a presentation

PUA40313 Certificate IV in Public Safety (Firefighting Supervision) Station Officer

TAA Cert 4 Trainer & Assessor required.
Qualification requirement: 11 Units. All 3 core units plus 8 elective units. Only 2 of the TAE units can be counted towards this qualification (or as amended, updated or replaced).

<table>
<thead>
<tr>
<th>Required</th>
<th>Code</th>
<th>Core Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓</td>
<td>PUAOPE012A</td>
<td>Control a Level 1 incident</td>
</tr>
<tr>
<td>✓</td>
<td>PUAOPE015A</td>
<td>Conduct briefings/debriefings</td>
</tr>
<tr>
<td>✓</td>
<td>PUATEA003B</td>
<td>Lead, manage and develop teams</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Desired</th>
<th>Code</th>
<th>Elective Units</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PUAFIR401B</td>
<td>Obtain incident intelligence</td>
</tr>
<tr>
<td>✓</td>
<td>PUAFIR416</td>
<td>Supervise specialist response to aviation incidents</td>
</tr>
<tr>
<td></td>
<td>PUAFIR403B</td>
<td>Assess building plans</td>
</tr>
<tr>
<td></td>
<td>PUAFIR404B</td>
<td>Inspect dangerous goods facilities</td>
</tr>
<tr>
<td></td>
<td>PUAFIR405B</td>
<td>Collect, analyse and provide regulatory information</td>
</tr>
<tr>
<td></td>
<td>PUAFIR412</td>
<td>Develop simple prescribed burn plans</td>
</tr>
<tr>
<td></td>
<td>PUAFIR413</td>
<td>Conduct simple prescribed burn</td>
</tr>
<tr>
<td></td>
<td>PUAFIR408B</td>
<td>Plan aircraft operations</td>
</tr>
<tr>
<td></td>
<td>PUAFIR409B</td>
<td>Develop air attack strategies</td>
</tr>
<tr>
<td>✓</td>
<td>BSBMGTT401A</td>
<td>Show leadership in the workplace</td>
</tr>
<tr>
<td></td>
<td>PUACOM011B</td>
<td>Develop community awareness networks</td>
</tr>
<tr>
<td></td>
<td>PUACOM012B</td>
<td>Liaise with the media at a local level</td>
</tr>
<tr>
<td></td>
<td>PUAMAN002B</td>
<td>Administer workgroup resources</td>
</tr>
<tr>
<td></td>
<td>PUAC0M006B</td>
<td>Plan and conduct a public awareness program</td>
</tr>
<tr>
<td></td>
<td>PUAEMR022</td>
<td>Establish context for emergency risk assessment</td>
</tr>
<tr>
<td></td>
<td>TAEASS401B</td>
<td>Plan assessment activities and process</td>
</tr>
<tr>
<td></td>
<td>TAEASS301B</td>
<td>Contribute to assessment</td>
</tr>
<tr>
<td></td>
<td>TAEASS402B</td>
<td>Assess competence</td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
<td></td>
</tr>
<tr>
<td>-------------</td>
<td>--------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>TAEASS403B</td>
<td>Participate in assessment validation</td>
<td></td>
</tr>
<tr>
<td>TAEDEL301A</td>
<td>Provide work skill instruction</td>
<td></td>
</tr>
<tr>
<td>TEADEL401A</td>
<td>Plan, organise and deliver group based learning</td>
<td></td>
</tr>
<tr>
<td>TAEDEL402A</td>
<td>Plan, organise and facilitate learning in the workplace</td>
<td></td>
</tr>
<tr>
<td>PUAFIR415</td>
<td>Supervise machinery use in wildfire operations</td>
<td></td>
</tr>
<tr>
<td>PUAFIR414</td>
<td>Interpret and analyse fire weather information</td>
<td></td>
</tr>
<tr>
<td>CPPSIS4026A</td>
<td>Read and interpret image data</td>
<td></td>
</tr>
<tr>
<td>PUAFIR410A</td>
<td>Provide safety advice at a rural/land management incident</td>
<td></td>
</tr>
<tr>
<td>PUAFIR411A</td>
<td>Provide safety advice at an urban incident</td>
<td></td>
</tr>
<tr>
<td>PUOPE016A</td>
<td>Manage a multi team sector</td>
<td></td>
</tr>
<tr>
<td>BSBCMM401A</td>
<td>Make a presentation</td>
<td></td>
</tr>
<tr>
<td>TAEDEL404A</td>
<td>Mentor in the workplace</td>
<td></td>
</tr>
</tbody>
</table>

NOTE: It is important to note that where units of competency within this qualification have prerequisite requirements, the learner must have been assessed as competent within a fire context prior to undertaking training or assessment.

NOTE: The training matrix will be reviewed during the life of this Agreement, with any agreed changes to be acknowledged in an exchange documents by both parties.
SCHEDULE 2 — UNIFORM AND EQUIPMENT LIST

The employer will provide all employees with suitable work clothing and uniform as listed below (uniform items will be replaced as required based on fair wear and tear):

- Polo Night Shirt (L/S) with Fire & Rescue embroidery & Logo 4ea
- Working Dress Shirt (L/S) with arm badges and epaulettes 4ea
- V-Neck Jumper With Logo & Fire & rescue embroidery 1ea
- Wet Weather Jacket (HI-VIS) 1ea
- Wide Brim Hat 1ea
- Baseball Cap 1ea
- Winter Beanie 1ea
- Working Dress Trousers 4 pr
- Leather Belt & Buckle 1ea
- Leatherman Tool 1ea
- Firefighter Structural Boots 2pr
- Station Safety Boots 1pr
- Hazmat Rubber Boots 1pr
- Bushfire Response Boots 1pr
- Firefighter Specific Equipment Bag (Large) 2 ea
- Firefighter Helmet Bag 2ea
- Firefighter Turnout Tunic (Level 1) (SO Panels for SO’s) 1ea
- Firefighter Turnout Tunic (Level 2) (SO Panels for SO’s) 1ea
- Firefighter Turnout Pants (Level 2) 1pr
- Bushfire Turnout Tunic (Level 1) 1pr
- Bushfire Turnout Overpants (Level 1) 1pr
- Firefighter Gloves (Level 1) 1pr
- Firefighter Gloves (Level 2) 1pr
- Bushfire Turnout Gloves 1pr
- Airfield Flying Gloves 1pr
- Firefighter Helmet (with name and BRS helmet sticker) 1ea
- Bushfire Helmet (with name and BRS helmet sticker) 1ea
- Helmet Torch and Bracket 2 ea
- Anti-Flash hood 1ea
- Earmuffs 1pr
- Earmuffs Hygiene Kit 1ea
- Resuscitation Mask 1ea
- Safety Glasses/Goggles Clear 1pr
<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bushfire Goggles</td>
<td>1 pr</td>
</tr>
<tr>
<td>Safety Sunglasses</td>
<td>1 pr</td>
</tr>
<tr>
<td>Safety Glasses Prescription (If required)</td>
<td>1 pr</td>
</tr>
<tr>
<td>Safety Sunglasses Prescription (If required)</td>
<td>1 pr</td>
</tr>
</tbody>
</table>
SCHEDULE 3 — SALARIES AND ALLOWANCES

Annual Wages

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>ANNUAL SALARY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>From first full pay period on or after</td>
</tr>
<tr>
<td></td>
<td>12 September 2015</td>
</tr>
<tr>
<td></td>
<td>From first full pay period on or after</td>
</tr>
<tr>
<td></td>
<td>12 September 2016</td>
</tr>
<tr>
<td></td>
<td>From first full pay period on or after</td>
</tr>
<tr>
<td></td>
<td>12 September 2017</td>
</tr>
<tr>
<td></td>
<td>From first full pay period on or after</td>
</tr>
<tr>
<td></td>
<td>12 September 2018</td>
</tr>
<tr>
<td>Firefighter Class 1</td>
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<tr>
<td>Firefighter Class 2</td>
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<tr>
<td>Station Officer</td>
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</tbody>
</table>

NOTE: Annual Wages are based upon a composite hourly wage. Refer to clause 16 Wages.

Allowances

| ALLOWANCE               | From first full pay period on or after             |
|                        | 12 September 2015                                  |
|                        | From first full pay period on or after             |
|                        | 12 September 2016                                  |
|                        | From first full pay period on or after             |
|                        | 12 September 2017                                  |
|                        | From first full pay period on or after             |
|                        | 12 September 2018                                  |
| Breakfast              | 20.04                                             |
| Lunch                  | 35.23                                             |
| Dinner                 | 49.48                                             |
| Living Away            | 26.39                                             |
| Deployment             | 230                                               |
| Site Specific          | 20                                                |
| Motor Vehicle          | 0.84                                              |
| Trainer / Assessor     | 21                                                |
| First Aid Certificate  | 15                                                |

The rates in the above tables reflect the following increases:

- 2.5 % effective from the first full pay period commencing on or after 12 September 2015;
- 2.5 % effective from the first full pay period commencing on or after 12 September 2016;
- 2.5 % effective from the first full pay period commencing on or after 12 September 2017; and
- 2.5 % effective from the first full pay period commencing on or after 12 September 2018.

Note: The parties agree that there will not be a further increase in salaries or allowances before the first full pay period commencing on or after 12 September 2019.
SCHEDULE 4 – BROADSPECTRUM EMPLOYEE WELLBEING POLICY

All work sites comply with the applicable local health, safety and environment legislation. Procedures are developed taking account of this Global HSE Standard.

General Wellbeing

- Workplace specific wellbeing programs and procedures are developed by all work sites, in consultation with and employees and their representatives to:
  - Address lifestyle, fitness and health and safety issues
  - Encourage employee wellness and pro-actively manage risks of illness
  - Actively promote exercise, healthy eating and a smoke free environment to improve or maintain employees own well-being.
- Recognising that fatigue, use of illicit drugs or misuse of alcohol may be symptoms of other underlying issues, arrangements are in place to:
  - Communicate to all employees, methods to access appropriate assistance for any issue that may impact fitness for work.
  - Provide confidential employee assistance and counselling services for the benefit of all employees and their family living with them.

Drugs and Alcohol

- Broadspectrum’s smoke-free work policy applies inclusively to company vehicles.
- Possession or consumption of illicit drugs or unauthorised use of alcohol on company premises or sites is prohibited.
- All sites and operations implement procedures and programs to actively reduce the workplace health and safety risks associated with the use or misuse of medication, illicit drugs or alcohol.
- Information and education is provided to employees on the potential impacts of medication, illicit drugs, alcohol and other issues relating to general well-being and work performance.
- Alcohol may be served at approved organised functions, subject to the following conditions:
  - Organised functions occur away from the work site / office unless approved by the CEO.
  - Organised functions have the approval of an Executive General Manager / President or equivalent.
  - Responsible service practice applies, i.e. low alcohol and non-alcoholic alternatives and food must be available.
  - The most senior manager present is responsible for the function.
  - Organised functions are planned to ensure that personnel do not return to duty after consuming alcohol.

Fatigue Management

- The risk of fatigue is adequately assessed, monitored and managed in the workplace by the identification of all tasks and projects that have a high fatigue risk to employees.
- Shutdowns, excessive office hours, long distance travel, block working in remote areas; emergency response / night shifts will be monitored by managers to assess the risk of fatigue.
• Managers will implement appropriate strategies for the management of working hours including measurement and monitoring of hours worked.

Work Life Balance

• Employees are encouraged to take periodic annual leave to maintain the life balance between life, family and friends.

• Leave breaks should be planned and taken regularly.

• Managers monitor and manage annual leave accumulation.
SCHEDULE 5 – BROADSPECTRUM DRUG AND ALCOHOL TESTING PROCEDURE

1. PURPOSE

To ensure that employees and contractors working for Broadspectrum and its subsidiaries in Australia, are fit to safely perform the full range of duties associated with their role and do not place themselves or their colleagues at risk of harm from alcohol or drug impairment.

2. SCOPE

2.1. The requirements of this procedure apply to all persons (employees, contractors) on Broadspectrum’s worksites and/or conducting work on behalf of Broadspectrum (including subsidiaries and their employees), irrespective of location in Australia (including vehicles, owned by either the company or the individual). Any deviation from this procedure must be approved by the company Chief Executive Officer.

2.2 This procedure is to be applied in conjunction with the Wellbeing and Fitness for Work Procedure in Schedule 4.

2.3. Where Broadspectrum employees work on a client site they will also be subject to the health and safety requirements (including a drug and alcohol policy and procedure) of the client. The presence of a client Drug and Alcohol testing process will not exclude Broadspectrum employees and subcontractors from being asked to participate in the requirements of this procedure.

3. DEFINITIONS

**Alcohol** - Any organic compound with an alcohol functional group (e.g. ethyl alcohol, ethanol)

**BAC** - Blood Alcohol Concentration or its equivalent Breath Alcohol Concentration. The units used for expression of Blood Alcohol Concentration in this procedure being per cent (%) with the equivalent breath concentration being expressed as grams to 210 Litres of expired breath.

**Breath Alcohol Testing Devices** - A device which measures the alcohol content of an appropriate sample of expired air. The device is to be calibrated and operated in accordance with the standard defined in Appendix A.

**Collector** - A qualified person who is accredited to undertake drug and / or alcohol testing in accordance with the standard as outlined in Appendix A.

**Confirmatory Test** - An analytical procedure conducted by a Laboratory to identify and quantify unequivocally a specific drug or metabolite (including alcohol).

**Confirmed Negative** - A result at or below the target concentration following confirmatory testing.

**Confirmed Positive** - Either a drug result above the target concentration following confirmatory testing or an alcohol result where the lowest result from the initial or second test is greater than 0.02% (or the client or legislative BAC requirements).

**Contractor** - A person who carries out any work required by Broadspectrum but is not an employee of Broadspectrum.

**Cut-off Concentration** - A value at or above which the drug/alcohol/metabolite is deemed to be ‘detected’ and below which the drug/alcohol/metabolite is deemed to be ‘not detected.’

**Donor** - A person who provides a sample.

**Dilute** - To make less concentrated by adding liquid such as water.
Drug - A substance, either natural or synthetic, that has an effect on the body either itself or through its metabolite(s). The term ‘drug’ refers to the drug and/or its metabolite(s) for the purpose of detecting a target drug in a sample.

EAP - Employee Assistance Program.

Fit Condition - The physical or mental condition of a person whereby they can be reasonably expected to perform the full range of their duties safely and effectively.

Initial Testing - A valid method used to exclude the presence of alcohol, or a drug or class of drug.

Note this is also known as screening

Invalid Result - An abnormal reading where concentrations cannot be determined or validated or when results cannot be verified.

Laboratory - A testing facility that has been accredited by a recognised accreditation body to carry out sample analyses in conformity with the requirements of the standard as listed in Appendix A.

Laboratory Specimen - A specimen intended to be analysed in a laboratory.

Liaison Officer – Responsible for the co-ordination of testing arrangements with the service provider. This includes the co-ordination of a suitable testing time and being available on the day of testing to induct/escort the service provider and act as the site contact during the testing process.

Metabolite - A substance formed in the human body by a biochemical reaction. For the purposes of this procedure its meaning shall be restricted to metabolites formed from drugs and as such the confirmed presence of a metabolite acts as a marker of drug use.

Negative Result - A result at or below the nominated or target concentration used for initial testing.

Non Negative Result - A result that requires confirmatory testing of the specimen to unequivocally determine the presence or absence of a drug.

Non-prescribed medication - Any drug legally obtained but not prescribed by a medical practitioner including but not limited to “over the counter” medication.

On-site - A place at which the specimen collection occurs and where initial testing procedures may be conducted.

Oral Fluid Specimen - Secretions in the oral cavity emanating predominantly from the major and accessory salivary glands.

Prescribed medication - Any substance prescribed by a medical practitioner that cannot be purchased “over the counter”.

“Reasonable Access” - Sensible, occasional access as required.

Referee Specimen - A duplicate sample.

Responsible officer - The person nominated by the Company to monitor the responsible serving of alcohol at a Company function and do what is practical to ensure all attendees travel home safely. To fulfil these obligations, he/she must remain at the function until the serving of alcohol ceases. This may or may not be the most senior person at the function but he/she must have the authority to discharge their accountabilities.

Target Concentration - A concentration expressed in units such as ng/mL that is sufficient to detect drug use by the donor.
4. PROCESS

Alcohol and Drug Testing

Broadspectrum will implement this procedure across all Broadspectrum sites, workplaces, facilities etc. which will be required to participate in the testing regimes outlined in this procedure.

Alcohol and drug testing will be conducted by a suitably trained and accredited Broadspectrum employee or a Broadspectrum approved external drug and/or alcohol testing service provider.

4.1.1. Testing Criteria

All workers while on a Broadspectrum site, or while performing duties for Broadspectrum, may be tested in accordance with this procedure.

Any person who refuses to be tested as part of the drug and alcohol program will be deemed to have returned a confirmed positive test result. They will therefore either be refused entry to the premises or workplace, or immediately escorted off-site. Their circumstances will be reviewed as to what further action will be necessary.

The person being tested must complete a Consent Form provided by the collector. Any person who has returned a confirmed positive result may be subjected to additional testing up to a period of 6 months, in addition to the prescribed testing criteria outlined in this procedure. The selection of persons to undergo additional testing will be at the discretion of Broadspectrum.

In the event that any person selected for testing is not available at the scheduled time, the collector will record this and the person’s direct line manager will investigate the circumstances relating to that person’s inability to attend. At the discretion of that manager the person may be included in future additional testing performed by Broadspectrum.

4.1.2. Alcohol Testing

Alcohol testing will be achieved by the collection and analysis of a breath specimen utilising a calibrated Breath Alcohol Testing Device that meets the requirements of AS 3547.

A positive initial test will mean an additional test is required 20 minutes after the first test. In terms of this procedure, the second test is deemed to be confirmatory as to the presence of alcohol.

The lower concentration reading from the 2 tests will be used as the basis for any action to be taken.

4.1.3. Drug Testing

Drug testing will be undertaken via the collection and analysis of both oral fluid and urine samples depending on the type of testing required.

Oral Fluid testing

Testing (that meets the requirements of AS 4760) will be used in the following situations:

i. Random testing
ii. For cause testing
iii. Post Incident testing

Where oral fluid drug testing is not possible for the above situations, testing will be undertaken by the collection and analysis of a urine sample using a five panel urine testing device in accordance with AS/NZS 4308.
All initial on-site oral fluid drug testing must be conducted using a Broadspectrum approved testing device/kit. Where the on-site initial test produces a non-negative result, a second sample will be taken (within a few minutes) and forwarded to a lab accredited in line with AS 4760 for confirmatory testing.

Note: Any employee who refuses or does not participate in confirmatory testing arranged by Broadspectrum may not be entitled to claim payment for any period of stand down.

Urine testing
Testing via the collection and analysis of urine samples will be used for;

i. Pre-employment medicals
ii. Return to work testing following a confirmed positive result.
iii. Transfer into a safety sensitive role

4.1.4. Random testing
Random testing for both drugs and alcohol will be carried out in a non-discriminatory manner that involves a neutral selection process. This selection process will randomly select which groups or individuals will be tested.

Random testing will be determined and carried out by an external provider and this process will be implemented and managed by the corporate HSE Group. The process will involve the random selection of sites by an external provider to undergo drug and alcohol testing. Once sites are randomly selected, the Contract Manager (or delegate Liaison Officer) will be required to coordinate the arrangements with the selected service provider carrying out the testing. The frequency of random testing will be determined by the level of risk and the activities undertaken on site (i.e. sites conducting high risk activities (as defined by legislation) or working in safety sensitive areas may require more frequent testing).

Sites may implement a site specific random testing program in additional to the program run by the corporate HSE Group, however, this must be done in accordance with the criteria and processes outlined in this procedure and approved by the corporate HSE team.

Note: If an employee has identified they have an addiction to Alcohol and/or Drugs, has informed management and is seeking assistance through EAP or rehabilitation, they will be excluded from the random testing process. This must be known and documented before the individual will be considered for exclusion from the random testing process. The employee may also be placed on suitable duties as a part of their ongoing employment so as not to put themselves or others at risk.

4.1.5. Post incident testing
Persons may be tested for the presence of drugs and/or alcohol when they are involved in any of the following circumstances:

- An incident or close call with the potential to cause death, serious injury, or serious harm
- An incident with the potential to cause serious damage or loss, or have a significant impact on Broadspectrum's reputation
- An incident that is or may be in breach of any law, rule or regulation related to Mandatory Safety Rules (MSRs), Operational Standards, operating vehicles/plant or any contractual requirement or other obligation on Broadspectrum and/or any other person or party
- An incident defined by the client’s drug and alcohol process

Note: Oral fluid drug testing will need to be undertaken within 6 hours of the incident occurring. If this is not possible then urine drug testing will need to be carried out as an alternative.
4.1.6. Safety sensitive area or role

People transferring into a safety sensitive area or role may be required to undertake additional drug and/or alcohol testing. Safety sensitive areas and roles include but are not limited to:

- Working in confined spaces
- Operation of heavy vehicles or plant and equipment
- Working in the vicinity of traffic or mobile plant
- Working in the vicinity of high-voltage electricity or gas installations
- Operating or working in the vicinity of cranes and associated lifting equipment
- Emergency response work
- Working at heights
- Working in the vicinity of plant and equipment that is mobile, or has moving parts or emergency controls or require isolation
- Working with dangerous goods and hazardous substances
- Construction or maintenance work involving structural alterations that require temporary support or excavation to a depth greater than 1.5 metres
- Demolition work
- Work in tunnels
- Use of explosives
- Work over or adjacent to water where there is a risk of drowning
- Rail safety dependant work
- Driving

4.1.7. For cause testing

In the event that a person has reasonable suspicion that another person may be in breach of this procedure, they should advise their supervisor/direct line manager who will consult with the person suspected and if deemed appropriate will organise a drug and/or alcohol test. The person suspected may have a witness present during the consultation process however identification and participation of the witness cannot delay the consultation process.

The factors to be considered in making a determination of reasonable cause include, but are not limited to, the following:

- Documented pattern of unsatisfactory work performance or a change in the employee’s pattern of work performance (especially where there is some evidence of substance related behaviour or use).
- Physical signs and symptoms consistent with substance abuse (e.g. slurred speech, odour of alcohol or marijuana on the person, inability to walk in a straight line, abnormal or erratic behaviour, etc.).
- Evidence of illegal substance use, possession, sale or delivery while on a job site.
- Occurrence of a serious or potentially serious incident that may have been caused by human error or impaired judgment.
- Flagrant violations of established safety, security or operational procedures including MSRs and Operational Standards, combined with some evidence of substance related behaviour, use or possession.
- The employee is found in the immediate area of drug-related paraphernalia, alcoholic beverages or substances that are prohibited.
• Self-identification of a substance abuse problem.

In the event that it is not possible or practical to direct a person to undergo a drug and/or alcohol test, the person will be relieved of active duty and asked to remain in an area where they present no safety risk to other staff or the public, and/or they will be taken home or arrangements made for their safe transport from the workplace. Arrangements will be made for the individual to be tested as soon as it is practicable.

4.1.8. Self-testing for Alcohol

Prior to the employee commencing their scheduled work, the company will provide “reasonable access” to alcohol self-testing facilities to employees who voluntarily seek access to them. An employee, whose self-test produces a positive alcohol test, shall notify their supervisor and not commence work until such time as they can return a negative test.

If an individual notifies his or her supervisor that they will not be commencing work, the supervisor shall,

a) Make arrangements for the employee to be transported home safely and if the employee is eligible, grant sick leave.

b) Where the workers is a contractor, the supervisor will advise the contractor of their responsibilities to make arrangements for the safe passage home for their employee

Employees who are repeatedly absent following self-testing will be addressed using the company absenteeism process and may be subject to performance management.

If the employee advises the company that they cannot recommence work because they continue to produce positive results, the company at its discretion may request the employee to attend a medical centre to undergo testing.

4.1.9. Refusal to undergo test

Refusal by a person, without legitimate cause, to submit to, or co-operate fully with the administration of an alcohol and/or drug test will result in:

I. The employees being stood down and not permitted to return to work until a negative test result is obtained. In addition, this may lead to the commencement of a disciplinary process which may include termination of employment.

II. Contractors; the individual will not be permitted to return to a Broadspectrum worksite until a negative test result is obtained. The individual and/or contractor's services may be terminated at the discretion of the authorised Broadspectrum manager.

The production of a medical practitioner’s certificate indicating a negative test will not exonerate the refusal or the intentional leaving of the test site without providing a sample for testing when so requested.

4.1.10. Tampering

Any person, who provides a substituted sample or interferes with a sample, will result in:

I. Employees being subject to disciplinary action likely to result in termination of employment. The Fair Play model will be followed.

II. Contractors being subject to being removed from site and the individual(s) and/or contractor likely to be disengaged by the Company.

In the event that an individual provides a urine specimen that is "dilute", the individual will be given one further opportunity to provide a specimen within 24 hours that is not “dilute” (which may mean that the individual may have to reduce his/her fluid intake during this period). If the second specimen is also “dilute” this will be treated as laboratory confirmed positive test and will result in:
I. Employees: being stood down (without pay as appropriate) and not permitted to return to work until a negative test result is obtained (the cost of which will be the responsibility of the employee). In addition, this may lead to the commencement of a disciplinary process.

II. Contractors: the individual will not be permitted to return to work until a negative test result is obtained and the individual and/or contractor's services may be terminated at the discretion of the authorised Broadspectrum Manager.

4.2 Test Results

4.2.1. Non-negative results for Initial On-Site Drug Screening Test

For persons who have returned a non-negative result for the initial on-site drug test the following will apply:

i. For Urine Samples - The urine sample will be split between two (2) sample containers and both shall be sent to a laboratory in conformance with the requirements of the local standard listed in Appendix A. One sample shall be analysed while the remaining sample shall be the referee sample.

ii. For Oral Fluid Samples - A second specimen and a referee specimen should be taken without delay after the first specimen to be sent off to the laboratory for analysis in accordance with the relevant local standard listed in Appendix A.

The employee's supervisor should be informed that a non-negative result has been returned and in the case of a contractor, the contractor’s employer, or the contractor’s site representative will be informed.

4.2.2. Person Claims ‘Non negative result’ is Due to Medication

When any person who produces a non-negative result for a drug test, claims that the result is due to medication, the following process will apply.

The person is to sign a Medication Declaration Form stating that the non-negative test result is due to medication they are taking stating the name of the drugs. They shall further certify that the drug(s) has/have been administered in accordance with the manufacturers' and/or Medical Practitioners’ instructions. The Declaration Form also specifies that the unconfirmed test result is not due to an illicit substance.

Provided that there is no reasonable suspicion that the person is not fit for duty, the employee or contractor may return to suitable duties, be admitted to the site, on the approval of the manager or supervisor.

Should the company manager or supervisor have reasonable suspicion that the employee is not fit for duty; an independent medical examination by a qualified practitioner may be requested. The manager or supervisor will identify suitable duties, or alternatively, the person will be transported home or asked to arrange for their own transport if they are considered unfit for suitable duties and/or unfit to be admitted to the site.

If the person signed a Medication Declaration Form or similar and the laboratory result is inconsistent with the stated medication, the employee may be subject to further disciplinary action for misconduct. If the person is a contractor, their engagement with Broadspectrum may be terminated at the discretion of the relevant Broadspectrum manager. Broadspectrum will charge the contracting company for all costs incurred.

Any person may be requested to provide evidence of the original medication prescription from the issuing doctor if so asked.
4.2.3. Confirmed Positive

A confirmed positive result will be obtained if a person produces either;

I. a drug result equal to or greater than the concentrations provided in AS/NZS 4760 or AS/NZS 4308 (laboratory confirmed testing).

   *Note: Testing of other substances not contained in AS/NZS4760 or AS/NZS 4308 may also be performed.*

II. an alcohol result where the lowest result from the initial or second test (taken 20 mins after the initial alcohol test) is greater than 0.02% or exceeds the client’s established BAC requirements.

4.2.4. Dispute of Laboratory Confirmed Positive Drug Test

In the event of a dispute regarding a laboratory confirmed drug test result, an employee who provided the test sample has fourteen (14) days after notification in which to appeal the result in writing. After notifying the company of their written intention to appeal the result, the person or their representative shall, within the appeal period, request in writing to the laboratory, that either the original laboratory conducts an analysis of the referee sample, or have them forward the referee sample to another AS/NZS 4308 or AS/NZS 4760 accredited laboratory.

Should an appeal be lodged, the person will remain stood down from work without pay during the appeal process unless they are permitted to return to work following investigation findings. All disciplinary procedures shall be suspended during this time pending the result of the laboratory analysis of the referee sample or, if applicable, until such time as the referee analysis has been deemed invalid (see below).

Failure by the employee or their representative to contact the laboratory within the fourteen-day appeal period is considered to be the equivalent of no appeal being lodged with the company and any subsequent analysis will be deemed invalid and the result of the original sample will stand.

The referee sample shall be analysed in accordance with the requirements for referee samples contained within AS/NZS 4308 or AS 4760. The person shall provide Broadspectrum with a copy of the laboratory results and a copy of the completed Chain of Custody form if the referee sample is sent to another laboratory for analysis. Failure to provide this information invalidates the referee analysis and the result of the original sample will stand.

If there is a break in the Chain of Custody of the referee sample, for whatever reason, any result will be invalid and the result of the original sample will stand.

The employee requesting confirmatory analysis of the referee sample is responsible for all costs incurred, even in the event of an invalid result.

A positive confirmatory result from the referee sample or a deemed invalid result will cause a re-commencement of disciplinary procedures.

A negative confirmatory result for the referee sample will be treated in accordance with section 4.3 Actions Following Test Results

4.3 Actions Following Test Results

4.3.1 Immediate actions following an initial positive alcohol test and/or a non-negative drug test result:

A. Employees

   In all circumstances, when an employee returns an initial positive test for alcohol or an non negative result for drugs the following actions will be taken:
i. The employee will be immediately isolated from the workplace and under no circumstances shall be permitted to drive a vehicle or operate any machinery in the workplace.

ii. Where necessary, the supervisor/direct line manager will make arrangements for the employee to be transported back to their place of accommodation or the person will be asked to arrange their own transportation.

iii. The employee will be stood down, on pay, until Broadpectrum has been provided a confirmed alcohol test result or a laboratory confirmed drug test result.

Note: Any employee who refuses or does not participate in confirmatory testing arranged by Broadpectrum may not be entitled to claim payment for any period of stand down.

B. Contractors

i. The contractor’s employee will be immediately isolated from the workplace and under no circumstances shall be permitted to drive a vehicle or operate any machinery in the workplace.

ii. Where necessary, the supervisor/direct line manager will make arrangements for the contractor’s employee to be transported back to their place of accommodation.

iii. The contractor’s employee will be prevented from carrying out any further work for Broadpectrum until Broadpectrum has been provided with confirmation of a negative test.

iv. If applicable, a contractor’s employer or the contractor’s site representative will be informed as soon as possible.

4.3.2 Actions Following Confirmed Positive Alcohol and/or Drug Result

In all circumstances, when a person returns a confirmed positive test result the following actions will be taken (subject to any other laws or applicable industrial instruments).

A. Employees

i. The employee will be informed by their supervisor/direct line manager that the situation is regarded as serious and may result in disciplinary action, up to and including termination of employment depending on investigation findings.

The employee will be advised of conditions concerning their employment which will be determined in consultation with labour relations, human resources and site management.

ii. The employee will remain on stand down without pay, until management has identified the appropriate course of action.

iii. If the investigation determines that the appropriate course of action is not termination, the employee will remain stood down from active duty without pay and will not be permitted to return to work until such time as they provide a negative alcohol test result and/or a confirmed negative urine drug test result and have undergone appropriate counselling.

The employee is responsible for the costs of any subsequent test until the required confirmed negative test result is achieved. Employees may make application for paid leave covering the period of stand down provided any access to accrued personal leave requirements will be at the absolute discretion of management, having regard to the employee’s individual circumstances.

iv. Following return to work, the employee will be subject to monthly random testing for a period of 6 months. Any confirmed positive results received during this period will be considered an additional breach and will be investigated accordingly to determine culpability and recklessness.

Please note: Urine samples will be used for all return to work drug testing.

B. Contractors
i. The contractor’s employee will not be permitted to return to work until such time as they provide a negative test result and any payment or lost wages resulting from such absence is a matter to be dealt with between the contractor’s employee and the contractor.

ii. Broadspectrum will charge the contracting company for all costs incurred from confirmatory testing and will not reimburse the contractor, or its employee, for any loss of wages or associated payments.

iii. The situation may potentially result in disengagement of the contractor’s services at the discretion of the authorised Broadspectrum Manager.

Note: Any person who returns a BAC above the statutory maximum will be advised that they should not drive/operate any form of transportation. In addition, no Broadspectrum Service’s vehicle shall be operated by a person with a BAC over 0.02%.

In such circumstances the supervisor/direct line manager will make arrangements for the employee to be transported back to their place of accommodation or the person will be asked to arrange their own transportation. If these arrangements are refused and the person elects to drive a vehicle, the person will be informed that Broadspectrum may report the matter to the police.

4.3.3 Actions following Negative Laboratory Results

If the laboratory analysis of a sample returns a negative result, a Broadspectrum employee will, if applicable, have their annual leave or, lost wages re-credited.

In the event of an appeal process, costs associated with an employee obtaining a negative laboratory result in confirmatory analysis of the referee sample will be met by the Company.

Any reference to the unconfirmed test result on the employee’s personnel file will be destroyed.

4.4 Support and Rehabilitation

Access to support and rehabilitation may be made available to Broadspectrum employees. The nature, extent and funding of the support, if any, is at Broadspectrum’s discretion and dependent on individual circumstances.

Where a laboratory confirmed positive drug and/or confirmed positive alcohol test has been returned and Broadspectrum has decided not to dismiss the employee, Broadspectrum reserves the right to require that person, in addition to, instead of, or as part of any disciplinary action, to participate in a rehabilitation program and subsequent testing for 6 months following that confirmed positive test.

Broadspectrum encourages employees to be proactive about addressing any drug and/or alcohol problems they may have. In particular, Broadspectrum encourages employees to voluntarily come forward to seek assistance before any allegation of breach of this drug and alcohol procedure and/or terms of employment/engagement.

4.5 Disciplinary Action

Breaches of this procedure include but are not limited to:

I. Using, selling, supplying, transferring, manufacturing or possessing drugs and/or alcohol while on Broadspectrum property, business or a Broadspectrum worksite (excluding alcohol provided at Broadspectrum functions, or otherwise with the Executive Director’s or CEO’s approval).

II. Where consent to test is refused and there is sufficient grounds to require drug and/or alcohol testing to be conducted.

III. Tampering with the testing regime including falsely providing samples.

IV. Returning a positive alcohol test and/or a laboratory confirmed positive drug test.
V. Failing or refusing to participate in a drug and/or alcohol rehabilitation program

Breaches of this procedure will be reported and recorded. An investigation will be conducted and the Fair Play Model (TMD-0000-HR-0099) applied to determine culpability and recklessness of the breach. Disciplinary action, up to and including dismissal will be carried out based on the investigation findings in accordance with the company Performance and Conduct Procedure (TMP-2000-HR-0040). Management and relevant functional personnel (incl. Human Resources and/or Labour Relations) must be consulted to confirm actions and the implementation process prior to disciplinary action being carried out.

4.6 Management of Results and Information

4.6.1. Professional advice regarding confirmed positive results

On receipt of confirmed positive test results, site managers or their designated representatives may contact the laboratory to seek more details on the results. The further details may result in referral for further assessment and treatment and/or the development of a case management plan in conjunction with Broadspectrum’s EAP provider.

4.6.2. Management of information

Results of tests will be conveyed by the laboratory to the Site Manager. These results will only be released to those who have a legitimate "need to know" and this will generally be confined to the individual tested, the immediate manager, Human Resources, HSE Manager and Industry General Manager. Appropriate efforts will be made to protect the individual’s privacy and the confidentiality of the process consistent with the overriding need to ensure safety.

4.6.3. Storage of results

Following completion of the action set out above, the test results will be sealed and stored in a secure place. Access to these will be restricted to authorised personnel.
**TABLE 1**

CONFIRMATORY TEST CUT-OFF CONCENTRATIONS (AS TOTAL DRUG) from AS/NZS 4308:2008

<table>
<thead>
<tr>
<th>Compound</th>
<th>Cut-off level µg/L</th>
</tr>
</thead>
<tbody>
<tr>
<td>Codeine</td>
<td>300</td>
</tr>
<tr>
<td>Morphine</td>
<td>300</td>
</tr>
<tr>
<td>6-Acetylmorphine*</td>
<td>10</td>
</tr>
<tr>
<td>Amphetamine</td>
<td>150</td>
</tr>
<tr>
<td>Methylamphetamine</td>
<td>150</td>
</tr>
<tr>
<td>Methylenedioxymethylamphetamine</td>
<td>150</td>
</tr>
<tr>
<td>Methylenedioxymamphetamine</td>
<td>150</td>
</tr>
<tr>
<td>Benzylpiperazine*</td>
<td>500</td>
</tr>
<tr>
<td>Phentermine*</td>
<td>500</td>
</tr>
<tr>
<td>Ephedrine*</td>
<td>500</td>
</tr>
<tr>
<td>Pseudoephedrine*</td>
<td>500</td>
</tr>
<tr>
<td>11-nor-delta-9-tetrahydrocannabinol-9-carboxylic acid</td>
<td>15</td>
</tr>
<tr>
<td>Benzoylecgonine</td>
<td>150</td>
</tr>
<tr>
<td>Ecgonine methyl ester</td>
<td>150</td>
</tr>
<tr>
<td>Diazepam</td>
<td>200</td>
</tr>
<tr>
<td>Nordiazepam</td>
<td>200</td>
</tr>
<tr>
<td>Oxazepam</td>
<td>200</td>
</tr>
<tr>
<td>Temazepam</td>
<td>200</td>
</tr>
<tr>
<td>α-hydroxy-alprazolam</td>
<td>100</td>
</tr>
<tr>
<td>7-amino-clonazepam</td>
<td>100</td>
</tr>
<tr>
<td>7-amino-flunitrazepam</td>
<td>100</td>
</tr>
<tr>
<td>7-amino-nitrazepam</td>
<td>100</td>
</tr>
</tbody>
</table>

* These drugs may be optionally tested within each class and the specified cut-off levels shall apply
TABLE 2
CONFIRMATORY TARGET
CONCENTRATIONS from AS 4760:2006

<table>
<thead>
<tr>
<th>Compound</th>
<th>Target concentration ng/L</th>
</tr>
</thead>
<tbody>
<tr>
<td>Morphine</td>
<td>25</td>
</tr>
<tr>
<td>Codeine</td>
<td>25</td>
</tr>
<tr>
<td>6-Acetyl morphine</td>
<td>10</td>
</tr>
<tr>
<td>Amphetamine</td>
<td>25</td>
</tr>
<tr>
<td>Methylamphetamine</td>
<td>25</td>
</tr>
<tr>
<td>Methylenedioxyethylamphetamine</td>
<td>25</td>
</tr>
<tr>
<td>Methylenedioxyamphetamine</td>
<td>25</td>
</tr>
<tr>
<td>A9-tetrahydrocannabinol</td>
<td>10</td>
</tr>
<tr>
<td>Cocaine</td>
<td>25</td>
</tr>
<tr>
<td>Benzoylecgonine</td>
<td>25</td>
</tr>
<tr>
<td>Ecgonine methyl ester</td>
<td>25</td>
</tr>
</tbody>
</table>

Notes:
1. These targets represent the undiluted oral fluid concentration
2. For analytes not included in this table, the laboratory should select a target concentration as appropriate for oral fluid.
### APPENDIX A
Standards to be applied in Australia

<table>
<thead>
<tr>
<th>Collectors: certifying authority for training requirement</th>
<th>Australian Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Australian Quality Training Framework</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Confirmatory Test Cut off levels</th>
<th>AS/NZS 4308: 2008 Procedures for specimen collection and the detection and quantitation of drugs of abuse in urine</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Confirmatory Target Concentrations</th>
<th>AS 4760:2006 Procedures for specimen collection and the detection and quantitation of drugs in oral fluid</th>
</tr>
</thead>
</table>

| Laboratory Accreditation | AS/NZS 4308: 2008 Procedures for specimen collection and the detection and quantitation of drugs of abuse in urine  
AS 4760:2006 Procedures for specimen collection and the detection and quantitation of drugs in oral fluid |
|--------------------------|------------------------------------------------------------------------------------------------------------------|

<table>
<thead>
<tr>
<th>Breath alcohol testing devices and their calibration: relevant standard</th>
<th>AS 3547: 1997 Breath alcohol testing devices for personal use</th>
</tr>
</thead>
</table>
Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

(1) This term applies if the employer:
   (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
   (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

(2) For a major change referred to in paragraph (1)(a):
   (a) the employer must notify the relevant employees of the decision to introduce the major change; and
   (b) subclauses (3) to (9) apply.

(3) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(4) If:
   (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
   (b) the employee or employees advise the employer of the identity of the representative;
   the employer must recognise the representative.

(5) As soon as practicable after making its decision, the employer must:
   (a) discuss with the relevant employees:
      (i) the introduction of the change; and
      (ii) the effect the change is likely to have on the employees; and
      (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
Schedule 2.3 Model consultation term

(b) for the purposes of the discussion—provide, in writing, to the relevant employees:
   (i) all relevant information about the change including the nature of the change proposed; and
   (ii) information about the expected effects of the change on the employees; and
   (iii) any other matters likely to affect the employees.

(6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

(8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.

(9) In this term, a major change is **likely to have a significant effect on employees** if it results in:
   (a) the termination of the employment of employees; or
   (b) major change to the composition, operation or size of the employer’s workforce or to the skills required of employees; or
   (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
   (d) the alteration of hours of work; or
   (e) the need to retrain employees; or
   (f) the need to relocate employees to another workplace; or
   (g) the restructuring of jobs.

**Change to regular roster or ordinary hours of work**

(10) For a change referred to in paragraph (1)(b):
   (a) the employer must notify the relevant employees of the proposed change; and
   (b) subclauses (11) to (15) apply.

(11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
(12) If:

(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
(b) the employee or employees advise the employer of the identity of the representative;
the employer must recognise the representative.

(13) As soon as practicable after proposing to introduce the change, the employer must:

(a) discuss with the relevant employees the introduction of the change; and
(b) for the purposes of the discussion—provide to the relevant employees:

(i) all relevant information about the change, including the nature of the change; and
(ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
(iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
(c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

(14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

(16) In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (1).
<table>
<thead>
<tr>
<th>Clause</th>
<th>Current Wording</th>
<th>Issue</th>
<th>Proposed Wording</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clause 6</td>
<td>6.1.4. “Broadspectrum (Australia) Pty Ltd shall notify the employees who may be affected by the proposed changes and their Union or Other Employee Representative.”</td>
<td>Track change was not taken out and amended accordingly.</td>
<td>“Broadspectrum (Australia) Pty Ltd shall notify the employees who may be affected by the proposed changes and the Union or Other Employee Representative.”</td>
</tr>
<tr>
<td>Clause 13</td>
<td>13.2 Table ‘Fire Fighter Class 1’ “Means a recruit with less than 12 months experience as a full time paid Fire &amp; Rescue Industry firefighter has completed Certificate II in Public Safety...”</td>
<td>Sentence is incomplete.</td>
<td>“Means a recruit with less than 12 months experience as a full time paid Fire &amp; Rescue Industry firefighter who has completed Certificate II in Public Safety...”</td>
</tr>
<tr>
<td>Clause 19</td>
<td>“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 shift rotation.”</td>
<td>The word ‘course’ is not all in black, with the ‘c’ in green.</td>
<td>“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 shift rotation.”</td>
</tr>
<tr>
<td>Clause 31</td>
<td>31.2.6 “An employee will be eligible to be paid travel time, as per 31.2.5, and travel allowance, as per 31.2.6 from the time of receiving the call to such time as the employee signs on duty where:”</td>
<td>Incorrect internal references to other clauses, the references should be for 31.2.4 and 31.2.5.</td>
<td>“An employee will be eligible to be paid travel time, as per 31.2.4 and travel allowance, as per 31.2.5 from the time of receiving the call to such time as the employee signs on duty where:”</td>
</tr>
<tr>
<td>Clause 43</td>
<td>43.1.1. “Employees will be entitled to the parental leave entitlement contained in this agreement once the employee has been employed on a full or part-time basis for at least 12 months continuous service.”</td>
<td>Spelling mistake as ‘at’ should be ‘a’ to make a comprehensive sentence.</td>
<td>“Employees will be entitled to the parental leave entitlement contained in this agreement once the employee has been employed on a full or part-time basis for a continuous period of at least 12 months continuous service.”</td>
</tr>
<tr>
<td></td>
<td>43.1.4. “If this is not practicable</td>
<td>Spelling mistake as ‘at’ should be ‘as’ to make a comprehensive sentence.</td>
<td>“If this is not practicable</td>
</tr>
</tbody>
</table>
then notice must be given at soon as practicable.”

43.3.2. “Employee may elect to receive the first payment at half pay.”

43.3.3. “Termination of employment within 12 months of receipt of the final lump sum, except in circumstances of redundancy, the employee must repay a pro-rata amount equal to the period of the 12 months not served.”

‘Employee’ needs to be made plural.

Spelling mistake as ‘no’ should be ‘not’ to make a comprehensive sentence.

then notice must be given as soon as practicable.”

“Employee’s may elect to receive the first payment at half pay.”

“Termination of employment within 12 months of receipt of the final lump sum, except in circumstances of redundancy, the employee must repay a pro-rata amount equal to the period of the 12 months not served.”

Clause 49

49.3 “The time of such leave will be entitled will be agreed between the employee and the employer so as to minimise any adverse effect on operational requirements.”

Track change was not taken out and amended accordingly.

“The timing of such leave will be entitled will be agreed between the employee and the employer so as to minimise any adverse effect on operational requirements.”
12 September 2016

Commissioner Lee
Fair Work Commission

Dear Commissioner

AG2016/4923 - Application for approval of the Broadspectrum (Australia) Pty Ltd and United Firefighters’ Union of Australia (WA Branch) Fire and Rescue Enterprise Agreement 2015

I write in respect of the application to approve the Broadspectrum (Australia) Pty Ltd and United Firefighters’ Union of Australia (WA Branch) Fire and Rescue Enterprise Agreement 2015 (Agreement).

Undertaking by the Company

Broadspectrum (Australia) Pty Ltd (BRS) undertakes that notwithstanding clause 35.3.2 of the Agreement annual leave will be in accordance with the National Employment Standards and section 89 of the Fair Work Act 2009 (Cth).

For and on behalf of Broadspectrum (Australia) Pty Ltd:

Zev Costi
Employee Relations Manager – SA/NT/WA