



BROADSPECTRUM (AUSTRALIA) PTY LTD

AND

THE UNITED FIREFIGHTERS' UNION OF AUSTRALIA

SA FIRE AND RESCUE

ENTERPRISE AGREEMENT 2019

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.



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1 TITLE OF AGREEMENT

This Enterprise Agreement is known as the Broadspectrum (Australia) Pty Ltd and the United Firefighters' Union of Australia SA Fire Rescue Services Enterprise Agreement 2019.

2 DEFINITIONS

Act	<i>Fair Work Act 2009</i>
AFC	means Australian Fire Competencies
AFF	means Aviation Fire fighter
Agreement, Enterprise Agreement or EA	Means this agreement the <i>Broadspectrum and the United Firefighters Union of Australia SA and Fire Rescue Enterprise Agreement 2019</i>
Broadspectrum	means Broadspectrum (Australia) Pty Ltd
CASA	means the Civil Aviation Safety Authority
Company	means Broadspectrum (Australia) Pty Ltd
Employer	means Broadspectrum (Australia) Pty Ltd
Employee	means an employee of Broadspectrum (Australia) Pty Ltd
ESO	means Woomera Emergency Service Officer
FWC	means the Fair Work Commission
ICAO	means International Civil Aviation Organisation
NES	means the National Employment Standards
Professional Career Firefighter	means a Firefighter who has previously been engaged in full-time paid employment with one of the following recognised firefighting authorities: <ul style="list-style-type: none">• Department of Defence;• Western Australia Department of Emergency Fire Service;• Australian Capital Territory Fire Service;• Tasmanian Fire Service;• Air Services Australia;• South Australia Metropolitan Fire Service;• Fire and Rescue New South Wales;• Northern Territory Fire Service;• Queensland Fire and Emergency Service and can demonstrate currency of skills and qualifications within a five-year period.
SO	means a person employed as a Station Officer who is responsible for the operations of a shift/team.
SSO	means Sub Station Officer
Union	means the United Firefighters' Union of Australia (SA Branch)

3 APPLICATION

This Agreement will apply to the types of the employees of the employer listed in the classification Schedule D and as outlined in clause 16.1 of this Agreement in South Australia.

4 PARTIES BOUND

4.1 The parties bound by this Agreement are:

- 4.1.1 The employer;
- 4.1.2 The union; and
- 4.1.3 The employees covered by this Agreement.

5 DATE AND PERIOD OF OPERATION

This Agreement will operate seven days following approval by the Fair Work Commission and will have a nominal expiry date of 14 February 2023.

6 NO EXTRA CLAIMS

6.1 It is agreed by the parties that up to the nominal expiry date of this Agreement:

- 6.1.1 the employees and the employer will not pursue any extra wage claims whether award or over award;
- 6.1.2 the employees and the employer will not seek any changes to conditions of employment;
- 6.1.3 the Agreement will cover all matters or claims regarding the employment of the employees, which could otherwise be the subject of protected action pursuant to the provisions of the Act or its successor; and
- 6.1.4 neither the employees nor any party to this agreement will engage in protected action pursuant to the provisions of the *Fair Work Act 2009* or its successor in relation to the performance of any work covered by the Agreement.

7 RENEGOTIATION PERIOD

The parties undertake to commence negotiations for a new enterprise agreement at least six (6) months prior to the expiry of this Agreement with a view to negotiating and settling a replacement enterprise agreement.

8 OPERATING PHILOSOPHY OF THE AGREEMENT

- 8.1 The Agreement between the parties reflects enhanced management / employee relationships. This Agreement has been developed through a process of consultation between the parties and reflects ongoing commitment to:
- 8.1.1 a safe and equitable workplace;
 - 8.1.2 corporate values;
 - 8.1.3 the employer's strategic plan;
 - 8.1.4 continual improvement – Safe well-equipped service in line with industry standards;
 - 8.1.5 productivity improvement;
 - 8.1.6 Performance improvement; and
 - 8.1.7 Fair and flexible working arrangements.

9 CONSULTATION MAJOR CHANGE

- 9.1 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. The employer is committed to the principles of consultation and shared participation with the employees through their representatives in all aspects of the conditions and working arrangements of employees. The employer further recognises the important role of the union as one of the parties to this Agreement in representing the industrial interests of its members covered by this Agreement.
- 9.2 Where the employer intends to introduce major changes in program, organisation, structure, roster or technology that are likely to have significant effects on employees or a change to the regular roster or ordinary hours, the employer will notify the employees, who are able to appoint representatives, who may be affected by the proposed changes and the union. Consultation means the full, meaningful and frank discussion of issues/proposals and the consideration of each party's views, prior to any decision being made by the employer.
- 9.3 "**Significant effects**" include, but not limited to termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the implementation of a

drug and alcohol testing program, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

- 9.4 Where necessary, members of the SA Consultative Committee may be delegated to draft processes/procedures that are common to all Fire and Rescue Service sites covered by this Agreement (e.g. promotions, recruitment etc.) for the purpose of implementing aspects of this agreement.
- 9.5 The parties recognise the right of the employer to plan, direct and control operations, to organise and assign work to scheduled shifts, and to maintain order and efficiency in accordance with the terms and conditions within this Agreement.

SA Fire and Rescue Consultative Committee

- 9.6 The parties agree to an arrangement ensuring regular meetings between the Regional Management, employee representatives from Woomera and Edinburgh and their union representative(s).
- 9.7 These meetings will be used to discuss multi-site issues affecting the SA Fire and Rescue Service, including for example (having regard to confidentiality) capital expenditure, projects, appliances, response time data and/or matters affecting the implementation of the terms of this Agreement.
- 9.8 The SA Fire and Rescue Consultative Committee will discuss such action as is necessary to avert or mitigate any potential adverse effects that such change may have on employees or the contract.
- 9.9 The SA Fire and Rescue Consultative Committee will comprise of equal members of management and employee representatives.
- 9.10 Any Work Health and Safety (WH&S) issues raised will be referred to the Regional WH&S Committee for discussion/resolution with the conclusion reported at a Consultative Committee meeting.

Site Fire and Rescue Consultative Committee

- 9.11 These meetings will be used to discuss issues within the particular fire station, including for example (having regard to confidentiality) local projects, appliances, response time data and/or matters affecting the local implementation of the terms of this Agreement.
- 9.12 Where matters pertaining to the implementation of this Agreement arise that have wider application to other SA fire stations, they will be referred to the SA Fire and Rescue Consultative Committee.
- 9.13 The day to day work arrangements at the local fire station will be through the team concept with all team members having input into programs. The Regional Manager will advise employees of any impending change/s that may affect employment, or work performance.
- 9.14 The Site Fire and Rescue Consultative Committee will comprise of equal members of management and employee representatives.

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- 9.15 Any Work Health and Safety (WH&S) issues raised will be referred to the Site WH&S Committee for discussion/resolution with the conclusion reported at the relevant Site Fire and Rescue Consultative Committee meeting.

10 OPERATIONAL MATTERS

- 10.1 The Regional Manager at each site will meet as required with the Station Officer(s) or Sub-Station Officers from each shift to discuss operational matters.
- 10.2 This does not remove the right of a Regional Manager or the Employer to communicate with staff as required.
- 10.3 A Firefighter who believes that an operational decision or direction made by the employer's management is inconsistent with CASA regulations or other established practice may report the matter through the employer's incident reporting process. A Firefighter who acts in accordance with a direction from the employer's management will not be subject to disciplinary or other adverse action by the employer, if the direction is subsequently found to breach legislation or regulation, unless the Firefighter withholds professional advice from the management.

11 WORK HEALTH AND SAFETY

- 11.1 The parties recognise that the implementation of WH&S programs is an integral part of the continuous improvement process which directly reduces compensation and rehabilitation costs and indirectly improves staff morale, absenteeism rates and improved work practices.
- 11.2 To achieve these efficiency gains, the parties agree to maintain the existing WH&S Committee in accordance with the guidelines of the *Work Health and Safety Act 2012 (SA)*. Further, the employer undertakes to enable an elected WH&S Representative and Deputy Representative to be trained to the appropriate standard. Such training will be at the employer's time and cost.
- 11.3 Primary objectives of WH&S Committee in the workplace will be to develop an WH&S Management System that:
- 11.3.1 promotes the safety, health, and improved life-style of BRS employees;
 - 11.3.2 identifies high risk areas and hazards to BRS employees and develops strategies to combat those identified areas and hazards;
 - 11.3.3 identifies and recommends employee health and safety training appropriate to eliminating workplace accidents; and
 - 11.3.4 supports and implements the objectives of the WHS Act.
- 11.4 The employer will, upon the written request of any employee, promptly provide the employee with a list recording:

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- 11.4.1 each call attended by the employee; and
 - 11.4.2 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.
 - 11.5 Upon election as an W&S Representative, an employee who has not previously attended an introductory Health and Safety Representatives course, will be granted leave of absence on full pay for up to five (5) days, as soon as practicable, but no later than three (3) months after appointment to attend such course, plus a one (1) day refresher course annually. The union will be allowed to attend this meeting.
 - 11.6 WH&S Representatives will be allowed time release to attend union authorised training and meetings associated with the WH&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.
 - 11.7 SO's and Sub SO's will be able to attend an introductory Health and Safety Representative course run by qualified Broadspectrum staff internally or as otherwise by approved Broadspectrum.

12 DISPUTE RESOLUTION

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

Step 1 - The dispute or grievance will 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 will be submitted to the Station Officer or Regional Manager as appropriate.

Step 3 - If not settled at Step 2, the matter will be recorded. The matter will be submitted to the National Operations Manager for Firefighters of the employer for consultation.

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

Step 4 - If the matter is not settled at Step 3, the dispute or grievance will be formally submitted in writing to the National Head of AARF for the employer, setting out details of the dispute or grievance and, where appropriate, with supporting documentation. Such officer will 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 progressions through the disputes procedure it may be referred by the union or the employer to FWC. FWC may utilise all its powers in conciliation and arbitration to settle the dispute.

- 12.2 While the above procedures are being followed, including the resolution of any dispute by FWC pursuant to Step 5, work must continue and the status quo must apply in accordance with the existing situation or practice that existed immediately prior to the subject matter of the grievance or dispute occurring. No Party will be prejudiced as to the final settlement by the continuance of work in accordance with this sub-clause. Where a dispute on a bona fide health and safety issue exists, work will continue as usual unless an employee has a reasonable concern about an imminent risk to his or her health.
- 12.3 Notwithstanding anything contained in this clause, the parties will be free to exercise their rights if the dispute is not finalised without delay.
- 12.4 A decision of FWC under this clause may be appealed. A dispute is not resolved until any such appeal is determined.

13 EMPLOYEE REPRESENTATION

- 13.1 The Branch Secretary of the Union will provide written notification to the employer of the appointment of any Job Delegate and the Job Delegate will be recognised as the accredited representative of the union. A reasonable number of Job Delegates will be appointed.
- 13.2 An employee appointed or elected to a position on the Branch Committee of Management of the Union in accordance with the Rules of the Union, will upon written notification by the Branch Secretary of the union to the employer, be recognised as an accredited representative of the union.
- 13.3 In order for the Job Delegate to perform the functions required, subject to the prior approval of the employer, the Job Delegate will be permitted:
- 13.3.1 The necessary time during working hours to interview the employer or his/her representative on matters affecting employees whom she or he represents.
 - 13.3.2 A reasonable period of time during working hours to interview officers of the union on legitimate union business, at a place designated by the employer.
 - 13.3.3 Access to all work places where such access is necessary to enable them to carry out their functions in the particular location concerned.
 - 13.3.4 The use of office resources such as paper, photocopying and phone.
 - 13.3.5 To distribute such written materials to members within their particular area, using if necessary, internal communication systems.
- 13.4 Prior to performing the above functions, the Job Delegate will inform their employer of his or her intention indicating the estimated duration of absence.

14 PAYMENT FOR ATTENDING INTERVIEWS/APPEALS

14.1 An employee who, on an employer related matter is required to attend:

- 14.1.1 an interview for an internal position;
- 14.1.2 a grievance meeting against a promotion or transfer (in any capacity including as an applicant for the position, witness, or member of the interview panel or representative in any grievance case); or
- 14.1.3 any proceeding before the FWC, Court or Tribunal (in any capacity, including as a witness, instructor or Board member);

and does so when necessary to the matter being heard and is not on duty, will be entitled to:

- 14.1.4 be paid for travel time to and from the proceeding, interview or appeal at the rates specified in this Agreement 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;
- 14.1.5 be provided with an employer vehicle, or if authorised by either their Manager and/or convenor of the grievance meeting to use their own vehicle prior to the proceeding, interview or appeal date be paid the vehicle allowance prescribed in this Agreement for all kilometres travelled. Where appropriate, 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
- 14.1.6 be paid at overtime rates for the duration of the proceeding, interview or appeal only plus any waiting time.

15 WORKPLACE ACCESS FOR UNION

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

- 15.1.1 at any time during working hours enter the employer's prescribed premises, registered office or workplace where the employer's employees are engaged ('work place') for this clause here includes any place where employees are

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- performing work or are attending pursuant to a direction of the employer or are attending in their capacity as employees of the employer;
- 15.1.2 at any time during working hours, inspect or view any work, material, machinery, appliance, document (including time and wages records), qualification of employees on the premises mentioned above; and
- 15.1.3 interview, on the premises referred to above, an employee who is a member, or is eligible to be a member, of the union.
- 15.2 Access to workplaces under the clause will be authorised for the purposes of consulting with UFU Job Delegates, investigation of grievances or complaints, observing working conditions, posting notices and agreements, developing skills programs, implementation of agreed matters and for the assistance of the resolution of any dispute that may arise under this Agreement.
- 15.3 If requested by the accredited union representative, the employer will provide a copy of any requested time and wages records as soon as is practicable.
- 15.4 Access to Department of Defence establishments is subject to the approval of the Department of Defence.

16 BASIS OF EMPLOYMENT

- 16.1 The employee will perform a range of firefighting, watchroom and rescue duties as well as associated duties required under Broadspectrum's contract with the Department of Defence. These duties will include fire and rescue equipment maintenance, station cleaning/tidying as detailed and other fire and rescue work as determined by the scope of work in the ARFF contract with the Department of Defence.
- 16.2 Employees will be engaged on a permanent basis and will be employed weekly.
- 16.3 The Employer is entitled to employ full time employees in addition to the minimum staffing levels. The additional full-time employees will be employed on a 9/15 roster system at Edinburgh or a 7/7 roster if employed at Woomera. However, are not attached to permanent crew and will be expected to cover staffing shortfalls with reasonable notice, to the extent practicable, of the required work crew. These employees will be entitled to the same industrial conditions as other employees working the applicable roster.
- 16.4 Any new employee will be engaged on a probationary period for the first three months of their employment. This probationary period will apply to all new or returning employees, irrespective of whether they have prior service with the employer or other companies/organisations performing the same or similar work to that covered by this Agreement. A probationary period will not apply for internal company transfers.



- 16.5 The employer expects its employees to conduct themselves in a manner that would reflect its current high standards. All issued clothing is to be kept in a good condition and employees are to present themselves in a clean and tidy manner when at their place of duty.
- 16.6 All employees are expected to treat each other as representatives of the client, and other employees they deal with while on duty, with respect and courtesy.

17 HOURS OF EMPLOYMENT

17.1 The hours of employment and crew make up are outlined below in this clause.

Standard Weekly hours for crews working the 9/15 Roster at Edinburgh

- 17.2 Employees working the 9/15 roster on a 4 on 4 off basis will work an average of 42 hours per week over an eight (8) week cycle. The employee’s Base Rate of Pay will be based on 40 hours work which recognises 38 hours of ordinary time and 2 hours of overtime. The other two (2) will be taken as accrued Annual Leave.
- 17.3 The 9/15 crew minimum make up during airfield hours Monday to Friday will consist of:

Station Officers	Sub-Station Officer or Leading Firefighters	Firefighters	Watchroom Operator
1	1	2	1

17.4 The 9/15 crew minimum make up during category 4 airfield hours may consist of:

Station Officers	Leading Firefighters/Substation Officer	Firefighters	Watchroom Operator
1		3	1

Standard Weekly hours for crews working early and late shift at Edinburgh (Crash Crew)

17.5 The permanent Early and Late crew will work up to an average of 38 hours per week, Monday to Friday. This will be worked between the hours of 07:00 and 23:30 on Monday to Thursday and between 07:00 and 17:00 on Friday. The hours will be reviewed through the site consultation committee when the crash crew commences. The make-up of the crew will consist of:

Early Shift	Late Shift
4	4



The Crash Crew will comprise of employees classified as QLFF and below.

[Standard weekly hours of the crew working the 7/7 roster at Woomera.](#)

17.6 Employees working the 7/7 roster will work an average of 38.5 hours per week over an 8-week cycle. Overtime will be paid after 38.5. The make-up of the crew will consist of:

Station Officers	Firefighters
1	5

17.7 If the Department of Defence requirements change, the employer may change the arrangements subject to complying with the consultation obligations in this Agreement.

17.8 The crewing levels for Woomera will be subject to consultation and discussion between the parties during the life of this Agreement.

18 OVERTIME

18.1 All overtime worked in excess of the hours required in the site-specific roster (i.e. 42 hours for Edinburgh 9/15, 38 hours for Edinburgh Early Late and 38.5 hours for Woomera) will be paid at the rate of 1.9048.

18.2 Overtime will be calculated by multiplying the hourly rate of pay by 1.9048.

18.3 Employees are required to be available for reasonable overtime to meet the operational staffing levels at each site.

18.4 Where possible, overtime requirements will be programmed in advance. In the event that programmed overtime is cancelled with less than 48 hours' notice to the employee, the employee will be paid four (4) hours at the overtime rate.

18.5 An employee required to work overtime that is not continuous with ordinary rostered duty will be paid a minimum of four (4) hours at the applicable overtime penalty rate mentioned in this clause (Recall Procedure).

18.6 An employee who is requested to immediately attend work mid-shift, to cover an unexpected manning shortfall, will be paid from arrival at work.

19 ROSTERING

19.1 Rosters will be jointly developed, maintained, reviewed and changed, in accordance with the "rostering principles general rules".



19.2 A roster developed outside the rostering principles general rules may be worked only if mutually agreed to by the employees at the specific station, Regional Manager and National ARRF Operations Manager.

19.3 Rosters, including annual leave, will be programmed for an annual period where possible.

Breaks

19.4 Employees will be allowed a one hour paid meal break during each shift and will remain on duty.

19.5 Subject to operational requirements, meal breaks will be taken at regular times and will be commenced within 5 hours of commencing duty.

19.6 An employee working overtime will be allowed a paid rest break of 20 minutes after each 4 hours worked, provided that the employee is required to continue work after the rest break.

19.7 An employee performing fire duty continuously for a period of 3 hours or more will be entitled to a 30-minute paid break.

Roster hours for 9/15 roster at Edinburgh

19.8 The roster hours for the 9/15 roster at Edinburgh will be as follows:

- Day – 0700 to 1600 hours
- Night – 1600 hours to 0700 hours.

Roster hours for Early/Late shift roster at Edinburgh

19.9 The roster hours for the Early/Late shift roster at Edinburgh will be as follows:

- Early shift – 0700 hours to 1600 hours on Monday to Thursday and 0700 hours to 1700 hours on Friday
- Late shift – 1600 hours to 23.30 hours Monday to Thursday.

19.10 The Early and Late Shifts will alternate on a weekly basis unless agreed otherwise with the Employer.

19.11 If there is no flying activity or operational requirements beyond 23.00 the crash crew can be released at 23.00 subject to Station Officer approval.

19.12 Where the late crew are operationally required past 23.30 hours they will be paid overtime at the appropriate rate.

9/15 – Transition arrangements for Edinburgh – 2015 Grand parented Clause

19.13 The parties agree that during the transition phase, the 26 employees who are employed at the signing of this Agreement, will be placed on the 9/15 roster (unless



an individual employee would like to move to the Early/Late crew and watchroom), with an understanding that when a vacancy occurs on a 9/15 crew, that position will be reallocated to a permanent early/late position.

7/7 Roster at Woomera

19.14 The roster hours at Woomera for appointed positions and one Firefighting position will be as follows for a shift cycle:

Tuesday	13:00 to 1800
Wednesday	0730 to 18:20
Thursday	0730 to 18:20
Friday	0730 to 18:20
Saturday	0730 to 18:20
Sunday	0730 to 18:20
Monday	0730 to 18:20
Tuesday	0730 to 14:00

19.15 The roster hours at Woomera for Firefighters will be as follows for a day shift cycle:

Tuesday	14:00 to 18:00
Wednesday	0800 to 18:00
Thursday	0800 to 18:00
Friday	0800 to 18:00
Saturday	0800 to 18:00
Sunday	0800 to 18:00
Monday	0800 to 18:00
Tuesday	0800 to 14:00

19.16 The roster hours at Woomera for Firefighters will be as follows for a night shift cycle:

Tuesday	18:00 to 0:800
Wednesday	18:00 to 0:800
Thursday	18:00 to 0:800
Friday	18:00 to 0:800
Saturday	18:00 to 0:800
Sunday	18:00 to 0:800
Monday	18:00 to 0:800

19.17 The Firefighters will do one in four rotations on the nightshift.

General Rostering Principles

19.18 The duration of rostered shifts is flexible to a maximum of 24 hours subject to fatigue policies to be reviewed by the parties in the life of the document.

19.19 All rosters must follow an even/regular cycle.

19.20 No roster will contain split shifts or incorporate a 'quick change around'.

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- 19.21 Any break between shifts must not be less than 8 hours.
- 19.22 Subject to the recommendation of the Regional ARFF Manager and with the approval of the National Operations Manager, the roster, once compiled, will not be departed from except to meet an emergency due to sickness or other unexpected or unavoidable cause.
- 19.23 In the event of an alarm requiring any station to stand-by or turn-out for an incident being received at the station during roll call the on-coming shift will crew the appliances, and if required, proceed to the fire, and the off-going shift will remain on duty if required until the other shift returns or until otherwise directed when it will be dismissed.
- 19.24 If, when the on-coming shift reports at a station at the time prescribed for the change of shift, the other shift is proceeding to, or attending an incident, the on-coming shift, if so directed will, after roll call, proceed to the incident. The officer or senior member of the shift will report the arrival of the shift to the Officer-in-Charge of the incident without delay. Where the off-going shift is not required at the incident or detailed for duty elsewhere, it will return to its station and remain available until the other shift returns or until otherwise directed, when it will be dismissed.
- 19.25 If one or more members of the on-coming shift are absent, an equal number of members in the shift on duty may be retained on duty until relieved. Where the absence is for an anticipated duration of more than one (1) shift and a replacement Firefighter is not available from within the station a replacement Firefighter will be sourced from another station. Nothing herein contained is to be deemed to sanction an unauthorised absence or to relieve the absent member from a liability to be charged with being absent without leave and dealt with accordingly.
- 19.26 Subject to the provisions of this clause, employees will be dismissed punctually from their rostered shift.
- 19.27 The Regional ARFF Manager will be responsible for the "boundaries" or "parameters" of all Fire Station rosters; each roster will be developed through consultation with the consultative committee.
- 19.28 Roster changes may be initiated by an employee (or group of employees) through the site consultative committee and submitted to the Regional ARFF Manager for endorsement. Any suggested changes must meet all necessary general and operational requirements.

20 SHIFT EXCHANGES

- 20.1 In order to reduce domestic and family pressure on individuals due to the requirements of permanent shift work, personnel will be allowed to swap or exchange shifts on a mutual basis.
- 20.2 Part shifts will also be able to be exchanged on an hour for hour basis, with the approval of the Station Officer.



20.3 To allow more flexibility with shift changes the Station Officers may carry out shift exchanges with suitably qualified employees at any time. With the proviso that the shift exchange is cost neutral to the employer, no Higher Duty Allowance will be paid to employees for shift exchanges.

21 SALARIES

Increases

The annual wage increases over the life of the agreement based on 0% in the first year, 3% in the second year and 3% in the third year. Each increase is applicable from the first full pay period to commence on or after 14th February each year. A fourth and final increase of 3% shall be payable from the first full pay period to commence on or after 14 February 2023 (on the nominal expiry date of this agreement).

Salaries for employees working the 9/15 roster at Edinburgh

- 21.1 The weekly rates of pay for employees working the 9/15 roster at Edinburgh is determined by 38 hours of the hourly rate and 2 hours of overtime.
- 21.2 Calculation of hourly rate for 9/15 roster at Edinburgh is calculated by dividing the weekly rate by 41.8096 ordinary hours (38hrs + (1.9048% x 2)).
- 21.3 The following will be rates of pay from the first full pay period on or after this agreement is approved by the Fair Work Commission:

Classification	Hourly rate	Weekly	Yearly
Watchroom operator Level 1	\$27.96	\$1,169.12	\$60,794.08
Watchroom Operator Level 2	\$29.60	\$1,237.65	\$64,357.63
Watchroom operator Level 3/ Firefighter Level 1	\$34.91	\$1,459.68	\$75,903.52
Firefighter Level 2	\$35.67	\$1,491.21	\$77,542.75
Firefighter Level 3	\$37.16	\$1,553.80	\$80,797.45
Qualified Firefighter	\$42.40	\$1,772.64	\$92,177.04
QFF with Leading Firefighter Qualifications	\$42.91	\$1,794.11	\$93,293.62
Leading Firefighter	\$43.83	\$1,832.48	\$95,289.20
Substation officer	\$47.62	\$1,991.02	\$103,532.87
Station officer	\$50.08	\$2,093.81	\$108,878.19



21.4 The following will be rates of pay from the first full pay period on or after the 14 February 2020:

Classification	Hourly rate	Weekly	Yearly
Watchroom operator Level 1	\$28.80	\$1,204.19	\$62,617.90
Watchroom Operator Level 2	\$30.49	\$1,274.78	\$66,288.36
Watchroom operator Level 3/ Firefighter Level 1	\$35.97	\$1,503.47	\$78,180.63
Firefighter Level 2	\$36.74	\$1,535.95	\$79,869.03
Firefighter Level 3	\$38.27	\$1,600.41	\$83,221.37
Qualified Firefighter	\$43.67	\$1,825.82	\$94,942.35
QFF with Leading Firefighter Qualifications	\$44.20	\$1,847.93	\$96,092.43
Leading Firefighter	\$45.14	\$1,887.45	\$98,147.88
Substation officer	\$49.05	\$2,050.75	\$106,638.86
Station officer	\$51.58	\$2,156.62	\$112,144.54

21.5 The following will be rates of pay from the first full pay period on or after this 14 February 2021:

	Hourly rate	Weekly rate	Yearly
Watchroom operator Level 1	\$29.66	\$1,240.32	\$64,496.44
Watchroom Operator Level 2	\$31.40	\$1,313.02	\$68,277.01
Watchroom operator Level 3/ Firefighter Level 1	\$37.05	\$1,548.57	\$80,526.04
Firefighter Level 2	\$37.84	\$1,582.02	\$82,265.10
Firefighter Level 3	\$39.42	\$1,648.43	\$85,718.01



Qualified Firefighter	\$44.98	\$1,880.59	\$97,790.62
QFF with Leading Firefighter Qualifications	\$45.52	\$1,903.37	\$98,975.20
Leading Firefighter	\$46.50	\$1,944.08	\$101,092.31
Substation officer	\$50.52	\$2,112.27	\$109,838.02
Station officer	\$53.13	\$2,221.32	\$115,508.87

21.6 The following will be rates of pay from the first full pay period on or after this 13 February 2022:

	Hourly rate	Weekly rate	Yearly
Watchroom Operator Level 1	\$30.55	\$1,277.53	\$66,431.33
Watchroom Operator Level 2	\$32.34	\$1,352.41	\$70,325.32
Watchroom Operator Level 3/ Firefighter Level 1	\$38.16	\$1,595.03	\$82,941.83
Firefighter Level 2	\$38.98	\$1,629.49	\$84,733.06
Firefighter Level 3	\$40.61	\$1,697.88	\$88,289.56
Qualified Firefighter	\$46.33	\$1,937.01	\$100,724.34
QFF with Leading Firefighter Qualifications	\$46.89	\$1,960.47	\$101,944.46
Leading Firefighter	\$47.89	\$2,002.40	\$104,125.08
Substation officer	\$52.04	\$2,175.64	\$113,133.16
Station officer	\$54.72	\$2,287.96	\$118,974.14



21.7 The following will be rates of pay from the first full pay period on or after this 14 February 2023:

	Hourly rate	Weekly rate	Yearly
Watchroom Operator Level 1	\$31.47	\$1,315.85	\$68,424.27
Watchroom Operator Level 2	\$33.32	\$1,392.99	\$72,435.08
Watchroom Operator Level 3/ Firefighter Level 1	\$39.30	\$1,642.88	\$85,430.08
Firefighter Level 2	\$40.15	\$1,678.37	\$87,275.05
Firefighter Level 3	\$41.82	\$1,748.82	\$90,938.24
Qualified Firefighter	\$47.72	\$1,995.12	\$103,746.07
QFF with Leading Firefighter Qualifications	\$48.30	\$2,019.29	\$105,002.79
Leading Firefighter	\$49.33	\$2,062.47	\$107,248.83
Substation officer	\$53.60	\$2,240.91	\$116,527.16
Station officer	\$56.37	\$2,356.60	\$122,543.36

Salaries for employees working the Early/Late crew at Edinburgh

21.8 The current 37-hour rates for the Crash Crew remain in place until the Agreement commences operations, see current rates below:

Classification	Hourly rate	Weekly	Yearly
Firefighter Level 1	\$34.91	\$1,291.77	\$67,171.90
Firefighter Level 2	\$35.67	\$1,319.66	\$68,622.56
Firefighter Level 3	\$37.16	\$1,375.05	\$71,502.85
Qualified Firefighter	\$42.40	\$1,568.72	\$81,573.38
QFF with Leading Firefighter Qualifications	\$42.91	\$1,587.72	\$82,561.51



21.9 The following will be rates of pay from the first full pay period on or after this agreement is approved by the Fair Work Commission (38-hour week):

Classification	Hourly rate	Weekly	Yearly
Firefighter Level 1	\$34.91	\$1,326.58	\$68,982.16
Firefighter Level 2	\$35.67	\$1,355.46	\$70,483.92
Firefighter Level 3	\$37.16	\$1,412.08	\$73,428.16
Qualified Firefighter	\$42.40	\$1,611.20	\$83,782.40
QFF with Leading Firefighter Qualifications	\$42.91	\$1,630.58	\$84,790.16

21.10 The following will be rates of pay from the first full pay period on or after this 14 February 2020:

	Hourly rate	Weekly rate	Yearly
Firefighter Level 1	\$35.96	\$1,366.38	\$71,051.62
Firefighter Level 2	\$36.74	\$1,396.12	\$72,598.44
Firefighter Level 3	\$38.27	\$1,454.44	\$75,631.00
Qualified Firefighter	\$43.67	\$1,659.54	\$86,295.87
QFF with Leading Firefighter Qualifications	\$44.20	\$1,679.50	\$87,333.86

21.11 The following will be rates of pay from the first full pay period on or after this 14 February 2021:

	Hourly rate	Weekly rate	Yearly
Firefighter Level 1	\$37.04	\$1,407.37	\$73,183.17
Firefighter Level 2	\$37.84	\$1,438.01	\$74,776.39
Firefighter Level 3	\$39.42	\$1,498.08	\$77,899.93
Qualified Firefighter	\$44.98	\$1,709.32	\$88,884.75



Qualified Firefighter with Leading Firefighter Qualifications	\$45.52	\$1,729.88	\$89,953.88
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21.12 The following will be rates of pay from the first full pay period on or after this 14 February 2022:

	Hourly rate	Weekly rate	Yearly
Firefighter Level 1	\$38.15	\$1,449.59	\$75,378.67
Firefighter Level 2	\$38.98	\$1,481.15	\$77,019.68
Firefighter Level 3	\$40.61	\$1,543.02	\$80,236.93
Qualified Firefighter	\$46.33	\$1,760.60	\$91,551.29
QFF with Leading Firefighter Qualifications	\$46.89	\$1,781.78	\$92,652.50

21.13 The following will be rates of pay from the first full pay period on or after this 14 February 2023:

	Hourly rate	Weekly rate	Yearly
Firefighter Level 1	\$39.29	\$1,493.08	\$77,640.03
Firefighter Level 2	\$40.15	\$1,525.58	\$79,330.27
Firefighter Level 3	\$41.82	\$1,589.31	\$82,644.04
Qualified Firefighter	\$47.72	\$1,813.42	\$94,297.83
QFF with Leading Firefighter Qualifications	\$48.30	\$1,835.23	\$95,432.07

Salaries for employees working the 7/7 roster at Woomera

21.14 The weekly rates of pay for employee's working the 7/7 roster at Woomera is determined by 38 hours of the hourly rate and 0.5 hours of overtime.

21.15 The following will be rates of pay from the first full pay period on or after this agreement is approved by the Fair Work Commission:



Classification	Hourly rate	Weekly	Yearly
Watchroom Operator Level 1	\$27.96	\$1,089.28	\$56,642.79
Watchroom Operator Level 2	\$29.60	\$1,153.08	\$59,959.99
Watchroom Operator Level 3/ Firefighter Level 1	\$34.92	\$1,360.10	\$70,725.25
Firefighter Level 2	\$35.67	\$1,389.39	\$72,248.24
Firefighter Level 3	\$37.16	\$1,447.56	\$75,273.36
Qualified Firefighter	\$42.39	\$1,651.38	\$85,871.72
QFF with Leading Firefighter Qualifications	\$42.91	\$1,671.44	\$86,914.86
Leading Firefighter	\$43.83	\$1,707.15	\$88,771.66
Sub Station Officer	\$47.62	\$1,833.37	\$95,335.24
Station officer	\$50.08	\$1,950.68	\$101,435.45

21.16 The following will be rates of pay from the first full pay period on or after the 14 February 2020:

	Hourly rate	Weekly rate	Yearly
Watchroom Operator Level 1	\$28.80	\$1,121.96	\$58,342.07
Watchroom Operator Level 2	\$30.49	\$1,187.67	\$61,758.79
Watchroom Operator Level 3/ Firefighter Level 1	\$35.97	\$1,400.90	\$72,847.01
Firefighter Level 2	\$36.74	\$1,431.07	\$74,415.69
Firefighter Level 3	\$38.27	\$1,490.99	\$77,531.56
Qualified Firefighter	\$43.67	\$1,700.92	\$88,447.87
QFF with Leading Firefighter	\$44.20	\$1,721.58	\$89,522.31



Qualifications			
Leading Firefighter	\$45.14	\$1,758.36	\$91,434.81
Sub Station Officer	\$49.05	\$1,888.37	\$98,195.30
Station Officer	\$51.58	\$2,009.20	\$104,478.51

21.17 The following will be rates of pay from the first full pay period on or after the 14 February 2021:

	Hourly rate	Weekly rate	Yearly
Watchroom Operator Level 1	\$29.66	\$1,155.62	\$60,092.34
Watchroom Operator Level 2	\$31.40	\$1,223.30	\$63,611.55
Watchroom Operator Level 3/ Firefighter Level 1	\$37.05	\$1,442.93	\$75,032.42
Firefighter Level 2	\$37.84	\$1,474.00	\$76,648.16
Firefighter Level 3	\$39.42	\$1,535.72	\$79,857.51
Qualified Firefighter	\$44.98	\$1,751.95	\$91,101.31
QFF with Leading Firefighter Qualifications	\$45.52	\$1,773.23	\$92,207.97
Leading Firefighter	\$46.50	\$1,811.12	\$94,177.85
Sub Station Officer	\$50.52	\$1,945.02	\$101,141.16
Station Officer	\$53.13	\$2,069.48	\$107,612.87

21.18 The following will be rates of pay from the first full pay period on or after the 14 February 2022:

	Hourly rate	Weekly rate	Yearly
Watchroom Operator Level 1	\$30.55	\$1,190.29	\$61,895.11
Watchroom Operator Level 2	\$32.34	\$1,260.00	\$65,519.90



Watchroom Operator Level 3/ Firefighter Level 1	\$38.16	\$1,486.22	\$77,283.39
Firefighter Level 2	\$38.98	\$1,518.22	\$78,947.60
Firefighter Level 3	\$40.61	\$1,581.79	\$82,253.23
Qualified Firefighter	\$46.33	\$1,804.51	\$93,834.35
QFF with Leading Firefighter Qualifications	\$46.89	\$1,826.43	\$94,974.21
Leading Firefighter	\$47.89	\$1,865.45	\$97,003.19
Sub Station Officer	\$52.04	\$2,003.37	\$104,175.39
Station Officer	\$54.72	\$2,131.56	\$110,841.25

21.19 The following will be rates of pay from the first full pay period on or after the 14 February 2023:

	Hourly rate	Weekly rate	Yearly
Watchroom Operator Level 1	\$31.47	\$1,225.99	\$63,751.96
Watchroom Operator Level 2	\$33.32	\$1,297.80	\$67,485.50
Watchroom Operator Level 3/ Firefighter Level 1	\$39.30	\$1,530.80	\$79,601.89
Firefighter Level 2	\$40.15	\$1,563.77	\$81,316.03
Firefighter Level 3	\$41.82	\$1,629.24	\$84,720.83
Qualified Firefighter	\$47.72	\$1,858.64	\$96,649.38
QFF with Leading Firefighter Qualifications	\$48.30	\$1,881.22	\$97,823.44
Leading Firefighter	\$49.33	\$1,921.41	\$99,913.29
Sub Station Officer	\$53.60	\$2,063.47	\$107,300.65



Station officer	\$56.37	\$2,195.51	\$114,166.49
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22 PAYMENT OF WAGES

- 22.1 Wages will be paid fortnightly by electronic transfer. Employees will be provided with 3 months' notice prior to the transition to fortnightly wages.
- 22.2 The salaries outlined in this Agreement are a composite wage calculated to include payments for shift allowances, public holidays (noting that Early/Late crew won't work public holidays), annual leave loading and site-specific overtime component as outlined in the wage tables.
- 22.3 The fortnightly wage is deemed payable for all purposes including superannuation, workers compensation, personal leave, annual leave and long service leave.
- 22.4 On each pay day, employees will be furnished with a statement (either electronically or paper) showing the gross amount of ordinary wages and overtime together with separate details of all deductions and allowances.
- 22.5 Employees will have their salary paid into any bank or other financial institution as nominated by the employee. Salaries will be deposited by the Employer in sufficient time to ensure that wages are available for withdrawal no later than pay day.
- 22.6 The employer will endeavour to rectify genuine underpayments as soon as possible after being notified by the employee. In the event that a genuine underpayment is not rectified within 7 days of the employee notifying the employer, the employee will be entitled to notify a dispute under the dispute resolution clause of this Agreement.

23 DEPLOYMENTS

- 23.1 A "deployment" is defined as any work conducted away from an employee's home station which requires an employee to spend a minimum of two nights away from their home station at another station or location.
- 23.2 The employer will seek volunteers to fill the necessary positions required for the Deployment. A fair system of rotation will be developed so that all appropriately qualified and current employees have the opportunity to volunteer for Deployments, and so that the employer can meet its contractual obligations.
- 23.3 Employees will be required to work the roster of the visiting station or a roster to meet the requirements of the Deployment as determined by the employer whilst on Deployment, taking into consideration WHS implications.
- 23.4 Employees will be paid for all hours worked whilst on Deployment including time taken to travel from their home station to and from the Deployment.

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- 23.5 Travel time will be calculated from the home station to the overnight accommodation where an employee is required to stay overnight in transit to and from a Deployment.
- 23.6 Overtime will be paid to employees who, whilst on deployment, work in excess of hours they would have normally been paid for. Normal hours are based on the 4 on 4 off roster, 336 hours worked over the eight-week cycle. Using the deployment calculator which is currently in place and endorsed by the Consultative Committee to accurately aid in calculating the overtime entitlements whilst deployed.
- 23.7 When calculating overtime, the rate will be based on 190.48% of the pay prescribed for the employee's classification.
- 23.8 If, whilst on deployment, an employee works less hours than they would have normally been paid for, the employer will pay the employee as if they had worked 336 hours during that roster cycle.
- 23.9 Employees will be paid the deployment allowance outlined in the allowances table per day, in addition, employees will be paid three meal allowances (breakfast, lunch and dinner) for each day of the deployment inclusive of travel days.
- 23.10 Employees who are required to be on call during the Deployment will be paid the on-call allowance as per the Allowances table in addition to the Deployment Allowance.
- 23.11 Deployment Allowances will be paid as part of the regular pay cycle, with overtime to be calculated and paid on their return to home station on a one-off payment basis.

24 PERSONAL PROTECTIVE CLOTHING AND STATION WEAR

- 24.1 Where no standard has been defined then the standard provided by other Aviation Fire Services will apply.
- 24.2 The employer will supply each firefighting employee, free of charge, with suitable PPC and station wear as detailed in Schedule C which will be agreed through the National PPC Consultative Committee. Changes to PPC and clothing will be made on a consultative basis through the National PPC Consultative Committee. Where there is a conflict of opinion, expert advice and determination will be sought from relevant experts in the industry which may include the Union National Safety Coordinator.
- 24.3 The employer will be responsible for the cost of replacing, repairing and/or cleaning the articles of clothing.
- 24.4 The replacement, repairs and/or cleaning of the articles of clothing and PPC will occur on fair wear and tear basis.

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- 24.5 Employees are responsible for cleaning their own station wear that is not Personal Protective Clothing. For this purpose, the employer will provide suitable laundering facilities which will include at a minimum of a washing machine and clothes dryer at each station for use by the employees.
- 24.6 At each site, a pool of clean and sanitised PPC will be maintained for immediate use to provide a change of PPC in the event of contamination of issued PPC.
- 24.7 The Parties agree to continue with the National PPC Consultative Committee to review and make recommendation(s) on the provision, type, style and time frame for the distribution of Station Wear to be provided for employees.

25 AMENITIES

- 25.1 The employer will provide at each station such amenities to provide for the preparation and consumption of meals, refreshments, recreation, rest and recline.
- 25.2 To enable comfortable sleep during rest and recline, sufficient beds, mattresses, their covers and pillows will be supplied to accommodate the number of employees on night shift at each station.
- 25.3 A notice board will be provided in each workplace. Employee and/or union representative(s) and the elected WH&S representative will have access to the contents of the notice board.
- 25.4 Facilities for preparing hot drinks will be provided for all employees on duty. Tea, coffee, milk and sugar will be provided at each location for use during meal and rest breaks.
- 25.5 Refreshments will be provided for employees on fire and salvage duty for three (3) hours or more for which a break of 30 minutes will be allowed.
- 25.6 The employer will provide appropriate facilities, as agreed between the parties upon the employment of a female employees.
- 25.7 The employer will provide sufficient equipment or access to appropriate facilities on-site and time for on-duty employees to undertake physical fitness training at each fire station. The employer will continue to maintain the existing gym equipment, and in addition will also provide:
- Medicine balls;
 - Kettle balls;
 - Dumbbells;
 - Gym balls; and
 - One 'Smith' Weight machine (one off purchase).

Staff at Woomera will continue to have access to gym facilities as arranged by Broadspectrum.

25.8 A refrigerated water cooler will be provided at each Fire station.

26 PERSONAL LEAVE

26.1 For the purposes of this Enterprise Agreement and subject to the terms of this clause, Personal Leave can be used for Sick Leave or Carer's Leave purposes (as defined) for full time or part time employees and accumulates uncapped:

26.1.1 Personal Leave is claimable for the purposes of an employee being sick or injured (excluding workers compensation purposes);

26.1.2 Carer's Leave is claimable for the purposes of where the employee is the primary care giver to a sick immediate family member. Provided also an employee (including a casual employee) can take two unpaid days in any 12-monthly period for the purposes of Carer's Leave.

Entitlement

26.2 From the first pay period after the 15th Feb 2019, and in all subsequent years, employees will be credited with 15 shifts of personal leave per annum.

26.3 The employee will be entitled to 5 days sick leave in any one (1) calendar year without the provision of a medical certificate or a Statutory Declaration. Evidence will be required by the employer for additional personal leave shifts taken beyond 5 days in a calendar year.

26.4 The parties agree to establish a working party to examine unplanned absences. Employees demonstrated to have misused their personal leave entitlement may be subject to counselling and discipline procedures.

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

26.6 An employee may take unpaid carer's leave by agreement with the employer.

27 PARENTAL LEAVE

27.1 Employees are entitled to parental leave entitlements (including but not limited to maternity, paternity and adoption leave) in accordance with the NES.

28 Compassionate (Bereavement) leave

28.1 An employee is entitled to use up to three (3) shifts paid compassionate leave on any occasion on which a member of the employee's immediate family or

household in Australia dies or outside of Australia if the employee attends the funeral.

- 28.2 Additional Bereavement Leave may be negotiated between the employer and the employee should the employee travel outside of Australia to attend the funeral.

29 PRESSING NECESSITY LEAVE

- 29.1 Leave of absence of up to four (4) shifts on full pay may be granted to any employee where unusual or special circumstances apply or on account of the serious illness of his or her spouse, child, father, mother, brother, sister or grandparent, or his or her spouse's father, mother, brother, sister, grandparents, or in any other case where in the opinion of the employer special circumstances exist.
- 29.2 Where in circumstances or in respect of a period not provided for the employer is satisfied that on account of pressing necessity leave should be granted to an employee, the employer may grant such leave as the employer considers appropriate and on such terms and conditions as the employer sees fit.
- 29.3 The employer has the right to request that evidence be provided to support applications for leave in accordance with this clause.

30 ANNUAL LEAVE

Annual Leave will accrue weekly.

9/15 Roster System Employees at Edinburgh

- 30.1 An employee shall be entitled to 65.06 days Annual Leave per year which is converted to an annual hourly entitlement of 390 hours per year. This figure is based on five (5) weeks Annual Leave, leave in lieu of public holidays, and accrued leave in lieu of two (2) hours duty rostered each week.
- 30.2 This leave will be deducted at 6 hours per day an employee is on annual leave. For example, if an employee is on a 28 day leave cycle they will have 168 hours deducted from their leave bank.
- 30.3 Annual leave will be programmed on an annual basis working off the 28 day leave cycle and taken within periods of 20 and 24 weeks inclusive of the leave cycle. Station officer leave will also be programmed on the same basis.

Early/Late Crew Employees at Edinburgh

- 30.4 Upon commencement of the Agreement an employee working the early late crew at Edinburgh will be entitled to 152 hours of annual leave per year (38 hours per week) to be deducted at 7.6 hours per shift.
- 30.5 A permanent early/late crew employee may be required to take paid annual leave during all or part of a period where the employer has a reduced activity period.

Annual Leave Planning

- 30.6 If the client is yet to nominate a period of operational standby or reduced activity period prior to the 15 October in any given year, then the period of annual leave for staff on the early late roster shall commence at the conclusion of the second full calendar week of December and will be for a period of 4 calendar weeks.
- 30.7 In the event, the client advises there will be no period of operational standby prior to the 15 October in any given year, staff on the early late roster may negotiate with the Regional Manager to amend leave arrangements. This may include, subject to operational requirements, negotiating amended dates and/or volumes of leave be taken, with the flexibility afforded to request leave at a future time.

Woomera Employees

- 30.8 An employee shall be entitled to 264 hours of annual leave per year. This leave will be deducted at 11 hours per shift the employee would have worked whilst the employee is on leave. For example, an employee who takes seven days leave during a week when they would have performed seven shifts will be deducted 77 hours.
- 30.9 Leave will be taken as agreed between the employee and the employer subject to operational requirements.

Cashing Out of Annual Leave

- 30.10 The company and an employee may agree to the employee cashing out a particular amount of the employee's accrued paid annual leave provided that the following requirements are met:
- a) each cashing out of a particular amount of accrued paid annual leave must be by a separate agreement between the company and the employee which must:
 - be in writing and retained as an employee record;
 - state the amount of accrued leave to be cashed out and the payment to be made to the employee;
 - state the date on which the payment is to be made, and
 - be signed by the company and employee and, if the employee is under 18 years of age, the employees' parent or guardian;
 - b) 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 that it is cashed out;
 - c) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and

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- d) employees may not cash out more than two weeks accrued annual leave in any 12-month period.
 - e) Employees will be able to elect to cash out, subject to the above rules, a one-off amount of up to 6 weeks annual leave. This election must be made within 3 months the Agreement commencing operation. Any request beyond this date will not be considered and will not be approved.

31 TIME OFF IN LIEU (TOIL)

At the election of the employee, time off may be taken on a shift for shift basis (either Day or Night) in lieu of receiving overtime rates, provided that the TOIL is exhausted within 60 days. If the TOIL is not exhausted in this time, the applicable penalty rate will be paid for the shift that the TOIL was worked. The time when an employee takes TOIL will be taken by agreement with the employer.

32 COMMUNITY SERVICES LEAVE

Employees are entitled to be absent from work for the purpose of performing community service activities in accordance with the NES which includes a recognised voluntary emergency activity.

33 DEFENCE FORCES RESERVE LEAVE

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

34 UNION TRAINING LEAVE

Employees covered by this Agreement that are duly elected/appointed as the union representative/delegates will be allowed up to 5 days paid leave per annum to attend trade union training courses conducted or approved by Trade Union Training Australia Inc. or the UFU of SA, provided that reasonable notice has been given to the employer. The employer may grant additional leave where additional training is regarded as beneficial to the enterprise.

35 Leave to deal with Family and Domestic Violence

35.1 This clause applies to all employees.

35.2 Definitions

(a) In this clause:

- family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

family member means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
 - (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
- (b) A reference to a spouse or de facto partner in the definition of family member in clause includes a former spouse or de facto partner.

Entitlement to unpaid leave

35.3 An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

- (a) the leave is available in full at the start of each 12-month period of the employee's employment; and
- (b) the leave does not accumulate from year to year; and
- (c) is available in full to part-time and casual employees.

35.4 A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

35.5 The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

Taking unpaid leave

35.6 An employee may take unpaid leave to deal with family and domestic violence if the employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

35.7 Service and continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

35.8 Notice and evidence requirements

(a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 35. The notice:

- (i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise the employer of the period, or expected period, of the leave.

(b) Evidence

An employee who has given their employer notice of the taking of leave under clause 35 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 35.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

35.9 Confidentiality

(a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 35 is treated confidentially, as far as it is reasonably practicable to do so.

(b) Nothing in clause 35 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

35.8 Compliance

An employee is not entitled to take leave under clause 35 unless the employee complies with clause 35.

36 EXCHANGES

An employee and the employer may agree for an employee to go on exchange with a state or federal emergency service provider. Any exchange must be agreed by the Employer prior to the employee going on exchange.

37 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 37.1 The employer and an employee covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- 37.1.1 the arrangement deals with when leave is to be taken in accordance with clause career paths in clause 37;
 - 37.1.2 the arrangement meets the genuine needs of the Employer and employee in relation to the matter mentioned in paragraph (a); and
 - 37.1.3 the arrangement is genuinely agreed to by the employer and employee.
- 37.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- 37.2.1 are about permitted matters under section 172 of the *Fair Work Act 2009* (Cth);
 - 37.2.2 are not unlawful terms under section 194 of the *Fair Work Act 2009*(Cth); and
 - 37.2.3 results in the employee being better off overall than the employee would be if no arrangement was made.
- 37.3 The employer must ensure that the individual flexibility arrangement:
- 37.3.1 is in writing;
 - 37.3.2 includes the name of the employer and the employee;
 - 37.3.3 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
 - 37.3.4 includes details of the terms of the enterprise agreement that will be varied by the arrangement, how the arrangement will vary the effect of the terms and 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
 - 37.3.5 states the day on which the arrangement commences.
- 37.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.



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- 37.5 The employer or the employee may terminate the individual flexibility arrangement by giving no more than 28 days written notice to the other party to the arrangement or if the employer and the employee agree in writing at any time.
- 37.6 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.

38 CAREER PATHS AND OPPORTUNITIES

- 38.1 Employees will be appointed to a classification in accordance with their qualifications as identified in the Training Matrix. Note: appointment to the position of Leading Firefighter and above is subject to there being a vacancy.
- 38.2 In addition to the above clause, employees will need to demonstrate the following experience as prescribed in the appropriate position classification and,
- 38.3 At the aviation bases, all classifications above that of Firefighter Level 1 must have acquired accreditation with the requisite aviation modules.
- 38.4 Employees other than those covered by the agreement at the time of registration will not be entitled to apply for an appointed position until they have completed two (2) years' service with the employer.
- 38.5 Employees engaged by the employer who have been employed as professional career Firefighters in another service, including Defence Forces, within the previous two years, will have their qualifications held in their previous service recognised, provided that these qualifications meet current industry standards. 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.
- 38.6 The parties will consult about which work groups will be given first opportunity for career advancement.

Interview panels

- 38.7 Appointment panels will be composed so that the panel members, between them, have a good working knowledge of the technical skills of the position and an objective view of the assessment process. To that end, two station officers will be required for the interview process for all internal promotion interviews but only one station officer for new recruits.

Candidate Selection

- 38.8 The best candidate regardless of the source will be selected based on merit. This means that all applicants will, whether they are internal or external to the Company at the time of the interview will be assessed and considered equally. Criteria such as skills, knowledge, experience, attitude and best fit for site will be used. The Station

Officers who participate in selection panels must be present and involved during final deliberations to select the successful candidate or candidates.

- 38.9 QFF Vacancy on a crew – all qualified and operationally current employees may compete for positions. A merit based selection process will be used. The Station Officer or Sub Station Officer of the crew will form part of the selection panel. Watchroom operators who have been approved for operational firefighting duties prior to the vacancy arising, may also compete for the position on crew.

39 NOTICE OF TERMINATION

Notice Period

- 39.1.1 In order to terminate the employment of an employee, the employer will give to the employee the following notice:

Employee's Period of Continuous Service	Period of Notice
Not more than 1 year	at least 1 week
More than 1 year but not more than 3 years	at least 2 weeks
More than 3 years but not more than 5 years	at least 3 weeks
More than 5 years	at least 4 weeks

- 39.1.2 In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service shall be entitled to an additional week's notice.

- 39.1.3 Payment in lieu of the notice prescribed above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- 39.1.4 In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had employment not been terminated shall be used.

- 39.1.5 The period of notice in this clause shall not apply in the case of termination of employees engaged for a specific period of time or for a specific task or tasks.

Termination of employment by employee

- 39.2 Employment is terminable by an employee by providing two weeks' notice. Statement of Employment.



Summary dismissal

39.3 Notwithstanding the provisions of this Clause, the Company shall have the right to dismiss any employee, without notice, for serious misconduct. In such cases wages shall be paid up to the time of dismissal only.

40 REDUNDANCY

40.1 Redundancy occurs when the employer decides that it no longer wishes the job the employee has been doing to be done by anyone and which is not due to the ordinary and customary turnover of labour. Where an employee is made redundant the following severance payment will be made:

PERIOD OF CONTINUOUS SERVICE	SEVERANCE PAY
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	7 weeks' pay
3 years and less than 4 years	10 weeks' pay
4 years and less than 5 years	12 weeks' pay
5 years and less than 6 years	14 weeks' pay
6 years and less than 7 years	16 weeks' pay
7 years and less than 8 years	18 weeks' pay
8 years and less than 9 years	20 weeks' pay
9 years and over	22 weeks' pay

Time off during notice period

40.2 During the period of notice of redundancy given by the employer, an employee will 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.

40.3 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 will, at the request of the employer, be required to produce proof of attendance at an



interview or he or she will not receive payment for the time absent. For this purpose a Statutory Declaration will be sufficient.

Reasonable alternative employment

40.4 If an employee is offered reasonable alternative employment within the company, or a related company, the employee shall not be entitled to any severance payments even if the employee does not accept the offer.

40.5 Reasonable alternative employment means employment with the employer in a substantially similar position which on, balance, has no less favourable terms and conditions of employment and where the employee's service with the employer is deemed continuous or the 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.

41 SUPERANNUATION

41.1 The employer will make superannuation contributions on behalf of each employee in accordance with the Superannuation Guarantee [Administration] Act 1992 (Commonwealth) into a fund of the employees choosing or in the absence of an employee election into the employer's default fund which is currently Australian Super.

41.2 The employer will provide for the provision of salary sacrifice.

42 LONG SERVICE LEAVE

42.1 Employees covered by this agreement will be entitled to long service leave in accordance with the *South Australian Long Service Leave Act 1987*.

42.2 Calculation of employees' long service leave will be based on the employee's ordinary hours which means that all accruals and deductions will be calculated at that same rate.

42.3 Whilst on long service leave the standard weekly wage outlined in clause 21 will be paid.

43 INCOME PROTECTION

43.1 The employer will provide Income Protection Insurance (sickness and accident) for all employees covered by this Agreement.

43.2 The employer agrees to arrange the necessary insurance with that provider within 30 days of an employee engagement under this Agreement.

44 ACCIDENT PAY

44.1 An employee absent from work on account of any injury or illness arising out of or in the course of employment will 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 will be paid the difference between his or her total wage and such compensation.

45 PUBLIC HOLIDAYS

- 45.1 There will not be an extra payment for duty that is performed on a public holiday for employees working the 9/15 roster at Edinburgh or the 7/7 roster at Woomera.
- 45.2 Personnel working permanent early/late shift are not required for duty on a public holiday. If required to attend work, they will be paid 190.48 % overtime rates for all hours worked regardless of the shift they would have been working.
- 45.3 Requests for increased Airfield Category on a public holiday will managed via recall procedures in this Agreement.

46 SKILLS DEVELOPMENT AND TRAINING

Skills development and training

- 46.1 The parties acknowledge that managing technological change is a significant operational challenge. New Technology is a key to future safety and efficiency.
- 46.2 To achieve this end, the employer will provide employees with appropriate training such that they are able to optimize their effectiveness in achieve the requirements of their position and the objectives of the employer.
- 46.3 Firefighter training – training to maintain currency with qualifications held is to be provided by the employer. This includes, but is not limited to:
- Live Fire Training – Annually
- 46.4 If a suitable virtual reality fire fighter training system is in the state and available for frequent use, then the frequency of live fire training may be reduced to 3 yearly. An example of a potentially suitable system would be the "Flaim Trainer System".
- 46.5 The employer agrees to provide live fire training in the first year of this Agreement, which will be a mix of hot pad flammable liquid and structural firefighter training. Duration of the training will be no less than one full day per firefighter (including SO and Sub SO). All operational staff are expected to attend. An external provider will be sought to provide the training.

Australian Fire Competency Training

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

46.7 Training will be delivered and/or accredited by:

- A Registered Training Organisation;
- Approved Training Ground; and/or
- Any other approved training locations.

First Aid Training/Qualifications

46.8 All employees are required to hold Advanced Resuscitation and Advanced First Aid.

46.9 All first aid training will be conducted during working hours.

46.10 The employer will pay all costs associated with the maintenance of First Aid certification.

47 INTERNAL TRAINING PACKAGE DEVELOPMENT

47.1 From time to time the employer may have a requirement to engage subject matter experts and other interested staff to create training materials.

47.2 Staff permanently or temporarily engaged to develop company endorsed training material will receive an allowance of \$25 per week.

47.3 Employer endorsed means that either the employer (ARRFF) approved the staff member to actively develop training material while working their usual roster. The employer management (ARRFF) may request regular progress reports and examples of work being carried out to ensure consistent effort is being applied to the project.

47.4 For the purposes of the above clause, training material means course material that includes:

- Facilitators Guides
- Learners Guides
- Assessment Tools
- Assessor Guides
- Delivery Material such as Hand Outs and Screen Presentations

48 HOT WEATHER

48.1 To minimize the risk of heat stress, the following procedure will apply:

-
- 48.1.1 On any day when the predicted maximum temperature is greater than 32 degrees Celsius, the Station Officer will monitor, at regular intervals throughout the day, the current temperature by either contacting the Bureau of Meteorology duty forecaster on 8366 2682 or via the website: www.bom.gov.au/products/IDS60900.html
 - 48.1.2 When the temperature exceeds more than 32 degrees Celsius, the Station Officer will decide which non-emergency duties may be deferred, and which duties or training can be conducted out of the direct heat.

49 FITNESS FOR DUTY

- 49.1 Employees are expected to present themselves fit for duty and capable of performing the expected tasks, in a safe and proper manner.
- 49.2 The employer will provide sufficient equipment and time for on duty personnel to undertake physical fitness training and recreation at the fire station.
- 49.3 All employees are expected to maintain a reasonable standard of fitness and at least 60 minutes per shift will be provided for physical fitness training. Employees will be allowed sufficient flexibility to use the facilities during the shift, save for emergency calls or other business that is imperative for the running of the Fire Station.
- 49.4 Employees must not report for duty while affected by any drugs or alcohol, and must comply with the employer's relevant policies, which are to be reviewed during the life of this agreement.
- 49.5 **Note:** Emergency operations take precedence over all other considerations.

50 FATIGUE MANAGEMENT TRAVEL ASSISTANCE

- 50.1 Where an employee and/or his or her Supervisor, in consultation with the management representative consider it is not safe for the employee to drive after having finished working, the employer will:
- 50.2 Pay for the cost of a taxi or alternate reasonable transport home or to accommodation provided by the employer (or to any other reasonable location) for the employee when his or her period of duty concludes; and
- 50.3 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.



51 LIGHT DUTIES

- 51.1 An employee may be unable to meet their duties due to an injury or non-contagious illness that is not of a permanent nature. Under this circumstance, that person may be used in alternative light duties which may include in the fire station watchtower.
- 51.2 The aim of the light duty clause is to reduce sick leave and overtime, while preserving the employee's sick leave hours.

52 EQUITY AND DIVERSITY

The employer will comply with the relevant state equal opportunity legislation which aims to remove discrimination in all areas of employment. There will be no discrimination to employees or prospective employees, on such grounds as age, race, sex or sexual preference, political affiliation or trade union membership, religion or physical attributes.

53 WOOMERA AND EDINBURGH

Terms and conditions specific to Edinburgh Station are set out in **Schedule A** and terms and conditions specific to Woomera are set out in **Schedule B**. If there is any inconsistency between the terms in the schedule and the body of the Agreement the schedule term will apply to the extent of any inconsistency.

Signatories

Signed for and on behalf of Broadspectrum (Australia) Pty Ltd:

Name Derek Osborn
Director

Address 3/509 ST KILDA RD MELBOURNE VIC 3004

Signature 


Date 20 MAY 2019

Explanation of this person's
authority to sign this Enterprise
Agreement
(e.g. position title) Director

Signed for and on behalf of the United Firefighters Union of Australia, (South Australian
Branch):

Name Max Adlam

Address 148 South Rd, Torrensville SA

Signature 

Date 15/5/19

Explanation of this person's
authority to sign this Enterprise
Agreement
(e.g. position title) Secretary



SCHEDULE A – EDINBURGH

1. Airfield Category Upgrades

Where the client requests an upgrade to airfield category for full or part of a shift the minimum recall procedures outlined in clause 18.5 (overtime clause) in this Agreement will apply.

2. Edinburgh amenities

Within 12 months from the approval of this Agreement, the Company will approach and have discussions with the Department of Defence about modification of the sleeping quarters at Edinburgh to enclose each sleeping space with a minimum of stud wall enclosures in line with modern fire station practice with considerations for the adequacy of air conditioning, lighting, sound dampening and privacy.

3. Daily work programs

Active: which means operations, training, maintenance, vehicle services and administration will be from 0700 to 2200 Monday to Friday

Passive: which means meals, study, recreation, relaxation and physical training:

- will be weekend hours (except for vehicle servicing times, some fire crew training and emergency operations); and
- Weekend and public holiday vehicle servicing times are 0700 to 0900 and 1600 to 1700.

Rest and Recline: means recreation, rest and recline and sleeping allowed where facilities and current rostering arrangements permit however, it is the responsibility of each individual Shift Officer and Firefighter to ensure that he/she can respond immediately to calls. Rest and recline time will be 2200 hours to 0600 hours seven days a week.

Rest and recline time will be observed as much as possible however changes necessary due to operational requirements, turn-outs and drills, exercises administrative requirements must be met for each shift/team

4. Shower and change time

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

5. First aid training/qualifications/equipment

All employees are required to hold first aid and advanced resuscitation qualification in accordance with the Public Safety suite of units and their classification level. All first aid training will be the responsibility of the employer, and be conducted in the employer's time and expense.



6. Aviation Experience

Staff at Aviation bases such as Edinburgh must have at least 24 months of operational firefighting experience prior to applying for any classification above Qualified Firefighter (QFF). This means Qualified Firefighters are ineligible to apply for QLFF or SO Positions until at least 24 months of aviation firefighting experience has been achieved.

The overall operational experience requirements as outlined in the training matrix must still be complied with.

SCHEDULE B – WOOMERA

1. Staffing

Sub Station Officer – Each crew shall have the provision for a Sub Station Officer (SSO) position to enable and support self-sufficiency and flexibility. The SSO will be expected to act up into the SO position as required.

2. Ambulance Crew

A minimum of three (3) Certificate IV Ambulance Officers are required for each rotation.

3. Watchroom

If the security operator (watchroom) is removed from the Woomera site, the watchroom will be staffed by watchroom operators at all times which will be added to the global staffing levels.

4. Global Staffing

Each crew shall consist of seven (7) staff (once the recruitment for the additional staffing is successfully completed) comprised of:

- 1 x SO
- 1x SSO
- 5 x Firefighters

This will enable the following manning configuration:

Fire Vehicles	Ambulance	Leave Relief
4	2	1

Note: Due to the nature of emergency response in Woomera, all employees will be expected to complete the Certificate IV Health Care – Ambulance.

5. Rostering

The 7/7 roster will continue to apply at Woomera as outlined in clause 16 of this Agreement.

If the Department of Defence requirements change, the employer may change the arrangements subject to complying with the consultation obligations in this Agreement.

Due to the nature of the 7 days on-7 days off roster, and the associated fatigue issues, employees must have a minimum three-day break whilst off shift.

Only one employee will be required for each night shift.

6. On-call rest break

An employee who is **on call** and who performs ambulance/fire work during such a period will be given a rest break under the following conditions:



An employee shall be designated as having commenced a break, even though the employee may be required to be **on-call** at his/her place of residence.

If recalled during rest break applicable overtime rate apply.

Day Shift On call:

- If day shift is recalled between the hours of 2300 and 0400 the employee is entitled to an 8-hour break from the completion of work.
- If day shift is recalled between the hours of 0400 and 0600 the employee is entitled to a 6-hour break from the completion of work.

Night Shift

- If night shift is recalled between the hours of 1000 and 1400 the employee is entitled to an 8-hour break from the completion of work.
- If day shift is recalled between the hours of 1400 and 1600 the employee is entitled to a 6-hour break from the completion of work.

7. Driver's license

The employer will reimburse employees working at Woomera for the cost to renew their driver's license.

8. Retention arrangements

An employee will be paid at the applicable overtime rates for all hours on duty when an employee is retained beyond their usual shift rotation.

The employee will also be entitled to meals allowances in accordance with clause 22.1 until relieved of duty.

9. Recall arrangements

The employer will pay an employee who is recalled to duty (whilst off shift rotation) the following recall allowance to compensate for costs associated with being recalled:

	Current	From the first full pay period on or after 14 February 2020	From the first full pay period on or after 14 February 2021	From the first full pay period on or after 14 February 2022	From the first full pay period on or after 14 February 2023
Recall Allowance	\$109.27	\$112.55	\$115.93	\$119.41	\$122.99

Additionally, an employee recalled whilst off shift rotation will be paid 6 hours at the applicable overtime rate.



10. Woomera Allowance

An employee working at Woomera will be entitled to receive the following Woomera allowance per year:

	Current	From the first full pay period on or after 14 February 2020	From the first full pay period on or after 14 February 2021	From the first full pay period on or after 14 February 2022	From the first full pay period on or after 14 February 2023
Woomera Allowance	\$3,824.54	\$3,939.28	\$4,057.46	\$4,179.18	\$4,304.56

11. On call allowance

An employee who is designated on-call (whilst on a shift rotation) by the employer will receive an on-call allowance equivalent to two hours of the hourly rate of a Qualified Firefighter at Woomera.

An employee who is on call and is called in will receive a minimum of 4 hours pay at the applicable overtime rates and will continue to be paid overtime until a break is provided.

12. Call Outs

The minimum payment in a call out situation will be four (4) hours at the applicable overtime rate.

A call out is to be treated as continuous with an earlier call out within the same 4 hours.

Where a call out requires an employee to work beyond the minimum of four hours duration, payment for the actual hours worked at the applicable overtime rates will apply.

In the event of a stop call, an employee will be paid four (4) hours at the applicable overtime rate. Employees must respond to the Station and sign the occurrence log.

If an employee is called out within 30 minutes or less prior to their shift commencing then a payment for 30 minutes at the applicable overtime rate is required.

SCHEDULE C – CLOTHING AND EQUIPMENT

Item	Unit of Issue	Qty	Remarks
Firefighter's Helmet – Structure with torch	each	1	Pacific F 15 AS/NZS 4067:2012
Bracket for helmet torch	each	1	If not fitted to helmet
Helmet Torch	each	1	If not fitted to helmet
Flash hood	each	1	Item Code FH 33 20/80 Nomex / Lenzing FR
Turnout coat level 2	each	1	Bristol Ergotech or LHD SAGA Gemini XTL outer shell AS/NZS 4967:2009
Turnout Over – trousers Level 2	pair	1	Bristol Ergotech or LHD SAGA Gemini XTL outer shell AS/NZS 4967:2009
Braces fireman - red	pair	1	
Gloves – Structure Level 3	pair	1	Super Mars Plus Titan PBI Structural Firefighting Glove AS/NZS 2161.6:2014
Firefighting Bunker Boot	pair	1	Poseidon FF300GTXIN AS/NZS4821:2006
Structural Bag	each	1	Pacfire Wheelie Big Bag
Fireman's helmet – Wildfire	each	1	Pacific HBR5 Wide Brim AS1801
Turnout trousers – Wildfire	pair	1	Tech 260 AS4824:2006
Turnout coat – Wildfire	pair	1	Tech 260 AS4824:2006
Braces – Wildfire	pair	1	
Fire gloves – Wildfire	pair	1	Firestop KCU Level 1. AS2161.6 Level 1
Fire fighter boots – GP style	pair	1	Apollo F2AR1352 AS4821:2006
Storage Bag – Wildfire	each	1	Pacfire Medium Gear Stow
Goggles – Wildfire	pair	1	Fire strike AS1337
Safety glasses – clear	pair	1	



Safety glasses – smoke	pair	1	
Ear muffs	set	1	
Gloves riggers	pair	1	
Navy Fleece Beanie	each	1	Item Code H466-NVY
Hat Base Ball	each	1	Item Code -H468 - Navy
Hat full brim – blue	each	1	Item Code H467 -Navy
Long Sleeve Shirt FR– Tecasafe 580 Navy Blue	each	4	Item Code D1286-NVY-TF <i>Note: items are available between long sleeve shirts or long sleeve polo's or a combination of each</i>
Long Sleeve Polo FR – Charcoal / Red Trim	each	4	Item Code D1286-NVY-TF <i>Note: items are available between long sleeve shirts or long sleeve polo's or a combination of each</i>
Trousers – Cargo Tecasafe 580	pair	3	Wildland FR Navy Blue Item Code T562-NVY-TF
Belt - black leather	each	1	Item Code B101-BLK
Woolen jumper With epaulettes	each	1	Item Code PBI-WORKP0012-NVY
Soft Shell Navy Jacket or Car Coat Navy Blue	each	1	Item Code J731-NVY-TF Item Code J429 JBL - TF
Epaulettes (classification level)	pair	2	
Station Wear boots – Elastic sided boots	Pair	1	Item Code F550-UK-BLK
Blundstone 997 lace up/zip up			Item Code - TBC
Cotton Comfort shorts Navy Blue	Pair	2	Item Code S158 PB - TF
Wool socks	Pair	4	Item Code AO97
T-Shirt – FR Charcoal	Each	2	Item Code D1308-NVY-TF

Notes:

- All clothing and PPE is replaced on fair wear and tear.
- Helmet torch one-off purchase only.
- The provision of uniform and equipment as per this list may be amended during the life of the Agreement through the consultative process taking into account changes in technology and equipment availability.



Schedule D – Classifications and Training Matrix

Employees will be employed in one of the following classifications:

Watchroom Operator – Level 1	
is an employee engaged to work in the watchroom of the fire station, who has <u>less than two (2) years'</u> experience in the watchroom and who holds the following 5 minimum units of training:	
Unit	Descriptor
PUAFIR215	Prevent Injury
PUAOPE013A	Operate Communication Systems and Equipment
PUATEA001B	PUATEA001B Work in a Team
PUACOM001C	Communicate in the Workplace
PUATEA002B	Work Autonomously
Watchroom Operator – Level 2	
is an employee engaged to work in the watchroom of the fire station, who has <u>at least two (2) years'</u> of continuous experience and who holds the 5 minimum units of training for Watchroom Operator.	
Unit	Descriptor
PUAFIR215	Prevent Injury
PUAOPE013A	Operate Communication Systems and Equipment
PUATEA001B	PUATEA001B Work in a Team
PUACOM001C	Communicate in the Workplace
PUATEA002B	Work Autonomously
Watchroom Operator – Level 3	
is an employee engaged to work in the watchroom of the fire station, who has had <u>at least two (2) years</u> of continuous experience and, in addition to the 5 minimum training units identified above, holds the minimum training units required for Firefighter 1:	
Unit	Descriptor
PUAFIR215	Prevent Injury
PUAOPE013A	Operate Communication Systems and Equipment
PUATEA001B	PUATEA001B Work in a Team
PUACOM001C	Communicate in the Workplace
PUATEA002B	Work Autonomously
HLTAID002	Provide Basic Emergency Life Support
PUAFIR203B	Respond to urban fire
PUAFIR207B	Operate Breathing Apparatus (Open Circuit)
PUAQU001B	Prepare, Maintain and test Response Equipment
PUSAR022A	Participate in a rescue operation
PUAFIR204B	Respond to Wildfire
PUAFIR205B	Respond to Aviation Incidents (Specialist) ** Site Specific**
PUALAW001B	Protect and Preserve Incident Scene
HLTAID003	Provide first aid
PUAFIR309B	Operate Pumps
PUAVEH001B	Drive Vehicles under operational conditions
PUAOHS002B	Maintain Safety at an Incident
PUAFIR305B	Respond to Aviation Incidents General **Site Specific**



Firefighter Classifications

Any person making application for classification as a Firefighter Level 2 or above must produce satisfactory evidence confirming:

- a) PSTPC Qualifications held, as relevant to the proposed classification/level; and
- b) Time served in employment as a professional career Firefighter (as defined) within the five-year period applying immediately prior to the date of application.

Firefighter – Level 1	
is an entry level Firefighter with <u>less than 12 months'</u> operational experience and who holds the following units of competency:	
Unit	Descriptor
PUAFIR215	Prevent Injury
PUAOPE013A	Operate Communication Systems and Equipment
PUATEA001B	PUATEA001B Work in a Team
PUACOM001C	Communicate in the Workplace
PUATEA002B	Work Autonomously
HLTAID002	Provide Basic Emergency Life Support
PUAFIR203B	Respond to urban fire
PUAFIR207B	Operate Breathing Apparatus (Open Circuit)
PUAEQU001B	Prepare, Maintain and test Response Equipment
PUASAR022A	Participate in a rescue operation
PUAFIR204B	Respond to Wildfire
PUAFIR205B	Respond to Aviation Incidents (Specialist) ** Site Specific**
PUALAW001B	Protect and Preserve Incident Scene
HLTAID003	Provide first aid
PUAFIR309B	Operate Pumps
PUAVEH001B	Drive Vehicles under operational conditions
PUAOHS002B	Maintain Safety at an Incident
PUAFIR305B	Respond to Aviation Incidents General **Site Specific**
Firefighter – Level 2	
is a Firefighter who has <u>more than 12 months'</u> operational experience as a Professional Career Firefighter and who holds the following units of competency in addition to the competency units required of a Firefighter – Level 1:	
Unit	Descriptor
PUASAR024B	Undertake road accident rescue
PUATEA004D	Work Effectively in a public safety organisation
PUAFIR303B	Suppress Wildfire
HLTAID006	Provide advanced first aid
HLTAID007	Provide advanced resuscitation
Firefighter – Level 3	
is a Firefighter who has <u>at least 24 months'</u> operational experience as a Professional Career Firefighter and who holds the following units of competency in addition to the competency units required of a Firefighter – Level 2:	
Unit	Descriptor
PUAFIR206B	Check installed fire safety systems
PUAFIR302B	Suppress Urban Fire
PUAFIR320	Render hazardous materials incidents safe

PUAFIR308B	Employ Personal Protection at a hazardous materials Incident
HLT2112	SA Ambulance Certificate 2 in Emergency Medical Service First Response – Site Specific - Woomera
Qualified Firefighter	
is a Firefighter who has <u>at least 36 months'</u> operational experience as a Professional Career Firefighter and who holds the following units of competency in addition to the competency units required of a Firefighter – Level 3:	
Unit	Descriptor
PUAFIR316	Identify Detect and monitor Hazardous material at incident
PUAFIR314B	Utilise Installed Fire Safety Equipment
PUAOPE014A	Navigate to an incident
HLT41007	SA Ambulance Certificate 4 in Health Care (Ambulance with an authority to practice) – Site Specific - Woomera
Qualified Firefighter (with Leading Firefighter Qualifications)	
is a Firefighter who has <u>at least 48 months'</u> operational experience as a Professional Career Firefighter and who holds the following units of competency in addition to the competency units required of a Qualified Firefighter:	
Unit	Descriptor
PUAOPE012A	Control a level 1 incident
PUAOPE015A	Conduct Briefings / Debriefings
PUATEA003B	Lead, Manage and Develop Teams
PUACOM005B	Foster a Positive Organisational Image in the Community
<i>Note: This classification does not require to have TAE 40116 Certificate IV Training and Assessments as the position in one of acting up.</i>	
Leading Firefighter (Appointed Position)	
an Employee at this Level will have completed <u>at least two years'</u> service with the Employer, and has <u>at least 48 months'</u> operational experience as a Professional Career Firefighter. Such Employee will hold the following units of competency in addition to the competency units required of a Qualified Firefighter:	
Unit	Descriptor
PUAOPE012A	Control a level 1 incident
PUAOPE015A	Conduct Briefings / Debriefings
PUATEA003B	Lead, Manage and Develop Teams
PUACOM005B	Foster a Positive Organisational Image in the Community
TAE40116	Certificate IV in Training and Assessments
Station Officer (Appointed Position) /Sub Station Officer	
an Employee at this Level will have completed <u>at least two years'</u> service with the Employer, and has <u>at least 60 months'</u> operational experience as a Professional Career Firefighter. Such Employee will hold the following units of competency in addition to the competency units required of a Leading Firefighter:	
Unit	Descriptor
PUAFIR401B	Obtain incident intelligence
BSBMGT401	A Show Leadership in the Workplace
PUAMAN002B	Administer Workgroup Resources
PUACOM006B	Plan and Conduct a Public Awareness Program
BSBCMM401A	Make a presentation
PUAOPE016A	Manage multi team sector
TAE40116	Certificate IV in Training and Assessment
PUAFIR416	Supervise Specialist response to aviation accidents and incidents ** Site Specific ***

The employer will provide a skills progression program to ensure all Leading firefighters achieve the position of Sub Station Officer.

Training units marked with an asterisk are specific aviation, Woomera Ambulance or marine modules that are only required at nominated bases.

The employer will provide a skills progression program to ensure all Firefighters achieve the position of Qualified Firefighter.

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

Watchroom Operators

The watchroom will be staffed by Watchroom operators.

Watchroom operators who are capable may elect to pursue the qualifications and requisite experience required to perform operational firefighter duties, while employed in the watchroom classification.

A Watchroom operator that has fulfilled the qualification requirements as detailed in the training matrix, may apply to participate in operational duties such as emergency response and training. These duties will be performed at their current watchroom classification while on their own crew.

The approval process for a watchroom operator to become operational may include a range of written site knowledge assessments and skill assessments/demonstrations. The skills assessments will be conducted/observed by no fewer than two (2) Station Officers/Sub Station Officers. Preferably one from a different crew. The results will be recorded, and the individual will either be approved to become operational or be offered further knowledge and skills training.

Once approved for operational duties the watchroom operator must be actively involved in monthly training requirements and be participating in some emergency response. Failure to maintain training standards may see operational status revoked.

After receiving operational status, the watchroom operator will then be classified to Watchroom Operator Level 3 and included in the overtime and deployment lists for operational roles. Watchroom operators who have had periods of professional firefighting experience may apply to have the service recognised for the purpose of acting up to a higher classification.

Schedule E – Allowances

The following allowances will be payable from the first full pay period on or after the 14 February 2020 and will be increased in line with the nominated percentage pay rise.

Meal allowance

An employee who is recalled for duty for overtime without 10 hours prior notice, will be entitled to the following meal allowance for each meal period on duty as outlined in the table below.

Spoilt meal allowance

An employee whose meal is interrupted because of a response to an emergency call will receive the following allowance as outlined in the table below.

First aid allowance

A holder of a current recognised first aid certificate will receive the following allowance per week as outlined in the table below.

Watchroom allowance

Operational Firefighters required to perform Watchroom duty at a station where watchrooms are manned continuously will receive an additional allowance as outlined in the table below.

Aviation allowance

A Firefighter who holds aviation fire and rescue qualifications PUAFIR205B Respond to Aviation Incidents (Specialist) and is required to respond to aviation incidents shall be paid the following allowance per week as outlined in the table below.

On call allowance

A Firefighter who is required to remain On Call during a Deployment shall be paid the following allowance per night as outlined in the table below.

Deployment allowance

Employees will be paid a deployment allowance that excludes meals (which are provided separately) for every day they are deployed including travel days.



Allowances Table					
	Current	From the first full pay period on or after 14 February 2020	From the first full pay period on or after 14 February 2021	From the first full pay period on or after 14 February 2022	From the first full pay period on or after 14 February 2023
Breakfast	\$23.56	\$24.27	\$25.00	\$25.75	\$26.52
Lunch	\$29.39	\$30.27	\$31.18	\$32.12	\$33.08
Dinner	\$38.88	\$40.05	\$41.25	\$42.49	\$43.76
Spoilt meal allowance	\$16.37	\$16.86	\$17.37	\$17.89	\$18.43
First aid allowance	\$15.63 per week	\$16.10	\$16.58	\$17.08	\$17.59
Watchroom	0.65 per hour	\$0.67	\$0.69	\$0.71	\$0.73
Aviation allowance	\$20.60	\$21.22	\$21.86	\$22.52	\$23.20
On Call allowance	\$32.78	\$33.76	\$34.77	\$35.81	\$36.88
Deployment Allowance	\$198.29	\$204.24	\$210.37	\$216.68	\$223.18

Higher duties

An employee who is temporarily required to perform duties at a higher level than his normal level of employment will be paid at the pay level applicable to the duties being performed and the qualifications held during the period of acting in that position.

SCHEDULE F – Edinburgh – 9/15 Roster Appointment

1. This schedule sets out the process of appointing Employees to a permanent position working the 9/15 roster at Edinburgh except for Appointed Positions or Sub Station Officer positions.
2. To the extent of any inconsistency, this schedule, or any part of this Schedule F, overrides any other provision in the Agreement.
3. The parties agree to a queue system for the appointment of Employees to a position working the 9/15 roster at Edinburgh, referred to in this clause as the “Queue”.
4. In this clause:
 - 4.1. a reference to any provision, qualification, legislative instrument, agreement includes any amendment;
 - 4.2. an Employee includes someone who has accepted a position with the Company but not yet commenced work in that position;
 - 4.3. a “vacant position” means a vacant position working on the 9/15 roster as a firefighter at Edinburgh on a permanent basis but does not include any Appointed Position or Sub Station Officer position;
 - 4.4. “eligibility criteria” means all the circumstances and criteria comprised in either clause 5.1 or all of the circumstances and criteria in clause 5.2;
 - 4.5. “Queue” means the list of Employees who are eligible to be offered a vacant position by the Company.

Eligibility Criteria

5. The eligibility criteria is either of the following clause 5.1 or clause 5.2:
 - 5.1. an Employee has met the requirements of the Firefighter – Level 1 classification and is employed by the Company as a firefighter to work the Early/Late Shift roster at Edinburgh;
or
 - 5.2. an Employee is employed by the Company as a Watchroom Operator at Edinburgh, has met the requirements of the Firefighter – Level 1 classification and has been approved to undertake operational duties, also known as becoming “operational”, in accordance with the process undertaken for Watchroom Operators to become operational as set out in Schedule D.
6. For the purpose of clause 5, an Employee is considered to be employed by the Company at Edinburgh upon accepting a position with the Company to work at Edinburgh.
7. The requirements of the Firefighter -Level 1 classification are contained within Schedule D of this Agreement under that classification and include the specified units of competency and qualifications.

Offers

8. When a vacant position becomes available, the Company must offer the vacant position to Employees on the Queue before attempting to fill the position by any other means.

- 8.1. The Company must offer the vacant position to Employees on the Queue in order of their place in the Queue.
- 8.2. If an offer is declined by an Employee on the Queue, the Company will offer the vacant position to the Employee with the next highest place in the Queue. Declining an offer does not affect an Employee's place in the Queue.
- 8.3. One (1) is the highest place on the Queue. Places on the Queue will be numbered sequentially thereafter. For example, 1, 2, 3.

Placement

9. Employees will be given a place in the Queue as follows:
 - 9.1. the first and highest available places will be allocated to Employees who were employed by the Company at Edinburgh in a firefighter position on the Early/Late shift roster as at December 2016, and who continue to work at Edinburgh in any position with the Company. The first and highest places will at first be allocated between these Employees on a randomised basis;
 - 9.2. all other Employees, who are employed by the Company and satisfied either of the eligibility criteria on or by the date this Schedule F comes into effect will be allocated a place in the Queue. These Employees will be placed in the Queue below the Employees referred to in clause 9.1 and in order of the first of them who satisfied either of the eligibility criteria; or
 - 9.3. Employees who satisfy either of the eligibility criteria after the date this Schedule F comes into effect will be allocated the highest available place in the Queue after Employees who are in the Queue at such time. Employees referred to in this clause 9.3 will be placed in the Queue on the date they satisfy either of the eligibility criteria.
 - 9.3.1. Notwithstanding clause 9.3, if after the date this Schedule F comes into effect, multiple Employees accept positions at Edinburgh on the same date either as Watchroom Operators or on the Early/Late Shift, and at the time they accepted such positions they satisfied either of the eligibility criteria, they will be allocated places in the Queue in accordance with clause 9.3 however the places between them will be allocated on a randomised basis.
 - 9.4. No Employee is required to satisfy both sets of the eligibility criteria in clause 5.1 and clause 5.2 to be placed in the Queue.
 - 9.5. If an Employee loses their place in the Queue they will be allocated another place in the Queue, at such time, after losing their place in the Queue;
 - 9.5.1. if they were removed because they no longer satisfied either of the eligibility criteria, once they have again achieved or satisfied either of the eligibility criteria;
 - 9.5.2. if they withdrew from the Queue voluntarily, upon notifying the Company they wish to re-join the Queue, subject to the Employee meeting either of the eligibility criteria at such time; or
 - 9.5.3. if they were removed by the Company in accordance with clause 11, six months after the Employee has maintained the skills referred to in the units of competency of the Firefighter – Level 1 classification, and regularly met the training requirements as referred to in Schedule D, and subject to the Employee meeting either of the eligibility criteria at such time.
 - 9.6. Employees entitled to be allocated a place in the Queue pursuant to clause 9.5 will be placed in the Queue below all other Employees in the Queue.

10. An Employee will lose their place in the Queue if:
 - 10.1. they commence work in any position on the 9/15 roster on a permanent basis;
 - 10.2. they are lawfully and permanently transferred to a position outside of Edinburgh;
 - 10.3. they resign;
 - 10.4. they are lawfully terminated from their position; or
 - 10.5. they voluntarily withdraw from the Queue.
11. The Company may remove an Employee from the Queue if the Employee:
 - 11.1. does not maintain the skills referred to in the units of competency of the Firefighter – Level 1 classification as referred to in Schedule D; or
 - 11.2. does not meet the training requirements for a continuous period of more than six months and there is a reasonable basis to suspect they are unable to demonstrate or perform the units of competency the Firefighter – Level 1 classification as referred to in Schedule D.
12. Clause 11 does not apply for any period where an Employee is on approved leave, or cannot undertake skills maintenance and participate in trainings due to an injury if it is reasonably foreseeable that they will recover the capacity to undertake those activities.
13. An Employee cannot lose their place in the Queue for any reason that is not contemplated by either clause 10 or clause 11.
14. The Company cannot remove an Employee from the Queue in accordance with clause 11 until the Company has conducted a reasonable performance management process and following that process the Employee fails to adequately demonstrate the units of competency or meet the training requirements within a reasonable time.
 - 14.1. For the avoidance of doubt the parties agree that the purpose of any such performance management process is to determine an Employee's entitlement to maintain their place in the Queue.
 - 14.2. Nothing in this Schedule F permits the Company to take any action in relation to an Employee other than to determine their entitlement to a place in the Queue including their particular place in the Queue.
15. If an Employee loses their place in the Queue all Employees placed below them will move up the Queue by one place, or if multiple Employees lose their place, the number of places equivalent to the number of Employees losing their places.
 - 15.1. In the event an Employee is removed from the Queue in a manner inconsistent with this Schedule F they are entitled to be placed in the Queue in the highest place that they would have been had they not been removed and to be determined as at the time of their reinstatement.
16. Notwithstanding any other provision in this Schedule F, the Company and UFU may agree to any other method of determining the placement of Employees onto the Queue.

List

17. The Company will maintain and make available to all Employees an up to date list of the Queue.

Temporary Positions

18. Where there is an ongoing vacancy on the 9/15 roster, the Company will not use any temporary position, including any position that is not considered a vacant position by this Schedule F, to avoid or circumvent appointing an Employee to the 9/15 roster on a permanent basis according to this Schedule F.

Annexure A



20 June 2019

Level 10, 111 Pacific Highway
North Sydney
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North Sydney NSW 2059
Telephone: +61 2 9464 1000
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Commissioner Lee
Fair Work Commission

Dear Commissioner

AG2019/1687 BroadSpectrum (Australia) Pty Ltd **and United Firefighters' Union of Australia SA** Fire Rescue Services Enterprise Agreement 2019

I write in respect of the application to approve the BroadSpectrum (Australia) Pty Ltd and United Firefighters' Union of Australia SA Fire Rescue Services Enterprise Agreement 2019 (the Agreement).

Undertakings by the Company

BroadSpectrum (Australia) Pty Ltd undertakes that:

Watchroom Operator Level 1 hourly rate will be lifted to \$28.00 per hour. In addition the Watchroom Operator Level 1 will not be required to work the roster outlined by clause 17.5 of the Agreement.

The Definition of Shiftworker for the purpose of the NES and this Agreement is:

- An employee rostered on the 9/15 roster cycle at Edinburgh – average 42 hours per week;
or
- An employee rostered on a 7 on/7off roster cycle at Woomera – average 38.5 hours per week.

The rostered hours of Shift Workers will not exceed 48 hours in any one week or 336 hours in 56 consecutive days. All shift workers receive more than 5 weeks annual leave.

For and on behalf of BroadSpectrum (Australia) Pty Ltd.

Yours sincerely,

Matt Morris

Employee Relations Manager, Defence Base Services

Annexure B



27 June 2019

Level 10, 111 Pacific Highway
North Sydney
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North Sydney NSW 2059
Telephone: +61 2 9464 1000
Facsimile: +61 2 9464 1111

Commissioner Lee
Fair Work Commission

Dear Commissioner

AG2019/1687 Broadpectrum (Australia) Pty Ltd **and United Firefighters' Union of Australia SA** Fire Rescue Services Enterprise Agreement 2019

I write in respect of the application to approve the Broadpectrum (Australia) Pty Ltd and United Firefighters' Union of Australia SA Fire Rescue Services Enterprise Agreement 2019 (the Agreement).

Undertakings by the Company (NES precedence)

Broadpectrum (Australia) Pty Ltd undertakes that:

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

For and on behalf of Broadpectrum (Australia) Pty Ltd.

Yours sincerely,

Matt Morris

Employee Relations Manager, Defence Base Services

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

- (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).