

AGREEMENT FOR SERVICE BETWEEN(Name of Company) New Zealand Aluminium Smelters Limited AND THE(Name of Brigade) Tiwai INDUSTRIAL FIRE BRIGADE

WHEREAS, pursuant to the Fire Service Act 1975, (hereinafter called the Act) it is provided that the Company may organise and maintain a group of persons for the purpose of protecting any property of the Company from fire and that any group of persons which is so organised and maintained shall be deemed to be an industrial fire brigade for the purposes of the said Act and WHEREAS (Name of Company) New Zealand Aluminium Smelters Ltd

(hereinafter called the "Authority") has authorised the establishment and maintenance of an industrial fire brigade for the protection of all buildings associated with the Company and WHEREAS a group of persons (hereinafter called the "Brigade") has associated by mutual consent and has resolved and agreed to constitute itself an industrial fire brigade to be known as the (Name of Brigade) Tiwai

Industrial Fire Brigade for the purposes of the Act.

NOW THEREFORE by this Agreement dated the _____ day of
19 _____ the Authority and the Brigade have mutually agreed as follows:

1. ESTABLISHMENT:

The establishment of the Brigade shall be a Principal Fire Officer - with the equivalent New Zealand Fire Service rank of Senior Station Officer, Deputy Principal Fire Officer - with the equivalent New Zealand Fire Service rank of Station Officer, and Third in command with the equivalent New Zealand Fire Service rank of Sub-officer and _____ firemen.

2. APPOINTMENT OF OFFICERS:

(1) The Authority shall appoint the Principal Fire Officer and the Deputy Principal Fire Officer, pursuant to this agreement and the following provisions shall apply:

- (a) The Authority shall appoint to be such officers such members of the Brigade as it thinks fit.
- (b) Any such officers may at any time be removed from office by the Authority and upon such removal the Authority shall, as soon as possible, give notice thereof to the Brigade.
- (c) Any officer appointed under this agreement may resign his office upon one month's prior notice to the Authority of the Brigade.

(2) Upon the occurrence of a vacancy in the ranks of the officers appointed under this clause, the Brigade may make any representations it thinks proper to the Authority as to the filling of the vacancy.

(3) The Brigade may at any time request the Authority to review the existing officer appointments and such request shall be in the terms of a resolution carried at a special Brigade meeting called for the purpose.

3. REMUNERATION OF BRIGADE MEMBERS:

No member of the Brigade shall receive any payment or grant as remuneration for services carried out on behalf of the Authority.

4. BRIGADE GRANTS:

(1) The Authority shall pay to the Brigade during the period of its authorisation under the Act an annual grant to be used for the purpose of defraying or assisting to defray the social and other incidental expenses of the Brigade.

(2) The Brigade grant made under this clause shall cover all payments made by the Authority to the Brigade.

5. MAINTENANCE OF STATION PLANT AND EQUIPMENT:

The Brigade shall make suitable arrangements by roster or otherwise for duty by the members in keeping the stations clean and tidy, for cleaning, drying and repairing hoses, for maintenance of plant and equipment in effective working order and for driving the brigade appliances by members holding appropriate drivers' licences. The maintenance shall include the starting of all motors not less frequently than three times per week.

6. BRIGADE DUTIES TO BE CARRIED OUT:

The Brigade shall carry out on behalf of the Authority the duties imposed by the Act or by Regulations made under the Act within the Authority's area. It shall conform with all instructions issued by or under the authority of the New Zealand Fire Service Commission subject to the right of the Principal Fire Officer or of the Brigade to represent to the Authority the opinion that for the reasons stated such instructions should not be conformed with. Where the Brigade desires to make representations, action shall only be taken as the result of a resolution carried at a special meeting of the Brigade. Provided that no such representations shall excuse the Brigade from observance or performance of all lawful instructions of the Authority or of the New Zealand Fire Service Commission or its delegated representatives.

7. DONATIONS IN RECOGNITION OF BRIGADE SERVICES:

Donations by the public in recognition of the services of the Brigade, whether made to the Authority or to the Brigade direct, shall be paid into the Brigade Fund and used for social or other purposes for the benefit of Brigade members.

8. UNIFORMS:

The Authority shall be responsible for the supply to the Brigade members of uniforms appropriate to their rank as set out in appropriate Fire Service Commission Specifications.

9. CONDITIONS OF SERVICE:

The conditions of service and organisation of the Brigade shall be those set out in the Fire Service Act 1975 and in this agreement and in the Model Brigade Rules attached; the said Rules subject to the modifications and alterations as are hereinafter set out, shall form part of and be incorporated in this agreement.

10. TERMINATION OF AGREEMENT:

This agreement shall be terminated forthwith in the event of the Authority cancelling its authorisation of the establishment and maintenance of the Brigade, subject however, to the provisions of Clause 12 hereof.

11. NOTICES:

All notices required to be given under this Agreement shall be in writing delivered by hand or by registered letter and, in the case of notices to the Brigade, may be delivered personally or by registered letter addressed to the Secretary for the time being.

12. DISPOSAL OF PROPERTY:

In the event of the resignation of all members of the Brigade or in the event of the cancellation of the authorisation of the Brigade, all assets, funds and property of the Brigade shall be transferred to the Authority who shall hold it for fire protection purposes. (In which case the assets, funds and property of the former Brigade shall be transferred to any new brigade that may be established for a similar purpose.

13. BRIGADE APPROACH TO AUTHORITY:

The Brigade shall have the right to approach the Authority on all matters affecting remuneration, Brigade grants and conditions of service or concerned with Brigade operation and efficiency. This approach shall in the first instance be made through the Principal Fire Officer but the Brigade may at any time in accordance with a resolution carried at a Brigade meeting appoint a deputation to wait on the Authority for further discussion.

14. COMMITTEE OF MANAGEMENT:

A Committee of Management shall be constituted of the Principal Fire Officer or his Deputy, Secretary of the Brigade, a representative appointed by the Brigade and a representative appointed by the Authority and they shall be responsible to the Authority for the discipline, efficiency, training, procurement of equipment, amenities and general procurement and conditions of service of the Brigade.

15. AMENDMENTS OF AGREEMENT:

Either the Brigade or the Authority may move for an amendment of the agreement on giving 28 days' notice of the proposed amendment. The other party shall signify its consent or objection to the proposed amendment within this period and, in the case of the Brigade, the procedure laid down in Rule 32 shall be followed.

IN WITNESS WHEREOF these presents have been executed the day and year first hereinbefore written.

Signed for and on behalf of

NZ Aluminium Smelters Ltd
.....
(Name of Company)

..... 9(2)a
14/1/88

Signed for and on behalf of
the group of persons who have
associated by mutual consent
and agreed to form the

..... 9(2)a
Principal Fire Officer

Tiwai
.....
(Name of Brigade) INDUSTRIAL
FIRE BRIGADE by:

..... 9(2)a
Deputy Principal Fire Officer

..... 9(2)a
Secretary

Note: Copy of signed copy to be forwarded for retention by the appropriate Regional Commander, New Zealand Fire Service.

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982

ANNEX 'A' TO FSC 353 - 1983:

It is agreed by both parties that all references to 'Principal Fire Officer' and 'Deputy Principal Fire Officer' in these rules shall be taken to read Chief Fire Officer and Deputy Chief Fire Officer.

Signed for and on behalf of

NZ Aluminium Smelters Ltd
.....
(Name of Company)

... 9(2)a
11/85

Signed for and on behalf of
the group of persons who have
associated by mutual consent
and agreed to form the

9(2)a
Chief Fire Officer

Tiwai
.....
(Name of Brigade) INDUSTRIAL
FIRE BRIGADE by:

9(2)a
Deputy Chief Fire Officer

9(2)a
Secretary

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982

AGREEMENT BETWEEN THE NEW ZEALAND FIRE SERVICE COMMISSION AND THE OWNER OR
OCCUPIER OF NZ Aluminium Smelters Ltd ORGANISING THE Tiwai
INDUSTRIAL FIRE BRIGADE.

(This form may be completed as an agreement between the New Zealand Fire Service Commission and an Owner or occupier of premises protected by an industrial fire brigade and the premises are outside a fire district declared pursuant to section 26 of the Fire Service Act 1975.)

1. Pursuant to subsection 36(9) of the Fire Service Act 1975 the Owner or Occupier of NZ Aluminium Smelters Ltd

(hereinafter referred to as the "Owner") having raised and established an industrial fire brigade (hereinafter referred to as the "Brigade") pursuant to subsections 36(1) and (2) of the Fire Service Act 1975 hereby agrees with the New Zealand Fire Service Commission (hereinafter referred to as the "Commission") that the Brigade may form part of any coordination scheme for the time being in force established under section 16 of the Fire Service Act 1975 by the Commission subject to the Owner at all times having the right to refuse the utilisation of the Brigade, its members or its equipment, in response to any call from any place other than the Owner's premises, when it is deemed by the Owner that the brigade's presence on the premises is essential for such premises' protection at the time any call for assistance is received from any other place.

2. In the event that any assistance is provided by the New Zealand Fire Service at any fire or emergency at which the industrial fire brigade is attending, either within or outside the Owner's premises such personnel will always remain under the control of an officer of the New Zealand Fire Service present.

3. If in the opinion of the senior officer of the New Zealand Fire Service present at the fire or emergency that he should take control of the incident then the senior member of the industrial fire brigade present at such incident is to place its members and its equipment under the control of the senior officer of the New Zealand Fire Service.

4. Clause 3 (above) does not derogate from the senior member of the industrial fire brigade present at the incident placing his brigade's resources under the control of the senior officer of the New Zealand Fire Service present whether the decision has been made under the terms of Clause 3 or not, as the case may be at the time.

5. The provisions of subsection 36(10) of the Fire Service Act 1975 apply to the Principal Fire Officer of the industrial brigade and to the Owner in regard to subsection 28(4) and sections 42 and 43 of the Fire Service Act 1975 respectively, subject to this agreement being made, in regard to incidents attended outside, the Owner's premises.

6. Standard forms FSC 352 and FSC 353 Model Agreement for Service and Model Brigade Rules for use between the industrial fire brigade and the Owner have been used and are in existence pursuant to sections 36(1) and 36(2) of the Fire Service Act 1975.

Signed at Tiwa this 14 day of Jan 1985
by or on behalf of the Owner.

9(2)a

Signed at Dunedin this 8th day of February 1985
by or on behalf of the Commission.

9(2)a

(This form when completed is to be forwarded together with recommendations by the appropriate Area Commander through Regional Commanders to National Headquarters for Commission consideration and agreement).

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982

ANNEX 'A' TO FSC 354 - 1983:

It is agreed by both parties that all references to 'Principal Fire Officer' and 'Deputy Principal Fire Officer' in this agreement shall be taken to read Chief Fire Officer and Deputy Chief Fire Officer.

Signed for and on behalf of

NZ Aluminium Smelters Ltd
.....
(Name of Company)

9(2)a 185

Signed for and on behalf of
the group of persons who have
associated by mutual consent
and agreed to form the

9(2)a

Chief Fire Officer

Tiwai
.....
(Name of Brigade) INDUSTRIAL
FIRE BRIGADE by:

9(2)a

Deputy Chief Fire Officer

9(2)a

Secretary

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982

INDUSTRIAL FIRE BRIGADEBRIGADE RULESSETTING OUT INTERNAL ORGANISATION, PROCEDURE
AND CONDITIONS OF SERVICE

(To form part of and to be read in conjunction with the parent Agreement for service of which these rules are part)

INTERPRETATION

RULE 1: In these Rules, unless the context otherwise requires:

"Act" means the Fire Service Act 1975.

"Authority" means the company that is party to the agreement.

"Brigade" means the Industrial Fire Brigade that is party to the agreement.

"Commission" means the New Zealand Fire Service Commission.

"Service Agreement" means the Agreement for Service in force between the Company and the Industrial Fire Brigade.

OBJECTS

RULE 2: The objects of the Brigade shall be the prevention of fires and of damage by fire, the suppression and extinction of fire, the protection of life and property, rendering of humanitarian assistance and the development of efficiency in fire-fighting and other emergency duties by Brigade members.

ENROLMENT AND MEMBERSHIP

RULE 3: Candidates for enrolment must be physically fit persons and free from defect in limb, hearing and sight. They must not be less than 16, nor more than 45, years of age, except that persons over that age may be accepted if they have been previously and recently efficient members of another brigade, or are otherwise known to be experienced firemen. They must be of good moral character and habits and may be required to produce testimonials as to character.

RULE 4: Candidates for enrolment shall be proposed and seconded by members of the brigade either by notice in writing addressed to the Secretary or at any regular meeting of the brigade. They shall, in the case of candidates having approved qualifications or prior brigade experience satisfactory to the Senior Officer, be balloted for at the next following regular meeting. All other candidates shall be balloted for at the next meeting following the satisfactory completion of the term of probation. (See Rule 5). Upon a candidate receiving a majority of the valid votes of

the members present at the meeting and eligible to vote, he shall be declared elected and shall be enrolled in the brigade.

RULE 5: Candidates who have not had prior brigade experience to the knowledge and satisfaction of the Senior Officer, after being proposed and seconded, shall be enrolled temporarily as members on probation for a term of three months. At the end of that term any probationer having given satisfaction to the Senior Officer shall have his name placed before the Brigade at the next meeting for ballot in accordance with the procedure laid down in the last preceding rule.

RULE 6: Every candidate shall, before enrolment, be required to make himself familiar with these rules, with the terms of the Service Agreement and with any existing Brigade orders and shall signify in writing his acceptance of the conditions of service.

RULE 7: Candidates on election and enrolment shall have full rights of membership in the Brigade.

RULE 8: Any member may resign from the Brigade upon one month's prior notice in writing to the Brigade Secretary.

RETIRING AGE

RULE 9: Every member shall retire on his reaching 65 years of age.

RULE 10: For the purpose of ensuring that Brigade members are medically fit to perform their duties, the Authority may require every such member on attaining the age of 60 years to undergo a medical examination by a medical practitioner appointed by and at the expense of the Authority and thereafter annually.

ELECTION OF OFFICE BEARERS

RULE 11: Nominations for the positions of Secretary, Treasurer and Auditor shall be invited at the regular meeting prior to the annual meeting of the Brigade. If more than one nomination is received for any office a ballot shall be held at the annual meeting. The tenure of office shall be twelve months and office holders shall be eligible for re-election. Election shall be by majority vote of the members present at the meeting and eligible to vote. All vacancies due to resignation or otherwise shall be filled by nomination and, if necessary, an election at a special meeting called for that purpose or at the next regular meeting of the Brigade following the creation of the vacancy. The offices of Secretary and Treasurer may be combined should the Brigade so determine. The auditor is not to be a member of the Brigade.

DUTIES

RULE 12: (1) Principal Fire Officer: The duties and powers of the Principal Fire Officer in addition to those conferred on him by the Act and provided elsewhere in the Service Agreement and these Rules, shall be as follows:

(a) He shall be responsible to the Authority for:

- (i) The training, discipline and efficiency of the Brigade.
 - (ii) The care, maintenance and efficiency of all appliances and equipment, and shall ensure that all appliances are re-commissioned immediately after use at fire or drills.
 - (iii) The inspection, testing and recording of water supplies; the maintenance of hydrant records and maps showing available water supplies.
- (b) He shall make himself familiar with all major fire risks within the area which the Brigade has an obligation to protect and with the Brigade's responsibilities under the scheme for Co-ordination and Reinforcement.
 - (c) He shall see that an Occurrence Book is properly maintained and all occurrences are properly entered, and sign the same no less than weekly.
 - (d) He shall allot such duties to the members of the Brigade as he may deem necessary for ensuring the efficiency thereof, and may withdraw any member from any special duty and allot him fresh duties at his discretion.
 - (e) He shall keep in a proper manner a service record card of each member showing the name, occupation, place of birth, date of birth, date of joining and discharge from the Brigade, with awards and action taken in connection therewith, and also a record of all issues of uniforms and personal equipment to individual members of the Brigade.
 - (f) He shall perform any other duty in connection with his position which the Authority may from time to time assign to him.
 - (g) He shall ensure that all Brigade Rules are strictly observed and that any other requirements of the Authority are faithfully carried out.
 - (h) He shall report to the Authority, as soon as practicable, all cases of breach of discipline and the action taken in connection therewith.
- (2) Deputy Principal Fire Officer:
- (a) He shall obey all orders of the Principal Fire Officer and shall render all assistance in his power to him in the discharge of all duties and should himself endeavour to promote esprit-de-corps among members of the Brigade.
 - (b) He shall be in general charge under the Principal Fire Officer of the training and discipline of the Brigade.

(c) In the absence of the Principal Fire Officer he shall assume his conferred and imposed powers and duties.

(3) Principal Fire Officer/Deputy Principal Fire Officer:

It shall be the duty of the Principal Fire Officer and his Deputy to see that the station is clean and that the appliances and equipment are at all times in efficient order and in the event of any defect to immediately take action to rectify it. They shall train the Brigade and take command and have all the powers and duties conferred on them by the Act, by the Service Agreement or any other direction in force.

(4) Treasurer:

It shall be the duty of the Treasurer to receive all monies and to pay the same within five days to the credit of the Brigade into a Bank appointed by the Brigade, and to furnish a financial statement at every monthly meeting of the Brigade, and at the annual meeting a properly prepared and audited balance sheet and statement of income and expenditure.

(5) Secretary:

It shall be the duty of the Secretary to attend all meetings of the Brigade and record the Minutes thereof; to pay to the Treasurer as soon as practicable, but not later than the next Brigade muster, all money received by him on behalf of the Brigade and issue a receipt for same; to carry on all necessary correspondence and prepare the annual report; to notify all members by circular or otherwise of all special meetings, and to do all such business as may appertain to his office.

(6) Members:

All members shall attend fires and alarms of fire with the utmost despatch and shall attend all meetings and special musters, give implicit obedience to the commands of the officers, refrain from using improper language, and be courteous in their demeanour to all members of their own and other Brigades and to the public at large.

Any member unavailable to attend a fire or alarm of fire or meeting or practice shall give prior notice to a Brigade Officer either orally or in writing.

The Principal Fire Officer may at any time request an explanation as to non-attendance of any member at fires, alarms of fire, drills or other parades of which due notice has been given.

Except by resolution of the Brigade, no member shall divulge any business transacted by the Brigade or Committee of the same to any persons not being members of the Brigade.

Members when on duty shall address all ranks correctly by their official titles.

When on duty at fires, parades, meetings or otherwise, the greatest degree of silence compatible with efficiency shall be observed.

Full uniform shall be worn at all fires and alarms and at all other times when on duty.

Any member moving to a new place of residence or changing his address shall notify the Secretary of the Brigade in writing within seven days.

Any member may be granted leave for a period not exceeding three months on application to the Principal Fire Officer. An extension may be granted by vote of the members of the Brigade at any meeting after the same has been applied for in writing.

DISCIPLINE

- RULE 13:
- (1) Should the Brigade be dissatisfied with the conduct of a Member, other than an Officer, it may, by resolution carried at a special meeting of the Brigade called for the purpose, call on him to resign, remove him from office, or discharge him from the Brigade. The Authority shall be notified of such action.
 - (2) A member of the Brigade guilty of any of the following offences whilst on Brigade premises, or going to, present at, or returning from any drill, or any incident, shall be liable to suspension from duty by the Principal Fire Officer or his deputy, until the matter is adjudicated on by the Principal Fire Officer or reported to and adjudicated on by the Authority.
 - (a) Being in an intoxicated condition or under the influence of drugs.
 - (b) Disobeying any lawful order of his superior officer.
 - (c) Using abusive or insubordinate language to his superior officer.
 - (d) Unseemly or disorderly conduct.
 - (e) Using obscene language.
 - (f) Being slovenly in habit or dirty in person.
 - (g) Leaving a fire or drill without consent of the Officer-in-Charge.

- (3) A member of the Brigade committing any of the following offences shall be ~~immediately suspended~~ and reported to the Authority by the Principal Fire Officer:
 - (a) Wilfully damaging any portion of the Brigade premises or other property of the Authority.
 - (b) Misappropriating anything from any premises entered by the Brigade during or after any practice, false alarm or fire.
 - (c) Failing to account for any gratuities or other reward given to him by the public for the benefit of the Brigade.
- (4) No member of the Brigade shall under any circumstances, except with the consent of the Authority, write any letters or furnish any information to the press on matters connected with the Authority or the Brigade in relation to any fire. All enquiries by the news media in connection with fires or incidents should be referred to the Principal Fire Officer.
- (5) Officers and members shall be held equally liable to disciplinary action for infringement of any of the foregoing provisions.
- (6) In the case of any alleged offence under this Rule, reported to the Authority, the latter shall investigate the allegation and if satisfied that an offence has been committed, may either reprimand, punish by loss of rank, loss of privileges, or as the Authority sees fit discharge the member concerned from the Brigade. The member shall, either at the investigation under this Rule, or at an appeal under Rule 14, have the right to speak in his defence and, if he so desires, to bring witnesses in support of such defence.

PRINCIPAL FIRE OFFICER TO INVESTIGATE
BREACHES OF DISCIPLINE AND DUTY

RULE 14: The Principal Fire Officer shall consider all cases of breaches of discipline and duty under Rules 12, 13 and 15, excepting those coming within Rule 13(3). He may impose in punishment on the offending member either a reprimand or deprivation of privileges, or may where he considers the matter serious, report the matter to the Authority; provided that any member affected by the decision of the Principal Fire Officer may appeal to the Authority against such decision. The Authority may either revoke, amend, or confirm the decision.

MEMBERS TO MAKE THEMSELVES EFFICIENT

RULE 15: It shall be the duty of every officer and member of the Brigade to make himself efficient in his duties. Any failure to conform with this Rule shall be deemed a breach of discipline for the purposes of Rule 14. Where the Principal Fire Officer is of the opinion that any member is consistently absenting himself without sufficient excuse from drills or failing to attend on alarms of

fire so as to prejudice his efficiency as a member of the Brigade, he shall, in conformity with these Rules, take such action considered necessary.

DRILLS

RULE 16: Drills shall be held at such times and places as decided by the Principal Fire Officer, except that there shall be not less than two regular drills in each calendar month, one of which should be a wet drill including the use of ladders (where held).

INSPECTIONS

RULE 17: There shall be a general inspection of the Brigade every three months by the Principal Fire Officer. Every member shall attend such inspection musters unless special leave of absence has been granted by the Principal Fire Officer.

OUT-PREMISES FIRE PROTECTION

RULE 18: Attendance outside the Authority's area for which the brigade has an obligation to protect will be at the discretion of the Principal Fire Officer or Officer in Charge of the Brigade as delegated by the Authority when the call is received. Such officer is responsible for ensuring that the Authority's area is not left without a reasonable standard of fire protection during the period in which part of the Brigade is engaged outside the premises.

Nothing in this Rule shall preclude conformity with any Co-ordination Scheme made pursuant to and in accordance with the Fire Service Act 1975.

UNIFORMS

- RULE 19:
- (1) Uniforms shall conform with the Fire Service Commission Uniform and Equipment Specifications.
 - (2) All uniform is the property of the Authority, or where paid for out of Brigade funds, of the Brigade. Any member leaving or being dismissed from the Brigade shall return the uniform and any other Brigade property in his possession to the Senior Officer within 48 hours.
 - (3) Members shall keep uniforms clean and in good order.
 - (4) No member shall wear his uniform in public except when on duty, or lend any part of the same without permission from the officer for the time being in charge.
 - (5) Members shall not at any time appear dressed partly in undress uniform and partly in civilian clothes.

BRIGADE FUNDS AND PROPERTY

RULE 20: (1) All monies received by or on behalf of the Brigade shall be paid into an account in the name of the Brigade to be kept

at a Trading Bank or a Savings Bank. Cheques should be endorsed by either the Secretary or Treasurer, or in their absence a member who has been duly appointed by a Brigade meeting.

- (2) All payments by or on behalf of the Brigade shall be made out of the account by means of withdrawal form or cheque (as the case may require) drawn upon the account and signed by any two of the following persons: "The Principal Fire Officer, Secretary or Treasurer for the time being, provided that the Brigade may appoint one or more of its members as substitutes for any of the said officers or office bearers." All cheques payable into the account of the Brigade shall be endorsed by the Secretary or in his absence by any other person authorised to sign cheques.
- (3) All such receipts and payments shall be recorded in the Brigade's cash book.
- (4) All monies and other property of the Brigade shall be held upon trust.

DONATIONS IN RECOGNITION OF BRIGADE SERVICES

RULE 21: Donations by the public in recognition of the Brigade's services shall be paid into the Brigade fund and shall be used in providing for the comfort and recreation or otherwise for the benefit of the members of the Brigade.

HONORARY MEMBERS & LIFE HONORARY MEMBERS

RULE 22: Honorary Members may be admitted to the Brigade on the following conditions:

- (1) The Brigade may by majority vote elect to Life Honorary Membership, any person, whether a brigadesman or not, who has given outstanding service to the Brigade.
- (2) Honorary Members may be appointed in recognition of special services or benefactions.
- (3) Each nominee shall be duly proposed and seconded by Brigade members at any regular meeting and shall receive an affirmative vote of the majority of members present at the meeting and eligible to vote.
- (4) Honorary Members may attend the meetings of the Brigade but shall not be entitled to vote.
- (5) They may contribute towards the Brigade fund in the form of a voluntary donation.
- (6) Honorary members are to be endorsed by the Authority.

ANNUAL STATEMENT OF ACCOUNTS

RULE 23: The Annual Statement for each year ending 31 March, duly audited, of the accounts of the Brigade shall be forwarded to the Author-

ity within four weeks after being passed by the Brigade at the annual meeting.

AUDITORS

RULE 24: There shall be an auditor or auditors appointed from time to time, who shall examine the books and accounts annually or at such other periods of less than a year as may be ordered by the Brigade, and shall certify that in their opinion they give a true and fair view. Any auditor shall receive for his services such remuneration as the Brigade may decide, by resolution at the annual meeting, and shall be eligible for re-election.

SIGNATURE ON DOCUMENTS

RULE 25: The Agreement of Service and all contracts, agreements and other documents for which signature is necessary on behalf of the Brigade shall be signed by three members, including the Principal Fire Officer and the Secretary if in office. Such signatures shall only be affixed on the authority of a resolution carried at a general or special meeting of the Brigade called for that purpose.

MEETINGS

- RULE 26:
- (1) The Brigade may hold regular meetings at the fire station or other place of assembly as decided by resolution at the annual meeting and no notice of such meeting shall be necessary.
 - (2) The date for the annual general meeting shall be fixed at a monthly meeting of the Brigade.
 - (3) The Principal Fire Officer may call a special meeting of the Brigade whenever he deems it necessary and shall do so within three days upon receipt of a request signed by a majority of members.
 - (4) Notices of every special meeting shall be sent by the Secretary to each member at least 48 hours before such meetings and shall set forth the business for which the meeting is called. No business other than that specified in the notice shall be transacted by any special meeting.
 - (5) A majority of members of the Brigade, excluding Honorary Members, shall form a quorum for any Brigade regular or special meeting.
 - (6) A resolution shall be deemed carried by the affirmative vote of the majority of the members present at a meeting and qualified to vote.
 - (7) At all meetings the Chair shall be taken by the Principal Fire Officer present and no member shall leave the room without the permission of the Chairman.

- (8) Except in cases where other procedure is expressly provided, all questions for decision by the members of the Brigade shall be determined on the voices, provided that any member may, after the Chairman's declaration, call for a show of hands or for a ballot, and in any such case the decision shall be taken accordingly, and in all cases under Rule 27, the Secretary shall record the number of persons voting in favour of, or against the resolution.

ORDER OF BUSINESS

RULE 27: The order of business at regular meetings shall be as follows:-

- (1) Apologies.
- (2) Reading and confirmation of Minutes.
- (3) Inward and outward correspondence.
- (4) Passing accounts.
- (5) Consideration of written reports.
- (6) Proposal of candidates for election. (Rules 3 to 5).
- (7) Election of office-bearers. (Rule 11).
- (8) Motions of which proper notice has been given.
- (9) General business.
- (10) Notices of motion.
- (11) Roll Call.

RULES OF DEBATE

RULE 28: At all meetings the order of debate should be as follows:-

- (1) No motion shall be discussed until it is seconded and stated to the meeting by the Chairman.
- (2) When a motion is under discussion, no matter foreign to the question shall be admitted until a decision of the meeting on the motion is announced from the Chair.
- (3) A motion to adjourn either debate or meeting shall always be in order.
- (4) Each member desiring to speak shall rise and in the first place address himself to the Chair.
- (5) Unless permitted by the meeting, no member shall speak more than once except in explanation of or in reply to the question before the Chair. The proposer of any motion, however, shall have the right of reply.

- (6) In the event of two members rising at the same time, the Chairman shall decide who is in possession of the floor.
- (7) No member shall propose more than one amendment upon a motion.

NOTICES OF MOTION

RULE 29: Except in the case of business to be transacted at a special meeting, every notice of motion shall be given in writing, signed by the mover, to the Secretary at the monthly meeting preceding the meeting at which the motion is to be discussed. No discussion shall be permitted upon any such motion until it has been seconded.

DEATH OF MEMBERS

RULE 30: In the event of the death of any member of the Brigade, the flag shall be flown at half mast. Full funeral honours may be granted and each member, in full uniform, shall be expected to follow the deceased to the place of interment.

Brigades may, if they think fit, at the death of an ex-fireman, grant him full honours.

NOTE: A flag flown at half mast is flown one flag height below the masthead.

BRIGADE PREMISES NOT TO BE ABUSED

- RULE 31:
- (1) No intoxicating liquors shall be taken on nor consumed on Brigade premises without the permission of the Principal Fire Officer.
 - (2) Betting or gambling shall not be permitted on any part of the Brigade premises, nor shall any noisy recreation be indulged in therein or thereabout.

SUSPENSION, ALTERATION AND ADDITIONS TO RULES

RULE 32: (1) These Rules shall not be altered, revoked or suspended except by the vote of two-thirds of the members present at a special meeting of the Brigade, and by motion of which due notice has been given. All alterations in the Rules shall be subject to the approval of the Authority.

- (2) Subject to the approval of the Authority, and provided they in no way conflict with any of these Rules, the Brigade may make further rules for its own government.

RULE 33: Nothing in these Rules shall derogate from the provisions and requirements of the Fire Service Act 1975, Section 36.

AGREEMENT BETWEEN THE NEW ZEALAND FIRE SERVICE COMMISSION
AND THE OWNER OR OCCUPIER OF AUCKLAND INTERNATIONAL AIRPORT
LIMITED ORGANISING THE AUCKLAND AIRPORT INDUSTRIAL FIRE
BRIGADE.

(This form is always to be completed as an agreement between every owner or occupier of premises protected by an industrial fire brigade and the premises are either within a fire district declared pursuant to section 26 of the Fire Service Act 1975, or are on any premises which the fire brigade of the fire district is under an obligation to protect.)

1. Pursuant to subsections 36(3) and (4) of the Fire Service Act 1975 the Owner or Occupier of

(hereinafter referred to as the "Owner") having raised and established an industrial fire brigade (hereinafter referred to as the "Brigade") pursuant to subsections 36(1) and (2) of the Fire Service Act 1975 hereby agrees with the New Zealand Fire Service Commission (hereinafter referred to as the "Commission") that in the event of fire or other emergency on the Owner's premises:

- (1) The senior member, of the brigade, present is, to ensure that the nearest New Zealand Fire Service brigade will be notified of a fire or other emergency as soon as the particular circumstances will allow.
- (2) On the arrival of a New Zealand Fire Service fire brigade the senior member of the industrial fire brigade will place all resources under his control at the disposal of the senior officer of the New Zealand Fire Service for the duration of the incident.

2. Pursuant to subsection 36(9) of the Fire Service Act 1975 the Owner hereby agrees with the Commission that the Brigade may form part of any co-ordination scheme for the time being in force, established under section 17P(1) and 17P(2)(b) of the Fire Service Act 1975 by the New Zealand Fire Service National Commander, subject to the Owner at all times having the right to refuse the utilisation of the Brigade, its members or its equipment, in response to any call from any place other than the Owner's premises, when it is deemed by the Owner that the brigade's presence on the premises is essential for such premises' protection at the time any call for assistance is received from any other place.

3. It is also agreed between the Owner and the Commission that in the event that the industrial fire brigade attends a fire or other emergency outside the Owner's premises the senior member of such brigade attending the incident is to place all resources under his control at the disposal of an officer of the New Zealand Fire Service as soon as he deems it practicable to do so, but in any case at any time considered to be appropriate in the opinion of the senior officer of the New Zealand Fire Service.

4. The provisions of subsection 36(10) of the Fire Service Act 1975 apply to the principal officer of the industrial brigade and to the Owner in regard to subsection 28(4) and sections 42 and 43 of the Fire Service Act 1975 respectively, subject to this agreement being made, in regard to incidents attended outside, the Owner's premises.

5. Standard forms FSC 352 and FSC 353 Model Agreement for Service and Model Brigade Rules for use between the industrial fire brigade and the Owner have been used and are in existence pursuant to sections 36(1) and 36(2) of the Fire Service Act 1975.

Signed at *[Signature]* this *4TH* day of *NOVEMBER* 199*2*
by or on behalf of the Owner. *AUCKLAND INTERNATIONAL AIRPORT LTD*

Signed at *Wellington* this *26th* day of *February* 199*3*
by or on behalf of the Commission.

9(2)a

[Signature]
DEPUTY NATIONAL COMMANDER

To Chief Executive/National Commander
National Headquarters

Forwarded recommending approval. *[Signature]* Comments are separately attached.

Commander No. 1 Region
(AUCKLAND)

Agreement For Service Between

(Name of Company) AUCKLAND INTERNATIONAL AIRPORT LIMITED

(Name of Brigade) AUCKLAND AIRPORT RESCUE FIRE INDUSTRIAL FIRE BRIGADE

WHEREAS, pursuant to the Fire Service Act 1975 (herein after called the ACT) it is provided that the Company may organise and maintain a group of persons for the purpose of protecting any property of the Company from fire and that any group of persons that is so organised and maintained shall be deemed to be an industrial fire brigade for the purposes of the said Act (and WHEREAS, (Name of Company) Auckland International Airport Limited (hereinafter called the "Authority") has established and maintains an industrial fire brigade for the protection of all premises associated with the Company.

The industrial fire brigade so formed shall be known as the AUCKLAND AIRPORT RESCUE FIRE INDUSTRIAL FIRE BRIGADE.

NOW THEREFORE by this Agreement dated the _____ day of _____ 1992 the Authority and the Brigade have mutually agreed as follows:

1. Establishment

The establishment of the brigade shall be a principal officer (hereinafter referred to as the Chief Rescue Fire Officer), and a Deputy Chief Rescue Fire Officer, additionally there shall be four senior officers, four junior officers and thirty two firefighters. The total establishment being forty two personnel.

2. Appointment of Personnel

The Company shall appoint the Chief Rescue Fire Officer and shall appoint all other personnel following evaluation and recommendation by the Chief Rescue Fire Officer.

3. Hours of Coverage

The Brigade will provide 24 hour protection for the premises with personnel rostered on four shifts working the 10/14 duty system. The minimum manning is eight personnel on duty at all times.

4. Conditions of Employment

All personnel are employed as full time firefighters under Contracts of employment with the company which prescribe the conditions of service, rules and regulations which apply to the group.

5. Brigade Duties to be Carried Out

The Chief Rescue Fire Officer shall be responsible to the company for the discipline, efficiency, training and equipment of the brigade.

The Brigade shall carry out on behalf of the Authority the duties imposed by the Act or by Regulations made under the Act within the Authority's area. It shall conform with all instructions issued by or under the authority of the New Zealand Fire Service Commission subject to the right of the principal officer of the Brigade to represent to the Authority the opinion that for the reasons stated such instructions should not be conformed with.

IN WITNESS WHEREOF these presents have been executed the day and year first hereinbefore written.

Signed for and on behalf of

AUCKLAND INTERNATIONAL AIRPORT LTD
(Name of Company)

9(2)a

GENERAL MANAGER

AUCKLAND AIRPORT RESCUE FIRE
INDUSTRIAL FIRE BRIGADE
(Name of Brigade)

9(2)a

CHIEF RESCUE FIRE OFFICER
(Principal Officer)

NOTE: Copy of signed copy to be forwarded for retention by the appropriate Regional Commander, New Zealand Fire Service.

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982

INDUSTRIAL FIRE BRIGADE

BRIGADE RULES

SETTING OUT INTERNAL ORGANISATION, PROCEDURE
AND CONDITIONS OF SERVICE

(To form part of and to be read in conjunction with the parent
Agreement for service of which these rules are part)

INTERPRETATION

Rule 1: In these Rules, unless the context otherwise
requires:

"Act" means the Fire Service Act 1975.

"Authority" means the company.

"Chief Rescue Fire Officer" means The Principal
Officer

"Brigade" means the Industrial Fire Brigade.

"Commission" means the New Zealand Fire Service
Commission.

"Contract of Employment" means the Industrial
agreement between AIAL and the personnel employed at
Auckland Airport as firefighters.

OBJECTIVES

Rule 2: The objectives of the Brigade shall be the prevention
of fires and of damage by fire, the suppression and
extinction of fire, the protection of life and
property, rendering of humanitarian assistance and
the development of efficiency in fire-fighting and
other emergency duties by Brigade members.

EMPLOYMENT OF PERSONNEL

Rule 3: Candidates for employment must be physically fit
persons and free from defect in limb, hearing and
sight. They must be of good moral character and
habits and will be required to produce testimonials as
to their character.

Rule 4: Every firefighter shall, be required to make
themselves familiar with these rules, with the terms
on the contract of service Agreement, Station
Standing orders and Operational Procedures.

RETIRING AGE

Rule 5: Every member shall retire in accordance with the
requirement of the contract of agreement.

Rule 6: For the purpose of ensuring that Brigade members are medically fit to perform their duties, the Authority will require every such member to undergo a medical examination by a medical practitioner appointed by and at the expense of the Authority on appointment and thereafter as defined in the Authorities Medical fitness programme.

DUTIES

- Rule 7: (1) Chief Rescue Fire Officer: The duties and powers of the Chief Rescue Fire Officer in addition to those conferred on him by the Act shall be as follows:
- (a) He shall be responsible to the Authority for:
 - (i) The training, discipline and efficiency of Brigade.
 - (ii) The care, maintenance and efficiency of all appliances and equipment, and shall ensure that all appliances are re-commissioned immediately after use at fire or drills.
 - (iii) The inspection, testing and recording of water supplies; the maintenance of hydrant records and maps showing available water supplies.
 - (b) He shall make himself familiar with all major fire risks within the area which the Brigade has an obligation to protect and with the Brigade's responsibilities under the scheme for Co-ordination and Reinforcement.
 - (c) He shall see that an Occurance Book is properly maintained and all occurrences are properly entered.
 - (d) He shall allot such duties to the members of the Brigade as he may deem necessary for ensuring the efficiency thereof, and may withdraw any member from any special duty and allot him fresh duties at his discretion.
 - (e) He shall keep in a proper manner a service record card of each member showing the name, occupation, place of birth, date of joining and discharge from the Brigade, with awards and action taken in connection therewith, and also a record of all issues of uniforms and personal equipment to individual members of the Brigade.
 - (f) He shall perform any other duty in connection with this position which the Authority may from time to time assign to him.
 - (g) He shall ensure that all Brigade Rules are strictly observed and that any other requirements of the Authority are faithfully carried out.

- (h) He shall report to the Authority, as soon as practicable, all cases of breach of discipline and the action taken in connection therewith.
- (i) The Chief Rescue Fire Officer shall see that the appliances and equipment are at all times in efficient order and in the event of any defect to immediately take action to rectify it
- (j) He shall command the Brigade and have all the powers and duties conferred on him by the Act, or by the Authority and may delegate the powers and duties conferred by the Act to a Senior Officer of the Brigade.

(2) Deputy Chief Rescue Fire Officer

- (a) He shall obey all orders of the Chief Rescue Fire Officer and shall render all assistance to him in the discharge of all duties and should himself endeavour to promote esprit-de-corps among members of the Brigade.
- (b) He shall be in general charge under the principal officer of the training and discipline of the Brigade.
- (c) In the absence of the Chief Rescue Fire Officer he shall assume his conferred and imposed powers and duties.

(4) Members

All members shall attend fires and alarms of fire with the utmost despatch, obey the commands of the officers, refrain from using improper language, and be courteous in their demeanour to all members of their own and other Brigades and to the public at large.

(5) OUT-PREMISES FIRE PROTECTION

Attendance outside the Authority's area for which the brigade has an obligation to protect will be at the discretion of the Chief Rescue Fire Officer or officer-in-charge of the Brigade as delegated by Chief Rescue Fire Officer when the call is received. This officer is responsible for ensuring that the Authority's area is not left without the required standard of fire protection during the period in which part of the Brigade is engaged outside the premises.

(6) UNIFORMS/PROTECTIVE CLOTHING

Uniforms may conform with the New Zealand Fire Service Commission specifications with the exception of the official New Zealand Fire Service badge which is reserved for those brigades that belong to the New Zealand Fire Service as defined in the Fire Service Act 1975. (This excludes the use of the New Zealand Fire Service badge by industrial fire brigades).

The authority shall be responsible for the supply to the brigade members of suitable protective fire fighting uniform (i.e. helmet, bunker coat, boots, firefighting trousers and/or overtrousers and gloves) to ensure adequate protection of members whilst carrying out their duties.

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982

NEW ZEALAND FIRE SERVICEQUESTIONNAIRE TO BE COMPLETED BY COMPANY/ORGANISATION
SEEKING REGISTRATION OF AN INDUSTRIAL FIRE BRIGADE

1. Name of Company/Organisation: AUCKLAND INTERNATIONAL AIRPORT LTD
2. Location: GEORGE BOLT DRIVE, MANGERE, AUCKLAND.
3. Nature of Industry: AIRPORT OPERATION, INCLUDING PROVISION AND LEASING OF
SPECIALIST PROPERTY.
4. Estimated value of area to be protected: \$400 million.
5. Population Industry: 8000 Residential: Nil
6. Brief description of any fire risks: Major International Airport Terminal,
2 Domestic Terminals, Office Blocks, Administration Blocks, Freight Warehouses,
Bulk Fuel Terminal, Flight Catering Kitchens, Maintenance Workshops, Radar and
Electronics Facilities.
7. Brief details of any fires that have occurred during the last three years with
an estimate of the damage resulting from same: 1989 Air N.Z. Passenger Terminal
(Domestic) - 2nd alarm during refurbishing. Estimated damage \$50,000.
Refer Annex Z - Schedule of Calls 1991/92.
8. Distance from nearest established Fire Brigade and whether an approach has been
made for fire protection to be provided from it:
Area is a Class 1 (H) fire risk within No.1A01 Fire District and normal protection
provided within the standards of cover. First response station Mangere - 5.6 km
distance. (Unable to meet first response time requirement).
9. Details of any fire brigade or other fire fighting organisation in the area:
Nil
10. Water Supplies - reticulated YES/NO : Local Authority/~~Private~~ Supply.
If local authority is supply metered YES/~~NO~~.

Pump & Gravity

11. Reticulated Supply - ~~Pump/Gravity~~ feed water supply.

Total storage unlimited M3

Size of trunk main 250 mm Other mains 300 mm 200 mm 250 mm 100 mm

Hydrants: YES/~~NO~~ Number installed 105 Screwdown _____

Pillar Nil Ball Nil

12. Static supply - Details of available supplies in built-up areas, (rivers, streams, lakes, ponds, wells, etc), and whether such are readily accessible to a fire appliance and/or portable pump in the event of a fire: Pukaki Creek.

13. Sufficient personnel (no fewer than 12) be prepared to volunteer and be trained as firemen YES/~~NO~~ Of these will no fewer than 5 be available during normal hours of operation at the company's premises to respond to fire calls? YES/~~NO~~

14. Accommodation

Fire Station: YES/~~NO~~ Appliance Bay size 6 Bay full size fire station.

Appliance Bay doors (1) Width 3.6m Height 4.5m (2) Width _____ Height _____
Type Henderson Roller Door (Power operated).

Social Hall: YES/~~NO~~ Toilets: YES/~~NO~~ Store room: YES/~~NO~~

Attach plan showing section, position, floor plan of station, access and services.

15. Fire-fighting Equipment:

Fire Appliance Make Mills-Tui Year 1990 Model Stryker (4 off)

Pump type TSE Make Darley Output 76 l/s

Tank capacity 8,500 L Hosereels No. 1

General condition body Excellent Engine Excellent Chassis Excellent

Pump Excellent Interior Excellent.

Portable Pump: YES/~~NO~~.

Make _____ Model _____ Age _____ Output _____ l/s

General condition _____

Uniform New/Second-hand general condition _____

Helmets YES/~~NO~~. Bunker Coats YES/~~NO~~x Trousers YES/~~NO~~.

Boots YES/~~NO~~x Gloves YES/~~NO~~x

Breathing Apparatus YES/~~NO~~x If Yes - No. 24

Make Draeger Model _____ Spare Cyls 24

Other fire-fighting equipment: Full range of foam and structural firefighting equipment.

16. Training: Have any members of the proposed fire brigade been members of any registered fire brigade? YES/~~NO~~x Number: 10 (ex permanent staff)

Brief details of training given to proposed fire brigade: Regular operational training with adjacent N.Z. Fire Service units.

17. Communications

Local telephone exchange: ~~Manual~~/Automatic.

Toll centre at: Auckland.

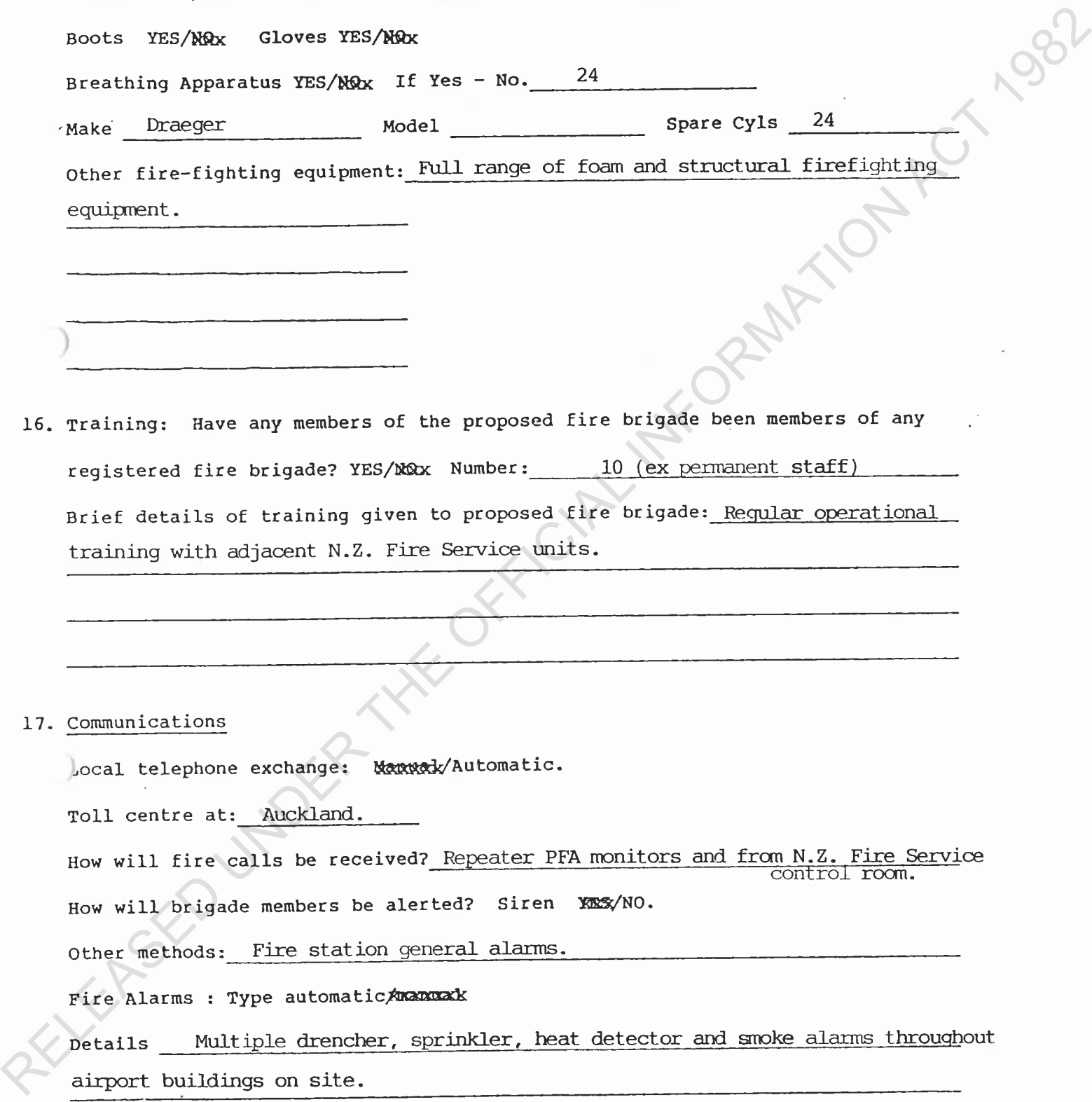
How will fire calls be received? Repeater PFA monitors and from N.Z. Fire Service control room.

How will brigade members be alerted? Siren ~~YES~~/NO.

Other methods: Fire station general alarms.

Fire Alarms : Type automatic/~~manual~~

Details Multiple drencher, sprinkler, heat detector and smoke alarms throughout airport buildings on site.



18. General

(1) Have the following forms been completed (attach copies). Yes - copies attached.

(a) FSC 352 - Model Agreement for service between the Owner and the Industrial Fire Brigade.

(b) FSC 353 - Model Brigade Rules attached to FSC 352 (para 18(1)(a) above).

(c) FSC 355 - Agreement between the Owner or Occupier and the New Zealand Fire Service Commission as required by sections 36(3) and (4) of the Fire Service Act 1975 (within fire district or under obligation to protect), or

FSC 354 - Agreement between the Owner or Occupier and the New Zealand Fire Service Commission as may occur under section 36(9) of the Fire Service Act 1975 - YES/NO.

(2) In the event of registration by the New Zealand Fire Service Commission is it accepted that the following additional terms and conditions shall apply.

(a) That forms FSC 352 and FSC 353 and form FSC 355 or FSC 354 will be required to be completed prior to registration being approved
YES/~~NO~~

(b) That the Owner and the Industrial Brigade agree to the New Zealand Fire Service Commission's delegated representatives carrying out operational inspections of the brigade on similar bases to those carried out of Volunteer Brigades - YES/~~NO~~

(c) That an operational efficiency inventory will be completed by the Industrial Brigade as soon as possible after registration and prior to any operational inspection by delegated representatives of the New Zealand Fire Service Commission - YES/~~NO~~

(d) That the Commission may revoke the registration at any time pursuant to section 36(8) of the Fire Service Act 1975

YES/~~NOX~~

(e) That appliances and equipment will be clearly marked and display the name of the Industrial Brigade and any registered motto or insignia belonging to the New Zealand Fire Service may not be used for any purpose whatsoever. YES/~~NOX~~

Signed at AUCKLAND this 31st day of August 1982
on behalf of the AUCKLAND AIRPORT Industrial Brigade.

(Signature)

9(2)a

Principal Officer

P.O.

Signed at AUCKLAND this 31st day of August 1982
on behalf of the Owner or Occupier.

(Signature)

9(2)a

(Designation)

FOR AUCKLAND INTERNATIONAL AIRPORT LTD.

MR

Note: When completed, this form together with copies of completed forms listed at 18(1) above are to be forwarded to:

The Commander,
No. 1 Region (AUCKLAND)
New Zealand Fire Service

(to be completed by the Regional Commander)

The Secretary,
National Headquarters,
New Zealand Fire Service,
P.O. Box 2133,
WELLINGTON.

9(2)a

Commander

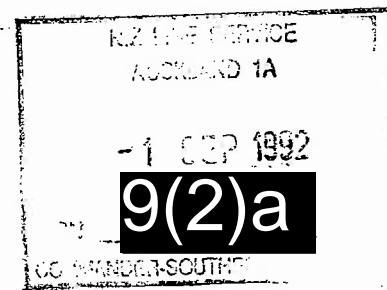
No. 1 Region (AUCKLAND)

To: 9(2)a
From: [REDACTED]

Subject: Calls to Auckland Airport Zone 3532.

Incident type. Firs code. 1992(1/1 >12/8) 1991 (exclude Sept)

Property	11	1	3
Vehicle	13	1	0
Hazard stby	40	1	0
Spill over 301	41	3	4
Bomb Alert	42	0	1
Arcing electrical	45	1	2
Aircraft stby	46	10	14
Chemical emerg	47	3	1
LPG Leak	48	1	0
CNG Leak	49	0	1
Service call	50	2	2
Smoke/Odour rem	53	1	1
Rubbish fire	87	0	1
Sub Total		24	30
Good Intent	60	1	2
Smoke scare	61	0	2
FAGI Others	69	2	1
False Alarms 71>78		11	22
TOTAL		38	57





COPY

NEW ZEALAND FIRE SERVICE
WHAKARATONGA IWI
NATIONAL HEADQUARTERS

Reply to: CHIEF EXECUTIVE, NATIONAL HEADQUARTERS, NEW ZEALAND FIRE SERVICE, P.O. BOX 2133, WELLINGTON
Willbank House, 57 Willis Street.
Telephone 0-4-472 4969 Fax 0-4-478 1603

8 March 1993

ADM 6/2/44
ADM 24/14
OPS 2/4/44

Commander No 1A Area

For Information:
Commander No 1 Region



NEW ZEALAND FIRE SERVICE			
No. 1 REGION AUCKLAND			
REC'D 9 - MAR 1993			
REGIONAL COMMANDER			
	COPY	ACTN.	INFO
De			+

MANUAL OF OPERATIONS (FSM8) - DISTRIBUTION TO INDUSTRIAL BRIGADES

- Ref: A. Our ADM 24/14 to RC1 dated 17 September 1992.
- B. RC1 ADM 6/0 and OPS 3/10/1 dated 16 November 1992.
- C. Our OPS 3/10/1 and ADM 6/2/44 dated 26 February 1993.

1. Enclosed is one complete set of the Manual of Operations (FSM8) (Parts 1, 2 and 3) for issue as follows:

- (1) Copy No 313 - Auckland International Airport
- (2) Included with the manual is an introductory letter with receipt attached. The receipt portion is to be signed by the copy holder and returned to this Headquarters.

2. Issue of the manual through the local Area Headquarters is preferred as this will enable any queries or local ongoing requirements to be addressed and resolved at time of issue.

3. Future manual amendments will be mailed direct to the brigade.

9(2)a

Assistant Director (General Services)
for Chief Executive/National Commander

ENCLOSURE: 313 - Manual of Operations (FSM8)
(Parts 1, 2 and 3)

NEW ZEALAND FIRE SERVICE COMMISSION

CO-ORDINATION AGREEMENT

Administered for the Commission by



OWNER	Carter Holt Harvey Pulp & Paper Limited
PREMISES	Kinleith Mill and environs
INDUSTRIAL BRIGADE	Kinleith Fire Brigade
FIRE REGION	Bay-Waikato Fire Region
DATE OF AGREEMENT	

<p>OWNER'S DETAILS</p>	<p>Full Name: Carter Holt Harvey Pulp & Paper Limited Full postal address: Private Bag 6, Tokoroa Phone: (07) 886 3999 Fax: (07) 886 3615 Chief Executive: 9(2)a Main contact person: 9(2)a Manager - Environment, Health, Safety and Risk Phone: 9(2)a Mobile: 9(2)a E-mail: 9(2)a</p>	
<p>BRIGADE DETAILS</p>	<p>Full name: Kinleith Fire Brigade Full postal address: Private Bag 6, Tokoroa Phone: (07) 886 3836 Fax: (07) 886 3832 Number of members: Operational: 18 Non-operational: 0</p> <p>PRINCIPAL OFFICER</p> <p>Name: 9(2)a Title: Chief Fire Officer Postal address: (as above) Phone: 9(2)a Mobile: 9(2)a Fax: 9(2)a E-mail address: 9(2)a</p>	
<p>NZFS DETAILS</p>	<p>FIRE REGION</p> <p>Name: Bay/Waikato Full postal address: P O Box 341 TAURANGA Phone: (07) 578 7098 Fax: (07) 578 7484</p>	<p>FIRE REGION MANAGER</p> <p>Name: 9(2)a Phone: 9(2)a Mobile: 9(2)a Fax: (07) 578 7484 Email: 9(2)a</p>
<p>DESCRIPTION OF PREMISES TO WHICH THIS AGREEMENT APPLIES</p>	<p>As set out in Appendix 1.</p>	

AGREEMENT

For the purposes of sections 17P(1)(a), 36(3) and 36(9) of the Fire Service Act 1975, the following provisions apply between the New Zealand Fire Service Commission and the National Commander ("New Zealand Fire Service") and Carter Holt Harvey Pulp & Paper Limited (the "Owner"). If any other provision is to apply or prevail it must be agreed in writing and be attached to this document.

NZFS OBLIGATIONS AND RIGHTS

1. **Registration:** The Commission has previously registered the Kinleith Fire Brigade (the "Brigade") under section 36(7) of the Fire Service Act 1975 and will continue to do so subject to the provisions of this Agreement;
2. **Attendance:** A New Zealand Fire Service ("NZFS") brigade may, notwithstanding the registration of the Brigade, respond to any alarm of fire or other emergency at the Premises under section 28 of the Fire Service Act 1975;
3. **Co-ordinate activities:** NZFS will, through the Fire Region Manager-Commander of the Bay-Waikato Fire Region, co-ordinate the activities of the Brigade and any NZFS brigade in the event of a fire or other emergency on the Premises;
4. **Co-ordination Scheme:** The National Commander may, with the agreement of the Owner, include the Brigade in any other co-ordination scheme established under section 17P(1) of the Fire Service Act 1975;
5. **Operational Audit:** The National Commander will, at regular intervals to be determined by the National Commander, conduct operational readiness audits of the Brigade. The manner and content of the audits will be the same as the manner and content of the audits carried out for NZFS brigades, with any necessary modifications;
6. **Amendment to Brigade Rules:** NZFS will not unreasonably withhold approval of amendments the Owner proposes to make to the Rules. The Commission may change or add any condition of registration of the Brigade as a result of any amendment approved under this paragraph;
7. **Revoke registration:** For the avoidance of doubt, the Commission may revoke the registration of the Brigade following the procedure in section 36(8) of the Fire Service Act 1975;
8. **Equipment etc:** NZFS may provide the Owner with relief appliances, when needed, and other equipment or other resources for the purpose of this Agreement;
9. **Access to NZFS facilities:** NZFS will provide the Brigade access to its Information Technology (I.T.) network, and its land mobile radio (LMR) network, for the purposes of fire reporting, incident co-ordination and to otherwise meet the requirements of this Agreement.

OWNER'S OBLIGATIONS AND RIGHTS

The Owner:

10. **Protection of Premises:** will organise and maintain the Brigade for the primary purpose of protecting the Premises from fire and other emergencies;
11. **Notify Fire Service:** will ensure that the Principal Officer of the Brigade, or the person for the time being in charge of the Brigade, notifies the NZFS of any incident on the Premises as soon as is reasonably possible;
12. **Unified Command:** will, where any NZFS brigade responds to any incident on the Premises, work with the Officer in Charge of the NZFS brigade for the duration of the incident to extinguish any fire or render any non-fire emergency safe. For incidents of second alarm and above, the Principal Officer of the Brigade, or the person for the time being in charge of the Brigade, will work under the control of the senior Fire Service Officer, appointed by the Fire Region Commander, to be in Charge of the NZFS brigades for the duration of the incident. Where the Brigade responds outside the Premises, the Principal Officer of the Brigade, or the person for the time being in charge of the Brigade, can exercise the powers of the Chief Fire Officer (as set out in the Fire Service Act 1975) until the arrival of the first NZFS appliance. At this point the NZFS Officer will assume command of the incident;
13. **Reinforcement at Emergency Incidents:** may, on request from and to assist NZFS, make available the resources of the Brigade for attendance at any fire or other emergency not on the Premises; except that the resources, essential to protecting the Premises and described in Appendix 2, are not required to be made available under this paragraph;
14. **Protection of Essential Resources:** may, where certain resources of the Brigade are essential to the protection of the Premises, refuse to use any of those resources outside the Premises for the purposes of this or any other co-ordination scheme. Resources affected by this paragraph include, but are not limited to, those listed in Appendix 2;
15. **Compliance with Code of Practice:** will comply with the standards in the New Zealand Fire Service Fire Fighting Water Supplies Code of Practice (SNZPAS 4509);
16. **Evacuation Scheme and Procedure:** will put in place, or have approved (as the case may be), an Evacuation Scheme as required by the Fire Service Act 1975 or an Evacuation Procedure as required by regulation 6 of the Fire Safety and Evacuation of Buildings Regulations 2006 ("Regulations"). The Owner will ensure that the scheme or procedure is maintained in accordance with the Fire Service Act 1975 and the Regulations as appropriate;
17. **Site Emergency Plan:** will maintain and exercise a site Emergency Plan to enable the safe evacuation of the Premises and the control of any emergency;

18. **Performance Standards:** will ensure that the members of the Brigade comply with the Rules and Conditions of Service. The Owner will also ensure good conduct, discipline and efficiency by the Brigade in the performance of its duties;
19. **Efficiency of Brigade:** will ensure that the Brigade continues to be reasonably efficient as to staffing, equipment and training to operate as an Industrial Fire Brigade and meet the requirements for protection of the Premises;
20. **Operational Audit:** will co-operate with the National Commander in carrying out any operational readiness audit of the Brigade as required by the National Commander. In particular, the Owner will give the National Commander access (by arrangement) to the Premises, equipment (including appliances), personnel and records of the Brigade for the purposes of the audit;
21. **Appliances:** will not display on any appliance any words, symbols or other matters other than the name of the Brigade unless the display is approved by the National Commander. The Owner will also ensure that any such display approved by the National Commander is removed from the appliance if it is sold or otherwise disposed of to a third party;
22. **Access for NZFS personnel:** agrees that NZFS may, by arrangement, enter any part of the Premises at any time between the hours of 8:30am and 5pm on any day that the Premises are open for business for the purpose of inspecting the Premises under section 29 of the Fire Service Act 1975;
23. **No amendment to rules:** will not change the Rules or Conditions of Service without the prior written approval of NZFS.

JOINT OBLIGATIONS AND RIGHTS

24. **Joint Training and Exercises:** The parties will carry out joint training with at least one exercise held on the Premises each year.

GENERAL

25. **Term of Agreement:** This Agreement continues in force from the date it is signed by the parties until either:
- (a) the Brigade's registration is revoked; or
 - (b) one party terminates the Agreement by giving the other party not less than 3 months' notice in writing of the date of termination.
26. **Relationship:** No partnership, joint venture, principal-agent, or employer-employee relationship exists between NZFS and the Owner.
27. **Governing law:** New Zealand law governs. New Zealand courts have non-exclusive jurisdiction.
28. **Entire agreement:** This document (including any amendments attached to it) records the entire agreement concerning its subject.
29. **Force Majeure:** Neither party will be liable to the other for any failure or delay in the performance of this Agreement due to any circumstances reasonably beyond the control of the affected party.

30. **Fire Service Act not affected:** Unless expressly stated otherwise, the provisions of this Agreement will be read subject to the provisions of the Fire Service Act 1975.
31. **Dispute Resolution:** If any dispute arises between parties about this Agreement, which is not able to be resolved by the parties within 30 days of the dispute arising, that dispute will be submitted to arbitration. The arbitration will be carried out in accordance with the Arbitration Act 1996.
32. **Interpretation:** Unless specifically otherwise stated:
- (a) "Conditions of Service" means the Owner's conditions of service for the members of the Brigade;
 - (b) "Rules" means the Owner's written rules or regulations for the members of the Brigade;
 - (c) words defined in the Fire Service Act 1975 have the meanings so defined;
 - (d) "including" and similar words do not imply any limitation;
 - (e) headings are to be ignored;
 - (f) references to a party or a person includes any form of entity and its respective successors, assigns and representatives;
 - (g) if any provision of this Agreement is inconsistent with the Rules or Conditions of Service, the provisions of this Agreement will prevail; and
 - (h) time is of the essence.

SIGNATURES OF AGREEMENT AUTHORITY

For the Commission:

9(2)a

Signature

9(2)a

Name

20/11/07

Date

For the National Commander:

9(2)a

Signature

9(2)a

Name

6/11/07

Date

For the Owner:

9(2)a

Signature

9(2)a

Name

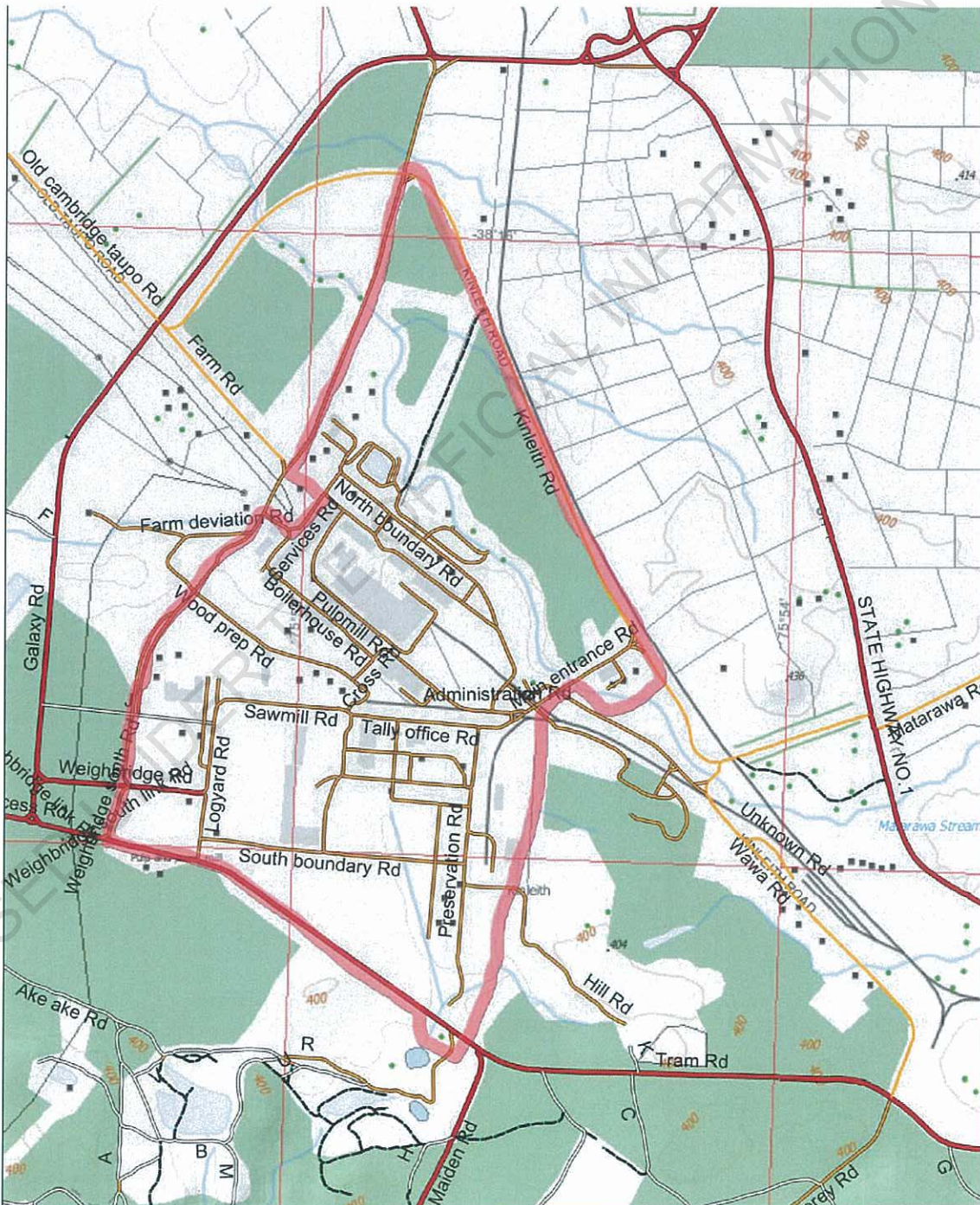
26 October 2007

Date

APPENDIX 1

Description of Premises

The Premises are the area comprising the Kinleith Mill and adjoining activities shown inside the boundary, delineated in red, on the attached "Land Ownership" map. This area is referred to in this Agreement as the "Premises".



APPENDIX 2

Essential Resources of Owner

Fire Appliances

Kinleith 621 - Type 3 Heavy Pump Appliance with Darley SH 1250 pump

Equipment (significant)

Item	Type & Quantity
Portable Pump	Angus 1200
Ejector Pump	Water Dragon A Type B type
Branches	2 x Elkart SS - 125 – 250 gpm 2 x Elkart 40 – 125 gpm Straight with selection of nozzles Cellar nozzle Firex
Monitors	Fixed on 621 – TFT 150 – 1000 gpm Portable – Angus – 1800 l/m Portable – Elkart Rapid Attack – 500 gpm
Foam Equipment	Akron 225 LX 50 branch with inline inductor Angus Foam Master MEX
Ladders	2 x 10.5m wooden trussed extension
Breathing Apparatus	Bristol compressor with 3 storage cylinders 21 x Drager PA 94 sets – 4 on 621 10 x LAS 200 bar cylinders 25 x steel 200 bar cylinders 2 x airline sets 2 x Sabre Flyte sets & cylinders
Protective Clothing	20+ sets of Level 2 with flash hoods, gloves & helmets 7 x Level 3 splash suits 5 x Level 4 gas suits
Miscellaneous Equipment	2 x decontamination showers – 1 x hi & 1 x low flow 2 x 50m rescue line packs c/w harnesses & descenders 1 x 100m rescue line 1 x Stokes Basket stretcher 1 x Paraguard stretcher 1 x portable generator & light

Fire Fighting Water Supply

Primary Supply: Matarawa Dam – 1.6 million litres

Diesel Fire Pump - Allis Chalmers delivering 14,970 l/m @ 1100 kPa

Secondary Supply: Waikato Reservoir – 40 million litres

Jockey Pump (electric) 1 x Harland SDB 6/7 pump delivering 5,920 l/m @ 305 kPa

Electric Booster 1 x Thompson Castlemain pump delivering 14,700 l/m @ 820 kPa

Details of fire fighting water main system are on the attached drawing Kinleith Fire Main and Hydrants (KC 237-09-01-096)

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982

KINLEITH FIRE BRIGADE

RULES AND CONDITIONS OF SERVICE

Effective date:

19 January 2008

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982

OWNER'S DETAILS	Full name: Carter Holt Harvey Pulp & Paper Limited Postal address: Private Bag 6, Tokoroa Phone number: (7) 886 3999 Facsimile number: (7) 886 3615 Main contact person: 9(2)a Manager – Environment, Health, Safety and Risk E-mail address: 9(2)a
BRIGADE'S DETAILS	Name: Kinleith Fire Brigade Postal address: Private Bag 6, Tokoroa Phone number: 9(2)a Facsimile number: 9(2)a Principal Officer: 9(2)a E-mail address: 9(2)a

Definitions

In this document, unless the context otherwise requires:

“**Act**” means the Fire Service Act 1975;

“**Commission**” means the New Zealand Fire Service Commission;

“**Conditions of Service**” means the conditions of service set out in this document;

“**Co-ordination agreement**” means an agreement entered into between the Commission and the owner under section 36(3) of the Act;

“**Co-ordination scheme**” means a scheme agreed between the National Commander of the NZFS and the owner under section 17P of the Act;

“**Employee**” means an employee of the employer;

“**Employer**” means Emergency Management Solutions Limited;

“**Group**” means the group of employees organised under this document to be an industrial fire brigade;

“**Industrial fire brigade**” means a fire brigade organised by the owner or occupier of any commercial or industrial premises and registered under section 36 of the Act;

“**Member**” means a member of the group;

“**Non-operational member**” means a member whose duties do not include operational firefighting;

“**NZFS**” means the New Zealand Fire Service;

“**Operational member**” means a member trained and competent in emergency response, including fire fighting;

“**Owner**” means Carter Holt Harvey Pulp & Paper Limited;

“Premises” means the Kinleith Mill and its environs as detailed in the map attached as Appendix 1;

“Principal officer” means the member appointed by the owner to be responsible for the direction and operation of the group;

“Rules” means the rules and regulations of the group set out in this document.

Words defined in the Act have the meanings so defined.

Words defined in the singular include the plural and vice versa.

Purposes

The owner has a group of people organised as an industrial fire brigade for the following purposes:

- To provide an effective initial response to any emergencies at the premises and to protect lives and property in danger.
- To maintain good conduct, discipline and efficiency amongst the group.
- For the group to become efficient as to staffing, equipment and training to operate as an industrial fire brigade and meet the requirements for the protection of the premises.
- For the group to remain registered by the Commission as an industrial fire brigade under section 36 of the Act.
- To enable the owner to fulfil the relevant obligations arising from any co-ordination agreement or co-ordination scheme.
- To enable the owner to fulfil relevant commitments arising from participation in activities with organisations mandated by the Civil Defence and Emergency Management Act 2002.

RULES OF THE GROUP

1. Membership

- 1.1 The members of the group are the employees who are assigned to providing the emergency response services at Kinleith.
- 1.2 Members must meet and maintain physical fitness requirements established, and medical requirements prescribed, by the employer from time to time after consultation with the owner.

Probationary Period

- 1.3 Membership of the group may be subject to a probationary period of not longer than twelve months set by the principal officer. The principal officer may vary the period at any time at his or her discretion, including extending it beyond twelve months in exceptional circumstances. The principal officer will monitor and advise the member of progress from time to time during any probationary period.

Resignation

- 1.4 A member who ceases to be an employee is deemed to have resigned from the group.

Provisions in the Absence of Principal Officer

- 1.5 If the principal officer is absent for any reason, the member designated by the employer as deputy acts as the principal officer.

If both the principal officer and any deputy are absent for any reason, the owner may appoint any other person to act as the principal officer during that absence.

The person acting as principal officer has all the functions, powers and duties of the principal officer under the Act, any co-ordination agreement, any co-ordination scheme, the Conditions of Service and these Rules.

Appointment of Principal Officer

- 1.6 The principal officer is appointed by the owner.

Operational Members

- 1.7 Operational members must:
- (a) Maintain and demonstrate to the satisfaction of the principal officer a standard of physical competency necessary to perform duties associated with their position.
 - (b) Respond to all alarms as directed by the principal officer.
 - (c) Advise the principal officer, in advance where practicable, of any unavailability to attend work or other group events.

2. Brigade Meetings

Regular Meeting

- 2.1 Meetings of the group will be held on a monthly basis or as required to maintain the efficiency of the group.

Special Meetings

- 2.2 A special meeting may be called by notice in writing to all members:
- (a) Whenever the principal officer considers that a special meeting is necessary; or
 - (b) Within 72 hours of a request to hold a special meeting being made by a majority of the members.
- 2.3 The notice of a special meeting, advising of the business for that meeting, must be given to or sent to each member at least 48 hours before the time of the special meeting. Only the business described in the notice can be considered at the meeting.

Conduct of Meetings

- 2.4 The principal officer, or a delegated person, will chair any group meeting.

3. Standards of Conduct and Discipline of Members

- 3.1 Standards of conduct and the discipline of members are defined in the Site Rules for CHH Kinleith Contractors provided by the owner, supplemented by any specific requirements of the employer.

Misconduct

- 3.2 Any member who breaches the standards of conduct prescribed under Rule 3.1 is liable to disciplinary proceedings for misconduct.

Unsatisfactory Performance

- 3.3 Any member who fails to perform the duties assigned, to specified standards, is liable to disciplinary proceedings for poor performance.

Disciplinary Proceedings

- 3.4 Disciplinary proceedings for misconduct or poor performance will be carried out as provided in the Site Rules for CHH Kinleith Contractors and any additional procedures of the employer.

4. Rule Variations

- 4.1 These Rules may be altered, revoked or suspended by the owner after consultation with the employer.

CONDITIONS OF SERVICE

1. Operation of Group as Industrial Fire Brigade

- 1.1 The group will operate in accordance with the Rules and assist the owner by performing the functions of an industrial fire brigade at the premises. The group and the owner will work together to meet the purposes set out on Page 3 of this document.

2. Principal Officer

- 2.1 The principal officer is responsible to the owner for carrying out the functions, powers and duties of the principal officer set out in the Act and for the effective operational readiness and performance of the group as an industrial fire brigade.
- 2.2 Without limiting the functions referred to in Paragraph 2.1, the principal officer is also responsible to the owner for:
- (a) Providing an effective initial response to any emergencies at the premises and to protect lives and property in danger.
 - (b) The training, discipline and efficiency of the members.
 - (c) The care and maintenance of all appliances and equipment.
 - (d) Ensuring that a logging system is properly maintained and that relevant information about activities is properly entered into the logging system.
 - (e) Allotting such duties to members as may be necessary.
 - (f) Ensuring that the group's Rules are strictly observed and that any requirements set out in these Conditions of Service, any co-ordination agreement or any co-ordination scheme are carried out.
 - (g) Ensuring the brigade complies with all relevant operational instructions, policies or guidelines issued by the National Commander of the NZFS.
 - (h) Protecting the health and safety of members while on duty and maintaining an environment that allows and encourages safe work practices.

- (i) Encouraging continuous improvement in the quality and effectiveness of all aspects of the group's work.
- (j) Any other matters set out in the Rules.

Personal Records

3.1 The employer will maintain a personal record for each member containing the:

- (i) name of the member;
- (ii) occupation of the member;
- (iii) place and date of birth of the member;
- (iv) details of the member's next of kin;
- (v) date of the member's enrolment and discharge from the group;
- (vi) training, competencies and courses completed by the member;
- (vii) awards received by the member;
- (viii) issues of uniforms, protective clothing and personal equipment to the member;
- (ix) copies of decontamination records and any other medical certificates relevant to the member's duties.

4. Membership

4.1 The group has the following members:

Operational members: 20

Non-operational members: 0

4.2 The employer will, in its discretion, provide reasonably sufficient resources (including material and human resources as well as intangibles) to the group to enable it to maintain its effectiveness.

5. Uniforms and Personal Protection

5.1 The employer will supply uniforms, protective clothing and personal protective equipment to the members. The protective clothing and personal protective equipment will be appropriate to the risks that exist on the premises to ensure the safety of the members when carrying out their duties, and, for structural firefighting, will comply

with the NZFS operational requirements for structural protective clothing (Level 2).

- 5.2 The protective clothing and personal protective equipment of Level 2, Level 3 and Level 4 are the property of the owner and are to be returned by the member to the employer when no longer required or when requested by the employer.
- 5.3 Uniforms may be similar to the NZFS uniforms except that the NZFS badge may be used only if:
- (a) the Crown emblem is removed;
 - (b) the phrase "New Zealand Fire Service" is replaced with the name of the brigade; and
 - (c) the National Commander of the NZFS approves the use of the badge as altered under (a) and (b) of this paragraph.

6. Brigade Appliances

- 6.1 The owner will supply the group with any fire appliances (suitably equipped) required to protect the premises.
- 6.2 Each appliance will display the name of the fire brigade in bold writing along the side of the appliance.

7. General

- 7.1 The NZFS Manual of Operations will be used as a guide by the group in carrying out its functions, powers and duties.
- 7.2 These Conditions of Service may be varied at any time, in writing, by the owner after consultation with the employer.

SIGN-OFF

Carter Holt Harvey Pulp & Paper Limited agrees to organise and maintain the group known as the Kinleith Fire Brigade on the terms and conditions set out in the above Rules and Conditions of Service and appoints Alan Mycroft as the principal officer for the group.

**Authorised Signatory
on behalf of the
Owner:**

9(2)a

Manager – Environment, Health Safety and Risk

On behalf of the Kinleith Fire Brigade, I, Alan Mycroft, principal officer, agree to the Rules and Conditions of Service set out in this document.

**Authorised Signatory
on behalf of the
Brigade:**

9(2)a

Date of Signing: 18 February 2008

NEW ZEALAND FIRE SERVICE COMMISSION

CO-ORDINATION AGREEMENT

Administered for the Commission by



OWNER	Christchurch International Airport Limited
PREMISES	Christchurch International Airport
INDUSTRIAL BRIGADE	Christchurch Airport Fire Service
FIRE REGION	Transalpine Fire Region
DATE OF AGREEMENT	18/02/2009

<p>OWNER'S DETAILS</p>	<p>Full Name: Christchurch International Airport Limited Full postal address: P O Box 14-001, Christchurch Phone: (03) 358 5029 Fax: (03) 353 7730 Main contact person: 9(2)a E-mail: reception@cial.co.nz</p>	
<p>BRIGADE DETAILS</p>	<p>Full name: Christchurch Airport Fire Service Full postal address: P O Box 14-001, Christchurch Phone: (03) 353 7700 Fax: (03) 353 7707 Number of members: 37 Operational: 37 Non-operational: 0</p>	
	<p>PRINCIPAL OFFICER</p> <p>Name: 9(2)a Title: Chief Fire Officer Postal address: (as above) Phone: 9(2)a Mobile: 9(2)a Fax: (03) 353 7707 E-mail address: 9(2)a</p>	
<p>NZFS DETAILS</p>	<p>FIRE REGION</p>	<p>FIRE REGION MANAGER</p>
	<p>Name: Transalpine Full postal address: P O Box 13 - 747, Christchurch Phone: (03) 371 3600 Fax: (03) 371 3638</p>	<p>Name: 9(2)a Phone: 9(2)a Mobile: 9(2)a Fax: (03) 371 3638 Email: 9(2)a</p>
<p>DESCRIPTION OF PREMISES TO WHICH THIS AGREEMENT APPLIES</p>	<p>As set out in Appendix 1.</p>	

AGREEMENT

For the purposes of sections 17P, and 36(3) of the Fire Service Act 1975, the following provisions apply between the New Zealand Fire Service Commission and the National Commander (NZFS) and Christchurch International Airport Limited (the Owner). If any other provision is to apply or prevail it must be agreed in writing in a Variation Form and be attached to this document.

NZFS OBLIGATIONS AND RIGHTS

1. **Registration:** The Commission will, on the satisfactory application from the Owner, register the Christchurch Airport Fire Service (the Brigade) as an industrial fire brigade under section 36(7) of the Fire Service Act 1975;
2. **Attendance:** A NZFS brigade may, notwithstanding the registration of the Brigade, respond to any alarm of fire or other emergency at the Premises under section 28 of the Fire Service Act 1975;
3. **Co-ordinate activities:** NZFS will, through the Area Manager of the Christchurch Metro Fire Area, co-ordinate the activities of the Brigade and any NZFS brigade in the event of a fire or other emergency on the Premises. NZFS recognises that the Brigade has obligations under the Civil Aviation Act 1990 and control of Brigade resources involved in an emergency involving an aircraft on the Premises shall remain under the control of the Owner.
4. **Co-ordination Scheme:** The National Commander may, with the agreement of the Owner, include the Brigade in any other co-ordination scheme established under section 17P(1) of the Fire Service Act 1975;
5. **Revoke registration:** The Commission may revoke the registration of the Brigade following the procedure in section 36(8) of the Fire Service Act 1975;
6. **Equipment etc:** NZFS will provide the Owner the equipment and other resources listed at Appendix 4;
7. **Operational Audit:** The National Commander will, at regular intervals to be determined by the National Commander, conduct operational readiness audits of the Brigade. The manner and content of the audits will be the same as the manner and content of the audits carried out for NZFS brigades, with any necessary modifications;
8. **Access to NZFS facilities:** NZFS will provide the Brigade access to its Information Technology (I.T.) network, and its land mobile radio (LMR) network, for the purposes of fire reporting, incident co-ordination and to otherwise meet the requirements of this Agreement.

OWNER'S OBLIGATIONS AND RIGHTS

The Owner:

9. **Protection of Premises:** will organise and maintain the Brigade to protect the Premises from fire and other emergencies, including to protect lives in danger in the event of an emergency involving any aircraft on the Premises.
10. **Notify Fire Service:** will ensure that the Principal Officer of the Brigade, or the person for the time being in charge of the Brigade, notifies the NZFS of any incident on the Premises as soon as is reasonably possible;
11. **Unified Command:** will, where any NZFS brigade responds to any incident on the Premises, except in the case of an emergency involving any aircraft on the Premises, place all the resources of the Brigade under the control of the OIC Fire for the duration of the event.
12. **Protection of Essential Resources:** may, where certain resources of the Brigade are essential to the protection of the Premises, refuse to use any of those resources outside the Premises for the purposes of any co-ordination scheme established under section 17P of the Fire Service Act 1975. Resources affected by this paragraph include, but are not limited to, those listed in Appendix 5;
13. **Compliance with Code of Practice:** will comply with the standards in the New Zealand Fire Service Fire Fighting Water Supplies Code of Practice published under section 30(3) of the Fire Service Act 1975.
14. **Evacuation Scheme and Procedure:** will put in place, or have approved (as the case may be), an Evacuation Scheme as required by the Fire Service Act 1975 or an Evacuation Procedure as required by regulation 6 of the Fire Safety and Evacuation of Buildings Regulations 2006 (the Regulations). The Owner will ensure that the scheme or procedure is maintained in accordance with the Fire Service Act 1975 and/or the Regulations;
15. **Performance Standards:** will ensure that the members of the Brigade comply with the Rules and Conditions of Service listed at Appendix 2. The Owner will also ensure good conduct, discipline and efficiency by the Brigade in the performance of its duties;
16. **Efficiency of Brigade:** will ensure that the Brigade continues to be reasonably efficient as to staffing, equipment and training to operate as an industrial fire brigade and meet the requirements for protection of the Premises;
17. **Appliances:** will not display on any appliance any words, symbols etc that resemble or imply the appliances belong to the NZFS.
18. **Access for NZFS personnel:** agrees that NZFS may enter any part of the Premises at any time between the hours of 8:30am and 5pm on any day that the Premises are open for business for the purpose of inspecting the Premises under section 29 of the Fire Service Act 1975 and provided that NZFS gives the Owner 24 hours notice of any inspection;
19. **Operational Audit:** will co-operate with the National Commander in carrying out any operational readiness audit of the Brigade as required by the National Commander. In particular, the Owner will give the National Commander

access, by arrangement, to the Premises, equipment (including appliances), personnel and records of the Brigade for the purposes of the audit;

JOINT OBLIGATIONS AND RIGHTS

20. **Joint Training and Exercises:** The parties will carry out joint training with at least one exercise held on the Premises each year (over and above the Joint Airport Exercise).

GENERAL

21. **Term of Agreement:** This Agreement continues in force from the date it is signed by the parties until either:
- (a) the Brigade's registration is revoked; or
 - (b) one party terminates the Agreement by giving the other party not less than 3 months' notice in writing of the date of termination.
22. **Relationship:** No partnership, joint venture, principal-agent, or employer-employee relationship exists between NZFS and the Owner.
23. **Governing law:** New Zealand law governs. New Zealand courts have non-exclusive jurisdiction.
24. **Entire agreement:** This document (including any amendments attached to it) records the entire agreement concerning its subject.
25. **Force Majeure:** Neither party will be liable to the other for any failure or delay in the performance of this Agreement due to any circumstances reasonably beyond the control of the affected party.
26. **Fire Service Act not affected:** Unless expressly stated otherwise, the provisions of this Agreement will be read subject to the provisions of the Fire Service Act 1975.
27. **Dispute Resolution:** If any dispute arises between parties about this Agreement, which is not able to be resolved by the parties within 30 days of the dispute arising, that dispute will be submitted to arbitration. The arbitration will be carried out in accordance with the Arbitration Act 1996.
32. **Interpretation:** Unless specifically otherwise stated:
- (a) "Conditions of Service" means the Owner's conditions of service for the members of the Brigade attached at Appendix 2;
 - (b) "Rules" means the Owner's written rules or regulations for the members of the Brigade attached at Appendix 2;
 - (c) words defined in the Fire Service Act 1975 have the meanings so defined;
 - (d) "including" and similar words do not imply any limitation;
 - (e) "Variation Form" means a document in the form set out in Appendix 3;
 - [f] headings are to be ignored;
 - (g) references to a party or a person includes any form of entity and its respective successors, assigns and representatives;
 - (h) if any provision of this Agreement is inconsistent with the Rules or Conditions of Service, the provisions of this Agreement will prevail; and

(i) time is of the essence.

SIGNATURES OF AGREEMENT AUTHORITY

9(2)a

For the Commission:

Signature
9(2)a

Name
10/2/05

Date

For the National Commander:

9(2)a

Signature
9(2)a

Name
10/2/2009

Date

For the Owner:

9(2)a

Signature
9(2)a

Name
9/2/09

Date

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982

Appendix 1. The premises is the area within the boundary delineated by yellow on the attached map. The premises includes the buildings listed.

Map ref	Structure use	Building name/Tenant	Address	Structure size	Exterior cladding	Roof	Other
38	Dwellinghouse	Dwelling house	682 Pound Rd	10m x 12m	Weatherboard	Iron	
18	Club rooms	Canterbury Aero Club	800 Pound Rd	43m x 10m	Concrete slab	Steel	2 levels
16	Aircraft hangar	Canterbury Aero Club	800 Pound Rd	27m x 44m	Concrete slab	Steel	
17	Aircraft hangar/wkshop	Canterbury Aero Club	800 Pound Rd	44m x 28m	Concrete slab	Steel	
1 to 5	Aircraft hangar (x5)	Private	800 Pound Rd	12m x 17m	Iron	Iron	
6	Aircraft hangar	Private	800 Pound Rd	17m x 17m	Iron	Iron	
21	Aircraft hangar	Pacific Jets	800 Pound Rd	16m x 17m	Steel	Steel	
14	Aircraft hangar	The Heli Centre	800 Pound Rd	17m x 22m	Steel	Steel	
10, 11	Aircraft hangar (x2)	Sky Sales Aviation	800 Pound Rd	15m x 18m	Steel	Steel	
9	Office/admin	Canterbury Aviation	800 Pound Rd	14m x 6m	Hardie plank	Steel	
12	Office/admin	Sky Sales Aviation	800 Pound Rd	17m x 19m	Steel/Hardie plank	Steel	
13	Office/admin	HeliPro/Fliteline Svce/Pacific Jets	800 Pound Rd	42m x 11m	Iron	Steel	
15	Office/hangar/wkshop	Heli Maintenance	800 Pound Rd	18m x 18m	Steel	Steel	
7	Workshop	Allison Avionics	800 Pound Rd	11m x 7m	Weatherboard	Iron	
8	Radio building	Allison Avionics	800 Pound Rd	3m x 3m	Steel	Steel	
19	General storage	CIAL	Airfield off Pound Rd	8m x 4m	Concrete slab	Iron	
22	General storage	Old radar building	Airfield off Pound Rd	26m x 5m	Concrete slab	Bitumen	
30	Aircraft hangar	Flying Doctor Service	Airfield off Grays Rd	18m x 30m	Steel	Iron	
31	Aircraft hangar	Scenic Circle Hotels	Airfield off Grays Rd	17m x 12m	Steel	Iron	
32	Aircraft hangar	Private	Airfield off Grays Rd	60m x 9m	Concrete/Steel	Iron	
33	Aircraft hangar	Private	Airfield off Grays Rd	60m x 9m	Concrete/Steel	Iron	5 x cells
34	Navigational aid	20 Localiser building	Airfield southern end	5m x 7m	Concrete slab	Bitumen	
24	Navigational aid	20 Glidepath building	Airfield off Pound Rd	5m x 7m	Concrete slab	Bitumen	
26	Navigational aid	02 Localiser building	Airfield near Harewood Rd	5m x 7m	Concrete slab	Bitumen	
35	Navigational aid	02 Glidepath building	Airfield off Pound Rd	5m x 7m	Concrete slab	Bitumen	
25	Navigational aid	Old 02 Localiser building	Airfield off McLeans Is. Rd	5m x 7m	Concrete slab	Bitumen	
37	Navigational aid	Primary radar building	Airfield off Pound Rd	11m x 5m	Concrete block	Iron	
20	Power generation	Power Centre 2	Airfield off Pound Rd	30m x 11m	Concrete slab	Steel	
36	Power generation	Power Centre 3	Airfield off Pound Rd	7m x 9m	Concrete slab	Steel	
23	Power generation	Power Centre 4	Airfield off Jessons Rd	7m x 9m	Concrete slab	Steel	
27	Terminal building	Remote terminal	Airfield near main terminal	25m x 20m	Metal	Iron	
29	Fire Station	Airport Fire Service	Cnr Avonhead/Grays Rd	68m x 19m	Concrete block	Iron	
28	General storage	Airport Fire Service store	Cnr Avonhead/Grays Rd	4m x 11m	Concrete block	Iron	

RULES AND CONDITIONS OF SERVICE

for the

**CHRISTCHURCH INTERNATIONAL
AIRPORT LIMITED INDUSTRIAL FIRE
BRIGADE**

OWNER'S DETAILS	<p>Full name: Christchurch International Airport Limited</p> <p>Postal address: PO Box 14-001, Christchurch</p> <p>Phone number: (03) 353 5029</p> <p>Facsimile number: (03) 353 7730</p> <p>E-mail address: reception@cial.co.nz</p> <p>Main contact person: 9(2)a</p>
BRIGADE'S DETAILS	<p>Name: Christchurch Airport Fire Service</p> <p>Postal address: (as above)</p> <p>Phone number: 9(2)a</p> <p>Facsimile number: 9(2)a</p> <p>E-mail address: 9(2)a</p> <p>Principal Officer: 9(2)a Chief Fire Officer</p>

Definitions

In this document, unless the context otherwise requires, -

“**Act**” means the Fire Service Act 1975;

“**Group**” means the group of employees of the owner organised under this document to be an industrial fire brigade;

“**Commission**” means the New Zealand Fire Service Commission;

“**Conditions of Service**” means the conditions of service set out by the owner in this document;

“**Co-ordination Agreement**” means an agreement entered into between the Commission and the Owner, under section 36(3) of the Act;

“**Co-ordination Scheme**” means a scheme agreed to between the National Commander and the Owner under section 17P of the Act;

“**CAA**” means the Civil Aviation Authority of New Zealand;

“**ICAO**” means the International Civil Aviation Organisation;

“**Employment Contracts**” means the Employment Contracts (collective and individual) for fire fighters between the Owner and its employees;

“**Employer**” means Christchurch International Airport Ltd;

“**Industrial Fire Brigade**” means a fire brigade organised by the owner or occupier of any commercial or industrial premises and registered under section 36 of the Act;

“**LTSA**” means the Land Transport Safety Authority;

“**Member**” means a member of the group enrolled under the rules;

“**Non-operational member**” means a member whose duties do not include operational firefighting;

“**NZFS**” means the New Zealand Fire Service;

“Operational member” means a member whose primary duties are operational fire fighting;

“Owner” means Christchurch International Airport Limited;

“Premises” means the premises owned/occupied by Christchurch International Airport Limited. A map delineating the premises is attached as Appendix 1;

“Principal Officer” means a member appointed by the owner to fulfill the obligations of the Chief Fire Officer;

“Operations Manual” means the Airport Fire Service Operations Manual;

“Rules” means the rules and regulations of the group set out by the group in this document.

Words defined in the Act have the meanings so defined.

Words defined in the singular include the plural and vice versa.

Purposes

The owner wishes to organise a group of people as an industrial fire brigade for the following purposes:

- To achieve speedy attendance by the group (with the necessary equipment) to any alarm of fire at the premises and for the group to endeavour, by all practicable means, to extinguish and prevent the spread of the fire (if any) and to save lives and property in danger.
- To maintain good conduct, discipline and efficiency amongst the group.
- For the group to become reasonably efficient as to staffing, equipment and training to operate as an industrial fire brigade and meet the requirements for protection of the premises.
- To enable the group to use its skills and resources to assist at other, non-fire, emergencies at the premises.
- For the group to become registered with the Commission as an industrial fire brigade under section 36 of the Fire Service Act 1975.

RULES OF THE GROUP

1. Membership

- 1.1 The members of the group are the employees of Christchurch International Airport Ltd who are employed full-time as Firefighters under the Employment Contracts.
- 1.2 All members of the group must meet physical fitness requirements established by, and meet medical requirements prescribed by, the owner as set out in the Operations Manual.

Probationary Period

- 1.3 The probationary period provided for in the Operations Manual (12 months) applies to all new members of the group.

Resignation

- 1.4 Any employee, who is a member of the group, may resign from the group by giving four (4) weeks notice to the Principal Officer and terminating their employment under his or her Employment Contract.

Provisions in the absence of Principal Officer

- 1.5 If the Principal Officer is absent for any reason, the owner may appoint another member as Acting Principal Officer.
- The Acting Principal Officer has all the function powers and duties of the Principal Officer under the Act, Conditions of Service, Co-ordination Agreement and Rules.

Officers

- 1.6 Officers will be appointed by the owner as required and in accordance with the provisions of the Employment Contracts.

Operational Members

- 1.7 Operational members must:
- (a) Maintain a standard of physical competency necessary to perform duties associated with their position. Members may be required to undertake regular medical examinations in order to monitor abilities.
 - (b) Respond to all alarms as directed by the Principal Officer.
 - (c) Attend all group events, including training and meetings unless granted leave from such events by the Principal Officer.
 - (d) Advise the Principal Officer, in advance where practicable, of any unavailability to attend work or other group events.

2. Brigade Meetings

Regular Meetings

- 2.1 The group operates as a full time industrial fire brigade. Meetings of the group will be held as required to maintain the efficiency of the group.

3. Discipline of Members

- 3.1 The owner has adopted and issued a comprehensive Exposition to meet C.A.A. requirements for aerodrome certification. Members are required to meet the relevant standards set out in this Exposition.

Standards of Conduct

- 3.2 The group and the owner may from time to time prescribe agreed standards of conduct that are to apply to members. If the group and the owner cannot agree on the standards of conduct, the standards of conduct will be prescribed by the owner. The standards of conduct are prescribed by giving a copy of them to each member. New members must be given a copy of the standards of conduct on commencement of their probationary employment period.

Misconduct

3.3 Any member who breaches the standards of conduct prescribed under rule 3.1 or 3.2 is liable to disciplinary proceedings for misconduct.

Unsatisfactory Performance

3.4 Any member who fails to perform the duties assigned to them, to specified standards, is liable to disciplinary proceedings for poor performance.

Disciplinary Proceedings

3.5 Disciplinary proceedings for misconduct or poor performance will be carried out as provided in the Employment Contracts.

4. Rule Variations

4.1 These Rules may be altered, revoked or suspended only by the owner in consultation with the members.

Agreement Variation Form			
Name of Owner			
Premises to which agreement relates			
Date of agreement		Effective date of variation	
DETAILS OF VARIATION			

	For the Commission	For the Owner
SIGNATURES OF AGREEMENT AUTHORITIES	<hr style="border: 0.5px solid black;"/> (Signatures)	<hr style="border: 0.5px solid black;"/> (Signatures)
	Name: Position:	Name: Position:
	Date:	Date:
Once completed, attach this form to the original agreement to keep records up to date.		

Resources provided by NZFS

Nil

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Essential Resources of the Owner

Those required to meet the aerodrome category as determined by the International Civil Aviation Organisation and adopted by the NZ Civil Aviation Authority:

A minimum of 3 fire appliances and ancillary equipment, with a total water capacity of 24,300 litres and discharge rate of 9,000 litres per minute, staffed by seven fire fighting staff capable of meeting a response time of 3 minutes or less to the furthest point of the airfield.

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NEW ZEALAND FIRE SERVICE COMMISSION

CO-ORDINATION AGREEMENT

Administered for the Commission by



OWNER	New Zealand Steel Ltd
PREMISES	Glenbrook Steel Mill
INDUSTRIAL BRIGADE	Glenbrook Steel Mill Industrial Fire Brigade
FIRE REGION AND AREA	Auckland Fire Region and Counties Manukau Fire Area
DATE OF AGREEMENT	May 2009

OWNER'S DETAILS	Full Name: New Zealand Steel Ltd Full postal address: Private Bag 92121 , Auckland Phone: 09 375 8111 Fax: E-mail: 9(2)a [redacted] r@bluescopesteel.com Main contact person: 9(2)a [redacted] , Occupational Health and Safety Manager	
BRIGADE DETAILS	Full name: Glenbrook Steel Mill Industrial Fire Brigade Full postal address: Private Bag 92121, Auckland Phone: 09 3758111 Ext 8614 Fax: E-mail address: 9(2)a [redacted] @bluescopesteel.com Number of members: Approx 45 <ul style="list-style-type: none"> • Operational: 30 • Non-operational: 15 	
	PRINCIPAL OFFICER Name: 9(2)a [redacted] Title: Acting Site Emergency Services Manager Postal address: Private Bag 92121, Auckland Phone: 9(2)a [redacted] Mobile: 9(2)a [redacted] Fax: E-mail address: 9(2)a [redacted] t@bluescopesteel.com	
NZFS DETAILS	FIRE REGION	AREA MANAGER/ CHIEF FIRE OFFICER
	Name: Auckland Full postal address: PO Box 68-444 Newton Phone: (09) 302 5106 Fax: (09) 3023 5130	Name: 9(2)a [redacted] Phone: 9(2)a [redacted] Mobile: 9(2)a [redacted] Fax: 9(2)a [redacted] Email: 9(2)a [redacted] @fire.org.nz
DESCRIPTION OF PREMISES TO WHICH THIS AGREEMENT APPLIES	<i>As set out in Appendix 1 and described in this agreement as "the Premises".</i>	

GENERAL PROVISIONS

For the purposes of sections 17P(2)(b) and 36(3) of the Fire Service Act 1975, the following provisions apply between the New Zealand Fire Service Commission (**the Commission**), the National Commander (**National Commander**) and New Zealand Steel Ltd (**the Owner**). If any other provision is to apply or prevail it must be agreed to in writing in a Variation Form and be attached to this document.

OBLIGATIONS/RIGHTS OF THE COMMISSION AND THE NATIONAL COMMANDER

1. **Registration:** The Commission will, on the receipt of a satisfactory application from the Owner, register the Glenbrook Steel Mill Industrial Fire Brigade (**the Brigade**) as an industrial fire brigade under section 36(7) of the Fire Service Act 1975.
2. **Attendance:** A New Zealand Fire Service (**NZFS**) brigade may, notwithstanding the registration of the Brigade, respond to any alarm of fire or other emergency at the Premises in accordance with section 28A of the Fire Service Act 1975.
3. **Co-ordinate activities:** NZFS will, through the Area Manager of the Counties Manukau Fire Area, co-ordinate the activities of the Brigade and any NZFS brigade in the event of a fire on the Premises.
4. **Co-ordination scheme:** The National Commander may, with the agreement of the Owner, include the Brigade in any co-ordination scheme established under section 17P (1) of the Fire Service Act 1975.
5. **Revoke registration:** The Commission may revoke the registration of the Brigade following the procedure in section 36(8) of the Fire Service Act 1975.
6. **Equipment etc:** NZFS will provide the Owner with the equipment and other resources stated in Appendix 2.
7. **Operational Audit:** The National Commander will, at regular intervals to be determined by the National Commander, conduct operational readiness audits of the Brigade. The manner and content of the audits will be the same as the manner and content of the audits carried out for NZFS brigades, with any necessary modifications.
8. **Access to NZFS facilities:** NZFS will provide the Brigade access to its Information Technology network and its land mobile radio network for the purposes of fire reporting, incident co-ordination and to otherwise meet the requirements of this agreement.

OBLIGATIONS/RIGHTS OF THE OWNER

The Owner:

1. **Protection of Premises:** will organise and maintain the Brigade for the primary purpose of protecting the Premises from fire.
2. **Notify Fire Service:** will ensure that the Principal Officer of the Brigade or the person for the time being in charge of the Brigade notifies the NZFS of any incident at the Premises as soon as is reasonably possible.
3. **Unified Command:** will, where any NZFS brigade responds to any incident on the Premises, place all the resources of the Brigade under the control of the Officer in Charge of the NZFS brigade for the duration of the incident.

4. **Protection of Essential Resources:** may, where certain resources of the Brigade are essential to the protection of the Premises, refuse to use any of those resources outside the Premises for the purposes of a co-ordination scheme established under s 17P of the Fire Service Act 1975. Resources affected by this paragraph include, but are not limited to, those listed in Appendix 3.
5. **Compliance with Code of Practice:** will comply with the standards in the Code of Practice for Fire Fighting Water Supplies published under section 30(3) of the Fire Service Act 1975; NZS has been advised to disregard this clause – refer Larry Cocker 24/4/09
6. **Evacuation scheme/procedure:** will put in place or have approved (as the case may be) an evacuation procedure or an evacuation scheme as required by section 21A of the Fire Service Act 1975 or regulation 6 of the Fire Safety and Evacuation of Buildings Regulations 2006 (**Regulations**). The Owner will ensure that the procedure or scheme is maintained in accordance with the Fire Service Act 1975 and the Regulations.
7. **Performance Standards:** will ensure that the Members of the Brigade comply with Conditions of Service and the Brigade Rules attached at Appendix 4. The Owner will also use all reasonable endeavours to ensure good conduct, discipline and efficiency by the Brigade in the performance of its duties.
8. **Efficiency of Brigade:** will ensure that the Brigade continues to be reasonably efficient as to staffing, equipment and training with a view to operating as an Industrial Fire Brigade; and meeting the requirements for protection of the Premises. Key equipment of the Owner for that purpose is listed in Appendix 5.
9. **Return equipment etc:** will return all equipment, uniforms and other resources supplied by NZFS to NZFS on termination of this agreement or when reasonably required to do so by NZFS.
10. **Appliances:** will not display on any appliance any words, symbols or other matters that resemble or imply that the appliances belong to the NZFS other than the name of the Brigade unless the display is approved by the National Commander.
11. **Access for NZFS personnel:** agrees that NZFS personnel may enter any part of the Premises at any time between the hours of 8:30am and 5pm on any day that the Premises are open for business for the purpose of inspecting the Premises under section 29 of the Fire Service Act 1975 provided that NZFS will give at least 24 hours notice of any inspection to the OHS Manager and will observe all safety requirements and other standard procedures advised by the Owner in connection with that inspection.
12. **Operational Audit:** will cooperate with the National Commander in carrying out any operational readiness audit of the Brigade as required by the National Commander. In particular, the Owner will give the National Commander access by arrangement to the Premises, equipment (including appliances), personnel and records of the Brigade for the purposes of the audit.

GENERAL

1. **Term of agreement:** This agreement continues in force from the date it is signed by both parties until either:
 - (a) The Brigade's registration is revoked; or
 - (b) Any party terminates the agreement by giving the other party not less than 3 months notice in writing of the date of termination.
2. **Relationship:** No partnership, joint venture, principal/agent, employer/employee relationship exists between the Commission and the Owner or the National Commander and the Owner.
3. **Governing law:** New Zealand law governs. New Zealand courts have non-exclusive jurisdiction.
4. **Entire agreement:** This document (including any Variation Form) records the entire agreement concerning its subject.
5. **Force Majeure:** Neither party will be liable to the other for any failure or delay in the performance of this agreement due to any circumstances reasonably beyond the control of the affected party.
6. **Fire Service Act not affected:** Unless expressly stated otherwise, the provisions of this agreement will be read subject to the provisions of the Fire Service Act 1975.
7. **Dispute Resolution:** If any dispute arises between parties in relation to this Agreement, which is not able to be resolved by the parties within 30 days of the dispute arising, that dispute will be submitted to arbitration. The arbitration will be carried out in accordance with the Arbitration Act 1996.
8. **Interpretation:** Unless specifically otherwise stated:
 - (a) **Conditions of Service** means the Owner's conditions of service for the Members of the Brigade attached in Appendix 4;
 - (b) **Rules** means the rules or regulations of the Brigade attached in Appendix 4;
 - (c) Words defined in the Fire Service Act 1975 have the meanings so defined; Words defined in Appendix 4 have the same meaning in this Agreement;
 - (d) 'Including' and similar words do not imply any limitation;
 - (e) Variation Form means a document in the form, as in Appendix 6.
 - (f) Headings are to be ignored;
 - (g) References to a party or a person includes any form of entity and their respective successors, assigns and representatives;
 - (h) If any provision of this agreement is inconsistent with the Rules or Conditions of Service, the provisions of this agreement will prevail; and
 - (i) Time is of the essence.

SIGNATURES OF AGREEMENT AUTHORITIES

For the Commission:

Signature

Name

Date

For the National Commander:

Signature

Name

Date

For the Owner:

Signature

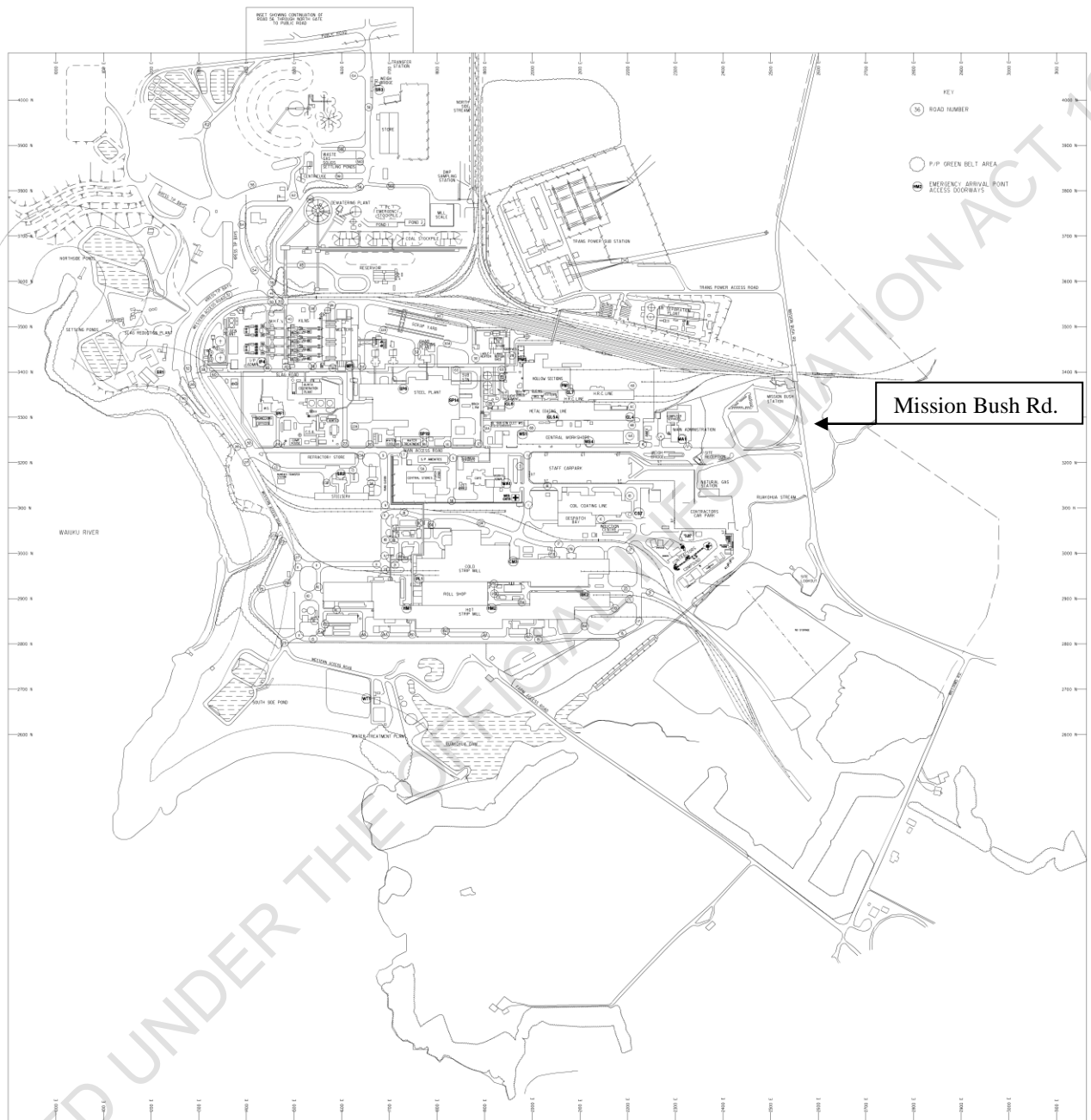
Name

Date

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APPENDICES

Appendix 1 - Map indicating the main operational site of New Zealand Steel Ltd at Mission Bush Road, Glenbrook.



Appendix 2

NZFS Obligations /Rights – Clause 6 NZFS equipment provided to the Owner.

There is no NZFS owned equipment provided to or retained by the Owner.

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Appendix 3

Owners Obligations /Rights – Clause 4 Protection of Essential Resources:

The Owner may, where certain resources of the Brigade are, in the Owner's sole opinion, essential to the protection of the Premises, refuse to use any of those resources outside the Premises for the purposes of a co-ordination scheme established under s 17P of the Fire Service Act 1975.

The Owner operates on a 24 hour 7 day a week basis and requires the Brigade, including its human and material resources, to remain on the Premises to enable response in the event of an emergency. The Owner therefore will normally refuse to use any of its resources outside the Premises for the purpose of a co-ordination scheme.

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Appendix 4



**RULES AND
CONDITIONS OF SERVICE
FOR
GLENBROOK STEEL MILL
INDUSTRIAL FIRE BRIGADE**

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982

OWNER'S DETAILS	<p>Full name: New Zealand Steel Ltd</p> <p>Postal address: Private Bag 92121 Auckland</p> <p>Phone number: 09 375 8111</p> <p>Facsimile number:</p> <p>E-mail address: 9(2)a [REDACTED]@bluesscopesteel.com</p> <p>Main contact person: 9(2)a [REDACTED] Occupational Health and Safety Manager</p>
BRIGADE'S DETAILS	<p>Name: Glenbrook Steel Mill Industrial Fire Brigade</p> <p>Postal address: Private Bag 92121</p> <p>Phone number: 09 375 8111 (ext 8964)</p> <p>Mobile number: 027563 5487</p> <p>E-mail address: 9(2)a [REDACTED]t@bluesscopesteel.com</p> <p>Principal Officer: 9(2)a [REDACTED]</p>

Section 36(2) of the Fire Service Act 1975 requires the owner of an industrial fire brigade to set out conditions of service for the brigade. The conditions form part of the rules or regulations of the industrial fire brigade.

Definitions - In this document, unless the context otherwise requires, -

Act means the Fire Service Act 1975.

Brigade means the group of people organised under this document to be an Industrial Fire Brigade.

Commission means the New Zealand Fire Service Commission.

Conditions of Service means the conditions of service set out by the Owner in this document.

Co-ordination Agreement means an agreement entered into between the Commission and NZS under section 36(3) of the Act.

Industrial Fire Brigade means a fire brigade organised by the owner or occupier of any commercial or industrial premises and registered under section 36 of the Act.

Incident Controller is the person or persons authorised by NZS to assume command and control of all internal emergency calls until external resources may arrive at the site and assume that responsibility.

Member means a member of the Brigade enrolled under the Rules.

Non-operational member means a Member whose duties do not include operational firefighting.

NZFS means the New Zealand Fire Service.

OHS Manager means the Occupational Health and Safety Manager who is the NZS Manager with overall responsibility for the SES contract and the Industrial Brigade.

Operational member means a Member whose primary duties involve operational fire fighting.

Owner means New Zealand Steel Ltd (**NZS**).

Premises means the premises owned by New Zealand Steel Ltd located at Mission Bush Road, Glenbrook. A map delineating the Premises is attached as Appendix 1 of the Co-ordination Agreement.

Rules means the rules and regulations of the Brigade set out by the group in this document.

Site Emergency Services Manager (SES Manager) is a full time position contracted to NZS to fulfil a service agreement dedicated to the function of Emergency Preparedness and Response. The SES Manager leads a team of SES Officers who are rostered on a one per shift 24*7 basis. The SES Manager is the Principal Officer for the Brigade.

Site Emergency Services Officers (SES Officers) is a contracted team, trained in emergency preparedness and response, fulfilling the service agreement with NZS. Each SES Officer is either an Operational or Non-operational member of the Brigade. The SES Officers deputize for the Principal Officer in their absence.

Words defined in the Act have the meanings so defined.

Words defined in the singular include the plural and vice versa.

Purposes

NZS wishes to organise a group of people as an Industrial Fire Brigade for the following purposes:

- To achieve speedy attendance by the Brigade (with the necessary equipment) to any alarm of fire at the Premises and for the Brigade to endeavour, by all practicable means, to extinguish and prevent the spread of the fire (if any) and to save lives and property in danger.
- To maintain good conduct, discipline and efficiency amongst the Brigade.
- For the Brigade to become reasonably efficient as to staffing, equipment and training with a view to operating as an Industrial Fire Brigade; and meeting the requirements for protection of the Premises.
- To enable the Brigade to use its skills and resources to assist at other, non-fire, emergencies at the Premises.
- For the Brigade to become registered with the Commission as an Industrial Fire Brigade under section 36 of the Fire Service Act 1975.

RULES OF THE BRIGADE

1. Brigade Meetings

- 1.1 Brigade team meetings will be held at least 3 times per year with one of those meetings, in June, being the Annual General Meeting. The agenda of meetings will be set by the Principal Officer with input from the Members and NZS staff.
- 1.2 Given the logistical complexity of more than 30 Brigade Members on a wide variety of shift patterns and day rosters there will be 2 or 3 separate meetings held within 7 days of each other to provide a fair opportunity for all Members to attend.
- 1.3 Additional special meetings may be approved by the OHS manager at the request of the Principal Officer or Members.
- 1.4 The Principal Officer or person delegated by the Principal Officer will chair each meeting.
- 1.5 Proposals and actions arising from meetings will be assigned with a due date to a responsible person.
- 1.6 Where proposals or actions require consultation with Members, at least two Members will be asked to participate in that action item.
- 1.7 Minutes and action lists from each meeting will be combined into one master list which will be updated monthly by the Principal Officer and made available to all Members.
- 1.8 Before implementation of the same, approval of the OHS Manager (on behalf of the Owner) is required for all actions and proposals arising from a meeting of the Brigade.

2. Membership

Application for Membership

- 2.1 From time to time a permanent vacancy will occur in the Brigade for an Operational or Non-operational member. The OHS Manager will consider applications for Operational members in the following sequence:
- Current Non-operational members
 - New expressions of interest from an internal advertisement.
- 2.2 All applications require the individual's Manager's approval to join the Brigade or be transferred to operational status. Then, consideration will include:
- Availability to leave the work area at short notice on duty shifts to attend an incident.
 - Whether an individual's normal hours of work fit the current logistical balance for provision of 24*7 cover by the whole Brigade.
 - Medical certification specific to the Brigade issued by the NZS medical staff (no more than one month old).

Probationary Membership

- 2.3 If the OHS Manager approves an application for membership the applicant will be offered probationary membership to determine the applicant's suitability for membership of the Brigade, including successfully passing the initial training requirements.
- 2.4 Within 3 months of being accepted into probationary membership the Principal Officer will recommend to the OHS manager as to whether the applicant should be enrolled as a Member or declined.
- 2.5 The applicant will be advised of the decision by the OHS Manager.

Resignation

- 2.6 Any Member may resign from the Brigade by giving one month's notice in writing to the Principal Officer.

In the absence of Principal Officer

- 2.7 The appointed Principal Officer is the SES Manager. If he or she is absent for any reason the first delegation of authority is to an SES Officer who is present on site. The next delegation is to the OHS Manager or their designate. Any delegate is to be treated as if they are the Principal Officer; and in either case the Member has all the function, powers and duties of the Principal Officer under the Act, Conditions of Service, Co-ordination Agreement and Rules.
- 2.8 If the absence is due to a vacant Principal Officer position or the extended leave of the Principal Officer then the OHS manager will nominate a person to fill that role until an appointment is made.

Officers

- 2.9 The SES Officers who report to the SES Manager (**Principal Officer**) will, as part of their full time duties carry out coordination, maintenance and administration tasks

associated with the operation of the Brigade. The SES Officers are the first call Incident Controllers in any emergency call and will assess, escalate the incident and assume command and control until external services arrive, if they are required.

- 2.10 The SES Officers are responsible for carrying out duties assigned to them by the Principal Officer, within the scope of the SES contract with NZS.

Operational Members (may include some SES Officers)

- 2.11 Operational members must:

- Maintain a standard of physical competency necessary to perform duties associated with their position. Members may be required to undertake regular medical examinations in order to monitor abilities.
- Respond to all alarms as directed by the Principal Officer.
- Make best endeavours to attend meetings.
- Attend and complete the minimum standard of training, drills and exercises as established by the Principal Officer.
- Advise the Principal Officer, in advance where practicable, of any unavailability to respond to alarms or attend Brigade events.
- Not leave any incident or event without the approval of the officer in charge of the incident or event.

Non-operational Members (will include the SES Officers who are not Operational Members)

- 2.12 Non-operational members must:

- Promptly and diligently carry out the duties associated with their position in the Brigade, as directed by the Principal Officer.
- Make best endeavours to attend meetings
- Attend and complete the minimum standard of training, drills and exercises as established by the Principal Officer.
- Advise the Principal Officer, in advance where practicable, of any unavailability to attend or perform duties.

3. Performance Management – misconduct or poor performance

- 3.1 NZS has a well established performance management system. Managers are accountable for applying the performance management system with their team Members and, if necessary, will assign an investigation or review leader. As every Member remains under the authority of their manager at all times, performance issues will be investigated and resolved by that Manager. Performance issues with any contractor to the company will be managed by the responsible NZS Manager.
- 3.2 Any Member who breaches the standards of conduct or performance prescribed will be managed within the NZS performance management system. In the first instance misconduct or poor performance should be reported to the Principal Officer or the OHS Manager.
- 3.3 The performance management system includes an appropriate process for all levels of rule breaches or performance issues. In some cases outcomes may include temporary or permanent stand down from the Brigade. It is possible that employment performance issues unrelated to the Brigade could also result in consequences including stand down.

4. Disputes

- 4.1 NZS has a disputes management process which makes provision for internal resolution prior to referral to external mediation. The Employee Relations Manager is the Disputes Manager.

5. Standards of conduct

- 5.1 NZS may from time to time prescribe agreed standards of conduct that are to apply to Members. The standards of conduct are prescribed by giving a copy of them to each Member. New Members must be given a copy of the standards of conduct on commencement of their probationary membership or, if probationary membership is waived, on enrolment.

6. Rule Variations

- 6.1 Brigade Members may propose amendments to the Rules of the Brigade. The proposal can be made by:
- One or more of the Members submitting a written proposal to the Principal Officer.
 - Members submitting a resolution from a Brigade meeting to the Principal Officer.
- 6.2 The Principal Officer will communicate new proposals to NZS and brigade Members. A period for feedback and consultation will be provided. Any proposed rule alteration, revocation or suspension requires approval of the OHS Manager.
- 6.3 The Owner may amend the Rules of the Brigade at any time by giving not less than 10 working days notice of the amendment to the Brigade, having first consulted with the Brigade (either in writing or in such forum as the Owner considers appropriate) for a period of not less than 5 working days.

CONDITIONS OF SERVICE

1. Operation of Brigade as Industrial Fire Brigade

- 1.1 The Brigade will operate in accordance with the Rules and assist NZS by performing the functions of an Industrial Fire Brigade at the Premises. The Brigade and the Owner will work together to meet the purposes set out at the beginning of this document.

2. The Occupational Health and Safety Manager

- 2.1 The OHS Manager is the NZS Manager with overall responsibility for the Brigade.
- 2.2 The OHS Manager will authorise Brigade recruitment and termination and will authorise the funding and resources to enable the Principal Officer to carry out their duties.

3. Principal Officer

Appointment

- 3.1 The OHS Manager will appoint the SES Manager as Principal Officer and the SES Officers as deputies. Those persons may or may not be existing Members prior to their appointment.

Responsibilities of the Principal Officer

- 3.2 The Principal Officer is responsible to NZS for carrying out the functions, powers and duties of the Principal Officer set out in the Act and for the effective operational readiness and performance of the Brigade as an Industrial Fire Brigade.
- 3.3 Without limiting the functions referred to in paragraph 2.2, the Principal Officer is also responsible to NZS for:
- Providing a speedy response by the Brigade to any alarm of fire on the Premises and ensuring the Brigade endeavours, by all practicable means, to extinguish and prevent the spread of the fire (if any) and to save lives and property endangered by the fire.
 - The training and efficiency of the Members.
 - The care and maintenance of all appliances and equipment and ensuring that all appliances are re-commissioned immediately after use at a fire or drill.
 - Ensuring that an Activity Record is properly maintained and information about all activities (including incidents attended) is properly entered into the book.
 - Keeping communications records of all communications affecting the working of the Brigade. If necessary, a copy of communications will be posted for Members
 - Allotting such duties to Members as may be necessary, including ensuring that procedures are in place for the appointment of other Members of the Brigade not specified in the Conditions of Service.
 - Ensuring that the Brigade maintains a personal record for each Member containing the:
 - a) name of the Member;
 - b) occupation of the Member;
 - c) place and date of birth of the Member;
 - d) details of the Member's next of kin;
 - e) date of the Member's enrolment and discharge from the Brigade;
 - f) training, competencies and courses completed by the Member;
 - g) awards received by the Member;
 - h) issues of uniforms, protective clothing and personal equipment to the Member;
 - i) copies of decontamination records and any other medical certificates relevant to the Member's duties.
 - Ensuring that the Brigade's Rules are strictly observed and that any requirements of set out in the Conditions of Service and Co-ordination Agreement are carried out.
 - Ensuring the Brigade complies with all relevant operational instructions, policies or guidelines issued by the National Commander specific to industrial fire brigades.
 - Maintaining an environment that allows and encourages safe work practices.
 - Communicating with NZS on behalf of the Brigade unless the Brigade appoints a deputy to fulfil this duty.
 - Encouraging continuous improvement in the quality and effectiveness of all aspects of the Brigade's work.

- Keeping the station clean and tidy; cleaning, drying and repairing hose as necessary; starting all motors once a week to maintain them in effective working order; ensuring all appliance drivers are appropriately qualified; carrying out regular drills & inspections.
- Any other matters set out in the Rules.

Termination of Principal Officer

- 3.4 The Owner may remove or otherwise terminate the appointment of the person appointed as Principal Officer:
- (a) For misconduct or poor performance (as determined by NZS) within the performance management systems of NZS.
 - (b) Any other reasons which may arise from a change in business practices.

4. Establishment

- 4.1 The Brigade will maintain a membership sufficient to operate as an Industrial Fire Brigade:
- Fully Operational members:
- About 30 depending on the logistical make of the Brigade.
- Non-operational members:
- Operational reserves (up to 6), as cover for absent Operational members or first call replacements if a vacancy occurs.
 - SES Manager (1) as Principal officer
 - SES Officers (5) as Incident Controllers, pump operators and entry controllers.
 - Pump operators and entry controllers (about 5, if not available within the balance of the Brigade)
 - Other Members who the Owner decides are necessary for the functioning of the Brigade.
- 4.2 NZS will, in its discretion, provide reasonably sufficient resources including material and human resources to the Brigade to enable it to maintain the membership.

Retaining qualifications

- 4.3 Maintenance of training is critical and the Owner will make provision for required training courses and refresher courses which will be organised and coordinated by the Principal Officer. Training courses may be updated to meet regulated or NZS standards. If a required new training course is not passed or a refresher course has not been successfully completed within 3months of expiry then the Member may be stood down from active duty and cease to receive their allowance pending a review.
- 4.4 Maintenance of training also includes drills and exercises which will be scheduled by the Site Emergency Services team. Notice of upcoming drills will be posted to all Brigade Members and priority will be given to allow Members on duty to attend drills. The complexity of roster variations means that Members will be required to attend some drills in their non-rostered hours.

Absence from site

- 4.5 If a Member is absent from site or unable to carry out full Brigade duties for more than one month for any reason and not rostered to return to duties within a further

two weeks then the Brigade Member may be stood down from the team and an alternative Member recruited. The rostering schedule may determine that availability is compromised.

5. Uniforms and Protective Clothing

5.1 NZS will supply uniforms and protective clothing to Members of the Brigade. Protective clothing will be appropriate to the risks that exist on the Premises to ensure the safety of Members of the Brigade when carrying out their duties and, so far as is reasonably necessary, will comply with the NZFS operational requirements for protective clothing.

The NZFS badge may only be used if:

- (a) The Crown emblem is removed;
- (b) The phrase "New Zealand Fire Service" is replaced with the name of the Industrial Fire Brigade; and
- (c) The National Commander of the NZFS approves the use of the badge as altered under (a) and (b) of this paragraph.

5.2 Any Members leaving or being discharged from the Brigade must return the uniform, protective clothing and any other property in their possession to the Principal Officer within 2 days of the date of leaving or discharge.

6. Brigade Appliances

6.1 NZS will supply the Brigade with any fire appliances (suitably equipped) required to protect the Premises.

6.2 All appliances will visibly display the name of the Industrial Fire Brigade in bold writing along the side of the appliance.

7. General

7.1 The NZFS Manual of Operations will be used as a guide by the Brigade in carrying out its functions, powers and duties.

7.2 If the Brigade ceases to function as an Industrial Fire Brigade, NZS will ask the Commission to revoke the Brigade's registration under section 36(8)(a) of the Act.

7.3 These Conditions of Service may be varied at any time by the Owner by giving not less than 10 working days notice of the amendment to the Brigade, having first consulted with the Brigade (either in writing or in such a forum as the Owner considers necessary).

Appendix 5 the owners equipment - (not a complete list)

Waterway equipment

High Pressure hose and branch
90mm Feeder hose x 2 (flaked)
45mm Delivery hose x 3 (1 flaked & 2 coiled)
Controlled dividing breeching
Ground monitor
Male to male coupling
70mm Forestry adaptor
Bucket line

Stand Pipe, Bar & Key
70mm Delivery hose x 6
Branches x 2 – Quadrafog, Straight
Collecting breeching
Female to female coupling
Forestry pack x 2
Forestry controlled dividing breeching

Hazardous substance

Chemical Splash Suits x 2
Road Cones x 12

Chemical Absorbent Spill Kit

Breathing Apparatus

4 xBA Sets
Entry Control Board

4 spare cylinders

Tools

Brushes x 2
Hard Yard Brooms x 2
Hard Nail Rake
Haligan Tool
Sledge Hammer
Bolt Cutters
Torches

Shovels x 2
Spade
Squeegee mops x 2
Crow Bars x 2 (1large, 1 small)
Axe
Manhole Lifter

Rescue

Airbags & controller

Access

Little Giant Ladder
Hose washer

Station

Appendix 6 – Variation form

AGREEMENT VARIATION FORM			
NAME OF OWNER			
PREMISES TO WHICH AGREEMENT RELATES			
DATE OF AGREEMENT		EFFECTIVE DATE OF VARIATION	
DETAILS OF VARIATION			
	For NZFS	For the Commission	For NZS

SIGNATURES OF AGREEMENT AUTHORITIES			
	(Signature)	(Signature)	(Signature)
	Name: Position: Date:	Name: Position: Date:	Name: Position: Date:
Once completed, attach this form to the original agreement to keep records up to date.			

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