

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA03/51

TITLE: **New South Wales Fire Brigades Maintenance and
Miscellaneous Staff Enterprise Agreement 2003 - Stage 2**

I.R.C. NO: IRC3/598

DATE APPROVED/COMMENCEMENT: 17 February 2003/1 January 2003

TERM: 30 June 2004

**NEW AGREEMENT OR
VARIATION:** Replaces EA01/77

GAZETTAL REFERENCE: 2 May 2003

DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of the New South Wales Fire Brigades who fall within the coverage of the Fire Brigade (Maintenance, Construction and Miscellaneous Staff) Award

PARTIES: NSW Fire Brigades -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Electrical Trades Union of Australia, New South Wales Branch

NSW FIRE BRIGADES MAINTENANCE AND MISCELLANEOUS STAFF ENTERPRISE AGREEMENT 2003 - STAGE 2

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1. Title

This Agreement shall be known as the New South Wales Fire Brigades Maintenance and Miscellaneous Staff Enterprise Agreement 2003 - Stage 2.

2. Definitions

"Agreement" means this Enterprise Agreement.

"Award" means the Fire Brigades (Maintenance, Construction and Miscellaneous Staff) Award, as varied.

"Commissioner" means the Commissioner of the NSW Fire Brigades holding office as such under the *Public Sector Employment and Management Act 2002*.

"Department" means the New South Wales Fire Brigades.

"Employee" means all persons who are permanently or temporarily employed under the *Public Sector Employment and Management Act 2002* and who, as at the operative date of this Agreement occupy one of the positions covered by this Agreement, or who, after that date, are appointed to or employed in one of such positions.

"Public Employment Office" means the corporation constituted as such under the *Public Sector Employment and Management Act 2002*.

"Skilled Trades Award" means the Crown Employees (Skilled Trades) Award published 22 June 2001 (325 I.G. 749), as varied.

"Union" means the:

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch; and

Electrical Trades Union of Australia, New South Wales Branch; having regard for their respective coverage.

3. Intentions

3.1 The intentions of this Agreement are to:

3.1.1. Regulate the rates of pay and conditions of employment of all employees covered by this Agreement.

3.1.2 Provide a suitable basis and framework for the parties to implement at the organisation level, appropriate arrangements to ensure that Corporate objectives are met.

3.1.3 Help facilitate the processes necessary to enhance the productivity of the Department and to provide a better return to the Department, the staff, and the community.

4. Workplace Reform Program

4.1 The parties agree that this Agreement, in providing a single classification and rate of pay for all tradespersons in the Fleet Section, including appropriate allowances, provides appropriate compensation in recognition of multi-skilling and changes made to working arrangements through consultation and cooperation. Workplace reform will continue - but is not limited to - the following issues:

Consultation with the parties in relation to the implementation of this Agreement, and

Ensuring Equal Employment Opportunity and recognition of merit.

5. Rates of Pay and Allowances

5.1 Subject to the provisions of Clause 20, Area Incidence and Duration, of this Agreement, employees covered by this Agreement shall be paid the rates prescribed for their classification as contained in Schedule A of this Agreement and, where applicable, the allowances as contained in Schedules B & C.

6. Allowances

6.1 With regard to allowances expressed in Schedules B and C, the conditions pertaining to the following allowances; Special Rates, Tool, Meal, Travelling Time and Other Fares, Fire Equipment and Insurance of Tools are expressed in the Fire Brigades (Maintenance, Construction and Miscellaneous Staff) Award.

6.2 The Team Leader Allowance as provided for in Schedule B of this Agreement is in compensation for an employee being appointed as the supervisor of a section. Additionally, Team Leaders are required to undertake planning and scheduling activities as well as provide monthly section reports to the Operations Manager.

6.3 The Technician Allowance as provided for in Schedule B of this Agreement is payable when an employee is rostered to work on the aerial component of a fire appliance.

7. Salary Sacrifice to Superannuation

- 7.1 For the purposes of this Clause, "salary" means the rate of pay or wage prescribed for the employee's classification as set out in Schedule A - Rates of Pay - of this Agreement.
- 7.2 Notwithstanding the salaries prescribed by Schedule A of this Agreement, an employee may elect, subject to the agreement of the Department, to sacrifice a portion of the salary payable under Schedule A of this Agreement to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed must not exceed thirty (30) percent of the salary payable under Schedule A or thirty (30) percent of the currently applicable superannuable salary, whichever is the lesser. In this clause, "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.
- 7.3 Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
- 7.3.1 subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate Pay As You Go (PAYG) taxation deductions by the amount of that sacrificed portion; and
- 7.3.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under Schedule A of this Agreement in the absence of any salary sacrifice to superannuation made under this Agreement.
- 7.4 The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:
- 7.4.1 paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or
- 7.4.2 subject to the Department's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- 7.5 Where an employee elects to salary sacrifice in terms of Clause 7.4 of this clause, the Department will pay the sacrificed amount into the relevant superannuation fund.
- 7.6 Where the employee is a member of a superannuation scheme established under:
- (a) the *Police Regulation (Superannuation) Act 1906*;
 - (b) the *Superannuation Act 1916*;
 - (c) the *State Authorities Superannuation Act 1987*;
 - (d) the *State Authorities Non-contributory Superannuation Act 1987*; or
 - (e) the *First State Superannuation Act 1992*
- the employee's Department must ensure that the amount of any additional employer superannuation contributions specified in subclause 7.2 of this clause is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.
- 7.7 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with his/her Department to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 7.6 of this clause,

the Department will continue to base contributions to that fund on the salary payable under Schedule A of this Agreement to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This Clause applies even though the superannuation contributions made by the Department may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

8. Pay Arrangements

- 8.1 The parties to this Agreement agree that, during the life of this Agreement, the fortnightly payment of wages shall be continued.

9. Multi-Skilling

- 9.1 Following the provision of adequate in-house training where necessary, all classifications shall be required to undertake a range of appropriate cross-classification activities, within statutory limitations.
- 9.2 Employees shall be required to undertake such cross-classification activities in order to complete the whole job or when there is insufficient work in an employee's normal classification or where the re-allocation of staff is required to meet Departmental emergencies.
- 9.3 The final responsibility for all such cross-classification activities shall remain with the classification historically responsible for those activities. Notwithstanding this provision any employee who undertakes cross-classification activities in terms of subclause 9.1 is required to carry out those activities in a responsible and competent manner.
- 9.4 While Apprentice training shall be principally focused on those activities specific to each Apprentice's trade classification, the Department shall, where possible, coordinate and make available work of a similar nature and skill to that contained in the modules studied from time to time by the Apprentice as part of their external Technical and Further Education studies.
- 9.5 The work of a 'similar nature and skill' referred to in subclause 9.4, shall where appropriate be made available to Apprentices for the purposes of overtime.

10. Rostered Days Off

- 10.1 The Rostered Day Off ("RDO") provisions of Clause 2, Hours-Day Workers, of the Skilled Trades Award, (as defined) shall apply to all employees employed in the Communications Section. The same provisions, but as varied by the provisions of subclauses 10.2, 10.3, 10.4 & 10.5, shall apply to all other employees covered by this agreement.
- 10.2 Rostered Days Off shall be taken in accordance with the roster. Those staff who are on call and therefore work on the RDO day as part of the roster will normally take their RDO on the following Monday when they are off call.
- 10.3 Rostered Days Off are to be taken as and when they fall due. There is no provision for the accumulation of untaken days. Under exceptional circumstances, and with prior approval, the clearing of the RDO day may be delayed.
- 10.4 Appropriate records will be kept by the Department of the dates on which each employee takes a Rostered Day Off. Such records will be available for perusal by the employee on request.
- 10.5 Where an employee is asked and elects to work on the pre-determined Rostered Day Off, in accordance with subclause 2.1 of Clause 2, Hours-Day Workers, of the Skilled Trades Award (as defined), the compensation paid in accordance with subclause 2.5 of the said clause 2 (i.e. Saturday rates), shall be the employee's only entitlement for working on the Rostered Day Off.

11. Annual Leave

- 11.1 The Annual Leave provisions of Clause 31, General Leave Conditions and Accident Pay, of the Skilled Trades Award (as defined), shall apply, as varied by the provision of subclauses 11.2, 11.3, 11.4 and 11.5, to all employees covered by this Agreement.
- 11.2 Except where an employee can give the organisation one months notice or in the case of family emergencies, Annual Leave shall be taken in block periods, the shortest of which not being less than five (5) sequential working days in duration.
- 11.3 The block periods shall, in any one year, comply with one of the formats outlined as follows:
- (i) one block period of four weeks duration; or
 - (ii) one block period of three weeks duration followed later by one block period of one weeks duration; or
 - (iii) one block period of one weeks duration followed later by one block period of three weeks duration; or
 - (iv) one block period of two weeks duration followed later by another one block period of two weeks duration; or
 - (v) four block periods of one weeks duration.
- 11.4 Annual Leave shall be taken in accordance with the roster.
- 11.5 During the life of this agreement, the parties agree to jointly work towards reducing each employees accrual of Annual Leave to the accumulation of twenty (20) days plus the current years entitlement. The only exceptions, being in the case of family emergencies or with prior notification of a planned extended holiday.

12. Apprentice Tool Loan

- 12.1 All new Apprentices to whom Clause 5, Tool Allowance, of the Skilled Trades Award (as defined) applies, shall be entitled to apply to the Department for a zero interest loan up to the value of \$1500.00, for the purpose of equipping themselves, with the pre-requisite tools and equipment for their classification.
- 12.2 On behalf of each new Apprentice, the Department will purchase the required tools and equipment from the Department's recommended supplier.
- 12.3 The selection of tools and equipment shall be those identified by the Department or the Team Leader in charge of the Apprentice.
- 12.4 Upon commencement of employment, each Apprentice shall be issued with the pre-requisite tools and equipment for their trade classification. On receipt of the tool issue, title and ownership of the tools shall become the responsibility of the Apprentice.
- 12.5 Repayment of the loan shall be recouped by the Department, from the Apprentice's weekly tool allowance entitlement. The repayment amount shall equate to the maximum value of the weekly tool allowance entitlement as prescribed by this Agreement and or Clause 5 of the Skilled Trades Award (as defined), as varied.
- 12.6 If for any reason, an Apprentice's employment is terminated prior to full repayment of the loan, the Apprentice shall be liable to repay to the Department the outstanding balance of the loan owing. In this regard, the Department shall be entitled to deduct from the Apprentice's termination payments the value of any outstanding loan.

13. Fire Equipment Allowance

- 13.1 Employees with a minimum of twelve (12) months continuous service covered by this Agreement shall be paid a fire equipment allowance as set out in Schedule C of this Agreement, as varied by the provisions of subclause 13.2.
- 13.2 Apprentices covered by this Agreement shall be entitled to be paid at the Non-Trades Staff rate of the allowance as set out in Schedule C of this Agreement.

14. Supplementary Labour

- 14.1 The parties to this agreement recognise that at times of peak workloads and when staff are on long term absences there may be a requirement to use supplementary labour in order to meet criteria deadlines.
- 14.2 This supplementary labour may be casual or weekly and:
- i) arranged through or with an Employment Agency of bona-fide contractors; or
 - ii) by way of temporary employment or appointment as provided for in the *Public Sector Employment and Management Act 2002*.
- 14.3 It is not the Brigades intention to use supplementary labour as an alternative to filling vacant permanent positions.

15. Union Subscriptions

- 15.1 The Department agrees, subject to prior written authorisation by an employee, to deduct Union subscriptions from the pay of the authorising employee, in accordance with Treasury Guidelines.

16. Grievance and Dispute Resolution Procedures

- 16.1 All grievances and disputes relating to the provisions of this enterprise agreement shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Department, if required.
- 16.2 A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute, or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 16.3 The immediate manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 16.4 If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Department Head.
- 16.5 The Department Head may refer the matter to the PEO for consideration.
- 16.6 If the matter remains unresolved, the Department Head shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 16.7 A staff member, at any stage, may request to be represented by their Union.
- 16.8 The staff member or the Union on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.

- 16.9 The staff member, Union, Department and PEO shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 16.10 Whilst the procedures outlined in subclauses 16.1 to 16.9 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

17. Savings of Rights

- 17.1 Except as provided for by this Agreement, no employee shall suffer a reduction in the employee's rate of pay or any loss or diminution of the employee's conditions of employment as a consequence of the making of this Agreement.

18. Relationship to Acts / Awards

- 18.1 This Agreement shall be read and interpreted in conjunction with the Award (as defined), provided that where there is any inconsistency between this Agreement and the Award (as defined), this Agreement shall prevail to the extent of the inconsistency.
- 18.2 In regards to Apprentices, this Agreement shall also be read and interpreted in conjunction with;
- 18.2.1 the *Apprenticeship and Traineeship Act 2001*, provided that where there is any inconsistency between this Act and this Agreement, the Act shall prevail to the extent of any inconsistency.
- 18.2.2 the Skilled Trades Award (as defined) provided that where there is any inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of any inconsistency.

19. Anti-Discrimination

- 19.1 It is the intention of the parties bound by this enterprise agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 19.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this enterprise agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this enterprise agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of this enterprise agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- 19.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 19.4 Nothing in this clause is to be taken to affect:
- 19.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 19.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 19.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 19.4.4 a party to this enterprise agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

19.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

19.5.1 Employers and employees may also be subject to Commonwealth Anti-Discrimination legislation.

19.5.2 Section 56(d) of the *Anti-Discrimination Act 1977* provides;

"Nothing in the Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

20. Area, Incidence and Duration

20.1 This Agreement rescinds and replaces the New South Wales Fire Brigades Maintenance and Miscellaneous Staff Enterprise Agreement 2000 (EA 01/77).

20.2 This Agreement shall apply to employees of the New South Wales Fire Brigades who are, as at the effective date of this Agreement, employed in any one of the classifications listed in Schedule A of this Agreement.

20.3 It shall take effect on and from 1 January 2003 and shall remain in force until 30 June 2004. It shall not apply to any person who resigned or whose services were terminated prior to the date of effect.

20.4 The parties agree to commence negotiations on a new Enterprise Agreement three months prior to the expiry of this Agreement.

21. Declaration

21.1 The Parties, namely:

Public Employment Office (as the body which has the statutory power to appear before tribunals and to enter into Enterprise Agreements on behalf of the employer);

New South Wales Fire Brigades (as the enterprise employer);

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch

Electrical Trades Union of Australia, New South Wales Branch;

to this Agreement declare that the Enterprise Agreement:

is not contrary to the public interest;

is not unfair, harsh or unconscionable;

was not entered into under duress; and

is in the interests of the Parties.

This Agreement is made at Sydney on the 10th day of July 2002

(Signed for and on behalf of the)
Public Employment Office
Premiers' Department

Witness

(Signed for and on behalf of the)
NSW Fire Brigades by the
Commissioner.

Witness

(Signed for and on behalf of the)
Automotive, Food, Metals,
Engineering, Printing and Kindred
Industries Union,
New South Wales Branch by

Witness

(Signed for and on behalf of the)
Electrical Trades Union of Australia,
New South Wales Branch by

Witness

Stage 2

SCHEDULE A

RATES OF PAY

	COLUMN 1 01/01/03* (4%) \$ per week	COLUMN 2 1/7/03* (5%) \$ per week
Communications Section		
Electronic Technician		
1st year	850.00	892.50
2nd year	875.70	919.50
3rd year	891.30	935.90
4th year	910.10	955.60
Instrument Maker	751.20	788.80
Radio Mechanic	717.30	753.20
Telephone Mechanic	717.30	753.20
Electronic Tradesperson	823.90	865.10
Electrical Mechanic	717.30	753.20
Trades Assistant	576.20	605.00
Fleet Section		
Fire Vehicle Repairer		
1st Year	725.90	763.10
Thereafter	743.60	780.80
(inclusive of the Fire Equipment Allowance after twelve months continuous service)		

Trades Assistant	555.90	583.70
Apprentices		
1st year	290.90	305.50
2nd year	382.50	401.60
3rd year	490.20	514.70
4th year	565.20	593.50
Adult	565.20	593.50

* On and from the beginning of the first pay periods to commence on or after these dates.

Stage 2

SCHEDULE B

ALLOWANCES

	COLUMN 1 01/01/03* (4%) \$ per week	COLUMN 2 1/7/03* (5%) \$ per week
Team Leader Allowance	109.20	114.70
Technician Allowance	91.50	96.10
Special Rates	\$ per hour	\$ per hour
Confined Spaces	0.62	0.65
Dirty Work	0.52	0.55
Height Pay - 7.5 metres	0.55	0.58
- every metre beyond	0.15	0.16
Insulation Material	0.52	0.55
- if Silicate	0.62	0.65
Spray Applications	0.52	0.55
Applying Obnoxious Substances		
- Epoxy	0.62	0.65
- Air Conditioning	0.44	0.46
- Close Proximity	0.50	0.53
Asbestos Eradication	1.71	1.80
Tool Allowance	\$ per week	
Bodymaker	20.50	
Motor Mechanic	20.50	
Painter (Vehicle)	5.00	
Panel Beater	20.50	
Automotive Electrician	11.70	
Electronic Technician	11.70	
Instrument Maker	11.70	
Radio Mechanic	11.70	
Telephone Mechanic	11.70	
Fitter	20.50	
Electronic Tradesperson	11.70	

Apprentices

Motor Mechanic	20.50
Automotive Electrician	11.70
Fitter	20.50
Electronic Technician	11.70

* On and from the beginning of the first pay periods to commence on or after these dates.

Stage 2.

SCHEDULE C

ALLOWANCES

Fire Equipment Allowance	Trades Staff \$ per week	Non Trades Staff \$ per week
At the completion of twelve months continuous service	17.70*	13.30*
Meal Allowance	\$ per meal	
After 1½ hour overtime	8.70	
Each 4 hours thereafter	7.30	
Travelling Time and Other Fares	\$ per day	
Other than Builders' Labourers	15.10	
Employer providing transport	6.20	
Insurance of Tools		
Maximum claim for loss of tools	\$1,189.00	

* On and from the beginning of the first pay period to commence on or after 1 January 2003.

Italics = These allowances are moved on separate application to the Industrial Relations Commission of New South Wales by one of the parties to this Agreement. When the allowance is varied in this manner and expressed in the Award as defined, then the amount shown herein will be administratively adjusted during the nominal term of this Agreement.