

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA99/273

**TITLE:** New South Wales Fire Brigades Maintenance and Miscellaneous Staff Enterprise Agreement 1998

**I.R.C. NO:** 99/4235

**DATE APPROVED/COMMENCEMENT:** 27 August 1999

**TERM:** Expires 31 December 1999

**NEW AGREEMENT OR  
VARIATION:** Variation to EA99/121

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 15

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all persons who are permanently or temporally employed under the Public Sector Management Act 1988 and the Fire Brigade (Maintenance, Construction and Miscellaneous Staff) Award

**PARTIES:** New South Wales Fire Brigades -&- Public Employment Office, 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**

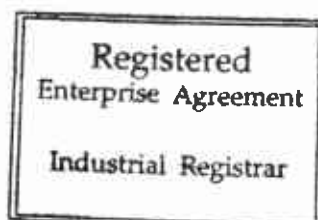
**ENTERPRISE AGREEMENT 1998**



**NSW FIRE BRIGADES MAINTENANCE AND MISCELLANEOUS STAFF  
ENTERPRISE AGREEMENT 1998**

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**Clause 1 - TITLE**

This Agreement shall be known as the New South Wales Fire Brigades Maintenance and Miscellaneous Staff Enterprise Agreement 1998.

**Clause 2. DEFINITIONS**

- "Agreement"** means this Enterprise Agreement.
- "Award"** means the Fire Brigade (Maintenance, Construction and Miscellaneous Staff) Award, published 15 November 1991, as varied.
- "Commissioner"** means the Commissioner of the NSW Fire Brigades holding office as such under the Public Sector Management Act 1988.
- "Department"** means the New South Wales Fire Brigades.
- "Employee"** means all persons who are permanently or temporarily employed under the Public Sector Management Act 1988 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 Management Act 1988.
- "Skilled Trades Award"** means the Crown Employees (Skilled Tradesmen) Award, published 6 January 1982, 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.

**Clause 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.

**Clause 4. WORKPLACE REFORM PROGRAM**

4.1 The parties agree, during the life of this Agreement, to undertake a workplace reform process. This process shall include, but not be limited to, the examination of the implementation of such issues as:

- Consultation with the parties on implementation of this Agreement
- Ensuring Equal Employment Opportunity and recognition of merit
- Making changes to working arrangements through consultation and cooperation
- Career pathing and development
- Performance Development System.

**Clause 5. RATES OF PAY AND ALLOWANCES**

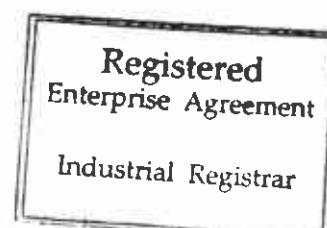
5.1 Subject to the provisions of Clause 17, Area Incidence and Duration, of this Agreement, employees covered by this Agreement shall be paid the rates prescribed for their classification as contained in Schedule A of this Agreement and, where applicable, the allowances as contained in Schedules B & C.

**Clause 5A. SALARY SACRIFICE TO SUPERANNUATION**

5A.1 For the purposes of this Clause, "salary" means the rate of pay or wage prescribed for the employee's classification in Schedule A - Rates of Pay - of this Agreement.

5A.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.

5A.3 Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:



- 5A.3.1 subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYE taxation deductions by the amount of that sacrificed portion; and
- 5A.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.
- 5A.4 The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:
- 5A.4.1 paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or
- 5A.4.2 subject to the Department's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- 5A.5 Where an employee elects to salary sacrifice in terms of Clause 5A.4 above, the Department will pay the sacrificed amount into the relevant superannuation fund.
- 5A.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 5A.2 above is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- 5A.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 5A.5 above, 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.

**Clause 6. PAY ARRANGEMENTS**

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

**Clause 7. MULTI-SKILLING**

7.1 Following the provision of adequate in-house training, all classifications shall be required to undertake a range of basic cross-classification activities, within statutory limitations.

7.2 Employees shall be required to undertake such cross-classification activities when there is insufficient work in an employee's normal classification or where the re-allocation of staff is required to meet Departmental exigencies.

7.3 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 sub-clause 7.1 is required to carry out those activities in a responsible and competent manner.

7.4 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.

7.5 The work of a 'similar nature and skill' referred to in sub-clause 7.4, shall where appropriate be made available to Apprentices for the purposes of overtime.

**Clause 8. ROSTERED DAYS OFF**

8.1 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 8.2, 8.3, 8.4 & 8.5, shall apply to all other employees covered by this agreement.

8.2 Rostered Days Off shall be taken in accordance with the roster as determined by the Director of Operational Support.



- 8.3 Rostered Days Off are to be taken as and when they fall due. There is no provision for the accumulation of untaken days.
- 8.4 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.
- 8.5 Where an employee is asked and elects to work on the pre-determined Rostered Day Off, in accordance with subclause (v)(a) of Clause 2, Hours-Day Workers, of the Skilled Trades Award (as defined), the compensation paid in accordance with sub-paragraph (v)(a)2 of the same Clause (ie Saturday rates), shall be the employee's only entitlement for working on the Rostered Day Off.

**Clause 9. ANNUAL LEAVE**

- 9.1 The Annual Leave provisions of Clause 22, Annual Leave, of the Skilled Trades Award (as defined), shall apply, as varied by the provision of subclauses 9.2, 9.3, 9.4 & 9.5, to all employees covered by this Agreement.
- 9.2 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.
- 9.3 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.
- 9.4 Annual Leave shall be taken in accordance with the roster maintained by the Director of Operational Support.
- 9.5 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.

**Registered  
Enterprise Agreement  
Industrial Registrar**



**Clause 10. APPRENTICE TOOL LOAN**

- 10.1 All new Apprentices to whom Clause 5(ii) 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.
- 10.2 On behalf of each new Apprentice, the Department will purchase the required tools and equipment from the Department's recommended supplier.
- 10.3 The selection of tools and equipment shall be those identified by the Department or the Leading Hand in charge of the Apprentice.
- 10.4 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.
- 10.5 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(ii) of the Skilled Trades Award (as defined), as varied.
- 10.6 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.

**Clause 11 FIRE EQUIPMENT ALLOWANCE**

- 11.1 Employees 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 11.2.
- 11.2 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.

**Clause 12. SUPPLEMENTARY LABOUR**

- 12.1 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.
- 12.2 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 Management Act 1988.



12.3 It is not the Brigades intention to use supplementary labour as an alternative to filling vacant permanent positions.

**Clause 13. UNION SUBSCRIPTIONS**

13.1 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.

**Clause 14. GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES**

14.1 The aim of these procedures is to ensure that industrial grievances or disputes are prevented, or resolved as quickly as possible, and at the lowest level possible in the workplace.

14.2 Subject to the provisions of subclause 14.7 of this Clause, the parties agree to exhaust the conciliation process before considering Step 14.5.5. It is agreed that the parties will not deliberately frustrate or delay these procedures.

14.3 The figures shown in brackets in subclauses 14.5.1 to 14.5.4 represent the maximum number of hours allowed for each step before the matter must proceed to the next step. Such maximum number of hours is not to include weekly rostered days off.

14.4 While subclause 14.3 refers to the maximum number of hours allowed for each step, every effort is to be made by the parties involved at each step to resolve the matter as quickly as possible. Further, the maximum number of hours referred to in each step maybe extended, but only with the agreement all of the parties involved at the step in question.

**14.5 PROCEDURES/STEPS**

Immediately when an industrial grievance or dispute arises, or is considered likely to occur, the matter is to be discussed between the employees specified in subclause 14.5.1. Failing resolution of the matter at this level, the matter is to be discussed, in order, between the employee(s)/representative(s) specified in Steps 14.5.2 to 14.5.4 inclusive. If the matter remains unresolved at the conclusion of Step 14.5.4 then, if necessary, the procedure prescribed at 14.5.5 may be followed.

14.5.1 - Staff member(s) concerned,  
- immediate Supervisor.  
(48)

14.5.2 - Staff member(s) concerned,  
- The union delegate or the representative of the staff member(s) concerned,  
- immediate Supervisor.  
(48)

14.5.3 - Staff member(s) concerned,  
- The union delegate or the representative of the staff member(s) concerned,



- immediate Supervisor,
  - relevant Branch Manager,
  - representative of the Industrial Relations section.
- (48)

- 14.5.4 - The union delegate and/or union official or representative of the staff member(s) concerned,  
- relevant Branch Manager,  
- relevant Director (or equivalent),  
- representative of the Industrial Relations section.

- 14.5.5 Failing resolution at the level referred to in subclause 14.5.4, the matter may be referred by either party to the Industrial Relations Commission, provided the matter is not a claim for general increases in salaries or conditions of employment contained in this Agreement.

- 14.6 The parties agree that normal work will continue, except where an immediate danger exists, without disruption while the procedures specified in this Clause are followed.

- 14.7 While discussions are taking place in relation to safety issues, employees are to perform any other work, within their classification (or a cross-classification as provided for in Clause 7 of this agreement) that can be carried out in a safe manner.

#### **Clause 15. SAVINGS OF RIGHTS**

- 15.1 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.

#### **Clause 16. RELATIONSHIP TO ACTS / AWARDS**

- 16.1 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.

- 16.2 In regards to Apprentices, this Agreement shall also be read and interpreted in conjunction with;

- 16.2.1 the Industrial and Commercial Training Act 1989, provided that where there is any inconsistency between this Act and this Agreement, the Act shall prevail to the extent of any inconsistency.

- 16.2.2 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.



**Clause 17. AREA, INCIDENCE AND DURATION**

- 17.1 This Agreement shall apply to employees of the New South Wales Fire Brigades who are, as at the date of registration of this Agreement, employed in any one of the classifications listed in Schedule A of this Agreement.
- 17.2 It shall take effect on and from 01 January 1998 and shall remain in force until 31 December 1999. It shall not apply to any person who resigned or whose services were terminated prior to the date of effect.
- 17.3 The parties agree to commence negotiations on a new Enterprise Agreement as soon as possible after the date of registration of this Agreement.

**Clause 18. DECLARATION**

18.1 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.

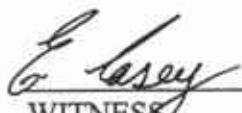


**NSW Fire Brigades Maintenance and Miscellaneous Staff Enterprise Agreement 1998**

**THIS AGREEMENT IS MADE AT SYDNEY ON  
THE ~~THIR~~<sup>TH</sup> DAY OF AUGUST 1999**


(Signed for and on behalf of the)  
**PUBLIC EMPLOYMENT OFFICE**  
Premiers' Department.

  
\_\_\_\_\_

  
WITNESS

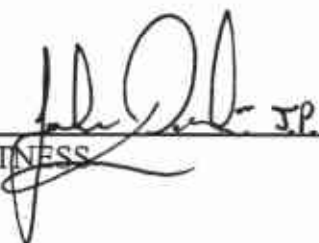
(Signed for and on behalf of)  
the **NSW FIRE BRIGADES** by the  
Commissioner.

1.   
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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

  
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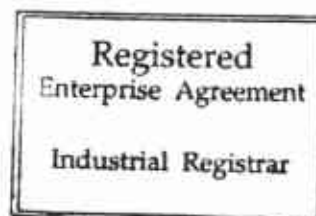
  
WITNESS



**NSW Fire Brigades Maintenance and Miscellaneous Staff Enterprise Agreement 1998**  
**SCHEDULE A - RATES OF PAY**

	<b>COLUMN 1</b>	<b>COLUMN 2</b>	<b>COLUMN 3</b>
	<b>01/01/98*</b>	<b>1/7/98*</b>	<b>1/1/99*</b>
	<b>(2%)</b>	<b>(3%)+(2%)</b>	<b>(3%)+(2%)</b>
	<b>\$ per week</b>	<b>\$ per week</b>	<b>\$ per week</b>
<b><u>Communications Section</u></b>			
Electronic Technician			
1st year	690.90	725.80	762.60
2nd year	711.90	748.00	785.80
3rd year	724.60	761.20	799.70
4th year	739.90	777.30	816.60
Instrument Maker	610.70	641.60	674.00
Radio Mechanic	583.10	612.60	643.60
Telephone Mechanic	583.10	612.60	643.60
Electronic Tradesperson	669.70	703.60	739.20
Electrical Mechanic	583.10	612.60	643.60
Trades Assistant	468.30	492.10	517.00
<b><u>Fleet Section</u></b>			
Automotive Electrical	583.10	612.60	643.60
Bodymaker			
(Vehicle Builder)	546.70	574.40	603.40
Motor Mechanic	546.70	574.40	603.40
Painter (Vehicle)	546.70	574.40	603.40
Specialist Fitter (Aerial Fitter)			
1st year	598.60	628.90	660.80
2nd year	615.40	646.60	679.30
3rd year	632.70	664.70	698.30
4th year	644.70	677.30	711.60
5th year	663.70	697.30	732.60
Fitter	546.70	574.40	603.40
Trades Assistant	451.80	474.70	498.70
<b><u>Apprentices</u></b>			
1st year	236.40	248.40	261.00
2nd year	311.00	326.70	343.20
3rd year	398.40	418.60	439.80
4th year	459.50	482.80	507.20
Adult	459.50	482.80	507.20

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



**NSW Fire Brigades Maintenance and Miscellaneous Staff Enterprise Agreement 1998**  
**SCHEDULE B - ALLOWANCES**

	<i>COLUMN 1</i>	<i>COLUMN 2</i>	<i>COLUMN 3</i>
	<i>01/01/98*</i>	<i>1/7/98*</i>	<i>1/1/99*</i>
	<i>(2%)</i>	<i>(3%)+(2%)</i>	<i>(3%)+(2%)</i>
	<b>\$ per week</b>	<b>\$ per week</b>	<b>\$ per week</b>
<b><u>Leading Hand Allowance</u></b>			
(i) up to and including 5 employees	26.50	27.90	29.30
(ii) more than 5, up to and including 10	34.00	35.70	37.50
(iii) more than 10	44.50	46.70	49.10
<b><u>Special Rates</u></b>	<b>\$ per hour</b>	<b>\$ per hour</b>	<b>\$ per hour</b>
Confined Spaces	0.50	0.53	0.56
Dirty Work	0.43	0.45	0.47
Height Pay - 7.5 metres	0.45	0.47	0.49
- every metre beyond	0.14	0.14	0.14
Insulation Material	0.43	0.45	0.47
- if Silicate	0.50	0.53	0.56
Spray Applications	0.43	0.45	0.47
Applying Obnoxious Substances			
- Epoxy	0.50	0.53	0.56
- Air Conditioning	0.35	0.37	0.39
- Close Proximity	0.41	0.43	0.45
Asbestos Eradication	1.40	1.47	1.54
<b><u>Tool Allowance</u></b>	<b>\$ per week*</b>		
Bodymaker	18.80		
Motor Mechanic	18.80		
Painter (Vehicle)	4.60		
Panel Beater	18.80		
Automotive Electrician	9.90		
Electronic Technician	9.90		
Instrument Maker	9.90		
Radio Mechanic	9.90		
Telephone Mechanic	9.90		
Fitter	18.80		
Electronic Tradesperson	9.90		
<b><u>Apprentices</u></b>			
Motor Mechanic	18.80		
Automotive Electrician	9.90		
Fitter	18.80		
Electronic Technician	9.90		



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

*NSW Fire Brigades Maintenance and Miscellaneous Staff Enterprise Agreement 1998*

**SCHEDULE C - ALLOWANCES**

<b><u>Fire Equipment Allowance</u></b>	<b>Trades Staff \$ per week</b>	<b>Non-Trades Staff \$ per week</b>
At the completion of one year continuous service	6.10*	4.30*
At the completion of two years continuous service	11.70*	9.00*
At the completion of three years continuous service	17.70*	13.30*
<b><u>Meal Allowance</u></b>	<b>\$ per meal</b>	
After 1½ hour overtime	7.70*	
Each 4 hours thereafter	6.40*	
<b><u>Travelling Time and Other Fares</u></b>	<b>\$ per day</b>	
Other than Builders' Labourers	13.40 *	
Employer providing transport	5.50 *	
<b><u>Insurance of Tools</u></b>		
Maximum claim for loss of tools	\$1,090.00*	

- \* *On and from the beginning of the first pay periods to commence on or after the date of 01 January 1998*

