

REGISTER OF
ENTERPRISE AGREEMENTS

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ENTERPRISE AGREEMENT NO: EA99/6

TITLE: Metropolitan Fire Services Pty Ltd Fire Alarms Enterprise Agreement

I.R.C. NO: 98/6170

DATE APPROVED/COMMENCEMENT: Approved 8 December 1998 and commenced 5 November 1998.

TERM: 12 months

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 23

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees engaged in the occupations, industries and callings covered by the Electrical Contracting Industry (State) Award

PARTIES: Metropolitan Fire Services Pty Ltd -&- Electrical Trades Union of Australia, New South Wales Branch

***METROPOLITAN FIRE SERVICES
PTY. LTD.***



FIRE ALARMS



ENTERPRISE AGREEMENT

1998

NSW

METROPOLITAN FIRE SERVICES PTY LIMITED
FIRE ALARMS
ENTERPRISE AGREEMENT - NSW 1998



Clause	Content	Page
1	Title	1
2	Parties Bound	1
3	Objectives	1
4	Commitments	2
5	Period of Operation	2
6	Relationship to Parent Award & Agreements	2
7	Wages	3
8	Union Representation & Single Bargaining Unit	3
9	Dispute Settlement Procedure	3
10	Consultative Mechanisms	3
11	Termination of the Award	4
12	Non-Award Conditions	4
13	Skills Development Program	5
14	Self Directed Work Teams	5
15	Protective Clothing	5-6
16	Minimum Defects	6
17	Induction Procedures	6-7
18	Apprentices	7
19	Hours of Work/Rostered Day Off	7
20	Quality	7-8
21	Occupational Health and Safety	8
22	No further Claims	8
23	Subsequent Agreement	8
24	Contract of Employment	8
25	Warning Procedure for Employee Performance & Conduct	9
26	Agreement to be displayed	9
27	Electronic Funds Transfer	9
28	Not be used as a precedent	9
29	Performance Management	10
30	Wet Weather Procedure	10
31	Schedule of Classification	11,12-14
 Appendix		
1	Rates of Pay	15-16
2	Dispute Settling Procedures	17
3	Consultative Mechanism Guidelines	18-20
4	Signatory Page	21

1. Title

This Award shall be known as the "METROPOLITAN FIRE SERVICES ALARMS ENTERPRISE AGREEMENT - NSW.

2. Parties and Persons Bound

This agreement shall be binding upon:

- 2.1 Metropolitan Fire Services Pty Ltd (a division of Tyco International) (hereinafter known as the Company") in respect to its employees engaged in the occupation, industries and callings covered by the Electrical Contracting Industry (State) Award 1992 and who are eligible to be members of the Electrical Trade Union of Australia (NSW Branch) whether members of the said organisation or not ;and
- 2.2 The Electrical Trade Union of Australia (NSW Branch) (hereinafter referred to as the "Union") and its members thereof employed by Metropolitan Fire Services Pty Ltd.

3. Objectives

The objectives of this Agreement are to:

- 3.1 Increase the efficiency of the company by the effective utilisation of the skill and commitment of the company's employees;
- 3.2 Improve the living standards, job satisfaction and continuity of the company's employees by improving upon existing award and industry standard;
- 3.3 Create a co-operative and productive industrial relations environment;
- 3.4 Provide workers with more varied, fulfilling and better paid jobs;
- 3.5 Promote the continued skill formation of workers;
- 3.6 Maintain a safe working environment;
- 3.7 Establish effective communications between the Company and its workers to ensure that the workforce and their Union representatives are kept fully informed and have an input into decision making that effects the work environment and the future employment of workers with the Company;
- 3.8 Maintain and continue the integrity of trade training and adequate numbers of tradespeople through apprenticeships/contracts of training;
- 3.9 Maintain the highest possible standards of fire protection electrical engineering, with a view to enhancing the environment, to efficiently use resources and to ensure the preservation of life and property without exceeding the conditions of order or contract
- 3.10 To ensure customer satisfaction in the provision of services.





Ex 1
23

4 In order that the objectives of this award are achieved the parties are committed to ensuring that:

- 4.1 The measures contained in this agreement lead to real gains in productivity. A broad approach to productivity is adopted incorporating (but not being limited to) both management and labour efficiency, quality, training, adequate standards of occupational health and safety, working conditions, environmental concerns quality of working life issues and equity issues.
- 4.2 The measures provided for in this agreement will be implemented through consultative mechanisms agreed to between the Union, the Company and the Consultative Committee.
- 4.3 Productivity measures will not be implemented at the expense of health and safety standards and safety standards will be improved.
- 4.4 The dispute settlement procedures provided for in this award are rigorously applied and enforced.
- 4.5 A free flow of information occurs between the company and employees concerning all aspects of the construction process (including the pre-construction process) to improve the setting up and running of jobs once a contract has been awarded.

5. **Period of Operation**

- 5.1 This award shall operate from the date of agreement of a mass meeting of employees until the 31st January 2000. The agreement may only be terminated by the parties to the agreement in the manner prescribed in the NSW Industrial Relations Act 1996.
- 5.2 This Award shall be certified in the NSW Industrial Relations Commission under Industrial Relations Act 1996.

6. **Relationship to Parent Award and Agreements**

- 6.1 The Electrical Contracting Industry (State) Award 1992 (the 'Parent Award') as varied from time to time shall be read in conjunction with this Award.
- 6.2 The terms of this Award shall prevail over the terms of the Parent Award to the extent of any express inconsistency.



7. Wages

Wage rates for employees shall be as prescribed in Appendix 1. These wage rates are effective from the first full pay period to commence on or after the dates specified in Appendix 1.

These wage increases will be in lieu of any other increases granted by the Industrial Relations Commission of New South Wales during the term of this Agreement.

Expense related allowances, with the exception of the excess fares allowance, will be paid in accordance with the Parent Award and varied as the parent Award is varied.

8. Union Representation and Single Bargaining Unit

This award recognises the Union and its accredited representatives as the sole legitimate representatives for the employees covered by this agreement. The Union shall constitute the single bargaining unit in all dealings with the employer.

8.1 The Company shall allow full access to its employees during normal working hours to accredited officials of the Union.

8.2 The Company shall allow Union delegates adequate time during normal working hours to attend to Union duties.

9. Dispute Settlement Procedure

9.1 The procedure outlined in Appendix 2 shall apply.

10. Consultative Mechanisms

10.1 The parties agree that a precondition for the effective operation of this agreement is the establishment of agreed consultative mechanism within the Company. The consultative mechanism shall be established in accordance with the guidelines set out in Appendix 3 hereto.

10.2 The State Secretary (or nominee) of the Union shall have a standing invitation to participate in the consultative mechanisms established within the Company.

10.3 The Manager of Metropolitan Fire Services Pty Ltd shall have a standing invitation to participate in the consultation mechanism established within the Company.

10.4 To assist employees to participate effectively within the consultative mechanism training as agreed between the Company and the Union, will be provided as soon as practicable after the consultative mechanisms are established.

11. Termination of the Agreement

11.1 This Agreement may be terminated by the parties only if:

One (1) month written notice is given to either party and consultation has occurred with the workforce; and

Industrial Application is made to the NSW Industrial Relations Commission in accordance with the NSW Industrial Relations Act.



12. Non-Award Conditions

1. The Company will pay superannuation contributions into the C+Bus Superannuation Fund for each employee. It is hereby agreed that this superannuation fund or other agreed equivalents will be the funds utilised under this Agreement. The contribution rate shall be as required by the Superannuation Guarantee Legislation, provided that the weekly minimum contribution for all employees, except apprentices and trainees, will be:

- a) Upon commencement of the Agreement: \$50 per week worked
- b) From 1st October 1998: \$60 per week worked.

2. Redundancy will be paid strictly according to the provisions of the Electrical Contracting Industry Redundancy and Technological Change (State) Agreement with the exception that that Agreement shall apply notwithstanding that employment is terminated by the Company due to the ordinary and customary turnover of labour.

Upon commencement of this Agreement the Company will make contributions to MERT on behalf of employees (other than apprentices and trainees) at the rate of \$41.60 per week worked and increasing to \$45 per week worked from 1st October 1998.

3. Long Service Leave in accordance with the State Long Service Leave Act will apply.

4. Top-up Workers Compensation and 24 Hour Accident Protection Insurance Cover will be provided by Wage Cover or equivalent scheme as agreed between the company and the union.

5. Productivity Allowance

A productivity allowance of \$2.00 per hour worked for all employees for all Fire Alarm Installation Contracts awarded after the certification of this agreement exceeding \$500,000 in value. The Consultative Committee will monitor this clause on a regular basis and at least once per year.

13. Skills Development Program

The parties are committed to develop and implement a skills development program based on the acquisition of skills through accredited training. The training provided shall be based on the agreed national competency standards that have been developed by the EEITC for Electrical.

Industry and be provided by 'Accredited Training Authorities'. Provided that any training program developed shall not include trade training modules as provided through the apprenticeship or equivalent contracts for structured training in the Electrical Industry.

14. Self Directed Work Teams

The parties agree that work teams will be an important organisational concept within the Fire Protection Electrical Services area. Each work team will be based upon the Fire Protection Electrical Services field of work of the service stream in which the Company operated.

Work teams are groups of Employees who have the responsibility for completing an element of work. The Team is given the task of completing the whole job cycle and whilst taking into account the safety, quality and environment issues, will ensure that the works are carried out in the most expedient and proficient manner possible, in accordance with this Agreement.

The aim is for the Team to be self managed. The Level of Responsibility and responsibilities of employees within Work Teams is in order of the pay classifications.

Within the Team there will be sufficient skills to complete the task at hand with members of the Team having varied skills levels with further development and training encouraged.

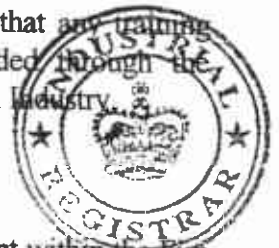
15. Protective Clothing

Metropolitan Fire Services Pty Ltd will provide protection clothing to its Fire Protection Electrical employees as set out below:-

A. Issue to New Commencements

After 8 weeks continual employment all new Trade Employees shall be provided with a 12 month issue of clothing consisting of:-

- Two (2) pairs overalls (or alternative as below)
- One (1) pair boots
- One (1) Kembla (lined) (navy) jacket or equal
- Two (2) T Shirt



Alternative to Overalls may be

One (1) shirt and one (1) pair shorts and
One (1) shirt and one (1) pair long trousers
or
Two (2) shirts and two (2) pair of shorts
or
Two (2) shirts and two (2) pair of long trousers



B. There After Yearly issues

Subject to special provisions for new commencement, all Trade personnel shall be provided with the following:-

One (1) pair boots
One (1) jacket Kembra or equal
Two (2) pair overalls (or alternative as below)
One (1) T Shirt

- One (1) shirt and one (1) pair of shorts
and
- One (1) shirt and one (1) pair of long trousers
or
- Two (2) shirts and two (2) pair of shorts
or
- Two (2) and two (2) pair of long trousers

Any clothing that is worn out during the normal course of work will be replaced by Metropolitan Fire Services Pty Ltd.

16. Minimum Defects

The parties are committed to the development of efficient work practices and methods that will result in works being completed consistently with minimum defects.

17. Induction Procedures

- 17.1 The parties acknowledge that it is in the interest of all concerned that all new employees in the understand their obligations under this Award and are introduced to their jobs in a manner which will help them to work safely and efficiently. It is agreed that this is a joint responsibility of both management and Company Delegate.
- 17.2 In order to achieve this it is agreed that, in conjunction with the Company Management, Job Stewards and Safety Committee, employees will be given an explanation of all safety rules and procedures, including the provisions of any relevant legislation or regulation.
- 17.3 A detailed explanation shall be provided regarding Security, Emergency Procedures, rates of pay, and any applicable agreements affecting wages, conditions and work practices.

17.4 The induction presentation and materials shall have regard to the language skills of the employer/employee.

18. Apprentices

The provision of the Parent Award for apprentices shall apply. With regard to increases to wages appendix 1 increases are applicable to apprentices.

The company will strictly monitor performance of all apprentices to ensure they are paying due respect to their conditions of Apprenticeship.

19. Hours of Work/Rostered Day Off

In recognition of the need to gain greater productivity and efficiencies in respect of working hours the parties agree to the following measures, aimed at providing increased flexibility for both the company and the employees as to the arrangement of hours of work and the allocation of RDOs.

- i) By agreement between the Company and the Employees the existing ordinary hours of work shall be between 6.00am and 6.00pm. Upon agreement being reached between the Company and the employees the ordinary hours starting time may commence between the hours of 6.00am - 9.30 am.
- (ii) The Industry nominated RDO shall be observed provided that, subject to agreement between the employer and the employees on sites affected, the taking of RDOs may be altered provided that:

Employee will have the option as laid down below either option 1,2 or 3:-

Option 1

The employee takes the Industry Nominated RDO day as per the industry produced calendar for RDO's each year.

Option 2

The employee works on the industry nominated RDO day and then has one day off within 3 weeks of that Industry RDO day.

Option 3

The employee works on the Industry nominated RDO days and banks up to a maximum of 5 RDO days before he takes his 5 days off. The employee is required to advise the employer in writing 2 weeks before he wishes to take his accrued 5 days off. With this written notice the employer is to act responsibly in allowing the accrued days off to be taken when required by the employee

20. Quality

The parties are committed to the implementation of the Company's Quality Policy. The Company is fully committed to achieving international best practice levels of performance across its entire operations including management, technology, quality, job design, skills

enhancement and employer/employee relations. The parties agree to co-operate in the joint development and implementation of an international Best Practice Program through which bench marks for performance are developed in all key areas. The resultant changes to the Companies operations will be jointly monitored and evaluated.

21. Occupational Health and Safety

The provision of the relevant acts shall apply. No worker shall be required to carry out work that is not safe or work in an unsafe environment. The resultant changes to the companies operations will be jointly monitored and evaluated.

22. No Further Claims

The Company, Employees and the Union agree not to pursue any further claims except where consistent with this agreement.



23. Subsequent Agreement

The company shall contact the union for negotiation between the parties to commence no later than two (2) months prior to the completion date of this agreement with the intention of reaching a subsequent certified agreement.

24. Contracts of Employment

- 24.1 This Award including those matters incorporated into it and the award are express terms of the contract of employment between the employer party to this Agreement and its employees as at the date of signing this agreement.
- 24.2 The employer will not employ any employee in classifications covered by this Award whose contract of employment contains terms and conditions less favourable than those contained in the contracts of employment of existing employees employed in the relevant classification.
- 24.3 The Parties agree when necessary to meet short term peak requirements. Additional labour resources shall be sourced from agreed companies who meet as a minimum the wages and agreement of this Agreement. It is also agreed Metropolitan Fire Services Pty Ltd may utilise employees with similar classification from the Tyco Group.

25. Warning Procedure for Employee Performance and Conduct

The Warning Procedure for all employees covered by this Award shall be:-

- a) A verbal warning may be given in the presence of the Company Delegate.
- b) A first written warning may be issued in the presence of the Company Delegate either at the time of a verbal warning or after a verbal warning.
- c) A second written warning will be issued only after extensive discussions have taken place between the person involved, the Company representative, the Company Delegate and an official from the Union. If agreement cannot be reached then clause 10 of this agreement will be invoked.
- d) A third and final written warning will be issued only after extensive discussions have taken place between the person involved, the Company representatives, the Company Delegate and an official from the Union. If agreement cannot be reached then clause 10 of this agreement will be invoked.
- e) At all stages of the Warning Procedure the employer must outline the employee's alleged lack of performance of conduct and the employee has the right to respond to allegations in question and has this response duly noted on his file.
- f) After a period of 6 months of improved performance of conduct then these warnings will be null and void.



26. Agreement to be displayed

Copies of the Award shall be displayed in places readily visible and accessible to all parties covered by this Award.

27. Electronic Funds Transfer

In accordance with company practice the parties agree that Employees will be paid by Electronic Fund Transfer.

28. Not to be used as a precedent

This award shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise other than Metropolitan Fire Services Pty Ltd Sydney Branch.

29. Performance Measurement

An integral part of this Award is the requirement for the parties to develop and utilise productivity and efficiency indicators to be able to continually improve performance and the company's market position.

These indicators by agreement can include:-

- (a) Lost Time
- (b) Waste
- (c) Rework
- (d) Plant and Equipment Life
- (e) QA Non-Conformances
- (f) Customer Complaints
- (g) Absenteeism
- (h) Program vs Actual Time Comparisons



30. Wet Weather Procedure

In the event of wet weather, work in the open will continue until the particular work in hand can no longer be done safely and efficiently.

Whilst it is raining, employees will be required to:

- Continue to work under cover or relocate to alternative work under cover, on site.
- Obtain materials and services for men working under cover where there is only minimal exposure to inclement weather.
- When required, perform emergency and safety work. In addition, work on unexpected breakdowns which can be corrected in a limited time duration.

The employer shall provide personal wet weather clothing as necessary. Such clothing will remain the property of the Company and it is the employee's responsibility to take reasonable care of the clothing and return it.

Should a portion of the project be affected by wet weather, all other employees not so affected shall continue working in accordance with award conditions, regardless that some employees may be entitled to cease work due to wet weather.

It is agreed by the parties that prior to any employee leaving the site due to inclement weather, consultation shall take place between the affected employees and Metropolitan Fire Services Pty Ltd Sydney.

This procedure will not affect the parties right and responsibilities of the Occupational Health and Safety Act 1989.

ENTERPRISE AGREEMENT – FIRE ALARMS

GRADE G1



- **DESCRIPTION/DUTIES**

- **FIRE ALARM WORKER**
COMMISSIONING TECHNICIAN

- The person shall be required to carry out commissioning of all projects under his supervision without support from a Designer or Project Manager.
- The person must have a firm understanding of AS1670, AS2220 and AS1668.
- The person shall be capable of installing and directing others in the installation of Fire Alarm and EWIS.
- The person shall be capable of directing others in “Fault Finding” procedures.
- The person shall be capable of programming Addressable and Conventional Systems.
- The person will accept full project management and design responsibility of a major project.

ENTERPRISE AGREEMENT – FIRE ALARMS

GRADE G2

- **DESCRIPTION/DUTIES**

- **>FIRE ALARM WORKER**
SUPERVISORY/TECHNICAL

- The person must be capable of and carry out the installation of Electrical and Fire Alarm Life Safety Systems without input from a foreman.
- The Supervisory employee's role is to provide support to both the foreman and project manager by supervising more than their own project.
- The person would be required to organise other employees on their project as well as other employees on projects on which they are not working.
- The person shall be responsible for organising materials, equipment and Plant for the site, in most cases through suppliers.
- The person shall be required to prepare programs for major projects and ensure that these programs are met.
- The person shall be required to provide estimates of time and quantities of materials required in order to price variations to the work.
- The person shall attend site meetings as required and provide a back-up role should the Foreman be on Leave, Sick or similarly indisposed for any time period.
- The person must have a firm understanding of AS1670, AS2220, AS1668 and the Building Code of Australia.
- The person shall be capable of installing Fire Alarm and EWIS Systems ready for commissioning. The person shall have hands on project experience on all of the above systems.
- The person shall be capable of "fault finding" all of the above systems down to individual component level.
- The person shall be capable of directing others in "Fault Finding" procedures.
- The person shall be required to perform Program changes to Conventional and Addressable Systems.
- The person shall be capable of modifying Circuit Boards and Fire Panel hardware, with either verbal direction or schematic diagram information being provided by a Designer or the Manufacturer.



**ENTERPRISE AGREEMENT – FIRE ALARMS
GRADE 3**

• **DESCRIPTION/DUTIES**

➤ **FIRE ALARM WORKER
SUPERVISORY/TECHNICAL**

- The person must be capable of, and carry out the installation of electrical and Fire Alarm Life Safety Systems with minimum supervision.
- The person must have a firm understanding of AS1670 and AS2220.
- The person must be capable of selecting the correct type of Fire Detector or Speaker for the hazard and environment in which the unit is to be installed.
- The person shall be capable of installing Fire Alarm and EWIS Systems, ready for commissioning without direct supervision. The person shall have hands on project experience on all of the above systems.
- The person shall be capable of “fault finding” on all of the above systems down to printed circuit board level.
- The person shall be capable of programming Conventional Fire and Evacuation Systems.
- The person will be required to organise other employees on the site with regard to their daily work requirements.
- The person shall be responsible for organising materials, equipment and Plant for the site, either through the foreman or direct through suppliers.
- Where the person is working on a major project, the person shall be responsible for co-ordination with other trades and the builder.
- The person shall be capable of directing others in “Fault Finding” procedures.



ENTERPRISE AGREEMENT – FIRE ALARMS

PROBATIONARY



- **DESCRIPTION/DUTIES**

- **> FIRE ALARM WORKER**

- The person must be capable of, and carry out the installation of Fire Alarm Life Safety Systems with minimum supervision.
- The person will be required to work without direct supervision and must be capable of organising themselves and at least one (1) other person.
- The person should be capable of interpreting AS1670 and AS2220.
- The person must be capable of selecting the correct type of Fire Detector or Speaker for the environment in which the detector/speaker is to be installed.
- The person must be capable of installing Fire Alarm and EWIS Systems with limited supervision by a Grade 3 or higher.

TRADES ASSISTANT

- An employee engaged in assisting a Fire Alarm installer for day to day duties.

APPENDIX 1

1st October 1998

Contract Classification	All Purpose Hourly Rate	Daily Average Excess Fares Allowance	Daily Average Excess Travel Time	Total Weekly Rate
Trade Assistant	15.00	8.00	10.20	634.40
Probationary	16.74	8.00	12.00	736.12
Fire Alarm Worker G3	17.50	8.00	12.00	765.00
L/H Fire Alarm Worker G2	18.53	8.00	12.00	804.14
Fire Alarm Worker G1	19.64	8.00	12.00	846.32
Apprentices				
Indentured 1st Year	6.75	8	4.84	320.70
Indenture 2nd Year	8.92	8	6.37	410.81
Indenture 3rd Year	12.37	8	8.88	554.46
Indenture 4th Year	14.12	8	10.13	627.21



1st February 1995

Contract Classification	All Purpose Hourly Rate	Daily Average Excess Fares Allowance	Daily Average Excess Travel Time	Total Weekly Rate
Trade Assistant	15.53	8.00	10.40	682.14
Probationary	18.17	8.00	11.40	787.46
G3	19.00	8.00	12.00	822.00
G2	20.12	8.00	12.00	864.56
G1	21.33	8.00	12.00	910.54
Apprentices				
Indentured 1st Year	7.33	8	4.84	342.74
Indenture 2nd Year	9.68	8	6.37	439.69
Indenture 3rd Year	13.43	8	8.88	594.74
Indenture 4th Year	15.33	8	10.13	673.19



APPENDIX 2



GRIEVANCE/DISPUTES SETTLEMENT PROCEDURES

- 1.1 It is the basic intention of the parties to eliminate, by direct negotiation and consultation between them, any dispute or grievance which is liable to cause a stoppage or other form of ban or limitation upon the performance of work.
- 1.2 **Grievance/Dispute Procedure**
 - 1.2.1 The parties to this procedure undertake that when a matter is in dispute, or a matter arises which is likely to cause a dispute for any reason whatsoever (other than matters for which separate procedures are set down in this agreement), the following procedures shall be followed.
 - 1.2.2 The parties agree that direct action will not be taken by any party in a dispute situation until a seven day cooling-off period has been observed. The parties shall implement the status-quo that existed prior to the dispute during the seven day period.
 - 1.2.3 Other than disputes or grievances caused by safety issues, work shall continue without interruption whilst the Union representative and/or official discusses the dispute with the employer and both parties shall attempt to reach agreement as quickly as possible.
 - 1.2.4 In these discussions, the Union representative may seek the advice and assistance of an official of his/her Union, and the employer may seek the advice and assistance of his/her Employer Association.
 - 1.2.5 Should the discussions fail to settle the dispute, the Union representative and/or official involved, shall notify his/her State Secretary, and the employer involved may notify the appropriate Employer Association of the dispute. A conference shall then be convened as soon as possible to resolve the dispute.
 - 1.2.6 If the dispute has been officially referred to the applicable Employer Association and the State Secretary of the Union, immediate discussions will take place between the officers of the Employer Associations and the Union with a view to settling the dispute as quickly as possible.
 - 1.2.7 Failing a satisfactory settlement being achieved following the discussions outlined above, the dispute shall be referred to the NSW L.R. Commission for conciliation or arbitration.
 - 1.2.8 Notwithstanding anything contained in the previous seven paragraphs the respondents shall be free to exercise their rights if the dispute is not resolved within seven days.

APPENDIX 3

CONSULTATIVE MECHANISM GUIDELINES



1. **Minimum Requirements**

Consultative Committees will be established within the company

2. **Equal Representation**

The Consultative Committee shall consist of equal numbers of representatives of the employer and employees (maximum number 3 from each side).

3. **Representatives**

The employer representatives must be approved by the employer. The employee representative must be elected by the employees at a meeting convened by the union.

4. **Meetings**

Meetings shall be held as required, but in any case no less frequently than every six months. All meetings shall be convened by the Chairperson/Secretary.

5. **Quorum**

A quorum shall consist of not less than 2 from each side.

6. **Agenda**

The agenda is to be prepared and distributed by the Chairperson/Secretary to all Committee members (and where requested, to the office of the Union) at least five (5) working days prior to meeting where possible. Any Committee member may submit agenda items. Management members shall submit as agenda items all matters which may impact upon workers at the conceptual stage of management consideration.

Appropriate information shall be provided with each agenda item submitted. Agenda items may be raised for next meeting whilst a meeting is in progress.

Issues of importance but not noted on the finalised agenda can be raised at the meeting.

Provision shall be made available within the agenda to review decisions made at previous meetings to see if they have been acted upon, what progress is being made and who was responsible for acting upon the decision.

7. Recording Minutes

Minutes shall be circulated to Committee members for verification prior to the next meeting. Every effort shall be made to have the minutes publicised within 5 working days of the meetings. A copy of the minutes to be sent to the State Secretary of the Union

The minutes shall include:

- Attendance at the meeting
- Summary of the issues and alternatives with brief support arguments.
- Decisions made and the time frame for implementation of decision and who is responsible for acting on those decisions.
- Time frame for consideration of deferred decisions.



8. Report time and report back

Union members of the Committee shall have adequate time and access to employees prior to the Committee meeting where they consider it necessary to prepare their response and input to agenda items. Following committee meeting to report back, when necessary on issues discussed.

9. Discrimination

Management shall not dismiss a worker in their employment or alter their position to their detriment by reasons of the fact that the worker is a member of, or has an interest in the Consultative Committee.

10. Rights and Duties of Committee Members

All members of the Committee undertake to carry out their duties in a responsible and honest manner in the spirit of the agreement.

- To attend the meeting.
- To forward apologies to the Chairperson if unable to attend.
- To come to the meeting prepared, having read the minutes of the previous meeting.
- To study the agenda beforehand and be prepared with notes to make contributions briefly, clearly and perhaps with illustrations on matters affecting them or those they represent.
- To communicate with constituents to establish their views and opinions.
- To represent the view and opinions of those people they represent and not just their own.
- To speak on the basis of the facts presented and not on the basis of preconceived ideas not based on facts.
- Encouraging and assisting constituents to submit agenda items.
- Providing explanations of items recorded in the minutes.
- To report back to constituents on Committee business

12. Paid time available to Committee Members

The Company employee representatives on the Committee shall be entitled to paid time at the appropriate rate to:

- attend committee meetings
- report back to Members
- to attend to other Committee business by agreement with management

13. Training of Committee Members

The Company employee representatives shall be entitled to reasonable paid time to attend training courses approved by the committee.



14. Decision Making Process of the Committee

All decisions made by the Committee will be acted upon by both the management and the employees/Union.

The Committee shall reach decisions by consensus only.

15. Dispute Settlement Procedure

The dispute settlement procedure provided for in the body of this award shall apply to any disputes which affect the Committee.

SIGNATORY PAGE



Signed by: _____

For and on behalf of
Metropolitan Fire Services Pty Ltd

Date: 29/10/98

Signed by: _____

For and on behalf of
The Electrical Trade Union of Australia
(NSW Branch)

Date: 17.11.98