REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA07/14

<u>TITLE:</u> <u>NSW Fire Brigades Maintenance and Miscellaneous Staff</u> Enterprise Agreement 2007

I.R.C. NO: IRC7/965

DATE APPROVED/COMMENCEMENT: 15 June 2007 / 15 June 2007

TERM: 12

NEW AGREEMENT ORVARIATION:Replaces EA05/76.

GAZETTAL REFERENCE: 20 July 2007

DATE TERMINATED:

NUMBER OF PAGES:

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by the New South Wales Fire Brigades located at Level 11, 227 Elizabeth Street, Sydney NSW 2000, who are employed in any one of the classifications listed in Schedule A of this agreement, 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 2007

NSW FIRE BRIGADES MAINTENANCE AND MISCELLANEOUS STAFF ENTERPRISE AGREEMENT 2007

INDEX

Clause	Description
1	m· (1
1.	Title
2.	Definition
3.	Intentions
4.	Workplace Reform Program
5.	Rates of Pay and Allowances
6.	Allowances
7.	Salary Sacrifice to Superannuation
8.	Pay Arrangements
9.	Multi-Skilling
10.	Rostered Days Off
11.	Annual Leave
12.	Apprentice Tool Loan
13.	Fire Equipment Allowance
14.	Supplementary Labour
15.	Union Subscriptions
16.	Grievance and Dispute Resolution Procedures
17.	Savings of Rights
18.	Relationship to Act / Awards
19.	Anti-Discrimination
20.	Comparison Analysis
21.	Area, Incidence and Duration
22.	Declaration

SIGNATORIES

SCHEDULE A	Rates of Pay
------------	--------------

SCHEDULES B & C Allowances

Clause 1. TITLE

This Agreement shall be known as the <u>NSW Fire Brigades Maintenance and Miscellaneous Staff</u> <u>Enterprise Agreement 2007</u>

Clause 2. DEFINITIONS

"Agreement"	means this Enterprise Agreement.		
"Award"	means the Fire Brigades (Maintenance, Construction and		
"Commissioner"	Miscellaneous Staff) Award, as varied. means the Commissioner of the New South Wales Fire Brigades holding office as such under the <i>Public Sector Employment and Management Act 2002</i> .		
"Department"	means the New South Wales Fire Brigades.		
"Director of Public Em	ployment'' (DPE) means the employer for industrial purposes pursuant to the <i>Public Sector Employment</i> and Management Act 2002.		
''Employee''	means all persons who are permanently or temporarily employed under the <i>Public Sector Employment and Management Act 2002</i> 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.		
"Fire Vehicle Repairer'	' this classification is an amalgamation of the following classifications: Automotive Electrical; Motor Mechanic; Painter (Vehicle); Fitter and Body Maker. Each of the individual classifications receive an appropriate tool allowance in addition to the wage for a Fire Vehicle Repairer		
"Skilled Trades Award	" means the Crown Employees (Skilled Trades) Award.		
''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 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.

Clause 5. RATES OF PAY AND ALLOWANCES

5.1 Subject to the provisions of *Clause 21, 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 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.
- 6.4 An employee covered under this agreement engaged for more than half of one day or shift, on duties carrying a higher rate than employee's ordinary classification or entitling the employee to a Team Leader allowance, shall be paid the higher rate or allowance, as the case may be, for such day or shift. If for less than one half of one day or shift, the employee shall be paid the higher rate or allowance, as the case may be, for the time so worked; provided that if an employee is required to act as Team leader at the commencement of a day or shift, the employee shall be paid the appropriate allowance for the whole of such day or shift.
- 6.5 Higher Graded Pay Employees covered under this agreement, who are engaged on duties in a classification appearing in the Crown Employees (Public Sector Salaries 2007) Award, or successor, carrying a higher rate than the employee's ordinary classification, will be paid a higher duties allowance on a day by day basis (regardless of how many days such employee was acting in the higher graded position). This includes an employee who is on-call on a Saturday or Sunday, that is, the higher duties allowance is payable whilst on-call on a weekend. Such higher duties allowance is payable at 7 hours per day only.
- 6.6 An Authorised Heavy Vehicle Inspectors allowance is paid to employees covered under this agreement who have successfully completed the Roads and Traffic Authority training course and therefore have been issued with a Heavy Vehicle Inspectors Number. The Heavy Vehicle Inspectors allowance is provided for in Schedule B of this agreement and is paid on a daily basis. The allowance is paid irrespective of the number of inspections undertaken. There is no allowance payable per each inspection undertaken. This allowance is subject to incremental adjustment linked to percentage increases in adjustments to rates of pay.
- 6.7 An On Call Allowance is paid to employees covered under this agreement who are working On Call as part of the normal roster or have been directed to work On Call. The On Call roster requires employees to be on call for 7 days per week outside normal work hours. Minimum payment for emergency recall to duty shall be for four hours at appropriate penalty rates. The On Call allowance is provided for in Schedule B of this agreement and is paid on a daily basis with rate variation between normal work days, week-ends and public holidays. This allowance is subject to incremental adjustment linked to percentage increases in adjustments to rates of pay.

Clause 7. SALARY PACKAGING ARRANGEMENTS, INCLUDING SALARY SACRIFICE TO SUPERANNUATION

- 7.1 The entitlement to salary package in accordance with this clause is available to:
 - 7.1.1 permanent full-time and part-time employees;
 - 7.1.2 Temporary employees, subject to the Department or agency's convenience; and
 - 7.1.3 casual employees, subject to the Department or agency's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 7.7.
- 7.2 For the purposes of this clause:
 - 7.2.1 "salary" means the salary or rate of pay prescribed for the employee's classification in Schedule A- Rates of Pay of this agreement, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - 7.2.2 "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- 7.3 By mutual agreement with the Director of Public Employment (DPE), an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
 - 7.3.1 a benefit or benefits selected from those approved by the DPE; and
 - 7.3.2 an amount equal to the difference between the employee's salary, and the amount specified by the DPE for the benefit provided to or in respect of the employee in accordance with such agreement.
- 7.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 7.5 The agreement shall be known as a Salary Packaging Agreement.
- 7.6 Except in accordance with subclause 7.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the DPE at the time of signing the Salary Packaging Agreement.
- 7.7 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
 - 7.7.1 paid into the superannuation fund established under the *First State Superannuation Act* 1992; or
 - 7.7.2 where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - 7.7.3 subject to the Department or agency's agreement, paid into another complying superannuation fund.

- 7.8 Where the employee makes an election to salary sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 7.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
 - 7.9.1 Police Regulation (Superannuation) Act 1906;
 - 7.9.2 Superannuation Act 1916;
 - 7.9.3 State Authorities Superannuation Act 1987; or
 - 7.9.4 State Authorities Non-contributory Superannuation Act 1987,

the employee's Department or agency must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.

- 7.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 7.9 of this clause, the employee's Department or agency must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department or agency may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 7.11 Where the employee makes an election to salary package:
 - 7.11.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - 7.11.2 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 agreement or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee in Schedule A Rates of Pay of this agreement if the Salary Packaging Agreement had not been entered into.
- 7.12 The DPE may vary the range and type of benefits available from time to time following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 7.13 The DPE will determine from time to time the value of the benefits provided following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

Clause 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.

Clause 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 reallocation 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.

Clause 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.

Clause 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 Annual Leave shall be taken in accordance with the roster as in 11.3. With the following exceptions:
 - 11.2.1 Where an employee is taking Personal Carers leave in line with the provisions of the award.

- 11.2.2 Where an employee can give 5 working days notice when not on a rostered on call position or the Lube Service Vehicle and the minimum staffing levels can be maintained.
- 11.2.3 Where an employee can organize a shift swap if they are rostered on call or on the Lube Service vehicle provided minimum staffing levels can be maintained.
- 11.3 Annual Leave shall be taken in block periods, the shortest of which not being less than five (5) sequential working days in duration. The block periods shall, in any one year, comply with one of the formats outlined as follows:
 - 11.3.1 one block period of four weeks duration; or
 - 11.3.2 one block period of three weeks duration followed later by one block period of one weeks duration; or
 - 11.3.3 one block period of one weeks duration followed later by one block period of three weeks duration; or
 - 11.3.4 one block period of two weeks duration followed later by another one block period of two weeks duration; or
 - 11.3.5 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.

Clause 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.

Clause 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.

Clause 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 temporary and;
 - 14.2.1 arranged through or with an Employment Agency of bona-fide contractors; or
 - 14.2.2 in accordance with the provisions of the *Public Sector Employment and Management Act* 2002.
- 14.3 It is not the Department's intention to use supplementary labour as an alternative to filling vacant permanent positions.

Clause 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.

Clause 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 Commissioner.
- 16.5 The Commissioner may refer the matter to the DPE for consideration.
- 16.6 If the matter remains unresolved, the Commissioner 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 Commissioner 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 DPE 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.

Clause 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.

Clause 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.

Clause 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."

Clause 20. COMPARISON ANALYSIS

The parties to this Agreement will undertake during the term of the Agreement, a wages comparison between the classifications expressed within this Agreement and similar or comparable classifications in other New South Wales public sector agencies.

Clause 21. AREA, INCIDENCE AND DURATION

- 21.1 This Agreement rescinds and replaces the NSW Fire Brigades Maintenance and Miscellaneous Staff Enterprise Agreement July 2004-July 2006.
- 21.2 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.
- 21.3 It shall take effect on and from 30 June 2007 and shall remain in force until 30 June 2008. It shall not apply to any person who resigned or whose services were terminated prior to the date of effect.
- 21.4 The parties agree to commence negotiations on a new Enterprise Agreement three months prior to the expiry of this Agreement.

Clause 22. DECLARATION

- 22.1 The Parties, namely:
 - * Director of Public Employment (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 ONTHE _____ TH DAY OF _____ 2007

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

WITNESS

(Signed for and on behalf of) the **NEW SOUTH WALES FIRE BRIGADES** by the Commissioner.

WITNESS

the AUTOMOTIVE, FOOD, METALS, ENGINEERING, PRINTING AND KINDRED INDUSTRIES UNION, NEW SOUTH WALES BRANCH by

WITNESS

ELECTRICAL TRADES UNION OF AUSTRALIA, NEW SOUTH WALES BRANCH by

WITNESS

SCHEDULE A - RATES OF PAY

	1/07/2006	1/07/2007
	4%	4%
COMMUNICATION SECTION	\$Per Week	\$Per Week
Electronic Technician		
- 1st year	984.80	1024.20
- 2nd year	1014.50	1055.10
- 3rd year	1032.60	1073.90
- 4th year	1054.40	1096.60
Instrument Maker	870.40	905.20
Radio Mechanic	831.10	864.30
Telephone Mechanic	831.10	864.30
Electronic Tradesperson	954.50	992.70
Electrical Mechanic	831.10	864.30
Trades Assistant	667.60	694.30

	1/07/2006	1/07/2007
	4%	4%
FLEET SECTION	\$Per Week	\$Per Week
Fire Vehicle Repairer		
- 1st Year	842.00	875.70
- Thereafter* (Rate = 1st Year + FEA)	898.50	934.50
Trades Assistant	644.00	669.80

*(inclusive of the Fire Equipment Allowance after 12 months continuous service)

	1/07/2006	1/07/2007
	4%	4%
APPRENTICES#	\$Per Week	\$Per Week
- 1st year	337.10	350.60
- 2nd year	443.10	460.80
- 3rd year	567.80	590.50
- 4th year	654.80	681.00
Adult	654.80	681.00

(After 12 months continuous service an apprentice receives the (Non Trades Staff) Fire Equipment Allowance. The rates expressed above are NOT INCLUSIVE of the allowance)

Increases shall apply on and from the beginning of the first pay periods to commence on or after the dates expressed in the tables.

SCHEDULE B - ALLOWANCES

	1/07/2006	1/07/2007
	4%	4%
Team Leader Allowance (per week)	126.50	131.60
Technician Allowance (per week)	106.10	110.30
Heavy Vehicle Inspectors Allowance (per day)	1.55	1.61
On Call Allowance - Monday to Friday (per day)	15.10	15.70
On Call Allowance - Saturday, Sunday & Public Holidays (per day)	22.77	23.69

	1/07/2006	1/07/2007
	4%	4%
SPECIAL RATES	\$Per Hour	\$Per Hour
Confined Spaces	0.72	0.75
Dirty Work	0.61	0.63
Height Pay - 7.5 metres	0.64	0.67
Height Pay - every metre beyond	0.19	0.20
Insulation Material	0.61	0.63
Insulation Material - if Silicate	0.72	0.75
Spray Applications	0.61	0.63
Applying Noxious Substances - Epoxy	0.72	0.75
Applying Noxious Substances - Air Conditioning	0.48	0.50
Applying Noxious Substances - Close Proximity	0.59	0.61
Asbestos Eradication	1.99	2.07

Increases shall apply on and from the beginning of the first pay periods to commence on or after the dates expressed in the tables.

Tool Allowance	\$ per week
Bodymaker	24.20 ##
Motor Mechanic	24.20 ##
Painter (Vehicle)	5.80 ##
Panel Beater	24.20 ##
Automotive Electrician	24.20 ##
Electronic Technician	14.40 ##
Instrument Maker	14.40 ##
Radio Mechanic	14.40 ##
Telephone Mechanic	14.40 ##
Fitter	24.20 ##
Electronic Tradesperson	4.40 ##

Apprentices

Motor Mechanic	24.20	##
Automotive Electrician	24.20	##
Fitter	24.20	##
Electronic Technician	14.40	##

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

SCHEDULE C - ALLOWANCES

	1/07/2005	1/07/2006	1/07/2007
	3%	4%	4%
	\$Per Week	\$Per Week	\$Per Week
Fire Equipment Allowance (FEA) - Trades	54.30	56.50	58.80
Fire Equipment Allowance (FEA) - Non Trades	40.80	42.40	44.10

At the completion of 12 months continuous service

This EBA provides for a 3% increase to the FEA allowances backdated to 01/07/05

Meal Allowance	\$ per meal
After 1½ hour overtime Each 4 hours thereafter	10.90 ## 9.10 ##
Travelling Time and Other Fares	\$ per day
Other than Builders' Labourers Employer providing transport	18.40 ## 7.40 ##
Insurance of Tools	

Maximum claim for loss of tools \$1,402.00 ##

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