

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/189

TITLE: Country Fire Services Central Coast, NSW (a Tyco International Company) Portable Fire Equipment Division Certified Agreement for New South Wales 1998

I.R.C. NO: 99/6657

DATE APPROVED/COMMENCEMENT: 22 January 1999

TERM: Expires 1 December 2000

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 14

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees covered by the Metal and Engineering Industry (New South Wales) Interim Award at the Country Fire Services Central Coast NSW, Comserve Close , West Gosford

PARTIES: Country Fire Services Central Coast, NSW -&- The Australian Workers' Union, New South Wales

**COUNTRY FIRE
SERVICES**

CENTRAL COAST

**PORTABLES
DIVISION**

1998 AGREEMENT

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PART A

FORMALITIES

1. TITLE

This Agreement shall be known as the Country Fire Services Central Coast, NSW (a Tyco International Company) Portable Fire Equipment Division Certified Agreement for New South Wales, 1998.

2. PARTIES & PERSONS BOUND

This agreement shall be binding upon:

i) Country Fire Services Central Coast, NSW in respect to its employees who are engaged in the occupations, industries and callings covered by the Metal Industry Award, 199/84, PART 1 and who are eligible to be members of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union whether members of the said organisation or not;

and

ii) Australian Workers Union of Australia and its members thereof employed by the Company in New South Wales.

3. DATE & PERIOD OF OPERATION

This Agreement shall commence from the date of certification and shall remain in force until 1st December, 2000.

The Agreement shall be monitored and reviewed by all parties forming this Agreement to ensure its effective implementation, and that continued efficiencies are gained from the Agreement.

4. RELATIONSHIP TO AWARDS & EXISTING PAY STRUCTURES

The Agreement shall operate in conjunction with all existing awards operating in the Portable Fire Equipment Division of Country Fire Services Central Coast specifically - Metal Industry Award, 1984, Part 1.

In the event of any inconsistency in respect of rates of pay, conditions, allowances and other matters between the award and this Agreement, this Agreement shall take precedence to the extent of the inconsistency.

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5. **AIMS OF THE AGREEMENT**

The objectives of the Agreement are:

- * To create and maintain a profitable, professional, multi-skilled and technically advanced team that leads the industry in supplying and servicing fire protection equipment and training.
- * To carry out the above objective to the highest levels of integrity, reliability and quality possible.
- * To implement a system of reward for the successful performance of the division.
- * To embrace the principles and practices of equal opportunity.

6. **NEW EMPLOYEES**

The parties agree that an employee who is engaged by the employer during the term of this Agreement shall be bound by the Agreement. The new employee shall, as from the date of employment, be entitled to all benefits and be bound by all obligations under this Agreement. And undergo a company induction.

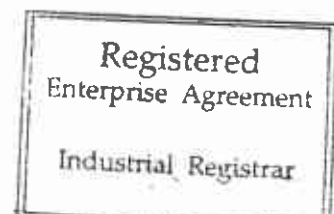
7. **AGREEMENT TO BE DISPLAYED**

All employees bound by this Agreement shall be provided with a copy. The Agreement shall be made accessible to all parties bound by the Agreement by the employer.

8. **JOINT CONSULTATIVE COMMITTEE**

The parties governed by this Agreement shall form a consultative committee which will be made up of the following representatives as required.

- + 2 Service Personnel
- * 1 Management
- * 1 Union Representatives



This committee shall be a forum for open discussion and shall meet at quarterly intervals with additional meeting on an as required basis.

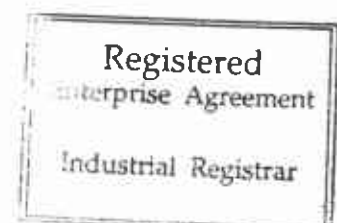
- * A quorum of 3 representatives made up of any of the above shall be necessary for any business to be conducted at J.C.C meetings.
- * Decisions of the meeting will be reached by consensus.
- * The Branch Manager, Country Fire Services, NSW shall have a standing invitation to participate in all committee meetings.

The objective of this committee will be to review all matters detailed in this Agreement affecting the efficiency and productivity of the Portable Fire Equipment Division, and recommend any changes that need to be made to procedures to ensure the objectives of the Agreement are met. All decisions taken by this committee shall be in the best interests of all parties bound by the Agreement and ensure the long term viability of the Portable Fire Equipment Division of Country Fire Services Central Coast.

9. HOURS OF WORK

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.

- 9.1 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 - 9.30am.
- 9.2 All employees employed under this agreement will be at the first job site at their required starting time at continue to perform their required duties for the following 7.6 hours.
- 9.3 All employees employed under this agreement will be entitled to one rostered Day Off/Monthly Cycle taken in line with the Metal Industries Award. All rostered days of will be in accordance with a 3 monthly roster system co-ordinated by the Company management.



10. **TERMINATION OF THE AGREEMENT**

Termination of this agreement will only be done in accordance with section 44 of the Industrial Relations Act 1996.

11. **UNIFORMS/PROTECTIVE CLOTHING**

Upon commencement all employees shall be provided with the following uniforms/protective clothing.

- Two (2) long sleeve or short sleeve shirts.
- Two (2) pairs of trousers or tailored shorts or overalls.
- One (1) pair of boots.
- One (1) jacket or jumper.

Uniforms/protective clothing shall be replaced on a fair wear and tear basis. Employees must wear uniforms/protective clothing at all times during hours of employment. All supplied clothing must be kept clean and ironed so a professional appearance is portrayed to the companies clientele.

12. **THEFT AND DISHONESTY**

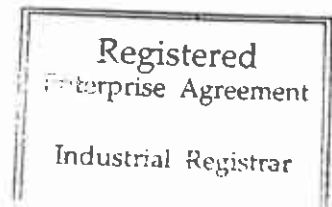
Theft and/or dishonesty will not be tolerated by the Company and may result in immediate dismissal.

13. **MOTOR VEHICLE POLICY**

Each employee with a motor vehicle is required to comply with the Company motor vehicle policy.

14. **COMPANY POLICIES, PROCEDURES AND GUIDELINES**

Each employee will abide by the Company policies, procedures and guidelines as detailed in the employment contract. These may be subject to change from time to time and will be communicated to all employees.



15. **REDUNDANCY**

Upon termination of the redundancy provisions of New South Wales Employment Protection Act, 1982 shall apply.

16. **OCCUPATIONAL HEALTH & SAFETY**

The Company accepts its overall responsibility as an employer in respect of occupational health and safety. In the spirit of this Agreement, it is recognised that everybody at the work place has a responsibility to contribute towards achieving a safe working environment and the use of safe working methods.

Further, the parties are committed to:

- i) The further development and implementation of the Tyco International O.H & S. policy through the consultative process outlined in the Agreement.
- ii) Adherence to applicable State regulations and legislation as a minimum standard of O.H. & S.
- iii) Ensuring that no employee is required to carry out work that is not safe, or is not in a safe environment.
- iv) Ensuring that if any O.H. & S issue is raised in an area, no work proceeds in that area until it is declared safe by the comply safety committee. Where practical, the employees in that area will be relocated to a safe area where productive work can be undertaken.

17. **PRECEDENCE**

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other division, plant or enterprise of Tyco International.

18. **CONFIDENTIALITY**

Parties bound by the Agreement acknowledge the confidentiality of this document and under no circumstances will disclose any part of this Agreement to persons other than those bound by the Agreement, unless they have written consent of the employer or are legally required to disclose its contents.



PART B PERFORMANCE MEASURES

The parties to this Agreement recognise that in order to achieve the objectives of this Agreement it is a requirement of the Joint Consultative Committee develop productivity and efficiency indicators to measure, monitor and improve our overall performance. The performance indicators to be developed by the Agreement are:

19. QUALITY ASSURANCE

The parties are committed to implementation and maintenance of Quality Assurance in accordance with the relevant standards.

- * Measurement of quality level will be obtained through skills audits, numbers or rejects, rework entries in the non-conformance log.
- * Performance shall be audited by co-workers, supervisors and management in all areas of the business.

20. LOST TIME

Through the consultative mechanism established the parties will jointly identify and record delays and lost time. The cause of the potential or actual delays identified will be examined and measures will be developed and put in place to minimise the impact of the potential or actual delays. Records of actual delays, their causes and any action taken to rectify them will be jointly maintained.

21. PRODUCTIVITY & EFFICIENCY

The parties are committed to implement work place practices so as to provide for more flexible working arrangements which improve efficiency and productivity, enhance skills and job satisfaction and assist positively in ensuring that the division becomes more efficient and profitable.

Specially:

- * Waste management
- * Management of our working capital
- * Stock Control
- * Debtors within the guidelines set out in the company policy
- * Review and consolidate service routes.
- * Standardisation of service practices.
- * Equipment upgrade
- * Improved maintenance and accuracy of client records
- * Introduction of new technology, eg. barcoding, computer systems

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22. **COMMUNICATION**

Development an efficient communication system to ensure the timely flow of information between the client, office, field personnel, factory and branch offices. Measured by our:

- * Response to clients needs
- * Response to external customer complaints
- * Response to internal customer complaints
- * Feedback from employees
- * Feedback from clients

23. **TRAINING**

Identify skills required and implement the necessary training so that all employees are competent.

Specifically addressing:

- * The establishment of skill related career paths
- * Effective communication
- * Time management
- * Train the trainer
- * Sales techniques
- * Specialised product training
- * Cross skilling
- * Formal induction procedures
- * Introduction to operating systems, including new technology

The effectiveness of training will be measured through skills audits, to be conducted by Company management.

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24. **GROWTH & DEVELOPMENT OF THE BUSINESS**

All employees bound by the Agreement are committed to the growth and development of the business to ensure its long term viability and stability. This will be achieved by:

- * Marketing the Country Fire Services and Wormald names at trade shows, sign writing on vans and sponsorship
- * Expansion of the client base
- * New products and services
- * Targeting specific market segments
- * Value added sales to our existing clients

Our success will be measured by:

- * Customer enquires generated from marketing efforts
- * The number of new clients
- * The number of leads passed to other departments that are converted to sales
- * The revenue generated from targeting specific markets
- * Output of sales service group

PART C

REMUNERATION

25. **PAYMENT**

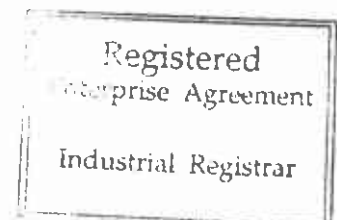
The pay structure for will be in accordance with Schedule I (attached) and shall be read in conjunction with Clause 25. Headed Productivity Payment.

26. **PRODUCTIVITY PAYMENT**

It is agreed that in addition to the payments mentioned in Schedule I an additional 3% bonus payment will be paid to all employees when sales and services benchmarks reach in excess \$91,666.00 per month for the entire sales/service team.

Such payment will be divided equally on a monthly basis.

The consultative Committee will review the benchmark and payment as they meet.



PART D

GENERAL CONDITIONS

27. DISPUTE SETTLEMENT PROCEDURE

The following procedures are designed to assist in the resolution of grievances and disputes by consultation without confrontation or interruption of work.

The employee and the company shall make themselves available for consultation.

The earliest possible advice shall be given on any issue or problem that may give rise to a grievance or dispute.

Resolution of grievances shall generally commence with discussions between the company and the employee.

Throughout all discussions sensible time limits shall be allowed. At any stage of the procedures, the parties may jointly or individually seek the assistance of the Industrial Relations Commission and the union if so elected, which shall endeavour to resolve the issue between the parties by conciliation or arbitration.

Without prejudice to either party, and except where a bona fide safety issue is involved, work shall continue while matters are negotiated in-good faith.

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28. WARNING PROCEDURE FOR EMPLOYEE PERFORMANCE & CONDUCT

The Warning Procedure for all employees covered by the Agreement shall be:-

- a) A verbal warning may be given in the presence of the Company Delegate.
- b) Delegate either in lieu 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, the company delegate and an official of the union.
- 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 27 of the 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 12 months of improved performance and conduct then these warnings will be null and void.
- g) Each employee is required to comply with the Company Conduct and Confidentiality policy as set out in Appendix 4 hereto.

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29. **DECLARATION**

This Enterprise Agreement has been negotiated through extensive consultation between Management, Employees and the Union. The content of the Agreement has been canvassed by all parties. All parties are entering into this Agreement with full knowledge as to the content and effect of the document.

The parties declare that this Agreement:

- * Is not contrary to public interest
- * Is not unfair, harsh or unreasonable
- * Was at no stage entered into un duress, and
- * Reflects the interest and desires of the parties

30. **FUTURE NEGOTIATIONS**

The parties agree to commence negotiations on a new agreement no later than Two (2) months prior to the end of this Agreement.

31. **SIGNATORIES**

Name John Marano Signature: [Signature]

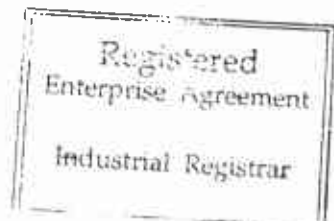
For and on behalf of
Country Fire Services
ACN: 008399004

Witness: [Signature] Date: 8.12.98

Name: R. K. COLLISON Signature: [Signature]

For and behalf of

The Australian Workers' Union
New South Wales.



SCHEDULE 1 - EXTINGUISHER SALES AND SERVICE EMPLOYEE

PAY RATES - 1ST DECEMBER, 1998

Hourly Rates Based on 38 Hour week

\$13.69 per hour..... \$520.22 per week

PAY RATES - 1ST DECEMBER, 1999

Hourly Rates Based on 38 Hour week

\$14.10 per hour..... \$535.58 per week

PAY RATES - 1ST DECEMBER, 2000

Hourly Rates Based on 38 Hour week

\$14.52 per hour..... \$551.87 per week

**ON CALL ALLOWANCE (CARRY PAGER OUT OF HOURS)
ON CALL PERMANENT (7 DAYS) \$30.90 PER WEEK**

