

# ENTERPRISE AGREEMENT

NO. EA 98/145  
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**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA98/145**

**TITLE: Chubb Protective Services (Event Casuals) Agreement 1998**

**I.R.C. NO: 98/1669**

**DATE APPROVED/COMMENCEMENT: 3 April 1998**

**TERM: 36 months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

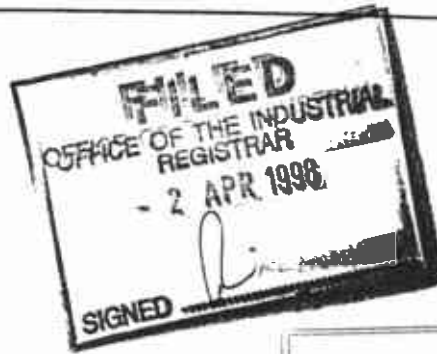
**NUMBER OF PAGES: 12**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: Applies to all employees engaged as casuals at venues or events at the Homebush Bay Olympic Park and associated facilities.**

**PARTIES: Chubb Protective Services -&- The Australian Workers' Union, New South Wales**





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**ENTERPRISE AGREEMENT**

**BETWEEN**

**CHUBB PROTECTIVE SERVICES, A DIVISION OF CHUBB SECURITY  
AUSTRALIA PTY LTD**

**AND**

**THE AUSTRALIAN WORKERS UNION NSW BRANCH**

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Filed with the Industrial Registrar on 2 April, 1998

# CHUBB PROTECTIVE SERVICES (EVENT CASUALS) AGREEMENT 1998

## 1. TITLE

This agreement shall be known as the Chubb Protective Services (Event Casuals) Agreement 1998.

## 2. ARRANGEMENT

### Clause No.

### Subject

#### PART A

1	Title
2	Arrangement
3	Definitions
4	Application
5	Period of Operation
6	Rates of Pay
7	Skill Level Definitions
8	Terms of Engagement
9	Rostering (Ordinary Hours)
10	Meal Breaks and Allowances
11	Payment of Wages
12	First Aid Allowance and Laundry Allowance
13	Amenities
14	Disciplinary Procedure
15	Disputes Procedure
16	Signatories to the Agreement

#### PART B

- Monetary Rates Table 1
- Other Rates and Allowances Table 2

## 3. DEFINITIONS

- (a) "The Company" - shall mean Chubb Protective Services, a division of Chubb Security Australia Pty Ltd ACN No. 003 605098, 149-155 Milton Street, Ashfield NSW.
- (b) "The Union" shall be the Australian Workers' Union, New South Wales.
- (c) "Ticketing Operations" shall mean all aspects of the operation of the Company relating to the sale of tickets at venues or events where this agreement operates, however, shall not include cash security functions relating to the transfer of money, or in regard to the operation of paid parking facilities.

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- (d) "Venue or Events" shall mean venues in or about the Homebush Bay Olympic Park or associated facilities at Eastern Creek or Penrith, at which agricultural shows, exhibitions, sporting events or live entertainment are staged.
- (e) "Casual" shall be an employee engaged and paid as such.
- (f) "Admissions Officer" shall mean an employee who is not required to be licensed under the Security Industry Protection Act 1985 or its successor legislation and shall mean an employee who grants admission/entry into an event or a venue through either the purchasing/collection of a ticket or through the presentation of a pre-purchased ticket.
- (g) "Usher" shall mean an employee who is not required to be licensed under the Security Industry Protection Act 1985 or its successor legislation and is employed to advise and direct members of the general public on their seat allocation.

#### 4. APPLICATION

- (a) This agreement is binding upon Chubb Protective Services, a division of Chubb Security Australia Pty Ltd ACN No. 003 605 098, "the Company", and the Australian Workers' Union, New South Wales, "the Union", representing their members, employees of the Company, in respect to employment conditions and rates of pay for the Company's employees.
- (b) This agreement shall only apply to employees engaged as casuals at venues or events at the Homebush Bay Olympic Park and associated facilities.
- (c) This agreement shall not apply to employees primarily engaged in relation to cleaning, security, paid parking, childcare, food, beverage or catering services who come under the constitutional coverage of the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Division, New South Wales Branch.
- (d) The terms and conditions of employment of employees covered by this agreement will stand fully in place of those contained in any previous award having application to the company's activities.

#### 5. PERIOD OF OPERATION

This agreement shall come into operation on 2 April, 1998 and shall remain in force for a period of three years.

#### 6. RATES OF PAY

- (a) The rates of pay in this agreement take into account structural efficiency changes and safety net wage increases resulting from the various State Wage Case

decisions as well as productivity based working conditions and work practices. Rates of pay include a loading in lieu of penalty rates on Saturdays, Sundays and public holidays and payment for all allowances, except where otherwise provided for in this agreement.

- (b) The casual hourly rates contained in Table 1 of this agreement include a special loading which stands in place of and is intended to compensate for any entitlement to annual leave, sick leave, public holidays and long service leave.
- (c) Separate rates of pay will apply to all employees for the period of the Royal Easter Show as per the roster and are indicated as the "Show Rate" as set out in Table 1. These rates include a special loading which stands in place of, and is intended to compensate for, all penalty rates, including work on Saturdays, Sundays and public holidays and for all overtime and allowances. The "Show Period" is defined as: "that time over which the Royal Easter Show is conducted."
- (d) **Wage Rate Schedule:**
- (i) Rates of pay for adult employees are as set out in Table 1 - Rates of Pay, of Part B, Monetary Rates.
- (ii) Junior Administration Employees will be paid as follows:
- |                       |                                    |
|-----------------------|------------------------------------|
| Under 17 years of age | 40 per cent of Skill Level 3 rate. |
| At 17 years of age    | 50 per cent of Skill Level 3 rate. |
| At 18 years of age    | 60 per cent of Skill Level 3 rate. |
| At 19 years of age    | 70 per cent of Skill Level 3 rate. |
| At 20 years of age    | 80 per cent of Skill Level 3 rate. |
- (e) An employee who is required to perform work, for a temporary period, at a higher skill level than that which is normally performed will be paid at the appropriate higher wage rate whilst performing such duties, provided that the work so performed extends beyond two hours.
- (f) The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act, 1992*, the *Superannuation Guarantee Charge Act, 1992*, the *Superannuation Industry (Superannuation) Act, 1993*, the *Superannuation (Resolution of Complaints) Act, 1993* and s 24 of the *Industrial Relations Act, 1996 (NSW)*. This legislation as varied from time to time, governs the superannuation rights and obligations of the parties.

## 7. SKILL LEVEL DEFINITIONS

### A. Operational

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**Skill Level 1:** Employees at this level work under direct supervision and perform only routine duties covering simple manual or mechanical tasks. Such employees must demonstrate effective skills in interpersonal communication, basic literacy and numeracy and follow Company procedures as directed.

**Skill Level 2:** Able to perform tasks at Operational Skill Level 1 if and when required. Employees at this level work under regular supervision. Such employees must demonstrate skill and competence in interpersonal communication and customer relations, occupational health and safety, control of emergency situations and follow Company policy and procedure as directed.

Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those performed by: admissions officer, information assistant, usher, ring official, scoreboard attendant, stores assistant, first-aid attendant.

**Skill Level 3:** Able to perform tasks at Operational Skill Levels 1 or 2 if and when required. Works under routine supervision with intermittent checking, although may exercise some autonomy when working in a team. Employees at this skill level must demonstrate skill and competency in problem solving, interpersonal and customer relations, routine administrative procedures, security procedures and, where appropriate, cash handling.

Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those performed by: ticket seller, guest relations officer, wardrobe assistant, make-up assistant, retailing assistant, kiosk attendant (excluding food, beverage or catering services), scoreboard operator.

**Skill Level 4:** Able to perform tasks at Operational Skill Levels 1, 2, 3 or 4 if and when required. Works under limited supervision. Additional competencies and skills include an applied knowledge of the operation and technical systems for safe, effective and efficient operation of the person's area of expertise in accordance with statutory requirements and Company policies and procedures. A trade or other appropriate formal qualification may be required.

Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those performed by: booking clerk, sound/lighting operator, projectionist, audio-visual technician, store person, camera person.

**Skill Level 5:** Able to perform appropriate skills at Operational Skill Levels 1, 2, 3 and 4, train and supervise employees under their control and perform the appropriate administrative and operational functions in accordance with Company policy and procedure and statutory requirements. Employees at this level work under limited supervision.

Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those performed by: assistant theatre manager, area supervisor (other than security).

**Skill Level 6:** Within specific areas of technical expertise, provides training supervision and technical direction to employees under their control. Exercises discretion and judgement under general direction within parameters established by management.

Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those performed by: wardrobe supervisor.

**Skill Level 7:** Within specific areas of technical expertise, provides training supervision and technical direction to employees under their control. Exercises discretion and judgement under general direction within parameters established by management.

Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those performed by: lighting and sound supervisor, box office/ticket selling supervisor.

**Skill Level 8:** Works under broad guidance consistent with Company objectives. Responsible for the planning and management of the work of other individuals and teams. Requires application of advanced management skills to ensure objectives are formulated and achieved.

A typical function at this level would include: theatre manager.

## **B. Administrative**

**Skill Level 1:** An adult employee who works under direct supervision and, for the major part of the time, performs routine or repetitive clerical duties involving the application of clearly prescribed standard practices which require the exercise of limited discretion.



Without limiting this definition, examples of the type of work performed at this level include, but are not necessarily restricted to: checking figures, matching documents, sorting or filing papers, handling mail, relief switchboard operator, operation of photocopy and facsimile machines.

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**Skill Level 2:** An adult employee who works under general supervision performing clerical duties which involve the exercise of some initiative and minor decision making within a regular work routine, and/or operates a switchboard for the major part of the time, and/or is employed as a typist or word processor operator who does not fall within the definitions of Administrative Skill Levels 5 or 7.

**Skill Level 3:** An adult employee who performs clerical tasks at a higher level of skill than Administrative Skill Level 2, performs complex word processing and computer skills and who does not fall within the definitions of Administrative Skill Levels 5 or 7.

Without limiting this definition, examples of the type of work performed at this level include, but are not necessarily restricted to: accounts clerk, cashier.

**Skill Level 4:** An adult employee who works at higher than Administrative Skill Level 3 and possesses the necessary computer skills for performing routine office procedures, exercising initiative and decision making within the scope of the task under general supervision.

Without limiting this definition, examples of the type of work performed at this level include, but are not necessarily restricted to: payroll officer, personnel providing secretarial services to outside organisations.

**Skill Level 5:** An adult employee who is capable of and may perform duties up to and including Administrative Skill Level 4. Works under limited supervision receiving limited instructions relating only to matters of substance in the work assignment (although more detailed instructions may be necessary on occasions). Is regularly required to exercise independent initiative and judgement and possesses a requisite knowledge of office procedures and of the Company's business. May also be required to supervise the work of other clerical employees.

**Skill Level 7:** An adult employee who is capable of and may perform any duties up to and including Administrative Skill Level 5 and is fully competent in his/her work, requires little guidance in the performance thereof, exercises substantial responsibility and

independent initiative and judgement, with a requisite knowledge of office procedures and of the Company's business.

May also be required to accept responsibility for the work of a department or a section or the work of clerical employees engaged in such department or section.



## 8. TERMS OF ENGAGEMENT

- (a) Casual employees will be employed by the hour and minimum of three hours per engagement.
- (b) The Company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training, provided that such duties are not designed to promote de-skilling.
- (c) Despite any other provision of this agreement, the Company is not required to pay wages to any employee for any day on which that employee cannot be usefully employed because of:
  - (i) any strike;
  - (ii) any breakdown of machinery; or
  - (iii) any stoppage of work for which the Company is not responsible.

## 9. ROSTERING (ORDINARY HOURS)

- (a) Rosters will be provided at least seven days in advance. Roster changes given with less than seven days notice will incur a penalty of 50 per cent of the appropriate skill level rate to be applied to any shifts worked for which less than seven days notice has been given; provided that where an employee agrees to less than seven days notice such penalty shall not apply.
- (b) If a changed roster is advised with less than seven days but more than 48 hours notice it will be obligatory for employees to work the roster. If notice is less than 48 hours it will be optional for the employee to work the roster.

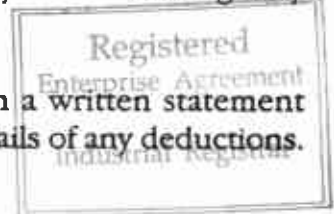
## 10. MEAL BREAKS AND ALLOWANCES

- (a) All casual employees who work for more than five consecutive hours will be entitled to an unpaid meal break of 30 minutes duration, a maximum of 15 minutes of which has been allowed for movement to and from the lunch room, to be taken according to the needs of the operation before six hours have elapsed. However, an employee who works a shift of less than eight hours may elect not to take the meal break. After each subsequent four-hour period from the time of the first entitlement the employee will be given a further meal break under similar conditions.

- (b) Employees who are required to work through a meal break will be paid at the rate of double time for the period when the meal break would have been taken.

#### 11. PAYMENT OF WAGES

- (a) All moneys payable to employees will be paid on Thursday of each fortnight by electronic funds transfer.
- (b) For each pay period the employee will be supplied with a written statement showing how the pay has been made up and including details of any deductions.



#### 12. FIRST-AID ALLOWANCE AND LAUNDRY ALLOWANCE

- (a) An employee who holds an appropriate first-aid certificate and who is appointed by the Company to perform first-aid duties, in addition to ordinary work, will be paid an allowance per day as set out in Item 1 of Table 2--Other Rates and Allowances, of Part B, Monetary Rates, in addition to the wage rate as set out in Table 1--Rates of Pay, of the said Part B.
- (b) Where an employee is provided by the Company with a full Company uniform (including as a minimum, trousers and a shirt) and is required by the Company to maintain that uniform, the Company shall pay to the employee an allowance per day as set out in Item 2 of Table 2--Other Rates and Allowances, of Part B, Monetary Rates, in addition to the wage rate as set out in Table 1--Rates of Pay, of the said Part B.

#### 13. AMENITIES

The Company will provide or arrange to provide facilities for employees to change clothing and a suitable facility for meals, equipped with food heating and tea making facilities.

#### 14. DISCIPLINARY PROCEDURE

- (a) Warnings may be issued by the supervisor of the employee concerned when, in the supervisor's opinion, the employee's behaviour is deemed unacceptable. A written warning should only be issued after the employee has been warned verbally on previous occasions, unless the offence is of a particularly serious nature.
- (b) The establishment of a warning system will not preclude the right of the Company to dismiss an employee without the issue of a written warning.
- (c) The basis of the three-warning system is as follows:
  - (i) An employee whose conduct is deemed unsatisfactory by the supervisor may be given a first written warning.

- (ii) Should no improvement be forthcoming, then a second warning may be issued.
- (iii) A third, or final, warning can be issued if there has been no improvement. If no improvement occurs after the issuing of a final warning then the employee is liable to dismissal.
- (iv) Each warning will remain in force, individually, for two years. An employee issued with a second or final warning will revert back to a first or second warning respectively after the expiration of two years. This allows an employee to improve behaviour.
- (v) All written warnings are to be given in the presence of the employee's nominated representative, if the employee so desires.

## 15. DISPUTES PROCEDURE

- (a) The following procedure will be followed in dealing with any dispute arising out of the operation of this agreement or any matter relating to the employment of personnel covered by this agreement:
  - (i) The employee or employees concerned will discuss the matter with the immediate supervisor or appropriate manager in the presence of the Union delegate if the employee(s) so wish(es).
  - (ii) If the matter is not resolved, it will be brought to the attention of the Project Manager who will attempt to settle the matter by consultation.
  - (iii) If the matter remains unresolved, and the employee so wishes, the Secretary of the Australian Workers' Union, New South Wales Branch (or the Secretary's representative) will be advised, and further discussions will be held in an attempt to settle the matter.
  - (iv) If the above steps are unsuccessful, the matter will be referred to the Industrial Relations Commission of New South Wales for resolution.
  - (v) While the above procedures are being followed, all work will continue normally. If there is a bona fide risk to the safety of employees they will be moved to another part of the work place where there is no risk.

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16. SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of Chubb Protective Services, a division of Chubb Security Australia Pty Ltd

Signed by ..... *[Signature]* ..... Date .. 2/4/98 ..

Witnessed by .... *[Signature]* ..... Date .. 2/4/98 ...  
Justice of the Peace

Signed for and on behalf of the Australian Workers Union, NSW Branch

Signed by ..... *R. K. Kelly* ..... Date .. 2/4/98 ..

Witnessed by ..... *[Signature]* ..... Date .. 2/4/98 ..



PART B

MONETARY RATES

Table 1 - Rates of Pay



Skill Level (as defined)	Regular Casual Rate per hour \$	Show Rate per hour \$
1	15.15	16.43
2	16.30	17.73
3	17.45	18.93
4	18.70	20.33
5	19.85	21.58
6	20.90	22.73
7	21.45	23.33
8	22.60	24.58

Table 2 - Other Rates and Allowances

Item No	Clause No.	Brief Description	Amount \$
1	12	First-aid Allowance	2.00 per day
2	12	Laundry Allowance	2.20 per day