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INDUSTRIAL GAZETTE

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(1129)

SERIAL C8029**PARLIAMENTARY REPORTING STAFF (SALARIES) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Speaker Legislative Assembly of NSW and The President Legislative Council of NSW.

(No. IRC 1065 of 2012)

Before The Honourable Justice Haylen

25 October 2012

AWARD**PART A****1. Arrangement**

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Area, Incidence and Duration
3.	Classifications and Salaries, Adjustments to Rates of Pay
4.	All Incidence of Employment Allowance
5.	Hours of Work
6.	Leave Entitlements
7.	Family and Community Service Leave, Personal/Carer's Leave and Flexible Use of other Leave Entitlements.
8.	Saving of Rights
9.	Anti-Discrimination
10.	Dispute Avoidance and Settling Procedures
11.	No Extra Claims

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - All Incidence of Employment Allowance

2. Area, Incidence and Duration

- (a) This award shall apply to the employees employed in the classifications specified in clause 3 Classification and Salaries.
- (b) This award rescinds and replaces the Parliamentary Reporting Staff (Salaries) Award published 29 June 2012 (372 I.G. 1128).
- (c) This award shall take effect on and from 1 July 2012 and the award will remain in force until 30 June 2013.

3. Classification and Salaries, Adjustments to Rates of Pay

- (a) The classification of positions covered by this award are specified in Table 1 - Salaries of Part B Monetary Rates.
- (b) The minimum salary for employees shall be as set out in Table 1 - Salaries, of Part B, Monetary Rates.
- (c) The payment of increments under the scale of salaries specified in Table 1 shall be subject to satisfactory performance and the approval of the Editor of Debates.

4. All Incidence of Employment Allowance

In addition to the salary rates prescribed in clause 3 Classifications and salaries, employees shall be paid an all incidence of employment allowance as set out in Table 2 - All Incidence of Employment Allowance of Part B Monetary Rates. This allowance is in respect of all incidents of employment in recognition of the special features of Hansard work notably the long hours worked in sitting periods, the level of skills required to be exercised under sometimes extreme difficulties and the stress and pressure placed on the Hansard staff during sitting periods through the requirements of the Parliament. The allowance is to be treated as salary for all purposes. Hansard staff shall, in non-sitting periods, be required to attend for duty each day unless on approved leave or deemed not required at the discretion of the Editor of Debates.

5. Hours of Work

- (a) The working hours of staff and the manner of their recording, shall be as determined from time to time by the Editor of Debates.
- (b) Reporting staff shall, in non-sitting periods, be required to attend for duty each day unless on approved leave or deemed not required at the discretion of the Editor of Debates.
- (c) The Editor of Debates may require a staff member to perform extended hours of duty associated with the sittings of the Houses of Parliament and their Committees, but only if it is reasonable for the staff member to be required to do so. In determining what is reasonable, the staff member's prior commitments outside the workplace, particularly the staff member's family responsibilities, community obligations or study arrangements shall be taken into account. Consideration shall be given also to the urgency of the work required to be performed during extended periods of work, the impact on the operational commitments of the organisation and the effect on client services.
- (d) The Editor of Debates shall ensure that all staff members employed in the department are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

6. Leave Entitlements

- (a) Annual Leave - Reporting staff shall accrue 30 days annual leave each 12 months of service.
- (b) All Reporting Staff working under job-share arrangements are eligible to the leave entitlements which will accrue on a pro-rata basis.
- (c) An amount of leave may be taken, on or pro-rata basis, within the first 12 months of service and during each 12 months of service thereafter, where a sufficient amount of leave has been accrued up to the date upon which the leave is to be taken.
- (d) Except where otherwise provided by this Award, Reporting staff shall be entitled to the same leave entitlements as found in clauses 40, 41, 43, 44, 45, 47, 48, 49, 50, and 51 of the Crown Employees (Parliament House Conditions of Employment) Award 2010 or any replacement thereof.

7. Family and Community Service Leave, Personal/Carer's Leave and Flexible Use of Other Leave Entitlements

7.1 Definitions

The definition of "family" and "relative" for these purposes is the same as that provided in the Standard Clause of the State Personal/Carer's Leave Case (30 August 1996). The person who needs the employee's care and support is referred to as the "person concerned" and is:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 1. 'relative' means - person related to blood, marriage or affinity;
 2. 'affinity' means - relationship that one spouse because of marriage has to blood relatives of the other; and
 3. 'household' means - a family group living in the same domestic dwelling.

7.2 Family and Community Service Leave - general

- (a) The Department Head shall grant to an employee some, or all, of their accrued family and community services leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies in sub clause (b). The Department Head may also grant leave for the purposes in sub clause (c). Non-emergency appointments or duties shall be scheduled or performed outside normal working hours or through approved use of flexible working arrangements or other appropriate leave.
- (b) Family and Community Service Leave replaces Short Leave.

An employee is not to be granted family and community service leave for attendance at court to answer a criminal charge, unless the Editor of Debates approves the grant of leave in the particular case.

7.3 Family and Community Service Leave - entitlement.

- (a) Family and community service leave shall accrue as follows:
 - (i) 2 ½ days in the employee's first year of services;
 - (ii) 2 ½ days in the employee's second year of service; and
 - (iii) one day per year thereafter.
- (b) Family and Community Service Leave is available to part-time employees on a pro rata basis, based on the number of hours worked.

- (c) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discreet, 'per occasion' basis to an employee on the death of a person as defined in Clause 7.1 Definitions above.

7.4 Use of sick leave to care for a sick dependant - general

When family and community service leave, as outlined in subclause 7.3 above, is exhausted, the sick leave provisions under subclause 7.5 may be used by an employee to care for a sick dependant.

7.5 Use of sick leave to care for a sick dependant - entitlement

- (a) The entitlement to use sick leave in accordance with this clause is subject to:
 - (i) the employee being responsible for the care and support of the person concerned, and
 - (ii) the person concerned being as defined in subclause 7.1 Definitions of this clause.
- (b) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under 7.5 (b) above, sick leave accrued from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (d) The Editor of Debates may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in subclause 7.5(c) above.
- (e) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such to require care by another person.
- (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.

The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.

- (g) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (h) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

7.6 Time Off in Lieu of Payment for Overtime

There is no provision for time off in lieu of overtime as clause 4, All incidence of Employment Allowance replaces payment for overtime with an annual allowance prescribed in this award.

7.7 Use of make-up time

- (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or

community service responsibilities, and works those hours at a later time, during the spread of ordinary hours, at the ordinary rate of pay.

- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours for family or community service responsibilities and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.

7.8 Use of other leave entitlements

The Editor of Debates may grant an employee other leave entitlements for reasons related to family responsibilities, or community service by, the employee. An employee may elect, with the consent of the employer, to take:

- (a) recreation leave;
- (b) extended leave; and
- (c) leave without pay.

7.9 Grievance and dispute handling process

In the event of any grievance or dispute arising in connection with any part of the provisions of this determination, such a grievance or dispute shall be processed in accordance with the grievance and dispute handling provisions in clause 11 of this award.

8. Saving of Rights

At the time of the making of this award, no employee covered by this award will suffer a reduction in his or her rate of pay or loss or diminution in his or her conditions of employment as a consequence of the making of this award.

9. Anti-Discrimination

- (i) It is the Intention of the Parties Bound By This Award 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
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award 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 the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) 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.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti- discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

- (v) 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.

10. Dispute Avoidance and Settling Procedures

While the steps in the procedure are being followed, normal working arrangements are to continue. However, if because of the nature of a grievance or dispute it is not possible to maintain normal working arrangements while the procedure is being followed, the Clerks may authorise alternative working arrangements.

Step 1

The employee(s) should advise their supervisor as to the nature of the grievance or dispute, request a meeting to discuss it and state the remedy sought. Where possible, the grievance or dispute should be given to the supervisor in writing.

The supervisor and employee(s) should meet within three working days of the grievance or dispute being lodged, in an attempt to resolve the matter.

If the grievance or dispute is not resolved, proceed to Step 2.

Step 2

A meeting should be held between the employee(s) and, at their request, a union workplace delegate and the Editor of Debates. This meeting should be held within five working days of the conclusion of Step 1.

If the grievance or dispute is not resolved, proceed to step 3.

Step 3

A meeting should be held between the employee(s) and, at their request, a union workplace delegate and paid union official, and the Editor of Debates and one or both Clerks and/or their representatives. The meeting should be held within five working days of the completion of Step 2.

If the grievance is not resolved at this stage, the Clerks will provide a written response to the employee(s) who lodged the grievance or dispute. The response will give reasons why any proposed remedy has not been agreed to or implemented.

If the grievance or dispute is not resolved, proceed to Step 4.

Step 4

If the parties agree, the grievance or dispute may be referred to an independent mediator or arbitrator. At this stage, both parties have the right to refer the matter to the Industrial Relations Commission of New South Wales.

11. No Extra Claims

The parties agree that, during the term of this Award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the Parliamentary Reporting Staff (Salaries) Award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.

The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Award provisions.

PART B**MONETARY RATES****Table 1 - Salaries**

Effective from the first full pay period after:

Classification	1 July 2011 \$	1 July 2012 \$
Reporter		
1st year of service	79,306	81,289
2nd year of service	82,492	84,554
3rd year of service	86,832	89,003
4th year of service	90,424	92,685
5th year of service	93,026	95,352
Senior Reporter	95,786	98,181
Sub Editor	103,188	105,768
Senior Sub Editor	109,335	112,068
Deputy Editor	116,068	118,970

Table 2 - All Incidence of Employment Allowance

All classifications.

1 July 2011 \$	1 July 2012 \$
15,991	16,391

W. R. HAYLEN *J*

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(1598)

SERIAL C8031

**SKILLED TRADES STAFF - DEPARTMENT OF FAMILY AND
COMMUNITY SERVICES - AGEING, DISABILITY AND HOME
CARE (STATE) AWARD 2012**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ageing, Disability and Home Care.

(No. IRC 1098 of 2012)

Before Commissioner Bishop

7 November 2012

AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Interaction with Other Instruments
4.	Hours of Work
5.	Classification Structure
6.	Roll-Up of Allowances
7.	Boiler Attendant Allowance
8.	Thermostatic Mixing Valve Allowance
9.	Dispute Resolution Procedure
10.	Union Subscriptions
11.	Wages and Allowances
12.	School Based Apprentices
13.	Work at Alternative Worksite
14.	Average Disability Allowance
15.	Anti Discrimination
16.	Area, Incidence and Duration
17.	No Extra Claims

PART B

Schedules of Rates of Wages and Allowances

2. Definitions

In this award:

"Department" means Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services

"Union/s" means:

Australian Manufacturing Workers Union and/or

Construction Forestry Mining and Energy Union and/or

Electrical Trades Union of Australia and/or

Plumbing Trades Employees Union of NSW

3. Interaction With Other Instruments

All employee conditions not specified in this award will be in accordance with the Crown Employees Skilled Trades Award, the Public Sector Employment and Management Act 2002 and Public Sector Employment and Management Regulation 2009. To the extent of any inconsistency between the provisions of this award and those other instruments named above, the provisions of this award will apply.

4. Hours of Work

- (i) Local Departmental management and trades staff at each work site may negotiate specific ordinary hours of duty. Any such site agreement will be subject to the following conditions:
 - (a) an average of 38 hours per week worked over a four-week period;
 - (b) optimal staffing levels being maintained at all times to perform required duties;
 - (c) no additional expense such as payment of overtime or employment of casuals;
 - (d) where a nine-day fortnight is negotiated, arrangements are to be at the Department's convenience;
 - (e) if sick leave is taken on the working day prior to or following a rostered day off, a doctor's certificate must be provided; and
 - (f) alterations in start and finish times are to be implemented by agreement.
- (ii) The parties agree to commence negotiations on any proposed variation to existing hours of work within six weeks of the proposal being received from nominated representatives.
- (iii) An employee may be directed by Departmental management to work overtime, provided it is reasonable for the employee to be required to do so. In determining what is reasonable, the employee's prior commitments outside the workplace, particularly their family responsibilities, community obligations or study arrangements, shall be taken into account. Consideration shall be given also to the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services.

5. Classification Structure

- (i) Context:

Trades staff perform, both on a planned and emergency basis, a variety of manual and technical tasks related to preventative and corrective maintenance, the installation of plant and equipment and the renovation and construction of buildings.

Trades staff also ordinarily undertake work which is peripheral and incidental to their base trade so as to complete the whole job or so as to assist other staff complete the whole job.

This Classification structure is designed to reward trades staff who possess, and are required by the Region to regularly provide, skills/knowledge beyond their base trade obligations. It does not reward service alone nor additional skill/knowledge performed at less than a trades standard.

- (ii) Structure:

The following classifications apply:

Pay levels as a percentage of base pay rates are:

Classification	Rate of Pay
Level 1 Tradesperson	Base Rate for relevant Trade
Level 2 Tradesperson	105% of Base Rate for relevant Trade
Level 3 Tradesperson	110% of Base Rate for relevant Trade
Level 4 Tradesperson	115% of Base Rate for relevant Trade

(iii) Definitions of the Classification Levels are as follows:

(a) Level 1 Tradesperson (Base Rate for relevant Trade).

Level 1 is applicable to a tradesperson who has completed an apprenticeship, licence or equivalent and is proficient in the contemporary skills required of a tradesperson in the relevant trade.

Tasks to be performed include those peripheral and incidental to completing the whole job and/or assisting other staff so as to complete the whole job. A tradesperson at this level may be required to supervise or train apprentices on the job.

(b) Level 2 Tradesperson (105% of the Base Rate for the relevant Trade).

Level 2 is applicable to a tradesperson who satisfies the requirements of Level 1 and who is required by the employer to regularly utilise skills/knowledge, additional to that skill/knowledge associated with the individual's base trade, which is gained from or deemed equivalent to that gained from completing 120 hours of learning within approved courses.

(c) Level 3 Tradesperson (110% of the Base Rate for the relevant Trade).

Level 3 is applicable to a tradesperson who satisfies the requirements of Level 1 and who is required by the employer to regularly utilise skills/knowledge, additional to that skill/knowledge associated with the individual's base trade, which is gained from or deemed equivalent to that gained from completing 240 hours of learning within approved courses.

(d) Level 4 Tradesperson (115% of the Base Rate for the relevant Trade).

Level 4 is applicable to a tradesperson who satisfies the requirements of Level 1 and who is required by the employer to regularly utilise skills/knowledge, additional to that skill/knowledge associated with the individual's base trade, which is gained from or deemed equivalent to that gained from completing 360 hours of learning within approved courses.

(e) Charge Hand/Supervisor

A Charge Hand/Supervisor is a person appointed to a Charge Hand/Supervisor position by the Department. Charge Hand/Supervisor positions will be created at the discretion of the Department. A Charge Hand/Supervisor will be allocated ongoing responsibility for the activities of one trade and/or the supervision of one or more trades and its associated staff (including contractors) within the Region and/or all the trades activities and trades staff (including contractors) at a nominated location. A Charge Hand/Supervisor can be required to perform the duties of their trade/s at any time. A Charge Hand/Supervisor may also be nominated as Project Leader on any project in addition to their other responsibilities. The Region is to maintain an up-to-date Position Description for each of its Charge Hand/Supervisor positions.

(f) Project Leader

A Project Leader is a person appointed to a Project Leader position by the Department. Project Leader positions will be created at the discretion of the Department. A Project Leader will be allocated responsibility for all aspects of a substantial refurbishment/construction project. The Project Leader will be able to supervise any staff/contractors working in connection with a project as necessary and will ensure compliance with all relevant specifications and requirements. A Project Leader can be required to perform the duties of their trade/s at any time. The duration of any Project Leader role will be limited to the life of the project. The Region is to provide the Project Leader with an up-to-date Position Description.

(iv) Approved Courses:

For the purpose of this Clause, 'Approved Courses' are TAFE courses and any others that the Department approves. However an Approved Course must relate to the acquisition of new skills/knowledge by the individual, additional to the base trade, and not simply the modernisation or updating of current work practices or methods. Approved Courses will not include personal Workplace Health and Safety related courses, updated inventory or programmed maintenance systems courses, new computer software etc.

(v) Deemed Credited with Approved Course or part thereof:

For Tradespersons who have not successfully completed an Approved Course; The Regional Director or nominee may deem the additional skills/knowledge required to be regularly utilised by a tradesperson to be equivalent to that acquired from successfully undertaking an Approved Course/s or from one or more identifiable modules of an Approved Course. Any such decision requires that the tradesperson in question be credited with hours equivalent to that of the relevant Approved Course/s or modules thereof for progression purposes.

(vi) Regular:

'Regular' for the purposes of this Clause refers to duties/tasks occurring periodically, routinely or which are programmed. Project work and other work occurring randomly, sporadically or irregularly would not be 'regular'. Where tasks are required to be performed irregularly but would, if they were regular, attract a higher classification level, then 'Mixed Functions' allowance should be paid to the higher classification level in accordance with the award. That is, when a Tradesperson is required to perform the additional work irregularly and is qualified to do so, he/she should be paid any applicable higher rate for the period of time the additional skills/knowledge is required to be performed or for the whole shift in accordance with the Mixed Functions Clause of the Crown Employees Skilled Trades Award.

(vii) Trades Standard:

'Trades Standard' for the purposes of this Clause means a quality of work/knowledge equivalent to that reasonably required of a qualified tradesperson in the relevant trade.

(viii) No Double Counting:

The performance of any function reasonably within the scope of employment classification, and/or additional skills performed at less than a trades standard and/or for which payment of an allowance or additional remuneration is already provided do not count for translation, appointment or progression purposes.

(ix) The Department to Decide its Requirements:

The Department is to decide which and how many trades staff will be regularly required to use the additional skills/knowledge attracting higher rates of pay. In reaching that decision the Department might consider;

- what number of staff are needed to utilise the additional skill/knowledge.

- whether a trades staff is already paid for numerous additional skills/knowledge, in which there may be limited opportunity to effectively utilise one more additional skill/knowledge.

- whether the work should be contracted out. Before deciding the work should be contracted out, the Region is to consider the skills/knowledge possessed by trades staff in addition to their base trades. To this end, a list of such additional skills/knowledge is to be maintained by the Region in a state of reasonable currency, subject to employee cooperation and assistance in compiling and maintaining that list.

(x) **Maintaining Standards:**

Tradespersons at classification levels 2, 3 and 4 are responsible for maintaining the additional skills/knowledge to a standard equivalent to that of having successfully undertaken a current approved course/s (or in some cases, the modules thereof they were deemed credited with) in order to continue to be paid the higher classification level.

(xi) **Leading Hand Allowance:**

Leading Hand Allowance will be paid to Tradespersons in the classifications Levels 1 to 4 inclusive who are required to supervise the work of contractors and/or staff; provided that for this purpose, apprentices will not be counted, each contractor supervised will be counted but any contractor's staff will not.

(xii) **Appointment and Progression:**

The employment level for all new tradespersons employed will be determined as per the provisions of Clause 5 of this Award.

(a) **Appointment:** Once appointed to a particular Level in this Classification Structure, a tradesperson may not have his/her Level reduced because the Region no longer requires the additional skills/knowledge warranting the higher Level to be regularly utilised. Accordingly appointments of trades staff should initially be made to the Level 1 position, or at least be carefully considered having regard to the foreseeable medium to longer term requirements of the appointment.

(b) **Progression:** Consideration of progression to Classification Levels 2, 3 and 4 must always be based on a Departmental requirement to utilise the additional skills/knowledge at that time and into the foreseeable future and may not count skills/knowledge no longer regularly required by the Department to be utilised.

(xiii) **Training:**

Trades staff are to meet the costs of training associated with the additional skills/knowledge referred to in this Clause and attend that training in their own time. Study Leave provisions apply. Where the Department directs the employee undertake training, any such training outside of paid work time will be paid for at the ordinary hourly base rate.

6. Roll-Up of Allowances

Environmental Allowance (Mental Institutions Allowance) and Annual Leave Loading are already rolled up into the base wage.

Base wage rates were increased by \$30.00 per week to incorporate the equivalent of the Mental Institutions Allowance and were wages increased by 1.35% to reflect the Annual Leave Loading on 1 February 1998.

7. Boiler Attendant Allowance

An officer being the possessor of a Boiler Attendant's Certificate who is required to supervise or operate a boiler shall for each week he/she is so required shall be paid in addition to the rates prescribed an amount per instance as specified in Part B of this Award.

8. Thermostatic Mixing Valve Allowance

An officer who is a licensed plumber and holds a Thermostatic Mixing Valve Certificate issued by a College of Technical and Further Education and is required to act upon such certificate shall be paid an allowance at a weekly rate as specified in Part B of this award.

9. Dispute Resolution Procedures

- (i) The aim of the procedure is to ensure that industrial grievances or disputes are prevented, or resolved as quickly as possible, at the level they occur in the workplace. For the purposes of this procedure, industrial grievances or disputes are distinguished from grievances dealt with under public service grievance-handling procedure, e.g. complaints of discrimination.
- (ii) When a dispute or grievance arises, or is considered likely to occur, the following steps are to be followed:
 - (a) where a dispute arises at a particular work location, discussions shall be held between the officer/s concerned and the immediate supervising officer;
 - (b) failing resolution of the issues at that level, further discussions shall take place between the employee, the relevant local delegate or employee representative and the supervising officer or manager;
 - (c) if the dispute remains unresolved, the local delegate shall refer the matter to the Union official who will confer with the Area Manager or General Manager; and
 - (d) if the dispute is not resolved at that stage, the matter is to be referred to the Director, Employee Relations or Senior Employee Relations Officer who will assume responsibility for liaising with Senior Executive members of the Department and advise of their final position.
- (iii) If the matter remains unresolved following the above process, it may be referred by either party to the Industrial Registrar.
- (iv) Whilst these procedures are taking place, no ban, limitation or stoppage of work shall take place.
- (v) In cases where a dispute is premised on an issue of safety and is unable to be resolved at the Area/Divisional level, the matter should be referred to the Director, Employee Relations for further consultation with the Union/s.

10. Union Subscriptions

The Department agrees to automatically deduct Union dues on behalf of Unions as defined from the pay of Union members once authorised by the employee.

11. Wages and Allowances

Wages and allowances are shown in Part B of this award.

12. School Based Apprentices

- (a) Definition

A school based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.

- (b) Wages

- (i) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.

- (ii) For the purposes of subclause (b)(i) of this clause, where a school based apprentice is a full time school student, the time spent in off the job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.
 - (iii) The wages paid for training time may be averaged over the school term or year.
 - (iv) Where this Award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.
- (c) Progression through the Wage Structure
- (i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
 - (ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.
- (d) Conversion from a school based apprentice to a full time apprenticeship
- Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.
- (e) Conditions of Employment

Except as provided by this clause, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

13. Work at Alternative Worksite

- (i) General
 - (a) The terms of this clause replace clause 8, Excess Fares and Travelling, of the Crown Employees Skilled Trades Award.
 - (b) This clause does not apply where an employee is recalled to duty after leaving work, in which case the call-back provisions of the Crown Employees Skilled Trades Staff Award apply.
 - (c) For the purposes of this clause, a reference to a "worksite" means each individual sub-site of Metro Residences and Hunters Residences, including but not limited to Rydalmere, Marsden, Casuarina Grove, Norton Road, Stockton, Kanangra, Tomaree, Riverside and Summer Hill .
- (ii) Mobility Allowance and Excess Travelling Time

Where an employee is required to travel to an alternative worksite and has not been temporarily transferred to that site pursuant to subclause (v) of this clause:

- (a) An employee is to be paid a Mobility Allowance at the rate indicated in Part B of this award per day where required by the Department to travel to an alternative worksite in circumstances where no notice of the requirement to do so was provided prior to leaving work the previous day. Such Mobility Allowance will be payable regardless of whether the required travel is undertaken within or outside of ordinary working hours and regardless of the transportation arrangements utilised to attend the alternative worksite.
- (b) Notice of a regular requirement to travel to an alternative worksite can be given to the employee once. Such notice must be written and include advice as to the days of the week/fortnight/month. etc., that the travel will be required. Notice given pursuant to this paragraph also serves as notice "prior to leaving work the previous day" referred to in paragraph (a) of this subclause.

- (c) Where an employee is required to commence his/her ordinary hours at an alternative worksite, he/she is to be paid at ordinary rates for any travelling time in excess of that time usually taken to travel to and from their home and usual worksite. The payment of such ordinary rates is to be rounded to the nearest 15 minutes.

(iii) Mileage Allowances and Fares.

Where an employee is required to travel to an alternative worksite and has not been temporarily transferred to that site pursuant to subclause (v) of this clause:

- (a) And subject to the provisions of paragraph (d) of this subclause, an employee will be paid Mileage Allowance at the following rates where directed by the Department to utilise their own vehicle in order to travel to and from an alternative worksite;

Engine Capacity	
Over 2601cc and over	75.9c per kilometre
1601cc - 2600cc	74.0c per kilometre
Under 1600cc or less	63.0c per kilometre

- (b) And subject to the provisions of paragraph (d) of this subclause, an employee will be paid Mileage Allowance at the following rates where the employee opts to utilise their own vehicle to travel to and from an alternative worksite and the Department agrees to that occurring prior to the employee utilising their own vehicle;

Engine Capacity	
Over 2601cc and over	30.0c per kilometre
1601cc to 2600cc	29.6c per kilometre
Under 1600cc or less	25.2c per kilometre

- (c) And subject to the provisions of paragraph (d) of this subclause, an employee who utilises public transport in order to travel to and from an alternative worksite will be reimbursed any public transport costs.
- (d) Where the use of the employee's vehicle or fare incurred relates to the journey between the employee's home and the alternative worksite to commence work or relates to the journey between the alternative worksite and the employee's home at the cessation of work, the amount of Mileage Allowance or fares which can be claimed under this subclause will be limited to that number of kilometres or fare which is in excess of that reasonably incurred by the employee in relation to the journey to and from the employee's home and usual worksite.

(iv) Rest Periods, Tea Breaks and Unpaid Meal Periods

If still working at an alternative worksite at the relevant time and, unless specifically advised otherwise:

- (a) An employee is to take any paid rest period or tea break at the alternative site.
- (b) Employees may not travel to the usual worksite in Departmental time or in a Departmental vehicle in connection with the unpaid meal period.
- (c) Nothing will be payable to an employee in relation to the use of the employee's vehicle or fare incurred in connection with the unpaid meal period.

(v) Temporary Transfer to Alternative Worksite

An employee may be directed to work from an alternative worksite for one week or more on a temporary transfer basis where that direction is reasonable. For the purposes of subclauses (ii) and (iii) of this clause, where such a direction has been given, the alternative worksite will be deemed to be the

usual worksite upon the expiry of two weeks' notice or immediately upon commencement at the alternative worksite where two weeks' or more notice was given.

14. Average Disability Allowance

- (i) Many of the allowances within PART B - Rates of Wages and Allowances of this Award are disability allowances paid on a per occasion, per hour or daily basis depending upon the work performed. The allowances in question relate to:

177 Welding

178 Bricklaying > 18 kg

179 confined spaces

180 height

181 hot places

182 insulation

183 asbestos eradication/airborne Lead

184 smoke boxes A

185 wet places

186 acid furnaces

187 smoke boxes B

188 clean down bricks

189 spray application

190 roof work

191 explosive power tools

193 dirty work

214 applying obnoxious substances

289 legionella

171 fouled equipment

176 pneumatic tool operation

152 chokages

- (ii) Some or all of these above allowances may be the subject of a mutual agreement between individual trades staff and the Region (in writing) to pay the individual an Average Disability Allowance (ADA) amount. The process of reaching agreement involves:

- the staff member and Department agreeing on how many occasions each type of allowance would be claimed by the staff member on average per fortnight of work, then,

- Calculating the total dollar (\$) value of all those allowances and dividing that amount by 10 to obtain an ADA amount, then,
 - Recording the above information on a suitable information sheet and retaining it attached to a signed and dated agreement (and retaining both as for wages records).
- (iii) The agreed ADA amount is to be paid fortnightly with wages for each on-duty day within each pay period. A day of leave is not an on-duty day. For example, if the staff member takes four recreation leave days and works the other days in the fortnight, he/she would be paid the ADA amount x 6 in his/her pay.
 - (iv) Where such an agreement is reached, the payment of the ADA in accordance with subclause (iii) to an individual will be in full satisfaction of any claims to the specified allowances that might be brought.
 - (v) The ADA amount for each individual trades staff will be derived once per year and, for new employees, after three months of employment and annually thereafter.
 - (vi) The ADA amount will be automatically increased under the agreement in the same percentage and with the same effective date as for increases to the corresponding Award disability allowances.
 - (vii) Neither party should unreasonably refuse to agree on a fair ADA amount. Either party to the agreement can seek a review of the ADA amount in between annual reviews if there is a substantial change to the pattern of work of the staff member.

15. Anti-Discrimination

- 15.1 It is the intention of the parties bound by this award 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.
- 15.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award 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 the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 15.3 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.
- 15.4 Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 15.5 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.
- 15.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

15.7 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."

16. Area, Incidence and Duration

This award shall apply to employees and Apprentices indicated by the trades specified in Part B of this award employed by the Department.

- (i) This award shall take effect on and from 1 July 2012 and remains in force until 30 June 2013, and rescinds and replaces the Skilled Trades Staff - Department of Ageing, Disability and Home Care (State) Award 2011, published 30 December 2011(371 I.G. 1696) and all variations thereof.

17. No Extra Claims

The parties agree that, during the term of this award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.

The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.

PART B

Rate of Wages and Allowances

Salary and Allowance ID Codes	Classification, Wages and Allowances	1st full pay on or after 1/07/11 (2.5%)	1st full pay on or after 1/07/12 (2.5%)
	Wages (excluding Apprentices)	Per annum \$	Per annum \$
G51	Bricklayer Level 1	51,098	52,375
G41	Bricklayer Level 2 (calculate 105% of Level 1)	53,653	54,994
	Bricklayer Level 3 (calculate 110% of Level 1)	56,208	57,613
	Bricklayer Level 4 (calculate 115% of Level 1)	58,763	60,232
G52	Carpenter and/or Joiner Level 1	51,098	52,375
G44	Carpenter and/or Joiner Level 2 (calculate 105% of Level 1)	53,653	54,994
	Carpenter and/or Joiner Level 3 (calculate 110% of Level 1)	56,208	57,613
	Carpenter and/or Joiner Level 4 (calculate 115% of Level 1)	58,763	60,232
G53	Painter Level 1	51,098	52,375
G47	Painter Level 2 (calculate 105% of Level 1)	53,653	54,994
G48	Painter Level 3 (calculate 110% of Level 1)	56,208	57,613
	Painter Level 4 (calculate 115% of Level 1)	58,763	60,232
G54	Plumber and/or Gasfitter Level 1	51,583	52,873
G4A	Plumber and/or Gasfitter Level 2 (calculate 105% of Level 1)	54,161	55,515

G43	Plumber and/or Gasfitter Level 3 (calculate 110% of Level 1)	56,742	58,161
	Plumber and/or Gasfitter Level 4 (calculate 115% of Level 1)	59,321	60,804
G56	Electrical Fitter Level 1	54,312	55,670
G4D	Electrical Fitter Level 2 (calculate 105% of Level 1)	57,026	58,452
	Electrical Fitter Level 3 (calculate 110% of Level 1)	59,744	61,238
	Electrical Fitter Level 4 (calculate 115% of Level 1)	62,459	64,020
G57	Plant Electrician Level 1	57,166	58,595
G4G	Plant Electrician Level 2 (calculate 105% of Level 1)	60,024	61,525
	Plant Electrician Level 3 (calculate 110% of Level 1)	62,884	64,456
	Plant Electrician Level 4 (calculate 115% of Level 1)	65,741	67,385
G58	Fitter Level 1	51,098	52,375
G4J	Fitter Level 2 (calculate 105% of Level 1)	53,653	54,994
	Fitter Level 3 (calculate 110% of Level 1)	56,208	57,613
	Fitter Level 4 (calculate 115% of Level 1)	58,763	60,232
G5D	Motor Mechanic Level 1	51,098	52,375
G4P	Motor Mechanic Level 2 (calculate 105% of Level 1)	53,653	54,994
	Motor Mechanic Level 3 (calculate 110% of Level 1)	56,208	57,613
	Motor Mechanic Level 4 (calculate 115% of Level 1)	58,763	60,232
	Charge/Supervisor or Project Leader	68,371	70,080
	Leading Hand Allowance		
196	Leading Hand 1 to 5	2,377	2,436
197	Leading Hand 6 to 10	3,046	3,122
198	Leading Hand > 10	3,981	4,081
	Tradesmen's Licence Allowance	Per annum \$	Per annum \$
347	Plumber	2,345	2,404
347	Gasfitter	2,345	2,404
350	Drainer	3,084	3,161
350	Plumber and/or Gasfitter	3,084	3,161
350	Gasfitter and/or Drainer	3,084	3,161
350	Plumber and/or Drainer	3,084	3,161
352	Plumber/Gasfitter/Drainer	4,190	4,295
354	Drainer (Licensed)	1,945	1,994
357	Electrician Tradesmen's Registration Allowance	2,298	2,355
205	Plumber -Computing Quantities	1,744	1,788
366	Computing Quantities	1,370	1,404

	Certificate Allowances		
307	Boiler Attendants Certificate Allowance	Per Instance \$ 6.74	Per Instance \$ 6.91
308	Thermostatic Mixing Valve Certificate Allowance	Per annum \$ 1,240	Per annum \$ 1,271
	Apprentice Trades		
	1st Year	23,624	24,215
	2nd Year	30,224	30,980
	3rd Year	38,236	39,192
	4th Year	43,380	44,465
	Examination Allowance		
	1st Year	82.28	84.34
	2nd Year	164.68	168.80
	3rd Year	246.83	253
370	Industry Allowance	1453.91	1490.26
		Per Hour 1/07/11 \$	Per Hour 1/07/12 \$
	Mobility Allowance	7.20	7.38
177	Welding Allowance	0.25	0.26
178	Bricklaying > 18 kg	1.98	2.03
179	Confined Spaces	0.90	0.92
180	Height Money	0.74	0.76
181	Hot Places	0.90	0.92
182	Insulation	0.90	0.92
183	Asbestos Eradication/Airborne Lead	2.41	2.47
184	Smoke Boxes A	0.48	0.49
185	Wet Places	0.73	0.75
186	Acid Furnaces, Stills	3.64	3.73
187	Smoke Boxes B	1.78	1.82
188	Clean down bricks	0.66	0.68
189	Spray Application	0.73	0.75
190	Roof Work	0.90	0.92
191	Explosive Power Tools	1.69	1.73
193	Dirty Work	0.73	0.75
214	Applying Obnoxious Substances	0.90	0.92
289	Legionella	3.33	3.41
		Per day \$	Per day \$
171	Fouled Equipment	8.36	8.57
176	Pneumatic Tool Operation	3.92	4.02
	Relief Daily Licence Allowances		
207	Plumber/Drainer/Gasfitter Licence	16.14	16.54
208	Drainer	8.77	8.99
209	Gasfitter/Drainer	7.37	7.55
210	Computer Quantities	11.67	11.96
212	Plumber/Drainer/Gasfitter	5.21	5.34
287	Registration Certificate	6.70	6.87

152	Chokages	Per Instance	Per Instance
		\$	\$
		8.42	8.63
	Tool Allowance Electrical Fitter/Electrical Mechanic/Plant Electrician	Per Week 17.29	Per Week 17.72

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

SYDNEY CRICKET AND SPORTS GROUND TRUST SECURITY ENTERPRISE AWARD 2012

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Federation of Employers and Industries, Industrial Organisation of Employers and State Peak Council.

(No. IRC 866 of 2012)

Before Commissioner Bishop

22 August 2012

ENTERPRISE AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Title of Enterprise Award
3.	Parties to this Enterprise Award
4.	Definitions
5.	Intention
6.	Date and Period of Operation
7.	Relationship to Parent Award
8.	Duress
9.	Ordinary Hours
10.	Rates of Pay and Employee Related Cost Savings
11.	Shift Arrangements
12.	Event Days and Functions
13.	Annual Leave
14.	Sick Leave
15.	Personal/Carer's Leave
15A.	Parental Leave
16.	Bereavement Leave
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21.	Grievance and Dispute Resolution Procedure
22.	Area, Incidence and Duration
23.	Anti-Discrimination
24.	Secure Employment Provisions
25.	First Aid Certificates
26.	Security Licence
27.	Uniforms

PART B

MONETARY RATES

Table 1

2. Title of Enterprise Award

This enterprise award shall be known as the Sydney Cricket and Sports Ground Trust Security Enterprise Award 2012.

3. Parties to This Enterprise Award

- 3.1 The parties to this enterprise award are:
- 3.1.1 the Sydney Cricket and Sports Ground Trust;
 - 3.1.2 the Security Staff of the employer; and
 - 3.1.3 the United Voice - NSW Branch

4. Definitions

For the purpose of this Enterprise Award the following definitions shall apply:

- 4.1 "Enterprise Award" shall mean the Sydney Cricket & Sports Ground Trust Security Enterprise Award 2012.
- 4.2 "Employee" or "Employees" shall mean the Security Staff employed by the Employer.
- 4.3 "Casual Employee" shall mean an employee engaged and paid as such but shall not include an employee working an average of thirty-eight ordinary hours per week.
- 4.4 "Employer" shall mean the Sydney Cricket & Sports Ground Trust.
- 4.5 "Parent Award" shall mean the Security Industry (State) Award.
- 4.6 "Security Officer Grade C" means a person employed in one or more of the following capacities:
- (a) to watch, guard and/or protect premises and/or property;
 - (b) to respond to basic fire/security alarms;
 - (c) as an employee stationed at an entrance and/or exit whose principal duties shall include the control and movement of persons, vehicles, goods and/or property coming out of or going into premises or property, including vehicles carrying goods of any description to ensure that the quantity and description of such goods is in accordance with the requirements of the relevant documents and/or gate pass and who also may have other duties to perform and shall include an area or door attendant or commissionaire in a commercial building;
 - (d) lock up gates, stands, buildings and patrol venues on foot or in vehicle;
- provided that Security Officer Grade C such as hand held scanners or simple closed circuit television systems and may be required to utilise basic keyboard skills in the performance of their duties and may perform incidental duties which need not be of a security nature.
- 4.7 "Security Officer Grade B" shall mean a person employed in one or more of the following capacities in addition to the duties outlined in Security Officer Grade C:
- (a) use and control of a closed circuit television system;
 - (b) performs the duties of securing, watching, guarding and/or protecting as directed, including responses to alarm signals;
 - (c) monitors and acts upon intelligent building management systems;

- (d) acts as two way radio operator as required as part of control room duties;
- (e) records incidents utilising the computer and complies other reports as needed;

provided that a Security Officer Grade B may be required to utilise keyboard skills in the performance of their duties and may perform incidental duties which need not be of a security nature.

- 4.8 "Security Officer Grade A" shall mean a person who, whilst in charge of a shift of one or more Security Officers carries out co-ordinating duties in addition to the normal duties of a Security Officer Grade B.
- 4.9 "The Act" shall mean the *Industrial Relations Act 1996* (NSW).
- 4.10 "Seven Day Shift Worker" means an employee who is regularly rostered by their employer to work ordinary hours on Saturdays and/or Sundays.

5. Intention

- 5.1 It is intended that the Enterprise Award will provide a suitable basis for the parties to implement at the organisation level appropriate arrangements to ensure that corporate objectives are met.
- 5.2 The Enterprise Award will help to facilitate the processes necessary to enhance the productivity of the organisation and provide a better return to the organisation, the staff and the community.
- 5.3 The Enterprise Award will provide employees with the ability to work a rotating roster which provides for the equalisation of wages across the employees and better coverage of shifts.
- 5.4 The Enterprise Award acknowledges the request by employees that they have the opportunity for permanent employment, are looking for a single rate to be paid on all hours worked which will eliminate all penalty rates, shift allowances and span loadings, overtime penalties, rostered days off for certain employees, additional rates and allowances payable under the parent award.
- 5.5 The Enterprise Award will promote harmonious industrial relations at the Sydney Cricket & Sports Ground Trust.

6. Date and Period of Operation

- 6.1 This enterprise award shall operate from the beginning of the first full pay period to commence on or after 20 June 2012 and shall remain in force thereafter for a period of 12 months.
- 6.2 During the term of this Enterprise Award the parties agree to confer on other productivity improvements.

7. Relationship to Parent Award

- 7.1 The purpose of this Enterprise Award is to partially regulate the terms and conditions of employment of security staff employed at the Sydney Cricket and Sports Ground Trust who are covered by the Security Industry (State) Award.
- 7.2 Where there is an inconsistency between the Enterprise Award and the Parent Award, the terms of the Enterprise Award will apply.

8. Duress

The parties to this Enterprise Award declare that this Enterprise Award was not entered into under duress by any party to it.

9. Ordinary Hours

- 9.1 The ordinary hours of work for Security Officers covered by this Enterprise Award shall be an average of 38 per week, excluding any overtime worked. The ordinary hours shall be worked on any day Monday through Sunday.
- 9.2 It is agreed between the parties to this Enterprise Award that the ordinary hours of work will encompass shifts at both the Sydney Cricket Ground, the Sydney Football Stadium and other venues as directed.
- 9.3 The ordinary hours of work shall be rostered in one of the following ways:
- (a) shifts of no more than 9.5 ordinary hours and no more than 16 ordinary shifts per 28 day cycle; or
 - (b) shifts of no more than 8 ordinary hours in length.

10. Rates of Pay and Employee Related Cost Savings

- 10.1 A Security Officer Grade A shall be paid the rate as set out in Item 1 of Table 1 of Part B of this award for all work performed during ordinary hours.
- 10.2 A Security Officer Grade A shall be paid the rate as set out in Item 2 of Table 1 of Part B of this award for all work performed in excess of ordinary hours.
- 10.3 A Security Officer Grade B shall be paid the rate as set out in Item 3 of Table 1 of Part B of this award for all work performed during ordinary hours.
- 10.4 A Security Officer Grade B shall be paid the rate as set out in Item 4 of Table 1 of Part B of this award for all work performed in excess of ordinary hours.
- 10.5 A Security Officer Grade C shall be paid the rate as set out in Item 5 of Table 1 of Part B of this award for all worked performed during ordinary hours.
- 10.6 A Security Officer Grade C shall be paid the rate as set out in Item 6 of Table 1 of Part B of this award for any hours in excess of ordinary hours.
- 10.7 The rates of pay outlined in 10.1, 10.2, 10.3, 10.4, 10.5 and 10.6 are inclusive of all penalty rates, shift allowances and span loadings, overtime penalties, rostered days off where applicable, additional rates and allowances payable under the parent award.
- 10.8 A casual Security Officer Grade B shall be paid the rate as set out in Item 7 of Table 1 of Part B of this award for all worked performed during ordinary hours
- 10.9 A casual Security Officer Grade C shall be paid the rate as set out in Item 8 of Table 1 of Part B of this award for all worked performed during ordinary hours
- 10.10 The rates of pay outlined in 10.8 and 10.9 are inclusive of all penalty rates, shift allowances, overtime penalties, annual leave, and meal allowances payable under the parent award.
- 10.11 A Security Officer required to work a shift in excess of twelve hours will be provided with a meal voucher redeemable at the place of employment or where this is not practical be paid a meal allowance of \$15.38.

11. Shift Arrangements

- 11.1 All Officers will be required to perform shifts as outlined in a roster developed by the Trust which may vary from time to time.
- 11.2 Except in the case of emergency or by mutual agreement, the Trust will provide seven days notice to the Security Officer of a change to their roster.

12. Event Days and Functions

- 12.1 Employees covered by this Enterprise Award will be offered, where available, extra shifts on event days and functions as a crowd safety officer provided they are not rostered to work the shifts outlined in Clause 9.
- 12.2 Where an employee elects to work a second job as a crowd safety officer in accordance with this clause he/she shall be paid under the Sydney Cricket and Sports Ground Trust (Event Day Employees) Award, 2011 or any award or agreement that subsequently rescinds or replaces the aforementioned award.
- 12.3 An employee is not obliged to accept any extra shifts offered by the employer pursuant to this clause. An employee has an obligation to ensure that any proposed crowd safety shift does not conflict with their commitments as a full-time Security Officer under this award.

13. Annual Leave

- 13.1 An Employee Shall be Entitled to Four Weeks Annual Leave in Accordance With the *Annual Holidays Act 1944*.
- 13.2 Additional Leave for Seven-Day Shift Workers

In addition to an annual holiday of four weeks provided by section 3 of the Annual Holidays Act, 1944 (New South Wales), a seven-day shift worker at the end of each year of employment is entitled to the additional leave as prescribed below:

- 13.2.1 If during the year of employment the employee has served continuously as a seven-day shift worker, the additional leave with respect to that year is one week.
- 13.2.2 If during the year of employment the employee has served only a portion of it as a seven-day shift worker, the additional leave is 3 1/4 hours for each completed month of employment as a seven-day shift worker. Where the additional leave is or comprises a fraction of a day such fraction does not form part of the leave period and any such fraction must be discharged by payment only.
- 13.2.3 Where the employment of a seven-day shift worker is terminated and there is thereby an entitlement due under section 4 of the Annual Holidays Act, 1944 (New South Wales), to payment in lieu of an annual holiday with respect to a period of employment such employee is also entitled to an additional payment of 3 1/4 hour's pay for each completed month of service as a seven-day shift worker.
- 13.3 Upon becoming entitled to such annual leave an employee shall be entitled to be paid an annual leave loading of 17½% of the employees ordinary earnings which shall be paid each time the employee takes annual leave.

14. Sick Leave

- 14.1 Employees shall be entitled to up to 5 days sick leave without loss of pay in their first year of service with the employer. Employees shall be entitled to 10 days sick leave in their second and subsequent years of service with the employer.
- 14.2 An employee who is unable to attend for duty during ordinary working hours by reason of personal illness or incapacity not due to the employee's own serious and wilful misconduct, shall be entitled to take their sick leave subject to the following conditions:
- 14.2.1 the employee shall not be entitled to paid leave of absence for any period in respect of which there is entitlement to payment under the *Workplace Injury Management and Workers Compensation Act 2000* (New South Wales).

- 14.2.2 the employee shall, as soon as possible, and in any event prior to the commencement of shift, inform the employer of such employee's inability to attend for duty and as far as possible, state the nature of the injury of illness and the estimated duration of absence.
- 14.2.3 where an employee does not notify the employer of the employee's inability to attend for duty prior to the commencement of the shift the employee shall not be entitled to payment for the first shift of such absence, provided however, in cases of accident or incapacity to notify, to receive payment for the above the employee shall provide reasonable proof that he/she was unable to notify the employer on account of such accident or incapacity.
- 14.2.4 the employee shall furnish to the employer such evidence as the employer may desire that the employee was unable by reason of such illness or injury to attend for duty on the day or days for which sick leave is claimed. Provided that a Statutory Declaration shall be accepted in respect of any single day absences, but not more than two such declarations in any one year. Provided further, that where such single day absence occurs before or after a public holiday or rostered day off a medical certificate shall be supplied.

15. Personal/Carer's Leave

15.1 Use of Sick Leave

15.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 15.1.3.2 who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 14, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

15.1.2 The employee shall, if required,

- (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, an employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

15.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:

15.1.3.1 the employee being responsible for the care of the person concerned; and

15.1.3.2 the person concerned being either:

15.1.3.2.1 a spouse of the employee; or

15.1.3.2.2 a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

15.1.3.2.3 a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

15.1.3.2.4 a same sex partner who lives with the employee as the de factor partner of that employee on a bona fide domestic basis; or

15.1.3.2.5 a relative of the employee who is a member of the same household, where for the purposes of this clause:

1. "relative" means a person related by blood, marriage or affinity;
2. "affinity" means a relationship that one spouse because of marriage has to blood relative of the other; and
3. "household" means a family group living in the same domestic dwelling.

15.1.3.3 An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at clause 21, Grievance and Dispute Resolution Procedure, should be followed.

15.2 Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 15.1.3.2 above who is ill or who requires care due to an unexpected emergency.

15.3 Annual Leave

15.3.1 An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.

15.3.2 An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken.

15.3.3 An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

15.4 Make-Up Time

15.4.1 An employee may elect, with the consent of their employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this award, at the ordinary rate of pay.

15.4.2 An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

15.5 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 15.1.2 and 15.1.3.3 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 15.1.3.2 of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (2) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (3) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

15A. Parental Leave

For unpaid parental leave and related entitlements refer to the Fair Work Act 2009 (Cth) as extended by Chapter 6, Part 6-3, Division 2.

16. Bereavement Leave

- 16.1 An employee shall, on the death within Australia of a member of the employee's family or household (as defined in paragraph 15.1.3.2 of clause 15, Family Leave), be entitled to leave including the day of the funeral of such relation. Such leave, for a period not exceeding two days in respect of any such death, shall be without loss of any ordinary pay which the employee would have received if the employee had not been on such leave. An employee whose relative, as defined, dies outside Australia shall be entitled to leave of one day without loss of any ordinary pay, provided that such leave shall be extended to two days where the employee travels overseas to attend the funeral.
- 16.2 The rights to such paid leave shall be dependent on compliance with the following conditions:
 - 16.2.1 satisfactory evidence of such death shall be furnished by the employee to the employer; and
 - 16.2.2 the employee shall not be entitled to leave under this clause in respect of any period which coincides with any other entitlements under this award or otherwise.
- 16.3 Bereavement leave may be taken in conjunction with other leave available under subclauses 15.1, 15.2, 15.3 and 15.4 of Clause 15, Personal/Carers Leave. Where such other available leave is to be taken in conjunction with bereavement leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the employer.
- 16.4 Bereavement entitlements for casual employees
 - 16.4.1 Subject to the evidentiary and notice requirements in 16.2.1 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 15.1.3.2 of clause 15, Personal / Carer's Leave.
 - 16.4.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - 16.4.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

17. Jury Service

- 17.1 An employee shall be allowed leave of absence during any period when required to attend for jury service, provided that such leave shall be limited to a maximum of two weeks in any period of jury service.
- 17.2 During such leave of absence, an employee shall be paid the difference between the jury service fees received and the normal rate of pay as if working.
- 17.3 An employee shall be required to produce to the employer proof of jury service fees received and proof of requirement to attend and attendance on jury service and shall give the employer notice of such requirement as soon as practicable after receiving notification to attend for jury service.

18. Army Reserve Leave

- 18.1 Upon request and subject to the employer's ability to grant leave, an employee shall be allowed leave of absence to attend official army reserve activities.
- 18.2 Subject to subclause 18.3, such leave of absence shall be without pay.
- 18.3 In the event that the employer is entitled to claim a payment under the Australian Defence Force Employer Support Payment (ESP) Scheme, an employee may be granted paid army reserve leave to attend official army reserve activities, which will be paid at the rate of:
- 18.3.1 \$1345.20 per week (or such other amount as is provided to the employer under the ESP Scheme);
or
- 18.3.2 the employee's ordinary rate of pay
- whichever is the lesser.
- 18.4 An employee is not entitled to receive paid army reserve leave if he or she is receiving other paid leave such as annual leave or long service leave to attend army reserve activities."

19. Public Holidays

- 19.1 The following days shall be observed as public holidays:
- New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Tuesday following Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day, Boxing Day, and any proclaimed day in lieu thereof for the state.
- 19.2 An extra holiday in lieu of the Tuesday following Easter Monday may be substituted by another day in the calendar year, where mutual agreement has been reached between the employer and the employee.
- 19.3 Employees may be directed to work on public holidays as part of their rostered shift at their ordinary rate of pay.
- 19.4 Days in lieu of working public holidays will not be provided.
- 19.5 Except in the case of an emergency, a Security Officer Grade C will not be required to work on a public holiday.

20. No Extra Claims

- 20.1 The parties agree that, during the term of this award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the award and, further, that no proceedings, claims or demands concerning wages or conditions of

employment with respect to those employees will be instituted before the Industrial Relations Commission.

- 20.2 The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.
- 20.3 The parties agree to commence discussions concerning a new Award not later than 21 January 2013.

21. Grievance and Disputes Resolution Procedure

- 21.1 The aim of this procedure is to ensure that during the life of this Enterprise Award, industrial grievances or disputes are prevented or resolved as quickly as possible, at the lowest level possible in the workplace. When a dispute or grievance arises, or is considered likely to occur, the following steps shall be followed:
- 21.1.1 The matter is discussed between the staff member(s) and the supervisor involved. If the matter is not resolved, then:
- 21.1.2 The initiator of the dispute may be required to provide in writing the substance of the grievance and state the remedy sought.
- 21.1.3 The matter is then discussed in a timely way between staff member(s), the supervisor and the manager. If the matter remains unresolved, then:
- 21.1.4 The matter is discussed between senior representatives of the organisation and the relevant union and/or staff member(s) representative.
- 21.2 Each of the steps will be followed within a reasonable time frame, allowing sufficient time for discussions at each level of authority and having regard to the nature of the grievance or dispute.
- 21.3 If the matter remains unresolved, then, it may be referred by either party to the Industrial Relations Commission of New South Wales to exercise its functions under the Industrial Relations Act 1996. The parties agree to exhaust the conciliation process before commencing the Arbitration process.
- 21.4 At any stage of this procedure, the employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees.
- 21.5 It is agreed that the parties will not deliberately frustrate or delay these procedures.
- 21.6 Normal work will continue without disruption while these procedures are followed.

22. Area Incidence and Duration

This Enterprise Award rescinds and replaces the Sydney Cricket and Sports Ground Trust Security Enterprise Award 2009 published 28 August 2009 (368 I.G. 1708).

The purpose of this Enterprise Award is to partially regulate the terms and conditions of employment of Security Staff at the Sydney Cricket Ground, the Sydney Football Stadium and any other sites that the employer may manage.

This Enterprise Award is to read in conjunction with the Security Industry (State) Award and variations thereof. Where there is an inconsistency between the two awards, this award shall apply.

This award shall operate from the beginning of the first pay period to commence on or after 20 June 2012 and shall remain in force for a period of twelve months.

23. Anti-Discrimination

- 24.1 It is the intention of the parties bound by this award to seek to achieve the object of in section 3(f) of the *Industrial Relations Act 1996* (NSW), to prevent and eliminate discrimination in the workplace on the grounds of race, sex marital status, disability, homosexuality, transgender identity and age.
- 24.2 Accordingly, in fulfilling their obligations under the dispute resolution procedure, the parties must take all reasonable steps to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 24.3 Under the *Anti-Discrimination Act 1977* (NSW), 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.
- 24.4 Nothing in this clause is to be taken to affect:
- 24.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation,
- 24.4.2 offering or providing junior rates of pay to persons under 21 years of age,
- 24.4.3 any act or practice of body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977* (NSW),
- 24.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 24.5 This clause does not create legal rights or obligations in addition to those imposed upon by the parties by the legislation referred to in this clause.

NOTES

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) 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."

24. Secure Employment Provisions

- (a) Objective of this Clause
- The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.
- (b) Casual Conversion
- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of nine months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of

nine months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.

- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996 (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) WorkHealth and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.

- (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (1) consult with employees of the labour hire business and/or contract business regarding the workplace health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate workplace health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Work, Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

25. First Aid Certificates

The employer will provide relevant first aid training on an as required/a time to time basis for the provision of first aid certificates."

26. Security Licence

- 26.1 It is a condition of employment that employees hold and maintain a valid security licence.
- 26.2 The Trust shall pay to employees a gross amount equivalent to the fee payable by an employee upon application for the renewal of licence under the Security Industry Act 1997 (NSW), subject to the satisfaction of the following conditions:
- (a) The employee is employed by the Trust as at the date of renewal;
 - (b) The employee obtains the renewal of his/her security licence; and
 - (c) The employee provides evidence to the Trust of the payment of the relevant fee, as required by the Trust.

27. Uniforms

- 27.1 Employees shall be provided with four shirts, two pairs of pants and 1 pair of boots on commencement of employment and thereafter annually,.
- 27.2 Uniform items no longer serviceable due to fair wear and tear will be, where necessary replaced subject to an aggregate maximum of eight shirts, four pairs of pants and two pairs of shoes per annum.

PART B**MONETARY RATES****Table 1**

Item No.	New Rate Per Hour First Full Pay Period to commence on or after 20 June 2012 (2.5%) \$
1	26.58
2	39.86
3	24.37
4	36.56
5	19.69
6	29.54
7	28.63
8	22.24

E. A. R. BISHOP, Commissioner

 Printed by the authority of the Industrial Registrar.

SERIAL C8028

**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA12/14 - Willoughby City Council Rangers' Agreement**

Made Between: Willoughby City Council, NSW -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 24 October 2012.

Description of Employees: The agreement applies to all Rangers employed by Willoughby Council within the Rangers Section of the Compliance Unit, located at 31 Victor Street, Chatswood NSW 2067, who fall within the coverage of the Local Government (State) Award 2010.

Nominal Term: 36 Months.

Printed by the authority of the Industrial Registrar.