REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA00/26

TITLE: RSM Security Pty Ltd (Security Operatives) Enterprise Agreement

1999

I.R.C. NO: 99/6243

DATE APPROVED/COMMENCEMENT: 8 December 1999

TERM: 36 months

NEW AGREEMENT OR VARIATION: New

GAZETTAL REFERENCE: 18 February 20

GAZETTAL REFERENCE: 18 February 2000

NUMBER OF PAGES: 14

DATE TERMINATED:

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to employees employed by RSM Security

PARTIES: David Anderburg -&- Mark Gabriel, Nemar Jurdi, RSM Security Pty Ltd

RSM Security Enterprise Agreement



1999



RSM SECURITY PTY LTD (SECURITY OPERATIVES) ENTERPRISE AGREEMENT 1999

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2 TITLE OF AGREEMENT

2.1 The title of this agreement is the RSM Security Pty Ltd (Security Operatives) Enterprise Agreement 1999.

3 PARTIES TO THE AGREEMENT

- 3.1 The enterprise agreement is made in accordance with:
 - 3.1.1 The provisions of sections 32 to 47 of the NSW Industrial Relations Act 1996; and
 - 3.1.2 The Principles for approving enterprise agreements as provided by section 33(1) of the Act.
- 3.2 The parties to this enterprise agreement are RSM Security Pty Ltd (employer) and David Anderburg, Mark Gabriel, and Nemar Jurdi (employee representatives employed by RSM Security Pty Ltd).

4 THE ENTERPRISE

4.1 The Enterprise for which the agreement was made is RSM Security Pty Ltd.

5 INTENTION

- 5.1 It is the objective of the parties to this agreement to implement workplace practices which provide for more flexible working arrangements, improve the efficiency and productivity of the enterprise, enhance skills, job motivation and satisfaction and generally focus on customer needs, ensuring Continuous Service Improvement through greater efficiency of operation.
- 5.2 This agreement shall only apply to RSM Security employees at all venues.

6 INCIDENCE

6.1 The agreement shall totally regulate the terms and conditions of employment previously regulated by the Security Industry (State) Consolidated Award and any other industrial instrument applicable to employment of Security Officers.

7 NO EXTRA CLAIMS

- 7.1 This agreement shall be in settlement of all claims against the Company and except as provided herein, during the life of this agreement there shall be no further wage increases.
- 7.2 In the event the Company decides to make employees redundant the parties shall meet to discuss the terms of such redundancy.
- 7.3 Any wage adjustments which may arise during the life of this agreement as a consequence of any National or State Wage Case decision will be absorbed into any increases allowed or payable under this agreement.

8 TERM

- 8.1 This agreement shall operate from the date of registration and shall remain in force for a period of three (3) years unless varied or terminated earlier by the provisions provided by the Industrial Relations Act 1996.
- 8.2 The parties agree that the provisions of this agreement will continue to operate whilst negotiations continue for a replacement agreement.

August 1999

GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES 9 Employees are to communicate any grievance or dispute to their immediate 9.1 supervisor as soon as possible. Supervisors are to deal with the grievance or dispute within 24 hours of notice 9.2 being given by an employee or client. Where the grievance or dispute is not settled, the matter shall be referred to 9.3 the Operations Manager or Director for resolution within 48 hours of notice. If the matter is still not settled, it shall be notified to the Industrial Relations 9.4 Commission in accordance with the provisions of the Industrial Relations Act. While the above procedures are in progress work shall continue normally. 9.5 10 CONSULTATION MECHANISMS All supervisors shall have regular weekly meetings with their employees to 10.1 discuss matters affecting performance, client service delivery, efficiency and productivity and any concerns or ideas they have for the Company. Supervisors shall advise staff one week before the date of all such meetings. 10.2 Outcomes of these meetings shall be reported to Operations Manager through 10.3 the Night Supervisor and finally to the Director at Company meetings. Supervisors shall pass on information and feedback to employees after 10.4 Company meetings are held with management of the Company. Minutes of Company meetings shall be kept and on request, made available to 10.5 employees for viewing in the office. 11 ANTI-DISCRIMINATION The parties agree to interpret and apply the provisions of this agreement in a 11.1 manner which is not in breach of the Anti-Discrimination Act 1977. 12 **HEALTH AND SAFETY** 12.1 The parties to this agreement are committed to the operation of safe working practices and the good health of employees. All employees will be provided with training in the performance of their jobs 12.2 consistent with good health and safety practices. 12.3 Any work related injuries are to be reported by employees and verified in writing to their supervisor, who will in turn advise the Operations Manager. 12.4 Any concerns regarding any health and safety issues must be reported as soon as possible to the supervisor so that action can be taken where required. 12.5 Negligence, dangerous horseplay or unauthorised or irresponsible use of the Company's equipment that leads to injury may lead to instant dismissal. **EOUAL OPPORTUNITY AND HARASSMENT** 13 13.1 The Company is an equal opportunity employer and will recruit, employ and train personnel on the basis of experience, skills and on the job performance. 13.2 All employees are entitled to work in an environment free from discrimination and harassment. Registered Enterprise Agreement

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14 ACCESS TO THE AGREEMENT

- 14.1 New employees shall be made aware of the agreement when applying for a position with the Company.
- 14.2 Copies of the agreement shall be made available to every employee.

15 DEFINITIONS

- 15.1 New Employee:
 - 15.1.1 Means a new permanent or temporary person engaged by the Company to provide security services.
- 15.2 Permanent Employee
 - 15.2.1 Means an employee who has completed a period of 3 months service as a Probationary Security Operative and appointed as a permanent in accordance with the provisions of this agreement.
- 15.3 Casual Employee:
 - 15.3.1 Means a person employed for intermittent work who does not have a guarantee of a full weeks work each week, nor an ongoing employment relationship.
- 15.4 Security Operative:
 - 15.4.1 Means any employee (permanent or casual) undertaking security work and covered by this agreement.
- 15.5 Management:
 - 15.5.1 Means the Director, Operations Manager, Night Supervisor or a delegated Employee of the Company.

16 EMPLOYMENT REQUIREMENTS

- 16.1 All employees shall provide the following prior to commencement of work:
 - 16.1.1 Relevant personal details;
 - 16.1.2 Security license number; and
 - 16.1.3 Completed tax declaration forms.

17 HOURS OF WORK

17.1 Employees shall work an average of 38 hours per week, Monday to Sunday.

18 ORDINARY HOURS

- 18.1 Means hours, which an employee is rostered to work between Monday and Sunday for which the required period of notice has been given.
- 18.2 All employees may be rostered to work ordinary hours (as defined) on any shifts including weekends and public holidays.
- 18.3 Ordinary hours shall not be in excess of 12 hours during any one shift.

19 PART TIME WORK

19.1 Permanent part time employees shall work between 4 and 24 hours per week as agreed with the Company.

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20 CASUAL WORK

20.1 Casual employees shall receive a minimum four (4) hours work.

21 DUTIES

- 21.1 Employees shall undertake all duties as directed by the Company in accordance with this agreement and Company policies and procedures.
- The Company may direct an employee to carry out duties that are reasonable and within the limits of the employee's skill, competence and training.
- The Company may, with due notice, direct any employee to work at whatever location is required to meet contractual obligations with clients.

22 TRAINING AND DEVELOPMENT

22.1 The Company shall provide appropriate training to employees to ensure they are kept up to date with Industry and legal requirements and have the skills to satisfactorily do their job.

23 PRESENTATION AND CONDUCT

23.1 The presentation, punctuality and conduct of employees shall be maintained at the highest level and in strict accordance with the Company's policy and procedures.

24 PERFORMANCE MANAGEMENT

- 24.1 The Company shall measure the performance of management and employees in accordance with its performance management policy and guidelines.
- 24.2 Employees performing poorly shall be counselled, penalised or terminated.
- 24.3 Good performance is required to continue the employee's employment.
- 24.4 Excellent performance shall be rewarded through the Company's bonus and incentive schemes.

25 UNIFORMS

- 25.1 All employees will be provided with the Company's uniform upon commencement of work, which include a black Company tie and photograph identification badge.
 - 25.1.1 The standard RSM Security uniform consists of the above gear and a chambray blue shirt.
 - 25.1.2 Uniform requirements can change depending on the venue.
 - 25.1.3 Employees will be notified with their weekly roster of the uniform requirements of the establishment they will be working.
 - 25.1.4 Employees are required to dress in accordance with requirements.
 - 25.1.5 Probationary and casual employees are required to provide a pair of black trousers and black shoes and black belt.
- 25.2 All uniforms supplied by the Company will remain the property of the Company.
 - Ongoing cleaning, upkeep and high presentation of uniforms shall be the responsibility of the employee.

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- 25.3 Where on termination an employee fails to return any uniform or protective clothing issued, the employer may deduct the monetary value of such uniform or clothing from the employee's termination pay.
- Existing employees may be required to sign such authority on receipt of the next issue of uniform/clothing as per the Company policy.

26 FIREARMS

- 26.1 An employee shall not carry firearms unless required to do so by the Company.
- 26.2 Where an employee is required to carry a firearm in the performance of his/her duties then the following provisions shall apply:
 - 26.2.1 Any firearm required to be carried by an employee shall be provided by the Company and shall be maintained in a reasonable condition by the Company.
 - 26.2.2 The cost of training in the use of firearms shall be borne by the employee.
 - 26.2.3 Refresher courses for employees required to carry firearms shall be conducted at 12 monthly intervals at the expense of the employee.

27 MEAL BREAKS

- During any shift of more than 8 hours, employees shall be given the opportunity to take a paid break or breaks not totaling more than 30 minutes duration and not less than 5 minutes for any one break.
- 27.2 The break(s) should be taken in such a manner as not to interfere with the normal operations of the establishment.
- Non-paid meal breaks shall be arranged between the Employer and the Employee.

28 DUAL LOCATION

- 28.1 Employees, by agreement with the Company, may work at more than one location per day.
- 28.2 Travel time between locations will be counted as paid time worked.

29 PROBATIONARY EMPLOYMENT

- 29.1 Means the 3 to 6-month initial trial period of a person's employment, during which his/her suitability and performance are assessed.
- During the 3-month probationary period probationary Security Operatives will be assessed by the Company in order to ascertain their general suitability for the job in accordance with the Company's performance management system and guidelines.
- 29.3 Prior to the end of the 3 month period, each probationary Security Operative will meet with a management representative of the Company to discuss the employees ongoing suitability for the position.
 - 29.3.1 Any areas of concern will be brought to the employees attention and counselling will occur if necessary.

29.4 If the Company decides not to offer the employee a permanent position, notice will be provided in accordance with the Termination of Employment Clause in this agreement.

30 ABANDONMENT OF EMPLOYMENT

- 30.1 If an employee is absent from work for a continuous period of three (3) shifts without having first notified the Company or gained consent, the employee will be deemed to have abandoned his/her employment.
- In such a case a letter will be sent by registered mail to the employees last known address stating that if the Company does not hear from the employee within 48 hours, it will accept the abandonment as having terminated the employment relationship.
- 30.3 In the event that the employee subsequently contacts the Company he/she will be invited to write a letter to the Company outlining any reasons or circumstances which the employee believes justifies their position and their desire to be re-instated.
- 30.4 The Company in deciding if reinstatement is justifiable will take such a letter into consideration.

31 SERIOUS MISCONDUCT

31.1 Means the conduct of an employee, which would reasonably be considered to have broken the employee's of contract of employment.

32 EXCESS PAYMENTS

- Where a payment in excess of the employee's entitlement is made in error then the Company shall notify the employee of the error at the earliest opportunity and reach agreement as to the period over which the excess payment shall be repaid.
- In such cases the employee shall authorise the necessary deductions in writing.
- The employees pay slip shall then show the amount deducted each pay period and the amount of excess payment that remains to be repaid.
- If agreement cannot be reached, the excess payment shall be repaid in equal installments over a period of one month.

33 TERMINATION OF EMPLOYMENT

- An employee can be terminated without notice (summary dismissal) for serious breach of Company policy or serious and willful misconduct.
- 33.2 Breaches of Company policy which may form grounds for termination include, but are not limited to:
 - 33.2.1 Any criminal offense;
 - 33.2.2 Falsification of records;
 - 33.2.3 Sleeping whilst on duty;
 - 33.2.4 Smoking in non designated areas;
 - 33.2.5 Theft of venue or Company property;

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Breaching their Confidentiality Agreement; 33.2.6 Willful damage to the Company or clients property; 33.2.7 Failing to follow instruction given by management; 33.2.8 Striking another employee, Clients, Client's staff and patrons; 33.2.9 Consumption of, or being under the influence of, alcohol or non 33.2.10 prescribed drugs during working hours; and Other conduct or actions that are so serious as to justify rejection of 33.2.11 the employment contract by the Company. Casual Employees 33.3 The employment of a casual employee may be terminated by one 33.3.1 hours notice given by either the Company or the employee, or by the payment or forfeiture, as the case may be, of one hours wages in lieu thereof. 33.4 Probationary Employees The employment of a probationary employee may be terminated 33.4.1 by one hours notice given by either the Company or the employee, or by the payment or forfeiture, as the case may be, of one days wages in lieu thereof. 33.5 Permanent Employees 33.5.1 Notice of termination by an employer: Except in the case of summary dismissal, the Company will give 33.5.2 one-week notice of termination. 33.6 Notice of termination by an employee: Where an employee terminates his/her employment at his/her own 33.6.1 discretion, the employee is required to provide the Company with two (2) weeks' notice of termination. Such notice to be confirmed in writing at the earliest opportunity. 33.6.2 33.7 Return of Equipment and Property: 33.7.1 All employees upon cessation of employment are required to return to the Company's office, all uniforms, identification badges and equipment issued to them by the Company and or by the Company's client(s). Final payment of termination entitlements will only be made once 33.7.2 the above property has been returned. 33.7.3 Company property that is found to be damaged or not returned will result in the value of the property being deducted from final termination payment. 33.7.4 The above sub-clause excludes fair and reasonable wear and tear. No pro-rata payment shall be made to employees in the case of a 33.7.5 summary dismissal.

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A certificate of service and a separation certificate in accordance with the

Department of Social Security requirements will be furnished upon request.

33.8

34 PAYMENT OF WAGES

- Wages for all employees (including casuals) will be paid fortnightly by electronic funds transfer into a nominated bank account to be agreed to with the Company.
- Payment will be made within 3 working days of completion of each fortnightly pay cycle.
- 34.3 Employees shall advise the times of hours worked to the Company by midday on every Monday morning.
- 34.4 This can be done through signing timesheets completely and legibly or where timesheets are not available, by phoning the office with this information.

35 CLASSIFICATIONS AND MINIMUM RATES OF PAY

- Employees shall be paid in accordance with the grading and minimum hourly rates of pay as set out in this enterprise agreement.
- 35.2 The wage rates shown below are in each case the consolidated hourly rate payable as at the commencement date of this agreement.
- 35.3 The wage rates outlined below are inclusive of all allowances, penalties and loadings previously provided for under the Security Industry Award, and are payable for all hours worked except where otherwise expressly provided.
- 35.4 The pay scales have been developed to promote career paths within the security industry and particularly for those persons employed by RSM Security and reward performance.
- 35.5 This agreement provides on balance no net detriment to the employees covered by the agreement, in accordance with section 35 of the Industrial Relations Act 1996.

	Permanent l	Permanent Employees		Casual Employees		
	Full time & Part time Rate (p/ h)	Public Holiday Rate (p/h)	Casual Rate (p/h)	Bonus Rate (p/h)	Public Holiday Rate (p/h)	
Security Operative Level 1 Employee on probation for 0 to 6 months	\$14	\$16	-\$16	\$16	\$ 18	
Security Operative Level 2 Employee with 6 to 12 months service	\$14.50	\$ 16.50	\$ 16	(\$16 + \$1) \$17	\$ 19	
Security Operative Level 3 Employee with 12 to 24 months service	\$ 15	\$ 17	\$ 16	(\$16 + \$2) \$18	\$ 20	
Security Operative Level 4 Employee with over 24 months service	\$15.50	\$17.50	\$16	(\$16 + \$4) \$20	\$22	

36 PAY SLIPS

- Pay slips for all employees shall be available to be collected from head office on a fortnightly basis.
- Alternatively, they can be handed out at the end of each month at Company meetings, or by other arrangement as agreed with management.

37 APPOINTMENT

37.1 The Company may appoint permanent and casual staff to any level on the salary scale.

38 INCREMENTS

- 38.1 Permanent employees shall progress through each level subject to their length of service and a performance review.
- 38.2 New employees shall be employed as Level 1 Security Operatives for a period of up to 3 months.
- 38.3 After 3 months, performance shall be reviewed in accordance with the criteria set out by the Company in its_performance management policy and guidelines.
 - 38.3.1 If performance is satisfactory, they may be required to serve up to an additional 3 months on probation.
 - 38.3.2 If performance is poor, their services can be terminated.
 - 38.3.3 If performance is excellent, they may be offered full time employment and increment to Level 2.
- 38.4 Appointment to the next level is dependent on employees meeting strict criteria in the Company performance management policy and guidelines.
 - Where appointment to the next level is not recommended, a further review period shall determined.
- 38.5 Level 2 employees may progress to Level 3 after 12 months service. However, appointment to the next level is not automatic.
 - 38.5.1 Employees will be required to meet the strict criteria in the Company performance management policy and guidelines.
 - 38.5.2 Where appointment to the next level is not recommended, a further review period shall determined.
- 38.6 Level 3 employees may progress to Level 4 after 12 months service. However, appointment to the next level is not automatic.
 - 38.6.1 Employees will be required to meet the strict criteria in the Company performance management policy and guidelines.
 - 38.6.2 Where appointment to the next level is not recommended, a further review period shall determined.

39 BONUS PAYMENTS

In additional to incremental progression, permanent and casual employees shall be entitled to an additional or bonus payment paid at management's discretion where they have demonstrated improvements in performances as set out in the Company performance management policy and guidelines.

40 INCENTIVE SCHEMES

40.1 In addition to bonus payments, the Company shall develop an incentive scheme to reward employees for excellent performance and reward them on a monthly and/or annual basis.

41 PENALTIES

- An employee who does not report for duty and does not provide 48 hours notice to the Company shall be fined \$50 per shift to cover the cost to the Company of the filling the vacancy on short notice.
- An employee who starts after the rostered time shall have \$20 deducted from their wages.
 - Where the time late for duty exceeds one hour a replacement employee shall be arranged and that employee fined \$50.
- 41.3 Non-attendance at Company staff, management, and training meetings by employees shall incur a minimum fine of \$50, unless prior approval is obtained from the Operations Manager.
- An employee who does not contact the office to obtain their roster between llam and 5pm every Tuesday shall incur a penalty of a minimum fine of \$20.
- Employees who do not advise the Company of their hours worked as outlined in Clause 16 shall incur a penalty of a minimum fine of \$20.

42 SICK LEAVE

- 42.1 An employee rostered to work a particular day who is unable to attend for rostered duty during working hours on that day by reason of personal illness or incapacity is entitled to be paid subject to the following conditions:
 - Paid leave is not available for any period in respect of which an employee is entitled to workers' compensation.
 - 42.1.2 An employee shall be entitled to a maximum of 38 hours paid sick leave each year.
 - 42.1.3 Sick leave is payable after 3 months service and is not accumulative from year to year.
 - 42.1.4 An employee unable to attend for work on account of personal ill health or incapacity is required to notify the Company not less than 24 hours before the commencement of their scheduled shift.
 - 42.1.5 Failure to advise the Company in this manner, without good reason, will render that particular shift absence unpaid.
 - 42.1.6 In order to attract payment for sick leave absences in any given year, an employee will be required to produce a statutory declaration stating the reason for the absence or a medical certificates signed by a duly qualified medical practitioner.

43 ANNUAL LEAVE

- Employees (except casuals) are entitled to 4 weeks annual leave per annum.
- 43.2 Annual Leave becomes available to be taken on the anniversary of each year of employment with the Company.

- The leave shall be taken on a rostered basis so as to ensure maximum use of relief and casual Employees.
- 43.3 Leave must be applied for and taken in one of the following ways:
 - 43.3.1 l continuous period (4 weeks);
 - 43.3.2 2 or more separate periods (as agreed); and
 - Other arrangement by agreement between the Company and the employee. I.e., more than two periods or "cashing in" the equivalent monetary amount in full or in part.
- Part time employees will be entitled to pro rata annual leave based on their actual hours of work.
 - 43.4.1 If hours are not regular, the average over the preceding 12 months will be used as the basis for calculation.

44 ANNUAL LEAVE LOADING

44.1 An employee proceeding on annual leave shall be paid an annual leave loading of 17.5% of the employee's ordinary time weekly rate.

45 LONG SERVICE LEAVE

Employees covered by this agreement are entitled to Long Service Leave as per the NSW Long Service Leave Act 1955.

46 BEREAVEMENT LEAVE

- Subject to notice being given and adequate proof of death being provided, an employee (except a casual) is entitled to a maximum of two (2) day shifts paid leave on death of a:
 - 46.1.1 Spouse or de facto spouse,
 - 46.1.2 father, mother, brother, sister or parent in law,
 - 46.1.3 grandparents or grandchildren,
 - 46.1.4 child or step child,
 - 46.1.5 Son in law or daughter in law.

47 CONFIDENTIALITY AGREEMENT

- 47.1 To protect the job security of fellow employees, no employee shall use any confidential information concerning the Company or it's business affairs of any client to benefit themselves or any other person or Company, or to the detriment or intended or probable detriment of the Company.
- 47.2 All employees must sign a confidentiality agreement with the Company to this effect and any breach of this agreement may result in instant dismissal and possible legal action.

48 TRANSITIONAL ARRANGEMENTS

No existing employee at the time of registering this agreement shall suffer a reduction in his or her conditions of employment as a result of this agreement.

DECLARATION

- This Enterprise Agreement has been negotiated with thorough consultation between the Company and it's employees.
- All parties are entering into this Agreement without duress and with full knowledge as to the content and effect of the Agreement.

50 SIGNATORIES

This agreement is made on the Aday of August 1999 between RSM Security Pty Ltd and employees of the Company. Signatures of the parties to the Agreement appear below:

<i>Robert S Mouwad</i> Director	2.0 Manual	
() #	Signature	Date
David Anderburg	Daudenberg	
Employee Representative	Signature	Date
		*

Mark Gabriel
Employee Representative
Signature
Date

Nemar Jurdi
Employee Representative
Signature
Date

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