

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/145

TITLE: City Western Security Enterprise Agreement 1999

I.R.C. NO: 98/5644

DATE APPROVED/COMMENCEMENT: Approved 2 March 1999 and commenced first full pay period to commence on or after 2 March 1999

TERM:

NEW AGREEMENT OR VARIATION: New

GAZETTAL REFERENCE:

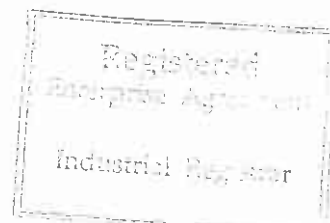
DATE TERMINATED:

NUMBER OF PAGES: 16

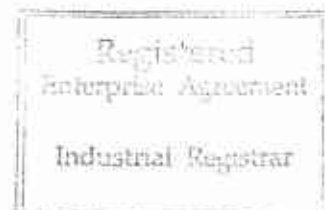
COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees engaged as Security Officer Grades 1, 2 and 3

PARTIES: City Western Security Pty Ltd -&- Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch

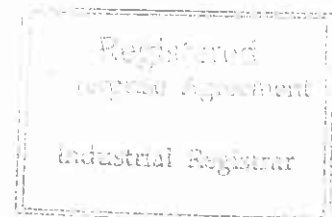


City Western Security Enterprise Agreement 1999



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Clause No. 1

TITLE

The title of this Agreement is the City Western Security Enterprise Agreement 1998.

Clause No. 2

PARTIES TO THE AGREEMENT

The parties to this enterprise agreement are City Western Security, its employees, and the New South Wales branch of the Australia, Liquor, Hospitality, and Miscellaneous Workers Union.

Clause No. 3

THE ENTERPRISE

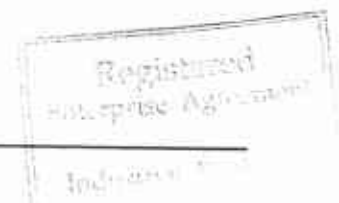
The enterprise for which the agreement is reached is the company known as City Western Security Pty Ltd – Australian Company Number 078 593 030 - and its employees who provide services to customers from their office located at 62 Grosvenor Street, Woollahra, NSW 2025.

Clause No. 3.1

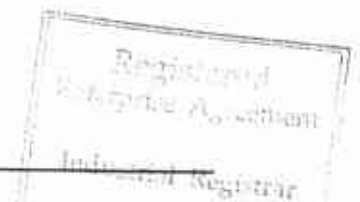
DEFINITIONS

For the purposes of clarification and verification, the following terms contained within this agreement shall be defined as follows:

- Agreement – Means the City Western Security Enterprise Agreement 1998.
- Award – Means the Security Industry (State) Award, or any award which supersedes it.
- Casual Employee – 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.
- Company – Means City Western Security Pty Ltd; the Employer.
- Day shift – Means those hours worked between 0700-1900 hours.



- Employee – Means any of the classifications of Security Officer covered by this agreement.
- Employer – Means the company, City Western Security Pty Ltd.
- Full-time employee – Means a permanent employee who is engaged to work not less than 304 ordinary time hours during each 8 week cycle.
- Negligence – Means the act of causing injury or damage to persons or property without intention, but in a manner demonstrating lack of due care and attention.
- Night Shift – Means any hours worked between 1900-0700 hours.
- Ordinary hours – Means the hours which an employee is rostered to work shifts for which the required period of notice has been given, and which are:
- (a) not in excess of 12 hours during any one shift;
 - (b) not in excess of 62 hours in any period of seven consecutive days;
 - (c) not in excess of 304 hours during any eight week roster cycle;
 - (d) not worked on shifts in excess of 6 shifts in any period of seven consecutive days;
 - (e) not worked on more than one shift commencing during any period of 24 consecutive hours.
- Ordinary Pay – Means the rates of pay set out in Clause No. 8.
- Overtime – Means either Voluntary additional hours or Compulsory additional hours. Voluntary means overtime which has been requested in writing by the employee. Compulsory means overtime worked which has not been requested by the employee.
- Part-time employee – Means a permanent employee who is engaged to work less than 304 ordinary time hours, but not less than 32 ordinary time hours over each 8 week cycle.
- Permanent employee – Means an employee who has worked an initial period of 13 weeks as a Probationary Security Officer, in accordance with Clause No. 8.3 of this agreement.
- Probationary period – Means the 13 week initial period, in accordance with Clause No 8.3 of this agreement, during which his or her suitability and performance are assessed.



Public Holiday shift – Means any hours worked between 0001-2359 hours on a Public Holiday, in accordance with Clause No. 8 of this agreement. A Public Holiday shall run from 0001-2359 on the following days: New Years Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Christmas Day, and Boxing Day.

Serious and

Wilful Misconduct – Means the conduct of an employee which is of such a nature as would constitute a repudiation by the employee of his or her contract of employment.

Supervisor – Means a person nominated and appointed by the company to carry out Grade 1, 2, or 3 duties, along with supervisory duties as detailed by the company.

Union – Means the Australia, Liquor, Hospitality and Miscellaneous Workers Union, NSW Branch.

Week – Means the period between 0001 hours on a Monday through to 2359 hours the following Sunday. The term 'week' shall also be applied when calculating a period for holiday and sick pay purposes as meaning 38 hours.

Working day – Means a 24 hour period between 0001 hours on a Monday through to 2359 hours on a Friday.

Clause No. 4

INCIDENCE AND COVERAGE

This agreement, subject to Clause 9.5.5., totally regulates the terms and conditions of employment for all permanent full time, part time, and casual employees at the enterprise engaged as Security Officers Grades 1, 2, and 3; previously regulated by the Security Industry (State) Award.

If there are any inconsistencies between this Agreement and the Award; this Agreement will, subject to the provisions of Clause 9.5.5., apply.

Clause No. 5

TERM

This agreement will operate from the date of registration and shall remain in force for a period of two years, unless varied or terminated earlier by the provisions provided by the Industrial Relations Act 1996.



Clause No. 6

NO DURESS

This agreement was not entered into under duress by any party to it.

Clause No. 6.1

UNION MEMBERSHIP

The company shall recommend and assist all employees to become and remain financial members of the Union. The company will allow a Union official to address new employees at any induction course which may occur, and will inform the Union of any such induction course. Where an induction course does not occur, the company shall provide a new employee with details of the Union, and allow an official of the Union to address such a new employee during normal working hours at a time by mutual agreement between all parties.

The company will facilitate the payment of Union fees by implementing a Pay Roll Deduction Scheme. Upon receipt of a Union Deduction Authority form which has been properly signed by an employee, the company shall deduct Union fees from the wages due to the said employee and shall remit agreed amounts so deducted to the Union on a quarterly basis, together with a list of the names of the employees from whose wages deductions have been made.

Clause No. 7

ANTI-DISCRIMINATION

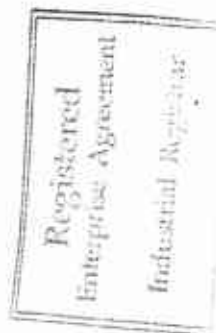
The parties agree to interpret and apply the provisions of this agreement in a manner which is not in breach of the Anti-Discrimination Act 1977.

Clause No. 8

CLASSIFICATIONS AND RATES OF PAY

Set out below are the classifications covered by this agreement with the relevant rates of pay.

	Level 1	Level 2	Level 3	Voluntary Overtime	Compulsory Overtime	Public Holiday
Grade 1	\$12.75	\$13.96	\$14.91	\$16.00	\$18.00	\$18.00
Grade 2	\$13.25	\$14.42	\$15.39	\$16.63	\$18.70	\$19.00
Grade 3	\$13.55	\$14.91	\$15.89	\$17.00	\$19.13	\$20.00



Pay levels.

Base pay level means the rate of pay which is payable to an officer for all ordinary hours of work and for all hours of paid leave, defined in the terms of the span of hours during which the Officers ordinary hours of work are performed, as follows:

Level 1 – is the rate payable to employees who work ordinary hours only on weekdays and with at least 51% of their ordinary hours as day work on weekdays.

Level 2 – is the rate payable to employees who work ordinary hours either:
(i) Only on weekdays with less than 51% of their ordinary hours as day work on weekdays.
(ii) On both weekdays and weekends and with at least 36% of their ordinary hours as day work on weekdays.

Level 3 – is the rate payable to employees who work ordinary hours on both weekdays and weekends and with less than 36% of their ordinary hours as day work on weekdays.

Weekdays are from 0001 hours on Monday through to 2359 hours on Friday.

Weekends are from 0001 hours on Saturday through to 2359 hours on Sunday.

Day work on weekdays means work which is performed between the hours of 0700-1900, Monday to Friday.

Public Holiday rates shall apply from 0001 hours to 2359 hours on the following seven public holidays: New Years Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Christmas Day, and Boxing Day.

The rates provided in this clause will be increased by the same percentage as any increase which might apply to the parent Award during the life of this agreement, such increase shall apply from the same time as that date applied to the Award.

Clause No. 8.1

CASUAL EMPLOYEES

A casual employee shall be paid at the basic pay rate plus 23%, which inclusive of casual loading plus 1/12 Annual Leave allowance.



Clause No. 8.2

PART-TIME EMPLOYEES

A part-time employee shall be paid the same rate per hour as is payable under the provisions of Clause No. 8 to a full-time security officer for performing the same classification of work.

Clause No. 8.3

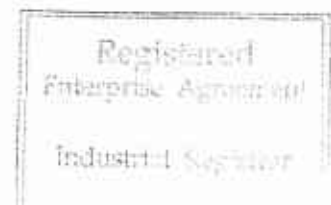
PROBATIONARY EMPLOYEES

- 8.3.1. A Probationary Security Officer is a Security Officer who has not accrued 13 weeks continuous service with the company. Upon completion of 13 weeks continuous service, a Probationary Security Officer will become eligible for appointment as either a full-time or part-time Security Officer.
- 8.3.2. During the probationary period, Probationary Security Officers will be assessed by the company as to their suitability for the job. Any areas of concern will be brought to the employees attention and counselling will occur.
- 8.3.3. During the first 4 weeks of employment, Probationary Security Officers may be terminated with one hour's notice.
- 8.3.4. No other probationary periods will apply after completing 13 weeks continuous service.
- 8.3.5. Current employees are excluded from any probationary periods which will apply from the date of registration of this agreement.

Clause No. 8.4

SUPERANNUATION

Superannuation shall be paid into the superannuation fund nominated by the majority of employees – a majority comprising 51% or more in favour. Superannuation will be paid at 2% above the amount guaranteed by the Superannuation Guarantee. Superannuation will be paid quarterly.



Clause No. 8.5

MINIMUM ENGAGEMENT

- 8.5.1 The minimum number of hours that can be rostered for any one engagement is 3 hours. Where the Security Officer is physically not required for at least 3 hours work, they will be paid as if they had been.
- 8.5.2 If an employee is required to attend an interview with management for disciplinary reasons, a minimum payment of 2 hours will be made for time spent on site.

Clause No. 8.6

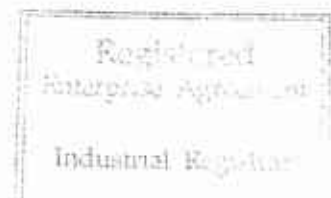
REST PERIODS

A rest period of 30 minutes is available to all employees working a period in excess of 4 hours in duration. Where practicable, the rest period shall be taken between the second and fourth hours after the time of start of shift. Time allowed as a rest will be regarded as time worked and will be paid as such, provided that employees recognise that in accordance with operational needs they will be on call throughout the period and will remain at post. In the case of full-time employees working a 12 hour shift, two rest periods of 20 minutes duration each are available. These breaks may not occur concurrently and employees will be on call throughout them, and shall remain at post. The company shall ensure at least 8 hours off duty between shifts.

Clause 8.7

PRE-SHIFT BRIEFING OR HANDOVER

In the interests of smooth transition between shifts, where the company requires that a Security Officer report to their work site for briefing and/or the transfer of equipment prior to the commencement of his or her shift, such briefing or handover will be carried out at no extra cost to the company, provided that the time taken does not exceed 5 minutes. Five minutes brief or handover time has been taken into consideration to establish the rates of pay set out in this Agreement.



Clause No. 9

PAYMENT OF WAGES

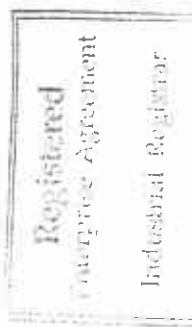
- 9.1 Employees shall be paid fortnightly, on alternate Tuesdays, by Electronic Funds transfer. The employee shall provide a suitable account to facilitate same-day transfer of funds. Wages will be deposited by 2359 hours on the corresponding Tuesday.
- 9.2 Any shortfall in wages is to be notified to the company. The shortfall must be rectified within 2 working days, unless otherwise agreed between employee and the company. If the error is not corrected within two working days, all subsequent hours worked shall be paid at the Compulsory Overtime rate, until the underpayment is corrected.
- 9.3 Any excess in wages made in error; then the company shall notify the employee of the error at the earliest opportunity, and reach an 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 within two working days of being notified. If written authorisation is not received within two working days, then the company may deduct 20% of the amount due from each of the following five pays. If an employee leaves the company within that period, the remainder of the amount owing will be deducted in full from any termination pay due to the employee.
- 9.4 A pay period is 14 days, from the first shift worked on the first Sunday in that period to the last shift worked on the last Saturday in that period, inclusive of all hours worked during the last shift.

Clause No. 9.5

TRAINING ALLOWANCE

9.5.1. Permanent employees shall, after 12 months employment, be entitled to receive a payment as outlined at the table at 9.5.2., which is to be used for the purpose of undertaking relevant industry training. Employees shall be encouraged to participate in such training, the aim being for all employees to successfully complete the Certificate IV in Security Operations.

9.5.2.	Employee	Payment per annum
	Security Officer Grade 1, 2, or 3.	\$1000.00
	Supervisor	\$2000.00



- 9.5.3 The employee shall receive payment of the allowance in full on completion of each years service. on production of evidence of enrolment in such training course.
- 9.5.4 Once an employee has successfully completed the Certificate IV in Security Operations, the allowance may be used for any relevant training agreed between the company and the employee.
- 9.5.5 If, during the term of this agreement, a Training Award, or variation to the Security Industry (State) Award in respect to training occur, the provisions of that Award or variation shall be in addition to the provisions of this Clause 9.5.

Clause No. 10

HOURS OF WORK

Ordinary hours of employment for permanent full time employees shall be 38 hours per week.

Clause No. 10.1

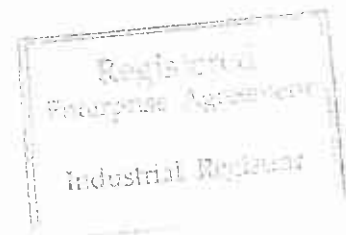
OVERTIME

Overtime is defined as all hours worked beyond 38 hours per week. Overtime is either Voluntary or Compulsory, and will be paid in accordance with Clause No. 8., and as defined in Clause No. 3.1.

Clause No. 11

UNIFORMS AND EQUIPMENT

All necessary uniforms and equipment shall be provided by the company, excepting belt and associated belt items, holster, and footwear. It is the responsibility of each officer to take reasonable care of all equipment in his charge. Any equipment damaged or lost shall be replaced at the Security Officer's expense.



Clause No. 12

ANNUAL LEAVE

- 12.1 Annual leave is in accordance with the Annual Holidays Act 1944, and the company shall give 152 hours of paid leave per year.
- 12.2 After 12 months employment, the employee shall be entitled to an additional 38 hours per year.
- 12.3 Payment for Annual Leave will be paid on a normal fortnightly basis, as though the employee were at work. Payment in advance will be made, providing at least 14 days notice has been given.
- 12.4 Pay for Annual Leave shall be at the employees normal level of pay, for ordinary hours.

Clause No. 13

LONG SERVICE LEAVE

In accordance with the Long Service Leave Act 1955.

Clause No. 13.1

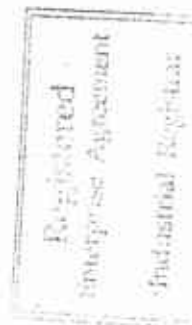
BEREAVEMENT LEAVE

Subject to notice being given and adequate proof of death being provided, an employee (except a Casual) is entitled to a maximum of 15.2 hours per year Bereavement Leave, on the death of a spouse (including de-facto), family by birth and by law. Bereavement Leave is not cumulative.

Clause No. 14

SICK LEAVE (OR SPECIAL FAMILY LEAVE)

- 14.1 During the first year of employment an employee shall be entitled to Sick Leave or Special Family Leave on the basis of 7.6 hours per 2 months worked, up to 10 months, totalling 38 hours for the first year.
- 14.2 During the second and subsequent years service an employee shall be entitled to 76 hours Sick Leave or Special Family Leave per year.
- 14.3 Sick Leave or Special Family Leave is cumulative. At the end of the third year of employment, an employee may be paid for unused sick leave, the balance



between 76 hours and that accumulated. Sick Leave or Special Family Leave shall be paid at the employee's normal level of pay, for ordinary hours.

Clause No. 15

JURY SERVICE

- 15.1 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 2 weeks in any period of jury service.
- 15.2 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.
- 15.3 An employee shall be required to produce to the employee proof of jury service fees received and proof of requirement to attend and attendance of jury service. An employee shall give the employer notice of such requirement as soon as practicable after receiving notification to attend for jury service.

Clause No. 16

TERMINATION OF EMPLOYMENT

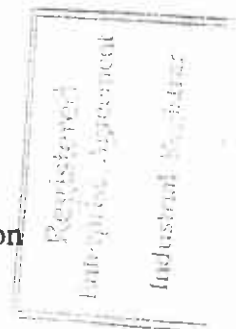
- 16.1 The employment of a Casual employee may be terminated by one hour's notice, given by either the company or the employee, or by the payment or forfeiture, as the case may be, of one hour's wages in lieu thereof.
- 16.2 The employment of a Probationary employee may be terminated by one hour's notice during the first 4 weeks employment; then 24 hour's notice during the following 4 weeks; and one weeks notice for the final 5 weeks employment, by either the company or the employee, or by the payment or forfeiture, as the case may be, in lieu thereof.
- 16.3 The employment of Permanent employees may be terminated by the company by giving the following notice of termination:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

- 16.3.1 An employee over 45 years of age and with at least 2 years continuous service shall be given an additional 1 weeks notice.



- 16.3.2 Part time employees are entitled to the same periods of notice as permanent employees.
- 16.3.3 Payment in lieu of all or part of the notice prescribed in 16.3 and 16.3.1 may be made.
- 16.4 A permanent employee is required to give the company 7 days notice of termination and such notice will be confirmed in writing at the earliest opportunity.
- 16.5 Where a permanent employee does not give notice then one weeks pay may be forfeited. One week shall be deemed as 7 days for the purpose of this Clause, and those rostered shifts which are not worked by the employee in that period may be deducted from the final termination payment, unless not worked due to sick or other such reasonable leave of absence, to a maximum of 38 hours pay at the employee's normal rate of pay for ordinary hours.
- 16.6 All employees upon cessation of employment are required to return to the company's office, all uniforms, badges, keys, and equipment issued to them by the company and/or by the company's client. Final payment of termination entitlements will only be made once the above property has been returned – payment being either by company cheque or fortnightly wages EFT, at the choice of the employee. Company property which is found to be damaged or is not returned will result in the value of the property being deducted from the final termination payment (excluding fair wear and tear).
- 16.7 The company reserves the right to terminate any employee without notice (summary dismissal) for, serious breach of company policy and other forms of serious and wilful misconduct. Breaches of company policy which may form grounds for termination include but are not limited to:
- (a) Smoking in non-designated areas.
 - (b) Sleeping whilst on duty.
 - (c) Dangerous driving whilst on duty.
 - (d) Misuse of company vehicles.
 - (e) Wilful damage.
 - (f) Theft.
 - (g) Any criminal offence.
 - (h) Striking or threatening another employee.
 - (i) Falsification of records.
 - (j) Consumption of, or being under the influence of alcohol or non-prescribed drugs during working hours.
 - (k) Other conduct or actions that are serious enough to warrant rejection of the employment contract.
 - (l) Misuse of firearms, negligent or otherwise.
- 16.8 Performance based termination will only occur after counselling and explanations of what is required, and following two written warnings. In some



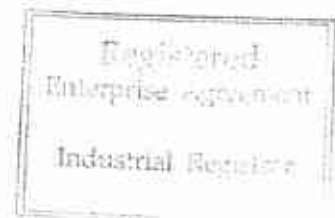
cases the company may deem that the performance issue is so severe that a final warning may be issued without previous discussion or a prior written warning.

- 16.9 Abandonment of employment shall be deemed to have occurred if an employee is absent from work for a continuous period of 4 shifts without having first notified the company or gained consent. In such a case a letter will be sent to the employees last known address stating that if the company does not hear from the employee within 48 hours, it will consider the abandonment as termination without notice, and Clause 16.5 will apply. The employee may in the future outline reasons for such abandonment if they are seeking re-employment, in writing, which will be considered by the company.

Clause No. 16.10

DISPUTES PROCEDURE

- 16.10.1. It is the intention of this Agreement to eliminate disputes. It is agreed that the parties to this Agreement shall confer in good faith with a view to resolving the matter.
- 16.10.2. The matter must first be discussed by the aggrieved employee with his or her immediate supervisor.
- 16.10.3. If not settled, the employee may request a Union representative to be present and the matter must be discussed with a senior representative of the company.
- 16.10.4. If this does not lead to the resolution of outstanding matters, then the matter may be referred to the Industrial Relations Commission.
- 16.10.5. Depending on the nature of the matter involved, considerations of urgency or the number of employees concerned, it may be appropriate for earlier stages of this Disputes Procedure to be by-passed.
- 16.10.6. It is agreed that the status quo will remain and no industrial action will occur whilst the Disputes Procedure is being followed.
- 16.10.7. Nothing in the Disputes Procedure shall operate to the prejudice of an employees health and safety.

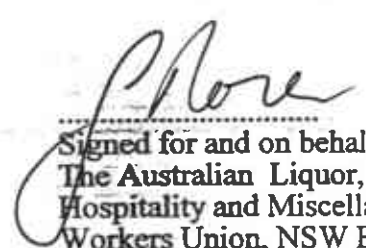



Clause No. 17

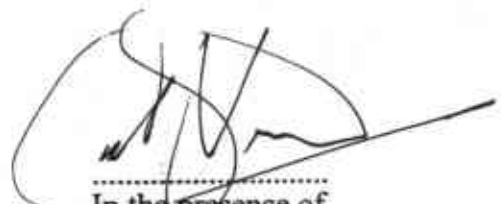
SIGNATORIES TO THE AGREEMENT

This Agreement is made at SYDNEY

on this the SECOND day of MARCH 1999


Signed for and on behalf of
The Australian Liquor,
Hospitality and Miscellaneous,
Workers Union, NSW Branch


Signed for and on behalf of
City Western Security Pty.


In the presence of


In the presence of

Registered
Enterprise Agreement
Industrial Register