

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/14

TITLE: Bajek Pty Limited t/as C.A. Security Enterprise Agreement 1998

I.R.C. NO: 99/5867

DATE APPROVED/COMMENCEMENT: 6 December 1999

TERM: 24 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 17

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees of Bajek Pty Limited t/as C.A. Security located at Toowoon Bay, NSW

PARTIES: Bajek Pty Ltd -&- Trevor Butcher, Leslie Caslick, Michael Eilerson, Ross Fletcher, Phillip Good, Peta Hill, David McCarthy, Todd Nathan, Corey O'Donnell, Garry Taber, Leisa Tapsell, Stephen Webb, Mark Whalan, David Williams



**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/14

TITLE: Bajek Pty Limited t/as C.A. Security Enterprise Agreement 1998

I.R.C. NO: 99/5867

DATE APPROVED/COMMENCEMENT: 6 December 1999

TERM: 24 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 17

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees of Bajek Pty Limited t/as C.A. Security located at Toowoomba Bay, NSW

PARTIES: Bajek Pty Ltd -&- Trevor Butcher, Leslie Caslick, Michael Eilerson, Ross Fletcher, Phillip Good, Peta Hill, David McCarthy, Todd Nathan, Corey O'Donnell, Garry Taber, Leisa Tapsell, Stephen Webb, Mark Whalan, David Williams



BAJEK PTY LIMITED t/as C.A SECURITY ENTERPRISE AGREEMENT 1999

<u>SUBJECT</u>	<u>CLAUSE NO.</u>
Part 1 - Agreement Formalities	
Title	1.0
Date and Period of Operation	1.1
Parties Bound	1.2
Relationship to Parent Award	1.3
Aims of Agreement	1.4
Joint Consultative Committee	1.5
Access to the Agreement	1.6
New Employees	1.7
Definitions	1.8
Part 2 - Terms of Employment	
Full-Time	2.0
Fixed Roster Permanent Part-Time	2.1
Casual	2.2
Probationary Period	2.3
Classification Structure	2.4
Remuneration	
Part 3 - Hours of Work and Rosters	
Ordinary Hours	3.0
Shift work	3.1
Rosters	3.2
Minimum Engagement	3.3
Rest Periods	3.4
Pre-Shift briefing	3.5
Dual Posts	3.6
Travelling Expenses	3.7
Shift Hour	3.8
Break Between Shifts	3.9
Part 4 - Leave	
Sick Leave	4.0
Annual Leave	4.1
Jury Service	4.2
Leave to attend Court	4.3



Part 5 - Other Conditions

Payment of Wages	5.0
Occupational Superannuation	5.1
Termination of Employment	5.2
Abandonment of Employment	5.3
Disputes Settlement Procedure	5.4
Review Procedure	5.5
Health & Safety	5.6
Equal Opportunity & Discrimination	5.7
Security licences	5.8
Uniforms and Protective Clothing	5.9
Attendance at Repatriation Centres	5.10
Incidental and Peripheral Tasks: Staffing levels	5.11
Firearms	5.12
General Conditions	5.13
Confidential Information	5.14

Part 6 - Declaration and Signatories

Declaration	6.0
Future Negotiations	6.1
No Extra Claims	6.2
Signatories	6.3



PART 1 - AGREEMENT FORMALITIES

1.0 Title

This Agreement is known as the **BAJEK PTY LIMITED v/as C.A. SECURITY Enterprise Agreement 1998**.



1.1 Date and Period of Operation

1.1.1 This Agreement will take effect from the beginning of the first pay period commencing on or after the date of registration of this agreement by the Australian Industrial Relations Commission and shall remain in force for a period of two years.

1.1.2 At the end of the three year period of operation this Agreement shall either be replaced by a further Agreement between the Parties or, if no such Agreement is negotiated, then the Parties hereby agree that this Agreement shall be terminated and will thereafter be regulated by the Security Industry (State) Award or any successor to that Award.

1.2 Parties Bound:

This Agreement is binding on **BAJEK PTY LIMITED v/as C.A SECURITY** located at Toowoomb Bay, and to all Employees of **BAJEK PTY LIMITED v/as C.A. SECURITY, know hereafter as C.A SECURITY, employed in the State of New South Wales.**

1.3 Relationship to Parent Award

The terms and conditions of this Agreement replace in total the terms and conditions of the Security Industry (State) Award and all variations thereof, which would otherwise govern the employment relationship at the enterprise of employees employed to perform the classes or work to which this Agreement applies.

1.4 Aims of Agreement

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.

1.5 Joint Consultative Committee

The parties governed by the Agreement will encourage the existence and utilisation of a Consultative Committee, formed for the purpose of negotiating the new agreement. Comprising three (3) employees and two (2) managerial members, the Committee will meet, at agreed times and will be a forum for open discussion on matters affecting the efficiency and productivity of the enterprise, as well as determining such other issues as set out in this agreement. The ongoing relevance of the Committee and the desired regularity of meetings will be determined by the Committee itself.

1.6 Access to the Agreement

Every employee will be provided with one (1) copy of the agreement, once it has

been certified. New employees will receive a copy of the Agreement on commencement with C.A.SECURITY.

1.7 New Employees

The Parties agree that any employee who is engaged by C.A.SECURITY to provide security services, during the period of this Agreement, will be covered by this Agreement.

1.8 Definitions

Additional Hours: Means any hours worked outside of and/or in excess of the limits prescribed for ordinary hours (as defined).

Agreement: Means the *BAJEK PTY LIMITED t/as C.A.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 or a full week's work each week, nor an ongoing employment relationship.

Company: Means *BAJEK PTY LIMITED t/as C.A.SECURITY (ACN 083 198 109)*.

Consultative Committee: Means the Committee established for the purposes of joint consultation between management, the employees and the union.

Cleaners: All staff employed by C.A.SECURITY to perform cleaning duties.

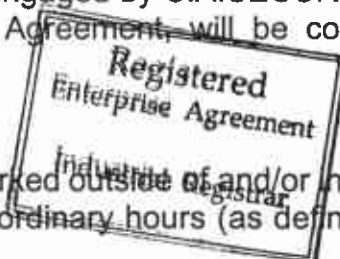
Day Shift: Means any hours worked during the period between 0600 and 1800, on any week day between 0001 on Monday and 2359 on Friday.

Day\Night Shift Means shift during which the hours worked overlap the commencement or conclusion of either the Day or Night shift.

Employee: Means any of the classifications of Security Officer covered by this Agreement.

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 during the period before 0600



and/or the period after 1800, on any week day between 0001 on Monday and 2359 on Friday.

Ordinary hours: Means the hours which an employee is rostered to work during 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 in two 12 hour shifts, without the consent of the employee.

Ordinary Pay Means the rates of pay set out in Clause 2.5 (Remuneration).

Pro-rata Means in proportion to or according to a certain rate.

Probationary Period: Means the initial sixty (60) allocated shifts of a person's employment, during which his/her suitability and performance are assessed.

Regular: Means an employee with a consistent number of consecutive shifts.

Remuneration: In this Agreement means the wage rate payable to employees for work performed.

Security Officer: Means an employee carrying out the duties outlined in Clause 2.4 (Classification Structure).

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.

Week Means the period between 0001 on a Monday and 2359 on the following Sunday.

Weekend Shift: Means any hours worked during the 48 hour period between 001 on Saturday and 2359 on Sunday.



PART 2 - TERMS OF EMPLOYMENT

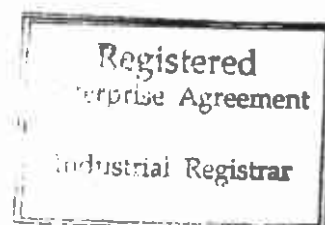
2.0 Casual Employment:

- 2.0.1 The rate of pay for a Casual Security officer will be the rate per hour payable under the provisions of Clause 2.5.1. the rate so provided includes a 15% loading in recognition of the casual nature of the work performed, and also includes an additional one twelfth of the casual ordinary hourly rate which is paid in lieu of annual leave, in accordance with the provisions of the Annual Holidays Act 1944.
- 2.0.2 As a Casual Security Officer is engaged by the hour, culmination of duties on each day represents a termination of the contractual relationship between the Company and the employee. Commencement of duties on each day represents a new contract of employment. Provided that for the purposes of payment of wages casual Security officer will be paid in accordance with Clause 5.0 (Payment of wages).

2.1 Probationary Employment:

A Probationary employee is an employee, who has not accrued sixty (60) allocated shifts of continuous service with the Company.

- 2.1.1 Upon completion of sixty (60) allocated shifts of continuous service with the Company a Probationary employee will automatically become eligible for appointment as either a Full-time, Part-Time or casual employee, depending upon the nature of the contract at the time of hiring and subject to the provision of 2.3.2 and 2.3.3.
- 2.1.2 During the probationary period, Probationary Security Officers will be assessed by the Company in order to ascertain their general suitability for the job. Any areas of concern will be brought to the employees attention and counselling will occur. Prior to the end of the probationary period, the Probationary Security officer will meet with a management representative of the Company to discuss the employee's ongoing suitability for the position. The probationary employee may request the presence of an employee representative during this meeting.
- 2.1.3 If the Management representative decides not to offer the employee a permanent position, notice will be provided in accordance with Clause 5.2 (Termination of Employment). If the decision is to offer ongoing employment the Company will review the employee's strengths and weaknesses, with a view to ensuring Continuous Service Improvement.
- 2.1.4 During the probationary period, an employee may be terminated without notice (summary dismissal) in accordance with clause 5.2.6.



2.2 Classification Structure

MIXED FUNCTIONS An employee engaged for at least two hours on any day or shift on duties carrying a higher rate than the employee's ordinary classification shall be paid the higher rate for such day or shift; provided that where an employee is engaged for less than two hours on any one day or shift the employee shall be paid the higher rate for the time so worked. Any employee who is required to perform work temporarily for which a lower rate is paid, shall not suffer any reduction in wages whilst so employed; provided that any work of less than one week's duration shall be deemed to be temporary.

2.3 Remuneration

For the purpose of this Agreement the wage rate has been expressed as a composite hourly rate of pay. This means that the wage rate outlined below are inclusive of all allowances, penalties and loadings previously provided for under the Award and are payable for all hours worked except where otherwise expressly provided. **The Wage Rate is a flat rate of \$16.00 per hour for all employees except those classified as Probationary employees.**

Probationary employees will be paid \$15.12 per hour during the period probation.

The wage rate shown above, is a consolidated hourly rate payable as at the commencement date of this Agreement.

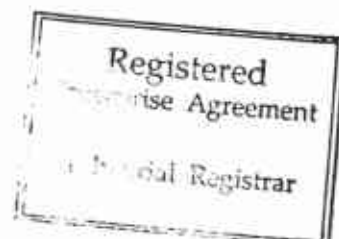
SICKLEAVE will be paid for in accordance with Clause 4.1 respectively of this Agreement.

- 2.3.1 The rate provided in 2.3 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 the date applied to the Award.
- 2.3.2 This Agreement provides in an overall sense no disadvantage to the employees covered by the Agreement.
- 2.3.3 No employee shall receive less remuneration for ordinary hours under this Agreement than would otherwise have been paid under the Award, calculated over a twelve (12) week cycle.

PART 3 - HOURS OF WORK AND ROSTERS

3.0 Ordinary Hours

All Security Officers may be rostered to work Ordinary Hours (as defined) on any shifts including weekends and public holidays.





3.1 Shift Work

There are three (4) work shifts applicable to the provisions of Security Services under this Agreement:- Day Shift, Night Shift, Day/Night Shift and Weekend Shift.

3.2 Rosters

Provided that the flexibility inherent in clause 3.0 (ordinary hours) is not undermined and the parameters are not breached, it is agreed that the Company will use its best endeavours to implement rosters in the following manner:

3.2.1 The duration of shifts for employees will be a maximum of 12 hours.

3.2.2 The specific number of shifts to be worked within the roster cycle may be determined, should a dispute arise, by agreement between the Company and the employees it shall be resolved through the auspices of the Consultative Committee.

3.2.3 If there is a need to vary the roster in any way the Company must first give notice to the employees concerned and have discussed the variations with them as soon as such variations are known. Notice of roster may be advised to an employee via a notice board, however where it is reasonable to expect an affected employee wouldn't have access to the information in the usual course of his/her duties, advise will be made via post or telephone.

3.2.4 No more than one shift shall be rostered to commence during any period of 24 consecutive hours. However that one shift may consist of two sites as referred to in 3.6.

3.3 Minimum Engagements

The minimum number of hours that can be rostered for any one engagement for Casual Security Officers is three (3) hours. Where such an employee is physically not required for at least three (3) hours work, they will be paid as if they had been.

3.3.1 In the event that an employee is required to undertake training the minimum engagement period as specified in clause 3.3 will be reduced from 3 hours to 2 hours.

3.4 Rest Periods

A rest period of 30 minutes (comprised of 3 breaks at 10 minutes each) is available to all employees working a period in excess of 4 hours in duration. Where practicable, the rest period will be taken between the fourth and fifth hours after the time of commencement of each shift. Time allowed as a rest period will be regarded as time worked and will be paid for 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.

3.5 Pre-Shift Briefing:

In the interest 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 will be carried out at no extra cost to the Company provided the briefing time does not exceed 5 minutes. If the Company requests the Security Officer to report for briefing more than 5 minutes prior to the commencement of the Security Officer's shift, the Security Officer shall be entitled to additional pay at the Consolidated Hourly Rate for such excess time. Five minute brief time has been taken into consideration to establish the rates of pay set out in this Agreement.

3.6 Dual Posts:

Employees by agreement with the Company may work at more than one post per day. Travel time between the locations will be counted as time worked.

3.7 Travelling Expenses:

If a Security Officer is required, in the course of his/her work, to remain away from home overnight, he/she shall be reimbursed by the Company for all reasonable expenses actually incurred in obtaining board and accommodation, providing prior approval is obtained from his/her Supervisor.

3.8 Shift Hours

In all cases shifts shall be continuous and time shall start from the commencement of employment duties and shall continue until employment duties have ceased. For the purpose of this clause, employment duties include the collection and return of any equipment required by the employee to carry out duties as directed by the Company.

3.9 Break between shifts

An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that such employee has not had at least eight hours off duty between those times shall be released after completion of such overtime until the employee has had eight hours off duty without loss of pay for ordinary working time occurring during such absence.

PART 4 - LEAVE

4.0 Sick Leave

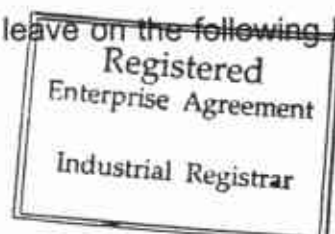
An employee rostered in advance to work a particular day who is unable to attend for duty during ordinary working hours on that day by reason of personal illness or incapacity is entitled to be paid at the rate of pay applicable to the time of such non attendance, subject to the following conditions and limitations.

4.0.1 Paid Leave is not available for any period in respect of which an employee who is entitled to Workers' Compensation.

4.0.2 During the first year of employment an employee shall be entitled to a maximum of five (5) day's paid sick leave on the basis one day's paid sick leave for each completed two month's service. Sick Leave may not be accrued on a yearly basis.



- 4.0.3 For the purpose of this clause "one day's sick leave" equates to an absence from duty for a period equal to the duration of the shifts normally worked by the employee.
- 4.0.4 As an incentive aimed at reducing the proliferation of sick leave, after twelve months of continuous service, in the event that an employee retains a period of five (5) days in his/her sick leave bank, then the employee is entitled to be paid an amount equal to the 5 days, calculated on an hourly rate of pay based on regular shifts worked during the preceding twelve months.
- 4.0.5 Definitions of Continuous Service: For the purpose of this clause continuous service shall be deemed not to have been broken by:
- 4.0.5.1 any absence from work on leave granted by the employer; or
 - 4.0.5.2 any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall in each case be upon the employee.)
- 4.0.6 Injury at work: Notwithstanding any other provisions of this clause, an employee suffering injury through an accident arising out of and in the course of such employee's employment necessitating attendance during working hours of a doctor, chemist or trained nurse, or at a hospital, shall not suffer any deduction from pay for the time (not exceeding four (4) hours) so occupied on the day of the accident and shall be reimbursed by the Company for all expenses reasonably incurred in connection with such attendance and expenses shall include fares.
- 4.0.7 An employee unable to attend for work on account of personal ill health or incapacity is required to notify the Company not less than three (3) hours before the commencement of their scheduled shift. Failure to advise the Company in this manner, without good reason, will render that particular shift absence unpaid.
- 4.0.8 In order to attract payment for sick leave, absences must be supported by the provision to the Company of:
- 4.0.8.1 in the case of the first two day absent in any given year a statutory declaration stating the reason for absence;
 - 4.0.8.2 in the case of all other absence, medical certificates signed by a duly qualified medical practitioner.
 - 4.0.8.3 where a Public Holiday falls on, immediately before, or immediately following day taken as sick leave, a doctor's certificate must be provided.
- 4.0.9 An employee shall be entitled to sick leave on the following basis:



- 4.0.9.1 304 hours of continuous service - 7.6 hours pay;
- 4.0.9.2 608 hours of continuous service - 15.2 hours pay
- 4.0.9.3 912 hours of continuous service - 22.8 hours pay
- 4.0.9.4 1216 hours of continuous service - 30.4 hours pay
- 4.0.9.5 1520 hours of continuous service - 38 hours pay

4.1 Annual Leave

All employees will be entitled to 4 weeks annual leave in accordance with the NSW Annual Holidays Act 1944.

4.2 Jury Service

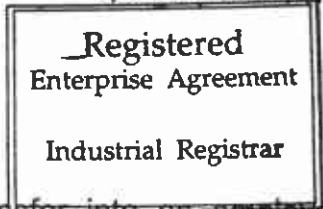
Any employee is entitled to leave of absence during any period when required to attend for Jury Service. Such employees will be reimbursed by the Company an amount equal to the difference between the Jury Service fees and the normal rate of pay as if working.

4.2.1 An employee must notify the company as soon as possible of the date upon which attendance is required. Further the employee will give the Company proof of attendance, the duration of such attendance and the amount received in Jury Fees.

4.2.2 Jury Service Leave is not available for any period in respect of which an employee is already on annual holidays.

4.3 Leave to attend Court

If it is necessary for an employee to attend a Court on the Company's or Company's client's behalf in connection with any matter arising out of or in connection with an employee's duties, the employee, if working night shift, will be rostered off duty for the night shift immediately following the Court attendance but be paid as if he/she had worked, Day shift employees will be paid for the shift they would have been working had they not been attending Court. If an employee attends on a day they are not normally rostered to work, they will be paid for the time spent in Court, plus reasonable travelling time at the ordinary rate of pay.



PART 5 - OTHER CONDITIONS

5.0 Payment of Wages

Wages will be paid fortnightly by electronic funds transfer into an employee's nominated bank account. Payment will be effected within three (3) office working days of completion of each fortnightly pay cycle, not later than Thursday in the week. Any decision to change from fortnightly to weekly, must be preceded by written notice to employees giving two months in advance of an intention to change.

5.0.1 Employees shall be advised in writing of the method being used and once so advise the method shall not be changed without prior written notification to the employee.

5.0.2 The Company shall specify the day upon which wages shall be paid into a bank or other account. The Company will not be held responsible or

liable for any delay in payment arising due to any circumstances created by the bank.

5.0.3 **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 the Company and the employee shall 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 and the employee's pay-slips shall then show the amount deducted each pay period and the amount of excess payment which remains to be repaid. In the event that agreement cannot be reached the excess payment shall be repaid in equal instalments over a period of one year.

5.1 Occupational Superannuation

Employees are entitled to Occupational Superannuation in accordance with the provisions of the Occupational Superannuation Guarantee (Administrative) Act 1992. Company contributions will be made to ANZ BANKING CORPORATION on a monthly basis. In addition to the Company contributions referred to above each employee is free to contribute personally such amounts as they deem appropriate.

5.2 Termination of Employment:

The rights and responsibilities for termination of employment are subject to the following provisions:

5.2.1 **Causal Employees:** The employment of a Casual employee may be terminated by twenty four (24) hours notice given by either the Company or the employee, or by the payment or forfeiture, as the case may be, of one (1) hours wages in lieu thereof.

5.2.2 **Probationary Employees:** The employment of a Probationary employee may be terminated by twenty four (24) hours notice given by either the Company or the employee, or by the payment or forfeiture, as the case may be, of one (1) hours wage in lieu thereof.

5.2.3 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. Company property which is found to be damaged or is not returned will result in the value of the property being deducted from final termination payment (excluding fair wear and tear).

5.2.4 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 action and/or termination include but are not limited to:



1. Refusal of an allocated shift
2. Late arrival at work.
3. Smoking in non designated areas.
4. Sleeping whilst on duty.
5. Refusal to carry out the orders of a Senior Officer.
6. Dangerous driving whilst on duty.
7. Mis-use of company vehicles.
8. Wilful damage.
9. Theft.
10. Any criminal offence proven or otherwise.
11. Complaint by a Contract holder
12. Breach of client confidence
13. Not conforming to the C.A Security presentation, hygiene, uniform and general behaviour requirements document.

5.2.5 All other provisions pertaining to termination of employment will be governed by the requirements of the NSW Industrial Relations Act 1996.

5.3 Abandonment of Employment

If an employee is absent from work for a continuous period of five (5) 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 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. In the event that the employee subsequently contact the Company he/she will be invited to write a letter to the Company outlining any reasons or circumstance which the employee believes justifies their position and their desire to be re-instated. Such a letter will be taken into consideration by the Company in deciding if re-instatement is justifiable. If a dispute arises over abandonment of employment it will be dealt with in accordance with the disputes settlement procedure in Clause 5.4.

5.4 Disputes Settlement Procedure

In order to avoid industrial unrest in relation to any grievance or dispute, the parties will take all reasonable steps to ensure that the following procedure is followed responsibly and expeditiously.

5.4.1 the matter must first be discussed by the aggrieved employee with his or her immediate supervisor;

5.4.2 If not settled then the matter be discussed with the immediate supervisor and his/her superior plus another representative of the Company appointed for the purpose of this procedure.

5.5 Review Procedure Individuals

5.5.1 **Timing:** All guards, regardless of employee status, are to be reviewed every four (4) months.



5.5.2 **Process:** The review is to be conducted by at least three (3) senior officers and is open to comment by the employee concerned.

5.5.3 **Criteria:** the criteria for review is detailed in the C.A Security Performance Review Sheet, copies of which are available to all employees upon request.

All Employees

5.5.4 Every Three (3) years the entire C.A Security work force will be reviewed.

5.6 Health and Safety

The parties to this Agreement are committed to the operation of safe working practices and the good health of all employees. To facilitate this it is provided that:

5.6.1 All employees will be provided with training in the performance of their jobs consistent with good health and safety practice.

5.6.2 All work related injuries must be reported by the employee and verified in writing to the appropriate Supervisor/Manager and be noted by the same.

5.6.3 Horseplay or unauthorised or irresponsible use of Company equipment may lead to instant dismissal.

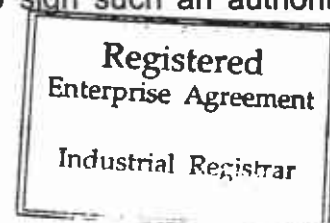
5.6.4 Concerns regarding any health and safety issues should be raised through the auspices of the Joint Employee/Company Health and Safety Committee.

5.7 Equal Opportunity and Discrimination:

The Company is an equal opportunity Company. All employees are entitled to work in an environment free from discrimination and harassment. The Company will recruit, employ and train personnel on the basis of experience, skills and on the job performance.

5.8 Uniforms and protective Clothing

All employees will be provided with the Company's shirt and tie upon commencement of work with the Company. The Company will subsidise the provision of jackets as per agreement between the Company and its employees. Where an employee is required to work in wet conditions he/she will be provided with suitable wet weather clothing including a waterproof coat or cape, water proof hat, trousers and boots. Footwear will not be provided by the Company except where there is a site or occupational health and safety requirement for special footwear. All uniforms and protective clothing supplied by the Company will remain the property of the Company. Where on termination an employee fails to return any uniform and protective clothing issued, the employer may deduct the monetary value of such uniform or clothing from the employees termination pay. Such deduction shall only occur where prior authorisation in writing has been given by the said employee. Where the employer so requests an employee shall sign such written authority upon engagement. Existing employees may be required to sign such an authority on receipt of the next issue of uniform/clothing.



5.9 Attendance at Repatriation Centres

Security officers who are ex-service personnel shall be allowed, as time worked, lost time incurred whilst attending Repatriation Centres for medical examination and/or treatment, provided that;

- 5.9.1 such lost time does not exceed four (4) hours on each occasion and a maximum of twenty (20) hours per annum; and
- 5.9.2 the Security officer produces evidence satisfactory to the Company that there is a requirement to attend the Centre.

Provided that the Company shall be entitled to deduct from such lost time any payments the Security Officer is entitled to receive for lost time from the Government in respect of any such attendance.

5.10 Incidental and Peripheral Tasks:

Staffing Levels: the Company may direct a Security Officer to carry out such duties as are reasonably within the limits of the Security Officer's skill, competence and training.

5.11 Firearms:

An employee shall not carry firearms unless required to do so by the Company. Where an employee is required to carry a firearm in the performance of his/her duties then the following provisions shall apply:

- 5.11.1 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.

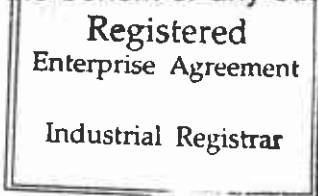
5.11.2 In the event that the Company requires a firearm to be carried, the employee directed to carry the firearm shall be paid an allowance of \$7.72 per shift in addition to the rate specified at clause above.

5.12 General Conditions

- 5.12.1 The Company Shall ensure that adequate shelter is provided for the employees.
- 5.12.2 Gatekeeper's Shelter: Where practicable, proper shelter shall be provided to protect an employee from the weather.
- 5.12.3 Supply of Equipment: All equipment necessary for employees to perform their work, including firearms and ammunition when required by the Company, shall be supplied by the Company.

5.13 Confidential Information

To protect the job security of the Company's Officers, employees shall not during continuance of their employment with the Company use any confidential information concerning the Company or its business affairs or the business or affairs of any customer of the company which may have been acquired in the course of or as incidental of his/her employment for his/her own benefit or ~~the benefit of any other~~



person or company or to the detriment or intended or probable detriment of the Company. To do so may result in summary dismissal.

PART 6 - DECLARATION AND SIGNATORIES

6.0 Declaration

This Enterprise Agreement has been negotiated through extensive consultation between the Company and it's employees. The content of the Agreement has been canvassed with all parties. All parties are entering into this Agreement with full knowledge as to the content and effect of the document.

6.1 Further Negotiations:

The Parties agree to commence negotiations on a new Agreement no later than thirty six (36) months after this Agreement's registration. The parties also accept that by mutual agreement elements of the document may be renegotiated prior to the scheduled expiration date.

6.2 No Extra Claims:

The parties agree that the rates of pay set out in this document will be the rate of pay applicable for the entire life of this Agreement as specified in Clause 1.1 (date and period of operation), having regard to the provision of Clause 2.5.4 of this Agreement. Any wage increases passed on to the Security Industry (State) Award will be considered at the time of negotiating the next Agreement.

6.3 Signatories:

This Agreement is made at TUGGERAH LAKE'S MEMORIAL CLUB
on this 13TH day of OCTOBER 1999

CLAYTON HARRISON

Clayton Harrison

Signed for and on behalf of C.A Security

.....

Employees:



PART 6 - DECLARATION AND SIGNATORIES

PAGE TWO (2)

6.3 Signatories: This Agreement is made at Tuggerah Lakes memorial club
on this the Thirteenth day of October 1999

.....
Signed for and on behalf of BAJEK Pty Limited t/as CA SECURITY.

EMPLOYEE NAME

SIGNATURE

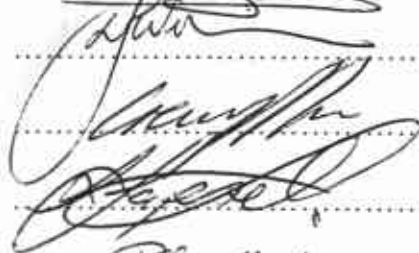
Mick Eilersen



Chris Byers



DAVID WILLIAMS



CRAIG BUDDEN

Leisa Tapsell

Leisa Tapsell


PETA HILL

Ross Fletcher



Leslie Castella

KEVIN DANGEL



Phillip Good

Trevor Butcher



STEPHEN WEBB

Gary Taber



Tui Smith

