

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/25

TITLE: Professional Crowd Control (Security Officers) Enterprise Agreement 1999

I.R.C. NO: 99/6244

DATE APPROVED/COMMENCEMENT: 8 December 1999

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** New

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DATE TERMINATED:

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**COVERAGE/DESCRIPTION OF
EMPLOYEES:** Applies to employees engaged in security work

PARTIES: Gregory Ronald Bloom -&- Dennis Michael Brandy, Mark Andrew Jackson, Professional Crowd Control



Professional Crowd Control Enterprise Agreement



**Registered
Enterprise Agreement
Industrial Registrar**

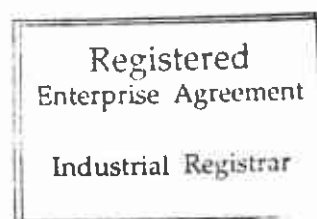
1999

PROFESSIONAL CROWD CONTROL (SECURITY OFFICERS) ENTERPRISE AGREEMENT 1999

This agreement is in three parts: General: applies to both permanent and casual employees; conditions applying to permanent employment; and conditions applying to casual employment.

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1 GENERAL

1.1 TITLE

1.1.1 This agreement shall be known as the Professional Crowd Control (Security Officers) Enterprise Agreement 1999.

1.2 AIMS OF AGREEMENT

1.2.1 To improve working arrangements between the Company and employees, and to provide a better and more competitive service to clients.

1.3 APPLICATION

1.3.1 The pay and working conditions of persons employed by Professional Crowd Control (hereafter called the Company) shall be those prescribed by this Agreement.

1.4 RELATIONSHIP TO OTHER AWARDS

1.4.1 This agreement replaces the Security Industry Award in full.

1.4.2 To the extent of any inconsistency between this agreement and any other award applying to Security Officers, then this agreement shall always take precedence.

1.5 ACCESS TO THE AGREEMENT

1.5.1 Copies of the agreement shall be available to all employees.

1.5.2 New employees will be made fully aware of the agreement when they apply for a position with the Company.

1.6 EMPLOYMENT PREREQUISITE

1.6.1 All employees shall provide the following prior to the commencement of the first shift:

- ◆ Personal details;
- ◆ Security license number; and
- ◆ Completed tax declaration forms.

1.7 DEFINITIONS

1.7.1 Security Officer Grade 1: Refers to an employee who performs at a basic security level as defined in their position description, including duties as required such as bar work, cleaning and other functions agreed to with clients to secure contracts.

1.7.2 Security Officer Grade 2: Refers to an employee who performs at an advanced security level as defined in their position description, including duties as required and other functions agreed to with clients to secure contracts.

1.7.3 Security Officer Grade 3: Refers to an employee who performs at a Grade 2 level, and has supervisory or leading hand responsibilities and delegated management functions.



- 1.7.4 **Position Description:** A document outlining the role, responsibilities and work expectations of each position.
- 1.7.5 **Employee:** Refers to any person employed under this agreement to do security work.
- 1.7.6 **Casual Employee:** Refers to a person employed as required by the Company. There is no guarantee of a full week's work each work, or an ongoing employment relationship.
- 1.7.7 **Permanent Employee:** Refers to an employee who has completed 3 months service as a Probationary Security Officer, and has been appointed in accordance with the provisions of this agreement either on a full time or part time basis.
- 1.7.8 **Management:** Refers to the Director or a delegated employee of the Company.

1.8 DURATION

- 1.8.1 This agreement shall take effect from the date of registration and shall continue for a period of three (3) years.
- 1.8.2 Thereafter the terms of this agreement shall remain in force in accordance with the provisions of the Industrial Relations Act 1996.

1.9 NO EXTRA CLAIMS

- 1.9.1 There shall be no further wage increases during the life of this agreement.
- 1.9.2 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.
- 1.9.3 The parties shall meet to discuss the terms of any redundancy payment to employee.

1.10 PERFORMANCE MANAGEMENT

- 1.10.1 The Company shall measure the performance of employees in accordance with the Company's performance management policy and guidelines.
- 1.10.2 Employees who performed poorly shall be counselled, penalised or terminated.
- 1.10.3 Excellent performance shall be rewarded through payment of Company bonuses.

1.11 GRIEVANCE AND DISPUTE SETTLEMENT PROCEDURES

- 1.11.1 Employees to discuss any grievance or dispute with management.
- 1.11.2 If the grievance or dispute is not settled, the matter shall be referred to the Director.
- 1.11.3 If the matter is not settled, it shall be notified to the Industrial Relations Commission in accordance with the Industrial Relations Act 1996.
- 1.11.4 While the above procedures are in progress work shall continue normally.

1.12 TRAINING AND DEVELOPMENT

- 1.12.1 The Company shall advise employees of the training required to ensure that they are kept up to date with industrial and legal requirements and have the relevant skills to do their job.



1.13 EQUAL OPPORTUNITY AND DISCRIMINATION

- 1.13.1 The Company is an equal opportunity employer.
- 1.13.2 It will employ, train and promote personnel on the basis of experience, skills, and merit and on the job performance.
- 1.13.3 All employees are entitled to work in an environment free from discrimination and harassment.

1.14 HEALTH AND SAFETY

- 1.14.1 The parties to this agreement are committed to safe working practices and the good health of employees.
- 1.14.2 To achieve this, all employees will be provided with training in the performance of their job consistent with good health and safety practices.
- 1.14.3 Any work related injuries or near misses must be reported as soon as possible by employees to the management.
- 1.14.4 Negligence, dangerous horseplay or unauthorised or irresponsible use of the Company's equipment that leads to injury may lead to instant dismissal.

1.15 DUTIES

- 1.15.1 Security Officers (employees) shall undertake all of the duties in their position descriptions and as directed by the Company from time to time in accordance with the Company's policies and procedures and meeting reasonable client requirements.
- 1.15.2 The Company may direct an employee to carry out such duties as are reasonable within the limits of the employee's skill, competence and training.
- 1.15.3 The Company may, with due notice, direct any employee to work at whatever location is required to meet the Company's contractual obligations with clients.

1.16 UNIFORMS, EQUIPMENT AND PROTECTIVE CLOTHING

- 1.16.1 Uniforms, and any equipment or protective clothing required for the job, will be provided upon commencement of work with the Company.
- 1.16.2 All uniforms, equipment or protective clothing supplied by the Company will remain the property of the Company.
- 1.16.3 Uniforms, equipment or protective clothing issued shall be properly maintained by the employees and returned when they (the employees) leave the company.
- 1.16.4 Employees are required to pay \$25 deposit per shirt and tie provided by the Company.
- 1.16.5 This deposit will be refunded when the employee leaves the Company.
- 1.16.6 Where on termination or resignation, an employee fails to return any uniform, equipment or protective clothing issued, the Company may deduct a reasonable monetary value for such item from the employee's termination pay.

1.17 APPOINTMENT

- 1.17.1 The Company may appoint permanent and casual employees to any level on the salary scale.



1.18 PAYMENT OF WAGES

- 1.18.1 Wages for all employees (including casuals) will be paid weekly by electronic funds transfer into a bank account.
- 1.18.2 By agreement with management, this may change in the future to fortnightly payments.

1.19 CLASSIFICATIONS AND MINIMUM RATES OF PAY

- 1.19.1 Employees shall be paid in accordance with the gradings and minimum hourly rates of pay as set out in this enterprise agreement.
- 1.19.2 Pay scales have been developed to promote career paths within the Company.
- 1.19.3 Pay rates are inclusive of allowances, penalties and loadings previously provided for under the Security Industry Award, and are payable for all hours worked except where otherwise expressly provided.
- 1.19.4 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 Employees		Casual Employees	
	Mon to Sun Hourly rate	Public Holiday Hourly rate	Casual Hourly rate	Public Holiday Hourly rate
Security Officer Grade 1	\$13.50	\$15.00	\$15.00	\$18.00
Security Officer Grade 2	\$14.00	\$16.00	\$16.00	\$19.00
Security Officer Grade 3	\$15.00	\$17.00	\$17.00	\$20.00

1.20 BONUS PAYMENTS

- 1.20.1 Over and above the flat hourly rate provided for in this agreement, the Company may pay bonuses, fortnightly or otherwise, to
 - 1.20.1.1 reward excellent performance, or
 - 1.20.1.2 where extra responsibilities or duties are required to be performed such as leading hand.
- 1.20.2 The bonus can increase the flat hourly rate up to \$20 per hour for the period the bonus is being paid.
- 1.20.3 The bonus is not an automatic weekly or fortnightly payment and can at any time be varied or removed at the discretion of management based on performance.

1.21 DUAL LOCATION

- 1.21.1 With management approval, employees may work at more than one location per day.
- 1.21.2 Travel time between the locations will be counted as paid work time.



1.22 ORDINARY HOURS

- 1.22.1 Refers to the hours an employee can be rostered to work on any shifts including weekends and public holidays, Monday to Sunday, for which the required period of notice has been given.
- 1.22.2 Ordinary hours shall not be in excess of 12 hours during any one shift.

1.23 PRESENTATION AND CONDUCT

- 1.23.1 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.

1.24 PENALTIES

- 1.24.1 Employees must notify the Company at least 4 hours prior to the start of a shift if they are unable to attend.
- 1.24.2 The penalty for not providing such notice shall be a deduction in pay of up to 4 hours.

1.25 EXCESS PAYMENTS

- 1.25.1 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.
- 1.25.2 The excess payment shall be repaid in equal installments over a period of one month.

2 PERMANENT EMPLOYMENT

2.1 HOURS OF WORK

- 2.1.1 Permanent employees shall work an average of 38 hours per week, Monday to Sunday.

2.2 PART TIME WORK

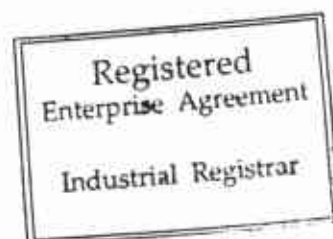
- 2.2.1 Part time employees can work between 4 and 24 hours per week by arrangement.

2.3 ANNUAL LEAVE

- 2.3.1 All employees (except casuals) shall be entitled to 4 weeks annual leave per year.
- 2.3.2 Annual Leave becomes available to be taken on the anniversary of each year of employment with the Company.
- 2.3.3 Leave must be applied for and taken by agreement with management.
- 2.3.4 Part time employees will be entitled to pro rata annual leave based on hours of work.
- 2.3.5 If hours are not regular, the average over the preceding 12 months will be used as the basis for calculation.

2.4 ANNUAL LEAVE LOADING

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



2.5 SICK LEAVE

2.5.1 An employee (except a casual) rostered in advance to work a particular day who is unable to attend for duty because of personal illness or incapacity is entitled to be paid sick leave as long as:

- ◆ They are not on workers compensation.
- ◆ They do not exceed the maximum entitlement 38 hours each year.
- ◆ They have been with the Company for at least 3 months service
- ◆ The Company is notified 24 hours before commencement of the shift.
- ◆ If requested by the Company, produce a statutory declaration stating the reason for the absence or a medical certificate signed by a qualified medical practitioner.

2.6 LONG SERVICE LEAVE

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

2.7 BEREAVEMENT LEAVE

2.7.1 an employee (except a casual) is entitled to a maximum of two (2) day shifts paid leave on death of a:

- ◆ spouse,
- ◆ de facto spouse,
- ◆ father,
- ◆ mother,
- ◆ brother,
- ◆ sister,
- ◆ parent in law,
- ◆ grandparents,
- ◆ grandchildren,
- ◆ child or stepchild,
- ◆ son in law
- ◆ daughter in law.

2.7.2 Granting such leave is subject to notice being given and proof of death being provided.

2.8 PROBATIONARY EMPLOYMENT

2.8.1 Refers to the 3 to 6 month initial trial period of a person's employment.

2.8.2 During this time, management assesses his or her performance and suitability for continued employment.

2.8.3 Where required, management may extend this probationary period.

2.8.4 Prior to the end of the 3-month probationary period, each Security Officer will meet with management to discuss ongoing suitability for the position.

2.8.5 Areas of concern will be brought to the employee's attention at such a meeting and counselling will be provided where necessary to improve performance.

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

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2.9 TERMINATION OF EMPLOYMENT

- 2.9.1 The Company can terminate an employee without notice (summary dismissal) for serious breach of Company policy or serious and willful misconduct.
- 2.9.2 Breaches which may form grounds for termination include, but are not limited to:
- ◆ Any criminal offense;
 - ◆ Falsification of records;
 - ◆ Failing to follow directions given by management;
 - ◆ Sleeping whilst on duty or smoking in non designated areas;
 - ◆ Theft of venue or Company property;
 - ◆ Willful damage to the Company or client's property;
 - ◆ Striking another employee, client, client's employees and patrons;
 - ◆ Consumption, or being under the influence of, alcohol or non prescribed drugs during working hours; and
 - ◆ Any other conduct or actions that are so serious as to justify rejection of the employment contract by the Company.
- 2.9.3 The employment of a probationary employee may be terminated by
- 2.9.3.1 one hours notice given by either the Company or the employee, or
 - 2.9.3.2 by the payment or forfeiture of one days wages in lieu thereof.
- 2.9.4 Except in the case of summary dismissal, the Company will give one-week notice of termination.
- 2.9.5 Where an employee terminates his/her employment at his/her own discretion, the employee is required to provide the Company with two (2) weeks notice of termination
- 2.9.6 Any such termination notice shall be confirmed in writing at the earliest opportunity.
- 2.9.7 A certificate of service and a separation certificate in accordance with the Department of Social Security requirements will be provided if requested by the employee.

2.10 SERIOUS MISCONDUCT

Refers to the conduct of an employee that would reasonably be considered to have broken the employee's contract of employment.

2.11 ABANDONMENT OF EMPLOYMENT

- 2.11.1 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.
- 2.11.2 In such a case a letter will be sent to the employee's 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.
- 2.11.3 If the employee subsequently contacts the Company he/she will be invited to write a letter to the Company within 24 hours outlining the reasons or circumstances which the employee believes justifies their position and state their desire to be re-instated.
- 2.11.4 The Company will, on the merits of each case, consider if reinstatement is justifiable.



