

# ENTERPRISE AGREEMENT

NO. EA 98/122  
.....

DATE REGISTERED..... 3.4.98.

PRICE \$ 30-00  
.....

REGISTER OF  
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA98/122

TITLE: All Risk Assessing Pty Limited t/as Random Security Patrols Enterprise Agreement

I.R.C. NO: 98/1060

DATE APPROVED/COMMENCEMENT: 3 April 1998

TERM: 24 months

NEW AGREEMENT OR  
VARIATION: New and replaces EA94/152

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 15

COVERAGE/DESCRIPTION OF

EMPLOYEES: Employees covered by the Security Officers (State) Award

PARTIES: All Risk Assessing Pty Ltd -&- Frank Aiello, Peter Anderson, James Askew, Jeff Austin, Doug Bayley, Paul Bensley, Shane Cardwell, Peter Chapman, Doug Choice, Robyn Chrystal, John Costa, Rodney Coutman, Leanne Ford, Tony Giuliani, Terry Goodman, Peter Hasewski, Alan Holmes, Gary Hommel, Ron Hommel, Kelvin Lansley, Shawn Lawler, Ron Lehn, Brett Lincoln, Raelene Love, Scott McIlveen, Karen McKenzie, Colin Moore, David Morgan, Nick Neophytou, Steven Pepper, Taniella Piukala, Osbourn Rajadurai, Chris Rowe





**TITLE**

**ALL RISK ASSESSING PTY LIMITED**

**Trading as**

Registered  
Enterprise Agreement  
Industrial Registrar

**RANDOM SECURITY PATROLS**

**ENTERPRISE AGREEMENT**

## RANDOM SECURITY PATROLS

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## 1. PARTIES TO THIS ENTERPRISE AGREEMENT

The Parties to this agreement are:

- i. All Risk Assessing Pty Limited trading as Random Security Patrols;
- ii. Current and future employees of Random Security Patrols.
- iii. The Australian Liquor, Hospitality and Miscellaneous Worker's Union.

## 2. STATEMENT OF INTENT

This agreement formally embodies the commitment between the Sydney Organising Committee for the Olympic Games and the New South Wales Labor Council for employees of Random Security Patrols employed at any of the venues under the control of the Olympic Co-ordination Authority.

- i. This agreement is designed to establish a flexible operational arrangement to meet the needs of the Authority, its clients and security officers employed by Random Security Patrols.
- ii. The employees and management of Random Security Patrols enter into this agreement to ensure Quality Service, Quality Personnel, Quality of the Environment and, most of all, a Quality of working life.
- iii. To facilitate the development of a multi-skilled workforce.
- iv. To promote harmonious industrial relations at the Homebush Bay Olympic Park site and other venues where Random Security Patrols provides security personnel.

## 3. RATES OF PAY

- a. The pay scales have been developed to promote career paths within the security industry and particularly for those persons employed by Random Security Patrols. The pay scales have taken into consideration the days and shifts worked during the week. It is a competency based pay scale which takes advantage of flexible shifts up to twelve (12) hours in duration over a seven (7) day week. The rates have been averaged out and ensure that there is no net detriment to any employee.
- b. **Security Officer Grade 1** - means a person employed in one or more of the following capacities:
  - i. To watch, guard or protect persons and/or premises and/or property;
  - ii. To respond to basic fire/security alarms at their designated site/post;
  - iii. As an employee stationed at an entrance and/or exit whose principal duties shall include the control of movement of persons, vehicles,



goods and/or property coming out of or going into premises or property, including vehicles carrying goods of any description to ensure that the quantity and the description of such goods is in accordance with the requirements of the relevant documents and/or gate pass and who also may have other duties to perform and shall include an area or door attendant or commissionaire in a commercial building;

provided that a security officer grade 1 may use electronic equipment such as hand held scanners or simple close circuit television systems and may be required to utilize basic keyboard skills in the performance of their duties and may perform incidental duties which may not be of a security nature.

Registered  
Enterprise Agreement  
Industrial Registrar

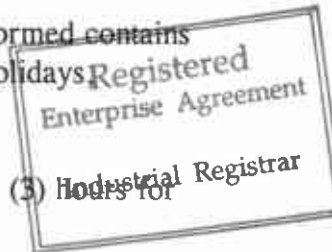
- c. **Security Officer Grade 2** – means either:
- i. An employee who is performing the duties of securing, watching, guarding and/or protecting as directed, including responses to alarm signals and is required to patrol in a vehicle two or more separate establishments or sites; or
  - ii. An employee who monitors and acts upon electronic intrusion detection or access control equipment terminating in a visual display unit or computerized print-out except for simple close circuit television systems and may be required to perform the duties of a Security Officer Grade 1.
- d. **Security Officer Grade 3** – means a person who shares the duties defined in Grade 2 (ii) and Grade 4.
- e. **Security Officer Grade 4** - means a person who in addition to performing the duties defined in Grade 2 (ii.), monitors and acts upon intelligent building management systems terminating at a visual display unit or computerized print-out that has the capacity for and requires data input from the security officer.
- f. **Security Officer Grade 5** – means a person employed substantially in a security and/or data input and/or a monitoring function within a central station and principally occupied in one or more of the following duties –
- Monitoring, recording, inputting information or reacting to signals and instruments related to electronic surveillance or any kind; co-ordinating, checking or recording the activities of Security Officers Grade 1, 2 or 3; operating or monitoring any medium of verbal communication.
- g. **Security Officer Grade 6 (Shift Supervisor)** – means a person who, whilst in charge of a shift of one or more security officers – Grade 4, carries out co-

ordinating duties in addition to normal duties of such a classification. The promotion to the position of shift supervisor is performance based and takes into account any employees' previous experience within the security industry and their level of competency.

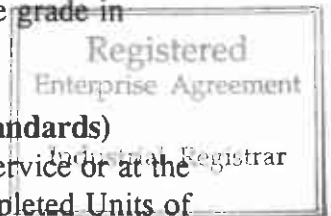
- h. **Casual Employee** – means an employee engaged and paid as such but shall not include any employee working an average of 38 ordinary hours or more per week.
  - i. The casual hourly rate appropriate to the grade or duties performed contains a component in lieu of any entitlement to sick leave, public holidays, bereavement leave, long service leave and annual leave.
  - ii. A casual employee shall receive a minimum payment of three (3) hours for each engagement to be worked consecutively.
  - iii. Casual rosters may be changed by management provided that shifts are not shortened to less than three (3) hours for each engagement.
- j. **Full-time Employee** – means a weekly employee engaged to work an average of thirty-eight (38) hours per week.
- k. **Part-time Employee** – means a weekly employee who is engaged to work regularly a minimum of ten (10) ordinary hours per week and less than thirty-eight (38) ordinary hours per week.
- l. **Fixed Term Employee** – means an employee who is employed on a full-time or part-time basis for a fixed period. An employee who is engaged on this basis shall be notified in writing of the dates on which their engagement will commence and cease. The commencing and ceasing dates may be varied by agreement. An employee engaged on this basis shall receive sick leave and annual leave paid on a pro rata basis.
- m. **Seven Day Shift Worker** – means an employee who is regularly rostered by their employer to work ordinary hours on Saturdays and/or Sundays and/or Public Holidays.
- n. **Five Day Shift Worker** – means an employee whose hours of engagement are between Monday and Friday inclusive. Such an employee may be required to work on public holidays.
- o. **Hours of Work:**

Ordinary hours means hours which are within the following limits:

- a) Not more than 12 hours in any one shift;
- b) Not more than 12 hours in any 24 hour period;



- c) Not more than two (2) separate shifts in any 24 hour period;
  - d) Not more than 38 hours per week averaged out over a 28 day roster cycle.
- p. **Additional Hours** - means those hours which are in excess of 38 hours per week averaged out over a 28 day cycle or hours which are extra to the published roster for the period of the engagement. These hours are paid for at the casual rate which applies for the grade appropriate to the additional hours worked.
- q. **Base Award Pay Rate** - means the hourly rate appropriate to the grade in accordance with the Security Industry (State) Award.
- r. **Competency Loading Intermediate (National Competency Standards)**  
 - means any employee who has completed twelve (12) months service or at the discretion of Random Security Patrols management and has completed Units of Competency at the Australian Standards Framework (ASF) to Level 3 for mobile guards, static guards and crowd controllers.
- s. **Competency Loading Advanced (National Competency Standards)**  
 - means any employee who has completed Units of Competency at ASF Level 2 as well as having completed ASF Level 3 for mobile guards, static guards and crowd controllers in addition to ASF Levels 3 & 4 for control room operators.



## 5. MEAL BREAKS

As per the Security Industry (State) Award.

## 6. PUBLIC HOLIDAYS

- i) The days on which New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day or any proclaimed day in lieu thereof for the State shall be holidays and no deduction shall be made in respect of such holidays from the wages due to any employee for the week in which such holiday or holidays occur.
- ii) In addition to the holidays prescribed in sub clause i) above, full-time, part-time and fixed term employees shall be entitled to take a paid picnic day which shall be observed on the first Monday in August or which shall be taken at a time mutually agreeable to the employer and the employee and shall be calculated at 7.6 hours.
- iii) Any full-time or part-time employee who is required to work on a public holiday shall be entitled to double time and one half for each hour worked on the public holiday. Casual employees who are required to work on a public holiday shall be entitled to double time and one half for each hour worked on the public holiday. The hourly rate will be at double time and one half the base award rate appropriate to the grade of the duties performed.



- iv) An employee who is absent from work on the day before or the day after the public holiday shall provide the employer with proof of sickness by way of a medical certificate prior to receiving payment for those days unless the employee was either on annual leave or rostered off.
- v) An employee whose day or days off coincide with a public holiday shall be paid 7.6 hours at the base award rate appropriate to the grade of the duties he would normally perform.

## 7. SICK LEAVE

As per Security Industry (State) Award.



## 8. ANNUAL LEAVE

- a. Quantum: each employee will receive 152 hours annual leave with an extra 38 hours being provided for those employees working in excess of 27% of their hours per year on Saturday and Sunday.
- b. Payment of Annual Leave: Annual leave will be paid in accordance with the Annual Holidays Act of 1944 as amended.
- c. Pay in Advance: Payment for annual leave will be made in the pay immediately prior to the commencement of the leave providing at least fourteen (14) days notice has been given.
- d. Single Days Leave: Random Security Patrols will approve single days of annual leave or leave without pay as requested by the employees.
- e. Leave Loading: As per the Security Industry (State) Award.

## 9. ATTENDANCE FOR DUTY

All personnel employed by Random Security Patrols must present for duty in sufficient time prior to their rostered shift for the purpose of receiving an adequate briefing. This time should be not less than fifteen (15) minutes. Additionally no security officer will leave his post unless he is relieved by another officer, where such a relief is rostered.

## 10. PROBATIONIONARY PERIOD

- a. Employees engaged as full-time or part-time employees without any previous service with the employer may be engaged for a probationary period of eight (8) weeks. During the first two (2) weeks of employment such employees may be terminated with one (1) hours notice. Thereafter award conditions apply.
- b. Casual employees may be terminated by one (1) hours notice.

## 11. TERMINATION

An employee can be terminated on the following grounds:

- Theft
- Striking another employee
- Falsification of records
- Consumption of or being under the influence of alcohol or non-prescribed drugs during working hours
- Gross insubordination, or
- Other conduct or actions that are so serious as to reflect a rejection of the employment contract.



### a. Performance Based Termination

Only after counseling and explanations of what is required, and following two written warnings. The final written warning will provide the employee with one days paid leave to consider his/her position. In some cases the company may deem that the performance issue is so severe as to warrant issuing of a final warning without previous discussions taking place.

### b. Termination of Employment

In all cases excepting gross misconduct one (1) weeks notice of termination is required by either the employee or the company. Payment in lieu of notice will be given by the company where appropriate. The company retains the right to withhold a maximum of one (1) weeks pay in cases where the employee does not provide adequate notice in other than pressing personal circumstances. A certificate of service and a separation certificate in accordance with the Department of Social Security requirements will be furnished on request.

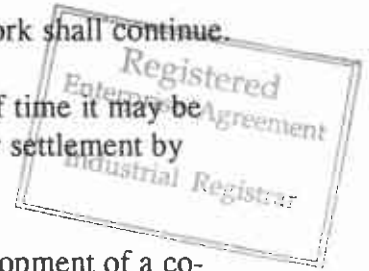
## 12. GRIEVANCE & DISPUTE RESOLUTION PROCEDURES

Subject to the provisions of the Industrial Relations Act, grievances or disputes shall be dealt with in the following manner:

- a. Employee(s) is (are) required to notify (in writing or otherwise) the employer as to the substance of the grievance, requesting a meeting with the employer for bilateral discussions and stating remedy sought. This meeting shall take place within one (1) working day, where possible, if not within two (2) working days of the issue arising (weekends and holidays excepted).
- b. If agreement is not reached then the matter shall be referred by the employer to a higher authority (where this exists) no later than one (1) working day after the period stated in sub clause a. of this clause (weekends and holidays excepted). At the conclusion of the discussion the employer must provide a

response to the employees grievance if the matter has not been resolved, including reasons (in writing or otherwise) for not implementing any proposed remedy.

- c. While the foregoing procedure is being followed normal work shall continue.
- d. If the matter is still not settled within a reasonable period of time it may be referred/notified to the Industrial Relations Commission for settlement by either party.



12.1 Random Security Patrols and the union acknowledge that the development of a co-operative relationship will greatly assist in the prevention of situations likely to give rise to industrial disputes and industrial disputation between the parties of the award.

12.2 The employer acknowledges the right of the union to represent the interests of their members employed by Random Security Patrols at the request of the employee/member.

12.3 To further facilitate union membership the employer shall:

- a. Provide payroll deduction services for union fees at the written request of the member only, with such fees remitted to the union by the 15 day of each month with such information supplied to enable the union to carry out a reconciliation.
- b. Supply all employees with an application form to join the union and any other such literature (provided by the union) at the same time as the employee is supplied with his/her Wages Declaration Form.
- c. Facilitate union membership by allowing union access to group presentations to new employees at the time of their induction.
- d. Ensure that all managerial personnel employed by Random Security Patrols are advised of the provisions of the award and the company policy regarding union membership.

### 13. PAYMENT OF SALARIES

Salaries will be paid by Electronic Funds Transfer into a nominated account within seventy-two (72) hours of the completion of each weekly pay period. Where a public holiday falls within the seventy-two (72) hour period then the period will be extended by twenty-four (24) provided that where a genuine need exists for an employee to receive his pay by the normal time a cheque will be issued for that week.

#### **14. LONG SERVICE LEAVE**

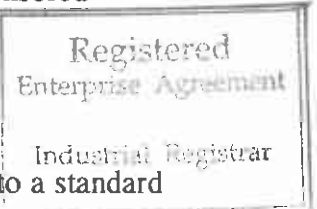
Long Service Leave is subject to and in accordance with the Long Service Leave Act of 1955 (NSW) as amended from time to time, or to any award provisions introduced subsequent to this agreement.

#### **15. SUPERANNUATION**

Employer contribution will be as per the Federal Government Superannuation levy applying at the time and will be paid into the Mercantile Mutual life Employer Sponsored Superannuation Fund No. 89057.

#### **16. FIRST AID CERTIFICATE**

All security officers are expected to obtain a Senior First Aid Certificate to a standard approved by the WorkCover Authority at their expense within the first four (4) weeks of having commenced their employment with Random Security Patrols. The employee will be encouraged to obtain higher levels of qualification and the cost of such courses will be met by Random Security Patrols.



#### **17. TRAFFIC CONTROLLERS CERTIFICATE**

All employees will be expected to obtain a Traffic Controllers certificate as issued by the Roads and Traffic Authority within the first four (4) weeks of commencing their employment with Random Security Patrols. The cost of this course will be paid for by Random Security Patrols.

#### **18. ADDITIONAL COURSES**

Additional external courses and training will be made available to every employee and the direct cost of such courses will be paid for by Random Security Patrols.

#### **19. UNIFORMS**

Probationary and casual employees are required to provide a pair of black trousers/slacks and black shoes/boots. Shirts and other apparel required to be worn will be supplied by the employer.

Full- and part-time employees, after the completion of a probationary period, will be issued with a full uniform in compliance with the client's requirements.

- a. Presentation: Random Security Patrols' security officers must maintain the highest level of presentation both in their issued uniform and personal grooming. To achieve this personnel must be prepared to commit themselves to maintaining uniforms and their personal appearance in line with company policy and client expectations.

b. To ensure the serviceability of issued uniforms and to allow for proper laundering Random Security Patrols will provide to all full- and part-time personnel the following items:

- Two (2) pairs of trousers/skirts
- Three (3) shirts
- One (1) tie
- One (1) all weather jacket
- One (1) jumper
- One (1) broad brimmed hat



c. Additional uniform items will be issued when required in line with Random Security Patrols and Occupational Health & Safety policies.

## 20. ADDITIONAL CONDITIONS

Wherever this Enterprise Agreement remains silent the provision of the Security Industry (State) Award will apply. No persons employed by Random Security Patrols will suffer any net detriment in either conditions or rates of pay.

## 21. DATE OF OPERATION

This Agreement shall take effect from the beginning of the first pay period commencing on or after the date of this Agreements Registration under the Provisions of the Industrial Relations Act 1991 and shall remain in force for a period of two (2) years from such date.

A large, stylized handwritten signature in black ink.

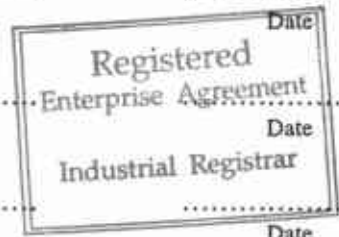
Director / President  
6/3/98.

Witnessed by [Handwritten Signature] J.P.

[Handwritten Signature]  
J. ROSE 3/4/98  
N.S.W. PRESIDENT.

PARTIES  
 PATRIES TO THE  
 ALL RISK ASSESSING PTY LIMITED t/as RANDOM SECURITY PATROLS  
 ENTERPRISE AGREEMENT

AIELLO, Frank	<u><i>F. Aiello</i></u> Sign	<u>27/2/98</u> Date
ANDERSON, Peter	<u><i>P. Anderson</i></u> Sign	<u>27/02/98</u> Date
ASKEW, James	<u><i>James Askew</i></u> Sign	<u>1-3-98</u> Date
AUSTIN, Jeff	<u><i>Jeffrey Austin</i></u> Sign	<u>27/2/98</u> Date
BAYLEY, Doug	<u><i>D. Bayley</i></u> Sign	<u>28-2-98</u> Date
BENSLEY, Paul	<u><i>P. Bensley</i></u> Sign	<u>28/2/98</u> Date
CARDWELL, Shane	..... Sign	..... Date
CHAPMAN, Peter	..... Sign	..... Date
CHOICE, Doug	..... Sign	..... Date
CHRYSTAL, Robyn	..... Sign	..... Date
COSTA, John	<u><i>J. Costa</i></u> Sign	<u>28-2-98</u> Date
COUTMAN, Rodney	<u><i>R. Coutman</i></u> Sign	<u>28-2-98</u> Date
FORD, Leanne	..... Sign	..... Date
GIULIANI, Tony	<u><i>T. Giuliani</i></u> Sign	<u>27/2/98</u> Date
GOODMAN, Terry	..... Sign	..... Date
HASEWSKI, Peter	<u><i>P. Hasewski</i></u> Sign	<u>28/2/98</u> Date



HOLMES, Alan

*A. Holmes*  
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Sign

27-2-98

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Date

HOMMEL, Gary

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Sign

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Date

HOMMEL, Ron

*R. Hommel*  
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Sign

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LANSLEY, Kel

*K. Lansley*  
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Date

LAWLER, Shawn

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Date

LEHN, Ron

*R. Lehn*  
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Sign

28-2-98

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Date

LINCOLN, Brett

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Sign



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LOVE, Raelene

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Sign

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McILVEEN, Scott

*S. McIlveen*  
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Sign

28/2/98

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McKENZIE, Karen

*K. McKenzie*  
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MOORE, Colin

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Sign

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Date

MORGAN, David

*D. Morgan*  
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Sign

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NEOPHYTOU, Nick

*N. Neophytou*  
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Sign

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Date

PEPPER, Steve

*S. Pepper*  
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Sign

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Date

PIUKALAN, Tani

*T. Piukanan*  
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Sign

27-2-98

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Date

RAJADURAI, Osbourn

*O. Rajadurai*  
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Sign

28-02-98

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Date

ROWE, Chris

*C. Rowe*  
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Sign

28-2-97

.....  
Date

## Appendix 1 - Rates of Pay

Effective from acceptance of Agreement.

### FULL- and PART-TIME EMPLOYEES

Full- & Part-time Employees	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6
5 day shift worker	\$12.20	\$12.65	\$12.85	\$13.00	\$13.30	\$13.95
7 day shift worker	\$14.15	\$14.70	\$14.90	\$15.10	\$15.45	\$16.05

### COMPETENCY LOADING

Intermediate	Advanced
\$10.00 per week	\$15.00 per week



### ADDITIONAL HOURS

Full- & Part-time employees who work additional hours will be paid at the rate appropriate to the duties performed plus \$3.00 per hour loading.

### CASUAL EMPLOYEES

Casual Employees	Grade 1	Grade 2	Intermediate	Advanced
7 day shift worker	\$17.30	\$17.95	\$2.00 per shift	\$3.00 per shift



## Appendix 2 - Rates of Pay

Effective from first pay period in March, 1999.

### FULL- and PART-TIME EMPLOYEES

Full- & Part-time Employees	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6
5 day shift worker	\$12.93	\$13.40	\$13.62	\$13.78	\$14.10	\$14.80
7 day shift worker	\$15.00	\$15.58	\$15.79	\$16.00	\$16.38	\$17.00

### COMPETENCY LOADING

Intermediate	Advanced
\$10.00 per week	\$15.00 per week



### ADDITIONAL HOURS

Full- & Part-time employees who work additional hours will be paid at the rate appropriate to the duties performed plus \$3.15 per hour loading.

### CASUAL EMPLOYEES

Casual Employees	Grade 1	Grade 2	Intermediate	Advanced
7 day shift worker	\$18.35	\$19.00	\$2.00 per shift	\$3.00 per shift