

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/239

TITLE: ACES Enterprise Agreement 1998

I.R.C. NO: 99/4377

DATE APPROVED/COMMENCEMENT: 30 August 1999

TERM: 24 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

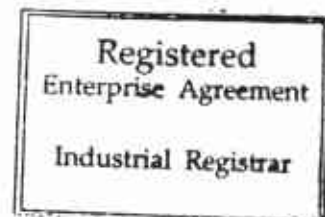
DATE TERMINATED:

NUMBER OF PAGES: 23

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of the Company engaged to provide security services during the period of the agreement

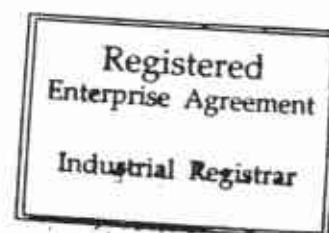
PARTIES: Australian Concert & Exhibition Security Pty Ltd -&- Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch



LHMU & ACES ENTERPRISE AGREEMENT 1999



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PART 1 - AGREEMENT FORMALITIES

- 1.0 Title:** This Agreement is known as the ACES Enterprise Agreement 1998.
- 1.1 Date and Period of Operation:** 30 August, 1999
- 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 NSW ~~Industrial Relations Commission~~ and shall remain in force for a period of two years.
- 1.1.2** At the end of the two 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 ACES located at Suite 305, Building 19A Birkenhead Point Marina, Cary Street Drummoyne New South Wales 2047 and the Australian Liquor, Hospitality and Miscellaneous Workers Union (NSW. Branch), located at 187 Thomas Street, Haymarket, Sydney, and it shall apply to all Employees of ACES 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 of 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, two (2) management and one (1) union representatives, 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 ACES.
- 1.7 New Employees:** The parties agree that any employee who is engaged by ACES to provide security services, during the period of this Agreement, will be covered by this Agreement.

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1.8 Definitions:

- Agreement:** Means the ACES Enterprise Agreement 1996.
- 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 ACES (ACN # 002 990 794).
- Consultative Committee:** Means the Committee established for the purposes of joint consultation between Management, the employees and the Union.
- Day Shift:** Means any hours worked during the period between 06:00 and 18:00, on any week day between 00:00 on Monday and 24:00 on Friday.
- Employee:** Means any of the classifications of Security Officer covered by this Agreement.
- Full-Time Employee:** Means a permanent employee who is engaged to work not less than 304 ordinary time hours during each eight (8) week cycle, and whose hours of work are fixed according to a set roster as provided for under Part 3 of this Agreement (Hours of Works and Rosters).
- 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 06:00 and/or the period after 18:00, on any week day between 00:00 on Monday and 24:00 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 consecutive hours.
- Ordinary Pay:** Means the rates of pay set out in Clause 2.5 (Remuneration).
- Overtime:** Means any hours worked outside of and/or in excess of the limits prescribed for ordinary hours (as defined).
- Part-time Employee** Means a permanent employee who is engaged to work less than 304 ordinary time hours but not less than 120 ordinary time hours over each eight (8) week cycle, and whose hours of work are fixed according to a set roster as provided for under Part 3 of this Agreement (Hours of Works and Rosters).

1.8 Definitions (continued):

- Permanent Employee:** Means an employee who has completed a period of 3 months service as a Probationary Security Officer, in accordance with the provisions of Clause 2.3 of this Agreement.
- Permanent Night Shift:** Means any night shift occurring during a roster cycle under which an employee is required to work at least two thirds of his/her working time on night shift.
- Pro-rata:** Means in proportion to or according to a certain rate.
- Probationary Period:** Means the three (3) month initial period of a persons employment, during which his/her suitability and performance are assessed.
- Public Holiday Shift:** Means any hours worked during the 24 hour period between 00:00 at the start of a public holiday and 24:00 at the end of that Public Holiday.
- Regular:** Means following a consistent pattern.
- 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.
- Seven Day Shift Worker:** Means an employee who is regularly rostered to work ordinary hours on Saturday and/or Sundays and/or Public Holidays.
- Union:** Means the Australia, Liquor, Hospitality and Miscellaneous Workers Union.
- Week:** Means the period between 00:00 on a Monday and 24:00 on the following Sunday.
- Weekend Shift:** Means any hours worked during the 48 hour period between 00:00 on Saturday and 24:00 on Sunday.
- 168 Hour Roster:** Means a shift system in which employees work an average of 39.5% of their ordinary working hours on day work, 39.5% on night work and 21% on weekend work.



PART 2 TERMS OF EMPLOYMENT

2.0 Permanent Full Time Employment: Employment as a Full-time Security Officer is restricted to employees who meet the definition of such an employee in Clause 1.8 (Definitions) of this Agreement, and who are engaged to work a set roster in accordance with Part 3 of this Agreement (Hours of Works and Rosters).

2.1 Permanent Part-Time Employment:

2.1.1 A Permanent Part-Timer's hours of work must be notified in writing to him/her at least one week prior to the beginning of each eight week roster cycle. Rosters 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 normal course of his/her duties, advice will be made via post or telephone.

2.1.2 A Permanent Part-Time Employee will be paid the same rate per hour as is payable under the provisions of Clause 2.5.1 to a Full-Time Security Officer for performing the same classification of work.

2.2 Casual Employment:

2.2.1. 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.

2.2.2 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).

2.3 Probationary Employment: A Probationary Security Officer is a Security Officer (other than a casual), who has not accrued three (3) months continuous service with the Company.

2.3.1 Upon completion of three (3) months continuous service with the Company a Probationary Security Officers will automatically become eligible for appointment as either a Full-Time or Part-Time Security Officer, 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.

2.3.2 During the three (3) month 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 three (3) month period each 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.



- 2.3.3 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 permanent employment the Company will overview the employee's strengths and weaknesses, with a view to ensuring Continuous Service Improvement.

2.4 CLASSIFICATION STRUCTURE:

- 2.4.1 Security Officer Grade 1 - means a person employed in one or more of the following capacities:

2.4.1.1. to watch, guard or protect persons and/or premises and/or property,

2.4.1.2 to respond to basic fire/security alarms at their designated site/post,

2.4.1.3 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 and/or moving within premises or property, including vehicles carrying goods of any description to ensure that the quantity and description of such goods is in accordance with the requirements of the relevant document 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;

2.4.1.4 to carry out crowd / patron control duties

provided that, a Security Officer Grade 1 may use electronic equipment such as hand held scanners or simple closed circuit television systems and may be required to utilise basic keyboard skills in the performance of their duties and may also provide escort for a person or persons carrying cash provided it is incidental to other Grade 1 duties, and may perform incidental duties which need not be of a security nature.

- 2.4.2 Security Officer Grade 2 Senior Patron Controller means either:

2.4.2.1 an employee who in addition to the duties of a Grade 1 officer has been appointed by the company as a senior patron controller, or

2.4.2.2 an employee who is performing the duties of securing, watching, guarding and/or protecting, or cash collection and/or delivering as a part of their duties, as directed, including responses to alarm signals and attendances at and minor non-technical servicing of automatic teller machines, and is required to patrol in a vehicle two or more separate establishments or sites; or

2.4.2.3 an employee who monitors and acts upon electronic intrusion detection or access control equipment terminating in a visual display unit or computerised print -out and may be required to perform the duties of a Security Officer Grade 1, or

2.4.2.4 where required by the employer, to control a dog used to assist the Security Officer to carry out the duties of watching, guarding or protecting persons and/or premises and/or property.

- 2.4.3 Supervisor

2.4.3.1 an employee who in addition to the duties of a Grade 1 or Grade 2 officer has been appointed by the company as a supervisor



2.5 REMUNERATION:

For the purposes of this Agreement all wage rates have been expressed as composite hourly rates of pay. This means that the wage rates 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 Rates shown below are in each case the consolidated hourly rate payable as at the commencement date of this Agreement. NOTE: Security Officers employed by the Company are eligible to work Overtime at any site.

	Permanent	Permanent	Permanent
HOURS	Grade 1	Grade 2	Supervisor
	\$ / hour	\$ / hour	\$ / hour
Mon-> Fri			
0600-> 1800	11.76	12.52	13.40
1800->0600	14.27	15.25	16.34
Weekends & Public Holidays	20.47	21.46	22.88
168 hrs Roster	15.38	16.81	18.46
Rostered O/T	15.38	16.81	18.46
Non-rostered O/T	20.70	22.00	23.53

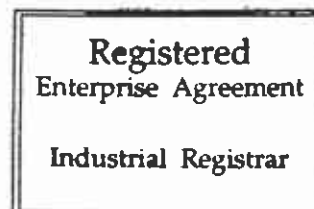
	Casual	Casual	Casual
HOURS	Grade 1	Grade 2	Supervisor
	\$ / hour	\$ / hour	\$ / hour
Monday > Sunday 0000-> 2400	18.50	19.70	21.08
Public Holidays & Overtime	24.78	26.39	28.24

The above casual rates includes the 1/12 annual leave payment

ADDITIONAL LOADING (Payable to all classifications while on Annual Leave). An extra \$1.09 per hour for all hours on Annual Leave is payable, as per Agreement Clause 4.0.6

SICK LEAVE and FAMILY LEAVE will be paid for in accordance with Clause 4.1 and Clause 8 respectively of this Agreement.

- 2.5.2 The rates provided in 2.5.1 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.
- 2.5.3 This Agreement provides in an overall sense no disadvantage to the employees covered by the Agreement.



- 2.5.4 No employee shall receive less remuneration for ordinary and rostered overtime 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 (3) work shifts applicable to the provision of Security Services under this Agreement:- Day Shift, Night Shift and Weekend Shift. Also, consolidated ordinary hourly rates have been provided for a "7 Day roster Shift System" and these rates take into account the appropriate proportion of each shift type. For the purposes of calculating the appropriate hourly rate of pay for other rosters not specifically provided for, literal application shall be given to the time periods set out in Clause 2.5 (Remuneration). Example: if an employee works 11 hours between 07:00 and 18:00 and one (1) hour between 18:00 and 19:00 he/she shall receive 11 hours pay at the day shift rate and one (1) hours pay at the night shift rate.
- 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 Work will be rostered over an eight (8) week 56 day cycle with a standard roster(s) applying to Full-Time employees and to Fixed Roster Permanent Part-Time Employees.
- 3.2.2 The duration of shifts for employees will be a maximum of 12 hours rostered to average 38 hours per week calculated over the roster cycle.
- 3.2.3 The specific number of shifts to be worked within the roster cycle may be determined, should a dispute arise, by agreement between the Company, the union and the employees it shall be resolved through the auspices of the Consultative Committee.
- 3.2.4 If there is a need to vary the roster in any way the Company must first give seven (7) days notice to the employees concerned and have discussed the variations with them, provided that the requirement for 7 days notice may be reduced by agreement between the Company and the employee concerned. 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.
- 3.2.5 No employee may work more than sixty two (62) ordinary hours, nor more than six (6) shifts of ordinary time in any period of seven (7) consecutive days without the payment at the rate provided for Non Rostered Overtime.
- 3.2.6 No more than one shift shall be rostered to commence during any period of 24 consecutive hours.
- 3.2.8 Rostering of Permanent Part-Time employees will be effected in accordance with the provisions set out in Clauses 2.1 (Permanent Part-Time Employment).
- 3.3 Minimum Engagements:** The minimum number of hours that can be rostered for any one engagement for Part-Time Security Officers and 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.

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3.3.1 If a Full-Time Security Officer works overtime in accordance with Clause 3.4 he or she will be paid for a minimum engagement of 3 hours unless the hours in question flow continuously from the end of the employees rostered hours .

3.3.2 If an employee is required to attend an interview with Management for disciplinary reasons, a minimum payment of two (2) hours will be made for time spent on site.

3.4 Overtime:

An employee may be rostered to work up to 12 hours overtime per week and shall be paid for such overtime at the rate prescribed in Clause 2.5.1 for "Rostered Overtime". Where such overtime is not included in the employees roster, or is in addition to 12 hours per week it shall be paid for at the rate prescribed in Clause 2.5.1 for "Non Rostered Overtime"

3.5 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 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.

3.5.1 Provided that in the case of Full-Time employees working a 12 hour shift, two (2) rest periods of 20 minutes duration each are available. Where practicable, the first rest period will be taken between the second and fourth hours after the time of commencement of the shift and the second between the eighth and tenth hours after the time of commencement of the shift. These breaks may not occur concurrently and employees will be 'on call' throughout them and shall remain at post.

3.6 Pre-Shift Briefing: 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 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.

3.7 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.

3.8 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.

3.9 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.



- 3.10 **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. If on the instructions of the Company such an employee resumes or continues work without having had eight hours off duty the employee shall be paid at the Non Rostered Overtime rates until released from duty for eight hours and such employee shall then be entitled to be absent 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 **Annual Leave:** All permanent employees are entitled to four (4) weeks Annual Leave per annum in accordance with the NSW. Annual Holidays Act 1944. Annual Leave (including all existing accrued leave) will be converted to hours for the sake of consistency and be paid at the consolidated rate of pay for the appropriate classification as per Clause 2.5 (Remuneration).

4.0.1 In the case of seven (7) day shift workers employed as such with the Company shall be entitled to an additional week's Annual Leave which will equate to one hundred and ninety two (192) hours per year for employees working 12 hour shifts and one hundred and ninety (190) hours for employees working shifts of less than 12 hours duration. Such leave will be taken in accordance with the employees actual roster of hours worked, for as long as they remain seven (7) day shift workers.

4.0.2 In the case of all other employees (including existing seven (7) day shift workers who subsequent to the agreement coming into effect become non seven (7) day shift workers) the four (4) weeks annual leave will equate to one hundred and fifty-two (152) hours to be taken in accordance with the employees actual roster of hours worked.

4.0.3 If an employee works for part of the year as a seven (7) day shift worker and part of the year otherwise than as a seven (7) day shift worker then the employee's Annual Leave entitlement for that year will be calculated on a Pro rata basis according to the proportion of the year actually worked as a seven (7) day shift worker.

4.0.4 Annual Leave becomes available to be taken on the anniversary of each year of employment with the Company. Leave must be taken in one of the following ways within six (6) months of falling due.

- One continuous period of accrued entitlement.
- Two (2) separate periods of equal duration
- Up to four (4) single day absences (may be grouped together) and one (1) period of the remaining duration.
- Such other arrangements by mutual agreement between the Company and the employee.

4.0.5 Part-Time employees will be entitled to pro-rata Annual Leave based on their actual hours of work. If hours are not regular, the average over the preceding 12 months will be used as the basis for calculation.



4.0.6 Rate of Pay During Annual Leave: Employees absent from work on approved annual holidays will be paid at whichever is the greater of either the appropriate hourly rate for the normal rostered time the Security Officer would have been working had he/she not been on annual holidays or the average rostered hourly rate earned by the employee during the previous twelve (12) months (excluding in both cases any additional shifts/hours worked by the employee). Furthermore, all employees will receive the additional "While on Annual Leave" rate shown under Clause 2.5.1 of this Agreement when on Annual leave, to compensate them for the loss of opportunity for working additional shifts.

4.1 Sick Leave: An employee (except a Casual) 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, (excluding additional rates paid as a result of a Public Holiday) subject to the following conditions and limitations.

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

4.1.2 During the first year of employment an employee shall be entitled to a maximum of 38 hours paid sick leave on the basis of 7.6 hours paid sick leave for each completed two months' service.

4.1.3 During the second and each subsequent year of service an employee shall be entitled to a maximum of 76 day's paid sick leave per year of service, which becomes available at the commencement of the second year of service.

4.1.4 For the purposes 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.

4.1.5 As an incentive aimed at reducing the proliferation of sick leave, after twelve months permanent employment, an employee is entitled to be paid an amount equal to 50% of the days remaining in his or her sick leave bank, calculated at the average ordinary hours worked per day during the preceding twelve months. Any decision to be paid out sick leave shall be entirely at the employees discretion.

4.1.6 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 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.

4.1.7 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.

4.1.8 In order to attract payment for sick leave, absences must be supported by the provision to the Company of:

- (i) in the case of the first two single day absences in any given year a statutory declaration stating the reason for absence;
- (ii) in the case of all other absences, medical certificates signed by a duly qualified medical practitioner.
- (iii) where a Public Holiday falls on, immediately before, or immediately following a day taken as sick leave, a doctor's certificate must be provided.

4.1.9 **Accumulation:** The rights under this clause shall accumulate from year to year so that any part of the sick leave entitlements which has not been allowed or paid out pursuant to Clause 4.1.5 of this agreement in any year may, subject to the conditions prescribed by this clause shall be allowed by the Company in any subsequent year of employment.

4.2 **Long Service Leave:** Employee's covered by this Agreement are entitled to Long Service Leave as per the NSW Long Service Leave Act 1955.

4.3 **Bereavement Leave:** Subject to notice being given and adequate proof of death being provided, an employee (except a Casual) is entitled to a maximum of two (2) days/shifts paid leave on the death of a Spouse, de facto Spouse, Father, Mother, Brother, Sister, Parent-in-Law, Grandparents, Grandchildren, Child or Step-child, Son-in-law or Daughter-in-Law. Provided that an employee is not entitled to leave under this clause in respect of any period which coincides with any other entitlements to leave under this Agreement or otherwise.

4.4 **Parental Leave:** Employees are entitled to Parental Leave in accordance with the provisions of Part 4 of Chapter 2 of the New South Wales Industrial Relations Act 1996. These provisions relate to maternity, paternity and adoption leave.

4.5 **Jury Service:** An employee (except a Casual 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.

4.5.1 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.

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

4.6 **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 time spent in court, plus reasonable travelling time at the ordinary rate of pay.



4.7 **Public Holidays:** The days on which the following holidays are observed shall be holidays under this Agreement, namely:- New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and an additional public holiday (being the first Monday in August) and any day which may hereafter be proclaimed a public holiday throughout the State.

- 4.7.1 Should the Government vary any of the above public holidays during the term of this Agreement, the public holiday rates of pay set out in Clause 2.5 (Remuneration) will apply accordingly.
- 4.7.2 Employees who are rostered for duty on the day on which a holiday falls and who are required to attend for duty on that day will be entitled to payment at the public holiday rates set out in Clause 2.5 (Remuneration) for all hours actually worked between 0001 and 2359 on that holiday.
- 4.7.3 Employee's not normally rostered to work on the day on which a holiday falls will not receive payment for such day.
- 4.7.4 Employees rostered to work on a day on which a holiday falls but not required to attend for duty will be paid the ordinary rate of pay for those hours, as if the day was not a holiday.
- 4.7.5 Once a roster is set the Company will not alter the roster with the objective of disadvantaging an employee in relation to public holiday entitlements.

4.8 **Special Paid Family Leave:**

- 4.8.1 An employee with responsibilities in relation to their dependent child or children or to other members of their immediate family who need their care and support shall be entitled to special family leave for absences relating to illness of the family member.
- 4.8.2 An employee shall include a part-time employee but shall not include an employee engaged in casual or seasonal work.
- 4.8.3 An employee shall not be entitled to special family leave unless he/she has had no less than 30 days continuous service with the Company immediately preceding the date upon which the employee is absent on such leave.
- 4.8.4 If the Company requests proof of the employee's responsibility for the family member in subclause 4.8.1, the employee shall provide written evidence in the form of a birth certificate, letter from adoption agency, statutory declaration or other letter of authority, or in respect of leave taken pursuant to this clause for the purpose of caring for a sick family member, a doctor's certificate indicating the employee is required to care for that sick family member.
- 4.8.5 An employee shall be entitled to be paid for absences related to special family leave up to 5 days per year.
- 4.8.6 The period of paid special family leave specified in subclause 4.8.5 shall not be increased where an employee is responsible for more than one member of their immediate family who need their care and support.
- 4.8.7 Special paid family leave will not be cumulative from year to year.
- 4.8.8 Special paid family leave will be in addition to the employee's existing paid sick leave, holiday leave and other entitlements, paid and unpaid.

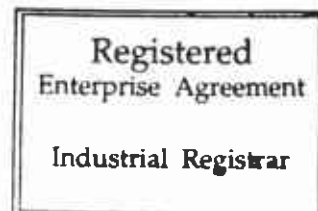
- 4.8.9 Special paid family leave will not be available to employees who are on parental leave, including maternity leave, paternity leave or adoption leave.
- 4.8.10 Where possible, the employee shall give the Company notice prior to the absence of the intention to take special paid family leave, the name of the child or member of the immediate family and their relationship to the employee, the reasons for taking special paid family leave, and the estimated length of absence.
- 4.8.11 If it is not possible for the employee to give notice in advance of being absent, the employee will notify the Company by telephone of such absence at the first opportunity on the day of absence, as in subclause 4.8.10.
- 4.8.12 All absences relating to a family member's illness will be supported by a medical certificate if the absence is for more than one day.
- 4.8.13 For the purposes of this Clause "one day's leave" equates to an absence from duty for a period equal to the duration of the shift which the employee would otherwise have worked on the day of the absence.

PART 5 - OTHER CONDITIONS

5.0 Payment of Wages:

Wages will be paid weekly or fortnightly by electronic funds transfer into an employee 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 weekly to fortnightly pay, or fortnightly to weekly, must be preceded by written notice to employees giving two months in advance of an intention to change.

- 5.0.1 If a Full-Time employee's hours vary over a roster cycle, wages may be paid according to a weekly average which will ensure regularity and consistency of income. Employees shall be advised in writing of the method being used and once so advised 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. Any employee who is not paid on such day shall be paid at the rate prescribed in Clause 2.5.1 for "Non Rostered Overtime" for all time subsequently worked until payment is made.
- 5.0.3 The Company may pay wages to casual employees on a fortnightly basis at the time and place specified for permanent employees.
- 5.0.4 Should a pay be miscalculated or incorrectly shown on a pay slip, the right to claim waiting time shall be waived provided that the employee has been paid the ordinary base rate of pay and provided further that such underpayment or error is corrected within forty-eight hours of notification by the employee to the Company's pay office. Where such underpayment or error is not corrected within forty-eight hours then waiting time as provided by subclauses 5.0.2 or 5.0.3 shall apply. For the purpose of this subclause, "forty-eight hours" shall mean hours which fall Monday to Friday inclusive. Provided that the waiting time penalty provided for by this clause shall not apply where the failure to pay wages or correct an error within 48 hours is outside the control of the employer.



5.0.5 **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 the Australian Retirement Fund 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 **Casual Employees:** 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.

5.2.2 **Probationary Employees:** The employment of a Probationary employee may be terminated by one hours notice in the first week of employment and then one days notice in the first month of employment and then one weeks notice given by either the Company or the employee, or by the payment or forfeiture, as the case may be, in lieu thereof.

5.2.3 **Permanent Employees - Notice of termination by the Company:-**

(a) Except in the case of summary dismissal, the Company will give the following notice of termination to Full-Time employees.

<u>Period of Continuous Service</u>	<u>Period of Notice</u>
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

(b) Provided that where an employee has had greater than two (2) years continuous service with the Company and is over 45 years of age an additional one (1) weeks notice will be provided.

(c) Part-Time employees are entitled to the same period of notice outlined in (a) above.

(d) Payment in lieu of all or part of the notice prescribed in provisions (a) and (b) above may be made.

5.2.4 **Permanent Employees - Notice of termination by an employee:** Where an employee terminates his/her employment at his/her own discretion, the employee is required to provide the Company with one (1) week's notice of termination and such notice will be confirmed in writing at the earliest opportunity.



5.2.5 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). Deductions will however only occur where prior authorisation has been given by the employee in question, provided that such authorisation shall not be unreasonably withheld.

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

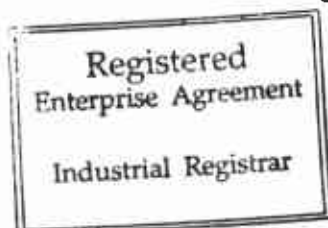
1. Smoking in non designated areas.
2. Sleeping whilst on duty.
3. Dangerous driving whilst on duty.
4. Mis-use of company vehicles.
5. Wilful damage
6. Theft
7. Any criminal offence.

5.2.7 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 contacts the Company he/she will be invited to write a letter to the Company outlining any reasons or circumstances which the employee believes justifies their position and their desire to be re-instated. Such a letter will be taken into consideration by the Company in deciding if reinstatement 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.

- a) The matter must first be discussed by the aggrieved employee with his or her immediate supervisor;
- b) If not settled, the employee may request a union representative to be present and the matter must be discussed with the immediate supervisor and his/her superior or another representative of the Company appointed for the purpose of this procedure;
- c) If these discussions do not resolve the dispute then the local organiser will become involved.
- d) If this does not lead to resolution of outstanding matters, then Officers from the Union and the Company will become involved, and if necessary, the dispute may be referred to the Industrial Relations Commission.



- e) Depending upon 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.
- f) It is agreed that the status quo remain and no industrial action will occur whilst the dispute settlement procedure is being followed.
- g) Nothing in the disputes settling procedure shall operate to the prejudice of an employee's health and safety.

5.5 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:

- a) All employees will be provided with training in the performance of their jobs consistent with good health and safety practice.
- b) 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.
- c) Horseplay or unauthorised or irresponsible use of Company equipment may lead to instant dismissal.
- d) Concerns regarding any health and safety issues should be raised through the auspices of the Joint Employee/Company Health and Safety Committee.

5.6 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.

5.7 Security Licences: The cost of renewing security licences will be reimbursed by the Company on an annualised basis.

5.8 Uniforms and Protective Clothing: All employees will be provided with the Company's uniform upon commencement of work with the Company. 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, waterproof hat, trousers and boots. Provided that 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 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 Use of Own Motor Vehicle: If a Security Officer uses his or her own vehicle to travel on Company business while on duty (which does not include travelling to or from the Officers work site at the beginning or end of shifts), with the prior approval of a Supervisor or Manager, such Security Officer shall be reimbursed in accordance with the formula laid down by the Taxation Department from time to time. As at the commencement of this Agreement that formula provides:

<u>Vehicle Engine Capacity</u>	<u>per Kilometre</u>
up to 1600 cc.	46.5 ¢
1601 - 2000 cc.	52.7 ¢
2001 - 3000 cc.	54.4 ¢
above 3000 cc.	56.9 ¢

5.10 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;

- a. such lost time does not exceed four (4) hours on each occasion and a maximum of twenty (20) hours per annum; and
- b. 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.

5.11 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.

5.12 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:

- 5.12.1. In the event that the Company requires that firearm be carried by an employee who is not licensed to do so then the cost of gaining accreditation and the cost of the initial licence fee will be borne by the Company.
- 5.12.2 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.
- 5.12.3 The cost of any necessary training in the use of firearms shall be borne by the Company and refresher courses for employees required to carry firearms shall be conducted at twelve-monthly intervals. All time spent by the employee in undertaking such training shall count as time worked.
- 5.12.4 Where an employee is required to carry firearms the cost to the employee of the renewal of his/her gun licence fee shall be reimbursed by the Company.

5.13 General Conditions

- 5.13.1 The Company shall ensure that adequate shelter is provided for the employees.



- 5.13.2 Gatekeeper's Shelter: Where practicable, proper shelter shall be provided to protect an employee from the weather.
- 5.13.3 Accommodation for Meals: Where practicable the Company shall allow employees to partake of their meals, crib breaks or tea breaks in a suitable place protected from the weather and every such employee shall be provided by the Company with adequate facilities for tea making and for heating food. This provision shall not apply to mobile patrol officers. The Company shall advise the employee of the accommodation available at a site prior to the commencement of work at that site.
- 5.13.4 Dressing Accommodation: Where it is necessary or customary for employees to change their dress or uniform, suitable dressing rooms or dressing accommodation and individual lockable lockers shall be provided.
- 5.13.5 Means of Exit: Provision shall be made for an exit for night employees in case of necessity.
- 5.13.6 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.

5.14 Mixed Functions:

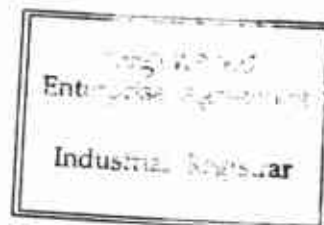
An employee engaged for at least two hours on any day or shift on duties carrying a higher rate than the employees ordinary classification shall be paid the higher rate for such day or shift; provided that where an employee is engaged for less than two hours on any one day or shift the employee shall 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.

- 5.15 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 - REPRESENTATIVE RIGHTS

- 6.0 Job delegates:** an employee elected as job delegate or co-delegate shall, upon notification thereof to the Company, be recognised as an accredited representative of the Union and shall be given reasonable assistance and opportunity to carry out the duties of a delegate.

- 6.1 Right of entry:** duly accredited officials of the Union shall have the right to enter the Company's premises for the purpose of ensuring the observance of this Agreement and/or of any award or order of the Commission applicable to work carried on and/or controlled from within those premises, in accordance with the provisions of Part 7 of Chapter 5 of the New South Wales Industrial Relations Act, provided that where the official of the Union wishes to discuss any matter with the Company and/or to obtain the Company's assistance in investigating any matter then the Company may require reasonable prior notice to have been given.



- 6.2 Records:** in accordance with the NSW Industrial Relation Act 1996 shall be kept by the Company, the Company shall keep time and wages records for all employees for a period of seven years, such records to have entered therein a correct record of the actual hours worked, the dates and times of commencing and finishing work and the wages and allowances paid to each employee. Such records will be produced for inspection by duly accredited officials of the Union, subject to reasonable prior notification having been given to the Company, and such officials of the Union shall have the right to visit the offices of the Company for this purpose. Where requested by the official of the Union, copies of any relevant documents shall be provided to the official of the Union by the Company.
- 6.3 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 inform the Union of any new employee and allow an official of the Union to address such a new employee during normal working hours at a time by mutual agreement.
- 6.4 Deduction of Union fees:** the Company shall support, encourage, and facilitate employees joining the Union. 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 said employee and shall remit agreed amounts so deducted to the Union on a monthly basis, together with a list of the names of the employees from whose wages deductions have been made.
- 6.5 Notice boards:** the Company shall make a notice board available for authorised Union notices which have been signed or countersigned by an official of the Union or by an accredited Union delegate or co-delegate.
- 6.6 Trade Union Training:** employees who are nominated by the Union will be granted leave to attend Trade Union Training classes conducted by the Trade Union Training Authority and/or other training programs conducted by the Union, without loss of pay, provided that no more than 20 days leave in total shall be granted by the Company under the provisions of this sub-clause during any one year. Arrangements for such training programs are to be made with the Company at a reasonable time before attendance at the training program is required.



PART 7 - DECLARATION AND SIGNATORIES

7.0 Declaration: This Enterprise Agreement has been negotiated through extensive consultation between the Company, and the Union, 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.


7.1 Future Negotiations: The parties agree to commence negotiations on a new Agreement no later than twenty two (22) 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.


7.2 No Extra Claims: The parties agree that the rates of pay set out in this document will be the rates 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 provisions 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.

7.3 Signatories: This Agreement is made at Sydney

on this the 11th day of August 1999


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


Signed for and on behalf of
ACES


In the presence of


In the presence of

