

ENTERPRISE AGREEMENT

NO: E.A. 214 /1993

DATE REGISTERED: 11-8-93

PRICE: \$ 20-00

TITLE

**FANTIL PTY LIMITED (ACN: 001-882-784)
ENTERPRISE AGREEMENT 1993**

ARRANGEMENT

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1/ TITLE

1. This Agreement shall be referred to as the:
FANTIL PTY LIMITED (ACN: 001-882-784) Enterprise Agreement 1993

2/ ARRANGEMENT

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3/ AREA, INCIDENCE AND PARTIES BOUND

- 3.1 This agreement shall be binding upon Fantil Pty Ltd (ACN: 001-882-784) (the Company) and all employees of the Company. The Agreement shall regulate totally the terms and conditions of employment previously regulated by the Security Industry (State) Award.
- 3.2 Nothing in this Agreement limits the application to an employee of any conditions of employment that apply under the Industrial Relations Act 1991, Annual Holidays Act 1944 or the Long Service Leave Act 1955.

4/ DATE OF OPERATION

4. This Agreement shall take effect from the beginning of the first pay period commencing on or after the date of this Agreement's Registration under the Provisions of the Industrial Relations Act 1991 and shall remain in force for a period of three (3) years from such date.

5/ INTENTION

- 5.1 This Agreement shall only apply to employees of the Company in the occupations identified in the Agreement. No other grades identified in the Security Industry (State) Award shall apply to this Agreement and employees will only be employed to work in the grades set out in this Agreement.
- 5.2 If at any time the Company employs Security Officers Grades 4 and 5 as defined in the Parent Award at clause 3 (iv) and (v), then the Award conditions for those classifications shall apply.
- 5.3 The Company undertakes to adhere to the on-cost billing and profit percentage ratios in use by the Company at the commencement of this Agreement during the whole of the currency of this Agreement.

6/ CLASSIFICATIONS AND RATES OF PAY

6.1 CLASSIFICATIONS

All persons employed by the Company will carry out the duties and functions of the position for which they are employed and which are set out in the classifications clause.

a/ **STATIC SECURITY OFFICER (Grades 1 and 2):** 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) an employee stationed at an entrance and/or exit whose principal duties shall be control of movement of persons, vehicles, goods and/or property coming out of or going into premises or property, including vehicles carrying goods and/or descriptions to ensure that the quantity and

description of such goods is in accordance with the requirements of the relevant document/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 closed circuit television systems and may be required to utilise basic keyboard skills in the performance of their duties and may perform incidental duties which need not be of a security nature;

- (iv) an employee who is performing the duties of security, watching, guarding and/or protecting 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;
 - (v) an employee who monitors and acts upon electronic intrusion detection or access control equipment terminating in a visual display unit or computerised printout except for simple closed circuit television systems and may be required to perform the duties of a Security Officer Grade 1.
- b/ **MOBILE SECURITY OFFICER (Grade 3):** means a person who in addition to performing the duties of Grade 2 as defined in paragraph (b) of sub-clause (ii), monitors and acts upon intelligent building management systems terminating at a visual display unit or computerised printout that has the capacity for and requires data input from the security officer.
- c/ **SUPERVISOR:** an employee in charge of other employees and who is responsible for their supervision, punctuality, performance of duties and presentation.
- d/ **WEEKLY EMPLOYEE:** an employee engaged and paid by the week or fortnight as the case may be.
- e/ **CASUAL EMPLOYEE:** an employee engaged and paid as such but shall not include an employee working thirty-eight (38) ordinary hours or more per week.

6.2 RATES OF PAY-ORDINARY HOURS (40 hours per week)

The hourly rate of pay for each classification shall be such that no employee will receive less in hourly rate than that provided in the Award for ordinary hours worked.

CLASSIFICATION	HOURLY
STATIC SECURITY OFFICER (Grade 1)	\$12.03
MOBILE SECURITY OFFICER (Grades 2-3)	\$12:03
SUPERVISOR	\$14:00

6.3 Any over time worked will be paid at the ordinary rate of pay. There will be no obligation on any employee to work any hours after forty (40) hours per week. Any hours worked after forty (40) hours in any week will be on a voluntary basis.

6.4 WAGE INCREASES DURING THE TERM OF THIS AGREEMENT.

The hourly ordinary rate of pay for all classifications will be increased on the 1st of March and the 1st of September each year by the CPI for the proceeding six (6) months. Such variation shall be in accordance with Section 125 of the Industrial Relations Act (NSW) 1991.

7/ PAYMENT OF WAGES

7. Wages shall be paid no more than 48 hours from the time when such wages become due and shall be paid not later than Thursday in the week. The Company shall specify the day upon which wages shall be paid into a bank or other account specified by the employee.

8/ CONTRACT OF EMPLOYMENT

8.1 Employees under this Enterprise Agreement shall be engaged either as weekly or casual employees.

8.2 The Company shall provide all employees with a copy of this Enterprise Agreement and new employees will sign an acknowledgment of such, on the commencement of employment with the Company.

- 8.3 The employment of any weekly employee shall be terminated only by one week's notice or by payment or forfeiture, as the case may be, of one week's wages in lieu thereof.
- 8.4 Casual employees shall be terminated only by one hours notice or payment of one hours pay.
- 8.5 Probationary Period: Employees engaged as weekly or employees without previous service with the company may be engaged for a probationary period of four (4) weeks. During that four (4) weeks such employee may be terminated with one hour's notice notwithstanding the provisions set out in Cl 2(iii).
- 8.6 Notwithstanding the above provisions, the Company may dismiss an employee at any time for misconduct or wilful disobedience. In such circumstances the Company shall be liable for payment of wages up to the time of dismissal only.
- 8.7 All employees of the Company are responsible for ensuring that they hold the current licences ("the licence") for employment in the Security Industry as required by Law, and
- a/ shall carry the licence at all times whilst on duty, and
 - b/ shall immediately before next resuming duties advise of any loss or cancellation of the licence.
- 8.8 All employees are responsible for the maintenance and cleanliness of uniforms and equipment issued to them and ensuring that all equipment is returned to the Company in the same condition it was issued.
- 8.9 Where items of uniform or equipment are destroyed or damaged through no fault of the employee in the course of his/her duties such items will be replaced by the Company on a one for one basis.
- 8.10 On termination of employment an employee shall return to the employer all uniforms, identity cards, vehicles, firearms, keys and all other items issued to employees.

9/ ANNUAL LEAVE

9. The Annual Holidays Act 1944 shall apply to all employees and a loading of 17.5% is payable in addition to the pay for the period of holiday given and taken and due to an employee under the Act.

10/ SICK LEAVE

- 10.1 An employee who is unable to attend for duty during ordinary hours of work by reason of personal illness or incapacity shall be entitled to be paid at the ordinary rates of pay for the time of such non-attendance subject to the following conditions and limitations:-
- a/ The employee shall not be entitled to paid leave of absence for any period in respect of which there is entitlement to payment under the Workers Compensation Act.
 - b/ The employee shall where ever practicable, four (4) hours before the commencement of the shift, or in any case, within twenty four (24) hours of the commencement of such absence, inform the employer of the employee's inability to attend for duty.
 - c/ The employee shall furnish to the Company such evidence as the employer may desire that the employee was unable by reason of illness or injury, to attend for duty.
 - d/ During the first year of employment, an employee shall be entitled to five (5) days sick leave.
 - e/ During the second and each subsequent year, an employee shall be entitled to ten (10) days sick leave.
- 10.2 Accumulative sick leave - 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 in any year, may be claimed by the employee in any subsequent year of employment. The maximum amount of sick leave that may be accumulated is thirty-five (35) days.

11/ ORDINARY HOURS OF EMPLOYMENT

11. Ordinary hours of employment shall not exceed forty (40) hours per week averaged over a fifty-two (52) week period.

12/ GRIEVANCES AND DISPUTE RESOLUTION

- 12.1 In an effort to promote good industrial relations between employees and the Company and to achieve the satisfactory resolution of industrial disputes without loss of wages or production, the following procedure will be adhered to by all parties:
- a/ An employee who has a grievance should take the matter up with the immediate Supervisor. If they so desire they can have another person of their choice present.
 - b/ If the employee is dissatisfied with the Supervisor's decision they should ask that the matter be taken by the Supervisor to the Operations Manager and this is to be done as promptly as circumstances permit.
 - c/ If the employee is dissatisfied with the Operation Manager's decision the employee shall ask that the matter be taken up with the Group Operations Manager as promptly as circumstances permit and that a conference be arranged.
 - d/ In all of these steps the employee with the grievance is entitled to have a representative of their choice present at any conference whatsoever.
 - e/ While these procedures are being followed promptly and the status quo remains, work shall continue normally without bans or limitations.
 - f/ If the final decision fails to resolve the issue, the matter shall be referred to the industrial Commission of New South Wales.
- 12.2 Nothing in this Procedure limits any of the parties rights that apply under the Industrial Relations Act 1991.

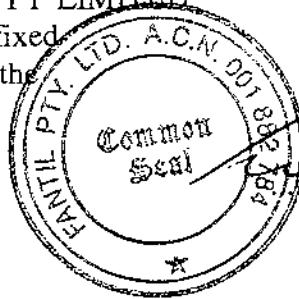
13/ DECLARATION

13. The parties declare that this Agreement:
- a/ Is not unfair, harsh or unconscionable;
 - b/ Was not entered into under duress, and
 - c/ Is in the interest of the parties.

14/ SIGNATORIES TO THIS AGREEMENT

The following persons consent to be bound by this Agreement:

THE COMMON SEAL of FANTIL PTY LIMITED
(ACN: 001-882-784) was hereunto affixed
by order of the Board of Directors in the
presence of:



[Handwritten Signature]

DIRECTOR

[Handwritten Signature]
DIRECTOR/SECRETARY

Full Name

Signature

ROBERT PAUL HAWKES

[Handwritten Signature]

CLAYTON HARRISON

[Handwritten Signature]

ALAN DAVID RAINBOW

[Handwritten Signature]

GLENN ALAN HARRISON

[Handwritten Signature]

STEPHEN TALLIS

[Handwritten Signature]

TONNA CONWAY

[Handwritten Signature]

Brian Humphreys

[Handwritten Signature]

Michael Toohy

[Handwritten Signature]

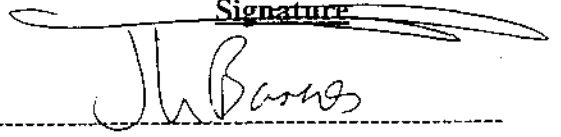
ANTHONY PARSONS

[Handwritten Signature]

Full Name

Signature

JONATHAN LEITH BARNES

A handwritten signature in cursive script that reads "JL Barnes". The signature is written in black ink and is positioned to the right of the name. It is written on a set of three horizontal lines (top, middle, bottom) that are part of the page's ruled structure.

A series of 15 horizontal dashed lines for writing, arranged in two columns of seven lines each, with one line centered between them. These lines are intended for additional text or a signature.