

ENTERPRISE AGREEMENT

NO: E.A. 94 /1993

DATE REGISTERED: 28-6-93

PRICE: \$ 10.00

TITLE

R & J Security Dog Patrols Pty Ltd

Enterprise Agreement 1993

Arrangement

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1/ Title

This agreement shall be referred to as the
R & J Security Dog Patrols Pty Ltd, Enterprise Agreement 1993.

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3/ Area, Incidence and Parties Bound

This agreement shall be binding upon R & J Security Dog Patrols Pty Ltd (the Company) and all employees as described in clause six. This agreement shall regulate totally the terms and conditions previously regulated by the Security Industry (State) Award.

Nothing in this agreement limits the application to an employee of any conditions of employment that apply under the Industrial Relations Act 1991, or the Long Service Leave Act 1955.

4/ Date of Operation

This agreement shall take place 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 (3) three years from such date.

5/ Intention

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.

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 classification clause.

a/ Static Security Officer

(Grades 1 & 2) a person employed in one or more of the following capacities :

(1) to watch, guard or protect persons and/ or premises and /or property ;

(2) to respond to basic fire/ security alarms at their designated site or post ;

(3) to respond to 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 establishments or sites ;

(4) 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 the premises or property, including vehicles carrying goods/ property 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 keyboarding skill in the performance of incidental duties which need not be of a security nature.

(5) 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 duties of a security officer grade 1.

b/ CASUAL EMPLOYEE

an employee engaged and paid as such but shall not include an employee working 38 ordinary hours or more per week.

c/ DOG HANDLER

an employee engaged as such and who has the care and control of a patrol dog in the course of normal duties.

d/ WEEKLY EMPLOYEE

an employee engaged and paid by the week or fortnight as the case may be.

6.2 Rates of Pay-Ordinary Hours (38 Hours per week)

The minimum rate of pay for each classification shall be such that no employee will receive less in weekly aggregate than that provided in the award for rosters worked. The annual yearly salary paid under this agreement shall not be less than that paid under the Security Industry State Award,

CLASSIFICATION	HOURLY
Static Security Officer (Grades 1 & 2)	\$13.00
Dog Handler	\$13.00

6.3 Any overtime worked will be paid at the ordinary rate of pay. Overtime shall be worked on a voluntary basis by the employee, ie working more than 38 hours per week is voluntary on the part of the employee.

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 March and 1st September each year by the CPI for the preceeding six (6) months. Such variation shall be in accordance with Section 125 of the Industrial Relations Act (NSW) 1991.

7/ Payment of Wages

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 will specify the day upon which wages shall be paid, and will nominate the financial institution in which wages shall be paid into an account.

8/ Contract of Employment

1. Employees under this agreement shall be engaged either as weekly or casual employees.
2. The company shall provide all employees with a copy of the Enterprise Agreement. New employees will sign an acknowledgement of such, on the commencement of employment with the company.
3. The employment of any employee shall be terminated by only one weeks notice or by payment or forfeiture, as the case may be, of one weeks wages in lieu thereof.
4. Casual employees shall be terminated by one hours notice or the payment of one hours pay only.
5. Probationary period : Employees engaged as weekly employees without previous service with the company may be engaged for a probationary period of eight (8) weeks. During that (8) eight weeks such employee may be terminated with one hours notice notwithstanding the provisions set out in Cl 2(3).
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.
7. All employees of the company are responsible for ensuring they hold the current licences for employment in the Security Industry as required by law,

8. All employees are responsible for the maintenance and cleanliness of items of uniform which are to be purchased at the employees own expense. Employees are to maintain a high standard of personal presentation, personal cleanliness and tidy grooming. Employees are responsible for ensuring that any items of equipment issued to them by the company are returned in the same condition as it was issued. Where items issued to the employee by the company are damaged or destroyed, by the fault of the employee, such employee shall be responsible for the replacement or reimbursement to the company of the item/s.

9. On termination of employment with the company an employee shall return to the employer all items supplied by the employer in the course of such duties.

9/ Annual Leave

All employees shall be entitled to four (4) weeks annual leave, per calendar year. Pay at the ordinary rate of pay will be provided during this period.

10/ Sick Leave

Employees are entitled to one (1) weeks non-accumulative sick leave per year.

1. An employee who is unable to attend for duty during ordinary hours of work by reason of personal injury, illness or incapacity shall be entitled to be paid at the ordinary rate of pay for the time of such non-attendance subject to the following conditions and limitations.

a/ The employee shall be entitled to pay 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, three hours before the commencement of the rostered shift, or in any case, within 24 hours of the commencement of such absence, inform the employer of the employees inability to attend for duty.

11/ Ordinary hours of Employment

Ordinary hours of employment are not to exceed 38 hours per week averaged over a 4 week period.

12/ Declaration

The parties declare that this agreement :

- a. Is not unfair, harsh or unconscionable
- b. Was not entered into under duress
- c. Is in the interest of the parties

P. N. Brown

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R. E. Greenan

R. E. Greenan

F. J. Ross

