

ENTERPRISE AGREEMENT

NO: E.A. 3 /1994

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ref:pacific.Earing,ValesPoint,Munmorah  
8 November 1993

TITLE  
YATES SECURITY SERVICES PTY LTD  
ENTERPRISE AGREEMENT 1993

ARRANGEMENT

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### 1. TITLE

This Agreement shall be referred to as the Yates Security Services Pty Ltd <sup>ERARING</sup> Earing, Vales Point & Munmorah Power Stations, Enterprise Agreement 1993.

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### 3. AREA, INCIDENCE AND PARTIES BOUND

This agreement shall be binding upon Yates Security Services Pty Ltd (the Company) and all its employees employed at <sup>ERARING</sup> Earing, Vales Point and Munmorah Power Stations.

The Agreement shall regulate totally the terms and conditions of employment 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, Annual Holidays Act 1944 or the Long Service Leave Act 1955.

#### 4. 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.

#### 5. INTENTION

This Agreement shall only apply to employees of the Company in the classifications identified in the Agreement. No other grades or classifications 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. If at any time the company employs Security Officers not defined in this agreement then the award conditions for these classifications shall apply.

#### 6. CLASSIFICATIONS AND RATES OF PAY

##### 6.1 CLASSIFICATIONS

All Security Officers employed by the Company ~~will be engaged at the GRADE 3 level as defined in the Award and will carry out the duties and functions of the positions for which~~ they are employed as defined below.

- (i) SECURITY OFFICER (Grade 3): means a person who in addition to performing ~~the duties defined in Grade 2 as defined in para (b) subclause (ii) of the Security Industry (State) Award, monitors and acts upon intelligent~~ building management

systems terminating at a visual display unit or computerised printout that has the capacity for and requires the data input from a Security Officer.

- (ii) WEEKLY EMPLOYEE: an employee engaged and paid by the week or fortnight as the case may be.

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

The minimum weekly rate of pay for each classification shall be such that no employee will receive less in average weekly aggregate than that provided in the Security Industry (State) Award for rosters worked.

CLASSIFICATION	ORDINARY HOURLY RATE
SECURITY OFFICER (Grade 3)	\$13.72

- 6.3 ~~Any over time worked may be worked on a voluntary basis and where so worked will be paid at the ordinary rate of pay.~~

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.

6.5 All employees on the permanent roster will be paid at the Grade 3 rate of pay.

## 7. ALLOWANCES

The following allowances shall apply:

- 7.1 Public Holidays falling on Anzac Day, Christmas Day, New Years Day, Good Friday shall incur an additional payment of \$50.00 for each shift worked.
- 7.2 All employees who are required to wear a uniform will receive an additional \$1.10 cents as a uniform allowance for each shift worked.
- 7.3 All employees who are required to wear a firearm will receive an additional payment of \$1.00 for each shift worked, with a maximum of \$10.00 per fortnight as a firearm allowance.
- 7.4 Any employee who is required to carry a torch and where such torch is not provided by Yates Security will receive an allowance of 50¢ for each shift worked as a torch allowance.
- 7.5 An employee required to work in excess of one hour after completion of the employee's ordinary shift without being notified before the completion of the previous day or shift shall be paid a meal allowance of \$5.30.

## 8. 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 shall specify the day upon which wages shall be paid into a bank or other account specified by the employee.

## 9. CONTRACT OF EMPLOYMENT

- i) Employees under this Enterprise Agreement shall be engaged either as weekly or part time.
- ii) 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.
- iii) 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.
- iv) Probationary Period: Employees engaged as weekly or employees without previous service with the Company may be engaged for a probationary period of eight (8) weeks. During that eight (8) weeks such employee may be terminated with one hour's notice notwithstanding the provisions set out in C9 (iii).
- v) 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.
- vi) All employees of the Company are responsible for ensuring that they hold the current licences for employment in the Security Industry as required by Law.
- vii) All employees are responsible for the maintenance and cleanliness of uniforms and equipment issued to them and ensuring that all equipment and clothing is returned to the Company in an acceptable condition.

- a) 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.
- viii) 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.

#### 10. ANNUAL LEAVE

- A. After 12 months service, employees will be entitled to four weeks (160 hours) annual leave paid at the ordinary hourly rate as per this agreement upon which Annual leave loading will not be payable.
- B. Holidays accrued prior to this Agreement will be paid as per The Annual Holidays Act of 1944.

#### 11. SICK LEAVE

- A. Sick Leave taken will be paid at the ordinary hourly rate applicable to the Security Officer Grade 3, as per This Enterprise Agreement.
- (i) An employee who is unable to attend for duty during ordinary working hours by reason of personal illness or incapacity not due to ~~the employee's own serious and wilful misconduct~~, shall be entitled to be paid at ~~the appropriate ordinary Rate 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 1987.



(b) The employee shall, as soon as possible, and in any event prior to the commencement of shift, inform the employer of such employee's inability to attend for duty, and as far as possible, state the nature of the injury or illness and the estimated duration of absence.

(c) Where an employee does not notify the employer of the employee's inability to attend for duty prior to the commencement of the shift the employee shall not be entitled to payment for the first eight hours of such absence, provided however, in cases of accident or incapacity to notify, to receive payment for the above the employee shall provide reasonable proof that he/she was unable to attend for duty on account of such incapacity or illness.

NOTE: An employee's entitlement to sick leave in accordance with paragraph (e) shall not be reduced as a consequence of the operation of this paragraph.

(d) Subject to the provisions of paragraph (c) the employee shall furnish to the employer such evidence as the employer may desire that the employee was unable by reason of such illness or injury to attend for duty on the day or days for which sick leave is claimed: Provided that a Statutory Declaration shall be accepted in respect of any single day absences, but not more than two such declarations in anyone year. Provided further, that where such single day absence occurs before or after a public holiday or rostered day off a medical certificate shall be supplied.

(e) Subject to subclause (iii) of this clause, during the first year of employment an employee shall be entitled to sick leave on the following basis:

After the first two months' of continuous service - 8 hours pay

4 months completed service - 16 hours pay

6 months completed service - 24 hours pay.

8 months completed service - 32 hours pay

10 months completed service - 40 hours pay

(f) During the second and each subsequent year of service an employee shall be entitled to 80 hours sick leave.

(ii) **Cumulative 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, subject to the conditions prescribed by this clause, be claimed by the employee and shall be allowed by the employer in any subsequent year of employment.

(iii) **Definition of Continuous Service:**

(a) For the purpose of this clause continuous service shall be deemed not to have been broken by -

(1) any absence from work on leave granted by the employer; or

(2) any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall in each case be upon the employee): provided that time so lost shall not be taken into account in computing the qualifying period of two months.

(iv) **Attendance at Hospital:** Notwithstanding anything contained in subclause (i) of this clause, a weekly employee suffering injury through an accident arising out of and in the course of such employee's employment (not being an injury in respect of which there is entitlement to Workers' Compensation) 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 employer for all expenses

reasonably incurred in connection with such attendance and expenses shall include fares.

## 12. COMPASSIONATE LEAVE

- i) And employee shall, on the death, within Australia, of the wife, husband, father, mother, brother, sister, parent-in-law, grandparents, grandchildren, child or stepchild of the employee, be entitled to leave including the day of the funeral of such relation. Such leave, for a period not exceeding two days in respect of any such death, shall be without loss of any pay which the employee would have received if the employee had not been on such leave.

An employee whose relative, as defined, dies outside Australia shall be entitled to leave of one day without loss of any pay, provided that such leave shall be extended to two days where the employee travels overseas to attend the funeral.

- ii. The rights to such paid leave shall be dependent on compliance with the following conditions:
  - a) satisfactory evidence of such death shall be furnished by the employee to the employer; and
  - b) the employee shall not be entitled to leave under this clause in respect of any period which coincides with any other entitlements under this agreement.
- iii. For the purpose of this clause, the words "wife" and "husband" shall include a person who lives with the employee as a de facto wife or husband.

### 13. ORDINARY HOURS OF EMPLOYMENT

Ordinary hours of employment shall not exceed 40 hours per week average over a 52 week period.

### 14. JURY SERVICE

- (i) An employee shall be allowed leave of absence during any period when required to attend for jury service: Provided that such leave shall be limited to a maximum of two (2) weeks in period of jury service.
- (ii) During such leave of absence, an employee shall be paid the difference between the jury service fees received and the normal rate of pay as if working.
- (iii) An employee shall be required to produce to the employer proof of jury service fees received and proof of requirement to attend and attendance on jury service and shall give the employer notice of such requirement as soon as practicable after receiving notification to attend for jury service.

### 15. TRAVELLING TIME AND EXPENSES

When an employee is sent to work from an employer's recognised place of business the employer shall pay all travelling time from such place of business to the job, and if the employee is required to return the same day to the employer's place of business, the employer shall pay travelling time to the place of business. An employee sent for duty to a place other than regular place of duty or required by an employer to attend a court of enquiry in connection with employment shall be paid reasonable authorised expenses.

### 16. GENERAL CONDITIONS

- (i) Gatekeepers Shelter: Where practicable, proper shelter shall be provided to protect an employee from the weather.

- (ii) Accommodation for Meals: Where practicable employers shall allow employees to partake of their meals, crib breaks or tea breaks in a suitable place protected from weather and every such employee shall be provided by the employer with adequate facilities for tea making and for heating food. The employer shall advise the employee of the accommodation available at a site prior to the commencement of work at the site.
- (iii) 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.
- (iv) Protective Clothing: An employee who is required to work in wet conditions, shall be supplied suitable wet weather clothing including a water proof coat or cape, water proof hat, trousers and boots. Such clothing shall remain the property of the employer.
- (v) Where it is necessary for an employee to attend court on the employer's or employer's client's behalf in connection with any matter arising out of or in connection with the employee's duties the time so occupied shall count as time worked.

## 17. GRIEVANCES AND DISPUTE RESOLUTION

### 17.1

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 Managing Director 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.

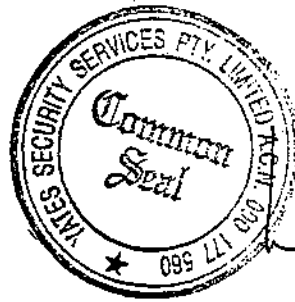
## 17.2

Nothing in this procedure limits any of the parties rights that apply under the Industrial Relations Act 1991.

18. DECLARATION

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 parties.



*[Handwritten signature]*

*[Handwritten signature]*

G. C. Payne

R. LEWIS *[Handwritten initials]*

DAVID BERRY

R. Forster

*[Handwritten signature]*

David

N. Brown

*[Handwritten signature]*

A. Rowle

*[Handwritten signature]*

R. Linton

R. Ford

Allen Dinkham

Paul E. Bennett

*[Handwritten signature]*

*[Handwritten signature]* (G. Hodder)

*[Handwritten signature]* S. P.

*[Handwritten signature]*

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Tony Phillips

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