

ENTERPRISE AGREEMENT

NO: E.A. 208 /1994

DATE REGISTERED: 24-6-94

PRICE: \$ 36.00

TITLE

S.N.P. SECURITY SERVICES PTY LIMITED

ENTERPRISE AGREEMENT 1994

ARRANGEMENT

SUBJECT	CLAUSE NUMBER
Title	1.
Arrangement	2.
Area, Incidence and Parties Bound	3.
Date of Operation	4.
Intention	5.
Classifications and Rates of Pay	6.
Payment of Wages	7.
Contract of Employment	8.
Statutory Holiday and Leave	9.
Overtime	10.
Miscellaneous Provisions	11.

1/ TITLE

This Agreement shall be referred to as the S.N.P. Security Pty Services Pty Ltd, Enterprise Agreement 1994.

The parties to the Agreement are S.N.P. Security Services Pty Ltd and the S.N.P. Works Committee formed by the employees engaged in the Classifications set out in this Agreement.

2/ ARRANGEMENT

SUBJECT	CLAUSE NUMBER
Title	1.
Arrangement	2.
Area, Incidence and Parties Bound	3.
Date of Operation	4.
Intention	5.
Classifications and Rates of Pay	6.
Payment of Wages	7.
Contract of Employment	8.
Statutory Holiday and Leave	9.
Overtime	10.
Miscellaneous Provisions	11.

3/ AREA, INCIDENCE AND PARTIES BOUND

This Agreement shall be binding on S.N.P. Security Services and the Security Officers covered in the Agreement. This Agreement is in lieu of and replaces the Terms and Conditions of employment previously covered by the Security Industry (State) Award.

Nothing in this Agreement limits the application of 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 Agreement's 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 applies only to employees of the Company in the occupations identified in Clause 6. It is not the Company's intention to engage persons at other grades identified in the Security Industry (State), but should it do so, the Award will apply to those employees.

6/ CLASSIFICATION AND RATES OF PAY

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

6.1 CLASSIFICATION

(a) STATIC SECURITY OFFICER (Grade 1). A person employed in one or more of the following capacities.


- (i) To watch, guard or protect persons and/or property.
- (ii) To watch and 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, vehicle goods and/or property coming out of or going into premises or property including vehicles carrying goods of any description to ensure that the quantity and 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. 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. (Suggest. provided those incidental duties do not restrict or deter the security officer from his main Security Duties.)

(b) STATIC SECURITY OFFICER (Grade 2)

- (i) An employee who is performing the duties of securing, watching guarding and/or protecting as directed including responses to alarm signals and attendances at and minor new technical servicing of automatic teller machines, and is required to patrol in a vehicle two or more separate sites or
- (ii) An employee who monitors and acts upon electronic intrusion detection or access control equipment. Terminating in a visual display unit or computerised print out except for simple closed circuit television systems and may be required to perform the duties of a Security Officer Grade 1.

(c) STATIC SECURITY OFFICER (Grade 3)

means a person who in addition to performing the duties defined in Grade 2, paragraph B Clause (ii), monitors and acts upon intelligent building managment systems terminating at a visual display unit or computerised printout that has the capacity for and requires data input from the security officer.

- (i) **RELIEVING SECURITY OFFICER:** A security officer who is engaged primarily for the purpose of relieving at short notice any other SNP Security Officer. A relieving security officer may have a formal roster and only requires 24 hours notice where practicable in regard to change of shifts.
- (ii) **DAY SECURITY OFFICER:** A day security officer means a person engaged to work ordinary hours between 6am-6pm Monday to Friday inclusive. Such employees may only be requested to work Public holidays. Should a day worker work a Public Holiday they will be paid the rates of pay prescribed by this Agreement for Public Holidays, for all hours worked. 
- (iii) **WEEKLY EMPLOYEE:** Means an employee engaged and paid by the week or fortnight as the case may be.
- (iv) **FULL TIME EMPLOYEE:** Means a weekly employee engaged to work an average of 40 hours per week.
- (v) **CASUAL EMPLOYEE:** Means an employee engaged and paid as such and who works less than an average of 40 ordinary hours a week.
- (vi) **ROTATING SECURITY OFFICER:** Means a seven day shift worker who's shift system includes night shifts and/or alternates with another shift.
- (vii) **SEASONAL SECURITY OFFICER:** An employee may be offered an employment contract to accommodate seasonal demands. Such a contract will guarantee the employee a specified number of hours. These hours will be the minimum number of hours paid whether worked or not.
- (viii) **NON ROTATING SECURITY OFFICER:** Means a security officer who's normal roster does not rotate through a full seven day cycle and who's normal roster does not include Saturday and Sunday.

6.2 RATES OF PAY - ORDINARY HOURS WORKED (40 HOURS PER WEEK)

The minimum weekly 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 in aggregate paid under this agreement shall not be less than that paid under the security (state) award.

Classification	Hourly
<u>STATIC SECURITY OFFICER GRADE 1</u>	
DAY SECURITY OFFICER	\$10.50
NON ROTATING SECURITY OFFICER (6am-6pm Monday-Friday)	\$10.50
ROTATING SECURITY OFFICER (rate apply to all shifts worked)	\$12.75
NON ROTATING SECURITY OFFICER (6pm-6am Mon-Fri - 6pm Friday - 6am Monday)	\$12.75
SEASONAL SECURITY OFFICER	\$12.75
CASUAL SECURITY OFFICER (plus 1/12 annual leave loading)	\$12.93 \$ 1.17
RELIEVING SECURITY OFFICER (plus \$17 per week)	\$12.75
PUBLIC HOLIDAY (rate applies to all hours worked)	\$24.53

Classification	Hourly
<u>STATIC SECURITY OFFICER GRADE 2</u>	
DAY SECURITY OFFICER	\$10.50
NON ROTATING SECURITY OFFICER (6am-6pm Monday-Friday)	\$10.50
ROTATING SECURITY OFFICER (rate applies to all shifts worked)	\$12.99
NON ROTATING SECURITY OFFICER (6pm-6am Mon-Fri 6pm Friday - 6am Monday)	\$12.99
RELIEVING SECURITY OFFICER (plus \$17 per week)	\$12.99
PUBLIC HOLIDAYS (rate applies to all hours worked)	\$25.50
<u>STATIC SECURITY OFFICER GRADE 3</u>	
DAY SECURITY OFFICER	\$11.15
ROTATING SECURITY OFFICER (rate applies to all shifts worked)	\$13.35
RELIEVING SECURITY OFFICER (plus \$17 per week)	\$13.25
PUBLIC HOLIDAYS (rate applies to all hours worked)	\$26.22

- 6.3 Provided that where a Seasonal security officer works on a shift replacing a Day security officer, they shall receive \$10.50 per hour, in lieu of \$12.75 per hour.
- 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 1st of September each year by the C.P.I. for the proceeding six (6) months. Such variation shall be in accordance with section 125 of the Industrial Relations Act (N.S.W.) 1991.

7/ PAYMENT OF WAGES

Wages shall be paid on a fortnightly basis by way of electronic funds transfer into a nominated bank or by cheque at the discretion of SNP.

Payment will be effected within two (2) working days after completion of the pay fortnight.

8/ CONTRACT OF EMPLOYMENT

- (i) Employee's under this enterprise Agreement shall be engaged either as weekly or casual employee's or seasonal employee.
- (ii) The Company shall provide all employee's with a copy of this Enterprise Agreement and new employee's will sign an acknowledgment of such on the commencement of employment with the Company.
- (iii) With regard to weekly Security Officers, the Employer shall, by legible notice displayed at some place accessible to the employee's, notify the commencing and ceasing times of ordinary hours of work. Such times, once notified, shall not be changed without agreement between employer and employee or by seven (7) days notice, except by written agreement between employer and employee.

- (iv) Commencing and ceasing times of ordinary hours of work shall operate at the actual job or work site. Pick up and return of Company Equipment from any location other than actual work site. Commencing and ceasing times to operate from collection point.
- (v) In the event of an employee working between two or more sites, travelling time between sites is included in the normal working hours.
- (vi) - Probation Period - Employees engaged as weekly employees without any previous service with the employer may be engaged for a probationary period of one month. During the first two weeks of employment such employees may be terminated with one hour's notice.
- Casual employee's who are subsequently engaged as weekly employees may be terminated with one hour's notice. During the first week of such employment only.
- (vii) The employment of any employee other than a casual employee shall be terminated only by one week's notice or by the payment or forfeiture as the case may be, of one week's wages in lieu thereof.
- (viii) The employment of a casual employee may be terminated by one hour's notice.
- (ix) Notwithstanding the foregoing provisions the employer may dismiss the employee at any time for misconduct or wilful disobedience and then shall be liable for payment up to the time of dismissal only.
- (x) On the termination of employment, the Employer shall, at the request of the employee, give such employee a statement signed by the Employer stating the period of employment, the class of work employed upon, and when the employment terminated.
- (xi) On the termination of employment, an employee shall return to the Employer all uniforms, identity cards, vehicles, firearms, keys and all other items issued to employees.
- (xii) It is the obligation of employees upon ceasing employment with S.N.P. to return any uniforms and protective clothing issued.

(xiii) Mechanisation and technological changes. Notwithstanding the provisions of subclause (f) of this clause, where on account of the introduction by an employer of mechanisation or technological changes in the industry in which the employer is engaged. The Employer terminates the employment of an employee who has been employed for the proceeding twelve months. Such employee shall be given one months notice of the termination of employment; provided that, if the Employer fails to give such notice in full.

1. The employee shall be paid at the rate specified for the employees ordinary classification in clause (6.2) of this award. For the difference between three months and the period of the notice given. And
2. The period of notice required by this subclause to be given shall be service with the employer for the purpose of the Long Service Leave Act. 1955. The Annual Holidays Act 1944 or any Act amending or replacing either of those Acts; and provided further that the right of the Employer to summarily dismiss an employee for the reasons specified in subclause - (i) of this clause shall not be prejudiced by the fact that the employee has been given notice pursuant to this subclause of the termination of the employees employment.

When SNP gives to an employee notice of the termination of employment on account of the introduction or proposed introduction of mechanisation or technological changes, 7 days before notice of dismissal SNP shall give notification in writing to the Industrial Registrar, The Director of Vocational Guidance, The Director of Technical and Further Education of the fact. Stating the employee's name and address and usual occupation and the date when the employment terminated or will terminate in accordance with the notice given.

(xiv) All employees of the Company are responsible for ensuring that they hold the current licences for employment in the security industry as required by the law. Licence to be paid for by Company.

(xv) All employees are responsible for the maintenance and cleanliness of uniforms issued to them, and apart from normal wear and tear are to ensure that all equipment is returned to the Company in the same condition it was issued.

1. SNP shall issue each weekly security officer three (3) uniforms per year, with the option of a jumper in the second year.
2. 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.

9/ STATUTORY HOLIDAY AND LEAVE

9.1 ANNUAL LEAVE

Annual leave is subject to the Annual Holidays Act, 1944, in addition to the following:

(ii) Security officers currently employed by SNP at the date this Agreement is registered who are classified as "seven (7) shift workers" under the Security Industry (State) Award, will continue to receive five (5) weeks annual leave for as long as they continue to work on any seven (7) day rotating roster.

NB: By agreement with SNP, these security officers may elect to work additional shifts only during the fifth week and be paid for these additional shifts at the rate of \$12.75 per hour.

(ii) In lieu of taking annual leave, casual employees shall receive pro-rata annual leave at one-twelfth (1/12) of their ordinary earnings on each occasion of payment of wages.

9.2 SICK LEAVE

(i) Weekly security officers currently employed by SNP at the date this Agreement is registered shall be entitled to 60 hours sick leave based on their current rate of pay in accordance with this Agreement.

a) Any seasonal security officers with less than 12 months continuous employment with SNP shall be entitled to 40 hours sick leave in the first 12 months.

b) During the second and each subsequent year, an employee shall be entitled to 60 hours sick leave.

- (ii) Permanent Part Time employees will be entitled to pro rata of full time employees leave entitlements. 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 their current rate for the time of such non attendance, subject to the following conditions and limitations.
- (iii)
 - a) The employee shall not 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 wherever practicable, four hours before commencement of the 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.
 - c) The employee shall furnish the Company such evidence as SNP may desire e.g. a statutory declaration, that the employee was unable by reason of illness or injury to attend for duty.
 - d) 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.

9.3 COMPASSIONATE LEAVE

- (i) An employee other than a casual shall, on the death within Australia of the wife, husband, father, mother, brother, sister, parent in-law, grandparents, grandchild, 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 without loss of any ordinary pay which the employee would have received if the employee had not been on such leave.
- (ii) An employee other than a casual who's relative, as defined, dies outside Australia shall be entitled to leave of one day without loss of any ordinary pay, provided that such leave shall be extended to two days where the employee travels overseas to attend the funeral.
- (iii) The rights to such paid leave shall be dependant 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 award or otherwise.
- c) 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.

9.4 JURY SERVICE

An employee shall be allowed leave of absence during any period when required to attend for Jury Service.

- a) 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.
- b) An employee shall be required to produce to SNP 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.

9.5 ATTENDANCE AT REPATRIATION CENTRES

Weekly employees being ex-service personnel shall be allowed as time worked, lost time incurred whilst attending repatriation centres for medical examination and/or treatment. Provided that:-

- 1) Such lost time does not exceed four hours on each occasion and a maximum of 20 hours per annum.
- 2) The employee produces evidence satisfactory to SNP that there is a requirement to and subsequent attendance at a repatriation centre.
- 3) Provided that SNP shall be entitled to deduct from lost time any payments the employee is entitled to receive from lost time from the department of Veterans affairs in respect of any such attendance.

9.6 PUBLIC HOLIDAYS

- 1) Security officers rostered to work Public Holidays will receive payment for the shift.
- 2) The days on which the following holidays are observed shall be holidays under this Enterprise Agreement, namely New Years Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day and any other day which may hereafter be proclaimed a Public Holiday throughout the state of New South Wales.

The abovementioned days will be paid based on the current Award hourly rates.

9.7 CRIB BREAK

All shifts are continuous, but employees are entitled to crib paid breaks on the following basis.

- 1) All security officers working 8 hour shifts are entitled to 20 minute crib breaks, no earlier than 4 hours nor later than 5 hours after commencement of starting time.
- 2) All security officers working 12 hour shifts are entitled to 20 minutes crib break, no earlier than 5 hours or later than 6 hours from commencement of shift. A further 10 minutes crib break of 10 minutes to be taken between the 9th and 10th hour from commencement of shift.
- 3) In the event of having to continue shift, the guard is entitled to a further 10 minutes crib break at the commencement of this overtime.

9.8 LONG SERVICE LEAVE

All employees covered by this Agreement shall be entitled to Long Service Leave on full pay under, subject to and in accordance with the provision of the Long Service Leave Act 1955.

9.9 REDUNDANCY

All employees covered by this agreement shall be entitled to Redundancy payments in accordance with the provisions of the Employment Protection Act, 1982.

10/ OVERTIME

10. OVERTIME

1. Overtime is all time worked in excess of an employees ordinary rostered hours.
 - 1.1 All overtime will be offered on a voluntary basis
2. Security officers working overtime will be paid at the ordinary rate that is paid for that shift.
3. With regard to overtime worked priority will be given to the employees currently working the site where overtime exists.
4. Working in Excess of 12 hours.

In the event of a relief failing to turn up on time, the employee will continue with his duties until such time as he is relieved.

 - a) It is the responsibility of the Company to ensure he/she is relieved as soon as possible.
 - b) The employees will continue to be paid at his/her normal rate until relieved.
 - c) When relieved he/she will be entitled to be absent from duty for 12 hours (or the normal break between shifts) without any loss of pay.
 - d) In the event of this occurring at the end of his/her last rostered shift he/she is entitled to additional payment of extra hours worked at his normal rate in lieu of lost relaxation time.

11/ MISCELLANEOUS PROVISIONS

11.1 SUPPLY OF EQUIPMENT

- (i) All equipment necessary for employees to perform their work, including firearms and ammunition when required by the Employer subject to the provision of subclause VI. Torches of clause 7 supplied by Employer. Batteries supplied by Employer.

- (ii) Where an employee is required by the Employer to carry firearms, initial training in the use of such firearms shall be provided. Such time to be counted as time worked. Refresher courses shall be conducted at 12 month intervals. Such courses to count as time worked.
- (iii) An employee shall not carry firearms unless required to do so by the Employer. Where an employee is so required they shall be provided and maintained in a reasonable condition by the Employer who also shall pay the gun licence fee.

11.2 VEHICLE

Where an employee is required to use a vehicle as part of their duties it is the Employers responsibility to supply and maintain said vehicle in roadworthy condition.

11.3 CALL BACK

Where an employee is required to attend the Employer's office, pick up uniform supply or attend premises of client or clients, whether notified before or after leaving the place of employment shall be paid at an hourly rate with a minimum of 2 hours at his/her normal rate for the period of such attendance.

11.4 DISPUTE/GRIEVANCE PROCEDURE

The parties to this Agreement recognise the critical public interest inherent in maintaining continuous security protection and accordingly commit themselves to the following procedure:

- (i) Any grievance or potential industrial dispute will be discussed in the first instance by the Security Officer (in company with any other fellow employee at the discretion of the Security Officer) and his/her immediate senior.
- (ii) If unable to be resolved at that level, the matter(s) will be referred to the Guards Operations Manager or designee for further consideration.
- (iii) If unable to be resolved at that level, the matter(s) will be referred to the Sydney Branch Manager or designee for decision within two (2) normal days.

- (iv) If there is no resolution, then the NSW Industrial Relations Commission will be notified.
- (v) Security officers undertake that no industrial action will be taken while the steps in the procedure are being followed. Both parties agree to comply with orders/recommendations of the Industrial Relations Commission.
- (vi) SNP and security officers will at all times maintain an "open door" communications and feedback policy.

11.5 SECURITY LICENCE

Where a security officer is required to hold either a 1A or 1B licence pursuant to the provisions of the Security (Protection) Industry Act 1985, such security officers shall have the cost of such licence reimbursed by SNP on completion of twelve months service on production by the security officer of the original receipt issued by the New South Wales Police Department. The amount reimbursed will be limited to \$35.00 in any single year, subject to C.P.I. increases.

11.6 UNION REPRESENTATION

In accordance with the Industrial Relation Act, 1991, union membership must be voluntary.

SNP's policy is that membership of any union is a personal decision and that union and non-union security officers will be treated equally.

SNP does not become involved in any aspect of administration including payment of fees direct from wages on behalf of any third party. Dispute resolution is addressed in Clause 11.4.

11.7 HEALTH AND SAFETY

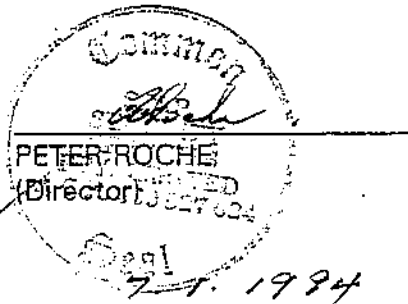
Following implementation of this Enterprise Agreement, SNP and the security officers represented by the Works Committee or as otherwise agreed will, if agreed by both parties, structure a Health and Safety Committee as encouraged by the Occupational Health and Safety Act.

12/ 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 the parties.**

The Common Seal of SNP)
Security Pty Limited was)
affixed hereto in the)
presence of:)



[Signature]
~~Security~~ DIRECTOR
KEVIN J. ROCHE

7.1.1994
(Date)

Signed for and on behalf of
the Works Committee representing
all Security Officers employed
by SNP Security Pty Ltd in New
South Wales in the presence of:

[Signature]
(Witness signature)

[Signature]
GORDON CONNOLLY
7.1.94
(Date)

[Signature]
(Witness signature)

[Signature]
MICHAEL HILL
7.1.94
(Date)

[Signature]
(Witness signature)

[Signature]
CLIVE JOHNSON
7.1.94
(Date)

[Signature]
(Witness signature)

[Signature] 7/1/94
PAUL MORTIMER
(Date)

[Signature]
(Witness signature)

[Signature]
LESLIE SINCLAIR
7-1-94
(Date)

[Signature]
(Witness signature)

[Signature]
ALBERT YALG
7.1.94
(Date)

5

**ATTACHMENT TO FORM 7A—APPLICATION FOR RELIEF IN RELATION
TO UNFAIR DISMISSAL**

REASONS FOR APPLICATION

Notes for Applicant

- Please set out below the reasons why you believe your dismissal by your employer was harsh, unreasonable or unjust.
- You are asked to set out the reasons which you wish to rely on, but at this stage, please be brief.

- 6
- The Applicant was never provided with an adequate explanation for her dismissal;
 - The Applicant was given no notice for her dismissal;
 - The Applicant was not provided with any prior warnings;
 - The Applicant believed that she would be employed by the Respondent well into the future and had no reason to believe that her employment was in jeopardy.

7

Note: You should endeavour to briefly state all the reasons on which you rely. You will have an opportunity to expand on these reasons at the conciliation conference to be held before the Commission and later in arbitration if required.