

# ENTERPRISE AGREEMENT

NO: E.A. 38 /1994

DATE REGISTERED: 14-2-94

PRICE: \$ 22.00

# ACTION LINE ENTERPRISE AGREEMENT 1993

## 1 Title

This agreement shall be known as the Action Line Security Consultants Enterprise Agreement 1993 (and is hereafter referred to as 'the Agreement').

## 2. Arrangement

This Agreement is set out in the following manner.

<u>Clause No.</u>	<u>Subject Matter</u>
1.	Title
2.	Arrangement
3.	Parties Bound and Scope
4.	Operation
5.	Incidence
6.	Contract of Employment
7.	Minimum Rates of Wages for Ordinary Hours
8.	Hours of Work
9.	Public Holidays
10.	Meal Breaks and Refreshments
11.	Annual Leave
12.	Sick Leave
13.	Disputes Procedure
14.	No Duress

## 3. Parties Bound and Scope

This Agreement shall be binding upon Action Line Security Consultants Pty Limited, A.C.N. No. 002 747 917 (Trading as Action Line Security Consultants Pty Limited), (henceforth referred to as the 'Employer') whose place of business under this Agreement is 4 Beaconia Close, MONA VALE NSW 2103 and in respect to all persons employed as Action Line Patrol Officers, by the Employer at the said place of business at the time of making this Agreement and from time to time during the term of the Agreement.

## 4. Operation

This Agreement shall operate from the date of registration (which is noted as            day of            199 ) and shall remain in force for 3 years from the said date of registration.

## 5. Incidence

The Agreement shall regulate totally the terms and conditions of employment previously regulated by the Security Industry (State) Award and the Miscellaneous Workers Security Industry Wages (State) Award for Grades 1 and 2 employees of that award.

To the extent of any inconsistency between the award and the Agreement, the Agreement shall prevail.

## 6. Contract of Employment

6.1 Employees shall be engaged on the following basis:

6.1.1 employed by the week.

6.1.2 payment shall be at least once each fortnight (or on such other basis as may be agreed between the employer and the employees).

6.1.3 entitled to provisions, of Clause 11, Annual Leave and Clause 12, Sick Leave paid in full for maximum ordinary hours or as a fraction if fewer ordinary hours are worked as defined in Clause 8.1.

6.1.4 may be terminated during the first 3 months of employment (on probation) by one days notice and after one month of employment (following confirmation) by one weeks notice on either side.

6.2 Nothing in the Agreement shall affect the right of the Employer to dismiss an employee without notice for refusal of duty, malingering, inefficiency, neglect of duty or misconduct.

6.3 Upon engagement the employer shall provide each employee with a contract which will include a statement of the employee's level, hourly rate of wages, rostered hours and ordinary hours of work agreed under this Agreement.

## 7. Minimum Rates of Wages for Ordinary Hours

7.1 Subject to Clause 7.2, employees shall receive a minimum starting rate of pay for work during ordinary hours not less than \$10.00 per hour.

7.2 Where an employee under this agreement works at times or in circumstances which, had the award applied, would have entitled that employee to a higher rate of wages (however that rate of pay may be expressed or described in the award) for all or part of ordinary hours (however those ordinary hours may be expressed or described under the award) then that award rate of pay shall be the minimum rate in place of the rate under Clause 7.1. Without limiting the scope of this clause, such payments shall include any particular payments (such as penalties, loadings and allowances) treated as ordinary hours rates by the award and required by S122(1) of Division 2 of the N.S.W. Industrial Relations Act 1991.

- 7.3 The employer, having regard to the skills, responsibilities and merit of an employee, may agree with an individual employee by separate contract to pay a rate in excess of the rates in Clauses 7.1 and 7.2.

## 8. Hours of Work

- 8.1 The ordinary hours of work shall be, by mutual agreement from time to time, a maximum of 38 per week averaged over a 52 week period.
- 8.2 Wherever reasonably possible work shall be arranged so that an employee shall have at least 10 consecutive hours off duty between work on successive days.

## 9. Public Holidays

- 9.1 The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day and Boxing Day or any other gazetted public holiday are observed as special days appointed by proclamation as public holidays shall be subject to provision of Clauses 7, 8 and 10 of this Agreement.

## 10. Meal Breaks and Refreshments

- 10.1 Non-paid meal breaks shall be as arranged between the Employer and the employee.
- 10.2 During any shift of eight hours or more, employees shall be allowed opportunities for a paid refreshment break or breaks of no more than thirty minutes duration in aggregate and not less than five minutes for any one break, in such manner as to not interfere with the continuous running of the establishment. An overtime meal allowance for other than ordinary hours can be paid at the discretion of the employer if agreed on engagement.

## 11. Annual Leave

Annual Leave will be according to provisions of the Annual Holidays Act 1944.

## 12. Sick Leave

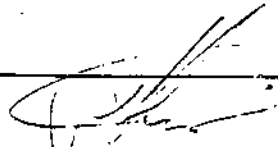
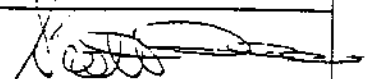
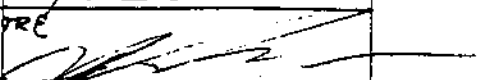
- 12.1 A weekly employee who is unable to attend or remain at his/her place of employment by reason of personal illness or personal incapacity not due to the Employee's wilful misconduct, shall be entitled to one (1) week of absence paid at the appropriate ordinary hourly rate for the first and each subsequent year of employment.
- 12.2 Provided that the employee complies with the following conditions:
- 12.2.1 The employee shall, where practicable, advise the employer of his/her inability to attend for work on the morning of the absence and as far as possible the nature of the illness and the estimated period of absence; and
- 12.2.2 If so required by the employer, the employee shall produce a medical certificate or other satisfactory evidence to prove the employee's inability to attend for duty on the days in respect of which sick leave is claimed.
- 12.2.3 The foregoing provisions are not intended to limit the Employer dealing with particular cases on a more generous basis.

## 13. Disputes Procedure

- 13.1 All disputes or grievances arising within the enterprise shall as far as practical be resolved through consultation among all of the parties within the enterprise. Accordingly the following procedure shall be followed:
- 13.1.1 initially the staff member shall discuss any grievance, dispute or claim with the immediate supervisor
- 13.1.2 where there is no satisfactory resolution arising from discussions between the employee and his/her supervisor they may agree to involve other employees on a confidential and informal basis from any level or section of the enterprise.
- 13.1.3 where there is no satisfactory resolution through informal discussions among nominated employees the aggrieved employee may after informing his supervisor take the matter for resolution to a Proprietor of the enterprise.
- 13.1.4 should the matter involve interpretation of this Agreement the employee and Proprietor may agree on the involvement of an impartial third party from outside the organisation who can assist them reach a mutually acceptable outcome.
- 13.2 If not settled the parties may request the matter to be taken up through the due processes with the Industrial Relations Commission.


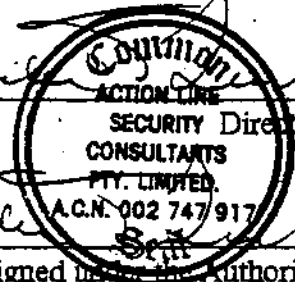

14. No Duress.

The Action Line Security Consultants Enterprise Agreement 1993 was not entered into under duress by any of the following persons who are party to it:

Name	Residential Address and Telephone Number	Signature
TONY ASIMUS	55 Hillcrest Ave Hurstville PL: 580 6503	
SCOTT FRASER	1/42 COLLINS ST NORTH NARRAGSEEN PL: 913-9281	
JOHN MORKHAM	MITCHELLS GOLFING CENTRE 2A MCARRS CREEK RD CHURCH POINT PL: N/A	

**Employer Name**  
Action Line Security Consultants

A.C.N. No. 002 747 917

  
  
 ACTION LINE  
 SECURITY Director  
 CONSULTANTS  
 PTY. LIMITED  
 A.C.N. 002 747 917  
  
 Signed under the Authority  
 of the Board.

ATTACHMENT

MINIMUM CONDITIONS OF EMPLOYMENT UNDER SECTION 122 OF THE  
N.S.W. INDUSTRIAL RELATION ACT 1991:

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Enterprise Agreement Clause No.	Condition
12. Sick Leave	The agreement provides at subclause 12.1, that employees:  " ... shall be entitled to one (1) week of absence paid at the appropriate ordinary hourly rate for the first and each subsequent year of employment."
8. Hours of work	The agreement provides at subclause 8.1 that: "The ordinary hours of work shall be, by mutual agreement from time to time, a maximum of 38 per week averaged over a 52 week period."
7. Minimum wages	The agreement provides at subclause 7.1, a minimum starting rate for ordinary hours of work of not less than \$10.00 per hour.  The agreement provides at subclause 7.2 that:  "7.2 Where an employee under this agreement works at times or in circumstances which, had the award applied, would have entitled that employee to a higher rate of wages (however that rate of pay may be expressed or described in the award) for all or part of ordinary hours (however those ordinary hours may be expressed or described under the award) then that award rate of pay shall be the minimum rate in place of the rate under Clause 7.1. Without limiting the scope of this clause, such payments shall include any particular payments (such as penalties, loadings and allowances) treated as ordinary hours rates by the award and required by S122(1) of Division 2 of the N.S.W. Industrial Relations Act 1991."

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19 December 1993

TO WHOM IT MAY CONCERN

On Sunday, 19 December, 1993 at the request of all staff eligible to be parties to the **Action Line Security Consultants Enterprise Agreement 1993** at Sydney and according to the Industrial Relations Act 1991, I was the returning officer for a secret ballot. A copy of the ballot paper is attached.

I duly prepared a roll of all "Action Line Patrol Officers" covered and ensured sufficient ballot papers were available. Each was initialled by me before issue. I saw all ballots posted by the employees (there were no postal votes).

3 ballot papers were issued and of these 3 were returned completed.

The result (3 in favour, NIL against) was counted and double checked by me in the presence of the staff concerned. This represented 100% approval.

The ballot papers have been retained by me in a secure place. I am aware the majority result and the conduct of the ballot is accepted by all staff.


*C. Asimus*  
Name CAROL ASIMUS  
Address 55 HILLCREST AVE  
HURSTVILLE 2220  
Phone No.: 5806003

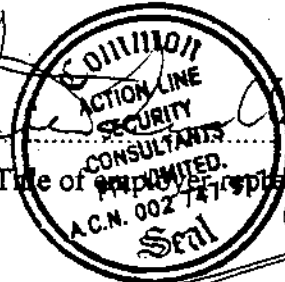


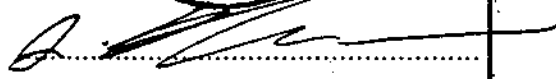


## LIST OF VOTERS

I hereby certify that the attached list is a complete list of all the employees of Action Line Security Consultants eligible to vote in the enterprise agreement ballot to be held on Sunday, 19 December, 1993.

  
.....  
(Signature and Title of ~~Proprietor~~ representative)



  
.....  
(Signature and Title of employee representative)  
*Action Line Post  
office*

ATTACHMENT

LIST OF EMPLOYEES OF ACTION LINE SECURITY CONSULTANTS PTY LTD ·  
ELIGIBLE TO VOTE IN THE SECRET BALLOT.

Mr Scott Fraser

Mr John H Morkham

Mr Anthony Asimus

ATTACHMENT

LIST OF INDIVIDUAL EMPLOYEES SIGNATORY TO THE AGREEMENT:

Name	Address	Telephone No.
Mr Scott Fraser	1/42 Collins Street, North Narabeen	913 9281
Mr John H Morkham	Mitchell's Boating Centre 2A McCarrs Creek Rd Church Point	N/A
Mr Tony Asimus	55 Hillcrest Avenue Hurstville	580 6503