

ENTERPRISE AGREEMENT

NO: E.A. 36 /1995

DATE REGISTERED: 15-2-95

PRICE: \$ 14.00

MARK WALKER INDUSTRIES ENTERPRISE AGREEMENT

1 Title

This agreement shall be known as the Mark Walker Industries Enterprise Agreement (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.	Trades and Occupations and Classifications
6.	Contract of Employment
7.	Minimum Rates of Wages for Ordinary Hours
8.	Ordinary Hours of Employment
9.	Overtime
10.	Public Holidays
11.	Meal Breaks and Refreshments
12.	Sick Leave
13.	Disputes and Grievances Procedure
14.	No Duress

3. Parties Bound and Scope

- 3.1 This Agreement shall be binding upon Mark Walker Industries Pty Ltd, A.C.N. No. 056 821 820, trading as Innforce Security, Cleanforce and Caterforce, on the one part (the 'Employer') and the employees on the other part.
- 3.2 The enterprise for which this Agreement is made is Mark Walker Industries Pty Ltd, Level 24, Suite 142, 14 Blues Point Rd, McMahons Point, N.S.W. 2060. The Agreement also applies to sites of clients of the enterprise pursuant to contracts current at the time of entering into this Agreement.
- 3.3 The enterprise provides security services for the protection of persons and property, cleaning, bar and steward work by rotating employees between various client sites.

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. Trades and Occupations and Classifications

5.1 The Agreement shall regulate totally the terms and conditions of employment for the trades and occupations of Grade 1 Security Officer of the Security Industry (State) Award and Miscellaneous Workers' Security Industry Wages (State) Award and Cleaner of the Miscellaneous Workers' - General Services (State) Award and Bar Attendant and Cleaner of the Hotel Employees (State) Award and Level 2 Steward, and Level 1 Cleaner, of the Club Employees (State) Award.
To the extent of any inconsistency between the award and the Agreement, the Agreement shall prevail.

5.3 Nothing in this Agreement limits the application to an employee bound of any conditions that apply under any Act irrespective of its conditions, such as parental leave, annual leave, long service leave, jury service, superannuation, worker's compensation.

6. Contract of Employment

6.1 Employees shall be paid by the week and engaged as casuals employed by the hour or part time on regular days and/or hours.

6.2 Nothing in this 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 Part time employees may be terminated during the first six (6) months of employment (on probation) by four (4) hours notice and thereafter (following confirmation) by one weeks notice on either side.

7. Minimum Rates of Wages for Ordinary Hours

7.1 Subject to Clause 7.2, the rates of pay for each adult Employee shall be the appropriate minimum according to the levels in this Agreement as follows:

7.1.1 **Level 3** Fully Qualified M.W.I. Employee \$12.50

Shall mean -

An employee with the requisite skills of 1 & 2 and completed training to perform duties involving personal and property security.

7.1.2 **Level 2** Support Staff \$11.70

Shall mean -

Staff having the skills to provide bar and customer services and being assessed as having potential to progress to Level 3.

7.1.3 **Level 1** Starting Rate (first 6 (six) months only) \$10.40

Shall mean -

Acquiring the necessary skills to provide customer and bar services.

7.2 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 Clause 7.1.

8. Ordinary Hours of Employment

8.1 Ordinary hours of work shall be by mutual agreement from time to time a maximum average of 38 hours per week over a four week period or not more than eight per day, Monday to Friday.

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. Overtime

9.2 Employees who work in addition to ordinary hours shall do so by agreement from time to time and at the same rate or at an agreed rate higher than the rate which would ordinarily apply for ordinary hours in this Agreement.

9.3 An overtime meal allowance can be paid at the discretion of the Employer.

10. Public Holidays

10.1. Employees can, by agreement, work ordinary hours on any days appointed by as Public Holidays throughout the State.

10.2 Where an employee would have been entitled to payment for not working ordinary hours on a Public Holiday, had an award applied, payment will be according to Clauses 7 and 8 of this Agreement.

11. Meal Breaks and Refreshments

11.1 Non-paid meal breaks shall be as arranged between the Employer and the Employee.

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.

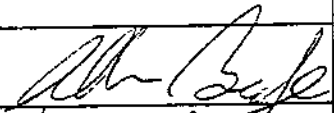


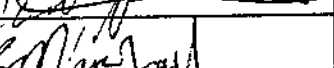
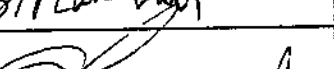

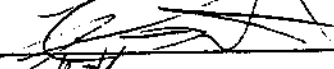
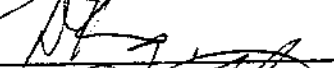

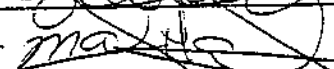

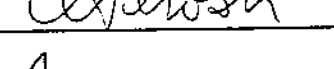
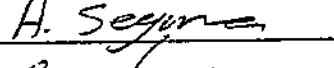
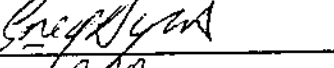
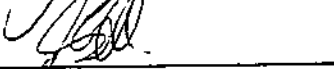
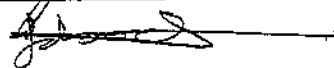
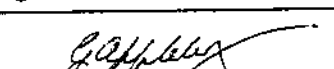
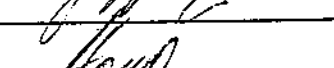
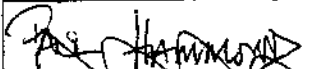

12.3 Sick leave not taken according to Clause 12.1 shall not accumulate from year to year.

13. Disputes and Grievances 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 out come.
- 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 Mark Walker Industries Enterprise Agreement was not entered into under duress by any of the following persons who are party to it:

Name	Residential Address and Telephone Number	Signature
ALLAN BUDGE	LOT 202 BOUNDARY ROAD CRANBORO 2749	
IAN LORKE	1612 IRON ST NTH PARRAMATTA 2150	
PAUL HAMMOND	35 BURRELL CRES BAULKHAM HILLS 2153	
BRETT MARSHALL	10 APOLO AVE BAULKHAM HILLS 2153	
DARREN PEARCE	103 GOULD RD. ETGLE VALE 2558	
GREG WALTERS	1612 IRON ST NTH PARRAMATTA 2150	
DAMIEN KING	1716 PROSPECT AVE CREMORNE 2089	
STEVEN HILL	11 THOMPSON PL. CAMDEN 2570	
MARK WORTON	610 OLD NORTHERN RD. DURAL 2158	
ANTHONY PEROSH	29 MYALL ST CONCORD 2138	
ADRIAN SELUNA	139 NEWTOWN RD BLACKTOWN 2148	
GREG BUIERS	59 HENRY ST FIVE DOLK 2046	
JASON BELL	6 MAZEPA PL LIDCOMBE 2141	
GEORGE LAHOZO	100 EXCELSIOR RD MERRYLANDS 2160	
GEOFF APPLEBY	98 CANDELANDS RD LENDORIE 2157	
PAMELA JONES	2 PRESIDENT AVE CARINGDAH 2229	
JOE MERRI	246 LIVINGSTONE RD MARRICKVILLE 2204	
STEVEAN MERRI	66 WARRIEWOOD RD WARRIEWOOD 2102	
	35 BURRELL CRES BAULKHAM HILLS	

Employer Name
Mark Walker Industries Pty Ltd
A.C.N. No. 056 821 820

