

ENTERPRISE AGREEMENT

NO: E.A. 443 /1995

DATE REGISTERED: 29-12-95

PRICE: \$ 12-00

# ACTION LINE ENTERPRISE AGREEMENT

## 1 Title

This agreement shall be known as the Action Line 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 Enterprise Covered
4.	Operation
5.	Incidence
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.	Annual Leave
13.	Sick Leave
14.	Disputes and Grievances Procedure
15.	No Duress
16.	Signatures

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## 3. Parties Bound and Enterprise Covered

3.1 This Agreement is between Action Line Security Consultants Pty Limited, A.C.N. 002 747 917, on the one part (the 'Employer') and the Employees of the enterprise described in Clause 3.3 (the 'Employees').

3.2 The enterprise to which this Agreement relates is Action Line Security Consultants Pty Limited, 4 Beaconia Close, Mona Vale, N.S.W. 2103, which provides contract mobile and static security services for the protection of persons and property and cleaning, gardening and bar services by rotating employees between various client sites which are listed in a document lodged with the Industrial Registrar.

3.3 This Agreement replaces the Action Line Security Consultants Enterprise Agreement 1993 for the Enterprise described in Clause 3.2. The Employer and Employees agree the former Enterprise Agreement shall terminate upon registration of this Agreement.

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- 3.4 This Agreement covers all employees otherwise covered in the trades and/or occupations of Security Officer Grades 1-5 of the Security Industry (State) Award and the Miscellaneous Workers Security Industry Wages (State) Award, Cleaner and of the Miscellaneous Workers' - General Services (State) Award, Gardener of the Miscellaneous Gardeners (State) Award and Bar Attendant and Bar Useful/Cleaner of the Hotel Employees (State) Award.

#### **4. Operation**

- 4.1 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**

- 5.1 The Agreement shall regulate totally the terms and conditions of employment for all employees described in Clause 3.3 instead of the Action Line Security Consultants Enterprise Agreement 1993, the Security Industry (State) Award and the Miscellaneous Workers Security Industry Wages (State) Award, the Miscellaneous Workers' - General Services (State) Award, Miscellaneous Gardeners (State) Award and the Hotel Employees (State) Award.

To the extent of any inconsistency between the Action Line Security Consultants Enterprise Agreement 1993, the named awards and this Agreement, this Agreement shall prevail.

- 5.2 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 and workers' compensation.

#### **6. Contract of Employment**

- 6.1 Weekly employees shall have a continuing employment relationship, be engaged by the week for a maximum of 38 hours on average per week.
- 6.2 Weekly employees 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.
- 6.3 Casual workers are engaged and paid by the hour with a minimum engagement of 3 hours. Such engagements shall be less than 38 hours in any week, can be terminated without notice by either party and shall not include a continuing employment relationship nor regular hours each week.
- 6.4 Payment shall be at least once each fortnight (or on such other basis as may be agreed between the employer and the employees).
- 6.5 Nothing in the Agreement shall affect the right of the Employer to dismiss an employee without notice for refusal of duty, neglect of duty or misconduct.

7. Minimum Rates of Wages for Ordinary Hours

7.1 The minimum rates of pay for each employee shall be fixed at the following rates:

<u>Description</u>	<u>Minimum Rate per Ordinary Hour</u>
Level 1 Security Officer, Grades 4 and 5	\$11.50
Casual	\$13.25
Level 2 Security Officer Grades 1,2, and 3, Cleaner, Gardener	\$10.85
Casual	\$12.30
Level 3 Bar Attendant, Useful/Cleaner	\$ 7.95
Casual	\$11.95

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 The ordinary hours of work shall be, by mutual agreement from time to time. They shall not exceed 38 per week averaged over a 52 week period and not be more than 8 hours 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

9.1 Employees who work in addition to ordinary hours shall do so by agreement from time to time and shall be paid at the same rate as the rate which would ordinarily apply for ordinary hours in this Agreement.

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

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**10. Public Holidays**

- 10.1 Employees can, by agreement, work ordinary hours on any of the following days, 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.
- 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 or this Agreement.

**11. Meal Breaks and Refreshments**

- 11.1 Non-paid meal breaks shall be as arranged between the Employer and the Employee.
- 11.2 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.

**12. Annual Leave**

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

**13. Sick Leave**

- 13.1 A weekly employee who is unable to attend or remain at his/her place of employment by reason of personal illness or personal incapacity, 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. Such days, if not taken, shall not accumulate from year to year under this Agreement.
- 13.2 Provided that the employee complies with the following conditions:
- 13.2.1 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
- 13.2.2 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.
- 13.2.3 The foregoing provisions are not intended to limit the Employer dealing with particular cases on a more generous basis.

**14. Disputes and Grievances Procedure**

- 14.1 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:
- 14.1.1 initially the staff member shall discuss any grievance, dispute or claim with the immediate supervisor
  - 14.1.2 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.
  - 14.1.3 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.
  - 14.1.4 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.
- 14.2 If not settled the parties may request the matter to be taken up through the due processes with the Industrial Relations Commission.

**15. No Duress.**

The Action Line Enterprise Agreement was not entered into under duress by any of the following persons who are expressed to be party to it

