

ENTERPRISE AGREEMENT

NO: E.A. 276 /1996

DATE REGISTERED: 18-9-96

PRICE: \$ 14-00

P.R.O.S. ENTERPRISE AGREEMENT

1 Title

This agreement shall be known as the P.R.O.S. 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
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7.	Minimum Rates of Wages for Ordinary Hours
8.	Ordinary Hours of Employment
9.	Overtime
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11.	Meal Breaks and Refreshments
12.	Annual Leave
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14.	Disputes and Grievances Procedure
15.	No Duress
16.	Signatures

3. Parties Bound and Scope

- 3.1 This Agreement shall be binding upon P.R.O.S. Pty Ltd, A.C.N. No. 056 821 820, on the one part (the 'Employer') and the Employees of the enterprise described in Clause 3.3 (the 'Employees') on the other part.
- 3.2 The enterprise to which this Agreement relates is P.R.O.S. Pty Ltd, Level 3, 127 Argyle Street, Parramatta, N.S.W. 2150 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 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 of the Miscellaneous Workers' - General Services (State) Award, Gardener of the Miscellaneous Gardeners (State) Award, Level 2 Steward and Level 1 Cleaner of the Club Employees (State) Award and Bar Attendant and Bar Useful/Cleaner of the Hotel Employees (State) Award.

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

- 5.1 The Agreement shall regulate totally the terms and conditions of employment for all employees described in Clause 3.3. instead of the Security Industry (State) Award, Miscellaneous Workers' Security Industry Wages (State) Award, the Miscellaneous Workers' - General Services (State) Award, Bar Attendant and Cleaner of the Hotel Employees (State) Award and the Club Employees (State) Award. To the extent of any inconsistency between the awards 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 and worker's 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 six (6) months of employment (on probation) by four (4) hours notice and thereafter (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 Nothing in the Agreement shall affect the right of the Employer to dismiss an employee without notice for refusal fo 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 & 5	\$11.50
Casual	\$13.25
Level 2	
Security Officer Grades 1,2 and 3	\$10.85
Cleaner, Gardener, Steward	
Casual	\$12.30
Level 3	
Bar Attendant, Useful/Cleaner	\$ 8.15
Casual	\$12.25

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 52 week period or not 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

9.2 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.

9.3 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 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 Holidays.

- 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.
- 11.2 During any shift of 8 hours or more, employees shall be allowed opportunities for a paid refreshment break or breaks of no more than 30 minutes duration in aggregated and not less than 5 minutes for any one break, in such manner as not to interfere with the continuous running of the establishment.

12. Annual Leave

- 12.1 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.
- 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.
- 13.3 Sick leave not taken according to Clause 13.1 shall not accumulate from year to year under this Agreement.

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 their 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 outcome.
- 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

- 15.1 The P.R.O.S. Enterprise Agreement was not entered into under duress by any of the following persons who are party to it.

16. Signatures

- 16.1 The Common Seal of P.R.O.S. Pty Limited, A.C.N. 056 821 820, was hereunto affixed by authority of the Directors thereof and in accordance with the Company's Articles of Association in the presence of:




Director

4/6/96
Date

- 16.2 The signatures of the employees are as follows:

Name	Signature	Occupation
ADRIAN SEGUIN	A Seguin	SECURITY OFFICER 1
LES TAIPETI	L Taipeti	CLEANER
RICHARD DELIB	R. Delib	SECURITY OFFICER 1
Lanny Endra	L Endra	SECURITY OFFICER 4
Tony CHANKITA	T. Chalkita	SECURITY OFFICER 4
BRETT WILSON	B. Wilson	SECURITY OFFICER 1
M. Lavin Vukajicic	M. Vukajicic	SECURITY OFFICER 2
John-C. MOUSSA	J. Moussa	CLEANER
CHRIS YACHI	C. Yachi	SECURITY OFFICER 2
TONY COLE	T. Cole	SECURITY OFFICER 3
Richard YARAK	R. Yarak	SECURITY OFFICER 1
BRIAN PEENE	B. Peene	GARDENER
NATAUE PAUL	N. Paul	BAR ATTENDANT
IAN CORKE	I. Corke	SECURITY OFFICER 1
GREG WALTERS	G. Walters	BAR ATTENDANT

