

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/123

TITLE: **Synergy Protection Agency Enterprise Agreement 2004**

I.R.C. NO: IRC3/6896

DATE APPROVED/COMMENCEMENT: 13 February 2004

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 18 June 2004

DATE TERMINATED:

NUMBER OF PAGES: 9

COVERAGE/DESCRIPTION OF

EMPLOYEES: The Agreement applies to all employees employed by Joe Merhi Industries Pty Ltd (trading as Synergy Protection Agency) located at Level 3, 156 Pacific Highway, St Leonards, engaged in the classification of Casual Security Officers, who fall within the coverage of the Security Industry (State) Award and the Quantum Security Enterprise Agreement 1999

PARTIES: Joe Merhi Industries Pty Ltd t/as Synergy Protection Agency -&- Lawrence Abdel-Rehim, Jamiel Antoun, Assaf Hobeika, John Mansour, Robert Mansour, Lawrence Merhi, Frank Mersal, Sam Sadek

SYNERGY PROTECTION AGENCY ENTERPRISE AGREEMENT 2003

1. Title

- 1.1 This agreement shall be known as the Synergy Protection Agency (Casual Employees) Enterprise Agreement 2004.

2. Arrangement

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3. Definitions

3.1 Security Officer Level 1

3.1.1 Refers to a person employed:

- a) To watch, guard or protect persons and/or premises and/or property;
- b) To respond to basic fire/security alarms at their designated site/post;
- c) As an employee stationed at an entrance and/or exit whose principal duties shall include the control of movement of persons, vehicles, goods and/or property coming out of or going into and/or moving within premises or property;
- d) To carry out crowd control duties.

- e) To perform the duties of securing, watching, guarding and/or protecting, or cash collection and/or delivering as a part of their duties, as directed, including responses to alarm signals and attendances at and minor non-technical servicing of automatic teller machines and is required to patrol in a vehicle two or more separate establishments or sites; or
- f) To monitor and act upon electronic intrusion detection or access control equipment terminating in a visual display unit or computerised print-out; and
- g) Where required by the employer, to control a dog used to assist the Security Officer to carry out the duties of watching, guarding or protecting persons and/or premises and/or property.

3.2 Security Officer Level 2

3.2.1 Refers to a person, who in addition to performing duties defined in Level 1, undertakes the following duties:

- a) monitors and acts upon intelligent building management systems terminating at a visual display unit or computerised print-out that has the capacity for and requires data input from the security officer;
- b) is employed substantially in a security and/or data input and/or a monitoring function within a central station and principally occupied in one or more of the following duties:

Monitoring, recording, inputting information or reacting to signals and instruments related to electronic surveillance of any kind;

coordinating, checking or recording the activities of Security Officers Level 1;

operating or monitoring any medium of verbal communication; and

- c) from time to time means a person who supervises Level 1 staff.

3.3 Security Officer Level 3

3.3.1 Refers to a person who, whilst in charge of a shift of one or more Security Officers Level 2, which may include leading hands, carries out coordinating duties in addition to the normal duties of such a Level 2 Security Officer.

3.3.2 A person in receipt of the rate applying to this classification shall not be entitled to a leading hand allowance as provided in this agreement.

3.4 Casual Employee

3.4.1 Refers to an employee engaged and paid as such but shall not include an employee working an average of 38 ordinary hours or more per week.

4. Parties Bound and Scope

4.1 This agreement shall be binding upon Joe Merhi Industries Pty Ltd ABN 96 100 229 169 (trading as Synergy Protection Agency) and all officers employed.

4.2 This agreement shall prevail over the Security Industry (State) Award, and Quantum Security Enterprise Agreement 1999.

5. Incidence and Term of Operation

- 5.1 This agreement applies in New South Wales only and shall operate from the date of registration and remain in force for a period of three years.

6. Employment of Staff

- 6.1 Employees under this agreement shall be engaged as casual employees in accordance with the duties identified in their position descriptions.

7. Termination of Employment

7.1 Dismissal

- 7.1.1 Employees may be dismissed for misconduct, being conduct by the employee of such a nature as would constitute a repudiation by the employee of his or her casual contract of employment including, but not limited to:

- a) sleeping on duty;
- b) being under the influence of alcohol or taking illegal drugs whilst on duty;
- c) leaving a post unattended without proper authorisation and without good reason; and
- d) not performing in accordance with the requirements agreed to with management and clients.

- 7.1.2 In such cases the employer shall be liable for payment up to the time of dismissal only.

- 7.1.3 The employment of a casual may be terminated by one hour's notice on either side.

7.2 Certificate of Service

- 7.2.1 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.

7.3 Return of Equipment:

- 7.3.1 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.

- 7.3.2 Where an employee fails to return any uniform, protective clothing or other items issued, the employer may deduct the monetary value of such uniform, clothing or other items from the employee's termination pay.

- 7.3.3 Where the employer so requests an employee shall sign such written authority upon engagement.

- 7.3.4 Existing employees may be required to sign such an authority upon receipt of the next issue of uniform/clothing or other items.

8. Use of Available Skills

- 8.1 Employees covered by this agreement shall perform all work within their skill and competence including work that is incidental or peripheral to their main tasks or function.

9. Duty of Care

- 9.1 Employees owe a duty of care to the employer for all uniforms, protective clothing and equipment supplied to the employee during the course of duty.
- 9.2 If the employee damages or loses the issue wilfully or negligently the employer may require the employee to reimburse the employer for such damage or loss.

10. Consultative Mechanism

- 10.1 A workplace committee shall be established and meet quarterly or on an as needs basis, to consult on the implementation of this agreement, and any other matters affecting efficiency and productivity.

11. Uniforms

- 11.1 Where an employee is required to wear a uniform or part of a uniform, such uniform or part thereof shall be supplied by the employer at no cost to the employee.
- 11.2 At the discretion of the employer, a bond covering the cost of such uniform or part thereof may be deducted from the employee's wages.
- 11.3 Subject to the condition of the uniform, and taking into consideration reasonable wear and tear, this bond (or a proportion thereof) may be reimbursed at the expiry of the probation period, or where necessary, upon departure from the employer.

12. No Extra Claims

- 12.1 It is a term of this agreement that staff undertake not to pursue any extra claims in the agreement, except when consistent with test case decisions of the Industrial Relations Commission of New South Wales.

13. Additional Rates

- 13.1 Leading Hands
 - 13.1.1 Employees placed in charge of other employees shall be paid, in addition to their ordinary wages, an additional rate at the discretion of the employer of between 5% and 10% per hour.

14. Wages

- 14.1 Rates of Pay
 - 14.1.1 The rates of pay for employees engaged by this agreement shall be as set out in the Part A – Rates of Pay Clause in this award.
 - 14.1.2 The rates are a flat rate and inclusive of all allowances and overtime provisions.
 - 14.1.3 The wage rates simplify processing the payroll and other administrative tasks, make it easier for employees to understand their pays, and provide the company with the certainty in needs to be assured when costing tenders and other proposals.
 - 14.1.4 The rates reflect the employer's capacity to pay and in total are not less favourable than the total of the rates and allowances in the underpinning awards.
- 14.2 Bonus Payments
 - 14.2.1 Performance bonuses may be paid to employees (who are performing exceptionally well as determined by staff appraisals) from time to time on an ad hoc basis.

14.3 Pay Period

14.3.1 The employer shall pay wages and other moneys to employees either weekly or fortnightly, depending on the agreement with the employee at the time of engagement.

14.3.2 The employer shall specify the day upon which wages shall be paid.

14.4 Time and Wages Records

14.4.1 The employer shall keep a record from which can be readily ascertained, the name and occupation of each employee, the hours worked each day (including the commencing and finishing time of each shift worked), and the wages and entitlements paid each pay period.

14.5 Penalty

14.5.1 Where an employee does not ring through his/her times by the prescribed deadlines, the employer shall be under no obligation to pay the employee his/her payment for that work until the next payday in the following pay period.

15. Ordinary Hours of Employment

15.1 A casual employee shall be engaged on a day-to-day basis as and when required. Their hours of work shall not exceed 38 hours per week averaged over a 52-week period.

15.2 Casual employees may also be engaged on a regular and systematic basis subject to the terms in this clause.

16. Rostering

16.1 The Employer shall notify employees who work their normal hours in accordance with a roster, of the location and commencing and ceasing times of their rostered hours of work.

17. Notification of Absences

17.1 If an employee is unable to meet their roster requirements as advised, they are required to notify management no less than 48 hours prior to the commencement of the shift.

17.2 Where such notification is not received with 48 hours notice, the employer shall deduct the equivalent of two hours pay from that employee's wages.

17.3 The employer shall pay any deduction to the employee required to cover the absence created by relieving for that shift.

18. Transfer of Employees

18.1 The employer may transfer an employee in response to client demands.

19. Call Back

19.1 An employee required to attend the employer's premises and/or the premises of a client or clients of an employer for any reason after leaving the place of employment (whether notified before or after leaving the place of employment) shall be paid at the rate of ordinary pay.

19.2 Where attendance is required by the employer for the purpose of:

- a) a disciplinary and/or a counselling interview
- b) administrative procedures such as completing or attending to Workers' Compensation Forms, Accident Reports, or Break/Entry Reports,

shall be at the expense of the employee.

20. Public Holidays

20.1 The following holidays shall be observed as public holidays under this agreement:

- a) New Year's Day,
- b) Australia Day,
- c) Good Friday,
- d) Easter Saturday,
- e) Easter Monday,
- f) Anzac Day,
- g) Queen's Birthday,
- h) Labour Day,
- i) Christmas Day
- j) Boxing Day

20.2 And, any day, which may hereafter be proclaimed, a public holiday throughout the State of NSW.

20.3 Employees working on public holidays shall be paid the ordinary rate of pay for the hours that fall within those of the public holiday. This forms part of the agreed hourly rate, which includes penalties and allowances.

21. Long Service Leave

21.1 Employees employed under the provisions of this agreement shall be entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1955 (NSW)*.

22. Equipment and Protective Clothing

22.1 Wet weather clothing

22.1.1 An employee, who is required to work in wet conditions, shall be supplied with suitable wet weather clothing including a waterproof coat or cape, waterproof hat, trousers and boots.

22.1.2 Such clothing shall remain the property of the employer and subject to the conditions as set out the uniforms clause of this agreement.

22.2 Equipment

22.2.1 The employer shall supply all equipment necessary for employees to perform their work, including firearms and ammunition when required by the employer.

22.3 Firearms

22.3.1 An employee shall not carry firearms unless required to do so by the employer.

22.3.2 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.

22.4 Training

22.4.1 Where an employee is required by the employer to carry firearms, initial training in the use of such a firearm shall be provided, such time to be counted as time worked.

22.4.2 Refresher courses shall be conducted at 12-monthly intervals.

22.4.3 Such courses to count as time worked.

22.5 Property of the employer

22.5.1 Uniforms, protective clothing and other equipment supplied in accordance with this sub-clause shall remain the property of the employer.

23. Attendance at Court

23.1 Where it is necessary for an employee to attend court on behalf of the employer or the employer's client in connection with any matter arising out of or in connection with the employee's duties, the time so occupied shall count as time worked.

24. Performance Management

24.1 Performance Expectations

Performance standards and clear and realistic measurement criteria shall be developed for each employee and regular appraisals, formal and informal, conducted by supervisors.

24.2 Poor Performance

Where an employee does not meet the performance requirements they may be terminated in accordance with the Termination of Employment Clause in this award.

24.3 Recovery action

24.3.1 Where an employee has put the employer to unnecessary expense such as not showing up to work and having a replacement sent in his/her place, the cost of that expense shall be recouped from the employee by agreement through payroll deductions.

24.3.1 The employee shall be advised in writing of such action before it is taken to allow the opportunity for him/her to appeal the decision.

25. Disciplinary Procedure

25.1 The employer may dismiss an employee in accordance with the Termination of Employment Clause in this agreement.

26. Anti-Discrimination Clause

26.1 It is the intention of the parties to this agreement to seek to achieve the object in s 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

26.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement, which by its terms or operation, has a direct or indirect discriminatory effect.

26.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

26.4 Nothing in this clause is to be taken to affect:

- a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- b) offering or providing junior rates of pay to persons under 21 years of age;
- c) any act or practice of a body established to propagate religion which is exempted under s 56(d) of the *Anti-Discrimination Act 1977*;
- d) a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

26.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES:

- a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation:
- b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

“Nothing in the Act affects...any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.”

27. Dispute Resolution Procedures

27.1 Subject to the provisions of the *Industrial Relations Act 1996* grievances or disputes shall be dealt with in the following manner.

Step 1

- a) The employee(s) is required to notify (in writing or otherwise) the supervisor as to the substance of the grievance, requesting a meeting with the employer for discussions and stating the remedy sought.
- b) This meeting shall take place within one to two working days of the issue arising (weekends and holidays excepted).

Step 2

- a) If agreement is not reached then the matter shall be referred by the supervisor to the Director within 24 hours.
- b) At the conclusion of the discussion the employer must provide a response to the employee's grievance if the matter has not been resolved, including reasons (in writing or otherwise) for not implementing any proposed remedy.

Step 3

- a) If the matter is still not settled within a reasonable period of time it may be referred/notified to the Industrial Relations Commission of New South Wales for settlement by either party.

27.2 Normal Work

26.2.1 During this procedure normal work shall continue.

28. No Duress

28.1 The parties to this agreement have entered into it freely and under no duress.

29. Part a - Rates of Pay

29.1 Rate per hour for all classifications based on a 38-hour week.

Classification	Ordinary Rates of Pay commencing from the first pay period on or after the 13th February 2004
Level 1	\$17.00
Level 2	\$18.50
Level 3	\$20.00

30. Signatories

42.1 This agreement is made between Synergy Protection Agency and its employees. The employees have nominated the two representatives below to sign the agreement on behalf of all the employees to be covered by the agreement in accordance with 3.3 of the Principles for Approval of Enterprise Agreements 2000. Signatures of the parties appear below:

Joe Merhi
Director

Signature

Date

Robert Mansour
Employee Representative

Signature

Date

Frank Mersal
Employee Representative

Signature

Date