



## DECISION

*Fair Work Act 2009*

s.185 - Application for approval of a single-enterprise agreement

**Group 5 Security Pty Ltd**  
(AG2015/150)

### **GROUP 5 SECURITY PTY LTD ENTERPRISE AGREEMENT 2014**

Security services

COMMISSIONER CARGILL

SYDNEY, 19 FEBRUARY 2015

*Application for approval of the Group 5 Security Pty Ltd Enterprise Agreement 2014.*

[1] An application has been made for approval of an enterprise agreement known as *The Group 5 Security Pty Ltd Enterprise Agreement 2014* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by Group 5 Security Pty Ltd. The agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Agreement is approved and, in accordance with s.54, will operate from 26 February 2015. The nominal expiry date is four (4) years from the date of approval.



**GROUP 5 SECURITY PTY LTD  
ENTERPRISE AGREEMENT 2014**

**In accordance with Chapter 2 Part 2-4 of the *Fair Work Act 2009 (Cth)***

**BETWEEN:           Employer:       Group 5 Security Pty Ltd  
                          A.B.N:           57 156 317 056**

**AND:                 Employees of the Employer bound by this Agreement**

**CONTENTS**

---

**This Agreement is set out in the following manner**

1. DEFINITIONS .....	3
PART 1 – OPERATION, APPLICATION AND EMPLOYEE RELATIONS.....	5
2. Duration & Scope of the Agreement.....	5
3. Contract of Employment .....	5
4. Dispute Resolution Procedure .....	5
5. Consultation.....	6
6. Flexibility .....	8
7. Licensing.....	9
PART 2 - HOURS OF WORK, ROSTERING & MEAL BREAKS .....	10
8. Hours of Work .....	10
9. Overtime.....	10
10. Breaks.....	11
PART 3 – REMUNERATION, ALLOWANCES & SUPERANNUATION .....	12
11. Remuneration.....	12
12. Wage Increases .....	12
13. Public Holidays.....	13
14. Uniforms & Accessories .....	13
15. Allowances .....	13
16. Superannuation .....	14
PART 4–LEAVE AND FLEXIBLE WORKING ARRANGEMENTS .....	15
17. Annual Leave.....	15
18. Personal/Carer’s Leave .....	15
19. Compassionate Leave.....	16
20. Parental Leave .....	16
21. Right to request flexible working conditions.....	16
22. Community Service Leave .....	17
23. Jury Service .....	17

PART 5 – TERMINATION, REDUNDANCY & STAND DOWN ..... 19  
24 Termination ..... 19  
25 Redundancy ..... 20  
26 Stand Down & Suspension ..... 20  
27 Job Search Entitlement ..... 20

SCHEDULE A Minimum Rates of Pay

SCHEDULE B Classifications

SCHEDULE C Signatures

## 1. DEFINITIONS

---

<i>'Act'</i>	Means the <i>Fair Work Act 2009 (Cth)</i> as amended or succeeded.
<i>'Transitional Act'</i>	Means the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)</i> as amended or succeeded.
<i>'Agreement'</i>	Means this agreement, being the Group 5 Security Pty Ltd Enterprise Agreement 2014.
<i>'Base Rate of Pay'</i>	(a) Means for Ordinary Security Employees, the Monday to Friday Permanent hourly rate set out in Part 1 of Schedule A; or (b) Means for Night Shift Employees, the Monday to Friday Permanent hourly rate set out in Part 3 of Schedule A.
<i>'Continuous Service'</i>	Has the meaning prescribed in section 22 of the Act.
<i>'Eligible Casual Employee'</i>	Means an Employee who has been employed by the Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months and who would have a reasonable expectation of continuing engagement on a regular and systematic basis.
<i>'Employer'</i>	Means Group 5 Security Pty Ltd.
<i>'Employee/s'</i>	Means the Employee/s of the Employer covered by this Agreement.
<i>'Employee Couple'</i>	Means two National System employees who are the spouse or de facto partner of the other.
<i>'Excluded Employees'</i>	Means: (a) casual Employees; and (b) Employees employed for a specified period of time, for a specified task, or the duration of a specified season.
<i>'Immediate Family Member'</i>	Means a spouse, former spouse, de-facto partner, former de-facto partner, child, parent, grandparent, grandchild or sibling of the Employee or a child, parent, grandparent, grandchild or sibling of a spouse, former spouse, de-facto partner or former de-facto partner of the Employee.
<i>'Ordinary Security Employee'</i>	Means a security Employee who is not a Night Shift Employee.
<i>'Parties'</i>	Means the Employer and Employee/s.
<i>'Night Shift Employee'</i>	Means a Security Employee who performs work during a Night Span over the whole period of a roster cycle in which more than two thirds of their ordinary shifts include ordinary hours between 0000 hrs and 0600 hrs.
<i>'Night Span'</i>	Means work performed between 0000 hrs to 0600 hrs and 1800 hrs to 2400 hrs throughout the period from 0000 hours Monday to 2400 hrs Friday (excluding hours on a day that is a public holiday).

<i>'Permissible Occasion'</i>	Occurs when an Employee is unable to attend or remain at his or her place of employment due to personal illness or personal incapacity or where an Employee's Immediate Family Member or member of their household requires care or support because of a personal illness, or injury, or an unexpected emergency affecting the member.
<i>'Probation Period'</i>	Means a period of three months during which both the Employer and the permanent Employee will evaluate the permanent Employee's initial suitability for their role.
<i>'Redundancy'</i>	Occurs when the employment relationship is terminated at the Employer's initiative because: <ul style="list-style-type: none"> <li>(a) the Employer no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or</li> <li>(b) of the insolvency or bankruptcy of the Employer.</li> </ul>
<i>'Shiftworker'</i>	Means an Employee who: <ul style="list-style-type: none"> <li>(a) works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the seven days of the week; and</li> <li>(b) is regularly rostered to work on Sundays and Public Holidays.</li> </ul>
<i>'Voluntary Emergency Management Activity'</i>	Means an activity in which an Employee is engaged dealing with an emergency or natural disaster on a voluntary basis for a recognised emergency management body, where the Employee was requested by or on behalf of the body to engage in the activity or where no such request was made, but it would be reasonable to expect that if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.
<i>'Weekend Permanent Rate of Pay'</i>	(a) Means for Ordinary Security Employees, the Weekend Permanent hourly rate set out in Part 1 of Schedule A; or (b) Means for Night Shift Employees, the Weekend Permanent hourly rate set out in Part 3 of Schedule A.

## **PART 1 – OPERATION, APPLICATION AND EMPLOYEE RELATIONS**

---

### **2. Duration & Scope of the Agreement**

- 2.1. This Agreement will take effect seven days after the date on which the Agreement has been approved by the Fair Work Commission. The Agreement will have a nominal term of four years. The Agreement will be available for Employees to access, together with a copy of the National Employment Standards, at the Employer's office or upon written request.

### **3. Contract of Employment**

- 3.1. The employment status and classification of Employees will be as agreed between the Parties and recorded in writing upon commencement of employment.
- 3.2. Employment status will be permanent full-time, permanent part-time or casual. Permanent part-time Employee entitlements are pro-rata to those of permanent full-time Employees proportionate to the hours worked. At the commencement of employment of a part-time Employee, it will be agreed in writing the number of hours the Employee will work each week, averaged over four weeks.
- 3.3. Permanent Employees will initially be employed on a Probation Period. The Probation Period will not affect the 'minimum employment period' under the Act. The Employer may at any time during or on completion of the Probation Period confirm the Employee's on-going employment with the Employer.
- 3.4. This Agreement provides for minimum legal entitlements only and will not restrict the Employer and Employees from agreeing to higher rates of pay, or additional benefits via a separate common law employment contract.
- 3.5. For the avoidance of doubt, if an Employee is receiving a rate of pay upon commencement of this Agreement, which is higher than the applicable rate of pay under this Agreement, the Employee will continue to receive the higher rate of pay from the date on which the Agreement commences.

### **4. Dispute Resolution Procedure**

- 4.1. If a dispute relates to:
- 4.1.1. a matter arising under the Agreement; or
  - 4.1.2. the National Employment Standards,
- this clause 4 sets out procedures to settle the dispute.
- 4.2. An Employee who is a Party to the dispute may appoint a representative for the purposes of the procedures in this clause 4.
- 4.3. In the first instance, the Parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.

- 4.4. If discussions at the workplace level do not resolve the dispute, a Party to the dispute may refer the matter to the Fair Work Commission.
- 4.5. The Fair Work Commission may deal with the dispute in two stages:
- 4.5.1. The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- 4.5.2. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
- 4.5.2.1. arbitrate the dispute; and
- 4.5.2.2. make a determination that is binding on the Parties.

*Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*

- 4.6. While the Parties are trying to resolve the dispute using the procedures in this clause 4:
- 4.6.1. an Employee must continue to perform his or her work as he or she would normally, unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- 4.6.2. an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
- 4.6.2.1. the work is not safe; or
- 4.6.2.2. applicable occupational health and safety legislation would not permit the work to be performed; or
- 4.6.2.3. the work is not appropriate for the Employee to perform; or
- 4.6.2.4. there are other reasonable grounds for the Employee to refuse to comply with the direction.

4.7. The Parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this clause 4.

4.8. Nothing in this clause provides for the Fair Work Commission to deal with or settle a dispute relating to sections 65(5) or 76(4) of the Act.

## **5. Consultation**

- 5.1. This clause 5 applies if the Employer:
- 5.1.1. has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
- 5.1.2. proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

### **Major change**

- 5.2. For change referred to in clause 5.1.1:

- 5.2.1. the Employer must notify the relevant Employees of the decision to introduce the major change; and
- 5.2.2. clauses 5.3 to 5.9 apply.
- 5.3. The relevant Employee(s) may appoint a representative for the purposes of the procedures in this clause.
- 5.4. If a relevant Employee(s) appoints a representative for the purposes of consultation and the Employee(s) advise the Employer of the identity of the representative, the Employer must recognise the representative.
- 5.5. As soon as practicable after making its decision, the Employer must discuss with the relevant Employees:
  - 5.5.1. the introduction of the change;
  - 5.5.2. the effect the change is likely to have on the Employees; and
  - 5.5.3. measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees.
- 5.6. For the purposes of the discussions outlined in clause 5.5, the Employer must provide, in writing, to the relevant Employees:
  - 5.6.1. all relevant information about the change including the nature of the change proposed; and
  - 5.6.2. information about the expected effects of the change on the Employees; and
  - 5.6.3. any other matters likely to affect the Employees.
- 5.7. Notwithstanding clause 5.6, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 5.8. The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 5.9. In this clause, a major change “is likely to have a significant effect on Employees” if it results in:
  - 5.9.1. the termination of the employment of the Employees;
  - 5.9.2. major change to the composition, operation or size of the Employer’s workforce or to the skills required of the Employees;
  - 5.9.3. the elimination or reduction of job opportunities (including opportunities for promotion or tenure);
  - 5.9.4. the alteration of hours of work;
  - 5.9.5. the need to retrain Employees;
  - 5.9.6. the need to relocate Employees to another workplace; or
  - 5.9.7. the restructuring of jobs.

**Change to regular roster or ordinary hours of work**

- 5.10. For change referred to in 5.1.2:
  - 5.10.1. the Employer must notify the relevant Employees of the proposed change; and
  - 5.10.2. clauses 5.11 to 5.17 apply.
- 5.11. The relevant Employee(s) may appoint a representative for the purposes of procedures in this clause



- 5.12. If a relevant Employee(s) appoints a representative for the purposes of consultation and the Employee(s) advise the Employer of the identity of the representative, the Employer must recognise the representative.
- 5.13. As soon as practicable after proposing to introduce the change, the Employer must discuss with the relevant Employees the introduction of the change.
- 5.14. For the purposes of the discussion outline in clause 5.13, the Employer must provide:
  - 5.14.1. all relevant information about the change, including the nature of the change; and
  - 5.14.2. information about what the Employer reasonably believes will be the effects of the change on the Employees; and
  - 5.14.3. information about any other matters that the Employer reasonably believes are likely to affect the Employees
- 5.15. Notwithstanding clause 5.14, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees
- 5.16. The Employer must invite the Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 5.17. The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 5.18. In this clause 5, “relevant Employees” means the Employees who may be affected by the major change.

## **6. Flexibility**

- 6.1. An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement provided that the individual flexibility arrangement:
  - 6.1.1. deals with one or more of the following matters;
    - 6.1.1.1. arrangements about when work is performed;
    - 6.1.1.2. overtime rates;
    - 6.1.1.3. penalty rates
    - 6.1.1.4. allowances;
    - 6.1.1.5. leave loading; and
  - 6.1.2. meets the genuine needs of the Employer and Employee in relation to one or more of those matters; and
  - 6.1.3. is genuinely agreed to by the Employer and the Employee; and
  - 6.1.4. is about permitted matters under section 172 of the Act and is not unlawful under section 194 of the Act; and
  - 6.1.5. is in writing; and
  - 6.1.6. includes the name of the Employer and Employee; and
  - 6.1.7. is signed by the Employer and the Employee and if the Employee is under 18 years of age, signed by the Employee’s parent or guardian; and
  - 6.1.8. includes details of:

- 6.1.8.1. the terms of the Agreement that will be varied by the arrangement; and how the arrangement will vary the effect of the terms; and
  - 6.1.8.2. how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - 6.1.8.3. states the day on which the arrangement commences.
- 6.2. The Employer must ensure that the terms of the individual flexibility arrangement result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 6.3. The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 6.4. The Employer or Employee may terminate the individual flexibility arrangement:
  - 6.4.1. by giving no more than 28 days written notice to the other party to the arrangement; or
  - 6.4.2. if the Employer and Employee agree in writing - at any time.

## **7. Licensing**

- 7.1. All security Employees are required to be licensed to carry out services in the security industry by the applicable state body. The license must be maintained and renewed by the Employee (at the Employee's expense), in accordance with any applicable legislation, standards, codes and regulations.

## **PART 2 - HOURS OF WORK, ROSTERING & MEAL BREAKS**

---

### **8. Hours of Work**

- 8.1. Ordinary hours of work for Security Employees will not exceed 38 hours per week, averaged over four weeks. These hours may be worked on any day Monday – Sunday (inclusive of public holidays) for a maximum of 12 ordinary hours on any day.
- 8.2. Casual Employees will be engaged for a minimum of four hours on any day.
- 8.3. Permanent part time Employees will be engaged for a minimum of three hours on any day.
- 8.4. As far as practically possible, the Employer will draw up a roster one month in advance and post this in a conspicuous place which is accessible to the Employees. Changes to rosters may occur with seven days' notice or with less notice if mutually agreed between the Employer and the relevant Employee/s.

### **9. Overtime and penalties**

- 9.1. All time worked outside ordinary hours as defined in clause 8.1 will be overtime and for part-time Employees, time worked outside of the agreed weekly hours defined in clause 3.2 will be overtime. The Employer may require an Employee to work reasonable overtime in accordance with the Act.
- 9.2. Subject to clause 9.4, Ordinary Security Employees will be paid for overtime at the following percentages of the Base Rates of Pay for Ordinary Security Employees, for those hours.

	<b>Monday – Saturday</b>	<b>Sunday</b>
<b>First 2 hours</b>	133%	177%
<b>Thereafter</b>	177%	177%

For the avoidance of doubt, when calculating overtime, each day stands alone.

- 9.3. Subject to clause 9.4, Night Shift Employees will be paid for overtime at the following percentages of the Base Rates of Pay for Night Shift Employees, for those hours.

	<b>Monday – Saturday</b>	<b>Sunday</b>
<b>First 2 hours</b>	114%	151%
<b>Thereafter</b>	151%	151%

For the avoidance of doubt, when calculating overtime, each day stands alone

- 9.4. By mutual agreement between the Employer and permanent Employee, the permanent Employee may be granted time off instead of receiving the overtime payment provided that:

- 9.4.1. time off will be calculated at the penalty equivalent;

9.4.2. time off must be taken within one calendar month of working of the overtime, or it will be paid out.

9.5. Where an Ordinary Security Employee is required to work during a Night Span, the Ordinary Security Employee will be paid a penalty of 21.7% at the Base Rate of Pay for Ordinary Security Employees, for those hours.

9.6. This overtime clause 9 does not apply to casual Employees.

## 10. Breaks

10.1. Meal breaks will be given to Employees in accordance with the following table:

<b>Hours worked</b>	<b>Rest Break</b>	<b>Meal Break</b>
Less than 4 hours	No rest break	No meal break
4 hours but less than 5 hours	One paid 10 minute rest break	No meal break
5 hours but less than 8 hours	One paid 10 minute rest break	One unpaid meal break of 30 minutes
8 hours but less than 12 hours	Two paid 10 minute rest breaks	One unpaid meal break of 30 minutes
12 hours or more	Two paid 15 minute rest breaks	One unpaid meal break of 30 minutes

## **PART 3 – REMUNERATION, ALLOWANCES & SUPERANNUATION**

---

### **11. Remuneration**

- 11.1. The minimum rates of pay for each hour worked are set out in Schedule A of this Agreement.
- 11.2. The hourly rate of pay for casual Employees includes a casual loading which is in lieu of paid annual and personal/carer's leave entitlements, notice of termination and redundancy pay.
- 11.3. For the avoidance of doubt, if an Employee is receiving a rate of pay upon commencement of this Agreement which is higher than the applicable rate of pay under this Agreement, the Employee will continue to receive the higher rate of pay from the date on which the Agreement commences.
- 11.4. Where an Employee is required to perform work on a particular day which attracts a higher rate than that which the Employee is ordinarily entitled to receive, the Employee will be entitled to be paid at the higher rate for that day, if the work performed on that day exceeds four hours.
- 11.5. Except upon termination of employment, all wages will be paid to the Employees weekly or fortnightly in arrears, by electronic funds transfer.

### **12. Wage Increases**

- 12.1. The Base Rates of Pay will increase each year during the nominal term of the Agreement in accordance with the operation of section 206 of the Act.
- 12.2. For the nominal term of this Agreement, the Weekend Permanent Rate of Pay for Ordinary Security Employees will be 157% above the Base Rate of Pay for Ordinary Security Employees following any wage increase given under clause 12.1.
- 12.3. For the nominal term of this Agreement, the Weekend Permanent Rate of Pay for Night Shift Employees will be 157% above the Base Rate of Pay for Ordinary Security Employees following any wage increase given under clause 12.1.
- 12.4. For the nominal term of this Agreement, the Monday to Friday casual rates of pay for Ordinary Security Employees will be 121% of the Base Rate of Pay for Ordinary Security Employees following any wage increase given under clause 12.1.
- 12.5. For the nominal term of this Agreement, the Monday to Friday casual rates of pay for Night Shift Employees will be 118% of the Base Rates of Pay for Night Shift Employees as determined in accordance with clause 12.1.
- 12.6. For the nominal term of this Agreement, the weekend casual rates of pay for Ordinary Security Employees will be 147% above the Monday to Friday Casual rates for Ordinary Security Employees as determined in accordance with clause 12.4.
- 12.7. For the nominal term of this Agreement, the weekend casual rates of pay for Night Shift Employees will be 147% of the Monday to Friday casual rates for Ordinary Security Employees as determined in accordance with clause 12.4.

### **13 Public Holidays**

- 13.1 This clause relates to all government gazetted public holidays in the relevant state or territory in which the work is being performed.
- 13.2 The Employer may request the Employee to work on a particular public holiday. The Employee may refuse the request (and take the day off) if the Employee has reasonable grounds for doing so, in accordance with the provisions of the Act.
- 13.3 Ordinary Security Employees performing work on a public holiday will be paid 221% of the Base Rates of Pay set out in Part 1 of Schedule A for those hours.
- 13.4 Casual Ordinary Security Employees performing work on a public holiday will be paid 201% of the Monday to Friday Casual rates set out in Part 2 of Schedule A for those hours.
- 13.5 Night Shift Employees performing work on a public holiday will be paid 189% of the Base Rates of Pay set out in Part 3 of Schedule A for those hours.
- 13.6 Casual Night Shift Employees performing work on a public holiday will be paid 176% of the Monday to Friday Casual rates set out in Part 4 of Schedule A for those hours.
- 13.7 Permanent Employees are entitled to payment at the Employee's ordinary rate of pay if not required by the Employer to work on a public holiday where their regular rostered hours fall on such public holiday.
- 13.8 By agreement between the Employer and a majority of the Employees, an alternative day may be taken as the public holiday instead of any of the days prescribed in clause 13.1. In that event, the penalty rates in clauses 13.3, 13.4, 13.5 and 13.6 will apply to the alternative day only.

### **14 Uniforms & Accessories**

- 14.1 The Employer will supply a corporate uniform to each Employee and this will remain the property of the Employer at all times.
- 14.2 Uniforms will be maintained by the Employee to an agreeable standard. Compensation for a uniform allowance is incorporated into the minimum rates of pay set out in Schedule A.

### **15 Allowances**

- 15.1 An Employee who is required to carry a firearm will be paid \$2.56 for each such shift where they are required to carry a firearm, up to a maximum of \$12.81 per week.
- 15.2 An Employee who holds a Senior First Aid Certificate (also known as Apply First Aid or Workplace Level 2) and is requested or nominated to act as a first aider will be paid an allowance of \$5.12 for each such shift, up to a maximum of \$25.46 per week.
- 15.3 An Employee may be rostered to work a shift in up to two periods of duty per day with a minimum payment of three hours for each period of duty. An Employee who works a rostered shift in two periods of duty will be paid an allowance of \$12.20.

- 15.4 An Employee who is required to supervise other Employees will be paid an allowance in accordance with the table below:

Supervision	Allowance per hour
1 – 5 Employees	\$0.84
6 – 10 Employees	\$0.97
11 – 20 Employees	\$1.25
Over 20 Employees	\$1.48

- 15.5 An Employee who is required to use their own motor vehicle will receive a motor vehicle allowance of \$0.78 per km.

## **16 Superannuation**

- 16.1 The Employer will contribute the minimum employer superannuation contributions, on behalf of the Employee, to a complying superannuation fund of the Employee's choice, in accordance with the requirements of the relevant, prevailing superannuation legislation. Should an Employee fail to make a valid choice of fund, they will be enrolled in the Employer's default fund.

## **PART 4—LEAVE AND FLEXIBLE WORKING ARRANGEMENTS**

---

### **17 Annual Leave**

- 17.1 This clause only applies to permanent Employees.
- 17.2 Permanent Employees are entitled to four weeks' paid annual leave per year of service, payable at the Base Rate of Pay. Annual leave accrues on a pro-rata basis progressively throughout the year.
- 17.3 The Employer may require an Employee to take annual leave at a time determined by the Employer where:
- 17.3.1 the Employer provides the Employee with at least 28 days' notice in writing; and either:
    - 17.3.1.1 the Employee has an accrued balance of over eight weeks' annual leave (but only where the Employee retains a balance of no less than four weeks of accrued leave afterwards – unless otherwise agreed by the parties); or
    - 17.3.1.2 the Employer shuts down some or all of its operations.
- 17.4 No annual leave loading is not payable as it has been duly compensated for in the Employee's rates of pay as set out in Schedule A.
- 17.5 An Employee may elect to forego an entitlement to take an amount of annual leave credited to the Employee by way of a written request to the Employer, provided that the Employee retains a balance after the cashing out of at least four weeks' annual leave. Where such a request is made and approved by the Employer, the Employee will receive a payment in lieu of the amount of annual leave at a rate no less than the Employee's agreed rate of pay at the time the election is made.
- 17.6 Notwithstanding clause 17.2, Shiftworkers are entitled to five weeks' paid annual leave per year of continuous employment, payable at the Base Rate of Pay set out in part 1 of Schedule A.
- 17.7 Where a permanent Employee who has 12 months' continuous service is engaged for part of the 12 monthly period as a Shiftworker, the Shiftworker is entitled to have their paid annual leave increased by half a day for each month the permanent Employee is continuously engaged as a Shiftworker.

### **18 Personal/Carer's Leave**

- 18.1 This clause applies to permanent and casual Employees.
- 18.2 Subject to clause 18.5, permanent Employees are entitled up to 10 days' personal/carer's leave payable at the Base Rate of Pay, accruing on a pro-rata basis progressively throughout the year. Any unused personal/carer's leave entitlements will be cumulative from year to year.
- 18.3 Permanent Employees are entitled to access their personal/carer's leave for a Permissible Occasion.



- 18.4 Permanent and casual Employees are entitled to a period of up to two days' unpaid carer's leave for each Permissible Occasion. A permanent Employee is only entitled to unpaid personal/carer's leave if the Employee has exhausted all of their paid personal/carer's leave entitlement.
- 18.5 Employees must comply with the following requirements when taking both paid and unpaid personal/carer's leave:
- 18.5.1 the Employee will, where practicable, advise the Employer of his/her inability to attend for work at least three hours prior to the commencement of their shift and as far as possible the nature of the illness and the estimated period of absence;
  - 18.5.2 the Employee will produce a medical certificate or other satisfactory evidence to prove the permanent Employee's inability to attend for duty on the days in respect of which personal/carer's leave is claimed;
  - 18.5.3 an Employee will not be entitled to paid personal/carer's leave for any period in respect of which he or she is entitled to workers compensation.

## **19 Compassionate Leave**

- 19.1 This clause applies to permanent and casual Employees.
- 19.2 Permanent Employees are entitled to two days' paid compassionate leave and casual Employees are entitled to two days' unpaid compassionate leave for each occasion when, an Employee's Immediate Family Member:
- 19.2.1 contracts a personal illness that poses a serious threat to his/her life; or
  - 19.2.2 sustains a personal injury that poses a serious threat to his/her life; or
  - 19.2.3 dies.
- 19.3 An Employee may take compassionate leave in:
- 19.3.1 a single continuous two day period; or
  - 19.3.2 two separate periods of one day each; or
  - 19.3.3 any separate periods to which the Employer and Employee agree.
- 19.4 An Employee will, where practicable, advise the Employer of their inability to attend for work at least three hours prior to the commencement of their shift and as far as possible the reason for their absence and the estimated period of the absence and the Employee will produce evidence that would satisfy a reasonable person that the leave is taken for one of the permitted circumstances set out in this clause.

## **20 Parental Leave**

- 20.1 Parental leave entitlements (namely maternity leave, paternity leave and adoption leave) are in accordance with the Act and apply to permanent and Eligible Casual Employees (including those who are part of an Employee Couple).

## **21 Right to request flexible working conditions**

21.1 A permanent Employee with at least 12 months continuous service or an Eligible Casual Employee, who would like to change their working arrangements because they:

- 21.1.1 are a parent, or have responsibility for the care of a child who is of school age or younger;
- 21.1.2 are a carer (within the meaning of the *Carer Recognition Act 2010* (Cth));
- 21.1.3 have a disability;
- 21.1.4 are 55 or older;
- 21.1.5 are experiencing violence from a member of the Employee's family;
- 21.1.6 provide care or support to a member of their immediate family, or a member of their household, who requires care or support because the member is experiencing violence from the member's family,

may request the Employer for a change in working arrangements relating to the circumstances referred to at 21.1.1 – 21.1.6 above.

21.2 To avoid doubt, and without limiting 21.1 above, a permanent Employee with at least 12 months continuous service or an Eligible Casual Employee who:

- 21.2.1 is a parent, or has responsibility for the care, of a child; and
- 21.2.2 is returning to work after taking leave in relation to birth or adoption of the child,

may request to work part time to assist them to care for the child.

21.3 The request must be in writing and must set out details of the change sought and the reasons for the change.

21.4 The Employer must give the permanent Employee or the Eligible Casual Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request. The Employer may refuse the request only on reasonable business grounds, including, but not limited to:

- 21.4.1 the new working arrangements requested would be too costly for the Employer;
- 21.4.2 there is no capacity to change the working arrangements of other Employees to accommodate the new working arrangements requested;
- 21.4.3 it would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested;
- 21.4.4 the new working arrangements requested by the Employee would be likely to result in significant loss in efficiency or productivity;
- 21.4.5 the new working arrangements requested would be likely to have a significant negative impact on customer service.

If the Employer refuses the request, the written response must include details of the reasons for the refusal.

## **22 Community Service Leave**

22.1 An Employee who engages in a Voluntary Emergency Management Activity is entitled to access community service leave in accordance with the Act.

## **23 Jury Service**

23.1 Employees will be allowed leave of absence during any period when required to attend for jury service.

- 23.2 Subject to clause 23.3, permanent Employees required to attend jury service during their regular rostered hours' will be entitled to be paid the difference between the jury service payment received and the Base Rate of Pay the Employee would have received for their ordinary hours, for a maximum of 10 days.
- 23.3 Employees will be required to produce to the evidence that would satisfy a reasonable person:
- 23.3.1 that the Employee has taken all necessary steps to obtain any amount of jury service pay to which the Employee is entitled;
  - 23.3.2 of the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable, to the Employee for the period.

## **PART 5 – TERMINATION, REDUNDANCY & STAND DOWN**

---

### **24 Termination**

24.1 This clause does not apply to Excluded Employees.

24.2 Subject to clause 24.5 below, the Employer will provide permanent Employees with the following periods of written notice of termination (or pay in lieu of all or part of such period) based on the permanent Employee's period of Continuous Service with the Employer:

<b>Permanent Employee's period of Continuous Service with the Employer</b>	<b>Period of notice</b>
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks'
More than 3 years but not more than 5 years	At least 3 weeks'
More than 5 years	At least 4 weeks'

24.3 In addition to the notice specified above, permanent Employees aged over 45 who have completed at least two years' Continuous Service with the Employer will be entitled to an additional week's notice from the Employer.

24.4 The Employee will provide the Employer with a period of written notice of their intention to resign in accordance with the table set out above (provided that no additional week is required to be given by a permanent Employee aged over 45 with more than two years' service). Where an Employee fails to provide notice, or provide sufficient notice, the Employer may withhold from any monies due to the Employee on termination, an amount not exceeding the amount the Employee would have been paid in respect of the period of notice required by this clause, less any period of notice actually given by the Employee.

24.5 Nothing in this Agreement will affect the right of the Employer to dismiss an Employee without notice where the Employer is reasonably satisfied that the Employee has been involved in behaviour or actions that may constitute serious misconduct. For the purposes of this clause, serious misconduct includes:

24.5.1 wilful, or deliberate, behaviour by an Employee that is inconsistent with the continuation of employment, including:

24.5.2 theft;

24.5.3 fraud (including falsifying time records);

24.5.4 assault;

24.5.5 attendance at the workplace under the effects of prohibited drugs or alcohol;

24.5.6 the Employee refusing to carry out the Employer's lawful and reasonable instruction; or

24.5.7 conduct that causes imminent, and serious, risk to:

24.5.7.1 the health, or safety, of a person; or

24.5.7.2 the reputation, viability or profitability of the Employer's business.

24.6 Upon termination of employment, the Employee will return all documents, publications, manuals, corporate uniform items and other property, which are in the Employee's possession as a consequence of that employment, as soon as reasonably practicable.

## **25 Redundancy**

25.1 Redundancy entitlements are as provided for in the Act.

## **26 Stand Down & Suspension**

26.1 The Employer may stand down an Employee without pay where the Employee cannot be usefully employed due to a strike, or breakdown of machinery, or stoppage of work for any cause where the Employer cannot reasonably be held responsible.

26.2 The Employer may suspend an Employee from the Employee's employment at any time with or without pay if the Employee commits a serious breach of the terms and conditions of this Agreement or the Employer has reasonable grounds for suspecting that such a breach has occurred, and in either case to enable the Employer time to consider what further action will be taken with respect to the Employee on account of such breach or suspected breach.

26.3 For the avoidance of doubt, an Employee's continuity of service will not be broken by a period of stand down or suspension under this clause.

## **27 Job Search Entitlement**

27.1 Where the Employer has given notice of termination to a permanent Employee, the permanent Employee will be permitted to take up to one day off without loss of pay (at a time mutually agreed by the Employer and Employee) for the purpose of seeking other employment.

27.2 Where the Employer has given notice of termination to a permanent Employee due to Redundancy, the permanent Employee will be permitted to take up to one day off without loss of pay (at a time mutually agreed by the Employer and Employee) during each week of notice, for the purpose of seeking other employment.

27.3 If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee must produce proof of attendance of an interview if requested by the Employer or the Employee will not be entitled to payment for the time absent. For the purposes of this clause, a statutory declaration will be sufficient.

**SCHEDULE A – MINIMUM RATES OF PAY – MONDAY TO FRIDAY WITH SEPARATE WEEKEND RATES**

---

**Part One - Permanent Ordinary Security Employees**

<b>Classification of Security Officer</b>	<b>Monday – Friday</b>	<b>Weekend</b>
<b>Security Officer Level 1</b>	\$21.50	\$33.65
<b>Security Officer Level 2</b>	\$22.11	\$34.61
<b>Security Officer Level 3</b>	\$22.48	\$35.20
<b>Security Officer Level 4</b>	\$22.87	\$35.80
<b>Security Officer Level 5</b>	\$23.61	\$36.96

**Part Two - Casual Ordinary Security Employees**

<b>Classification of Security Officer</b>	<b>Monday – Friday</b>	<b>Weekend</b>
<b>Security Officer Level 1</b>	\$25.98	\$38.14
<b>Security Officer Level 2</b>	\$26.72	\$39.22
<b>Security Officer Level 3</b>	\$27.17	\$39.89
<b>Security Officer Level 4</b>	\$27.64	\$40.57
<b>Security Officer Level 5</b>	\$28.53	\$41.88

**Part Three - Permanent Night Shift Security Employees**

<b>Classification of Security Officer</b>	<b>Monday – Friday</b>	<b>Weekend</b>
<b>Security Officer Level 1</b>	\$25.13	\$33.65
<b>Security Officer Level 2</b>	\$25.84	\$34.61
<b>Security Officer Level 3</b>	\$26.28	\$35.20
<b>Security Officer Level 4</b>	\$26.73	\$35.80
<b>Security Officer Level 5</b>	\$27.59	\$36.96

**Part Four - Casual Night Shift Security Employees**

<b>Classification of Security Officer</b>	<b>Monday – Friday</b>	<b>Weekend</b>
<b>Security Officer Level 1</b>	\$29.61	\$38.14
<b>Security Officer Level 2</b>	\$30.45	\$39.22
<b>Security Officer Level 3</b>	\$30.97	\$39.89
<b>Security Officer Level 4</b>	\$31.50	\$40.57
<b>Security Officer Level 5</b>	\$32.52	\$41.88

## **SCHEDULE B - CLASSIFICATIONS**

---

This Agreement will apply to all Employees employed by the Employer and classified in accordance with the classifications set out below:

### **Security Officer Level 1**

Employees at this level:

- are responsible for the quality of their own work subject to general supervision;
- work under general supervision, which may not necessarily be at the site where the officer is posted, either individually or in a team environment;
- exercise discretion within their level of skills and training; and
- assist in the provision of on-the-job training.

The indicative tasks which an employee at this level may perform are as follows:

- watch, guard or protect persons and/or premises and/or property at sites/locations where the complex use of computer technology is not required;
- basic crowd control functions including at shopping centres, major events, sporting tournaments, nightclubs, sporting venues and other entertainment venues or public areas where events, concerts or similar activities are conducted;
- be stationed at an entrance/exit, where principal duties will include the control of movement of persons, vehicles, goods/property coming out of or going into premises or property, including vehicles carrying goods of any description, to ensure that the quantity and description of such goods is in accordance with the requirements of the relevant document/gate pass;
- respond to basic fire/security alarms at their designated post;

In performing the duties referred to above the officer may be required to use electronic equipment such as hand-held scanners and simple closed circuit television systems utilising basic keyboard skills which do not require data input; and provide safety induction to employees, contractors or visitors to the site.

### **Security Officer Level 2**

Employees at this level:

- work from complex instructions and procedures under general supervision which may not necessarily be at the site where the officer is posted;
- assist in the provision of on-the-job training;
- exercise good interpersonal communications skills;
- co-ordinate work in a team environment or works individually under general supervision of a more senior security officer who may not necessarily be at the site where the officer is posted;
- are responsible for assuring the quality of their own work; and
- are required to act as first response to security incidents/matters.

The indicative tasks which an employee at this level may perform are as follows:

- secure, watch, guard, protect as directed, including response to alarm signals and attendance at and minor non-technical servicing of ATMs, provided such work is not undertaken alone and must not include cash replenishment of ATMs;
- crowd control functions including at shopping centres, major events, sporting tournaments, nightclubs, sporting venues and other entertainment venues or public areas where events, concerts or similar activities are conducted;
- patrol in a vehicle two or more separate establishments or sites, including where more than one site held by the same business is patrolled;



- monitor and respond to electronic intrusion detection or access control equipment terminating at a visual display unit and/or computerised printout (except for simple closed circuit television systems). Such work must not include complex data input into a computer;
- monitor and act upon walk-through electromagnetic detectors; and/or monitor, interpret and act upon screen images using x-ray imaging equipment;
- operate a public weigh-bridge;
- record and/or report security incidents or matters on a computer based system;
- control a dog used to assist the security officer to carry out the duties of watching, guarding or protecting persons, premises or property;
- conduct frisk searches of persons and screening using explosive trace detection including in or in connection with airport security zones.

A Security Officer Level 2 may be required to perform the duties of a Security Officer Level 1 provided that such duties are not designed to promote deskilling.

### **Security Officer Level 3**

Employees at this level:

- work from complex instructions and procedures under limited supervision;
- exercise good interpersonal and communications skills;
- exercise computer skills at a level higher than Level 2;
- assist in the provision of on-the-job training;
- exercise discretion within the scope of this classification level; and
- perform work independently under limited supervision either individually or in a team environment.

The indicative tasks which an employee at this level may perform are as follows:

- control of movement of persons, vehicles, stock and material at gatehouses and similar locations utilising, monitoring and operating computer based systems requiring data input, including manipulation of spread sheet based computer programs or other advanced monitoring system;
- monitor and operate, under supervision, building operation systems terminating at a visual display unit or computerised printout, including the monitoring of complex fire alarms, water towers/chillers, temperatures and other similar building operational system functions;
- stock and material control at computerised gatehouses and similar locations requiring data input and manipulation of computer programs e.g. Microsoft Excel and other similar computer programs;
- provide safety induction to employees, contractors or visitors to the site;
- monitor and act upon walk-through electromagnetic detectors; and/or monitor interpret and act upon screen images using x-ray imaging and/or observation equipment, including in or in connection with airport security zones.

A Security Officer Level 3 may be required to perform the duties of Security Officers at Levels 1 and 2 provided that such duties are not designed to promote deskilling

### **Security Officer Level 4**

Employees at this level:

- work individually or in a team environment under limited supervision which may not necessarily be at the site where the officer is posted;
- assist in the provision of on-the-job training;
- exercise discretion within the scope of this classification level;
- exercise computer skills at a higher level than Level 3; and

- exercise high level interpersonal and communications skills.

The indicative tasks which an employee at this level may perform are as follows:

- monitor, record, input information or reacting to signals and instruments related to electronic surveillance of any kind within a central station or at a particular location;
- keyboard operation to alter the parameters within an integrated intelligent building management and/or security system, including operating computer programs which have the ability to lock/unlock doors, program access cards, audit door access by individual as well as recording time and date of access; and
- co-ordinate, monitor or record the activities of security officers utilising a verbal or computer based communications system within a central station.

A Security Officer Level 4 may be required to perform the duties of security officers at Levels 1, 2 and 3 provided that such duties are not designed to promote deskilling.

### **Security Officer Level 5**

Employees at this level:

- work individually or in a team environment under limited supervision, which may not necessarily be at the site where the officer is posted;
- exercise high level communications/interpersonal skills;
- assist in the provision of training in conjunction with supervisors and/or trainers;
- exercise discretion within the scope of this classification level; and
- exercise computer skills at a higher level than Level 4.

The indicative tasks which an employee at this level may perform are as follows:

- keyboard operation to alter the parameters within an integrated intelligent building management and/or security system including operating computer programs which have the ability to remotely lock/unlock doors, program access cards, audit and record door access by individuals as well as recording time and date of access; and
- co-ordinate, monitor or record the activities of security officers utilising a verbal or computer based communications system with a central station at the particular site or location or location including in or in connection with an airport security zone.

A Security Officer Level 5 may be required to perform the duties of security officers at Levels 1, 2, 3 and 4 provided that such duties are not designed to promote deskilling.

**SCHEDULE C – SIGNATURES**

---

We hereby certify that we agree to the terms of the *Group 5 Security Enterprise Agreement 2014*.

**(1) EMPLOYER:**

**SIGNED FOR AND ON BEHALF OF THE EMPLOYER**

*I, the undersigned, am authorised to sign this Agreement for and on behalf of the Employer, on the basis of my position with the Employer, as indicated below:*

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name in full (printed) \_\_\_\_\_

**Position** \_\_\_\_\_

Address \_\_\_\_\_

**EMPLOYER'S WITNESS**

Witnessed By \_\_\_\_\_ Date \_\_\_\_\_

Witness Name in full (printed) \_\_\_\_\_

Address \_\_\_\_\_

**(2) EMPLOYEE REPRESENTATIVE:**

**SIGNED FOR AND ON BEHALF OF THE EMPLOYEE/S**

*I, the undersigned, state that I am an Employee of the Employer and am proposed to be covered by this Agreement.*

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name in full (printed) \_\_\_\_\_

Address \_\_\_\_\_

**EMPLOYEE REPRESENTATIVE'S WITNESS**

Witnessed By \_\_\_\_\_ Date \_\_\_\_\_

Witness Name in full (printed) \_\_\_\_\_

Address \_\_\_\_\_

**SCHEDULE C – SIGNATURES**

We hereby certify that we agree to the terms of the *Group 5 Security Enterprise Agreement 2014*.

**(1) EMPLOYER:**

**SIGNED FOR AND ON BEHALF OF THE EMPLOYER**

*I, the undersigned, am authorised to sign this Agreement for and on behalf of the Employer, on the basis of my position with the Employer, as indicated below:*

Signed [Signature] Date 17/01/2015  
Name in full (printed) JAWAD BARIAR HOSSAIN  
Position Business Development Manager  
Address 9 - Annabella St Bungaribee 2767

**EMPLOYER'S WITNESS**

Witnessed By [Signature] Date 18/1/15  
Witness Name in full (printed) Muhammad Abdulvora  
Address 231 Cooper Rd. Yagoona

**(2) EMPLOYEE REPRESENTATIVE:**

**SIGNED FOR AND ON BEHALF OF THE EMPLOYEE/S**

*I, the undersigned, state that I am an Employee of the Employer and am proposed to be covered by this Agreement.*

Signed [Signature] Date 18-01-15  
Name in full (printed) Syed Adi Ammar Yaxir  
Address 98 Edizabeth St Branville.

**EMPLOYEE REPRESENTATIVE'S WITNESS**

Witnessed By [Signature] Date 18-1-15  
Witness Name in full (printed) LUTFALA GITTANY  
Address 14 Otta St. Merrylands west.