

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/269

**TITLE: Chubb Security Services Pty Ltd Lane Cove Processing
Centre 2005-2008 Enterprise Agreement**

I.R.C. NO: IRC6/1691

DATE APPROVED/COMMENCEMENT: 24 March 2006 / 20 December 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 28 July 2006

DATE TERMINATED:

NUMBER OF PAGES: 16

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Chubb Security Services Pty Ltd., Lane Cove Cash Processing Centre, located at 702 Mowbray Road, Lane Cove NSW 2066, who are engaged in the classifications specified in Clause 3 of this agreement, who fall within the coverage of the Clerical and Administrative Employees (State) Award and the Chubb Security Services Cash Processing and Clerical and Administrative Employees Award.

PARTIES: Chubb Security Services Limited -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union

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1) GENERAL

This Collective Agreement (The Agreement) is underpinned by the Clerical and Administrative Employees (State) Award (The Award). Where The Agreement is silent the provisions of The Award will apply.

The Agreement shall apply to all persons employed in the classifications specified in clause 3, Classification Structure and Wages, of The Agreement when employed by Chubb Security Services, ABN 8100 4247538 in the Lane Cove Cash Processing Centre.

The Agreement shall take effect from the first full pay period after 20 December 2005 and shall remain in force for a period three (3) years.

The parties may mutually agree to roll over The Agreement for a further one (1) year term. In such circumstances the parties will determine the quantum of any wage increase to apply to that term.

The following clauses detail specific issues where The Agreement differs from the provisions of The Award or highlight issues where The Agreement invokes a change from the previous practice.

2) DEFINITIONS

- a) "The Agreement" shall mean the agreement detailed in this document.
- b) "The Award" shall mean the Clerical and Administrative (State) Award which underpins The Agreement.
- c) "Employer" for the purposes of The Agreement shall mean Chubb Security Services ABN 8100 4247538 for activities in or in connection with payroll preparation, cash handling and processing, and clerical and administrative functions in the Lane Cove Cash Processing Centre.
- d) "Employee" for the purposes of The Agreement shall mean those persons employed in the operation of the employer in the Lane Cove Cash Processing Centre.
- e) "Union" shall mean the NSW Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union.
- f) "Full-time employee" shall mean an employee permanently engaged on a 38 hour weekly basis.
- g) "Part-time employee" shall mean an employee who is contracted to work regular days and regular hours, either of which are less than the number of days and hours worked by full-time employees, but such contract days shall not be less than two (2) per week and such contract hours shall not be less than 12 per week.

- h) "Casual employee" shall mean an employee engaged and paid as such.
- i) "Shift worker" means an employee whose ordinary hours of work are in accordance with the shifts defined in Clause 5.
- j) "Afternoon shift" means any shift rostered to finish after 6.00 p.m. and at or before 11.30 p.m. Clerical employees may be required to work the same hours.
- k) "Night shift" means any shift rostered to start at or after 11.30 p.m. and at or before 5.00 a.m. or rostered to finish subsequent to 11.30 p.m. and at or before 6.00 a.m.

3) CLASSIFICATION STRUCTURE AND WAGES

- a) The Classification Structure shall be a competency based system as follows:
 - i) New employees shall be engaged on a probationary basis whereby they shall have a period of three (3) months to demonstrate competency as defined in Schedule 1, Classification Structure. Should the employee be unable to demonstrate competency within that period, the probationary period may be extended for a further three (3) month period at the discretion of management. Whilst under probation an employee will be paid at the Grade 1 rate as prescribed in Schedule 2, Wages and Allowances.
 - ii) An employee who has satisfactorily completed probation shall be graded as Grade 2 and paid at the Grade 2 rate as prescribed in Schedule 2, Wages and Allowances.
 - iii) An employee who has demonstrated competency for Grade 3, as defined in Schedule 1, Classification Structure, shall be paid at the Grade 3 rate as prescribed in Schedule 2, Wages and Allowances, if so appointed.
 - iv) An employee who has demonstrated competency for Grade 4 as defined in Schedule 1, Classification Structure shall only be paid at the Grade 4 rate as prescribed in Schedule 2, Wages and Allowances, if so appointed.
- b) Competency Testing
 - i) Employees may request to be assessed for competency in any function for which they hold competency in all prerequisites. Such assessment shall be undertaken at a mutually agreed time within 14 days of the request.
 - ii) In the event that an employee fails to achieve competency then the employee shall be entitled to a full explanation as to the basis of the assessment outcome.
 - iii) An employee who fails to achieve competency at an assessment shall not be eligible for re-assessment for a period of not less than three (3) months.

- iv) Employees may accumulate competency in functions over time to achieve eligibility for a change in classification.
 - v) An employee who holds any issue with the conduct or outcome of a competency assessment shall refer to the grievance procedure as outlined in The Award.
- c) Wages shall be paid in accordance to the applicable rates prescribed in Schedule 2, Wages and Allowances.
 - d) The Classification structure shall not be regressive. Employees who fail to perform at their assessed level of competency shall be subject to performance management and disciplinary procedures.
 - e) The number of employees at each grading level shall be determined by Chubb management based on the business requirements.

4) LEAVE RESERVE

- a) The Classification structure defined in schedule (1) has not been finalised and is indicative of the intended structure. Management and the employee representatives will work together to finalise the structure within 12 months of the commencement of this agreement. The parties have agreed that there will be no wholesale changes to the current grading of the employees. The Classification Structure may be changed throughout the life of The Agreement only through consultation and mutual agreement by the parties to The Agreement.

5) HOURS

a) Full-time employees

- i) The ordinary hours of work, exclusive of meal hours, shall not exceed an average of 38 hours per week and shall be worked in one of the following ways:
 - (i) 19 days over a 4-week cycle; or
 - (ii) On 10 days over a 2-week cycle; or
 - (iii) On 5 days in any week
- ii) Any dispute as to whether the ordinary hours of work can in any case or cases be worked in some other way without detriment, loss or reduction as aforesaid shall be determined by the Industrial Commission of New South Wales or the Clerks (State) Industrial Committee upon application made by or on behalf of the employee. Upon such an application, proof of such detriment, loss or reduction as aforesaid shall be upon the employer. It is a condition of the allowing of a 19-day/4-week cycle, a 10-day/2-week cycle or a 5-day week that, if required, employees shall comply with the reasonable and lawful orders of the employer as to working overtime including the working of overtime on Saturday.
- iii) Except as provided in Clause 5, Shift Work, ordinary hours of work shall be worked between the hours of 6.00 a.m. and 6.00 p.m., Monday to Friday inclusive.

- iv) Rostered days off, which occur as a result of employees working in accordance with the provisions of this sub-clause, may accumulate to a maximum of five (5) days. These accumulated days shall be taken in accordance with the provisions of Clause 9, Rostered Days Off.

b) Part-time Employees

- i) The ordinary hours of work for a part time employee shall not be less than 12 hours per week worked on not less than two (2) days per week. The ordinary hours of work shall not exceed 8 hours per day. The spread of ordinary hours of work, exclusive of meal times, shall be the same as those prescribed for full-time employees
- ii) The hours of work shall be fixed and notified not less than seven (7) days in advance in a displayed roster to enable flexibility in the starting and finishing times.

c) Casual Employees

The spread of ordinary hours of work shall be the same as those worked by full-time employees. The ordinary hours of work shall not exceed eight (8) hours per day.

6) SHIFTWORK

a) Full-Time and Part-Time Employees

All employees covered by The Agreement may be required to perform shiftwork in order to carry out the duties of and associated with a service including payroll preparation, cash handling, administration and/or transportation provided that:

- i) Existing employees engaged as at 16th December 1988 shall have the option of rejecting any offer to work shiftwork.
- ii) All employees engaged after 16th December 1988 shall perform shiftwork where so required by the employer.

b) Hours

The ordinary hours of work for shift workers shall:

- i) not exceed an average of 38 hours per week;
- ii) or eight (8) hours during any consecutive twenty four hour period.

The starting time when once fixed in accordance with this subclause shall not be altered without seven day's notice being given by the employer to the employees. However, in an emergency, an employer and an employee may agree to change such employee's commencing and ceasing times with less than seven days' notice; provided that the employee shall be entitled to have the union delegate present when such matters are discussed.

c) Shift Allowances

A shift worker employed on shift shall, for work done during the ordinary hours of any such shift, be paid ordinary rates prescribed by Clause 3, Classification Structure and Wages, plus the following additional percentage of the graded rate of pay applicable as prescribed in Schedule 2, Wages.

Afternoon shift	-	at the rate of 17 per cent.
Night shift	-	at the rate of 20 per cent.

Notwithstanding the shift allowance rates detailed above, existing cashroom and administration employees of Chubb Security Services Pty Ltd as at the date of registration of this agreement will:

- i) Be entitled to a night shift allowance of 26% of the graded rate of pay when working on a night shift.
- ii) Be offered first preference for positions on any night shift established in their current place of employment.

Allowances in accordance with this clause shall be calculated in multiples of 10 cents, amounts of less than 5 cents being taken to the lower multiple and amounts of 5 cents or more being taken to the higher multiple.

d) Special Allowances

A shift worker whose ordinary working period includes a Saturday, Sunday or holiday as an ordinary working day shall be paid:

Saturday	-	time and three-quarters.
Sunday	-	double time.
Holidays	-	double time and one-half.

These special allowances shall only apply to shifts commencing on the calendar day to which the allowance pertains.

e) Part-Time and Casual Shift Workers

Where they are rostered to work on a shift, Part-Time and Casual shift workers shall receive the allowance prescribed in sub-clause (c) of this clause.

7) WORK ON A UN-ROSTERED DAY (PART-TIME EMPLOYEES)

- a) Part-time employees who accept an offer to work on a day outside of their published roster shall be paid at the ordinary rate plus the appropriate shift allowance for all work up to seven hours and thirty six minutes (7.6) hours. All leave entitlements will accrue on a pro-rate basis according to the additional ordinary hours worked.
- b) If work continues beyond seven hours and thirty six minutes (7.6) hours then the employee shall be paid at time and one-half for the first two hours and then double time thereafter.

- c) Part-Time employees who are engaged to work on a un-rostered day shall be paid a minimum of four (4) hours at ordinary rate plus the appropriate shift allowance.

8) OVERTIME AND MEAL ALLOWANCE

a) Full-Time Employees

- i) All time worked outside the ordinary hours of work prescribed by Clause 4, Hours and Clause 5, Shiftwork, of this Agreement, shall be overtime and shall be paid for at the rate of time and one-half for the first two hours and double time thereafter.
- ii) Overtime shall be computed in six (6) minute increments.
- iii) In computing overtime each day shall stand alone.
- iv) Full-Time employees on day shift who have completed not less than 7 hours and 36 minutes work by 6.00 p.m. and who are required to continue working after 6.00 p.m. shall be paid meal money at the rate prescribed in Schedule 2, Wages and Allowances.
- v) If overtime continues beyond 10.00 p.m. further meal money shall be paid at the rate prescribed in Schedule 2, Wages and Allowances.

b) Part-Time Employees

- i) Overtime at the rate of time and one-half of the ordinary rate for the first two hours, and double time thereafter shall be paid for all time worked on any day in excess of seven hours and thirty six minutes (7.6) hours.
- ii) Overtime shall be computed in six (6) minute increments.
- iii) In computing overtime each day shall stand alone.

c) Casual Employees

- i) Overtime at the rate of time and one-half of the ordinary rate for the first two hours, and double time thereafter shall be paid for all time worked on any day in excess of eight (8) hours.
- ii) Overtime shall be computed in six (6) minute increments.
- iii) In computing overtime each day shall stand alone.

d) Meal Allowances

- i) Employees on day shift who have completed not less than 7 hours and 36 minutes work by 6.00 p.m. and who are required to continue working after 6.00 p.m. shall be paid meal money at the rate prescribed in Schedule 2, Wages and Allowances.
- ii) If overtime continues beyond 10.00 p.m. further meal money shall be paid at the rate prescribed in Schedule 2, Wages and Allowances

e) Ten Hour Break

When overtime is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days. An employee other than a casual who works so much overtime between the termination of ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least ten consecutive hours off duty between those times shall subject to this sub-clause, be released after completion of such overtime until they have had ten consecutive hours off duty without loss of pay, for ordinary working time occurring during such absence. If on the instruction of the employer such an employee resumes or continues work without having had such ten consecutive hours off duty they shall be paid at double rates until they are released from duty for such period and they then shall be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

9) MEAL BREAKS

a) Full-Time Employees

Employees whose ordinary working hours fall between 6.00 a.m. to 6.00 p.m. shall be allowed a meal break of not less than thirty minutes nor more than one hour between the hours of 11.00 a.m. and 2.00 p.m., provided that no employee shall be required to work more than five (5) hours without a meal break.

b) Part-Time and Casual Employees

Employees shall be entitled to a meal break of not less than thirty minutes or more than one hour. Such meal break shall be taken not before the completion of three (3) hours or after the completion of five (5) hours of work. In the event of this break not being given, the employee concerned shall be paid for 30 minutes "crib" time, in addition to the hours of work performed.

c) Shift workers

A shift worker shall be allowed 20 minutes for a meal break during each shift before the expiration of five (5) hours. Such meal break shall be counted as time worked.

d) Meal Break Scheduling

Meal breaks or crib times may, at the discretion of the employer, be staggered between the third and fifth hour of work to permit continuity of operation.

10) ROSTERED DAYS OFF

Rostered Days Off (RDOs) entitlements of full-time employees shall be managed in accordance with the process prescribed in Schedule 3.

11) PAYMENT OF WAGES AND ALLOWANCES

Payment of wages and any special allowances including shift, meal moneys, public holiday and overtime allowances shall be made by electronic transfer into the employee's nominated bank account on a weekly basis.

12) UNION MEETINGS

- a) Employees will be entitled to four(4) one (1) hour paid meetings per annum at a time agreed to by management. A minimum of one weeks notice of the intended meeting date must be given to management.

SCHEDULE 1: CLASSIFICATION AND STRUCTURE

Grade	Functions
<p>Grade 1 (Probation) To satisfactorily complete probation the employee must demonstrate an appropriate work ethic and be able to demonstrate proficiency in the following functions within three months of commencement.</p>	<p>Cash preparation Counting Level 1 Packing Level 1 (2 of BCH, ATM, CFC)</p>
<p>Grade 2 A Grade 2 employee is one who has satisfactorily completed probation and is can demonstrate proficiency on the skills listed. Prerequisite: all skills required to complete probation</p>	<p>Maestro Prep De-coin Packing Level 2 (BCH, ATM, & CFC) ATM Checker Transfer Delivery Packing HSP operator ATM prep ATM Balance ATM Unpack Front End Control (from point of view of the tasks involved) Note Vault Unpacking Rejects Data Entry Mutes (ex maestro)</p>
<p>Grade 3 A Grade 3 employee is a Grade 2 employee who can demonstrate proficiency in the skills listed. Prerequisite: All skills required to satisfy Grade 2.</p>	<p>Acquittal CFC Teller Pool Teller Differences & Aggregation ATM Payout (including ATM Cassette checking) Run Preparation Vault Custodian</p>
<p>Level 4 A Grade 4 employee is a Grade 3 employee who can demonstrate proficiency in the skills listed. Prerequisite: All skills required to satisfy Grade 3.</p>	<p>Leading Hand – responsibility for organising an area to meet set shift performance standards.</p>

SCHEDULE 2: WAGES AND ALLOWANCES

1) Wages

Effective from the first pay period after the 20th December 2005 the following rates of pay will apply:

	Permanent Weekly Rate 2004	Permanent 20th December 2005	Permanent 20th December 2006	Permanent 20th December 2007
Grade 1	579.12	602.28	626.38	651.43
Grade 2	603.06	627.18	652.27	678.36
Grade 3	634.98	660.38	686.79	714.27
Grade 4	663.50	690.04	717.64	746.35

	Permanent Hourly Rate 2004	Permanent Hourly Rate 20th December 2005	Permanent Hourly Rate 20th December 2006	Permanent Hourly Rate 20th December 2007
Grade 1	15.24	15.85	16.48	17.14
Grade 2	15.87	16.50	17.16	17.85
Grade 3	16.71	17.38	18.07	18.80
Grade 4	17.46	18.16	18.89	19.64

	Casual Hourly Rate 2004	Casual Hourly Rate 20th December 2005	Casual Hourly Rate 20th December 2006	Casual Hourly Rate 20th December 2007
Grade 1	17.74	18.45	19.19	19.96
Grade 2	18.36	19.09	19.86	20.65
Grade 3	19.55	20.33	21.15	21.99
Grade 4	n/a	n/a	n/a	n/a

Note:

- 1) Classifications as defined in Schedule 1, Classification Structure
- 2) Permanent Rate applies to Full-time and Part-Time Employees
- 3) Casual Employees shall be paid a further 1/12 of the prescribed rate in lieu of annual leave entitlement.

2) ALLOWANCES

- 1) Meal Allowance shall be paid at the rate applicable under the Award and shall be adjusted annually on the first full pay period after the 20th December.
- 2) Travel Allowance shall be paid at the rate applicable under the Award and shall be adjusted annually on the first full pay period after the 20th December.

SCHEDULE 3:

ROSTERED DAY OFF MANAGEMENT

- 1) Rostered Days Off (RDOs) shall be earned by full-time staff working a 40 hours per week cycle at the commencement of this agreement. Employees becoming full-time employees after the commencement of this agreement will not be entitled to be eligible for RDO's.
- 2) Employees shall be able to accumulate RDOs up to a maximum of five (5) days.
- 3) Employees are required to nominate at the commencement of each new calendar year, their intention to earn RDO's.
- 4) Management (the Cashroom Supervisor) shall establish a tentative schedule on which employees shall be rostered to take their RDO entitlement.
- 5) Employees shall be able to request a change to their RDO by notifying the Cashroom Supervisor at least two (2) weeks in advance. Such requests will be considered in regard to business requirements and previously approved leave of other staff.
- 6) Employees shall be required to notify the Cashroom Supervisor at least two (2) weeks in advance of any intent to work on the schedule date of their RDO and to accumulate the entitlement.
- 7) Employees wishing to take RDO entitlement in blocks of two or more days shall provide the Cashroom Supervisor at least one month's notice. Such requests will be considered in regard to business requirements and previously approved leave of other staff.

SCHEDULE 4: **PROCEDURE**

DISPUTES AVOIDANCE AND GRIEVANCE

1. Context

The parties agree to facilitate the resolution of issues of concern at the workplace to ensure harmonious employee relations and continuous service provision to Chubb Security Services Customers.

The Parties agree that issues of concern should be managed and resolved at the lowest appropriate level and will ensure during this process that continuity of services to customers is not threatened or withdrawn.

2. Procedures relating to grievance or disputes

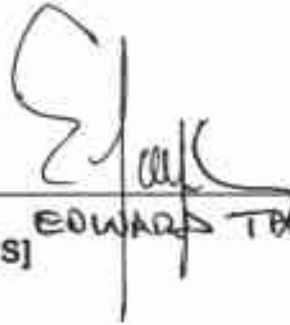
- a. An employee who is experiencing a work related problem and so desires, should, in the first instance, refer the grievance or issue to the relevant line manager within fourteen (14) days so as to ensure and avoid aggregation of issues.
- b. A period of five(5) days (excluding weekends and public holidays) is to be considered a "reasonable time limit" for matters which require discussion at the supervisory or line management level, and a response is generally required within that time.
- c. If the dispute or grievance is not resolved at the line level, it may be referred to the relevant Chubb Security Services business Manager or Operations Manager with the appropriate Union representative and Employee Relations Consultant for discussion.
- d. Should the dispute or grievance remain unresolved, the matter may be referred in writing or to conference and discussion with the relevant business manager, General Secretary (or nominee) of the Union and a Senior Employee Relations representative.
- e. Following this notification, a minimum period of five(5) days or as amended by the parties in the circumstances (excluding weekends or public holidays) is to be observed to enable the parties to attempt to resolve the grievance or dispute. This may include the use of mediation.
- f. Subject to the above steps being complied with the Parties may seek the assistance of a member of the appropriate industrial tribunal for the purpose of endeavouring to conciliate or arbitrate on the matter, at no stage earlier than step (f) of this clause.
- g. During the progress of all steps indicated above, except where there is bona fide safety issues involved, work shall continue as normal and there will be no threatened or actual industrial action, ban or limitation by individual employees or the Union that prejudices service delivery to customers.
- h. Employees may be represented by their Union or in a workplace representative following compliance with steps (i) and (ii) above.

SIGNATORIES

SIGNED IN AGREEMENT FOR AND ON BEHALF OF THE UNITED SERVICES UNION OF AUSTRALIA



MICHAEL WANT
EXECUTIVE PRESIDENT



NAME: EDWARD TEMPLIN
[WITNESS]

DATED:

SIGNED IN AGREEMENT FOR AND ON BEHALF OF CHUBB SECURITY SERVICES LIMITED



MAURICE CARR
EXECUTIVE DIRECTOR



NAME:
(WITNESS)

DATED: 7/3/06