



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Corsec Services Pty Ltd
(AG2012/9529)

CORSEC SERVICES ENTERPRISE AGREEMENT 2012

Security services

COMMISSIONER BISSETT

MELBOURNE, 11 JULY 2012

Application for approval of the Corsec Services Enterprise Agreement 2012.

[1] An application has been made for approval of an enterprise agreement known as the *Corsec Services Enterprise Agreement 2012* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] The Agreement is approved. In accordance with s.54(1) it will operate from 18 July 2012. The nominal expiry date of the Agreement is 11 July 2016.



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Enterprise Agreement

2012

Corsec Services Enterprise Agreement 2012

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1 Enterprise agreement

- (a) This is an enterprise agreement as provided by the Act.
 - (b) This Agreement is made between **Corsec Services Pty Ltd** ACN 134 691 946 of Level 1, 6 South Road, Braybrook, Victoria (**Employer**) and the Employees.
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2 Definitions and interpretation

2.1 Definitions

In this Agreement:

Act means the *Fair Work Act 2009* (Cth), as amended from time to time.

Agreement means this enterprise agreement, known as the Corsec Services Enterprise Agreement 2012, and any amendments to it.

Broken Shift means where an Employee is rostered to work their ordinary hours in up to two periods of duty per day with a minimum of three hours for each period of duty.

Commencement Date means the date this Agreement commences operation in accordance with clause 3(a).

Employees means the employees employed by the Employer who fall within the classifications set out in clause 12.

Employer means Corsec Services Pty Ltd ACN 1364 691 946.

Fixed Term Employee is a Permanent Employee engaged by the Employer for a specific period or specific task such that their employment will end at the completion of the specific period or specific task (as applicable) unless terminated earlier in accordance with clause 24.

FWA means Fair Work Australia.

Hourly Rate means the rate of pay payable to an Employee for the Employee's ordinary hours of work, as set out in clauses 10.1 and 10.2 (as applicable).

IFA means an individual flexibility arrangement made in accordance with clause 27.

Immediate Family means:

- (a) the spouse (including a former spouse), de facto partner (including a former de facto partner), child (including adopted, step, ex-nuptial and adult), parent, grandparent, grandchild or sibling of an Employee or of an Employee's spouse; or
- (b) the child, parent, grandparent, grandchild or sibling of the spouse or de facto partner of an Employee.

Industrial Instrument includes but is not limited to enterprise awards, transitional instruments as defined in the Transitional Act, modern awards and enterprise agreements as defined by the Act that may apply to the Employees.

Jury Service Pay means an amount paid in relation to jury service under a law of the Commonwealth, a State or Territory, other than an amount that is, or is in the nature of, an expense related allowance.

NES means the National Employment Standards as set out in the Act.

New Employee is an Employee who has not immediately preceding the Commencement Date been employed by the Employer under any other terms and conditions of employment.

Permanent Employees means Employees who are employed by the Employer on a full time or part time basis (including Fixed Term Employees) in accordance with clause 5.

Public Holiday has the meaning given to it by the Act.

Redundancy occurs where the Employer decides that it no longer requires the job an Employee has been doing to be done by anyone (except where this is due to the ordinary and customary turnover of labour) and that decision leads to the termination of the Employee's employment (**Redundant** has a corresponding meaning).

Roster Cycle means the roster cycle over which the Employer organises the hours of work of the Employees, which will be over one of the following periods (determined at the Employer's discretion):

- (a) Two weeks.

- (b) Three weeks.
- (c) Four weeks.
- (d) Eight weeks.

Security Guards means those Employees employed in the classifications in clause 12 of either a Security Guard - Level 1 or Security Guard – Level 2.

Severance Pay means the severance pay as set out in clause 25.2.

Standard Rate for the purposes of clause 13 means the minimum Week's Pay for a full time Security Guard - Level 2.

Transitional Act means the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth).

Week's Pay means what the Employee would expect to receive for working their ordinary hours per week, excluding:

- (a) Overtime rates;
- (b) allowances;
- (c) out of hours penalty rates; and
- (d) any other ancillary payments of a like nature.

2.2 Interpretation

In this Agreement, headings are inserted for convenience only and do not affect the interpretation of this Agreement, and unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include the other genders;
- (c) if words or phrases are defined, their other grammatical forms have a corresponding meaning.

3 Duration of this Agreement

- (a) This Agreement will commence operating seven days after it is approved by FWA.
 - (b) The nominal expiry date of this Agreement is four years after the day on which FWA approves it.
 - (c) This Agreement will continue to operate from the Commencement Date until it is either terminated or replaced in accordance with the Act.
-

4 Interaction between Agreement and Industrial Instruments

- (a) The Employer and the Employees acknowledge that, in accordance with the Act, this Agreement operates to the exclusion of and overrides any Industrial Instrument that would otherwise apply to the Employees for the life of this Agreement.
 - (b) Industrial Instruments are excluded for the purposes of certainty and simplicity so that the Agreement is clearly understood and controlled by the wishes of the Employees and the Employer whilst working within set guidelines provided by the Act.
 - (c) The Employer and the Employees have negotiated this Agreement, and the Employees agree that the benefits and entitlements set out in this Agreement adequately compensate them for the exclusion of any Industrial Instruments that would otherwise apply to their employment.
-

5 Types of employment and hours of work

5.1 General

- (a) Employees will be employed either as Permanent Employees or casual Employees and will be advised on the commencement of their employment as to the capacity in which they are employed.
- (b) Employees will be employed in classifications as defined in clause 12.

5.2 Full time Employee

- (a) Employees who are employed in a full time capacity will be required to work 38 ordinary hours per week or an average of 38 ordinary hours per week per Roster Cycle.
- (b) Full time Employees will be employed for a minimum of 7.6 and a maximum of 12 ordinary hours per shift.
- (c) Full time Employees may be required to work reasonable additional hours to their ordinary hours as set out in clauses 5.2(a) and 5.2(b), from time to time (**Overtime**).
- (d) All ordinary hours will be paid in accordance with clause 10. All Overtime worked by Employees will be paid in accordance with clause 11.

5.3 Part time Employee

- (a) A part time Employee is an Employee who:
 - (i) works fewer than 38 ordinary hours per week or an average of fewer than 38 ordinary hours per week over the Roster Cycle;
 - (ii) has reasonably predictable hours of work; and
 - (iii) receives, on a pro rata basis, equivalent pay and conditions to those full time Employees who do the same kind of work.
- (b) Upon commencement of a part-time Employee's employment, the Employer will inform the part-time Employee of the nature of their employment, the hours per week the Employee will be required to work and, if practicable, the days upon which the Employee will be required to work (**part time work arrangement**).
- (c) The terms of any part-time work arrangement may be varied by the Employer in accordance with the Employer's operational requirements.
- (d) Part time Employees will be rostered for a minimum of four ordinary hours per shift or one fifth of the Employee's agreed ordinary hours for a given week, and will work a maximum of 12 ordinary hours per shift.

- (e) Part-time Employees may be required to work reasonable additional hours to their ordinary hours as agreed under clause 5.3(b) or varied under clauses 5.3(c) or rostered under clause 5.4(d) from time to time (**Overtime**).
- (f) All Overtime worked by part time Employees will be paid in accordance with clause 11.

5.4 Casual Employee

- (a) Casual Employees will be employed on an hourly basis as required by the Employer and depending upon the operational requirements of the Employer.
- (b) Casual Employees are not guaranteed hours of work or ongoing employment and will be advised of their rostered hours by the Employer.
- (c) Casual Employees will be paid for each hour worked at the applicable Hourly Rate inclusive of a casual loading for the classification in which they are employed, as set out in clause 10.2.
- (d) Notwithstanding clauses 5.4(a) and 5.4(b) casual Employees will be rostered for a minimum of four ordinary hours and a maximum of 12 ordinary hours per shift.
- (e) All hours worked by a casual Employee in excess of the casual Employee's rostered ordinary hours for a shift will be paid in accordance with clause 11.
- (f) Casual Employees will not be entitled to the following entitlements set out in this Agreement:
 - (i) Annual leave.
 - (ii) Paid personal leave.
 - (iii) Paid compassionate leave.
 - (iv) Parental leave (unless they are otherwise entitled to parental leave under the Act).
 - (v) Payment for Public Holidays taken by the Employee.

- (vi) Notice on termination of employment (on the basis that the Employee or the Employer may terminate the Employee's employment at any time by the giving of one day's notice).
- (vii) Paid jury service leave.
- (viii) Probationary period.
- (ix) Time off in lieu.
- (x) Flexible working arrangements (except as provided by the Act).
- (xi) Redundancy.

5.5 Rostering arrangements

- (a) The Employer may implement different variations of the Roster Cycle upon providing notice to the Employees.
- (b) The Employer will notify the Employees of their rostered ordinary hours of work prior to the commencement of a Roster Cycle in accordance with its processes and systems as in place from time to time.

5.6 Pre-arranged shift swaps

- (a) Employees may organise shift swaps between themselves provided any swapping of shifts is approved in advance by the Employer.
- (b) No Overtime or other penalties will be payable by the Employer to an Employee if such Overtime or penalties would not have been payable if the shift swaps had not occurred.

6 Location of employment

- (a) The Employees will be required to perform their duties at a location or specific locations communicated to the Employees upon the commencement of their employment or as reasonably directed by the Employer from time to time.

- (b) In the event that an Employee is reasonably required to perform their duties at locations other than that referred to in clause 6(a), this Agreement will continue to apply to the Employee's employment.
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7 Probationary period

- (a) New Employees employed on a permanent basis will be required to serve a probationary period of six months from the commencement of their employment with the Employer or from the commencement of their positions as permanent Employees. This period will be extended by any leave taken (paid or unpaid), or any absence from work, for any reason during the period.
 - (b) During the probationary period, an Employee's employment may be terminated by either the Employer or the Employee giving one week's notice, or in the case of the Employer giving notice, payment in lieu of notice.
 - (c) If an Employee satisfactorily completes the probationary period, their employment will be confirmed at the end of the probationary period.
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8 Pre-existing injury disclosure

- (a) Each New Employee must disclose to the Employer any pre-existing injury or disease which may affect the Employee's ability to carry out the duties of the position in which they are employed, or which may be exacerbated by the nature of the work that the Employee will be performing.
- (b) An Employee who fails to disclose, or makes a false or misleading disclosure with regard to any pre-existing injury or disease from which they suffer or have suffered that could be affected by the nature of their employment with the Employer, may not be entitled to compensation under applicable workers' compensation legislation. This will include any compensation in relation to any recurrence, aggravation, acceleration, exacerbation or deterioration of the pre-existing injury or disease arising out of, or in the course of, or due to the nature of the Employee's employment with the Employer.

9 Training

- (a) The Employer acknowledges the importance of providing its Employees with the necessary skills and training so that they can play a key role in providing excellent service to the clients of the Employer. If such training is required, the Employee will be paid at their usual Hourly Rate.
- (b) Employees will be reimbursed for any reasonable and pre-approved travel costs they incur as a result of attending a training session.
- (c) The Employer will endeavour to provide Employees with reasonable notice that they are required to attend a training session.

10 Remuneration

10.1 Permanent Employees

Permanent Employees will be remunerated at the applicable Hourly Rate in accordance with this clause for all ordinary hours of work.

At the commencement of the Agreement, the Hourly Rate for Permanent Employees working from Monday to Sunday will be as follows:

Classification	Hourly Rate
Security Guard – Level 1	\$22.32
Security Guard – Level 2	\$22.71
Team Leader	\$23.07
Supervisor	\$23.89

10.2 Casual Employees

Casual Employees will be remunerated at the applicable Hourly Rate in accordance with this clause for all ordinary hours of work.

At the commencement of the Agreement, the Hourly Rate for casual Employees working from Monday to Sunday will be as follows:

Classification	Hourly Rate
Security Guard – Level 1	\$25.76
Security Guard – Level 2	\$26.53
Team Leader	\$26.83
Supervisor	\$27.55

10.3 Public Holiday rates

Where an Employee is required to work on a Public Holiday in accordance with clause 23, at the commencement of this Agreement, the Employee will be paid an hourly rate as follows:

Classification	Permanent Employees	Casual Employees
Security Guard – Level 1	\$28.89	\$32.33
Security Guard – Level 2	\$29.34	\$32.88
Team Leader	\$29.88	\$33.44
Supervisor	\$30.89	\$34.56

10.4 Employer's discretion

The Employer may, in its discretion, pay Employees in excess of the Hourly Rate outlined in this Agreement.

10.5 Wage increases

The Employer will pay the Employees the following wage increases calculated on their Hourly Rate:

- (a) A first increase of 2.5% effective from the first pay period commencing on or after the first annual anniversary of the Commencement Date;
- (b) A second increase of 2.5% effective from the first pay period commencing on or after the second annual anniversary of the Commencement Date;
- (c) A third increase of 2.5% effective from the first pay period commencing on or after the third annual anniversary of the Commencement Date.

10.6 Employer's guarantee

- (a) The Employer guarantees that each Permanent Employee will be paid no less than the applicable statutory minimum for each hour of work.
- (b) The Employer guarantees that casual Employees will be paid no less than the applicable statutory minimum rate of pay and applicable statutory minimum casual loading for each hour of work.

10.7 Remuneration payments

- (a) Remuneration payments will be paid on a weekly basis into the Employees' nominated bank accounts.
- (b) The Employer reserves the right to vary the frequency of remuneration payments to Employees upon providing one week's notice of the change.

10.8 Superannuation

- (a) The Employer will make superannuation contributions equal to the minimum statutory requirements on behalf of each Employee into a compliant superannuation fund nominated by the Employee.
- (b) If an Employee fails to nominate a compliant superannuation fund in accordance with clause 10.8(a), the Employer will contribute superannuation into the Employer's default superannuation fund, Spectrum Super, or such other default fund nominated by the Employer from time to time.

11 Overtime

11.1 Overtime rates

Overtime will be paid at the following rates for all Employees:

Classification	Overtime Monday to Saturday - First two hours of work	Overtime Monday to Saturday - After two hours of work & Sunday Overtime
Security Guard – Level 1	\$27.09	\$36.13
Security Guard – Level 2	\$27.55	\$36.74
Team Leader	\$28.01	\$37.36
Supervisor	\$28.97	\$38.62

11.2 Voluntary Overtime

- (a) Notwithstanding clause 11.1, an Employee may elect to perform work on a voluntary basis outside of the Employee's ordinary hours (**Voluntary Overtime**).
- (b) Voluntary Overtime will be paid at the following rates for all Employees:

Classification	Overtime Monday to Saturday - First two hours of work	Overtime Monday to Saturday - After two hours of work & Sunday Overtime
Security Guard – Level 1	\$26.83	\$35.77
Security Guard – Level 2	\$27.28	\$36.38
Team Leader	\$27.74	\$36.99

Supervisor	\$28.68	\$38.25
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- (c) An Employee must notify the Employer of the Employee's desire to perform Voluntary Overtime. Once notified, the Employer will place the name of the Employee on a Voluntary Overtime register.
- (d) The Employer will determine the availability, allocation and direction of Voluntary Overtime at its absolute discretion having regard to the Voluntary Overtime register.
- (e) Notwithstanding clause 11.2(d), an Employee's allocation of Voluntary Overtime will not exceed an average of 10 hours per week averaged over a month.
- (f) An Employee who notifies the Employer of their desire to perform Voluntary Overtime in accordance with 11.2(c) may agree or refuse to work any Voluntary Overtime offered by the Employer.
- (g) Any hours worked by the Employee outside of the required Voluntary Overtime will be paid in accordance with clause 11.1.

12 Classifications

12.1 General

- (a) Employees will be employed in one of the classifications set out in this clause 12.
- (b) Employees will be informed of the capacity in which they are employed at the commencement of their employment and this will be recorded in the Employer's records.
- (c) Employees will be classified according to their skill level, knowledge and experience.

12.2 Security Guard – Level 1

An Employee employed as a Security Guard Level 1 will have completed a Certificate II in Security Operations as a minimum qualification.

Employees employed as a Security Guard Level 1 will be required to perform the following duties:

- (a) Duties of securing, watching, guarding, protecting persons and/or premises and/or property at sites/locations as directed, including responses to alarm signals and attendances at and minor non-technical servicing of automatic teller machines (**ATMs**).
- (b) 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.
- (c) Performing duties requiring the use of electronic equipment such as hand-held scanners and simple closed circuit television systems utilising basic keyboard skills which do not require data input.
- (d) Provide safety inductions to Employees, contractors or visitors to sites.
- (e) Be stationed at an entrance/exit where principal duties will include the control of movement and searching (if directed and where such actions are lawful) 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.
- (f) Patrol in a vehicle a single or multiple establishments or sites, including where more than one site held by the same business is patrolled.
- (g) Monitor and respond to electronic intrusion detection or access control equipment terminating at a visual display unit and/or computerised printouts.
- (h) Perform such other duties and hold such other responsibilities which are within the Employee's skills and competence and which may be delegated to the Employee by the Employer from time to time.

12.3 Security Guard – Level 2

An Employee employed as a Security Guard Level 2 will have completed a Certificate III in Security Operations or equivalent as a minimum qualification. A Security Guard Level 2 must be able to exercise the skills and possess sufficient knowledge so to enable the

Employee to perform work within the scope of this level under limited or no supervision which may or may not necessarily be at the site where the Employee is posted.

An Employee employed as a Security Guard Level 2 will be required to perform the following duties:

- (a) Control 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.
- (b) 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. Such duties are to be undertaken at a higher skill level than that expected of a Security Guard Level 1.
- (c) 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 computer programs.
- (d) Undertake stock and material control at computerised gatehouses and similar locations requiring data input and manipulation of computer programs.
- (e) Provide safety induction to Employees, contractors or visitors to the site.
- (f) May be required to perform the duties of a Security Guard Level 1.
- (g) Perform such other duties and hold such other responsibilities which are within the Employee's skills and competence and which may be delegated to the Employee by the Employer from time to time.

12.4 Team Leader

A Team Leader is an Employee who holds a Certificate III in Security Operations or equivalent and is able to exercise the skills and possess the knowledge of the location where the Employee is posted by the Employer.

In addition to the advanced security orientated skills required of an Employee at this level, an Employee appointed as a Team Leader will be expected to provide supervision and control of up to four other Employees at a given site specified by the Employer.

Team Leaders will be required to perform the following duties to a high standard:

- (a) Coordinating, monitoring or recording the activities of Security Guards utilising verbal and computer based communication systems within a central station.
- (b) Monitoring, recording or inputting information or reacting to signals and instruments related to electronic surveillance of any kind within a central station or at a particular location.
- (c) 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 individuals as well as recording time and date of access.
- (d) May be required to perform the duties of Security Guards.
- (e) Perform such other duties and hold such other responsibilities which are within the Employee's skills and competence and which may be delegated to the Employee by the Employer from time to time.

12.5 Supervisor

A Supervisor is an Employee who holds a Certificate III in Security Operations or equivalent and is able to exercise the skills and possess the knowledge of either a single location where the Employee is posted by the Employer or multiple locations on a roving basis as directed by the Employer.

In addition to the advanced security orientated skills required of an Employee at this level, an Employee appointed as a Supervisor will be expected to provide supervision and control of more than four other Employees at either a given site specified by the Employer or at multiple sites on a roving patrol.

Supervisors will be required to perform the following duties to a very high standard:

- (a) Coordinating, monitoring or recording the activities of Security Guards utilising verbal and computer based communication systems within a central station or over multiple stations.
- (b) Auditing Employee site records and logs and ensuring that Employees are fulfilling the duties required of them by the Employer and ensuring that Employees meet the levels of expertise of the respective level of employment and if not, to provide or recommend suitable remedial training or action to overcome the identified deficiency.
- (c) Monitoring, recording or inputting information or reacting to signals and instruments related to electronic surveillance of any kind within a central station or at a particular location or multiple locations.
- (d) 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.
- (e) May be required to perform the duties of the Security Guards or Team Leaders.
- (f) Perform such other duties and hold such other responsibilities which are within the Employee's skills and competence and which may be delegated to the Employee by the Employer from time to time.

13 Allowances and reimbursements

13.1 Meal allowance

A meal allowance of \$14.16 per occasion will be payable to an Employee who is required by the Employer to work more than one hour beyond the completion of the Employee's ordinary rostered shift unless the Employee was notified the previous day of the requirement to work Overtime.

13.2 First aid allowance

A first aid allowance of 1.0% of the Standard Rate per week (to a maximum of 5% of the Standard Rate per week) will be payable to an Employee where an Employee holds a

Senior First Aid Certificate (also known as Apply First Aid or Workplace Level 2) and is requested or nominated by the Employer to act as a first aider.

13.3 Firearm allowance

A firearm allowance of 1.0% of the Standard Rate per week (to a maximum of 5% of the Standard Rate per week) will be payable to an Employee who is required by the Employer to carry a firearm.

13.4 Broken Shift allowance

A Broken Shift allowance of 1.62% of the Standard Rate per shift will be payable to an Employee who is required by the Employer to work a rostered Broken Shift (excluding rest breaks).

13.5 Supervision allowance

(a) A supervision allowance is payable to an Employee who is required by the Employer to supervise other Employees with the amount of such allowance depending upon the number of Employees supervised.

(b) The supervision allowance will be paid as follows:

Supervising 1 – 5 Employees	4.22% of the Standard Rate per week
Supervising 6 – 10 Employees	4.87% of the Standard Rate per week
Supervising 11-20 Employees	6.32% of the Standard Rate per week
Supervising over 20 Employees	7.46% of the Standard Rate per week

13.6 Relieving officer allowance

(a) A relieving officer allowance of 4.18% of the Standard Rate per week will be payable to an Employee who is, by agreement with the Employer, appointed as a relieving officer. A relieving officer is engaged for the purpose of relieving at short notice another Employee and for whom a display of roster is not required.

- (b) 24 hours' notice of the requirement to work a relieving shift will be given where possible.

13.7 Vehicle allowance

- (a) A vehicle allowance will be payable to an Employee who is required by the Employer to use the Employee's own motor vehicle or motor cycle for the purpose of work related travel.
- (b) A vehicle allowance of the following amounts will be paid to eligible Employees:
 - (i) Car - \$0.74 per kilometre.
 - (ii) Motorcycle - \$0.25 per kilometre.
- (c) For the avoidance of doubt, an Employee will not be eligible for the allowance under this clause for the time spent travelling to and from work or between rostered places of work.

13.8 Aviation allowance

An aviation allowance of 2% of the Standard Rate per week will be payable to an Employee who is required by the Employer to perform airport security work at a security regulated airport.

13.9 Torch

Where an Employee is required to use a torch, the Employer will provide the Employee with a torch and batteries.

13.10 Uniform

- (a) Where an Employee is required to wear a uniform, the Employer will provide the Employee with the uniform or reimburse the Employee for the cost of the uniform.
- (b) The Employer will replace any uniform provided under clause 13.10(a) in accordance with its policies as in place from time to time.

13.11 Reimbursement of expenses

The Employer will reimburse an Employee for reasonable expenses the Employee is required by the Employer to incur in the discharge of the Employee's duties, subject to the provision by the Employee of a receipt for the expenses claimed.

14 Meal and crib breaks**14.1 Meal breaks**

- (a) Employees will be entitled to an unpaid meal break of at least 30 minutes where they are rostered to work a shift of at least five consecutive hours on any one day.
- (b) Meal breaks will be taken at times mutually convenient to the Employer and the Employee concerned, but will be taken no earlier than two hours and no later than six hours after the Employee commences the day's work.

14.2 Crib Breaks

- (a) Employees will be entitled to crib breaks on each rostered day/shift as follows:
 - (i) a rest break of not less than 10 minutes on a shift of four hours;
 - (ii) a rest break of not less than 20 minutes on an eight hour shift;
 - (iii) a rest break of not less than 30 minutes on a 12 hour shift.
- (b) Where an Employee works a shift of eight hours or more, the Employee's crib break entitlement as provided by clause 14.2(a) must be allowed not earlier than four and not later than five hours after the time of commencement of each shift (where reasonably practicable to do so).
- (c) Crib breaks are to be taken at times mutually convenient to the Employer and the Employee concerned, taking into account the operational requirements of the part of the business in which the Employee works.

15 Annual leave

15.1 Amount of leave

- (a) Permanent Employees are entitled to paid annual leave.
- (b) Employees employed on a full time basis are entitled to four weeks of annual leave for each year of service with the Employer.
- (c) Employees employed on a part time basis are entitled to annual leave calculated as a pro rata amount of the full time entitlement.

15.2 Annual leave for shiftworkers

- (a) For the purpose of the NES, a shiftworker means an Employee:
 - (i) who 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
 - (ii) who is regularly rostered to work on Sundays and Public Holidays.
- (b) Where the Employee is a shiftworker, and has accrued 12 months' continuous service with the Employer as a shiftworker, the Employee will be entitled to an extra half a day of annual leave for each month the Employee is continuously engaged as a shiftworker.

15.3 Accrual of leave

An Employee's entitlement to annual leave accrues progressively during each year of service according to the Employee's ordinary hours, and if not taken, accumulates from year to year.

15.4 Taking paid annual leave

Annual leave may be taken by an Employee for a period agreed between the Employee and the Employer.

15.5 Payment for annual leave

- (a) If an Employee who is paid an Hourly Rate takes a period of annual leave, the Employer will pay the Employee at the Employee's Hourly Rate plus an annual leave loading of 17.5% and any leading hand allowance, relieving officer's allowance and first aid allowance the Employee would otherwise be entitled to.
- (b) If, when the employment of an Employee ends, the Employee has a period of accrued annual leave, the Employer will pay the Employee the amount that would have been payable to the Employee had the Employee taken that period of leave.

15.6 Cashing out of annual leave

- (a) An Employee can cash out an amount of their accrued annual leave entitlement if:
 - (i) the cashing out would not result in the Employee's remaining accrued entitlement to paid annual leave, being less than four weeks; and
 - (ii) each agreement to cash out a particular amount of the Employee's accrued annual leave entitlement is made by a separate agreement in writing between the Employer and the Employee.
- (b) Where an Employee cashes out an amount of accrued annual leave in accordance with clause 15.6(a), the Employee will be paid at least the full amount that would have been payable to the Employee had the Employee otherwise taken the annual leave.

15.7 Requirement to take paid annual leave

- (a) The Employer may require an Employee to take a period of annual leave:
 - (i) where the Employee has accrued eight weeks of paid annual leave. For the purposes of this clause 15.7(a)(i), the Employer may request the Employee to take a period of paid leave of up to 50% of the Employee's accrued annual leave entitlement; and/or

- (ii) if the Employer shuts down the part of the business in which the Employee works for any reason, for example the Christmas/New Year period (or reduces the workplace to 'skeleton staff') and, if the Employee does not have credited annual leave to cover the shut down period, the Employee may be required to take unpaid leave on one month's notice in writing.

15.8 Casual Employees

Casual Employees are not entitled to annual leave.

16 Personal/carer's leave

16.1 Entitlement to paid personal/carer's leave

- (a) Permanent Employees are entitled to paid personal/carer's leave:
 - (i) because the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or
 - (ii) to provide care or support to a member of the Employee's Immediate Family, or a member of the Employee's household, who requires care or support because of:
 - (A) a personal illness, or personal injury, affecting the member; or
 - (B) an unexpected emergency affecting the member.
- (b) If an Employee is employed on a full time basis, the Employee will be entitled to 10 days of paid personal/carer's leave for each year of service with the Employer.
- (c) If an Employee is employed on a part time basis, the Employee will be entitled to paid personal/carer's leave calculated as a pro rata amount of the full time entitlement.
- (d) An Employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours, and if not taken, accumulates from year to year.

16.2 Payment for paid personal/carer's leave

- (a) If an Employee takes paid personal/carer's leave in accordance with clause 16.1, the Employee will be paid at the Employee's Hourly Rate for the time spent on such leave.
- (b) Accrued but untaken paid personal/carer's leave is not payable on the termination of employment of an Employee.

16.3 Casual Employees – entitlement to paid personal/carer's leave

Casual Employees are not entitled to paid personal/carer's leave.

16.4 Unpaid carer's leave – permanent and casual employees

- (a) Permanent Employees who have exhausted their entitlement to paid personal/carer's leave, and casual Employees, will be entitled to two days of unpaid carer's leave for each occasion when a member of the Employee's Immediate Family, or a member of the Employee's household, requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.
- (b) The two days' unpaid carer's leave does not need to be taken consecutively.

16.5 Notice and evidence

- (a) If an Employee needs to take (or needed to take) personal/carer's leave (paid or unpaid) in accordance with this clause, the Employee must notify the Employer as soon as practicable.
- (b) The Employer may require that an Employee submit a medical certificate or statutory declaration for any personal/carer's leave that the Employee takes (paid or unpaid), in accordance with the Act.

- (c) An Employee will be required to submit a medical certificate for any personal/carer's leave (paid or unpaid) that the Employee takes where:
 - (i) the Employee has taken two or more consecutive days of personal/carer's leave; or
 - (ii) the personal/carer's leave is taken on the day before or after a Public Holiday.
-

17 Compassionate leave

17.1 Entitlement to compassionate leave

- (a) An Employee is entitled to two days' compassionate leave per occasion when a member of the Employee's Immediate Family, or a member of the Employee's household:
 - (i) contracts or develops an illness or sustains an injury that poses a serious threat to their life; or
 - (ii) dies,

provided that the Employee provides any evidence that the Employer reasonably requires of the illness, injury or death.
- (b) The two days' compassionate leave does not need to be taken consecutively.

17.2 Payment for compassionate leave

- (a) If a Permanent Employee takes compassionate in accordance with clause 17.1, the Employee will be paid at the Employee's Hourly Rate for the time spent on such leave.
- (b) Compassionate leave taken by casual Employees is unpaid.

17.3 Taking compassionate

Days taken as compassionate leave do not need to be taken consecutively.

18 Parental leave

Permanent Employees and long-term casual Employees will be entitled to unpaid parental leave in accordance with the Act.

19 Long service leave

Employees are entitled to long service leave in accordance with the applicable State long service leave legislation.

20 Jury service**20.1 Notification and evidentiary requirements**

- (a) Where an Employee is required to attend for jury service (including attendance for jury selection) the Employee must notify the Employer as soon as practicable of their expected absence and the likely duration of their absence.
- (b) An Employee who has given notice of an absence under clause 20.1(a) must, if required by the Employer, give the Employer evidence that the absence is because the Employee has been or will be engaging in jury service.
- (c) If required by the Employer, an Employee who has given notice of an absence under clause 20.1(a) must provide the Employer with reasonable evidence of the steps the Employee has taken to obtain any amount of Jury Service Pay to which the Employee is entitled and the total amount of Jury Service Pay that has been paid, or is payable, to the Employee for the period of jury service.

20.2 Payment to Employees on jury service

- (a) Where an Employee who is paid an Hourly Rate is required to attend jury service and complies with the requirements set out in clause 20.1, the Employer will pay the Employee at their Hourly Rate for the Employee's ordinary hours for the period of jury service.
- (b) The amount paid to an Employee in accordance with clause 20.2(a) will be reduced by the total amount of Jury Service Pay that has been paid or is payable to the Employee.

- (c) An Employee will only be entitled to payment under this clause for the first 10 days of their absence on jury service subject to a more beneficial entitlement under applicable legislation in the State in which the Employee is employed.
 - (d) Casual Employees are not entitled to payment for jury service.
-

21 Community service leave

- (a) Employees will be entitled to community service leave, other than paid jury service leave, in accordance with the Act.
 - (b) The Employer may, at its sole discretion grant Employees paid leave. If community service leave is granted, the leave will be in addition to the Employee's other leave entitlements.
-

22 NES

Should any term of this Agreement be less favourable to the Employees than the NES, the NES will prevail over the term of this Agreement to the extent that the term of this Agreement is less favourable.

23 Public Holidays

23.1 Days observed as Public Holidays

- (a) In accordance with the Act, Employees are entitled to observe all gazetted or substituted Public Holidays that apply to the State, Territory or region in which they are employed.
- (b) The following substitute holidays apply:
 - (i) If Christmas Day falls on a Saturday or Sunday, 27 December will be observed as a holiday instead.
 - (ii) If Boxing Day falls on a Saturday or Sunday, 28 December will be observed as a holiday instead.

- (iii) If New Years Day or Australia Day fall on a Saturday or Sunday, the following Monday will be observed as a holiday instead.
- (c) If the Employees and the Employer agree, another day may be substituted for any of the gazetted Public Holidays. In this instance, the gazetted Public Holiday will become and be paid as a normal working day.

23.2 Working Public Holidays

- (a) The Employer may request that an Employee work on a Public Holiday. An Employee can only refuse to work a Public Holiday if they have reasonable grounds for doing so or where the Employer's request is unreasonable.
- (b) The Employer will consider whether an Employee has reasonable grounds for refusing a request to work a Public Holiday taking into account any factors set out in the Act, together with any other factors it considers relevant. If an Employee's refusal to work a Public Holiday is not reasonable, the Employee will be required to work the Public Holiday.

23.3 Payment for working Public Holidays

Where an Employee is required to work on a Public Holiday as set out in this clause 23, they will be paid in accordance with clause 10.3.

24 Termination

24.1 Notice of termination

- (a) **Permanent Employees**

Either the Employer or a Permanent Employee may terminate the employment of that Employee by giving notice in accordance with the table set out below. Notice of termination must be in writing.

Period of service	Period of notice
Not more than one year	one week
More than one year but not more than three years	two weeks

More than three years but not more than five years	three weeks
More than five years	four weeks

If termination is at the initiative of the Employer, and the Employee is over 45 years old and has completed at least two years of continuous service with the Employer at the time the notice is given, the Employee will be entitled to a further one week's notice.

(b) Casual Employees

Either the Employer or a casual Employee may terminate the employment of that casual Employee on one day's notice.

(c) Fixed Term Employees

Fixed Term Employees are exempt from the application of the minimum notice periods of clause 24.1(a).

24.2 Alternatives to working out the notice period

The Employer at its sole discretion may elect to do any combination of the following with regard to notice given under clause 24.1:

- (a) make a payment in lieu of notice (or any part of notice);
- (b) require the relevant Employee to take annual leave during the notice period (subject to applicable legislation);
- (c) require the relevant Employee to undertake any alternative duties and responsibilities that may be required by the Employer, including undertaking no duties, during the notice period; and/or
- (d) require the relevant Employee to attend work and provide all reasonable assistance in the handover of duties, files and the like for which the Employee was responsible, and/or provide assistance in the training of the Employee's replacement.

24.3 Serious misconduct and summary dismissal

Despite anything stated in this clause 24, the Employer reserves the right to dismiss an Employee summarily in the event of the Employee's serious misconduct or for any other reason that enables summary dismissal at law.

24.4 Withholding money due to an Employee

On termination, the Employer reserves the right to withhold any money due to the relevant Employee if the Employee:

- (a) fails to give the amount of notice required in clause 24.1, the Employer may withhold an amount equivalent to the amount the Employee would have been paid by the Employer had the Employee worked out the required notice period; and/or
- (b) owes money to the Employer, the Employer may withhold an amount up to the equivalent of the amount the Employee owes to the Employer.

24.5 Return of property

On termination of employment, the relevant Employee must return all property of the Employer in the Employee's possession, including but not limited to motor vehicles, uniforms, protective clothing, firearms, torches, log books, manuals, client and supplier lists, policies, notebooks, computers, mobile phones, facilities for storing computer data, documents, work diaries, keys, and modes of access and must comply with their ongoing confidentiality obligations.

25 Redundancy**25.1 Employees exempted**

The provisions of this clause do not apply:

- (a) where an Employee's employment is terminated for a reason other than Redundancy;
- (b) to Fixed Term Employees; and
- (c) to casual Employees.

25.2 Severance Pay

An Employee whose employment is terminated by reason of Redundancy is entitled to the following amount of Severance Pay in respect of their continuous period of service:

Period of continuous service	Severance pay
Less than 1 year	Nil
At least 1 year but less than 2 years	4 Weeks' pay
At least 2 years but less than 3 years	6 Weeks' pay
At least 3 years but less than 4 years	7 Weeks' pay
At least 4 years but less than 5 years	8 Weeks' pay
At least 5 years but less than 6 years	10 Weeks' pay
At least 6 years but less than 7 years	11 Weeks' pay
At least 7 years but less than 8 years	13 Weeks' pay
At least 8 years but less than 9 years	14 Weeks' pay
At least 9 years but less than 10 years	16 Weeks' pay
At least 10 years	12 Weeks' pay

25.3 Exemption where transfer of business

Where there is a transfer of business within the meaning of the Act and as a result an Employee is offered employment by another entity (**Other Entity**), no Severance Pay is payable by the Employer to the Employee:

- (a) where the Employee accepts employment with the Other Entity which recognises the period of employment which the Employee had with the Employer and any predecessors of the Employer and the continuity of employment of the Employee is not broken by reason of the transfer; or
- (b) where the Employee rejects the offer of employment with the Other Entity:

- (i) that is on terms and conditions substantially similar to, and considered on an overall basis no less favourable than the Employee's terms and conditions of employment with the Employer immediately before the termination of the Employee's employment with the Employer; and
- (ii) that recognises the period of employment which the Employee has had with the Employer and any predecessor of the Employer to be service of the Employee with the Other Entity.

25.4 Job search entitlement

- (a) Where the Employer has given notice of termination to an Employee in accordance with clause 24.1 that their employment will terminate by reason of Redundancy, the Employee will be allowed up to one day's time off without loss of pay during each week of the notice period for the purpose of seeking other employment.
- (b) Where the Employee takes more than one day of paid leave in accordance with clause 25.4(a), the Employee must, at the request of the Employer, provide proof of attendance at an interview or the Employee will not be entitled to payment for the time absent.
- (c) For the purpose of clause 25.4(b), a statutory declaration is sufficient.

26 Consultation

26.1 Notification of major change

Where:

- (a) the Employer has made a definite decision to introduce a major change to the production, program, organisation, structure or technology of its business; and
- (b) that change is likely to have a significant effect on Employees;

the Employer will notify the Employees affected by the change (**Affected Employees**) and their nominated representatives (if any) of its decision to introduce the major change.

26.2 Nomination of representatives

- (a) The Affected Employees may appoint a representative for the purposes of the procedures in this clause.
- (b) Where the Employees nominate a representative for the purposes of clause 26, the Employer will recognise the representative.

26.3 Consultation on major change

- (a) As soon as practicable after notifying the Affected Employees of its decision to introduce a major change in accordance with clause 26.1, the Employer will discuss with the Affected Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Affected Employees; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees.
- (b) For the purpose of discussions under clause 26.3(a) the Employer will provide the Affected Employees with relevant information regarding the nature of the change and its likely effect on the Affected Employees, but will not provide confidential or commercially sensitive information.
- (c) The Employer will give genuine consideration to matters raised about the major change by the Affected Employees.

26.4 What constitutes a major change

For the purposes of this Agreement, a major change is likely to have a significant effect on Employees if it results in:

- (a) the termination of the employment of Employees;
- (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees;
- (c) the elimination or diminution of job opportunities;

- (d) the alteration of hours of work;
 - (e) the need to retrain employees;
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.
-

27 Flexibility term

27.1 Terms of IFA

- (a) The Employer and an Employee may agree to make an IFA to vary the effect of terms of this Agreement if:
 - (i) the IFA deals with one or more of the following:
 - (A) arrangements for when work is performed;
 - (B) overtime rates;
 - (C) penalty rates;
 - (D) allowances; and
 - (E) leave loading;
 - (ii) the IFA meets the genuine needs of the Employer and the Employee; and
 - (iii) the IFA is genuinely agreed to by the Employer and the Employee.

27.2 Compliance with the Act

The Employer must ensure that the terms of any IFA entered into under this clause:

- (a) are about matters that would be permitted matters under section 172 of the Act;
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the Employee being better off overall than the Employee would be if no IFA was made.

27.3 Requirements of an IFA

The Employer must ensure that an IFA made with an Employee:

- (a) is in writing;
- (b) includes the name of the Employer and the Employee;
- (c) is signed by the Employer and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee;
- (d) includes details of:
 - (i) the terms of this Agreement that will be varied;
 - (ii) how the IFA will vary the effect of the terms; and
 - (iii) 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 IFA; and
- (e) states the day on which the IFA commences.

27.4 Copies of the IFA

- (a) The Employer will give the relevant Employee a copy of the IFA within 14 days after it is agreed to.
- (b) A copy of the IFA will also be kept as part of the Employer's records.

27.5 Termination of the IFA

The Employer or the Employee may terminate the IFA:

- (a) by giving 28 days' written notice to the other party to the IFA; or
- (b) at any time, if the Employer and the Employee agree in writing.

28 Dispute resolution

28.1 Application of this clause

- (a) If a dispute relates to:
 - (i) a matter arising under this Agreement; or
 - (ii) the NES,this clause sets out the procedure to deal with the dispute.
- (b) An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause 28.

28.2 Dispute resolution process

- (a) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level through discussions between the Employees and relevant supervisors and/or management.
- (b) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWA.
- (c) FWA may deal with the dispute in two stages:
 - (i) FWA will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (ii) if FWA is unable to resolve the dispute in accordance with clause 28.2(c)(i), FWA may then:
 - (A) arbitrate the dispute in accordance with FWA's powers to do so in the Act, as amended from time to time; and
 - (B) make a determination that is binding on the parties.
- (d) Parties to the dispute can appeal from a decision made by FWA in accordance with clause 28.2(c)(ii).

- (e) While the matter is being resolved, the Employee must:
 - (i) continue to perform the Employee's work as the Employee would normally unless the Employee has a reasonable concern about an imminent risk to the Employee's health or safety; and
 - (ii) comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
 - (A) the work is not safe;
 - (B) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (C) the work is not appropriate for the Employee to perform; or
 - (D) there are other reasonable grounds for the Employee to refuse to comply with the direction given by the Employer.
 - (f) The parties to the dispute agree to be bound by a decision made by FWA in accordance with this clause 28.
-

29 Policies and procedures

Employees must comply with the Employer's policies and procedures as varied and communicated to them from time to time and as variously referred to in this Agreement. However, the policies and procedures do not form part of this Agreement, nor do they form part of an Employee's contract of employment with the Employer.

30 No extra claims

- (a) This Agreement deals comprehensively with the terms and conditions of employment of Employees bound by it from time to time and covers all of the matters that the parties intend to be the subject of enterprise bargaining.
- (b) The Employees will not make and/or pursue any claim or improvement in any term or condition of employment (whether or not such term or condition is covered by this Agreement) during the normal life of this Agreement.

- (c) The parties agree that no further claims will be made during the period of operation of this Agreement and that the minimum wage decisions of FWA or another applicable statutory body occurring during this Agreement will not apply to the parties to this Agreement, unless minimum rates fall below applicable minimum rates of pay.
 - (d) The Employees will not take protected or unprotected industrial action in pursuit of any such claim.
 - (e) To avoid doubt, clause 30(d) does not prevent an employee from taking protected industrial action where this is permitted by the Act.
-

31 Assignment

- (a) This Agreement will be freely assigned by the Employer and will be for the benefit of, and will be binding upon, any other corporate entity which will succeed the Employer, to the extent permitted under the Act.
 - (b) Neither this Agreement nor any rights hereunder will be assigned by the Employees.
-

32 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement.

33 Variation to Agreement

The parties acknowledge that this Agreement can be varied in accordance with the Act.

34 Governing Law

- (a) This Agreement is governed by and will be construed in accordance with the Act and the laws of the Commonwealth of Australia.
- (b) With respect to its operation at common law, this Agreement is governed by and will be construed in accordance with the laws of Victoria.

EXECUTED as an agreement.

Signing page

SIGNED by **STEPHEN CURNOW** of Level 1, 6)
South Road, Braybrook, Victoria, in his)
capacity as the authorised representative of)
Corsec Services Pty Ltd in the presence of:)
)

Witness

Print name of witness

Paul Bradley

Print address of witness

1/6 South Road, Braybrook, Victoria

SIGNED by **Gary Mehmet** of 1/6 South Road,)
Braybrook, Victoria in his capacity as)
bargaining representative of the employees)
of Corsec Services Pty Ltd in the presence of:)
)

Witness

Print name of witness

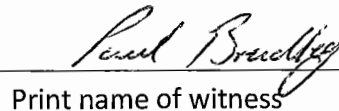
Paul Bradley

Print address of witness

1/6 South Road, Braybrook, Victoria

Signing page

SIGNED by **STEPHEN CURNOW** of Level 1, 6)
South Road, Braybrook, Victoria, in his)
capacity as the authorised representative of)
Corsec Services Pty Ltd in the presence of:)
)

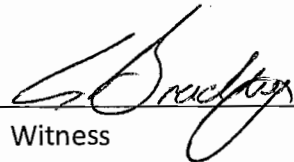
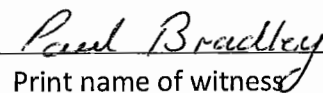

Witness
Print name of witness

Paul Bradley

Print address of witness

1/6 South Road, Braybrook, Victoria

SIGNED by **Gary Mehmet** of 1/6 South Road,)
Braybrook, Victoria in his capacity as)
bargaining representative of the employees)
of Corsec Services Pty Ltd in the presence of:)
)


Witness
Print name of witness

Paul Bradley

Print address of witness

1/6 South Road, Braybrook, Victoria