

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/27

TITLE: Quantum Security Enterprise Agreement 1999

I.R.C. NO: 99/6242

DATE APPROVED/COMMENCEMENT: 8 December 1999

TERM: 36 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE: 18 February 2000

DATE TERMINATED:

NUMBER OF PAGES: 16

**COVERAGE/DESCRIPTION OF
EMPLOYEES:**

Applies to employees employed by Kalantzis Merhi Holdings Pty Ltd (trading as Quantum Security)

PARTIES: Mike Dennis -&- Kalantzis Merhi Holdings Pty Ltd, John Mansour, Greg Pinkerton



Quantum Security Enterprise Agreement



1999

**Registered
Enterprise Agreement
Industrial Registrar**

QUANTUM SECURITY ENTERPRISE AGREEMENT 1999

1. TITLE

This agreement shall be known as the Quantum Security Enterprise Agreement 1999.

2. ARRANGEMENT

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3. DEFINITIONS

3.1. Security Officer Level 1

Refers to a person employed:

- ◆ To watch, guard or protect persons and/or premises and/or property;
- ◆ To respond to basic fire/security alarms at their designated site/post;
- ◆ As an employee stationed at an entrance and/or exit whose principal duties shall include the control of movement of persons, vehicles, goods and/or property coming out of or going into and/or moving within premises or property;
- ◆ To carry out crowd control duties.
- ◆ To perform the duties of securing, watching, guarding and/or protecting, or cash collection and/or delivering as a part of their duties, as directed, including responses to alarm signals and attendances at and minor non-technical servicing of automatic teller machines and is required to patrol in a vehicle two or more separate establishments or sites; or
- ◆ To monitor and act upon electronic intrusion detection or access control equipment terminating in a visual display unit or computerised print-out; and
- ◆ Where required by the employer, to control a dog used to assist the Security Officer to carry out the duties of watching, guarding or protecting persons and/or premises and/or property.

3.2. Security Officer Level 2

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

- ◆ monitors and acts upon intelligent building management systems terminating at a visual display unit or computerised print-out that has the capacity for and requires data input from the security officer;
- ◆ is employed substantially in a security and/or data input and/or a monitoring function within a central station and principally occupied in one or more of the following duties: Monitoring, recording, inputting information or reacting to signals and instruments related to electronic surveillance of any kind; coordinating, checking or recording the activities of Security Officers Level 1; operating or monitoring any medium of verbal communication; and
- ◆ from time to time means a person who supervises Level 1 staff.

3.3. Security Officer Level 3

Refers to a person who, whilst in charge of a shift of one or more Security Officers Level 2, which may include leading hands, carries out coordinating duties in addition to the normal duties of such a Level 2 Security Officer. A person in receipt of the rate applying to this classification shall not be entitled to a leading hand allowance as provided in this award.

3.4. Administrative Officer

Refers to a person employed to carry out clerical, administrative and office functions as stated in the job description for the position. Duties shall include:

- ◆ accounts payable
- ◆ accounts receivable
- ◆ payroll
- ◆ filing
- ◆ word processing
- ◆ stores
- ◆ stationary
- ◆ other duties as agreed in the workplace agreement with the company in accordance with rates of pay and performance standards.



- 3.5. **Hospitality Officer**
Refers to a person employed to undertake duties including, but not limited to, cleaning, bar work, gardening, steward etc, which does not come under duties of a security officer. These duties shall be stated in the job description for the position and the workplace agreement, which will also set out rates of pay and performance standards.
- 3.6. **Seven-day Shift Worker**
Refers to an employee who is regularly rostered by their employer to work ordinary hours on Saturdays and/or Sundays.
- 3.7. **Permanent Employee**
Refers to a full-time or part-time employee engaged on an ongoing basis and paid by the week or fortnight, as the case may be.
- 3.8. **Full-time Employee**
Refers to a permanent employee engaged to work an average of 38 hours per week.
- 3.9. **Part-time Employee**
Refers to a permanent employee who is employed to work regularly a minimum of 20 ordinary hours and less than 38 ordinary hours per week.
- 3.10. **Casual Employee**
Refers to an employee engaged and paid as such but shall not include an employee working an average of 38 ordinary hours or more per week.
- 3.11. **Ordinary Time Shift**
Refers to the whole period between the commencement and cessation of a period of ordinary timework.
- 4. PARTIES BOUND AND SCOPE**
- 4.1. This agreement shall be binding upon Kalantzis Merhi Holdings Pty Ltd ACN 075 921 345 (trading as Quantum Security) and all officers employed.
- 4.2. This agreement shall prevail over the Security Industry (State) Award, and applicable parts of the Miscellaneous Workers General Services (State) Award, Miscellaneous Gardeners, Hotel Employees, Club Employees and Administrative and Clerical (State) Awards.
- 5. INCIDENCE AND TERM OF OPERATION**
This agreement applies in New South Wales only and shall operate from the date of registration and remain in force for a period of three years.
- 6. EMPLOYMENT OF STAFF**
Employees under this agreement shall be engaged as either permanent (full-time or part-time) or casual employees in accordance with the duties identified in their position descriptions.
- 7. PROBATIONARY PERIOD**
- 7.1. Employees engaged as permanent employees may be engaged for a probationary period of between three and six months.



- 7.2. During the first four weeks of employment such employees may be terminated with one hour's notice.
- 7.3. The employer and employee may agree in writing to reduce or exclude altogether the probationary period.
- 7.4. Casual employees who are subsequently engaged as permanent employees may be terminated with one hour's notice during the first two weeks of such permanent employment only.

8. TERMINATION OF EMPLOYMENT

8.1. Dismissal

- 8.1.1. Full-time and part-time permanent employees may be summarily dismissed for serious misconduct, being conduct by the employee of such a nature as would constitute a repudiation by the employee of his or her contract of employment including, *but not limited to*:

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

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

8.2. Resignation

- 8.2.1. Where a permanent employee terminates his/her employment at his/her own discretion, the employee is required to provide the employer with two week's notice of termination and such notice will be confirmed in writing at the earliest opportunity.
- 8.2.2. Where notice is not given one week's pay may be forfeited.

8.3. Casual Employees

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

8.4. Certificate of Service

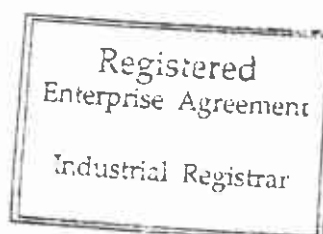
On the termination of employment the employer shall, at the request of the employee, give such employee a statement signed by the employer stating the period of employment, the class of work employed upon, and when the employment terminated.

8.5. Return of Equipment:

- 8.5.1. On the termination of employment, an employee shall return to the employer all uniforms, identity cards, vehicles, firearms, keys and all other items issued to employees. Where an employee fails to return any uniform, protective clothing or other items issued, the employer may deduct the monetary value of such uniform, clothing or other items from the employee's termination pay.
- 8.5.2. Where the employer so requests an employee shall sign such written authority upon engagement. Existing employees may be required to sign such an authority upon receipt of the next issue of uniform/clothing or other items.

9. USE OF AVAILABLE SKILLS

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



10. DUTY OF CARE

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

11. PART-TIME EMPLOYEES

An employee engaged on a part-time basis shall be entitled to pro rata payments in respect to all leave, on a proportionate basis subject to the relevant provisions of this agreement.

12. CONSULTATIVE MECHANISM

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

13. UNIFORMS

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

14. NO EXTRA CLAIMS

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

15. TRANSITIONAL ARRANGEMENTS

No permanent employee employed shall suffer a reduction in his or her current entitlements as a result of the introduction of this agreement.

16. ADDITIONAL RATES

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

17. WAGES

- 17.1. **Rates of Pay**
- 17.1.1. The rates of pay for each classification of employee engaged by this agreement shall be as set out in Table 1 - Rates of Pay - Part B.
- 17.1.2. The rates are a flat rate for both permanent and casual staff and inclusive of allowances and overtime provisions.
- 17.1.3. The wage rates simplify processing the payroll and other administrative tasks, make it easier for employees to understand their pays, and provide the company with the certainty in needs to be assured when costing tenders and other proposals.

17.2. Bonus Payments

- 17.2.1. The rates reflect the employer's capacity to pay and in total are not less favourable than the total of the rates and allowances in the underpinning awards.
- 17.2.2. All staff will be paid in accordance with the rates set out in this agreement.
- 17.2.3. Performance bonuses may be paid to employees (who are performing exceptionally well as determined by staff appraisals) from time to time on an ad hoc basis.

17.3. Pay Period

- 17.3.1. The employer shall pay wages and other moneys to permanent employees either weekly or fortnightly, depending on the agreement with the employee at the time of engagement.
- 17.3.2. The time of payment shall not be more than 72 hours from the time when such wages become due and shall not be later than Thursday in the week.
- 17.3.3. The employer shall specify the day upon which wages shall be paid.

17.4. Payment of Casual Employees

An employer may pay wages to casual employees at the time and place specified for permanent employees, that is on a weekly or fortnightly basis depending on the employer's pay period.

17.5. Time and Wages Records

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

17.6. Penalty

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

18. ORDINARY HOURS OF EMPLOYMENT

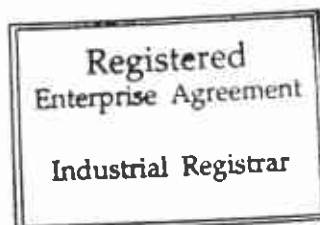
- 18.1. Ordinary hours of work shall be, by mutual agreement, from time to time to a maximum of 38 hours per week averaged over a 52-week period, or not more than 8 hours per day, Monday to Sunday.
- 18.2. Where possible, work shall be arranged so that an employee shall have at least 10 hours off duty between work on consecutive days.

19. ROSTERING

- 19.1. Employees (other than relieving officers and casual employees) shall work their normal hours of work in accordance with a roster for which advance notice has been given.
- 19.2. The Employer shall notify employees who work their normal hours in accordance with a roster, of the location and commencing and ceasing times of their rostered hours of work.

20. NOTIFICATION OF ABSENCES

- 20.1. If an employee is unable to meet their roster requirements as advised, they are required to notify management no less than 48 hours prior to the commencement of the shift.
- 20.2. Where such notification is not received with 48 hours notice, the employer shall deduct the equivalent of two hours pay from that employee's wages.
- 20.3. The employer shall pay any deduction to the employee required to cover the absence created by relieving for that shift.



21. TRANSFER OF EMPLOYEES

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

22. OVERTIME

22.1. Employees who work in addition to ordinary hours shall do so by prior agreement with management and shall be paid the same rate applying to ordinary hours in this agreement.

22.2. An overtime meal allowance is payable where approved by the employer.

23. CALL BACK

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

23.2. Where attendance is required by the employer for the purpose of:

- ◆ a disciplinary and/or a counselling interview
 - ◆ administrative procedures such as completing or attending to Workers' Compensation Forms, Accident Reports, or Break/Entry Reports,
- shall be at the expense of the employee.

24. PUBLIC HOLIDAYS

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

- ◆ New Year's Day,
- ◆ Australia Day,
- ◆ Good Friday,
- ◆ Easter Saturday,
- ◆ Easter Monday,
- ◆ Anzac Day,
- ◆ Queen's Birthday,
- ◆ Labour Day,
- ◆ Christmas Day
- ◆ Boxing Day

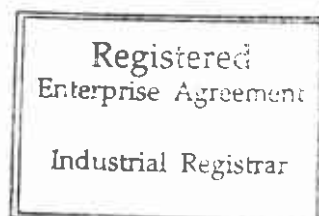
And, any day which may hereafter be proclaimed a public holiday throughout the State of NSW. Permanent and casual employees working on public holidays shall be paid the ordinary rate of pay for the hours that fall within those of the public holiday.

25. ANNUAL LEAVE

25.1. All employees (with the exception of casuals) shall be entitled to 20 days annual leave in accordance with the Annual Holidays Act 1944 (NSW) and shall receive payment for annual leave periods calculated at the ordinary rate of pay.

25.2. Where a permanent employee is terminated for any reason by either party, and at the time of such termination the employee has not been given, and has not taken the whole of any annual leave to which the employee has become entitled (employees only become entitled to annual leave for each completed year of service), then the employee shall be paid for all such untaken annual leave at the ordinary rate of pay.

25.3. For an incomplete year of service employees are not entitled to payment.



26. ANNUAL LEAVE LOADING

A component for Annual Leave Loading has been incorporated into the ordinary rate of pay and no additional amount is payable.

27. LONG SERVICE LEAVE

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

28. SICK LEAVE

28.1. Paid Sick Leave

An employee who is unable to attend for duty during ordinary working hours by reason of personal illness or incapacity not due to the employee's own serious and wilful misconduct, shall be entitled to be paid at the ordinary rate of pay.

28.2. Workers' Compensation

The employee is not entitled to paid sick leave for any periods in respect of which there is entitlement to payment under the Workers' Compensation Act 1987 (NSW).

28.3. Notification

The employee shall, no less than 4 hours prior to commencement of a shift, inform the employer of such employee's inability to attend for duty, and state the nature of the injury or illness and the estimated duration of absence.

28.4. Failure to Notify

28.4.1. Where an employee does not notify the employer of the employee's inability to attend for duty prior to the commencement of the shift in accordance with the previous sub-clause, the employee shall not be entitled to payment for the first eight hours of such absence.

28.4.2. However, in cases of accident or incapacity to notify, and to receive payment for the above, the employee shall provide reasonable proof that he/she was unable to attend for duty on account of such incapacity or illness.

28.5. Proof of Illness

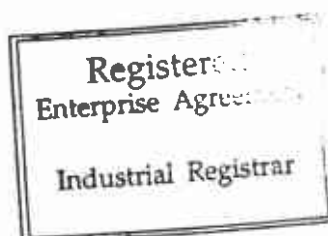
The employee shall provide the employer such evidence, as the employer may desire that the employee was unable by reason of such illness or injury to attend for duty on the day or days for which sick leave is claimed.

28.6. Entitlement

Employees shall be entitled to 5 days sick leave per year. Sick leave will not be paid to casuals or employees who are still on probation. Sick leave shall accumulate from year to year and can be claimed by the employee in any subsequent year of employment.

28.7. Attendance at Hospital

A permanent employee suffering injury through an accident arising out of and in the course of such employee's employment (not being an injury in respect of which there is entitlement to Workers' Compensation) necessitating attendance during working hours of a doctor, chemist or trained nurse, or at a hospital, shall not suffer any deduction from pay for the time (not exceeding four hours) so occupied on the day of the accident and shall be reimbursed for all expenses reasonably incurred in connection with such attendance including fares.



29. FAMILY LEAVE

29.1. Use of Sick Leave

29.1.1. An employee, other than a casual employee, with responsibilities for the person(s) listed below who needs the employee's care and support, shall be entitled to use any current or accrued sick leave entitlement for absences to provide care and support for such person(s) when they are ill. Such leave may be taken for of a single day.

- ◆ a spouse of the employee; or
- ◆ a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- ◆ a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- ◆ a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- ◆ a relative of the employee who is a member of the same household, where for the purposes of this clause:
 1. "relative" means a person related by blood, marriage or affinity;
 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 3. "household" means a family group living in the same domestic dwelling.

29.1.2. The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

29.1.3. An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

29.2. Unpaid Leave for Family Purpose

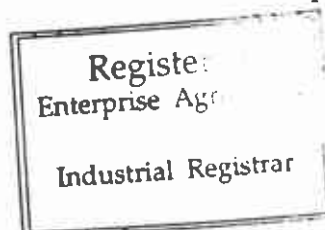
An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in this clause.

29.3. Annual Leave

An employee may elect, with the consent of the employer, to take annual leave not exceeding five days in single days or part thereof, in any calendar year at a time or times agreed by the parties.

29.4. Time off in lieu of Payment for Overtime

An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed within 12 months of the said election. Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked. If the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.



- 29.5. **Make-up time**
An employee may elect, with the consent of their employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this award, at the ordinary rate of pay.

30. **COMPASSIONATE LEAVE**

30.1. **Application**

An employee shall, on the death, within Australia, of the:

- ◆ wife,
- ◆ husband,
- ◆ father,
- ◆ mother,
- ◆ brother,
- ◆ sister,
- ◆ parent-in-law,
- ◆ grandparents,
- ◆ grandchildren,
- ◆ child or stepchild.

of the employee, be entitled to leave including the day of the funeral of such relation.

Such leave, for a period not exceeding two days in respect of any such death, shall be without loss of any ordinary pay which the employee would have received if the employee had not been on such leave.

An employee whose relative, as defined, dies outside Australia shall be entitled to leave of one day without loss of any ordinary pay, provided that such leave shall be extended to two days where the employee travels overseas to attend the funeral.

30.2. **Entitlement Conditions**

The rights to such paid leave shall be dependent on compliance with the following conditions:

- ◆ satisfactory evidence of such death shall be furnished by the employee to the employer; and
- ◆ the employee shall not be entitled to leave under this clause in respect of any period which coincides with any other entitlements under this award or otherwise.

30.3. **Interpretation:**

For the purpose of this clause, the words "wife" and "husband" shall include a person who lives with the employee as a de facto wife or husband including same sex partner.

31. **PARENTAL LEAVE**

An employee shall be entitled to Parental Leave in accordance with Part 4 of Chapter 2 of the Industrial Relations Act 1996.

32. **EQUIPMENT AND PROTECTIVE CLOTHING**

32.1. **Wet weather clothing**

An employee, who is required to work in wet conditions, shall be supplied with suitable wet weather clothing including a waterproof coat or cape, waterproof hat, trousers and boots. Such clothing shall remain the property of the employer and subject to the conditions as set out in clause 13 of this agreement.



32.2. Equipment

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

32.3. Firearms

An employee shall not carry firearms unless required to do so by the employer. Where an employee is so required, they shall be provided and maintained in a reasonable condition by the employer who also shall pay the gun licence fee.

32.4. Training

Where an employee is required by the employer to carry firearms, initial training in the use of such a firearm shall be provided, such time to be counted as time worked. Refresher courses shall be conducted at 12-monthly intervals. Such courses to count as time worked.

32.5. Property of the employer

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

33. ATTENDANCE AT COURT

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

34. PERFORMANCE MANAGEMENT

34.1. Policy

34.1.1. The parties to this agreement are committed to the principles of performance management and shall develop a company performance management policy and procedures for compliance.

34.1.2. The objective is to link employee goals and objectives with those of the company and provides recognition of high performance and early detection of performance not meeting expectations, to allow prompt remedial action to be taken.

34.1.3. It is an essential tool for the company to remain competitive and to more effectively meet the changing and diverse needs of its customers.

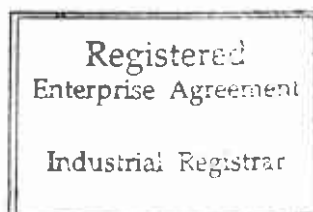
34.2. Performance Expectations

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

34.3. Poor Performance

Where results of appraisals show poor performance the following steps shall be taken:

- ◆ Supervisor to identify the problems with employee.
- ◆ Supervisor to assist the employee to rectify the poor performance.
- ◆ Performance closely monitored for an agreed period and then re-evaluated by supervisor.
- ◆ If performance improvement is not realised or insufficient, the employee shall be counselled and disciplinary action commenced where it is a dismissable offence under this agreement.



34.4. Recovery action

- 34.4.1. Where an employee has put the employer to unnecessary expense such as not showing up to work and having a replacement sent in his/her place, the cost of that expense shall be recouped from the employee through payroll deductions.
- 34.4.2. The employee shall be advised in writing of such action before it is taken to allow the opportunity for him/her to appeal the decision.

35. DISCIPLINARY PROCEDURE

- 35.1. Employees who are performing unsatisfactorily shall be counseled so they understand the standards expected of them and offered assistance and guidance to achieve the standards.
- 35.2. Supervisors shall keep confidential records of counseling sessions. Employee shall be given a copy of the written records and will have an opportunity to comment on its contents.
- 35.3. Employees, who at the end of a reasonable time period show no willingness to improve in the opinion of the supervisor, shall be given a final warning in writing. This notice will inform the employee that disciplinary action up to and including dismissal may be taken if the employee does not cease the unsatisfactory performance or behaviour immediately.
- 35.4. The employer at all time retains the right to summarily dismiss an employee for serious and wilful misconduct, or otherwise in accordance with the termination clause in this agreement.
- 35.5. At every stage of the disciplinary process, the employee has the right to have another employee or other representative present as a witness.

36. ENTERPRISE ARRANGEMENTS

The terms of any genuine arrangement agreed between the employer and an employee(s) shall substitute for the provisions of this agreement to the extent that they are contrary, provided that:

- ◆ Employees genuinely agree.
- ◆ Such arrangement is processed in accordance with this clause.
- ◆ Agreement to an arrangement shall not be unreasonably withheld, having regard to the productivity and efficiency of the enterprise and the interests of the employees.

36.1. Processing arrangements

Employee(s) shall be provided with the current provisions (e.g., award or industrial agreement) that apply at the place of work.

36.2. Recording arrangements

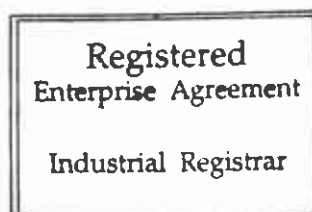
Where agreement to an arrangement is reached between the employer and permanent employee(s) under this agreement, it shall be committed to in writing.

36.3. Arrangement ratified

The arrangements for any classification in this agreement can be ratified through a consent application to the Industrial Relations Commission of NSW if the parties so agree.

36.4. Australian Workplace Agreements

Nothing in this agreement shall limit the parties from entering into a separate, legally binding contractual arrangements such as an Australian Workplace Agreement if the parties so agree.



- 36.5. No net disadvantage
No existing employee shall suffer a reduction in earnings as a direct result of any arrangement unless the arrangement otherwise provides or provides reasonable compensatory benefits.

37. INTRODUCTION OF CHANGE

37.1. Employer's Duty to Notify

Where the employer has made a definite decision to introduce major changes that will have a significant effect on the organisation, the employer shall notify the employees who may be affected by the proposed changes. Significant effects include:

- ◆ termination of employment,
- ◆ major changes in the composition, operation or size of the employer's workforce or in the skills required;
- ◆ the elimination or diminution of job opportunities, promotion opportunities or job tenure;
- ◆ the alteration of hours of work;
- ◆ the need for retraining or transfer of employees to other work or locations; and
- ◆ the restructuring of jobs.

37.2. Employer's Duty to Discuss Change

37.2.1. The employer shall provide the changes in writing to the employees concerned and what effect they are likely to have on the employees and the measures to be taken to avert or mitigate the adverse effects of such changes on employees. Then, as early as practicable after providing this information, discuss these changes with the employees affected.

37.2.2. The employer shall give prompt consideration to matters raised by the employees in relation to the changes. The employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

38. REDUNDANCY

38.1. Termination of Employment

Where the employer is no longer able to sustain a position(s) as a result of contracts expiring, and not being renewed, or contracts being lost; and all avenues have been unsuccessfully explored to try and relocate the employee(s) in the position elsewhere in the company, the employer shall hold discussions with the employee(s) directly affected as soon as is practicable regarding termination of employment.

38.2. Severance Pay

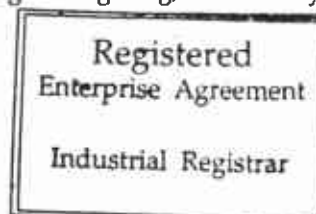
In addition to the period of notice prescribed for ordinary termination in this agreement, and subject to further order of the Commission, an employee whose employment is terminated for reasons in this clause shall, subject to the employers capacity to pay, consider an appropriate amount of severance in recognition for a continuous period of service.

38.3. Employees with Less Than One Year's Service

This clause shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

38.4. Employees Exempted

This clause shall not apply where employment is terminated as a consequence of conduct that justified instant dismissal, including malingering, inefficiency or neglect of duty, or in



the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specified task or tasks for a period of less than 12 months.

38.5. Employers Exempted

Subject to an order of the Commission, in a particular redundancy case, this clause shall not apply to employers who employ less than 15 full time permanent employees. At the time of the making of this agreement, the company employed less than 15 full time permanent employees, therefore this clause is inactive until such time as the company employs 15 or more full time staff.

38.6. Incapacity to Pay

Where necessary in the future, the employer, in any particular redundancy case, shall make application to the Commission to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

39. DISPUTES PROCEDURE

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

39.1. Step 1

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

39.2. Step 2

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

39.3. Step 3

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

39.4. Normal Work

During this procedure normal work shall continue.

40. NO DURESS

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



41. PART A

41.1. Rates Of Pay

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

Classification	Ordinary Rates of Pay as at 1 st July 1999 Permanent Employees		Ordinary Rates of Pay as at 1 st July 1999 Casual Employees
	Full time	Part time	Casual
Security Officer			
Level 1	\$12.05	\$12.05 (pro-rata)	\$14.00
Level 2	\$12.35	\$12.35 (pro-rata)	\$16.00
Level 3	\$12.65	\$12.65 (pro-rata)	\$18.00

42. SIGNATORIES


This agreement is made on the _____ day of _____ 1999 between Quantum Security and employees of the Company. Signatures of the parties to the Agreement appear below:

Peter Kalantzis
Director


.....
Signature

10.9.99
.....
Date

Joe Merhi
Director


.....
Signature

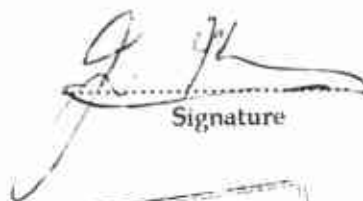
3/9/99
.....
Date

Greg Pinkerton
Employee Representative


.....
Signature

12.9.99
.....
Date

John Mansour
Employee Representative


.....
Signature

.....
Date

Mike Dennis
Employee Representative


.....
Signature

3/9/99
.....
Date