

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

s.170LJ - Agreement with organisations of employees (Division 2)

Chubb Security Services Limited and Australian Municipal, Administrative, Clerical and Services Union

(AG2006/3870)

**CHUBB SECURITY SERVICES LIMITED CASH ROOM OPERATIONS (VICTORIA)
ENTERPRISE AGREEMENT 2006-2009**

Clerical industry

COMMISSIONER RICHARDS

BRISBANE, 5 APRIL 2006

CERTIFICATION OF AGREEMENT

In accordance with section 170LT of the *Workplace Relations Act 1996*, the Commission hereby certifies the attached written agreement.

This agreement shall come into force from 5 April 2006 and shall remain in force until 28 February 2008.

BY THE COMMISSION:

COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<Price code 51>

**CHUBB SECURITY SERVICES LIMITED CASH ROOM OPERATIONS (VICTORIA)
ENTERPRISE AGREEMENT 2006 - 2009**

1. Title

This agreement shall be referred to as the Chubb Security Services Limited Cash Room Operations (Victoria) Enterprise Agreement 2006 - 2009.

2. Arrangement

29. Accident Make -Up Pay Payment.....	38
36. Caring Responsibilities.....	42

3. Parties Bound

This Agreement is binding on:

(a) The Australian Municipal, Administrative, Clerical and Services Union (MEU/PS Victorian Branch), its officers and members ("the Union"); and

(b) Chubb Security Services Limited ("Chubb") in respect of employees of Chubb employed in Victoria (whether members of the Union or not) whose employment is regulated by the Clerical and Administrative Employees (Victoria) Award 1999, as varied from time to time ("the Award"), and whose workplace and/or operation is located at:

(i) 352 Macaulay Road, Kensington;

(ii) 217 Osbourne Avenue, Clayton South;

(iii) 105 Balliang Street, South Geelong;

(iv) Lot 5 Trafalgar Street, Wodonga; and

(v) Such other sites in Victoria which may become operational from time to time and where work is performed within the terms of this Agreement.

4. Period of Operation

The nominal period of operation shall be 36 months and the Agreement shall operate on and from 1st March 2006 and expire on the 28th February 2009.

5. Objectives

The objective of this Agreement is to provide a sound foundation for:

- Contract retention, future business development and strong growth by Chubb.
- Job security for employees.
- A good return on investment for Chubb.
- Good wages and other benefits for employees.
- Ongoing effective training and development of employees.
- A safe, healthy and efficient work environment.
- The successful introduction of new technology and change.
- The removal of limitations and restrictive work practices.

Nothing in this Agreement overrides any separate agreement relating to limited tenure employment, fixed or maximum term employment, temporary employment or specific purpose employment. This provision does not contemplate 'Australian Workplace Agreements'. Chubb recognises the mutual benefits of collective bargaining. Chubb's rights at law are reserved.

6. Relationship to Previous Agreements and the Award

This Agreement replaces all previous agreements and shall be read and interpreted wholly in conjunction with the Clerical and Administrative Employees (Victoria) Award 1999 as varied from time to time ("the Award"), provided that this Agreement will:

(a) prevail to the extent of any inconsistency with the Award; but

(b) not reduce or limit any right, benefit, remedy, discretion, authority or power available to Chubb under the Award.

All prior agreements forever cease to be in operation upon the certification of this Agreement, even if this Agreement's operation should at some stage be terminated by order of the Commission.

7. Employment Categories

7.1 Employment categories in this agreement are:

- full-time employees
- casual employees
- part-time employees

7.2 At the time of engagement the employer will inform each employee of the terms of their engagement and in particular whether they are to be full-time, part-time or casual.

7.3 An employee (other than a casual employee) shall be deemed to be employed by the week. An employee working the number of hours (not exceeding thirty eight) prescribed by the employer as a full week's work shall be paid the full weekly wage fixed in Appendix 1 Rates of Pay and Clause 9 Classifications. Except part-time employees who shall be paid in accordance with this clause.

7.4 Full-time employment : Any employee not specifically engaged as being a part-time or casual employee is for all purposes of this Agreement a full-time employee, unless otherwise specified in the agreement.

7.5 Casual employment:

7.5.1 A casual employee is an employee engaged as such.

7.5.2 A casual employee shall be paid per hour at the rate of 1/38th of the weekly rate prescribed for the class of work performed, plus 25%. Casual employees may also, at the election of the employer receive a further one-twelfth of the appropriate hourly rate payable to a weekly employee in lieu of annual leave entitlements.

7.6 Part-time employment: A part-time employee is an employee who:

7.6.1(a) works less than full-time hours of 38 hours per week; and

7.6.1(b) has reasonably predictable hours of work; and

7.6.1(c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

7.6.2 At the time of engagement the employer and the part-time employee will agree in writing, on a pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.

7.6.3 Changes in weekly rosters shall only be made following consultation with the employee and shall require one week's notice in advance of the first changed hours or days.

7.6.4 Any agreed variation to the regular pattern of work will be recorded in writing.

7.6.5 An employer is required to roster a part-time employee for a minimum of six consecutive hours on any shift. By agreement between the parties this may be varied for the purposes of Public Holiday work.

7.6.6 An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee, unless otherwise specified in this Agreement.

7.6.7 All time worked in excess of the hours as mutually arranged will be overtime and paid for at the appropriate overtime rate.

7.6.8 A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.

8. Termination of Employment

8.1 Notice of termination by employer

8.1.1 In order to terminate the employment of a full-time or part-time employee the employer shall give to the employee the period of notice specified in the table below:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

8.1.2 In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

8.1.3 Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

8.1.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

8.1.4(a) the employee's ordinary hours of work (even if not standard hours); and

8.1.4(b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and

8.1.4(c) any other amounts payable under the employee's contract of employment.

8.1.5 The period of notice in this clause does not apply:

8.1.5(a) in the case of dismissal for serious misconduct;

8.1.5(b) to employees engaged for a specific period of time or for a specific task or tasks;

8.1.5(c) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or

8.1.5(d) to casual employees.

8.2 Notice of termination by an employee

8.2.1 The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

8.2.2 If an employee fails to give the notice set out in 8.1.1 then the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under 8.1.4.

8.3 Job search entitlement

Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

8.4 Summary dismissal

The period of notice in this clause shall not apply in the case of summary dismissal.

8.5 Transmission of business

Where a business is transmitted from one employer to another, as set out in Appendix 2 - Redundancy of this Agreement, the period of continuous service that the employee had with the transmitter or any prior transmitter is deemed to be service with the transferee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect

of which notice has already been given or paid for.

9. Classifications

9.1 Grade 1 Clerical assistant

9.1(a) Employees in this grade perform and are accountable for clerical and office tasks as directed within the skill levels set out. They work within established routines, methods and procedures. Supervision is direct.

Employees shall be graded at this level where the principal functions of their employment, as determined by the employer, require the exercise of any one or more of the skill levels set out below.

Employees may be required to train other employees in the skills of their own grade by means of personal instruction and demonstration.

9.1(b) Machine operation - skill level 1

Operate telephone/intercom systems, telephone answering machines, facsimile machines, photocopiers, franking machines and guillotines.

9.1(c) Information handling skills - skill level 1

Receive, sort, open, distribute incoming mail, process outgoing mail, receive incoming and dispatch outgoing courier mail, deliver messages and documents to appropriate persons/locations. Prepare and collate documents. Sort and file documents/records accurately in correct location/sequence using an established paper based filing system.

9.1(d) Enterprise/industry, specialist skills - skill level 1

Acquire and apply a limited knowledge of office procedures and requirements.

9.2 Grade 2 clerical officer

9.2(a) Employees in this grade perform clerical and office tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 1. They are responsible and accountable for their own work which is performed within established routines, methods and procedures.

Supervision is routine.

Employees shall be graded at this level where the principal functions of their employment, as determined by the employer, require the exercise of any one or more of the skill levels set out below.

Employees may be required to train other employees in the skills of their own grade and below by means of personal instruction and demonstration.

9.2(b) Machine operation - skill level 2

Operate adding machines, switchboard, paging system, telex machine, typewriter and calculator.

9.2(c) Computer - skill level 1

Use knowledge of keyboard and function keys to enter and retrieve data through computer terminal.

9.2(d) Keyboard typing - skill level 1

Copy type at 25 words per minute with 98% accuracy.

9.2(e) Information handling skills - skill level 2

Maintain mail register and records. Maintain established paper-based filing/records systems in accordance with set procedures including creating and indexing new files, distributing files within the organisation as requested, monitoring file locations. Transcribe information into records, complete forms, take telephone messages.

9.2(f) Enterprise/industry, specialist skills - skill level 2

Acquire and apply a working knowledge of office or sectional operating procedures and requirements. Acquire and apply a working knowledge of the organisation's structure and

personnel in order to deal with inquiries at first instance, locate appropriate staff in different sections, relay internal information, respond to or redirect inquiries, greet visitors.

9.2(g) Business/financial skills - skill level 1

Keep appropriate records. Sort, process and record original source financial documents (e.g. Invoices, cheques, correspondence) on a daily basis; maintain and record petty cash; prepare bank deposits and withdrawals and do banking.

9.3 Grade 3 Clerical officer

9.3(a) Employees in this grade perform clerical and office tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 2.

They are responsible and accountable for their own work, which is performed within established guidelines, they exercise limited discretion within the range of their skill and knowledge.

Supervision is general.

Employees shall be graded at this level where the principal functions of their employment, as determined by the employer, require the exercise of any one or more of the skill levels set out below.

Employees may be required to train other employees in the skills of their own grade and below by means of personal instruction and demonstration.

9.3(b) Machine operation - skill level 3

Operate computerised radio telephone equipment, micro/personal computer, printing devices attached to personal computer, dictaphone equipment, typewriters.

9.3(c) Keyboard typing - skill level 2

Produce documents and correspondence using knowledge of standard formats, touch type at 40 words per minute with 98% accuracy, audio type.

9.3(d) Computer - skill level 2

Use one or more software application package(s) developed for a micro/personal computer to operate and populate a database, spreadsheet/worksheet to achieve a desired result; graph previously prepared spreadsheet; use simple menu utilities of personal computer. Following standard procedures or template for the preceding functions using existing models/fields of information. Create, maintain and generate simple reports. Use a central computer resource to an equivalent standard.

9.3(e) Word processing - skill level 1

Use one or more software packages to create, format, edit, proof read, spell check, correct, print and save text documents, e.g. standard correspondence and business documents. Apply additional functions such as search and replace, variable fonts, moving and merging across documents and simple maths.

9.3(f) Secretarial - skill level 1

Take shorthand notes at 70 words per minute and transcribe with 95% accuracy. Arrange travel bookings and itineraries, make appointments, screen telephone calls, follow visitor protocol procedures, establish telephone contact on behalf of executive.

9.3(g) Enterprise/industry, specialist skills - skill level 3

Apply a working knowledge of the organisation's products/services, functions, locations and clients. Respond to and act upon most internal/external inquiries in own function area.

9.3(h) Information handling skills - skill level 3

Use and maintain a computer-based record management system to identify, access and extract information from internal sources. Maintain circulation, indexing and filing systems for publications, review files, close files, archive files.

9.3(i) Business/financial skills - skill level 2

Maintain financial records and journals; collect and prepare time and wages records; prepare accounts payable for authorisation; respond to simple account queries from debtors; post transactions to ledger.

Employees holding a Certificate of Office & Secretarial Studies (TAFE) or accredited equivalent and who are required to use skills and perform tasks within the range of skills in Grade 3 shall be graded at Grade 3 or above.

9.4 Grade 4 Clerical officer

9.4(a) Employees in this grade perform clerical and office tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 3. They are responsible and accountable for their own work, and exercise discretion and initiative in the organisation of work within prescribed limits. Supervision is limited.

Employees shall be graded at this level where the principal functions of their employment, as determined by the employer, require the exercise of any one or more of the skill levels set out below.

Employees may be required to train other employees in the skills of their own grade and below by means of personal instruction and demonstration.

9.4(b) Keyboard typing - skill level 3

Format complex documents including technical data, technical language, tables, graphs, text design, indexing, variable type face; produce documents requiring specified form or to comply with regulations or standards.

9.4(c) Computer - skill level 3

Apply knowledge of intermediate functions to manipulate data, i.e. modify fields of information, develop new basic databases or spreadsheet models; spreadsheet, perform reconciliation.

9.4(d) Word processing - skill level 2

Use one or more software packages to apply advanced functions such as text columns, money columns, tables, e.g. to produce financial statements, printed forms, sorting, boxes, create displays of charts or graphs in report format, select style sheets appropriate to final presentation.

9.4(e) Secretarial - skill level 2

Take shorthand notes at 100 words per minute and transcribe at 95% accuracy; manage executive appointments; respond to invitations; organise internal meetings on behalf of executive; establish and maintain reference lists/personal contact systems for executives.

9.4(f) Enterprise/industry, specialist skills - skill level 4

Provide detailed advice and information on the organisation's products and services; respond to client/public/supplier and internal organisation inquiries, within own function area, using such techniques as personal interview and liaison; explain organisation's viewpoint to clients and appropriate persons; using knowledge of internal/external regulatory requirements related to own function area. Acquire and use specialist vocabulary, i.e. technical/medical/legal within the scope of this grade.

9.4(g) Information handling skills - skill level 4

Create new forms of files and records as required using computer-based records systems; e.g. customer/client/supplier and subscription lists. Access, identify, and extract information as required from external sources, e.g. databases, libraries, local authorities.

9.4(h) Business/financial skills - skill level 3

Prepare cash payment summaries and banking reports; apply purchasing and inventory control requirements; reconcile debtors, creditors and general ledger accounts to balance; follow-up unpaid accounts by telephone liaison/interview, prepare documentation on overdue accounts for senior officers or referral to debt recovery processes; calculate wage and salary requirements including tax, superannuation and other deductions and transfer payments for authorisation; calculate stock valuations; prepare bank reconciliations; calculate costings using established formulae for all inputs and margins.

9.4(i) Supervisory - skill level 1

Allocate work tasks to individuals, check work progress and correct errors.

9.5 Grade 5 administrative officer

9.5(a) Employees in this grade perform clerical and administrative duties using a more extensive range of skills and knowledge at a level higher than required in Grade 4. They are responsible and accountable for their own work, and may have limited responsibility for the work of others. They exercise initiative, discretion and judgement within the range of their skills and knowledge.

Supervision is minimal. Employees shall be graded at this level where the principal functions of their employment, as determined by the employer, require the exercise of any one or more of the skill levels numbered set out below.

Employees may be required to train other employees in the skills of their own grade and below by means of personal instruction and demonstration.

9.5(b) Computer - skill level 4

Use a variety of application software packages within a micro/personal computer network including importing data from one package to another. Evaluate usefulness or applicability of software programs (using existing software programs) and recommend preferred solutions to meet new or different application requirements. Use advanced spreadsheet functions (e.g. Macro functions etc) to enhance operation of the spreadsheet. Use a central computer resource to an equivalent standard.

9.5(c) Word processing - skill level 3

Use all preceding word processing functions and integrate word processing software with other application software packages to produce complex text and data documents. Apply knowledge of desktop publishing to integrate complex documents. Apply advanced functions including Macros, moving columns for complex formatting of documents such as multi-column reports and presentations, including booklets. Apply complex maths functions.

9.5(d) Secretarial - skill level 3

Take shorthand notes at 120 words per minute and transcribe at 95% accuracy; attend executive/organisational meetings and take minutes; answer executive correspondence from verbal or rough handwritten instructions; organise teleconferences.

9.5(e) Enterprise industry, specialist skills - skill level 5

Apply detailed knowledge of the industry in which the organisation operates to complex issues/arrangements in such areas as consumer/client services, special products/service knowledge, and respond within established internal/external regulatory parameters and policies. Indicative Specialist Skills Include; apply detailed knowledge of customs law and regulations to overseas sales and ordering. Apply detailed knowledge of inventory/stock requirements to obtain competitive quotations and initiate purchasing. Apply detailed knowledge of internal/external regulatory parameters and policies relating to industrial employment law, occupational health and safety, workers compensation claims procedures, superannuation requirements.

9.5(f) Information handling skills - skill level 5

Develop, plan and implement new paper based/manual filing records systems for the enterprise; assist in separate undertaking research (locate/solicit, summarise/extract and interpret information) related to function areas.

9.5(g) Business/financial skills - skill level 4

Post transactions to ledger and prepare a trial balance; prepare end of the period adjustments and transfers using general journal; prepare financial/tax schedules for periodic tax requirements such as payroll, sales and group tax returns; reconcile general ledger accounts; determine costings by calculating input costs and margins.

Apply detailed knowledge of organisations credit terms to new accounts and to following up significant debtors, prepare periodic debtor statements.

9.5(h) Supervisory - skill level 2

Resolve operational problems for staff in lower grades, coordinate work flow within a section or unit, and counsel and advise staff who are under routine supervision.

9.6 Grade 6 administrative officer

9.6(a) Employees in this grade perform clerical and administrative duties using a more extensive range of skills and knowledge at a level higher than required in Grade 5. They are responsible and accountable for their own work, and may have responsibility for the work of a section or unit. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is by means of reporting to more senior staff as required.

Employees shall be graded at this level where the principal functions of their employment, as

determined by the employer, require the exercise of any one or more of the skill levels set out below.

Employees may be required to train other employees in the skills of their own grade and below by means of personal instruction and demonstration.

9.6(b) Computer - skill level 5

Operating/coordinating a group of computers such as a small multi-user system or a large group of personal computers which may include operating a help desk, running and monitoring batch jobs and performing regular back-ups and restores.

9.6(c) Enterprise/industry, specialist skills - skill level 6

Apply knowledge of the organisation's objectives and performance, and apply specialist knowledge, in areas such as projected growth, product trends and general industry conditions, examples include: knowledge of competitors and major clients market structure in the performance of own responsibilities; import/export activities. Indicative Specialist Skills Include; Use knowledge of basic statistics to interpret data from spreadsheets, statistical tables, graphs and frequency tables in the performance of own responsibilities. Administration of workers compensation claims, insurance and disputed claims.

9.6(d) Supervisory - skill level 3

Plan and organise work priorities of a unit or section; re-schedule workloads as necessary and resolve operational problems for unit or section; monitor work quality of those supervised; use observations, diagnosis and intervention skills to ensure unit/section meets objectives; organise and chair necessary work meetings/conferences; assist in planning future sectional/office organisational resources and equipment needs.

9.6(e) Business/financial skills - skill level 5

Administer individual salary packages, travel expenses, allowances and company transport. Administer specialist salary and payroll requirements, e.g. Eligible Termination Payments, Superannuation Trust Deed Requirements, Redundancy Calculations, Maintenance Support Schemes, etc.

9.6(f) Secretarial - skill level 4

As well as having shorthand skills of Skill Level 3, arrange conferences and external meetings, including venues, agendas, documentation, audio-visual requirements, catering, transport and accommodation; originate executive correspondence; assist executive in preparing, attending and following up appointments, interviews, meetings, etc; assume responsibility for Designated areas of executive's work, on delegated authority.

9.7(c) Definitions - supervision

Employees in Grades 1 to 5 are subject to supervision, defined as follows:

9.7(c)(i) Direct ; the employee receives detailed instructions on work to be performed and is subject to frequent personal progress checks.

9.7(c)(ii) Routine ; the employee receives broad instructions on work to be performed except when new or unusual features require more specific instructions. Work in progress is checked intermittently whilst all work is checked on completion.

9.7(c)(iii) General ; the employee receives specific instructions only when new procedures or tasks are involved. Work is checked on completion.

9.7(c)(iv) Limited ; the employee is subject to work checks which are generally confined to establishing that satisfactory progress is being made. Work is reviewed on completion.

9.7(c)(v) Minimal ; the employee is subject to final review/report back on work and may receive assistance with specific problems.

9.8 The parties agree that during the life of this Agreement the classifications contained in 9.1, 9.2, 9.3, 9.4, 9.5, 9.6 and 9.7 shall be reviewed. This review shall be conducted via the Consultative Committee.

10. Employees' Duties

(a) Every employee must at all times:

- perform his/her duties with due care and diligence;
- comply with the lawful instructions of management;
- not engage in inappropriate behaviour; and
- comply with policies, procedures and rules in operation from time to time.

(b) In respect of policies, procedures and rules, subject to the law these may deal with such matters as safe work practices; personal grooming and appearance; clothing and footwear; attendance at training programs; searching of bags if brought into a secured area and reasonable search of lockers and person; behaviour and performance standards; consumption of alcohol; unauthorised absences; provision of full and accurate information; and, specific work practices. If at any stage an employee is in doubt about current requirements, then he/she must seek clarification from his/her supervisor without delay.

(c) All meetings between the employees and the union about the agreement or any other matters pertaining to the relationship between the employer and its' employees, during working time must be at an agreed time, for a short duration and without disruption to the operations of the business.

11. Payment of Wages & Expenses

i. The costs of license fees and laundering of uniforms are to be borne by the employee.

ii. The payment of wages will be by Electronic Funds Transfer.

iii Wages shall be paid either:

- according to the actual ordinary hours worked each week; or
- according to the average number of ordinary hours worked each week.

iv By agreement between the employer and the majority of employees wages may be paid fortnightly or monthly.

12. Wage Increases

The rates of pay applicable under this Agreement are contained at Appendix 1. The following payments and wage increases will apply:

(a) wage increase of 3 per cent to the weekly ordinary rate of pay will apply from the first full pay period to commence on and after 1 March 2006.

(b) A second and further wage increase of 3 per cent to the weekly ordinary rate of pay will apply from the first full pay period to commence on and after 1 March 2007.

(c) A third and further wage increase of 3 per cent to the weekly ordinary rate of pay will apply from the first full pay period to commence on and after 1 March 2008.

The above-referred rates of pay and adjustments shall be in lieu of all award and non-award wage rates and increases (including Fair Wage Commission adjustments and the like) that would otherwise apply.

13. Higher Duties

Employees will perform a broad range of duties which may from time to time require an employee to assist or work in an area other than that in which the employee usually works e.g. coin room / administration. If applicable, then the Higher Duties provision of this Agreement will apply. Employees are committed to the development of a flexible and skilled workforce. In this

respect, there will be no restrictive work practices or demarcation barriers. Qualified cash or coin room employees may from time to time be engaged on road crew and vice versa or on other duties as directed and the higher rate of pay will apply while so engaged in accordance with the terms of this Agreement.

14. Meal Allowance

14.1 An employee shall be supplied with an adequate meal where an employer has its own cooking and dining facilities or shall be paid meal money in addition to any overtime payment as follows:

(a) When required to work not less than one hour of overtime (Monday to Friday inclusive) and such overtime finishes one and a half hours after the normal finishing time or five hours after the preceding meal break, whichever first occurs, or in the case of a shift worker when the overtime work on any shift exceeds one hour - \$10.50. Provided that where such overtime work exceeds four hours a further meal allowance of \$8.40 shall be paid.

(b) When required to work more than five hours overtime on a Saturday or a Sunday, or more than five hours by a shift worker on the rostered day off - \$10.50 and a further \$8.40 when required to work more than nine hours on such day.

14.2 These foregoing provisions shall not apply where an employee could reasonably return home for a meal within the period allowed.

14.3 On request, meal money shall be paid on the same day as overtime is worked.

14.4 The amounts prescribed in 14.1 shall be indexed in accordance with increases provided for in this Agreement.

15. Personal Protective Equipment

Where required, personal protective equipment shall be provided free of charge by the employer.

16. Superannuation

16.1 Employees shall be entitled to employer funded superannuation payments in accordance with the Superannuation Guarantee Act 1992 and its subsequent amendments.

16.2 Contributions levels are determined by the SGA (currently at the rate of 9%) and may be increased from time to time in accordance with changes to the SGA.

16.3 Employees are eligible to exercise the right to change superannuation funds in accordance with Choice of Fund legislation and Chubb Company policy, subject to their nominated fund being a complying fund.

17. Hours of Work and Shift Arrangements

(i) Spread of Hours: The spread of ordinary hours will be 6.00 am to 8.00 pm, Monday to Friday inclusive. The spread of ordinary hours may be varied by agreement between management and an individual employee in respect of that employee's hours of work.

(ii) Ordinary Hours Worked on a Weekend: Ordinary hours may be worked by an employee on a weekend by agreement between an employee and his/her supervisor and will be paid at time and a half for work performed on Saturday and double time for work performed on Sunday.

(iii) Four Day Week: The ordinary hours for full-time employees can be increased to ten (10) ordinary hours on any day (inclusive of RDO accruals), by agreement with individual employees.

(iv) Six Hour Shift: Where a part-time employee is rostered to work more than 5 hours but less than 6 hours exclusive of unpaid breaks on any particular day, the 30 minute unpaid meal/lunch break will not apply. Such employees will be entitled to a 15 minute paid break at a time determined by management. From time to time management may prefer and direct an

employee to take breaks in accordance with business requirements rather than as provided by this sub-clause.

(v) Eight Hour Shift: Where an employee is rostered to work an 8 hour shift, such employee shall be entitled to a 30 minute unpaid meal/lunch break in addition to two 10 minute paid breaks at a time determined by management. It is intended that one 10 minute break shall be taken between the start of shift and the unpaid meal break, and the further 10 minute break shall be taken between the unpaid meal break and the completion of the shift.

(vi) Non-Consecutive Days Off: Ordinary hours of work may be worked by agreement between an employee and his/her supervisor on any combination of days in the week, including Saturday and Sunday, thus allowing for non-consecutive days off.

(vii) Change to Start Time: An early start without attracting overtime penalty, extra meal breaks or meal money may apply provided an employee is notified by end of work on previous day or shift, or where an individual employee agrees to commence work earlier than his/her normal rostered commencement time. Hours worked outside the spread of hours contained at sub-clause 2(a)(i) or such other spread of hours as agreed between management and the individual employee will be paid at overtime rates under these circumstances. This arrangement should only occur on rare occasions, and if such requests for an early start become frequent any complaint may be dealt with via the dispute settlement procedure.

(viii) Rotating 6.00 am Starts: Where work is scheduled to commence at 6.00 am on any particular day in accordance with a roster, employees may work where agreed by management under this arrangement on a rotating basis over each fortnight.

(ix) Late Starts: Hours worked following an employee's late attendance for work will attract ordinary time rates for balance of normal duration of ordinary time period, providing work is available or continues, i.e. no wages recovery through undue overtime earnings.

(x) Special Morning Shift: A morning shift may be introduced and operate commencing after midnight but no later than 6.00 am and finishing before midday. The morning shift allowance is an additional 15 per cent of the ordinary hourly rate for all hours worked. This shift allowance is paid in lieu of all other allowances, penalties or loadings. Casual employees working morning shift will receive the shift allowance in addition to the casual loading. Where overtime applies in relation to either casual or weekly employees, the overtime penalty or weekend rate is paid in substitution for the shift loading and where applicable the casual loading. Staffing on morning shift will be only a voluntary basis.

(xi) Change of Shift: Subject to compliance with Agreement regarding consecutive hours off duty, notification may be given by end of work on previous day or shift (or where 'individual genuinely agrees to lesser notice) of transfer between day work and shift work, or between shift rosters. Should this arrangement be relied upon on a frequent basis, and is considered unreasonable in the circumstances an employee may seek to resolve any difficulty in accordance with the dispute settlement procedures of this Agreement.

Employees employed prior to the finalisation of the 2001 EBA will continue to maintain access to the best possible daytime hours on the roster. Employees employed after this date are generally done so on the basis that their employment may vary between daytime and nighttime hours.

(xii) Casual Hours of Work: A casual employee for all hours worked within the spread of hours will be paid at the casual rate of pay for all time worked up to 10 hours.

18. Overtime

(i) Employees attend for work on each day with an expectation that they may be required to work reasonable overtime on that day. Where an employee is unable to work overtime on occasion, he or she will promptly inform management. An employee is required to inform management at least one day prior to the day upon which the overtime may be or scheduled to be worked.

(ii) Every effort will be made where practicable and in consideration of operational requirements to accommodate an employee's reasonable request for a release from working overtime. In the event of a dispute or difficulty the dispute settlement procedure will apply. An employee must not unreasonably refuse to work overtime.

(iii) Where a weekly employee works beyond their nominated finishing time and this overtime is approved by a supervisor, the employee will be paid at overtime rates for time so worked.

(iv) An employee will receive a meal allowance as set out in the Agreement where required to work more than one and a half (1.5) hours after their normal finish time, unless notified the day before of the requirement to work overtime.

19. Payment for Working Overtime

19.1 Employees working overtime:

(a) within the hours fixed in clause 17 - Hours of work (other than shift workers), of this Agreement but in excess of the employee's fixed ordinary hours of work on that day; or
(b) outside the hours fixed in clause 17 - Hours of work (other than shift workers), of this Agreement;

shall be paid time and a half for the first two hours and double time thereafter calculated on a daily basis

19.2 For the purposes of this clause hours fixed for an ordinary week's work shall mean the hours of work fixed in an establishment in accordance with the clause 17 - Hours of work, of this Agreement.

19.3 For the purposes of administering the provisions contained in this subclause, the minimum period for which an employee shall be paid overtime shall be one half hour per week.

19.4 An employee who works 38 hours in a five-day week shall be paid a minimum of three hours at overtime rates for work performed on a Saturday, provided that such employee is ready, willing and available to work such overtime.

19.5 All work done on Sundays and public holidays (other than shift workers) shall be paid for as follows:

- on a Sunday - double time.
- on a public holiday or a substituted day as provided in clause 18 - Public holidays of this agreement - all employees - double time and a half.

19.5.1 Provided that an employee required to work on a Sunday or public holiday or substituted day as provided in clause 17 - Public holidays of this Agreement shall be entitled to not less than four hours' pay at special rates provided the employee is available for work during such four hours.

19.6 Rest period after overtime

19.6.1 When overtime work is necessary it shall wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

19.6.2 An employee (other than a casual employee) who works so much overtime between the termination of the employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that the employee has not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released

after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

19.6.3 If on the instructions of the employer such an employee resumes or continues work without having had such ten consecutive hours off duty the employee shall be paid at double the ordinary time rate of pay until the employee is released from duty for such period and the employee shall then be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

19.6.4 Overtime worked in the circumstances specified in clause 19.7 hereof shall not be regarded as overtime for the purpose of this subclause.

19.6.5 The provisions of this subclause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:

(a) For the purposes of changing shift rosters; or

(b) Where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or

(c) Where a shift is worked by arrangement between the employees themselves.

19.6 When an employee has not substituted nor banked the rostered day off and therefore works overtime on the rostered day off, the rate of pay shall be calculated in accordance with the provisions of 19.1 hereof.

19.7 Where an employee is required to return to duty after the usual finishing hour of work for that day the employee shall be paid at the overtime rates prescribed in 19.6 hereof but shall receive a minimum payment as for three hours' work. Provided that this clause shall not apply where the work is continuous (subject to a meal break of not more than one hour) with the completion or commencement of ordinary working time.

19.8 An employee may elect, with the consent of Chubb, to take time off in lieu of payment for overtime at a time or times agreed between the parties and in accordance with:

(a) 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.

(b) Chubb shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in this Agreement, for any overtime worked under this subclause where such time has not been taken within four weeks of accrual.

19.9 Chubb may require an employee to work reasonable overtime at overtime rates..

19.9.1 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

(a) any risk to employee health and safety;

(b) the employee's personal circumstances including any family responsibilities;

(c) the needs of the workplace or enterprise;

(d) the notice (if any) given by Chubb of the overtime and by the employee of his or her intention to refuse it; and

(e) any other relevant matter.

20. Ordinary Time Rate of Pay

In respect of superannuation contributions, workers compensation payments, and payments due in respect of paid leave periods and public holidays, "ordinary time" pay shall be, subject to applicable legislation, calculated only on the basis of the employee's classification rate of pay under this Agreement and no more than a maximum of 38 hours per week, plus any applicable shift loading and weekly allowances in the Agreement, and exclude all extraneous allowances, loadings, RDO accruals, bonuses, Incentive payments and the like.

21. Breaks

21.1 Meal break

Subject to the provisions of clause 23 - Shift work of this Agreement, an unpaid meal period of not less than 30 minutes shall be allowed to each employee. Such meal period shall be taken

not later than five hours after commencing work and after the resumption of work from a previous meal break.

21.2 Rest break

21.2.1 All employees shall be allowed two rest intervals on each day as follows:

(a) the first of ten minutes to be allowed between the time of commencing work and the usual meal interval;

(b) the second of ten minutes to be allowed between the usual meal interval and the time of ceasing work for the day.

21.2.2 All employees who work more than four hours on a Saturday morning shall be allowed a rest period of ten minutes between the times of commencing work and finishing work.

21.2.3 Such intervals are to be counted as part of time worked.

22. Make-Up Time

An employee may elect, with the consent of the employer, to work 'make-up time' under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this Agreement.

23. Shift Work

23.1 Definitions

In this clause:

23.1.1 Afternoon shift means any shift finishing after 6.00 p.m. and at or before midnight.

23.1.2 Night shift means any shift finishing subsequent to midnight, and at or before 8.00 a.m.

23.1.3 Permanent night shift means a night shift which does not rotate with another shift or shifts or day work and which continues for a period of not less than four consecutive weeks.

23.2 Altering span of hours: By agreement between Chubb and the majority of employees concerned or in appropriate cases an individual employee, the span of hours over which shifts may be worked may be altered up to one hour at either end of the span.

23.3 Ordinary hours of work- shift work:

23.3.1 The ordinary hours of work for shift workers are to be an average of 38 per week and must not exceed 152 hours in 28 consecutive days.

23.3.2 By agreement between Chubb and the majority of employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is allowed over a period which exceeds 28 consecutive days but does not exceed twelve months.

23.3.3 Not more than ten ordinary hours shall be worked in any one day.

23.4 Hours, shift allowances, special rates, meal interval

23.4.1 Notwithstanding any other provisions of this Agreement an employee may be employed upon shifts, in which case the ordinary hours for a week's work shall be 38, and shall be performed in shifts not exceeding six shifts of ten hours each. A Sunday may be included.

23.4.2 Times of beginning and ending the shift of an employee may in any case be varied by agreement between Chubb and the employee or in the absence of agreement may be varied by at least one week's notice given by Chubb to the employee.

23.4.3 A shift worker employed on an afternoon shift or a night shift shall for work done during the ordinary hours of any such shift, be paid ordinary rates plus an additional 15% for afternoon or night shift, or an additional 30% for a permanent night shift.

23.4.4 A shift worker whose ordinary working period includes a Saturday, a Sunday or a public holiday (as prescribed in clause 18 - Public holidays of this Agreement) as an ordinary working day shall be paid at the rate of time and a half for such ordinary time as occurs on such Saturday, Sunday or public holiday.

23.4.5 Where ordinary shift hours commence between 11.00 p.m. and midnight on a Sunday or public holiday, the ordinary time so worked before midnight shall not entitle the shift worker to the Sunday or public holiday rate. Provided that the ordinary time worked by a shift worker on a shift commencing before midnight on the day preceding a Sunday or public holiday and

extending into a Sunday or public holiday shall be regarded as ordinary time worked on such Sunday or public holiday.

23.4.6 Twenty minutes shall be allowed to a shift worker for a meal during each shift before the expiration of five hours. Such meal break shall be counted as time worked.

23.5 Reasonable overtime

23.5.1 Chubb may require an employee to work reasonable overtime at overtime rates.

23.5.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- (a) any risk to employee health and safety;
- (b) the employee's personal circumstances including any family responsibilities;
- (c) the needs of the workplace or enterprise;
- (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (e) any other relevant matter.

23.6 Overtime

23.6.1 A shift worker for all time worked:

(a) in excess of the ordinary weekly hours fixed in this clause shall be paid time and a half for the first three hours and double time thereafter; or

(b) in excess of ordinary daily hours on an ordinary shift

shall be paid time and a half for the first two hours and double time thereafter.

23.7 Work on Saturday, Sunday or public holiday

A shift worker whose ordinary working period does not include a Saturday, a Sunday or a public holiday (as prescribed in clause 32 - Public holidays of this Agreement) as an ordinary working day shall, if required to work on any such day be paid double time for work done with a minimum payment of four hours at double time if the employee is available for work during such four hours. This provision for minimum payment shall not apply where the work on such day is continuous with the commencement or completion of the employee's ordinary shift.

23.8 Special rates not cumulative: The special rates herein prescribed are in substitution for and not in addition to the shift allowances prescribed.

24. Training

(i) Chubb maintains a high commitment to training of its personnel.

(ii) Chubb reaffirms its policy of providing necessary training for all employees to meet operational requirements. All Chubb required and approved training is to be provided at no cost to employees, with employees being paid the base rate for each hours participation. However, there shall be no payment for attending training outside ordinary rostered hours for acquisition or renewal of necessary licenses, certificates, i.e. "knowledge for time" exchange. Where practicable and provided there is no disruption to normal operations, training will be conducted in the period Monday to Friday.

(iii) Training will so far as practicable be provided during ordinary hours, however, voluntary Saturday training will be introduced for employees. Payment for training on Saturdays is limited to time and a half.

25. Annual Leave

25.1 Annual leave entitlement

Except as otherwise provided in this Agreement, every employee shall at the end of each year of employment by Chubb, become entitled to annual leave of four weeks on ordinary pay.

25.2 Taking of leave

25.2.1 This subclause shall apply to all annual leave, whether taken according to a roster, a close down, a part close down, or a part close down/part rostered leave.

25.2.2 Except where agreement is reached in accordance with 25.2.3 hereof, the annual leave shall be given and taken as directed by Chubb on the following basis:

(a) in one continuous period of four weeks; or

(b) in two separate periods, one of which shall be of at least two weeks' duration.

25.2.3 Notwithstanding 25.2.1 and 25.2.2 hereof, annual leave may be taken by agreement between Chubb and employee(s) in such number of periods of not less than one day, as may be mutually agreed.

25.3 Annual leave taken in advance

If the employee and Chubb so agree, the annual leave or either of such separate periods may be taken wholly or partly in advance before the employee has become entitled to the annual leave.

25.4 Annual leave must be taken within six months of falling due

The annual leave shall be given by Chubb and shall be taken by the employee before the expiration of a period of six months after the date upon which the right to such leave accrues.

25.5 Postponement may be agreed

By agreement between Chubb and the employee, annual leave may be taken at any time within a period of 24 months from the date at which it falls due.

25.6 Annual leave loading

25.6.1 When an employee proceeds on annual leave or part thereof in accordance with 25.2.2 hereof the employee shall receive a loading of 17.5%, calculated on the appropriate rate of wage prescribed in this Agreement.

25.6.2 In the case of a shift worker whose shift premiums according to roster or projected roster as prescribed by 25.4.2 hereof entitles the employee to a greater amount than the 17.5% loading then the shift loadings shall be added to the employee's ordinary pay in lieu of the annual leave loading.

25.6.3 The annual leave loading prescribed in this clause shall not apply to proportionate payment of leave on termination of employment.

25.7 Payment not to be made in lieu of leave

Except as provided in 25.13 hereof, payment shall not be made by Chubb to an employee in lieu of any annual leave or part thereof to which the employee is entitled under this Agreement, nor shall any such payment be accepted by the employee.

25.8 Time of taking leave

Except where the parties agree to a lesser period Chubb shall give each employee at least one month's notice of the date from which the annual leave shall be taken.

25.9 Payment for period of leave

Chubb shall pay each employee in advance before the commencement of annual leave the employee's ordinary pay for the leave period, and in the case of a shift worker shall include shift work premiums according to roster or projected roster including Saturday, Sunday or public holiday shifts.

25.10 Leave taken in advance

Where the annual leave or any part thereof has been taken before the right to the annual leave has accrued, the right to further annual leave shall not commence to accrue until after the expiration of the year of employment in respect of which the annual leave or part has been so taken.

25.11 Annual leave exclusive of public holidays

Where any trade or public holiday for which the employee is entitled to payment under any Act, this Agreement or under the contract of employment occurs during any period of annual leave taken by the employee under this clause, the period of the leave shall be increased by one day in respect of that trade or public holiday.

25.12 RDO's and annual leave

In respect of employees who accrue a rostered day off in their work cycle, the four weeks of annual leave shall be inclusive of all days off which accrue under this Agreement.

25.13 Entitlements on termination of employment

25.13.1 Where the employment of an employee who has become entitled to the annual leave provided by this Agreement is terminated and the employee has not taken any part of that leave, Chubb shall be deemed to have given annual leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee, in addition to all other amounts due to the employee, the employee's ordinary pay for the period of that annual leave.

25.13.2 This subclause applies with respect to every period of employment of an employee by Chubb which is less than one year, such period being computed from the date of the commencement of the employment or (where the employee has during the employment become entitled to any annual leave under the last preceding clause) computed from the date upon which the employee became entitled to that annual leave, or to the last annual leave as the case may be.

25.13.3 Where the employment of an employee is terminated by Chubb at the end of a period of employment to which this subclause applies, Chubb shall forthwith pay to the employee, in addition to all other amounts due to the employee, an amount equal to one-twelfth of the employee's ordinary pay for that period of employment.

25.13.4 Where annual leave or any part thereof has been taken in advance by an employee pursuant to 25.2.3 hereof and:

(a) the employment of the employee is terminated before the employee has completed the year of employment in respect of which such annual leave or part was taken; and

(b) the sum paid by Chubb to the employee as ordinary pay for the annual leave or part so taken in advance exceeds the sum which Chubb is required to pay to the employee under 25.5 hereof;

Chubb shall not be liable to make any payment to the employee under 25.5 hereof and shall be entitled to deduct the amount of such excess from any remuneration payable to the employee upon the termination of the employment.

25.14 Seven-day shift workers

25.14.1 In addition to the leave herein before prescribed, seven-day shift workers, that is shift workers who are rostered to work regularly on Sundays and public holidays, shall be allowed one week's leave including non-working days.

25.14.2 Where an employee with one year's continuous employment is engaged for part of the yearly period as a seven-day shift worker, the employee shall be entitled to have the period of annual leave hereinbefore prescribed increased by half a day for each month Chubb is continuously engaged as aforesaid.

25.14.3 In the case of an employee who is engaged for part of the any year of employment as a seven-day shift worker, and whose employment is terminated, the employee shall be paid in addition to any other amounts due to the employee an additional amount equal to one forty-eighth of the employee's ordinary pay in respect of the period of employment as a seven-day shift worker.

25.15 Payment of annual leave to casuals

The entitlement of a casual employee to annual leave under the Agreement may, at the election of Chubb (such election to be notified in writing to the employee) be paid to the employee by increasing the hourly rate of pay by one-twelfth of the appropriate ordinary hourly rate payable to a weekly employee.

25.16 Calculation of continuous service

For the purposes of this Agreement a year of employment shall be deemed to be unbroken notwithstanding:

25.16.1 any annual leave or long service leave taken therein;

25.16.2 any interruption or ending of the employment by Chubb if such interruption or ending is made with the intention of avoiding obligations in respect of annual leave or long service leave;

25.16.3 any absence from work of not more than fourteen days in the year of employment on account of sickness or accident;

25.16.4 any absence on account of leave (other than annual leave or long service leave) granted, imposed or agreed to by Chubb;

25.16.5 any absence on any other account not involving termination of employment.

25.16.6 In calculating a year of employment, any absence of a kind mentioned in paragraphs 25.16.1, 25.16.2 or 25.16.3 hereof shall be counted as part of the year of employment but in respect of absences of a kind mentioned in 25.16.4 and 25.16.5 hereof it will be necessary for the employee as part of the employee's qualification for annual leave to serve such additional period as equals the period of such absences.

26. Sick Leave

26.1 The employee shall notify their Manager or their immediate Supervisor at least one hour prior to their ordinary commencement time, and state the nature of the illness and the expected duration of the absence or when they will contact the Company next.

26.2 Employees shall prove to the satisfaction of the Company that they were sick. An employee is not entitled to sick leave for more than two non-consecutive single day absences in any one calendar year of service without the production of a certificate from a qualified medical practitioner. For the purposes of non-consecutive single day absences this includes part-shift absences after the third occasion.

26.3 Entitlement

Any employee other than a casual employee who, having had at least three months' service with the Chubb, is absent from duty as a result of personal ill health or accident shall be entitled to sick pay as follows:

(a) During the first year 3.16 hours' ordinary pay for each complete month of service.

(b) During any subsequent year of service, 61 hours' ordinary pay.

Provided that in either case such employee meets the provisions of clause 26.1 and 26.2 of this Agreement.

26.4 Sick leave is cumulative: If the sick leave as prescribed above is not taken in any year, it shall, provided an employee remains in the service of the Chubb or any successor of such employer, be cumulative from year to year.

26.5 Chubb shall not terminate the services of an employee during the currency of any period of sick leave with the object of avoiding its' obligations under this subclause.

26.6 Where an employee is sick or injured on the week day the rostered day off is to be taken in accordance with this Agreement, the employee shall not be entitled to sick pay nor will the employee's sick pay entitlement be reduced as a result of sickness or injury on that day.

26.7 Employees claiming sick leave on the day before or the day after a rostered day off taken in accordance with this Agreement, shall provide proof of illness or injury as prescribed in 26.2 hereof.

27. Family Leave

27.1 Use of sick leave

27.1.1 An employee, other than a casual employee, with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this sub-clause, any sick leave entitlement which accrues after the date of this order for absences to provide care and support for such persons when they are ill or who requires care due to an unexpected emergency.

27.1.2(a) The employee shall, if required, establish by production of a medical certificate, the illness of the person concerned.

27.1.2(b) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

27.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:

27.1.3(a) the employee being responsible for the care of the person concerned; and

27.1.3(b) the person concerned being either:

27.1.3(b)(i) a member of the employee's immediate family; or

27.1.3(b)(ii) a member of the employee's household.

27.1.3(c) The term **immediate family** includes:

27.1.3(c)(i) a spouse (including a former spouse a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means 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; and

27.1.3(c)(ii) a child or an adult (including an adopted child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

27.1.4 The 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 their 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.

27.2 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 to a family member who is ill. The employer and employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) per occasion, provided the requirements in 27.1.2 and 27.1.3 are met.

27.3 Annual leave

27.3.1 Notwithstanding the provision of this clause, an employee may elect, with the consent of the employer, to take annual leave in single periods not exceeding ten days in any calendar year at a time or times agreed between them.

27.3.2 Access to annual leave, as prescribed in 27.3.1 hereof shall be exclusive of any shutdown period provided for elsewhere under this agreement.

27.3.3 An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

27.4 Time off in lieu of overtime

27.4.1 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 with the employer.

27.4.2 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.

27.4.3 An employer shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the agreement, for any overtime worked under this subclause where such time has not been taken within four weeks of accrual.

27.5 Make-up time

An employee may elect, with the consent of the employer, to work 'make-up time' under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the agreement.

28. Parental Leave

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption

leave and to work part-time in connection with the birth or adoption of a child.

The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.

An eligible casual employee means a casual employee:

(a) employed by Chubb on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and

(b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

For the purposes of this clause, continuous service is work for Chubb on a regular and systematic basis (including any period of authorised leave or absence).

Chubb must not fail to re-engage a casual employee because:

(a) the employee or employee's spouse is pregnant; or

(b) the employee is or has been immediately absent on parental leave.

The rights of Chubb in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

An eligible casual employee employed by their current employer, on or prior to 1 January 1998, shall be entitled to parental leave under the term of the award as of 4 July 2001.

An eligible casual employee employed on or after 4 July 2001 shall be entitled to parental leave under the terms provided in this Agreement.

28.1 Definitions

28.1.1 For the purpose of this clause **child** means a child of the employee under school age except for adoption of a child where 'child' means a person under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

28.1.2 Subject to 28.1.3 hereof, in this clause, **spouse** includes a de facto or former spouse.

28.1.3 In relation to 28.5 hereof, **spouse** includes a de facto spouse but does not include a former spouse.

28.2 Basic entitlement

28.2.1 After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken.

Adoption leave may be taken in the case of adoption.

28.2.2 Subject to 28.3.6 hereof, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

(a) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;

(b) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

28.3 Maternity leave

28.3.1 An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

(a) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks;

(b) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.

28.3.2 When the employee gives notice under 28.3.1(a) hereof the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent

with her contract of employment.

28.3.3 An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

28.3.4 Subject to 28.2.1 hereof and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

28.3.5 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

28.3.6 Special maternity leave

(a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

(b) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

(c) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

28.3.7 Where leave is granted under 28.3.4 hereof, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

28.4 Paternity leave

28.4.1 An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:

(a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

(b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and

(c) a statutory declaration stating:

(i) except in relation to leave taken simultaneously with the child's mother under clause 28.2.2(a) or clause 28.6.1(a), that he will take the period of paternity leave to become the primary care-giver of a child;

(ii) particulars of any period of maternity leave sought or taken by his spouse; and

(iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

28.4.2 The employee will not be in breach of 28.4.1 hereof if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

28.5 Adoption leave

28.5.1 The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

28.5.2 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

(a) except in relation to leave taken simultaneously with the child's other adoptive parent under

clause 28.2.2(b) or clause 28.6.1(a), that the employee is seeking adoption leave to become the primary care-giver of the child;

(b) particulars of any period of adoption leave sought or taken by the employee's spouse; and

(c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

28.5.3 An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

28.5.4 Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

28.5.5 An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

28.5.6 An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

28.6 Right to request

28.6.1 An employee entitled to parental leave pursuant to the provisions of clause 28 may request the employer to allow the employee:

(a) to extend the period of simultaneous unpaid parental leave provided for in clause 28.2.2(a) and (b) up to a maximum of eight weeks;

(b) to extend the period of unpaid parental leave provided for in clause 28.2.1 by a further continuous period of leave not exceeding 12 months;

(c) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

28.6.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

28.6.3 Employee's request and employer's decision to be in writing

The employee's request and the employer's decision made under clauses 28.6.1(b) and 28.6.1(c) must be recorded in writing.

28.6.4 Request to return to work part-time

Where an employee wishes to make a request under clause 28.6.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

28.7 Variation of period of parental leave

Unless agreed otherwise between the employer and employee, where an employee takes leave under clause 28.2.1 and 28.6.1(b) an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements.

28.8 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or

long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under 28.6.

28.9 Transfer to a safe job

28.9.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

28.9.2 If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

28.10 Returning to work after a period of parental leave

28.10.1 An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

28.10.2 Subject to clause 28.10.3, an employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 28.9 hereof, the employee will be entitled to return to the position they held immediately before such transfer.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

28.10.3 An eligible casual employee who is employed by a labour hire company who performs work for a client of the labour hire company will be entitled to the position which they held immediately before proceeding on parental leave.

Where such a position is no longer available, but there are other positions available that the employee is qualified for and is capable of performing, the employer shall make all reasonable attempts to return the employee to a position comparable in status and pay to that of the employee's former position.

28.11 Replacement employees

28.11.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

28.11.2 Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

28.12 Communication during Parental leave

28.12.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

(a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

(b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

28.12.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

28.12.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 28.12.1.

29 Accident Make-Up Pay Payment

29.1 Accident pay

Where an employee becomes entitled to weekly compensation payments pursuant to the *Accident Compensation Act 1985* (the Act), Chubb will pay to the employee an amount equivalent to the difference between:

29.1.1(a) the level of weekly compensation and any weekly wages earned or able to be earned if partially incapacitated; and

29.1.1(b) the amount that would have been payable under this agreement for the classification of work if the employee had been performing their normal duties, provided that such rate shall exclude additional remuneration by way of attendance bonus payments, shift premiums, overtime payments, special rates, fares and travelling allowance or other similar payments.

29.1.1 (c) if the employee is granted sick leave and subsequently granted leave pursuant to XX.1 for the same injury Chubb shall restore to the credit of the employee the value of any sick leave taken for the injury.

29.1.1(d) the provisions of this clause also apply to casual employees.

29.2 Accident pay shall not apply:

29.2 (a) in respect of any injury during the first five normal working days of incapacity;

29.2 (b) to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks;

29.2.1 (c) where in accordance with the *Accident Compensation Act* a medical practitioner provides information to Chubb of an employee's fitness for work or specifies work for which an employee has a capacity and such work is made available by Chubb but not commenced by an employee.

29.2.2 Industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration shall not be subject to the accident pay unless the employee has been employed with Chubb at the time of the incapacity for a minimum period of one month.

29.2.3 The maximum period or aggregate of periods of accident pay to be made by Chubb shall be a total of 26 weeks for any one injury.

29.2.4 Where an employee receives a weekly payment under this section and subsequently such payment is reduced pursuant to the Act, such reduction will not render Chubb liable to increase the amount of accident pay in respect of that injury.

29.2.5 Entitlement to accident pay ceases on termination of the employee's employment, except where such termination:

29.2.6 (a) is by Chubb other than for reason of the employee's serious and/or wilful misconduct; or

29.2.7 (b) arises from a declaration of bankruptcy or liquidation of Chubb, in which case the employee's entitlement in the absence of agreement shall be referred to the Australian Industrial Relations Commission to determine.

30. Compassionate Leave

30.1 An employee shall be entitled to a maximum of two days without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of the employee's husband, wife, father, mother, brother, sister, child, stepchild or parents-in-law.

30.2 For the purposes of this subclause the words **wife** and **husband** shall include de facto wife or husband and the words **father** and **mother** shall include foster father or mother and step-father or mother.

30.3 Provided further, an employee shall be entitled to a maximum of two days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside of Australia of an employee's husband, wife, father or mother and where such employee travels outside of Australia to attend the funeral.

31. Jury Service

31.1 An employee required to attend for jury service shall be reimbursed by Chubb an amount equal to the difference between the amount paid in respect of the employee's attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.

31.2 An employee shall notify Chubb as soon as possible of the date upon which the employee is required to attend for jury service. Further the employee shall give Chubb proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

32. Rostered Days Off ("RDO")

i. Subject to agreement in accordance with clause 15 an option may be considered and agreed to discontinue RDOs where for commercial reasons continuity of the operation would be prejudiced.

ii. By agreement RDO or leave credits may be utilised at short notice (end of work on previous day or shift) in the event that sufficient work is not available or able to be performed (e.g. industrial action by other employees). Where an employee in these circumstances does not have sufficient hours accrued, then leave may be taken and debited against future leave entitlements. Agreement will not unreasonably be refused.

iii. RDOs need not apply where weekly ordinary hours are rostered over fewer than five days per week, e.g. four day week or nine day fortnight.

iv. No RDO will accrue for extended paid sick leave periods, i.e. for periods in excess of five calendar days.

v. In circumstances where an employee accumulates in excess of five (5) RDO's, then days in excess of five (5) may, by mutual agreement, be paid out at ordinary rates of pay.

33 Public Holidays

33.1 Where a weekly employee agrees public holidays (excluding Christmas Day and Good Friday) may be worked without penalty payment, provided a day is granted in lieu on a time-for-time basis, to be taken with annual leave. For example, where the Agreement prescribes a payment for hours worked on a public holiday as "in addition to ordinary hours an employee will be paid at time and a half for all hours worked on a public holiday", the employee would be entitled to 1.5 days off in lieu (where 8 hour day is actually worked on the public holiday) or paid at 1.5 times with one day off, whichever is agreed. Other arrangements may be agreed where the total benefit to the employee is not in effect eroded.

33.2 An employee other than a casual employee shall be entitled to public holidays on the following days:

(a) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and the following days, as prescribed in the relevant States, Territories and localities:

Australia Day, Anzac Day, Queen's Birthday and Eight Hour Day or Labour Day; and

(b) Melbourne Cup Day in the Melbourne metropolitan region or any other day in lieu thereof to be specified according to State, Territory or locality or on some other basis.

33.2 Substitution

33.2.1 When Christmas Day is a Saturday or a Sunday, a public holiday in lieu thereof shall be observed on 27 December.

33.2.2 When Boxing Day is a Saturday or a Sunday, a public holiday in lieu thereof shall be observed on 28 December.

33.2.3 When New Year's Day or Australia Day is a Saturday or Sunday, a public holiday in lieu

thereof shall be observed on the next Monday.

33.3 Where a full time employee's ordinary hours of work are structured to include a week day off and such day off falls on a public holiday the employee is entitled to a substitute day off on an alternative week day.

33.4 Any employee who fails to attend for work on the working day before and/or after a public holiday without reasonable excuse shall not be entitled to be paid for such holiday.

34. Extended Periods of Unpaid Leave

Where an employee in extraordinary circumstances is granted leave without pay for a period in excess of 7 days, such period of approved unpaid leave will not be counted towards an employee's length of service. For the purposes of long service leave, annual leave, RDO, sick leave, parental leave the period for which an employee is absent without pay must be made up and these before mentioned entitlements will cease to accrue for the period of approved unpaid leave. Notwithstanding, an employee's continuity of service is deemed to be unbroken by the unpaid absence from work in these circumstances. The granting of unpaid leave is at the sole discretion of management which will not be unreasonably withheld. Reasonable grounds must support an employee's request for unpaid leave. This sub-clause does not have the effect of granting an employee access to unpaid leave as of right.

35. Balancing Work & Family

(i) Casual Employees: Where a casual employee who has continuously worked an average 32 hours or more per week over the 6 months preceding a request to absent himself or herself from work in order to attend to pressing domestic or family circumstances, will where operationally practicable and where such absence is approved by management be able to or may be required to make-up the rostered hours of work so foregone during the current four week work cycle and at the casual rate of pay. This provision is intended to provide casual employees with the capacity to maintain his or her earnings, subject to the Company's ability to provide additional work. This provision will not have an effect of providing an employee with any payment for hours not actually worked i.e. paid leave.

(ii) Weekly Employees: Where any full-time or part-time employee is required for pressing domestic, family or personal reasons to take time off from work, he/she will where operationally practicable and where such absence is approved by management be able to or may be required to make-up rostered hours of work so foregone at the ordinary rate of pay during the then current four week cycle. This provision is intended to provide employees with the capacity to maintain his or her ordinary earnings, subject to the Company's ability to provide additional work. This provision will not have an effect of providing an employee with any payment for hours not actually worked i.e. paid leave.

Reasons for Absence: Management may at any time and at its discretion require proof or satisfactory evidence as to the reasons put forward by an employee for an approval for leave or as justification for any absence requested or may require proof at any subsequent time that the leave was taken in a manner consistent with this clause. Where an employee fails to satisfy management as to the basis for taking a leave of absence, approval may be withheld. Where requested an employee must provide satisfactory evidence to the employer.

(iv) Unreasonable Absenteeism: Where requests for leave from work in accordance with this clause become frequent or where absences become excessive or are considered by management to be unreasonable the employee's circumstance will be discussed and a remedy will be sought between the parties. In such circumstances, the counselling and discipline

procedures contained in this Agreement may be applied.

36 Caring responsibilities

36.1 (a) Subject to the evidentiary and notice requirements in XX.1.2 and XX.1.3, casual employees are entitled to not be available to attend work, or to leave work:

- if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
- upon the death in Australia of an immediate family or household member.

36.1 (b) Chubb and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

36.1 (c) Chubb must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of Chubb to engage or not to engage a casual employee are otherwise not affected.

37. Conversion of Casual Employees To Permanent Status

Where the company identifies the need to enhance its numbers of permanent employees it will firstly seek to do so from its current list of casual employees.

Such decision to employ casual employees in permanent roles as required will be based on the following criteria:

- Casual employees meeting the skill levels required for the job in question
- Previous job performance
- Attendance record

At all other times Chubb will seek to limit its use of casual employees to a "casual on call" arrangement to supplement the hours not able to be rostered to permanent employees.

38. Counselling and Discipline

Where a breach of employee duties is indicated, the matter will be the subject of appropriate investigation by management, and possibly followed by counselling of the employee(s) concerned. Where it is considered the employee may be at fault then an official warning and/or other disciplinary action may also follow. This shall be the case even if a more tolerant approach has been previously taken at particular workplaces. In the case of serious misconduct, an employee's employment may be terminated without notice or payment in lieu.

Serious misconduct includes but is not limited to:

- Dishonesty or Theft
- Fighting
- Falsification of Timesheets
- Physical or Verbal Abuse
- Misuse or Abuse of Equipment
- Sexual Harassment
- Intoxication
- Actions Endangering Health or Safety

- Elicit Drug Use
- Disclosure of Confidential Information
- Commission of a Crime
- Harassing, Intimidating or Threatening Conduct towards Other Employee(s)

Where suspension of duties is necessary while an investigation regarding the facts is taking place, this shall be: (1) by disengagement or without pay in the case of a casual employee; and (2) on ordinary time payment only for other employees, but to the limit of the value of the employee's accrued leave and RDO credits.

In the latter case, where the employee is:

- (a) exonerated, earnings for the suspension period shall be made up and such make-up for each of the employee's normal working days is to be calculated at his/her average daily earnings rate over the thirteen weeks prior to suspension; or
- (b) terminated in his/her employment, then the value of payment due in respect of the suspension period shall be deducted from the value of any accrued leave and RDO credits that would otherwise be payable on termination, and the individual concerned shall be deemed to have taken his/her leave for the relevant period.

Nothing in this Agreement shall affect the right of Chubb to immediately terminate an employee's employment for serious misconduct.

39. Consultative Process

A consultative committee shall operate and consist of:

- (i) Two elected employees from each of the Kensington and Clayton Branches, and one elected employee from each of the Geelong and Wodonga Branches and an elected employee from any further branches commenced in Victoria during the duration of this Agreement; and
- (ii) Management representatives.

An employee representative may attend and participate from time to time.

The consultative committee shall meet as required during the term of the Agreement to consider a broad agenda of issues for the purpose of further development of improved business performance and the implementation of the terms of the Agreement.

Should the parties agree on issues requiring agreement variations, or a variation to a term of this Agreement, such matters shall apply from the date of official variation by the Commission.

40. Union Representation

- (a) ASU workplace delegates where approved by management may be given reasonable time off normal duties and without the loss of ordinary pay to deal with workplace issues, on a collective or individual basis, which may arise from time to time. Such approval will not be unreasonably refused. ASU workplace delegates where prior approval is granted by management may be released from normal duties and without loss of ordinary pay to attend industrial tribunals about relevant matters relating to the agreement, award or any other matters pertaining to the relationship between Chubb and the employee. This provision does not extend to or include trade union leave or similar leave.

(b) ASU workplace delegates will be introduced to all new employees as soon as reasonably practical for the purpose of discussing the operation of the agreement.

41. Settlement of Disputes

Subject to the Act, any dispute shall be dealt with in the following manner

(a) The employee and/or their representative on the job and the appropriate supervisor shall attempt to resolve the matters in issue in the first place.

(b) In the event of failure to resolve the dispute at job level the matter shall be the subject of discussions between the employee and/or their representative and/or union and the workplace manager.

(c) Should the dispute still remain unresolved the employee and/or their representative and/or union shall confer with senior management.

(d) In the event of no agreement being reached at this stage, the dispute shall be referred to the Industrial Relations Commission for resolution through conciliation and/or arbitration by agreement by the parties, subject to the parties' legal rights of appeal and in general.

All work shall continue without disruption while these discussions are taking place.

Nothing in this Agreement in any way limits or detracts from Chubb's rights at law, whether under common law or statute.

42. Full and Final Settlement

This Agreement is in full and final settlement of all Union or employee claims relating to employee rights and entitlements and will have no precedent value. Accordingly, the Union or employees shall not pursue any extra claims, nor take any industrial or protest action (whether 'protected' or otherwise) concerning any matter explicitly or implicitly dealt with in this Agreement.

43. Signatories

Signed In Agreement For And On Behalf Of The Australian Municipal, Administrative, Clerical And Services Union (Victorian Branch)

Name:

Ingrid Stitt
Branch Secretary

Name:

Witness

Dated:

Signed in Agreement For And On Behalf Of Chubb Security Services Limited

Name:

Gordon Botwright
General Manager

NAME:

(Witness)

Dated:

Appendix 1 - Rates of Pay

The following ordinary weekly rates of pay will apply from the commencement of the first pay period on and after the dates indicated.

The following hourly casual rates of pay (ordinary classification hourly rate plus 25% plus 1/12 annual leave loading) shall apply from the first pay period commencing on or after the dates indicated:

*1/12th annual leave loading as identified is included in this overtime rate.

*1/12th annual leave loading as identified is included in this overtime rate.

*1/12th annual leave loading as identified is included in this overtime rate.

Allowances and loadings are calculated by reference to the hourly base rate (not by reference to the casual hourly rate). Note the annual leave loading is a separate and additional payment for each hour worked by a casual employee and does not form part of the base rate for calculating casual overtime.

Appendix 2 - Victorian Redundancy Arrangements

1. Scope

This appendix will apply to employees whose employment is regulated by the Chubb Security Services Limited Cash Room Operations (Victoria) Enterprise Agreement 2006.

This Appendix and redundancy arrangements will apply to all employment categories as follows:

a. Full Time employees

b. Part Time employees

c. Casual employees who have worked an average of 24 hours in the preceding 12 month period.

It will not apply to persons engaged for fixed terms or on contracts where tenure is taken account in the rate.

2. Definitions

(a) Redundancy

Redundancy refers to circumstances where the employer has made a decision that the job an employee has been doing will no longer be performed by anyone. In the first instance, the employer will attempt to transfer the employee's employment to a suitable alternative position in

order to avoid a termination of employment. If a suitable alternative position is not available or the transfer is not practicable, then the employee's employment may be terminated in accordance with the terms of this Agreement. Redundancy is available strictly as a last resort.

(b) Ordinary Pay

Where reference is made in this Appendix to 'ordinary pay'¹ this means the appropriate rate of pay as per the classification set out in the Award or enterprise agreement as varied from time to time. It will also include any over award payment forming part of the employee's standard weekly income.

3. Process

(a) Consultation and Aims

The parties are committed to maintaining and developing employment opportunities.

Should it become apparent that a redundancy situation will arise in a depot, then consultation shall take place with employees and officers of the Union in relation to the transfer of employees to similar or suitable alternative positions within the Chubb Group. As far as practicable, the Company will provide at least 4 weeks notice of the need for redundancies.

(b) Order of Retrenchment

Should redundancies be necessary following consideration of the above factors the Company in the first instance may call for volunteers for redundancy.

In the absence of any or insufficient volunteers then retrenchment may occur on a compulsory basis. Chubb will consult with the Union in accordance with the consultative provisions contained in this Agreement, particularly in relation to the criteria to be adopted by Chubb for the selection of those employees whose positions are to become redundant.

At all times Chubb reserves the right to accept or decline an employee's request for voluntary redundancy. The Company is at liberty to select employees for redundancy in consideration of its wish to retain the most suitable mix of skills in the workforce.

4. Retrenchment Payments

Payment will be made on the following basis.

(a) Period of Notice

6 weeks notice of termination due to redundancy. Weekly employees will be allowed 16 hours paid time off to attend alternative job interviews during the notice period. Management on the provision of adequate proof by the employee that he/she attended or intends to attend an interview must approve such time off. Payment in lieu of notice may be made at the discretion of management. Employees over 45 years of age or over will be entitled to an additional week's notice.

(b) Severance Payments

A severance payment of three (3) weeks ordinary pay for each completed year of service will be made.

(c) Maximum Payment

The maximum severance payment shall total no more than 52 weeks.

(d) Long Service Leave

Payment of Long Service Leave after one completed year.

(e) Annual Leave Payments

In addition to all legal entitlements annual leave loading of 17.5 per cent will apply on pro rata accrued annual leave. This provision applies to weekly employees only.

(f) Sick Leave

Accumulated sick leave entitlements shall be paid out in the event of redundancy. This provision applies to weekly employees only.

5. Certificate of Service

An employee who is retrenched will be provided with a certificate of service covering the employee's period of service with the Company.