

**PART-TIME EMPLOYMENT COMMON ISSUE**

**AM2014/196**

**APPLICATION BY MSS SECURITY TO VARY THE PART-TIME EMPLOYMENT CLAUSE  
IN THE**

**SECURITY SERVICES INDUSTRY AWARD 2010**

**SUBMISSION**

**UNITED VOICE**

**INTRODUCTION**

1. This submission concerns a variation proposed by MSS Security ('MSS') to the *Security Services Industry Award 2010* (*the Award*).
2. The variation seeks to alter the substantive part-time work clause of the Award. The variation departs from accepted minimum standards that are indicative of part-time employment. There are also a number of industry specific considerations that impact of the merits of the variation.
3. The case for change is not made out.

**THE PROPER APPROACH TO THE APPLICATION**

4. The proper approach to the review has been dealt with by United Voice elsewhere in these proceedings, we rely on those submissions.<sup>1</sup>
5. The employer parties seek to vary the Award to increase the flexibility of part-time employment. In this review, the Commission must be satisfied that any variation to the Award is *necessary* to achieve the modern award objectives.<sup>2</sup> Any case for change must be accompanied by probative evidence properly directed to demonstrating the merits of the variation.<sup>3</sup>
6. In the Jurisdictional Issues Decision, the Full Bench noted '*what is necessary in a particular case is a value judgment based on an assessment of the considerations in*

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<sup>1</sup> United Voice Submission dated 22 February 2016, [12]-[16].

<sup>2</sup> *Fair Work Act*, s 138.

<sup>3</sup> *Re Four Yearly Review of Modern Awards – Preliminary Jurisdictional Issues* [2014] FWCFB 1788, (2014) 241 IR 189 (*Jurisdictional Issues Decision*).

section 134(1)(a) to (h).<sup>4</sup> To make that assessment, regard must be had to the submissions and evidence directed to those considerations.

7. Although the Commission is not bound by the rules of evidence, decisions should be based on *sound and probative evidence*. The Full Bench further stated:

*a party seeking to vary a modern award in the context of the Review must advance a merit argument in support of the proposed variation' and that "where a significant change is proposed it must be supported by a submission which addresses the relevant legislative provisions and be accompanied by probative evidence properly directed to demonstrating the facts supporting the proposed variation."*<sup>5</sup>

8. Importantly, the Full Bench has found that: '*the more significant the change, in terms of impact or a lengthy history of particular award provisions, the more detailed the case must be.*'<sup>6</sup>
9. The Commission should proceed on the basis that *prima facie* the Award achieved the modern awards objective at the time that it was made. As noted below the issue of part time employment was agitated in some detail during award modernisation. Proponents of change must show that there is some material change in circumstances from the time that the modern award was made that makes change now necessary.<sup>7</sup> Such an approach is consistent with the provisions of Part 2-3 of the FW Act.

## **AWARD MODERNISATION**

10. The part-time employment clause in the Award reflects the federal standard with some variation. The initial exposure draft to the Award released on 12 September 2018 contained a clause 10.4(c) in the following terms:

*(c) At the time of engagement the employer and the part-time employee will agree in writing, on a regular 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.*

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<sup>4</sup> *Jurisdictional Issues Decision*, [60].

<sup>5</sup> *Jurisdictional Issues Decision*, [60].

<sup>6</sup> *Security Services Award* [2015] FWCFB 620, [8].

<sup>7</sup> *Jurisdictional Issues Decision*, [24]; *Security Services Award* [2015] FWCFB 620, [8]; *Stevedoring Industry Award* [2015] FWCFB 1729, [161].

11. The structure of this provision was varied due to concerns raised about flexibility to what is now the current clause 10.4(b):
- (b) *At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work either:*
    - (i) *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; or*
    - (ii) *specifying the roster that the employee will work (including the actual starting and finishing times for each shift) together with days or parts of days on which the employee will not be rostered.*
12. It is unclear whether the wording that currently appears at clause 10.4(b) and specifically clause 10.4(b) (ii) provides any additional flexibility as opposed to the earlier iteration.
13. The Australian Security Industry Association Ltd ('ASIAL') sought variations that substituted the word '*proposed*' for '*actual*' start and finishing times in clause 10.4(b) and a provision allowing employers and employees to agree in writing that overtime will only be paid for work in excess of 10 hours in a day or an average of 38 hours in any roster cycle. In determining the current clause 10.4(b) of the Award, the Full Bench ([2009] AIRCFB 963, 22 December 2009) noted:

*[7] In our decision concerning the making of the Security Services Award we accepted submissions that the provisions in the exposure draft relating to part-time employment were unnecessarily limiting and we made various changes. Necessarily, the parties did not have an opportunity to comment on the precise terms of the changes that we made. We acknowledge, as ASIAL submits, that the security industry is an industry where client demands can and do change at short notice and that employers are expected to respond to those demands. We accept the substance of ASIAL's submission that in some respects those changes did not go far enough. We approach the matter on the basis that there should be a balance between ensuring that the provisions are not a disincentive to employment on a part-time basis and maintaining the nature of part-time employment.*

*[8] We are disinclined to change cl.10.4(b) in the manner suggested by ASIAL because the substitution of the word “proposed” for the word “actual” would imply that an employer could unilaterally change starting and finishing times for part-time day workers. This would be inconsistent with the preservation of the essential integrity of part-time work. We are concerned also that the ASIAL proposal in relation to cl.10.4(d) could lead to a situation in which only employees who are available for 38 hours per week are offered part-time work.*

*[9] We shall provide some additional flexibility by amending cl.10.4(c) to make it clear that the ordinary hours of part-time employees may be altered by agreement at any time and by making consequent changes in cl.10.4(d) in relation to overtime. We point out finally that other arrangements are capable of being made under the award flexibility clause.*

#### **GENERAL COMMENTS**

14. This variation to the Award is being advanced by a single employer. There is statement evidence from 2 managers and 1 part time security employee. All the witnesses are employees of MSS.
15. While the Fair Work Commission should not approach its arbitral function in a 4 yearly review in a legalistic manner in which evidential onuses must be discharged and facts proved to a particular standard, there is a paucity of reliable evidence and cogent argument that addresses the need for change. There is a general complaint by a single employer that the Award part time employment clause does not suit its business and lacks flexibility but no evidence of any detriments that either employers or employees generally suffer under the current provisions throughout the sector covered by the Award.
16. One of the features of the Award is that award full time employment is flexible. A full time employee’s 38 hours can be varied by the broad power of the employer to roster provided by clause 21.11. A 21.7% loading is paid for *ad hoc* week day night work, 30% for permanent night work and penalty rates on weekends and public holidays.
17. The crux of the case put by MSS is that the provision is ‘*too rigid*’ and inhibits flexibility. This mistakes the operation of the clause. The clause requires parties to agree to a pattern of hours but leaves the prospect of future variation open to the same parties. On this basis the hours of work are precisely as flexible as the capacity of the parties initiate change and make new agreements. There is no evidence of

either employers or employees refusing to vary hours and it is accordingly a misnomer to call Award part time employment rigid.

18. When the point made above is accepted the true nature of the proposed variations is revealed. Under the current clause workers get some say in their ordinary hours. The result of this is that employees have some power to determine their pattern of work provided they can get the agreement of their employer. The effect of proposed clause 10.4(b)(i) is to remove that and transfer the power to determine the terms of the engagement entirely to the employer. This is a feature of casual employment albeit with the ability of the employee to refuse work.
19. Full time work is also prevalent in the security sector. Almost 70% of employees work 35 hours or more per week. The average hours worked in a week between February 2015 and February 2016, between 31.6 to 36 hours. (United Voice, *Current and recent data on employment of Security Officers and Guards*)
20. Employment under the Award is characterised by lengthy shifts and minimum engagements relative to other modern awards. Clause 21 deals with shift duration. There is a 4 hour minimum duration for casual and part time employees and 7.6 hours for full time employees. There is provision for 12 hour shifts and shifts of this length are common. Adrian Lewis and Andrew Gregory in their statements both note that they routinely work 12 hour shifts. The work is contract based and the duration and type of service required is often determined well beforehand by agreement between the provider and the client. Work has a large degree of predictability and can be contrasted with work in hospitality where unforeseen fluctuations in demand can have significant effects on the need for labour.
21. Casual employees are paid a 25% loading and penalty rates for shift, weekend and public holidays are paid in **addition** to the loading (clause 10.5(b)).
22. The current pay structure of the Award makes permanent employees and particularly full time employees the most cost effective labour generally and this is reflected in the relatively high rates of full time work in what is an industry dominated by labour hire and contracting. Trevor Paton, MSS's Aviation Business Support and Improvement Manager, notes that on weekdays, week nights, Saturdays and Sundays and Public Holidays based on costs impacts, MSS's preference is to use permanent employees (statement of Trevor Paton, paragraph 16).
23. Under this Award, the characterisation of part time employment flexibility as likely to reduce casualisation is not necessarily appropriate.

## IS THE MODERN AWARDS OBJECTIVE MET BY THE PROPOSED VARIATIONS?

### Section 134(1) (a) -relative living standards and the needs of the low paid

24. Award reliant part time security workers can be characterised as low paid. A level 2 part time security employee has a base rate of pay of around \$20 per hour and if he or she works 30 hours a week pattern of work, the employee will earn under \$600 gross per week. This excludes any penalties or overtime that may be payable.
25. Security of work is particularly important for the low paid. As a general principle this can be addressed by ensuring regularity of income and predictability of hours. The evidence from the award part-time workers filed by United Voice emphasises that having a reliable regular income is an important safety net consideration.
26. MSS has not filed any evidence directed to income and the likely income that an award reliant part time employee would earn under its proposal as opposed to under the current provisions of the Award. It is a reasonable assumption that a part time employee working an equivalent pattern of work will earn less under the MSS proposal as the employee will lose any increment paid as overtime in relation to additional hours worked. This would be in addition to the employee having uncertainty around the hours of work and income week to week.

### Section 134(1) (b) -the need to encourage collective bargaining

27. The part-time clause in the Award is part of the fair and relevant minimum safety net of terms and conditions.
28. MSS is a single employer and (submission, paras 4-5):  
*... is a leading personnel provider ... employs more than 5,400 employees nationally, with some 2500 employees covered by the Award, and with the vast remainder covered by Enterprise Agreements for which the Award is the reference document.*
29. An obvious solution to the alleged problems posed by the inflexibility of the Award is for MSS to bargain with its employees and make an enterprise agreement under Part 2-4 of the Act.
30. No evidence has been presented of any award-based impediment to enterprise bargaining. There is no evidence as to why MSS cannot achieve the flexibility it seeks through enterprise bargaining.

Section 134(1) (c) -the need to promote social inclusion through increased workforce participation

31. There is very limited evidence that the current part-time provisions in the Awards are deterring workforce participation. There is some evidence from David Oliver, the state operations manager for MSS in Western Australia, to the effect that the current part time work arrangements deter MSS from lodging quotes that utilise part time work rosters and that instead MSS quotes on the basis of the casual rate (statement, paragraph 5) and will *'therefore roster casual employees.'* Mr Oliver also notes that the variations proposed would allow him to agree to more requests from employees to transfer from full time to part-time employment.
32. While part time work may be more attractive to employers under the MSS proposal, the assumption that a more flexible part time work provision will displace casual employment is problematic. Full time employment has significant flexibility under the Award and there are equally rational inferences that a flexible part time work provision would detract from full time work in security. Such a consequence would be inconsistent with the need to promote social inclusion through increased workforce participation.

Section 134(1) (d) -the need to promote flexible modern work practises and the efficient and productive performance of work

33. There is no compelling material indicating that the current award arrangements are inflexible and inconsistent with the efficient and productive performance of work. In order to establish that the current part time employment provisions are rigid, there needs to be some evidence that either party has been unable to come to a desired agreement. Evidence of rigidity in practical application is something that might satisfy the need for merit based reasons for change. The evidence that the Award provisions are inflexible is absent. The contrary in fact is clear from the evidence.
34. Under clause 10.4(c) of Award agreed variations in the hours of work can be made.
35. The overwhelming evidence is that employees readily agree to variations.
36. MSS has presented no evidence that there are difficulties negotiating variations to agreed patterns of work.
37. Samantha Holmes, an MSS part time employee notes in her statement: (paragraph 6) *'I have had a verbal agreement in place to work varied hours that are agreed to with my employer.'*

38. Adrian Lewis notes that he had 'discussions' with his employer who 'told me that I would receive a minimum of 20 hours per week' on engagement as a part time worker. Mr Lewis does 'not have a regular pattern of work' (para. 26) and there is an expectation that employees accept all work that is offered, often at short notice:

*I have often felt chained to my phone, because although employees do not usually receive any disciplinary action for being late to a shift or they do not pick up their phone, in my experience those guards will not be called for many shifts. I have been told that you go to the so-called 'bottom of the list'. I do not consider that I can live off the bare minimum in my contract, 20 hours per week, considering the expenses I have' (para. 25)*

39. Andrew Gregory notes that he was told at the commencement of his part time employment what his roster and hours of work were to be. (para. 14). Unilateral changes in Mr Gregory's start or finish time occur at the initiative of his employer, he is expected to make himself available on his days off and that there was a permanent change to his roster and that he 'had no choice but to agree with the change'. (paras 19, 29 and 21)

40. Employers and employees can also make individual flexibility agreement ('IFAs') which would resolve most of the matters complained of by MSS. Trevor Paton indicates that there is extensive use of individual flexibility agreements (para. 12) and that IFAs 'provide the flexibility we (MSS) need to be able to meet the demands of our clients, while accommodating the individual workplace flexibility needs of individual employees.'

41. The evidence of the 3 part time employees, Samantha Holmes, Adrian Lewis and Andrew Gregory paints a consistent picture of flexibility. None of these witnesses depose to having rigid start and finish times, refusing additional work and not accommodating the demands of their employer to variation in their pattern of work.

42. MSS further notes in its submission:

*The use of IFAs is somewhat limited in that IFAs can be terminated by either party with the provision of 4 weeks' notice and it must state how the employee will be better off overall under the Award by entering into the IFA. While MSS Security will often use the reason of having permanent employment and access to regular hours of work, this has been refuted by United Voice as being better off overall in accordance with the provisions of the Act. ... we have advised the employee ... that they are not required to sign the IFA but it will mean that we will not be able to offer part-time employment and they will be instead engaged as a casual with no guarantee of hours. This usually results in the employee choosing to sign*



*the IFA, based on a desire to ensure they have permanent, regular employment.*

43. MSS or Mr Paton does not elaborate on the terms of IFAs that are offered to employees but notes that IFAs are offered to employees on the basis that they will be better off as they are able to be retained as permanent employees (para. 13) and that *'when faced with this choice, candidates or employees will usually decide to sign the IFA'* (para. 15). Clause 7.2 of the Award requires that IFAs must be genuinely made without coercion or duress and cannot be made with prospective employees.
44. MSS has chosen not to lead any evidence concerning the content of the IFAs that it routinely offers to prospective employees and employees or any evidence of unilateral termination by employees. There does appear to be issues with MSS compliance with the Award in relation to IFAs although it appears that MSS' principal concern with IFAs is having to pay an increment above the Award to ensure that the arrangement passed the better off overall test. MSS evidence concerning the manner in which it uses IFAs is illustrative of the poor bargaining position of employees concerning variations to the pattern of work.

Section 134(1)(e) – the principle of equal remuneration for work of equal or comparable value

45. Not applicable.

Section 134(1) (f)- the likely impact of any exercise of modern award powers on business, including on productivity, employment costs and the regulatory burden

46. Appropriate part-time work arrangements provide for productivity gains and are at worst neutral in relation to employment costs. MSS has raised some concern about the administrative burden of having to develop, agree to, and retain IFAs across their business (Paton, para. 24).
47. The notional increase in the regulatory burden occasioned by a form of employment that demands agreement in writing concerning the agreed pattern of work is likely offset by the productivity gains associated with a more planned and stable workforce. The evidence from the part time employees filed by United Voices does not indicate that there is disputation concerning initial agreement concerning hours or problems with varying those hours.

48. The evidence concerning bargaining power indicates that employees largely accept what is offered or directed by employers. Concern about difficulties associated with obtaining employee agreement in relation to variations to agreed patterns of work and IFAs is over stated.

Section 134(1) (g) – the need to ensure a simple, easy to understand, stable and sustainable modern award system

49. Not applicable

Section 134(1) (h) – the likely impact of any exercise of modern award powers on employment growth, inflation and the sustainability, performance and competitiveness of the national economy

50. There is no evidence to suggest that the current part-time employment clauses in the care awards are having a deleterious effect on the national economy.

Other matters – ‘provide a fair and relevant minimum safety net of terms and conditions.’

51. As noted by MSS and confirmed by the evidence filed by United Voice, the security industry is overwhelmingly contract based. The sector is dominated by a number of large security companies that tender for work and deploy their employees at the client’s premises. Contract change is commonplace and many employees have lengthy periods of work in particular workplaces but short service histories as their employer has changed with changes of the contract. As noted by Ricky Keehn, a United Voice official, problems associated with contract change is a common industrial concern of employees in security.
52. The immediate concern of employees is usually to maintain employment. Outgoing employers will be motivated by avoiding or reducing liability for redundancy pay. Incoming contractors will frequently be receptive to engaging staff familiar with the workplace of the new contract. Staff are often re-engaged by incoming contractors. Applications under section 120 do not appear to be as common as they perhaps should be. An employee’s job status is nevertheless significant for determining the individual’s redundancy entitlement and whether any offer of employment is acceptable.
53. The current Award provisions for part time employment clearly defines an employee’s job. The Act does requires a job to be viewed as related to the remuneration that the employer would be liable to pay to the employee at the full rate of pay for the hours

the employee would have worked had the employment continued. The correct position is that regular hours of work and overtime and penalties should be included in the calculation of notice and redundancy pay but this is frequently not the case. Further for a variety of reasons, redundancy pay is not paid in contract change situations in the security industry. Further assessment of whether work is 'acceptable' often turns on the minimum liability of the employer towards the employee in terms of hours and remuneration.

54. Due to the prevalence of contract change and lack of continuity of service of many employees covered by the Award, the proposal of MSS will further weaken the ability of part time employees to maintain some certainty in their employment arrangements and be paid their proper entitlements on termination. There will be an incentive for employers and prospective employers to assess a worker's job on the basis of the minimum hours that the employer is obligated to engage the employee. As noted by our official Ricky Keehn, the MSS variation would further weaken the already vulnerable position of part time security employees during contract change and lead to disputes over the employee's past pattern of work to assess the job that the individual had lost.
55. This issue goes to the safety net as the MSS variation will further weaken a group of employees' access to rights contained within the National Employment Standards namely the right to notice and redundancy pay.

## CONCLUSION

56. The MSS variations will provide to employers the unilateral ability to change a part time employee's roster and hours of work. The only fixed limitation in the MSS proposal is that there must be an agreed minimum number of hours and the maximum cannot exceed 38 hours per week. All other matters are by agreement. There is no requirement that certain days are rostered on or off and there is no reason why each day of the week could be a rostered day.
57. Employees covered by this Award, and many other Modern Awards, have a limited capacity to influence the substance of agreements that are made with their employer. The reality of agreements between most employees and an employers are 'take it or leave it' propositions by employers. The evidence of Trevor Paton in relation to IFAs clearly demonstrates this *modus operandi*.
58. Under the MSS proposal, rational employers would seek to put in place part time work agreements that provided them with the greatest flexibility with the least cost

impacts. There would be an incentive to make agreements with a low minimum number of ordinary hours. There is no reason why under the MSS proposals that part time work arrangements would have more than a 4 hour weekly minimum and a capacity for the employer to roster the employer up to 38 ordinary hours a week. For existing part time employees such arrangements would see a real reduction in their remuneration and more generally lead to concern as to whether the arrangement preserved the essential integrity of part time work.

59. The prevalence of contract work is significant and any reduction in the integrity of part time work would further weaken the already vulnerable position of part time employees when contracts change occurs.
60. The argument that it is too cumbersome to vary work arrangements does not bear any scrutiny. There is a general capacity to vary a part time workers hours, IFAs are clearly available and in appropriate circumstances overtime can and should be paid for additional hours.
61. MSS presentation of their proposal as designed to facilitate the personal choices and work life balance of their employees is clearly disingenuous and inconsistent with their clear statements that they rank their work force on the basis of the cost effectiveness of labour and that labour cost is the principal basis on which an employee is '*offered*' additional hours (Paton, para 17-18).

**BEFORE THE FAIR WORK COMMISSION**

**MATTER NO. AM2014/196**

**PART-TIME WORK**

**Statement of Ricky Keehn**

I, Ricky Keehn, union official, of  
say:

1. I am employed as an organiser with United Voice New South Wales Branch ('the NSW Branch'). I have been in this role since 2008.
2. I am currently responsible for security employees at Sydney Airport, correctional officers at Junee Correctional Facility, and security contractors at Australian Defence sites. I have been responsible for organising in security among other areas since I commenced employment with United Voice.
3. The NSW Branch has a significant number of members who are engaged in the security industry and I have experience in dealing with the industrial concerns of members employed in security.
4. I am broadly familiar with the *Security Services Industry Award 2010* ('the Award').

**Contract Security Industry**

5. Most of our members employed in security are employed by security firms that then provide security services on contract to other clients. It is now uncommon for security guards to be directly engaged by the client that they are providing security services to. The employer will generally be a security firm that provides contract

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services to other clients. Major security companies in NSW include MSS Security and Wilsons Security.

6. Most of the security firms rely on the Award or have agreements that reflect the Award. From my experience there is a high degree of Award reliance in the security industry.
7. Clients that require security services will routinely tender out a contract for security services. The length of these contracts would vary from 1 year to 4 years. Accordingly almost all contracts for security services will 'roll over' or change every 4 years at least.
8. Security is a very labor focused business. Typically the main business of the contract will be the provision of security guards and related services. Accordingly when contracts change, the personnel also change as the individuals are employed by the provider. The market is competitive and contract changes occur frequently for persons working in security.
9. A large part of my work as an organiser is dealing with the industrial concerns of members when there is a contract change. There are typically issues around consultation and lack of information. I am routinely involved in more complex disputes concerning termination entitlements and issues arising out of the transfer of business. The end of the contract also generally means the end of the employment relationship with a particular employer. Many of our members have long periods of work at particular sites but it is common for the member to have had a number of employers as contracts change. For example, the Australian Defence Force security contracts have recently changed from Serco Sodexo Defence Services to MSS Security and Wilson Security. These contracts are up for re-tender in 4 years.

#### **Change of Contract**

10. When there is a change of contract, the permanent employees will ordinarily be re-engaged by the incoming contractor. If the employee is a permanent part time employee, the Award requires that the employee has a fixed pattern of work. When a permanent part – time employee is re-engaged by a successful incoming

contract it will usually be at the same start and finish times that they had with the outgoing contractor. Therefore, having fixed hours means there is some protection for an employee even though there will be a change of employer. This is one less uncertainty in what is otherwise an uncertain time for the employee with new reporting structures and the implementation of new workplace policies.


11. Having fixed start and finish times also allows part time employees to have some certainty with the incoming contractor regarding their hours of work. This allows part time employees to attend to other responsibilities such as family responsibilities, carer's responsibilities and to attend to their secondary employment. It provides employers with labour flexibility. Rostering of part time employees to cover peak periods during a roster, for example, between 6am and 10am. Further, for contractors with small contracts, it allows employers to fill smaller hours, ie 4 hours a day.
12. Further, it is quite common within the industry that part time security work is predominantly secondary employment with individuals maintaining other professions. Also it allows semi-retired employees to work reduced hours.
13. Removing a part time employee's fixed start and finish times would limit a part time employee's ability to attend to such responsibilities. This would have a detrimental effect on the employee's health and wellbeing and also undermine their decision to do the work.

### **Redundancy**

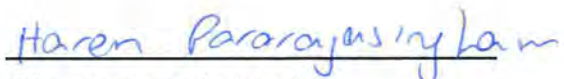
14. Having fixed start and finish times for part time employees provides clarity in circumstances of redundancy because it provides a clear indication of the work that the individual was performing. In contract change situations in the security industry there are frequently issues around whether the outgoing contractor obtained acceptable alternative work for its terminated employee with the incoming contractor.

15. Under the current Award part time work arrangements, there is some certainty in terms of the position that any work with the incoming contractor is assessed against.
16. I have been shown the variation to the Award sought by MSS Security. I understand the effect of the variation would be that a part time employee will have certain days that they are rostered, a minimum number of hours per week and that the employer would be able to roster the employee on the rostered days up to the maximum agreed hours. The employer would be able to roster across the minimum and maximum hours on rostered days. An employee's regular hours of work will be able to be varied with the roster and that some weeks the employee would work less and other weeks, the employee may work more.
17. As noted, disputes about whether a particular position with an incoming contractor is acceptable alternative work are common place. Security is an area where there can be irregular hours and a part time worker may frequently work additional hours regularly. Frequently, the employee is offered work that is inferior to the work that they were performing as additional overtime is lost. Under the proposed arrangements, I imagine that the already vulnerable position of security workers in contract change situations will deteriorate further. Acceptable work will be assessed in terms of the employee's minimum hours or else the employee and his or her union will have to be involved in reviews of past patterns of work to assess what the job was that the individual has lost.
18. Part time employees who reject an incoming contractor's proposed unfavourable hours of work are considered to have resigned from their employment and do not receive redundancy pay. The proposed part time work clause, would further worsen the poor position of employees and allow incoming contractors to more readily offer inferior work. This would further weaken the right of part time employees in the security industry to redundancy.



  
\_\_\_\_\_  
Deponent Signature

  
\_\_\_\_\_  
Witness Signature

  
\_\_\_\_\_  
Witness Name (printed)

Date: 

**BEFORE THE FAIR WORK COMMISSION**

**MATTER NO. AM2014/196**

**PART-TIME WORK**

**Statement of Adrian Lewis**

I, Adrian Lewis, Security Guard, \_\_\_\_\_, say:

1. I am a member of United Voice.
2. Where I refer to a conversation in this statement and I cannot remember the exact words used, I have stated to the best of my memory the words spoken, or the effect of what was said.

**Personal Details**

3. I was born on \_\_\_\_\_.
4. At the time of making this statement I am single. I was married and separated from my wife. My ex-wife and I have one daughter, Jade, who is \_\_\_\_\_ years old. Jade lives with her mother and spends time with me.
5. My daughter Jade is my dependent as I contribute \$275.00 per fortnight towards her maintenance. This is paid to Jade's mother.
6. It is important to me that Jade finishes her education through a private school. She attends Trinity College Senior Campus in Gawler and is in her final year of High School studies. I consider that the majority of maintenance I pay goes towards putting Jade through her private schooling.
7. It is also common for Jade to ask me for money when she visits. I estimate that I see her on average once per fortnight.
8. I had a girlfriend of 7.5 years after I split from my wife. I split up with my girlfriend in around November 2014. I have not had another relationship since this time and live by myself without family or a flat mate.

## Work History

9. I have worked in the security industry for approximately 5.5 years.
10. I completed High School up to Year 11 at Para Hills High School.
11. I moved out of home when I was 16 years old and worked as a garbage collector. When I was about 23 years old, I hurt my knee at work in an incident where I was hit by a car. My doctor told me that because of this incident, I will eventually require a knee replacement but I was considered too young to have one at the time.
12. I commenced work with General Motors Holden Elizabeth Plant when I was 23 years old. I first worked in the production line, then as a line chaser, then in the store. I remained in this occupation for almost 19 years.
13. I became a taxi driver for 2 years after I finished at General Motors Holden. I could not afford the expense of the Taxi Driver's Licence, so I worked for a period of time as a Dial-A-Driver.
14. When I was re-educating myself in the Dial-A-Driver course I also undertook a security course. I obtained my security licence in approximately 2010.
15. My other qualifications include an upgraded forklift licence.
16. I commenced work in security in 2010 for Lockdown Security. I worked for that company for 3.5 years in mental health facilities and various hospitals.

## Current Work

17. I commenced permanent part-time work for my current employer, KM Corporate Security (**KM**), as a Security Officer/Restraint Guard/Patient Minder on 10 June 2014.
18. I am employed under the *Security Services industry Award 2010 (the Award)*. I am classified under the Award as a Security Officer Level 1.
19. When I commenced as a permanent part-time employee I was not provided with any agreed pattern to my work. That is to say, my shifts could be any time of the day or night or on the weekend. KM hold contracts for sites which are 24 hour facilities, including hospitals and mental health facilities.
20. When I commenced with KM, I had a discussion with my employer who told me that I would receive a minimum of 20 hours per week under my permanent part-time contract. I produce a copy of my Letter of Appointment at **Annexure A**.
21. I was told by Mr Pratt that I was expected to be on call and available to pick up shifts 24 hours per day, 7 days per week, to pick up shifts in addition to the 20 hours per week I would receive as a minimum.

22. I currently work between 60 and 90 hours in a fortnight, but my hours depend greatly on the particular time of the year. December and January are usually a bit quieter. I estimate I might be called to do up to 60 hours of work per fortnight. From February to the end of April, the period over the Adelaide Fringe Season, I can expect to be very busy. I have worked the past two years during this period from 97 hours per fortnight up to 135 hours per fortnight.
23. I have never been placed on a roster by KM since I started working for the company. I am verbally offered a shift start time and location by one of 4 people who work in KM's office. If I miss a call from a number I recognise from KM or a private number, that caller usually leaves a voice message and I call back to accept a shift.
24. There is no record of whether I have accepted that shift which creates difficulty. My former employer, Lockdown Security, used to send a text message to my mobile phone which I would accept by sending a message back accepting. With KM, I have no written record that I accepted the work, which has occasionally created problems when I have gone to a location and then been told they already had someone working or that they had no record that I was supposed to attend the shift. These calls can be a number of days prior to a shift commencing or they can be very shortly before a shift commences.
25. I was told by KM that I was expected to get to the location of the shift within 1 hour of being called. This was not always possible. I have often felt chained to my phone, because although employees do not usually receive any disciplinary action for being late to a shift or they do not pick up their phone, in my experience those guards will not be called for many shifts. I have been told that you go to the so-called 'bottom of the list'. I do not consider that I can live off the bare minimum hours in my contract, 20 hours per week, considering the expenses that I have.

## **Flexibility**

26. As I have previously stated, I do not have a regular pattern of work. Whilst there is no set day of the week that I can ever expect to work, I generally am offered shifts which begin at 10.00pm and last between 8 or 12 hours long. It is on these occasions that I work the 20 minimum weekly hours specified in my contract. The times of work and locations are advised to me on the telephone as identified above.
27. I am always looking to pick up extra shifts. I consider that if I was to earn the current permanent part-time base rate of \$19.42 under the Award and was capped from picking up shifts in addition to my contracted 20 hours per week, I could not afford all

of my expenses as a single father and mortgage holder. These additional shifts can be at any time of the week.

28. As I have said at point 21, I can be requested to work many additional hours during Fringe Season from the first week in February until the end of April. At this time I try and maximise the amount of shifts I can accept in this period. I usually just break even and do not get to put much of my earnings into savings but this busy season helps me to get ahead.
29. I would much prefer to have some predictability about when I work. Some of the problems about the way in which my work is organised are set out below.

### **Work Life Balance**

30. Though I do not have regular hours, I am almost always offered some work on the weekend. I accept that work when it comes my way because I need the additional penalty rates to maximise my earnings. So I spend the weekend in readiness to work.
31. There are significant detriments to working this way. I do not see my daughter as often as I would like. She is at school during the weekdays when I am waiting for work so I cannot see her then. I miss out on watching her compete in her pass-time of show-jumping which occurs on weekends when I am likely to be working.
32. Even when I do manage to make it to family events on the weekends, I am constantly watching my phone and thinking I might have to leave.
33. I am currently doing maintenance on my house. I feel like I cannot get started on doing jobs like painting before I am called up to work.
34. If I do not receive weekend work, or if I am offered it and decline, I do not have any guarantee that I will be offered other shifts and that I will make enough money to support myself in the fortnight.
35. If I do request time off, because I do not have a roster, I do not get paid if I request single days off. For example, I requested one Friday night off to see the Crows game with friends at Adelaide Oval. I did not get paid for this occasion out of my annual leave. I understand that the KM operators just know not to call me and so I do not receive any work at that time. In this way, I lose pay.
36. I have requested time off in the first week of July to do a week-long trip to Melbourne. That is paid as annual leave according to my base 20 hour weekly hours under my contract. I do not feel like there is much incentive to take a real break to go on a longer holiday because I do not earn enough when I am absent and not able to pick up the shifts that I need.

37. I have been single for a while and I want to start dating again. This is made very difficult in the position I am in. I feel torn between wanting to pick up as many hours as I can to maximise my income and having time to spend doing things that will make me happy.

### **Income and Expenses**

38. In an average week, my gross earnings are between \$750.00 and \$1000.00. As much as 70% of my pay comes from picking up shifts in addition to my contracted hours.

39. Attached and marked **Annexure B** are copies of my pay slips for the period 25 April 2016 to 22 May 2016.

40. I have calculated based on my most recent pay slip's Year To Date pay that I have earned \$47,273.07 (gross) in the current Financial Year, commencing 1 July 2015. When I divide this amount by 46 weeks (the number of weeks since the current financial year began) I have earned on average \$1027.68 per week.

41. My wages are the only source of income in my household.

42. In January 2016 I sold the home I had lived in with my ex-wife and daughter. I had held the mortgage on this house since we separated and continued to live there. I then moved to Elizabeth Downs.

43. I estimate that my total expenses per week are around \$500.00 (excluding petrol and groceries, which I estimate add on another \$200 per week). Out of my expenses, I pay \$450.00 per fortnight towards my mortgage on the Elizabeth Downs property. A significant portion of my expenses also goes towards maintaining my property. I also pay \$42.00 per fortnight in income insurance. As I stated, I pay \$275.00 per fortnight towards Jade's child maintenance.

### **Impact of Variation to Part Time Work**

44. I understand that under the current Award I should have greater certainty or predictability about when I work than I do.

45. I have been shown the variation to the Award sought by MSS Security. From what I understand, it gives greater authority to an employer to change the times that a worker works each week. This is what my employer does anyway.



46. But it also seems to allow the employer to reduce the number of minimum hours per week, just by giving 7 days' notice. So for me, the variation would allow KM to give me less work per week than the minimum hours I have agreed to.
47. This will affect me because I am the sole income provider in my householder and I also have the responsibility of providing maintenance to my dependent teenage daughter.
48. I also have the fixed commitment of paying my mortgage and can therefore not afford to have such an insecure form of income.

Name           ADRIAN THOMAS LEWIS

Signature

Date            26 May 2016

# KIWIemployment Pty

Pay Slip For: Lewis, Adrian  
 Classification: Security Officer

Cheque No:  
 Payment Date: 26/5/2016

Annual Salary: \$504.92

Hourly Rate: \$19.4200

Pay Period From: 9/5/2016 To: 22/5/2016

GROSS PAY: \$3,112.47

Superannuation Fund:

NET PAY: \$2,360.45

| DESCRIPTION              | HOURS  | CALC. RATE | AMOUNT     | YTD         | TYPE                    |
|--------------------------|--------|------------|------------|-------------|-------------------------|
| 01 - Base Hourly         | 113.00 | \$19.42    | \$2,194.46 | \$34,040.70 | Wages                   |
| 15 - G3 Day              | 17.00  | \$0.90     | \$15.30    | \$364.07    | Wages                   |
| 16 - G3 Night            | 63.00  | \$5.31     | \$334.53   | \$4,119.94  | Wages                   |
| 17 - G3 50%              | 13.00  | \$11.06    | \$143.78   | \$1,070.00  | Wages                   |
| 18 - G3 100%             | 20.00  | \$21.22    | \$424.40   | \$2,684.21  | Wages                   |
| 03 - 50 %                |        |            | \$0.00     | \$286.45    | Wages                   |
| 04 - 100 %               |        |            | \$0.00     | \$695.36    | Wages                   |
| 26 - Sick Leave          |        |            | \$0.00     | \$1,398.24  | Wages                   |
| 19 - G3 150%             |        |            | \$0.00     | \$1,945.56  | Wages                   |
| 02 - Nightshift          |        |            | \$0.00     | \$464.63    | Wages                   |
| 05 - 150 %               |        |            | \$0.00     | \$203.91    | Wages                   |
| PAYG Withholding         |        |            | -\$752.02  | -\$8,616.52 | Tax                     |
| Superannuation Guarantee |        |            | \$241.71   | \$3,869.55  | Superannuation Expenses |



# Northwest Employment Fly

Pay Slip For: Lewis, Adrian  
 Classification: Security Officer

Cheque No:  
 Payment Date: 12/5/2016

Annual Salary: \$504.92

Hourly Rate: \$19.4200

Pay Period From: 25/4/2016 To: 8/5/2016

GROSS PAY: \$1,896.12

Superannuation Fund:

NET PAY: \$1,566.10

| DESCRIPTION              | HOURS | CALC. RATE | AMOUNT     | YTD         | TYPE                    |
|--------------------------|-------|------------|------------|-------------|-------------------------|
| 01 - Base Hourly         | 65.50 | \$19.42    | \$1,272.01 | \$31,846.24 | Wages                   |
| 15 - G3 Day              | 9.50  | \$0.90     | \$8.55     | \$348.77    | Wages                   |
| 16 - G3 Night            | 36.00 | \$5.31     | \$191.16   | \$3,785.41  | Wages                   |
| 18 - G3 100%             | 20.00 | \$21.22    | \$424.40   | \$2,259.81  | Wages                   |
| 03 - 50 %                |       |            | \$0.00     | \$286.45    | Wages                   |
| 04 - 100 %               |       |            | \$0.00     | \$695.36    | Wages                   |
| 26 - Sick Leave          |       |            | \$0.00     | \$1,398.24  | Wages                   |
| 19 - G3 150%             |       |            | \$0.00     | \$1,945.56  | Wages                   |
| 02 - Nightshift          |       |            | \$0.00     | \$464.63    | Wages                   |
| 05 - 150 %               |       |            | \$0.00     | \$203.91    | Wages                   |
| 17 - G3 50%              |       |            | \$0.00     | \$926.22    | Wages                   |
| PAYG Withholding         |       |            | -\$330.02  | -\$7,864.50 | Tax                     |
| Superannuation Guarantee |       |            | \$139.81   | \$3,627.84  | Superannuation Expenses |

# KiwiEmployment Pty Ltd

ABN: 14 109 566 994    PHONE: 0419 808 892    FAX: 8178 0400

## LETTER OF APPOINTMENT AS A SECURITY OFFICER WITH KiwiEmployment Pty Ltd

Dear *Adrian Lewis*

Congratulations on your appointment as a Security Officer with KiwiEmployment Pty Ltd.

You are joining a company which prides itself on providing professional, courteous and reliable Security Officers to our clients, and I am confident that you will positively contribute to the level of service we provide. As a member of our field staff, you are at the front line of our service delivery process and a very important element in our Quality Assurance program. Therefore it is absolutely necessary that you conduct yourself in a manner that will bring credit to our Customers, Clients and yourself. I have every confidence that you will meet these high standards and expectations.

### **Duties**

*CJ Louies Mark*

Your duties are outlined in the formal interview process, and as directed by Company Supervisors and Management.

You will report to the Guard's Controller.

### **Terms of Employment**

You will initially be employed as a Part-time Probationary Security Officer. As a Part-time Probationary Security Officer you can expect to receive twenty (20) hours per week work. You understand there is no guarantee of ongoing employment at the expiry of the twelve (12) week probationary period.

You understand that due to the way we receive work from our clients and roster staff you will be required to work as and when the need arises. You are required to be available for work twelve (12) hours after the completion of your last shift, and to be easily contactable except when you have sought and gained permission for absence.

You agree and understand that due to the way we roster staff, you the employee will tell us when you are available to receive work, and when you would like days off. You understand that we, the employer will do our best to provide you with work during the days / hours that you specify to you as you are available.

You agree and understand that due to the sector of the industry we operate in, we will often be unable to provide you with more than sixty (60) minutes notice of a shift.

You agree and understand that our clients often require Security Officers for twelve (12) hours, and that we may roster you for twelve (12) hour shifts as and when the need arises.

Employees absent from work or un-contactable for a period of more than 2 consecutive rostered shifts or a period of more than 48 hours without the consent of the employer and without notification to the employer shall be deemed to have terminated their employment without notice.

You may be offered Permanent Part Time status, in which case this signed letter of appointment will still apply. If initially employed on a Part-time Probationary basis you may be required to come in for another interview in your own time, prior to being offered Permanent Part Time status.

As a Security Officer with Kiwimployment Pty Ltd you agree to perform your duties at any site at which Kiwimployment Pty Ltd has a contract to provide security services. The business of Kiwimployment Pty Ltd depends on the holding and performance of such contracts. You will NOT be able to refuse work because of location anywhere within the Adelaide Metropolitan Area.

Your employment with the company in a Permanent Part Time status will be dependent upon the company retaining the contracts with its Customers and Clients.

Should those contracts be brought to an end by our Customers or Clients your contract of employment with Kiwimployment Pty Ltd will also end.

By signing this agreement you specifically acknowledge that you understand this, and accept this as a term of your contract of employment.

Whilst it does not form part of your contract of employment, your terms and conditions of employment are covered by the Security Services Industry (Modern) Award 2010.

This letter forms part of your contract of employment, as do the standards defined in the Company Induction Manual.

The Award is available at our office for your perusal if required or for purchase at the "Government Bookshop".

It is expected you will be available to work on a minimum of two weekends in every calendar month.

### **Induction(s)**

You may be required to attend some Company, Customers or Clients Induction(s) in your own time.

These inductions cover important company procedures and policies such as, Occupational Health, Safety and Welfare, Company Structure and Contact protocol, Communications, Pay Entitlements, etc.

Failure to adhere to company procedures and policies may result in you being required to attend a future Company Induction in your own time.

### **Probationary Period**

If you are offered a Permanent Part Time position you will be employed on a probationary basis for a period of three (3) months. During this period either you or the company may terminate the contract of employment by providing one (1) weeks' notice. At the end of this period, subject to satisfactory assessment of your performance by the company, your permanent employment will be confirmed.

### ***Transfer of Employment***

In the event that Kiwimployment Pty Ltd loses a contract to provide security services where you are working it retains the right to offer you a new contract of employment in a comparable position at another site. If such an offer is not made to you, then your employment will be terminated with Kiwimployment Pty Ltd in accordance with the provisions set out under the heading "Terms of Employment", and the Nation Employment Standards 2010 and the Security Services Industry Award 2010.

### ***Performance Standards***

It is an essential element of our Quality Assurance Program and for the conduct of our business that your work performance meets required standards. If your performance is not to the required standards then you will be counseled to advise you of our requirements and assist you in improving.

Kiwimployment Pty Ltd is contracted to a 60 minute response time with most of its customers.

In most circumstances you will be required to be on-site and ready for duty within 60 minutes of being notified of your shift by the Guards Controller. Failure to adhere to this requirement or to advise us of your inability to adhere to this requirement is a serious breach of our contractual obligation and forms part of the minimum performance standard we expect from all staff.

### ***Serious Misconduct***

In accepting employment with Kiwimployment Pty Ltd, you are accepting that the following are considered to be serious misconduct by Kiwimployment Pty Ltd and may result in immediate dismissal. Serious misconduct includes, but is not limited to:

- Any falsification of documentation;
- Sleeping on duty;
- Abandoning your post or leaving a patrol round without permission;
- Unbecoming or disorderly conduct;
- Discourtesy to clients, clients' employees or the general public;
- Use of coarse, profane or threatening language;
- Malingering;
- Violation of any criminal law. This includes the unlawful removal of any article item or thing from a clients' premises or company premises;
- Drinking intoxicants while on duty or being under the influence of intoxicants or drugs while on duty or when reporting for duty;
- Entering premises where liquor is sold or consumed whilst in uniform except while on official duty;
- Any action which at any time would serve to bring discredit to Kiwimployment Pty Ltd or to our Customers or Clients;
- Having falsified ANYTHING on your initial employment documentation.

This offer of employment is conditional on the representation you have given to us that you do not have a criminal record and are not currently charged with a criminal offence.

### ***Other Conditions of Employment***

As a condition of your employment you are required to maintain at your own expense the following:

- A current driver's licence;
- A current relevant Security Officers licence;

- A working mobile telephone service;

### **Termination of Employment**

You are required to return all company or client equipment, uniforms and documentation which has been issued or obtained during your employment to the office prior to being paid out your termination entitlements.

Termination notice and entitlements are as provided for in the Security Services Industry (Modern) Award 2010 and the National Employment Standard 2010. However, the Company reserves the right to dismiss you without notice or payment in lieu in cases of serious misconduct as detailed previously.

### **Conflict of Interest**

It is a conflict of interest and compromise of client and the Company's security to work for yourself or for another company that provides security services such as guarding, patrols, alarm responses, security consultancy or crowd control services. Exceptions may be given in writing on application to the office (email guards@kmcs.com.au). Any breach of this clause will result in your termination of employment.

### **Confidentiality of Information**

As a Security Officer you will have access to confidential client and company information. Such confidentiality is recognized and protected by the law. You are not to divulge any information learnt during the course of employment with Kiwimployment Pty Ltd to any third parties, nor use such information to the detriment of Kiwimployment Pty Ltd or its clients.

This includes the use of ANY "social networking" website to advise details of your place of work, current duties or any other details pertaining to your employment with us.

Kiwimployment Pty Ltd will act promptly against any employee or ex-employee who uses, or attempts to use confidential information gained during the course of the person's services with Kiwimployment Pty Ltd. Legal proceedings will be initiated to restrain the use of confidential information by an employee and, in appropriate circumstances, damages could be sought from any persons breaching the terms of their employment.

This clause continues to bind you after your employment has ended.

### **Conclusion**

We sincerely welcome you to Kiwimployment Pty Ltd. We have every confidence that you will make an excellent contribution to our customer service levels and remind you never to forget that the client provides both you and I with employment. I hope that your employment with us is enjoyable and rewarding.

Yours faithfully,  
Kiwimployment Pty Ltd



Louise Burpee  
**DIRECTOR**  
**Kiwimployment Pty Ltd**



# KiwiMployment Pty Ltd

ABN: 14 109 566 994      PHONE: 0419 808 892      FAX: 8178 0400

**Email: guards@kmcs.com.au**

Security Officers have an important responsibility to KiwiMployment Pty Ltd, to their Customers and/or Clients, to the Industry itself and, in particular, to themselves in their chosen career. This Induction Manual forms part of your **"Terms of Employment"**. **Any breach of any of the standards listed below will be determined as failure to adhere to our minimum performance standards and will be dealt with accordingly.**

## Code Of Ethics

- The primary professional responsibility of security personnel shall be the protection, preservation and the safety of all people, equipment and property that the member is tasked with.
- Security personnel shall strive to achieve standards of professional excellence for their industry and themselves.
- Security personnel, regardless of the time, weather or place will carry out their duties to the best of their ability.
- Security personnel will use common sense, restraint and dignity at all times when dealing with members of the public.
- Security personnel will stay within the constraints of the Law and will respect the requirements of the Law and will assert their professional industrial and civil rights in the maintenance of such Laws.
- Security personnel shall strive at all times to fulfil their responsibilities in manner which will enhance the prestige of every member within the security industry.



## Dress and Appearance

Everyone employed by us must never lose sight of the fact that they are constantly before the client, visitors and the public. Your appearance reflects upon our clients and it is essential that you always be correctly dressed and well groomed. Some simple rules are:

- Uniforms must be clean and neatly pressed;
- Ties when worn are not to be loosened and the collar button on the shirt must be done up;
- Long sleeved shirts must be buttoned at the wrist;
- For men, earrings are not permitted;
- For men, the hair must be neatly trimmed, the face cleanly shaven, except for neatly trimmed moustaches, and the hair should not extend below the collar;
- For females, a single set of stud style earrings and limited jewellery are permitted;
- **Only issued items of uniform are to be worn:**
- Shoes/boots and belts, if worn, must be black to complement the uniform style;
- Name tags, if issued, must be worn;
- ID cards, if issued, must be worn.

## Occupational Health, Safety and Welfare Policy

KiwiMployment is committed to providing a healthy and safe workplace, free of harassment or discrimination for all employees and contractors.

### Policy

KiwiMployment is committed to improving health and safety performance and conducting business in a responsible manner. Our documented standard operating procedures will define a safe method of operation, recognising the potential hazards, associated risks and their appropriate controls. In the event one of our employees is injured at work, the organization will provide an immediate response to ensure the health and welfare of the employee is improved and the company will proactively work with the employee and their treating medical practitioners to restore function and capacity to ensure effective return to work and the community.

Occupational health and safety is both an individual and shared responsibility of all staff.

The following responsibilities are essential to the success of this policy.

It will be the responsibility of management to:

- Take effective action to provide and maintain a healthy and safe workplace for all employees and contractors.
- Comply with any relevant legislation concerning both Occupation Health and Safety and Rehabilitation.
- Develop and implement an Occupational Health and Safety program.
- Ensure all policies and procedures are reviewed annually.

It will be the responsibility of all employees and contractors to:

- Work in a healthy and safe manner.
- Encourage other employees and contractors to work in a safe manner.
- Safely use all equipment provided / required for duties.
- Identify and report all hazards and accidents as soon as practical.
- Maintain skill levels / training relevant to their duties.
- Protect their health and safety and that of others by not working while under the influence of alcohol and or other drugs.

#### **Alcohol and Drugs**

The use of alcohol and drugs whilst on duty is not permitted. Officers are not to report for duty when under the influence of alcohol or drugs, or with the smell of intoxicating liquor on their breath. Failure to comply with this could result in instant dismissal.

Under no circumstances is an officer to accept, as a relief, anyone under the influence of drugs or intoxicating liquor.

#### **Sleeping on Duty**

Sleeping on duty is one of the most serious offences a security officer can commit. Protection and prevention is an officer's prime responsibility and they must always be alert. Sleeping on duty would undoubtedly result in immediate dismissal.

#### **Talking on Duty**

Whilst on duty, an officer must give undivided attention to their duties. Long and unnecessary conversations will distract their attention from their responsibilities and must be courteously avoided.

#### **Smoking on Duty**

Officers are not permitted to smoke when on duty, except in designated areas and at those times when it will not interfere with the performance of their duties. Smoking in view of the public is not permitted.

Some clients have a policy which prohibits smoking on their premises at all times or in certain areas. Officers will therefore conform to the particular client's smoking policy.

#### **Conduct**

When on duty, officers are required to be courteous and conduct themselves in a dignified manner. They must reply to inquiries in a polite manner and, if unable to supply the information requested, must refer to the person from whom the information may be obtained.

#### **Leaving a Post**

Officers are not permitted to leave their posts unless properly relieved, or upon instructions or permission of a superior; upon instruction of a client or their representative; or to act on a complaint; or to assist another officer, or to assist an injured person; or in the case of fire or other similar emergency or extenuating circumstance.

### Disclosure of Information

Information concerning the Client Company, its affairs or its employees may come to the attention of the security officer from time to time. All such information must be treated as strictly confidential, and should not, under any circumstances, be disclosed to any other person. No Security Officer will, while on duty, use "social networking" websites to post information regarding their current duties, place of work or any other information pertaining to their employment. **This document is considered confidential and should NOT be disclosed to any third party under any circumstances.**

### Security Licence

All security personnel are required by Law to operate under a current security licence. Application for and payment of any fees for this licence, or its renewal, is the responsibility of the individual officer. The security officer/crowd controller licence must be worn (or carried, as the case may be) at all times whilst on duty.

### Courtesy

One of the most effective means of developing staff and public confidence is to perform services beyond the scope of regular duties. People will generally turn to the uniformed officer for help with any difficulties. A little extra courtesy will always pay dividends.

How to be courteous is neither puzzling nor difficult. It means having a sincere desire to please. It means being cheerful with staff, visitors and the public, without being overly talkative. Strive for disciplined politeness. Learn to control your temper and no matter what the provocation, don't be rude. If someone complains about something, listen to the complaint. Explain the rules pleasantly but firmly. Show a willingness to help in any way you can.

### Using the Telephone

The telephone is an instrument that requires as much politeness as does direct conversation. It can create either a good impression or a bad one. It can save time by giving and receiving of correct information. Incorrect use may cause delay in an emergency. Note the following useful telephone hints:

- *Always have a pad and pencil handy when answering the telephone. Write messages down. Do not rely upon your memory;*
- Answer promptly and courteously. Remember that your voice on the telephone represents the Company image to a caller;
- Speak in natural conversation tones. Never shout into the telephone or speak indistinctly. There is no place for rudeness or abruptness;
- Always assume the call is important and be guided accordingly;
- For incoming calls identify both the Company and yourself clearly, e.g. "XXXX Co. Security; (your Christian name) speaking". If there are several officers, you may choose to give your name;
- Should a caller not identify themselves, ask them politely if they would please identify themselves;
- Don't engage in conversation. Say what needs to be said and hang up. Needless talk may interfere with important calls;
- Keep a record of important telephone numbers and extensions close at hand.

### Enforcement Techniques

Where there is a responsibility for enforcing procedures, rules, etc. consider the following techniques:

- Try to **lead** the person contacted and do **not** attempt to push or bully them;
- Treat the incident as **impersonal** and that the transgressor has **not** offended you personally;
- Remember that it is **not** your job to prosecute, judge or punish;
- Remember that **courtesy** pays better dividends than any other approach;
- A thorough **knowledge** of your job and **self-confidence** impresses the transgressor and gives them little opportunity for argument;
- Only furnish general information to people requesting it, **never** discuss personal or confidential matters;
- **Avoid** arguments wherever possible. When argumentative or debatable subjects are broached, politely **refer** the transgressor to your supervisor;
- The best approach is to try and make the transgressor understand the reason for your actions. All instructions and directions should be definite and do not quibble or react.



## Subcontractor Induction

Prior to working at any MSS Security site, you are required to undertake and pass a MSS Security online induction. This induction gives you an understanding of the standards and expectations of MSS Security.

This is an online induction, you will need access to a computer with an internet connection, you will also need an email address. If you do not have an email address please contact your employer and they will advise you of an email address to use.

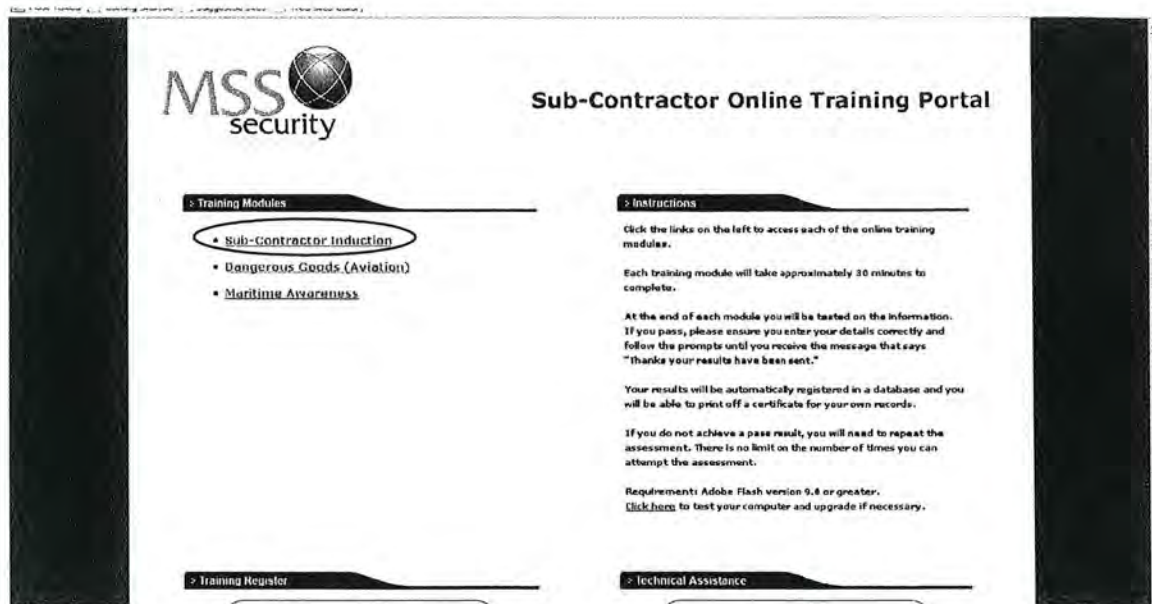
To access the Induction please use the following link:

<http://www.elearn.com.au/msssecurity/subcontractor/>

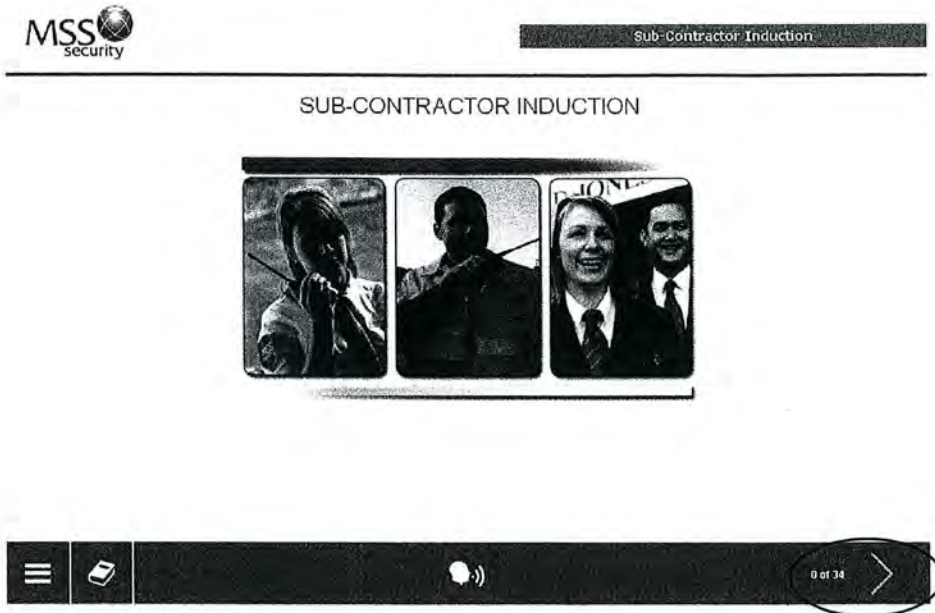
Username: msssecurity

Password: subcontractor

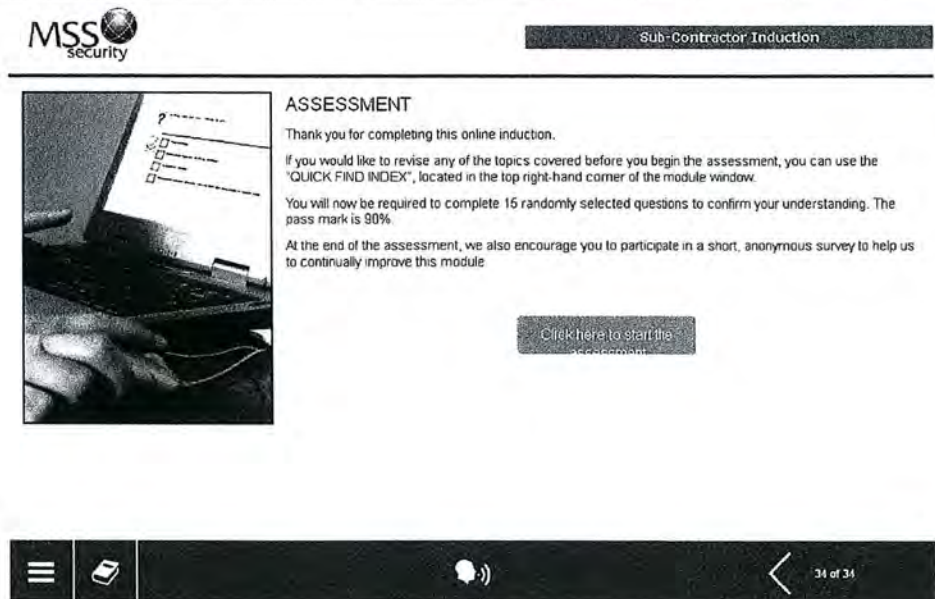
Once logged in you will see the following screen, select **Sub-Contractor Induction**.



A new screen will pop up with the Induction Presentation, you will need to move through the presentation by using the arrow at the bottom right of the screen



Once you have reviewed the presentation you will then need to complete the assessment. The assessment is made up of 15 questions. To pass the assessment you must answer at least 14 questions correctly. Should you not pass the assessment you will be redirected to the beginning to try again.



Once you have completed and passed the assessment you will need to enter your details in order to receive your certificate.

Please refer to the screen shot below to ensure you enter the correct information.

The screenshot shows a web form titled "Sub-Contractor Induction" with the MSS Security logo in the top left. A central box contains instructions: "BEFORE CONTINUING PLEASE ENSURE:" followed by a bulleted list: "Your details are entered correctly below. This information forms your record of completion and is collected for MSS Security's internal identification purposes", "You enter a valid email address to obtain a soft copy of your certificate.", and "Your printer is connected and turned on to print off a hard copy of your certificate." Below this is a "Compulsory Field" label. The form fields include: "First Name" (text input), "Last Name" (text input), "Gender" (radio buttons for Female and Male), "Contractor Company Name" (text input), "Email" (text input), "Contact Number" (text input), "State" (dropdown menu with SA selected), "Site" (dropdown menu with New Employee selected), "Post" (dropdown menu with Security Officer selected), and "MSS Security Contact (Name)" (text input with John Toser pre-filled). A "Submit" button is located in the bottom right corner.

Once you have entered your information, press Submit. Your certificate will be emailed to you. You also have the option of print your certificate.

If you do not have access to a printer, please contact your employer and they will assist you. Once you have a printed copy of your certificate, you will need to cut off the Induction Card (bottom of the certificate), sign it and carry this on you at all times whilst working at a MSS Security site. When you are inducted on site a MSS Security Manager will also sign your induction card.

If you do not receive your certificate by email, or for any technical difficulties using this induction please email [Guard.controllersa@msssecurity.com.au](mailto:Guard.controllersa@msssecurity.com.au) and include your full name, the name of the company you work for and details of the problem you are having.

Thank you for your time and we look forward to working with you.

**BEFORE THE FAIR WORK COMMISSION**

**MATTER NO. AM2014/196**

**PART-TIME WORK**

**Statement of Andrew Gregory**

I, Andrew Gregory, Security Officer, say:

1. I am a member of United Voice.
2. Where I refer to a conversation in this statement and I cannot remember the exact words used, I have stated my best memory of the words spoken, or the effect of what was said.

**Personal Details**

3. I was born on
4. I am in a relationship.
5. I have a 3 year old daughter named Brynja and a 1 year old son named Adalric.
6. My partner works in customer service at a smash repairs service and earns approximately \$60,000.00 per year.

**Work History**

7. I have worked in the security industry since about August 2015.
8. I have a certificate in crowd control and security, a first aid certificate, a certificate III in Aged Care and a forklift operator license.
9. After high school, I worked as a contract cleaner for about 6 months and then worked as a laborer for a skilled engineering company for a few years.
10. I then worked in storage and logistics for Coles for about 8 years.

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Filed on behalf of the Respondent  
United Voice - National Office  
303 Cleveland Street, Redfern, NSW 2016

Tel: (02) 8204 3050  
Fax: (02) 9281 4480  
Email: [stephen.bull@unitedvoice.org.au](mailto:stephen.bull@unitedvoice.org.au)

11. Following a workplace injury I retrained and gained a qualification as a patient services assistant in aged care, but I never actually worked in aged care. Before becoming a security officer, I worked in cold storage.

#### **Current Work**

12. On or about August 2015, I commenced work with as a permanent part time security officer at Perth Security Services.
13. I am employed under the *Security Services Industry Award 2010 (the Award)*. I am classified under the Award as a part time Security Officer.
14. When I commenced as a permanent part time employee I was not provided with a copy of my contract or a written agreed pattern of work. I was told what my hours of work were and was given rosters with my usual work days being in the pattern of 7 days rostered on (Wednesday to Tuesday) of 12 hour evening shifts from 6pm to 6am, and then 7 days rostered off. I agreed with the hours that my employer proposed and have worked them since.
15. I produce a copy of my rosters at annexure **A**.
16. I currently work an average of 30 hours per week, sometimes these hours fluctuate and I work some overtime as directed.
17. I do not get paid overtime. In order to claim overtime my employer requires employees to fill in separate paperwork which is different to time sheets, and provide information from the GPS. This happens when I'm conducting mobile security patrol work and I'm driving for the whole shift. In order to get my overtime, I have to provide a GPS report print out form the GPS in the car to prove I worked those hours.
18. There have been times when I have worked overtime and have not received it because I did not have the GPS print out.

#### **The Impact of variation/flexibility**

19. Sometimes at the direction of my employer I have slightly different start and finish times, and sometimes I am called in on a day I am not rostered to work.

20. I am expected to make myself available on my days off if my employer needs me. Once I was asked to come in on a day off and I did not want to because I had not had enough sleep. I was told there was no one else available and was needed for a job.
21. Initially there were no changes to my roster, but later my start and finish times were changed to 6pm to 6am. This was at the initiative of my employer. I had no choice but to agree with the change. I am asked to work after 6am sometimes. I told my employer I cannot stay past 6am because I had to get home to look after the children so my partner could get ready and leave for work. However my work still does require me to stay past 6am

### **The Impact of Regular Work**

22. Having job security and secure hours is really important to me so I can support my family.
23. At the moment we cannot afford childcare. We rely on a friend to look after the children from 10am to 3pm during the week at no cost.
24. One benefit of having permanent hours is that I know what hours I will be working each week and this helps my partner and I to arrange our work around the children, kindy (for my daughter) and babysitting.
25. I have limited ability to come to agreements with my employer about my hours and generally I work the hours that am directed to work including additional hours as I am concerned that if I refuse work this will adversely affect my relationship with my employer.

### **Work life balance**

26. Having regular hours means that sometimes I can take my daughter to school. I can also look after the children in the morning after I finish my night shift so my partner can work during the day.

### **Income and Expenses**

27. In an average week I earn \$1,200.00. Attached and marked **Annexure B** are copies of my pay slips from the period 17 August 2016 to 8 May 2016.

28. We also rely on my partner's income of approximately \$600 to \$700 (gross) per week.

**Impact of variation to part time work**

29. I have been shown the variation to the Award sought by MSS Security. I understand the effect of the variation would be that I will have certain days that I am rostered, a minimum number of hours per week and that my employer would be able to roster me on my rostered days up to my maximum agreed hours. My employer would be able roster me across my minimum and maximum hours on my rostered days. My regular hours of work will be able to be varied with the roster and that some weeks I will work less and other weeks I may work more, this will affect me in the following ways:

- contribute to my stress levels as I will no longer know how much work I get each week;
- I will be unable arrange work schedules with my partner around the children; and
- Contribute to increased financial pressure on weeks I am working less.

30. I am also concerned that I will be asked to sign a contract with a low minimum number of weekly hours. I need my job and there is limited capacity for me to negotiate such matters with my employer.

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Witness Signature



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Andrew Jon Gregory

Date: 26 May 2016



**B**



# PSS Labour Hire

ABN. 26 128 441 145

Pay Slip For: Gregory, Andrew Jon  
 Classification: Uniform Guard

Cheque No:  
 Payment Date: 31/8/2015

Annual Salary: \$0.00

Hourly Rate: \$0.0000

Pay Period From: 17/8/2015 To: 30/8/2015

GROSS PAY: \$2,253.08

Superannuation Fund:

NET PAY: \$1,511.08

| DESCRIPTION                    | HOURS | CALC. RATE | AMOUNT     | YTD        | TYPE                    |
|--------------------------------|-------|------------|------------|------------|-------------------------|
| MP-P.Time-M/F Day              | 5.00  | \$19.98    | \$99.90    | \$99.90    | Wages                   |
| MP-P.Time-M/F Night            | 55.00 | \$24.98    | \$1,373.90 | \$1,373.90 | Wages                   |
| MP-P.Time-Saturday             | 12.00 | \$29.97    | \$359.64   | \$359.64   | Wages                   |
| MP-P.Time-Sunday               | 12.00 | \$34.97    | \$419.64   | \$419.64   | Wages                   |
| Uniform Deposit Current Financ |       |            | -\$70.00   | -\$70.00   | Deduction               |
| PAYG Withholding               |       |            | -\$672.00  | -\$672.00  | Tax                     |
| Superannuation Guarantee       |       |            | \$140.28   | \$140.28   | Superannuation Expenses |

# PSS Labour Hire

ABN. 26 128 441 145

Pay Slip For: Gregory, Andrew Jon  
 Classification: Uniform Guard

Cheque No:  
 Payment Date: 14/9/2015

Annual Salary: \$0.00

Hourly Rate: \$0.0000

Pay Period From: 31/8/2015 To: 13/9/2015

GROSS PAY: \$1,958.32

Superannuation Fund:

NET PAY: \$1,248.32

| DESCRIPTION                     | HOURS | CALC. RATE | AMOUNT     | YTD         | TYPE                    |
|---------------------------------|-------|------------|------------|-------------|-------------------------|
| MP-P.Time-M/F Day               | 4.00  | \$19.98    | \$79.92    | \$179.82    | Wages                   |
| MP-P.Time-M/F Night             | 44.00 | \$24.98    | \$1,099.12 | \$2,473.02  | Wages                   |
| MP-P.Time-Saturday              | 12.00 | \$29.97    | \$359.64   | \$719.28    | Wages                   |
| MP-P.Time-Sunday                | 12.00 | \$34.97    | \$419.64   | \$839.28    | Wages                   |
| MP Equip Deposit Current Financ |       |            | -\$70.00   | -\$70.00    | Deduction               |
| Uniform Deposit Current Financ  |       |            | -\$70.00   | -\$140.00   | Deduction               |
| PAYG Withholding                |       |            | -\$570.00  | -\$1,242.00 | Tax                     |
| Superannuation Guarantee        |       |            | \$140.28   | \$280.56    | Superannuation Expenses |

# PSS Labour Hire

ABN. 26 128 441 145

Pay Slip For: Gregory, Andrew Jon  
 Classification: Uniform Guard

Cheque No:  
 Payment Date: 28/9/2015

Annual Salary: \$0.00

Hourly Rate: \$0.0000

Pay Period From: 14/9/2015 To: 27/9/2015

GROSS PAY: \$2,377.93

Superannuation Fund:

NET PAY: \$1,523.93

| DESCRIPTION                     | HOURS | CALC. RATE | AMOUNT     | YTD         | TYPE                    |
|---------------------------------|-------|------------|------------|-------------|-------------------------|
| MP-P.Time-M/F Day               | 5.00  | \$19.98    | \$99.90    | \$279.72    | Wages                   |
| MP-P.Time-M/F Night             | 50.00 | \$24.98    | \$1,249.00 | \$3,722.02  | Wages                   |
| MP-P.Time-PH                    | 5.00  | \$49.95    | \$249.75   | \$249.75    | Wages                   |
| MP-P.Time-Saturday              | 12.00 | \$29.97    | \$359.64   | \$1,078.92  | Wages                   |
| MP-P.Time-Sunday                | 12.00 | \$34.97    | \$419.64   | \$1,258.92  | Wages                   |
| MP Equip Deposit Current Financ |       |            | -\$70.00   | -\$140.00   | Deduction               |
| Uniform Deposit Current Financ  |       |            | -\$70.00   | -\$210.00   | Deduction               |
| PAYG Withholding                |       |            | -\$714.00  | -\$1,956.00 | Tax                     |
| Superannuation Guarantee        |       |            | \$140.28   | \$420.84    | Superannuation Expenses |

# PSS Labour Hire

ABN. 26 128 441 145

Pay Slip For: Gregory, Andrew Jon  
 Classification: Uniform Guard

Cheque No:  
 Payment Date: 12/10/2015

Annual Salary: \$0.00

Hourly Rate: \$0.0000

Pay Period From: 28/9/2015 To: 11/10/2015

GROSS PAY: \$2,837.59

Superannuation Fund:

NET PAY: \$1,919.59

| DESCRIPTION                     | HOURS | CALC. RATE | AMOUNT    | YTD         | TYPE                    |
|---------------------------------|-------|------------|-----------|-------------|-------------------------|
| MP-P.Time-M/F Day               | 3.00  | \$19.98    | \$59.94   | \$339.66    | Wages                   |
| MP-P.Time-M/F Night             | 38.00 | \$24.98    | \$949.24  | \$4,671.26  | Wages                   |
| MP-P.Time-PH                    | 7.00  | \$49.95    | \$349.65  | \$599.40    | Wages                   |
| MP-P.Time-Saturday              | 12.00 | \$29.97    | \$359.64  | \$1,438.56  | Wages                   |
| MP-P.Time-Sunday                | 12.00 | \$34.97    | \$419.64  | \$1,678.56  | Wages                   |
| Training M2                     | 36.00 | \$19.43    | \$699.48  | \$699.48    | Wages                   |
| Uniform Deposit Current Financ  |       |            | \$0.00    | -\$210.00   | Deduction               |
| MP Equip Deposit Current Financ |       |            | \$0.00    | -\$140.00   | Deduction               |
| PAYG Withholding                |       |            | -\$918.00 | -\$2,874.00 | Tax                     |
| Superannuation Guarantee        |       |            | \$140.28  | \$561.12    | Superannuation Expenses |

# PSS Labour Hire

ABN. 26 128 441 145

Pay Slip For: Gregory, Andrew Jon  
 Classification: Uniform Guard

Cheque No:  
 Payment Date: 26/10/2015

Annual Salary: \$0.00

Hourly Rate: \$0.0000

Pay Period From: 12/10/2015 To: 25/10/2015

GROSS PAY: \$2,375.03

Superannuation Fund:

NET PAY: \$1,521.03

| DESCRIPTION                     | HOURS | CALC. RATE | AMOUNT     | YTD         | TYPE                    |
|---------------------------------|-------|------------|------------|-------------|-------------------------|
| MP-P.Time-M/F Day               | 5.00  | \$19.98    | \$99.90    | \$439.56    | Wages                   |
| MP-P.Time-M/F Night             | 55.00 | \$24.98    | \$1,373.90 | \$6,045.16  | Wages                   |
| MP-P.Time-Saturday              | 12.00 | \$29.97    | \$359.64   | \$1,798.20  | Wages                   |
| MP-P.Time-Sunday                | 12.00 | \$34.97    | \$419.64   | \$2,098.20  | Wages                   |
| SG-P.Time-M/F Day               | 0.50  | \$19.44    | \$9.72     | \$9.72      | Wages                   |
| SG-P.Time-M/F Night             | 4.50  | \$24.94    | \$112.23   | \$112.23    | Wages                   |
| MP-P.Time-PH                    |       |            | \$0.00     | \$599.40    | Wages                   |
| Training M2                     |       |            | \$0.00     | \$699.48    | Wages                   |
| MP Equip Deposit Current Financ |       |            | -\$70.00   | -\$210.00   | Deduction               |
| Uniform Deposit Current Financ  |       |            | -\$70.00   | -\$280.00   | Deduction               |
| PAYG Withholding                |       |            | -\$714.00  | -\$3,588.00 | Tax                     |
| Superannuation Guarantee        |       |            | \$140.28   | \$701.40    | Superannuation Expenses |

# PSS Labour Hire

ABN. 26 128 441 145

Pay Slip For: Gregory, Andrew Jon  
 Classification: Uniform Guard

Cheque No:  
 Payment Date: 9/11/2015

Annual Salary: \$0.00

Hourly Rate: \$0.0000

Pay Period From: 26/10/2015 To: 8/11/2015

GROSS PAY: \$2,375.45

Superannuation Fund:

NET PAY: \$1,483.95

| DESCRIPTION                     | HOURS | CALC. RATE | AMOUNT     | YTD         | TYPE                    |
|---------------------------------|-------|------------|------------|-------------|-------------------------|
| MP-P.Time-M/F Day               | 5.00  | \$19.98    | \$99.90    | \$539.46    | Wages                   |
| MP-P.Time-M/F Night             | 55.00 | \$24.98    | \$1,373.90 | \$7,419.06  | Wages                   |
| MP-P.Time-Saturday              | 12.00 | \$29.97    | \$359.64   | \$2,157.84  | Wages                   |
| MP-P.Time-Sunday                | 12.00 | \$34.97    | \$419.64   | \$2,517.84  | Wages                   |
| SG-P.Time-Saturday              | 3.00  | \$29.15    | \$87.45    | \$87.45     | Wages                   |
| SG-P.Time-Sunday                | 1.00  | \$34.92    | \$34.92    | \$34.92     | Wages                   |
| SG-P.Time-M/F Day               |       |            | \$0.00     | \$9.72      | Wages                   |
| SG-P.Time-M/F Night             |       |            | \$0.00     | \$112.23    | Wages                   |
| MP-P.Time-PH                    |       |            | \$0.00     | \$599.40    | Wages                   |
| Training M2                     |       |            | \$0.00     | \$699.48    | Wages                   |
| MP Equip Deposit Current Financ |       |            | -\$90.00   | -\$300.00   | Deduction               |
| Uniform Deposit Current Financ  |       |            | -\$97.50   | -\$377.50   | Deduction               |
| PAYG Withholding                |       |            | -\$704.00  | -\$4,292.00 | Tax                     |
| Superannuation Guarantee        |       |            | \$140.28   | \$841.68    | Superannuation Expenses |

# PSS Labour Hire

ABN. 26 128 441 145

Pay Slip For: Gregory, Andrew Jon  
 Classification: Uniform Guard

Cheque No:  
 Payment Date: 23/11/2015

Annual Salary: \$0.00

Hourly Rate: \$0.0000

Pay Period From: 9/11/2015 To: 22/11/2015

GROSS PAY: \$2,547.84

Superannuation Fund:

NET PAY: \$1,617.34

| DESCRIPTION                     | HOURS | CALC. RATE | AMOUNT     | YTD         | TYPE                    |
|---------------------------------|-------|------------|------------|-------------|-------------------------|
| MP-P.Time-M/F Day               | 6.00  | \$19.98    | \$119.88   | \$659.34    | Wages                   |
| MP-P.Time-M/F Night             | 66.00 | \$24.98    | \$1,648.68 | \$9,067.74  | Wages                   |
| MP-P.Time-Saturday              | 12.00 | \$29.97    | \$359.64   | \$2,517.48  | Wages                   |
| MP-P.Time-Sunday                | 12.00 | \$34.97    | \$419.64   | \$2,937.48  | Wages                   |
| SG-P.Time-M/F Day               |       |            | \$0.00     | \$9.72      | Wages                   |
| SG-P.Time-M/F Night             |       |            | \$0.00     | \$112.23    | Wages                   |
| SG-P.Time-Saturday              |       |            | \$0.00     | \$87.45     | Wages                   |
| SG-P.Time-Sunday                |       |            | \$0.00     | \$34.92     | Wages                   |
| MP-P.Time-PH                    |       |            | \$0.00     | \$599.40    | Wages                   |
| Training M2                     |       |            | \$0.00     | \$699.48    | Wages                   |
| MP Equip Deposit Current Financ |       |            | -\$97.50   | -\$397.50   | Deduction               |
| Uniform Deposit Current Financ  |       |            | -\$45.00   | -\$422.50   | Deduction               |
| PAYG Withholding                |       |            | -\$788.00  | -\$5,080.00 | Tax                     |
| Superannuation Guarantee        |       |            | \$140.28   | \$981.96    | Superannuation Expenses |



# PSS Labour Hire

ABN. 26 128 441 145

Pay Slip For: Gregory, Andrew Jon  
 Classification: Uniform Guard

Cheque No:  
 Payment Date: 7/12/2015

Annual Salary: \$0.00

Hourly Rate: \$0.0000

Pay Period From: 23/11/2015 To: 6/12/2015

GROSS PAY: \$589.52

Superannuation Fund:

NET PAY: \$455.52

| DESCRIPTION                     | HOURS | CALC. RATE | AMOUNT    | YTD         | TYPE                    |
|---------------------------------|-------|------------|-----------|-------------|-------------------------|
| MP-P.Time-M/F Day               | 2.00  | \$19.98    | \$39.96   | \$699.30    | Wages                   |
| MP-P.Time-M/F Night             | 22.00 | \$24.98    | \$549.56  | \$9,617.30  | Wages                   |
| SG-P.Time-M/F Day               |       |            | \$0.00    | \$9.72      | Wages                   |
| SG-P.Time-M/F Night             |       |            | \$0.00    | \$112.23    | Wages                   |
| SG-P.Time-Saturday              |       |            | \$0.00    | \$87.45     | Wages                   |
| SG-P.Time-Sunday                |       |            | \$0.00    | \$34.92     | Wages                   |
| MP-P.Time-PH                    |       |            | \$0.00    | \$599.40    | Wages                   |
| MP-P.Time-Saturday              |       |            | \$0.00    | \$2,517.48  | Wages                   |
| MP-P.Time-Sunday                |       |            | \$0.00    | \$2,937.48  | Wages                   |
| Training M2                     |       |            | \$0.00    | \$699.48    | Wages                   |
| Uniform-Deposit Current Financ  |       |            | \$0.00    | -\$422.50   | Deduction               |
| MP Equip Deposit Current Financ |       |            | \$0.00    | -\$397.50   | Deduction               |
| PAYG Withholding                |       |            | -\$134.00 | -\$5,214.00 | Tax                     |
| Superannuation Guarantee        |       |            | \$44.30   | \$1,026.26  | Superannuation Expenses |

# PSS Labour Hire

ABN. 26 128 441 145

Pay Slip For: Gregory, Andrew Jon  
 Classification: Uniform Guard

Cheque No:  
 Payment Date: 21/12/2015

Annual Salary: \$0.00

Hourly Rate: \$0.0000

Pay Period From: 7/12/2015 To: 20/12/2015

GROSS PAY: \$2,278.08

Superannuation Fund:

NET PAY: \$1,574.08

| DESCRIPTION                     | HOURS | CALC. RATE | AMOUNT     | YTD         | TYPE                    |
|---------------------------------|-------|------------|------------|-------------|-------------------------|
| MP-P.Time-M/F Night             | 60.00 | \$24.98    | \$1,498.80 | \$11,116.10 | Wages                   |
| MP-P.Time-Saturday              | 12.00 | \$29.97    | \$359.64   | \$2,877.12  | Wages                   |
| MP-P.Time-Sunday                | 12.00 | \$34.97    | \$419.64   | \$3,357.12  | Wages                   |
| SG-P.Time-M/F Day               |       |            | \$0.00     | \$9.72      | Wages                   |
| SG-P.Time-M/F Night             |       |            | \$0.00     | \$112.23    | Wages                   |
| SG-P.Time-Saturday              |       |            | \$0.00     | \$87.45     | Wages                   |
| SG-P.Time-Sunday                |       |            | \$0.00     | \$34.92     | Wages                   |
| MP-P.Time-M/F Day               |       |            | \$0.00     | \$699.30    | Wages                   |
| MP-P.Time-PH                    |       |            | \$0.00     | \$599.40    | Wages                   |
| Training M2                     |       |            | \$0.00     | \$699.48    | Wages                   |
| Uniform Deposit Current Financ  |       |            | \$0.00     | -\$422.50   | Deduction               |
| MP Equip Deposit Current Financ |       |            | \$0.00     | -\$397.50   | Deduction               |
| PAYG Withholding                |       |            | -\$704.00  | -\$5,918.00 | Tax                     |
| Superannuation Guarantee        |       |            | \$140.28   | \$1,166.54  | Superannuation Expenses |

# PSS Labour Hire

ABN. 26 128 441 145

Pay Slip For: Gregory, Andrew Jon

Cheque No:

Classification: Uniform Guard

Payment Date: 4/1/2016

Annual Salary: \$0.00

Hourly Rate: \$0.0000

Pay Period From: 21/12/2015 To: 3/1/2016

GROSS PAY: \$1,348.86

Superannuation Fund:

NET PAY: \$966.86

| DESCRIPTION                     | HOURS | CALC. RATE | AMOUNT     | YTD         | TYPE                    |
|---------------------------------|-------|------------|------------|-------------|-------------------------|
| MP-P.Time-M/F Night             | 42.00 | \$24.98    | \$1,049.16 | \$12,165.26 | Wages                   |
| MP-P.Time-PH                    | 6.00  | \$49.95    | \$299.70   | \$899.10    | Wages                   |
| Sick Leave Part Time            |       |            | \$0.00     | \$466.32    | Wages                   |
| SG-P.Time-M/F Day               |       |            | \$0.00     | \$9.72      | Wages                   |
| SG-P.Time-M/F Night             |       |            | \$0.00     | \$112.23    | Wages                   |
| SG-P.Time-Saturday              |       |            | \$0.00     | \$87.45     | Wages                   |
| SG-P.Time-Sunday                |       |            | \$0.00     | \$34.92     | Wages                   |
| MP-P.Time-M/F Day               |       |            | \$0.00     | \$699.30    | Wages                   |
| MP-P.Time-Saturday              |       |            | \$0.00     | \$2,877.12  | Wages                   |
| MP-P.Time-Sunday                |       |            | \$0.00     | \$3,357.12  | Wages                   |
| Training M2                     |       |            | \$0.00     | \$699.48    | Wages                   |
| Uniform Deposit Current Financ  |       |            | \$0.00     | -\$422.50   | Deduction               |
| MP Equip Deposit Current Financ |       |            | \$0.00     | -\$397.50   | Deduction               |
| PAYG Withholding                |       |            | -\$382.00  | -\$6,404.00 | Tax                     |
| Superannuation Guarantee        |       |            | \$88.60    | \$1,255.14  | Superannuation Expenses |

# PSS Labour Hire

ABN. 26 128 441 145

Pay Slip For: Gregory, Andrew Jon  
 Classification: Uniform Guard

Cheque No:  
 Payment Date: 18/1/2016

Annual Salary: \$0.00

Hourly Rate: \$0.0000

Pay Period From: 4/1/2016 To: 17/1/2016

GROSS PAY: \$2,078.08

Superannuation Fund:

NET PAY: \$1,442.08

| DESCRIPTION                     | HOURS | CALC. RATE | AMOUNT     | YTD         | TYPE                    |
|---------------------------------|-------|------------|------------|-------------|-------------------------|
| Advance payment                 |       |            | -\$200.00  | \$1,800.00  | Wages                   |
| MP-P.Time-M/F Night             | 60.00 | \$24.98    | \$1,498.80 | \$13,664.06 | Wages                   |
| MP-P.Time-Saturday              | 12.00 | \$29.97    | \$359.64   | \$3,236.76  | Wages                   |
| MP-P.Time-Sunday                | 12.00 | \$34.97    | \$419.64   | \$3,776.76  | Wages                   |
| Sick Leave Part Time            |       |            | \$0.00     | \$466.32    | Wages                   |
| SG-P.Time-M/F Day               |       |            | \$0.00     | \$9.72      | Wages                   |
| SG-P.Time-M/F Night             |       |            | \$0.00     | \$112.23    | Wages                   |
| SG-P.Time-Saturday              |       |            | \$0.00     | \$87.45     | Wages                   |
| SG-P.Time-Sunday                |       |            | \$0.00     | \$34.92     | Wages                   |
| MP-P.Time-M/F Day               |       |            | \$0.00     | \$699.30    | Wages                   |
| MP-P.Time-PH                    |       |            | \$0.00     | \$899.10    | Wages                   |
| Training M2                     |       |            | \$0.00     | \$699.48    | Wages                   |
| Uniform Deposit Current Financ  |       |            | \$0.00     | -\$422.50   | Deduction               |
| MP Equip Deposit Current Financ |       |            | \$0.00     | -\$397.50   | Deduction               |
| PAYG Withholding                |       |            | -\$536.00  | -\$7,040.00 | Tax                     |
| Superannuation Guarantee        |       |            | \$140.28   | \$1,395.42  | Superannuation Expenses |

# PSS Labour Hire

ABN. 26 128 441 145

Pay Slip For: Gregory, Andrew Jon  
 Classification: Uniform Guard

Cheque No:  
 Payment Date: 1/2/2016

Annual Salary: \$0.00

Hourly Rate: \$0.0000

Pay Period From: 18/1/2016 To: 31/1/2016

GROSS PAY: \$499.48

Superannuation Fund:

NET PAY: \$387.48

| DESCRIPTION                     | HOURS | CALC. RATE | AMOUNT    | YTD         | TYPE                    |
|---------------------------------|-------|------------|-----------|-------------|-------------------------|
| Advance payment                 |       |            | -\$200.00 | \$1,400.00  | Wages                   |
| Training M1                     | 36.00 | \$19.43    | \$699.48  | \$699.48    | Wages                   |
| Sick Leave Part Time            |       |            | \$0.00    | \$466.32    | Wages                   |
| SG-P.Time-M/F Day               |       |            | \$0.00    | \$9.72      | Wages                   |
| SG-P.Time-M/F Night             |       |            | \$0.00    | \$112.23    | Wages                   |
| SG-P.Time-Saturday              |       |            | \$0.00    | \$87.45     | Wages                   |
| SG-P.Time-Sunday                |       |            | \$0.00    | \$34.92     | Wages                   |
| MP-P.Time-M/F Day               |       |            | \$0.00    | \$699.30    | Wages                   |
| MP-P.Time-M/F Night             |       |            | \$0.00    | \$15,162.86 | Wages                   |
| MP-P.Time-PH                    |       |            | \$0.00    | \$899.10    | Wages                   |
| MP-P.Time-Saturday              |       |            | \$0.00    | \$3,596.40  | Wages                   |
| MP-P.Time-Sunday                |       |            | \$0.00    | \$4,196.40  | Wages                   |
| Training M2                     |       |            | \$0.00    | \$699.48    | Wages                   |
| Uniform Deposit Current Financ  |       |            | \$0.00    | -\$422.50   | Deduction               |
| MP Equip Deposit Current Financ |       |            | \$0.00    | -\$397.50   | Deduction               |
| PAYG Withholding                |       |            | -\$112.00 | -\$7,788.00 | Tax                     |
| Superannuation Guarantee        |       |            | \$0.00    | \$1,535.70  | Superannuation Expenses |

# PSS Labour Hire

ABN. 26 128 441 145

Pay Slip For: Gregory, Andrew Jon  
 Classification: Uniform Guard

Cheque No:  
 Payment Date: 1/2/2016

Annual Salary: \$0.00

Hourly Rate: \$0.0000

Pay Period From: 18/1/2016 To: 31/1/2016

GROSS PAY: \$2,078.08

Superannuation Fund:

NET PAY: \$1,442.08

| DESCRIPTION                     | HOURS | CALC. RATE | AMOUNT     | YTD         | TYPE                    |
|---------------------------------|-------|------------|------------|-------------|-------------------------|
| Advance payment                 |       |            | -\$200.00  | \$1,600.00  | Wages                   |
| MP-P.Time-M/F Night             | 60.00 | \$24.98    | \$1,498.80 | \$15,162.86 | Wages                   |
| MP-P.Time-Saturday              | 12.00 | \$29.97    | \$359.64   | \$3,596.40  | Wages                   |
| MP-P.Time-Sunday                | 12.00 | \$34.97    | \$419.64   | \$4,196.40  | Wages                   |
| Sick Leave Part Time            |       |            | \$0.00     | \$466.32    | Wages                   |
| SG-P.Time-M/F Day               |       |            | \$0.00     | \$9.72      | Wages                   |
| SG-P.Time-M/F Night             |       |            | \$0.00     | \$112.23    | Wages                   |
| SG-P.Time-Saturday              |       |            | \$0.00     | \$87.45     | Wages                   |
| SG-P.Time-Sunday                |       |            | \$0.00     | \$34.92     | Wages                   |
| MP-P.Time-M/F Day               |       |            | \$0.00     | \$699.30    | Wages                   |
| MP-P.Time-PH                    |       |            | \$0.00     | \$899.10    | Wages                   |
| Training M2                     |       |            | \$0.00     | \$699.48    | Wages                   |
| Uniform Deposit Current Financ  |       |            | \$0.00     | -\$422.50   | Deduction               |
| MP Equip Deposit Current Financ |       |            | \$0.00     | -\$397.50   | Deduction               |
| PAYG Withholding                |       |            | -\$636.00  | -\$7,676.00 | Tax                     |
| Superannuation Guarantee        |       |            | \$140.28   | \$1,535.70  | Superannuation Expenses |

# PSS Labour Hire

ABN. 26 128 441 145

Pay Slip For: Gregory, Andrew Jon

Cheque No:

Classification: Uniform Guard

Payment Date: 15/2/2016

Annual Salary: \$0.00

Hourly Rate: \$0.0000

Pay Period From: 1/2/2016 To: 14/2/2016

GROSS PAY: \$362.75

Superannuation Fund:

NET PAY: \$362.75

| DESCRIPTION                     | HOURS | CALC. RATE | AMOUNT   | YTD         | TYPE                    |
|---------------------------------|-------|------------|----------|-------------|-------------------------|
| MP-P.Time-M/F Day               | 6.00  | \$19.98    | \$119.88 | \$819.18    | Wages                   |
| MP-P.Time-M/F Night             | 3.50  | \$24.98    | \$87.43  | \$15,250.29 | Wages                   |
| Sick Leave Part Time            | 8.00  | \$19.43    | \$155.44 | \$621.76    | Wages                   |
| Advance payment                 |       |            | \$0.00   | \$1,400.00  | Wages                   |
| SG-P.Time-M/F Day               |       |            | \$0.00   | \$9.72      | Wages                   |
| SG-P.Time-M/F Night             |       |            | \$0.00   | \$112.23    | Wages                   |
| SG-P.Time-Saturday              |       |            | \$0.00   | \$87.45     | Wages                   |
| SG-P.Time-Sunday                |       |            | \$0.00   | \$34.92     | Wages                   |
| MP-P.Time-PH                    |       |            | \$0.00   | \$899.10    | Wages                   |
| MP-P.Time-Saturday              |       |            | \$0.00   | \$3,596.40  | Wages                   |
| MP-P.Time-Sunday                |       |            | \$0.00   | \$4,196.40  | Wages                   |
| Training M1                     |       |            | \$0.00   | \$699.48    | Wages                   |
| Training M2                     |       |            | \$0.00   | \$699.48    | Wages                   |
| Uniform Deposit Current Financ  |       |            | \$0.00   | -\$422.50   | Deduction               |
| MP Equip Deposit Current Financ |       |            | \$0.00   | -\$397.50   | Deduction               |
| PAYG Withholding                |       |            | \$0.00   | -\$7,788.00 | Tax                     |
| Superannuation Guarantee        |       |            | \$18.00  | \$1,553.70  | Superannuation Expenses |



# PSS Labour Hire

ABN. 26 128 441 145

Pay Slip For: Gregory, Andrew Jon  
 Classification: Uniform Guard

Cheque No:  
 Payment Date: 29/2/2016

Annual Salary: \$0.00

Hourly Rate: \$0.0000

Pay Period From: 15/2/2016 To: 28/2/2016

GROSS PAY: \$936.55

Superannuation Fund:

NET PAY: \$878.55

| DESCRIPTION                     | HOURS | CALC. RATE | AMOUNT    | YTD         | TYPE                    |
|---------------------------------|-------|------------|-----------|-------------|-------------------------|
| Advance payment                 |       |            | -\$100.00 | \$1,300.00  | Wages                   |
| MP-P.Time-M/F Day               | 30.00 | \$19.98    | \$599.40  | \$1,418.58  | Wages                   |
| MP-P.Time-M/F Night             | 17.50 | \$24.98    | \$437.15  | \$15,687.44 | Wages                   |
| Sick Leave Part Time            |       |            | \$0.00    | \$621.76    | Wages                   |
| SG-P.Time-M/F Day               |       |            | \$0.00    | \$9.72      | Wages                   |
| SG-P.Time-M/F Night             |       |            | \$0.00    | \$112.23    | Wages                   |
| SG-P.Time-Saturday              |       |            | \$0.00    | \$87.45     | Wages                   |
| SG-P.Time-Sunday                |       |            | \$0.00    | \$34.92     | Wages                   |
| MP-P.Time-PH                    |       |            | \$0.00    | \$899.10    | Wages                   |
| MP-P.Time-Saturday              |       |            | \$0.00    | \$3,596.40  | Wages                   |
| MP-P.Time-Sunday                |       |            | \$0.00    | \$4,196.40  | Wages                   |
| Training M1                     |       |            | \$0.00    | \$699.48    | Wages                   |
| Training M2                     |       |            | \$0.00    | \$699.48    | Wages                   |
| Uniform Deposit Current Financ  |       |            | \$0.00    | -\$422.50   | Deduction               |
| MP Equip Deposit Current Financ |       |            | \$0.00    | -\$397.50   | Deduction               |
| PAYG Withholding                |       |            | -\$58.00  | -\$7,846.00 | Tax                     |
| Superannuation Guarantee        |       |            | \$87.58   | \$1,641.28  | Superannuation Expenses |

# PSS Labour Hire

ABN. 26 128 441 145

Pay Slip For: Gregory, Andrew Jon  
 Classification: Uniform Guard

Cheque No:  
 Payment Date: 14/3/2016

Annual Salary: \$0.00

Hourly Rate: \$0.0000

Pay Period From: 29/2/2016 To: 13/3/2016

GROSS PAY: \$1,036.74

Superannuation Fund:

NET PAY: \$952.74

| DESCRIPTION                     | HOURS | CALC. RATE | AMOUNT    | YTD         | TYPE                    |
|---------------------------------|-------|------------|-----------|-------------|-------------------------|
| Advance payment                 |       |            | -\$100.00 | \$1,200.00  | Wages                   |
| MP-P.Time-M/F Day               | 18.00 | \$19.98    | \$359.64  | \$1,778.22  | Wages                   |
| MP-P.Time-M/F Night             | 10.50 | \$24.98    | \$262.29  | \$15,949.73 | Wages                   |
| MP-P.Time-PH                    | 7.00  | \$49.95    | \$349.65  | \$1,248.75  | Wages                   |
| SG-P.Time-M/F Day               | 8.50  | \$19.43    | \$165.16  | \$174.88    | Wages                   |
| Sick Leave Part Time            |       |            | \$0.00    | \$621.76    | Wages                   |
| SG-P.Time-M/F Night             |       |            | \$0.00    | \$112.23    | Wages                   |
| SG-P.Time-Saturday              |       |            | \$0.00    | \$87.45     | Wages                   |
| SG-P.Time-Sunday                |       |            | \$0.00    | \$34.92     | Wages                   |
| MP-P.Time-Saturday              |       |            | \$0.00    | \$3,596.40  | Wages                   |
| MP-P.Time-Sunday                |       |            | \$0.00    | \$4,196.40  | Wages                   |
| Training M1                     |       |            | \$0.00    | \$699.48    | Wages                   |
| Training M2                     |       |            | \$0.00    | \$699.48    | Wages                   |
| Uniform Deposit Current Financ  |       |            | \$0.00    | -\$422.50   | Deduction               |
| MP Equip Deposit Current Financ |       |            | \$0.00    | -\$397.50   | Deduction               |
| PAYG Withholding                |       |            | -\$84.00  | -\$7,930.00 | Tax                     |
| Superannuation Guarantee        |       |            | \$81.22   | \$1,722.50  | Superannuation Expenses |

# PSS Labour Hire

ABN. 26 128 441 145

Pay Slip For: Gregory, Andrew Jon  
 Classification: Uniform Guard

Cheque No:  
 Payment Date: 28/3/2016

Annual Salary: \$0.00

Hourly Rate: \$0.0000

Pay Period From: 14/3/2016 To: 27/3/2016

GROSS PAY: \$379.52

Superannuation Fund:

NET PAY: \$379.52

| DESCRIPTION                     | HOURS | CALC. RATE | AMOUNT    | YTD         | TYPE                    |
|---------------------------------|-------|------------|-----------|-------------|-------------------------|
| Advance payment                 |       |            | -\$100.00 | \$1,100.00  | Wages                   |
| MP-P.Time-M/F Day               | 24.00 | \$19.98    | \$479.52  | \$2,257.74  | Wages                   |
| Sick Leave Part Time            |       |            | \$0.00    | \$621.76    | Wages                   |
| SG-P.Time-M/F Day               |       |            | \$0.00    | \$174.88    | Wages                   |
| SG-P.Time-M/F Night             |       |            | \$0.00    | \$112.23    | Wages                   |
| SG-P.Time-Saturday              |       |            | \$0.00    | \$87.45     | Wages                   |
| SG-P.Time-Sunday                |       |            | \$0.00    | \$34.92     | Wages                   |
| MP-P.Time-M/F Night             |       |            | \$0.00    | \$15,949.73 | Wages                   |
| MP-P.Time-PH                    |       |            | \$0.00    | \$1,248.75  | Wages                   |
| MP-P.Time-Saturday              |       |            | \$0.00    | \$3,596.40  | Wages                   |
| MP-P.Time-Sunday                |       |            | \$0.00    | \$4,196.40  | Wages                   |
| Training M1                     |       |            | \$0.00    | \$699.48    | Wages                   |
| Training M2                     |       |            | \$0.00    | \$699.48    | Wages                   |
| Uniform Deposit Current Financ  |       |            | \$0.00    | -\$422.50   | Deduction               |
| MP Equip Deposit Current Financ |       |            | \$0.00    | -\$397.50   | Deduction               |
| PAYG Withholding                |       |            | \$0.00    | -\$7,930.00 | Tax                     |
| Superannuation Guarantee        |       |            | \$45.00   | \$1,767.50  | Superannuation Expenses |

# PSS Labour Hire

ABN. 26 128 441 145

Pay Slip For: Gregory, Andrew Jon  
 Classification: Uniform Guard

Cheque No:  
 Payment Date: 11/4/2016

Annual Salary: \$0.00

Hourly Rate: \$0.0000

Pay Period From: 28/3/2016 To: 10/4/2016

GROSS PAY: \$832.64

Superannuation Fund:

NET PAY: \$804.64

| DESCRIPTION                     | HOURS | CALC. RATE | AMOUNT    | YTD         | TYPE                    |
|---------------------------------|-------|------------|-----------|-------------|-------------------------|
| Advance payment                 |       |            | -\$100.00 | \$1,000.00  | Wages                   |
| SG-P.Time-M/F Day               | 48.00 | \$19.43    | \$932.64  | \$1,107.52  | Wages                   |
| Sick Leave Part Time            |       |            | \$0.00    | \$621.76    | Wages                   |
| SG-P.Time-M/F Night             |       |            | \$0.00    | \$112.23    | Wages                   |
| SG-P.Time-Saturday              |       |            | \$0.00    | \$87.45     | Wages                   |
| SG-P.Time-Sunday                |       |            | \$0.00    | \$34.92     | Wages                   |
| MP-P.Time-M/F Day               |       |            | \$0.00    | \$2,257.74  | Wages                   |
| MP-P.Time-M/F Night             |       |            | \$0.00    | \$15,949.73 | Wages                   |
| MP-P.Time-PH                    |       |            | \$0.00    | \$1,248.75  | Wages                   |
| MP-P.Time-Saturday              |       |            | \$0.00    | \$3,596.40  | Wages                   |
| MP-P.Time-Sunday                |       |            | \$0.00    | \$4,196.40  | Wages                   |
| Training M1                     |       |            | \$0.00    | \$699.48    | Wages                   |
| Training M2                     |       |            | \$0.00    | \$699.48    | Wages                   |
| Uniform Deposit Current Financ  |       |            | \$0.00    | -\$422.50   | Deduction               |
| MP Equip Deposit Current Financ |       |            | \$0.00    | -\$397.50   | Deduction               |
| PAYG Withholding                |       |            | -\$28.00  | -\$7,958.00 | Tax                     |
| Superannuation Guarantee        |       |            | \$88.60   | \$1,856.10  | Superannuation Expenses |

# PSS Labour Hire

ABN. 26 128 441 145

Pay Slip For: Gregory, Andrew Jon  
 Classification: Uniform Guard

Cheque No:  
 Payment Date: 25/4/2016

Annual Salary: \$0.00

Hourly Rate: \$0.0000

Pay Period From: 11/4/2016 To: 24/4/2016

GROSS PAY: \$1,300.67

Superannuation Fund:

NET PAY: \$1,162.67

| DESCRIPTION                     | HOURS | CALC. RATE | AMOUNT     | YTD         | TYPE                    |
|---------------------------------|-------|------------|------------|-------------|-------------------------|
| Advance payment                 |       |            | -\$100.00  | \$900.00    | Wages                   |
| SG-P.Time-M/F Day               | 60.83 | \$19.43    | \$1,181.93 | \$2,289.45  | Wages                   |
| SG-P.Time-M/F Night             | 3.17  | \$24.94    | \$79.06    | \$191.29    | Wages                   |
| SG-P.Time-Sunday                | 4.00  | \$34.92    | \$139.68   | \$174.60    | Wages                   |
| Sick Leave Part Time            |       |            | \$0.00     | \$621.76    | Wages                   |
| SG-P.Time-Saturday              |       |            | \$0.00     | \$87.45     | Wages                   |
| MP-P.Time-M/F Day               |       |            | \$0.00     | \$2,257.74  | Wages                   |
| MP-P.Time-M/F Night             |       |            | \$0.00     | \$15,949.73 | Wages                   |
| MP-P.Time-PH                    |       |            | \$0.00     | \$1,248.75  | Wages                   |
| MP-P.Time-Saturday              |       |            | \$0.00     | \$3,596.40  | Wages                   |
| MP-P.Time-Sunday                |       |            | \$0.00     | \$4,196.40  | Wages                   |
| Training M1                     |       |            | \$0.00     | \$699.48    | Wages                   |
| Training M2                     |       |            | \$0.00     | \$699.48    | Wages                   |
| Uniform Deposit Current Financ  |       |            | \$0.00     | -\$422.50   | Deduction               |
| MP Equip Deposit Current Financ |       |            | \$0.00     | -\$397.50   | Deduction               |
| PAYG Withholding                |       |            | -\$138.00  | -\$8,096.00 | Tax                     |
| Superannuation Guarantee        |       |            | \$125.50   | \$1,981.60  | Superannuation Expenses |

# PSS Labour Hire

ABN. 26 128 441 145

Pay Slip For: Gregory, Andrew Jon  
 Classification: Uniform Guard

Cheque No:  
 Payment Date: 9/5/2016

Annual Salary: \$0.00

Hourly Rate: \$0.0000

Pay Period From: 25/4/2016 To: 8/5/2016

GROSS PAY: \$1,205.50

Superannuation Fund:

NET PAY: \$1,087.50

| DESCRIPTION                     | HOURS | CALC. RATE | AMOUNT     | YTD         | TYPE                    |
|---------------------------------|-------|------------|------------|-------------|-------------------------|
| Advance payment                 |       |            | -\$100.00  | \$800.00    | Wages                   |
| SG-P.Time-M/F Day               | 54.00 | \$19.43    | \$1,049.22 | \$3,338.67  | Wages                   |
| SG-P.Time-Saturday              | 4.00  | \$29.15    | \$116.60   | \$204.05    | Wages                   |
| SG-P.Time-Sunday                | 4.00  | \$34.92    | \$139.68   | \$314.28    | Wages                   |
| Sick Leave Part Time            |       |            | \$0.00     | \$621.76    | Wages                   |
| SG-P.Time-M/F Night             |       |            | \$0.00     | \$191.29    | Wages                   |
| MP-P.Time-M/F Day               |       |            | \$0.00     | \$2,257.74  | Wages                   |
| MP-P.Time-M/F Night             |       |            | \$0.00     | \$15,949.73 | Wages                   |
| MP-P.Time-PH                    |       |            | \$0.00     | \$1,248.75  | Wages                   |
| MP-P.Time-Saturday              |       |            | \$0.00     | \$3,596.40  | Wages                   |
| MP-P.Time-Sunday                |       |            | \$0.00     | \$4,196.40  | Wages                   |
| Training M1                     |       |            | \$0.00     | \$699.48    | Wages                   |
| Training M2                     |       |            | \$0.00     | \$699.48    | Wages                   |
| Uniform Deposit Current Financ  |       |            | \$0.00     | -\$422.50   | Deduction               |
| MP Equip Deposit Current Financ |       |            | \$0.00     | -\$397.50   | Deduction               |
| PAYG Withholding                |       |            | -\$118.00  | -\$8,214.00 | Tax                     |
| Superannuation Guarantee        |       |            | \$124.02   | \$2,105.62  | Superannuation Expenses |

## Current and recent data on employment numbers of Security Officers and Guards

### *Number of persons ('000s) working as Security Officers or Guards (4422), by sex and time period*

|         | February Quarter<br>2016 | February Quarter<br>2015 | May Quarter 2015 | August Quarter 2015 |
|---------|--------------------------|--------------------------|------------------|---------------------|
| Males   | 34.6                     | 43.5                     | 41.1             | 39.8                |
| Females | 10.1                     | 9                        | 11.1             | 8.2                 |
| Persons | 44.7                     | 52.6                     | 52.2             | 48                  |

Source: Detailed Labour Force Quarterly, Table EQ08

### *Hours actually worked in all jobs, per employed person (Security Officers and Guards), by sex and time period*

|         | February Quarter<br>2016 | February Quarter<br>2015 | May Quarter 2015 | August Quarter 2015 |
|---------|--------------------------|--------------------------|------------------|---------------------|
| Males   | 34.7                     | 32.2                     | 36.8             | 31.5                |
| Females | 30.9                     | 28.6                     | 33               | 31.1                |
| Persons | 33.8                     | 31.6                     | 36               | 31.4                |

Source: Detailed Labour Force Quarterly, Table EQ08

### *Hours of work*

| Weekly hours worked (range) | N     | %     |
|-----------------------------|-------|-------|
| 1-15 hours                  | 3247  | 8.5   |
| 16-24 hours                 | 3906  | 10.3  |
| 25-34 hours                 | 4354  | 11.4  |
| 35 hours or more            | 26525 | 69.7  |
| TOTAL                       | 38032 | 100.0 |

Source: ABS Census of Population and Housing 2011. Data extracted using Table Builder.

### *Average weekly earnings by method of pay setting*

|  | 4422<br>Security<br>officers<br>and<br>guards | All<br>occupations |
|--|---|--------------------|
| Award only                               | 1,094.20                                      | 711.20             |
| Collective agreement                     | 1,154.00                                      | 1,214.00           |
| Individual arrangement                   | 1,177.20                                      | 1,376.10           |
| Owner manager of incorporated enterprise | 1,118.90                                      | 1,316.70           |
| All methods of setting pay               | 1,138.30                                      | 1,182.40           |

Source: ABS Cat no 63060 Employee Earnings and Hours, Australia, May 2014, Table 1