



Chubb Fire & Security Pty Ltd

Western Australian

Portable Service Technicians

Enterprise Agreement

2024 - 2026

1 Title

This agreement is known as the Chubb Fire & Security Pty Ltd , Western Australian, Portable Service Technicians Enterprise Agreement, 2024 - 2026.

2 Arrangement

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3 Parties to the Agreement

This agreement shall be binding upon;

- 3.1. Chubb Fire and Security (ABN 47 000 067 541) (“the Employer”).
- 3.2. All employees engaged as Portable Service Technicians employed to work from the Company’s Jandakot depot (the Employees).

4 Agreement Interpretation

- 4.1. A reference to legislation (including sub-ordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it.
- 4.2. A singular word includes the plural and vice versa e.g. the Employees includes an Employee.

5 Date of Operation of Agreement

This agreement comes into operation seven (7) days after approval by the Fair Work Commission and will remain in operation until 31st December 2026.

This agreement will continue in force after its nominal expiry date pursuant to the Act. Until such time as it is replaced by a new agreement or terminated.

6 Entire Agreement

- 6.1. This Agreement is a comprehensive agreement and will stand alone.
- 6.2. This agreement is to be read in conjunction with the National Employment Standards (NES) and if a term of this agreement is detrimental to an employee when compared to a standard, the standard prevails over a term of this agreement.
- 6.3. This Agreement supersedes the Chubb Fire Safety Western Australian Portable Service Technicians Enterprise Agreement 2021 – 2023.

7 The Employment Relationship

7.1. Employment Categories

Employees covered by this agreement may be casual, part-time or full-time.

7.2. Casual Employment

- 7.2.1. A casual employee will be paid 1/38th of the weekly rate for the classification in which they are employed plus a casual loading of 25% for each ordinary hour they work.
- 7.2.2. On each occasion a casual employee is required to attend work the employee must be paid for a minimum of 4 consecutive hours’ work. In order to meet their personal circumstances a casual employee may request and the employer may agree to an engagement for no less than 3 consecutive hours.

7.3. Part Time Employment

7.3.1. A part time Employee is one who

7.3.1.1. Is employed for less than thirty eight (38) ordinary hours per week; and

7.3.1.2. Have reasonable predictable hours of work.

7.3.2. At the time of engagement, the Employer and the Employee will agree in writing on the pattern of work required, including specifying the number of ordinary hours per week, the days on which the work is to be performed, the hourly rate, and the usual daily starting and finishing times.

7.3.3. The Employer may change individual ordinary hours of work during the life of the agreement to meet the operational needs of the business (including, but not limited to, the daily maximum ordinary hours, work cycles and the taking of meal breaks and rest periods).

7.3.4. The Employer will roster a part-time employee for a minimum of four (4) consecutive hours on any day.

7.3.5. All time worked outside the spread of ordinary working hours and all time worked in excess of the hours as mutually arranged will be overtime.

7.3.6. Where a public holiday falls on a day upon which a part-time employee is normally employed and the Employee is not required to work, the Employee will be paid for the hours that would normally have been worked on that day. If required to work on a public holiday the Employee will be paid for the time worked at the appropriate penalty rate.

7.3.7. Where an Employee and the Employer agree in writing, part-time employment may be converted to full-time employment, or vice versa. If an Employee transfers from part-time to full time employment, or vice versa, all accrued entitlements will be maintained.

7.3.8. All other provisions of this Agreement will apply to part-time employees.

8 Conditions of Employment

It is a term and condition of employment and of the obligations and rights occurring under this Agreement, that an employee:

8.1. Properly use and maintain all appropriate protective clothing, tools and equipment supplied by the Employer.

8.2. Use any equipment, technology and perform any duties that are within the limits of the Employee's skill, competence and training

8.3. Maintain commitment to, and comply with the Employer's directions with respect to, safety, quality, site cleanliness, waste management, productivity and efficiency.

9 Qualifying Period

9.1. New Employees, other than casual employees, will be employed for a qualifying period of six (6) months from the Employee's commencement date.

- 9.2. During this period either the Employee or the Employer can terminate the employment by giving one (1) week's notice in writing, except in the case of misconduct where instant dismissal may apply.

10 Hours of Work

- 10.1. Employees will work an average of thirty eight (38) ordinary hours per week over 152 hours in a 28 day cycle.
- 10.2. Ordinary hours of work are between 6.00 am and 6.00 pm Monday to Friday. Ordinary hours will normally be worked between 7:30 am and 4:00 pm. The Employer will give Employees reasonable notification of any change to normal hours of work.
- 10.3. By agreement with the Employer, normal hours of work may change to suit an Employee's flexible work preferences or the needs of customers.

11 Rostered Days Off

- 11.1. Two (2) hours per week will be accrued towards a rostered day off to provide for nineteen (19) working days and one (1) rostered day off over a four (4) week period.
- 11.2. This rostered day off is to be taken at a time agreed to, with the Employer.
- 11.3. The Employer may request an Employee to change the date of a rostered day off to meet operational needs. The Employee will not unreasonably withhold their agreement to the change in the date of the rostered day off.
- 11.4. When an Employee takes a rostered day off they will be paid no more than the time that has been accrued toward the rostered day off.
- 11.5. On termination of employment any hours accrued toward the rostered day off that have not been taken by an Employee will be paid at single time rates.
- 11.6. An Employee may request in writing that hours accrued toward a rostered day off be paid at single time rates in lieu of taking the rostered day off. The Employer will review the request in light of operational requirements and advise the Employee if the rostered day off can be cashed out.
- 11.7. An Employee may accrue up to five (5) rostered days off to be taken at a time agreed with the Employer.

12 Overtime

- 12.1. Time worked in excess of thirty eight (38) ordinary hours in a week will be treated as overtime.
- 12.2. Overtime will be paid at the rates provided for in the table below (Overtime Rates).

Overtime Rates

Period	Multiple of Ordinary Hourly Rate
Monday to Friday	Up to the first 2 hours – time and one half (1.5 T) Thereafter – double time (2 T)
Saturday	Up to the first 2 hours – time and one half (1.5 T) Thereafter – double time (2 T)
Sunday	Double time (2 T) for all hours worked

Public Holidays	Double time and one half (2.5 T) for all hours worked
Callouts	Time and one half for the first 2 hours then double time with a minimum of four (4) hours payment. Callouts will commence and finish at the Employee's home.

- 12.3. If the period of overtime is more than two hours and is continuous with normal hours an Employee will be allowed a meal break of twenty (20) minutes to be paid at single time rates before the overtime commences. If the overtime exceeds four (4) hours an Employee will be provided with an additional meal break of twenty (20) minutes without deduction of pay. An Employee and the Employer may agree to any variation on this provision to meet the circumstances of the work in hand.
- 12.4. An Employee is entitled to a rest period of at least ten (10) hours between the completion of work on one day, including overtime, and the commencement of ordinary hours on the next day. If an Employee resumes work without having had ten (10) consecutive hours off duty at the Employer's request the Employee will be paid at double time rates until they are released from duty for a rest period of at least ten (10) consecutive hours. An Employee will be paid their normal rate of pay for all rest periods that coincide with normal hours of work.

13 Travel Time Outside of Normal Hours of Work

- 13.1. If an Employee is required to travel to or from a customer's site outside of normal working hours that is in excess of sixty (60) minutes from their home the Employee will be paid at their ordinary time the rate of pay for all time spent traveling to the customer's site in excess of sixty (60) minutes. Excess travel time does not form part of ordinary hours of work.

14 Meal Breaks

All Employees will be provided with an unpaid break of thirty (30) minutes break from work to have a meal. The meal break will be taken at a time agreed with the Employer so as not to disrupt the continuity of work.

15 Living Away from Home

Non-Metropolitan travel is a requirement of the Portable Service role and should be shared amongst all Portable Technicians so as not to overburden any one member of the team. Where an Employee is required to stay away from their home overnight whilst servicing a customer's site outside of their local metropolitan area the Employer will:

- 15.1. Book and meet the costs of travel, meals and accommodation. The Employer will book the Employee's accommodation and provide for any meals taken at the accommodation to be charged the Employee's room account. All Employees shall retain receipts for all expenditure for which they wish to seek reimbursement, and claim reimbursement through the Employer's Expense Reimbursement Policy. The Employer will only reimburse expenditure that is provided for in the Expense Reimbursement Policy.
- 15.2. Alternatively, the Employee may choose to pay for their own accommodation, and if the Employer agrees, then the Employee will be reimbursed the sum of \$180.00 per night. The Employee's right to choose shall not be available if the accommodation is to be provided by the client.
- 15.3. Pay the Employee a Living Away From Home Allowance (LAFHA) per night regardless of whether 15.1 or 15.2 is decided upon, as per below;

Effective first full pay period on or after 1 st January 2024	Effective first full pay period on or after 1 st January 2025	Effective first full pay period on or after 1 st January 2026
\$30.00	\$35.00	\$40.00

16 Record of Time Worked

- 16.1. Each Employee must record each day, on the time sheet provided by the Employer, the hours s/he has worked.
- 16.2. Employees are responsible for accurately recording the times they have worked and are responsible for handing to their Manager/Supervisor their completed weekly time sheet.

17 Motor Vehicles and Mobile Phones

- 17.1. Employees required to use a company motor vehicle must at all times drive responsibly and in accordance with the Employer's policy. Private use of the company vehicles is contrary to the Employer's policy. Disciplinary action may be taken when an Employee acts contrary to the Employer's policy.
- 17.2. Employees required to use a company mobile phone must do so in accordance with the Employer's policy. Private use of company mobile phone contrary to the Employer's policy. Disciplinary action may be taken when an Employee acts contrary to the Employer's policy.

18 Uniforms and Safety Equipment

- 18.1. Uniforms and safety equipment for an Employee will be supplied as per Chubb PPE policy as reviewed from time to time and will be replaced on a fair wear and tear basis.
- 18.2. It is the Employee's responsibility to take care of and be responsible for this equipment.
- 18.3. All Employees are to wear Employer supplied uniforms and safety gear whilst at work.
- 18.4. Where a customer has special requirements for clothing and protective equipment on their site, the Employer will provide the appropriate clothing and protective equipment.

19 Allowances

19.1. Service Allowance

- 19.1.1. Employees with more than one (1) and less than three (3) years continuous service will be paid a weekly allowance in addition to their ordinary time earnings as shown in the table in Clause 21.
- 19.1.2. Employees with in excess of three (3) years continuous service will be paid an allowance in addition to their ordinary time earnings as shown in Clause 21.

19.2. Mine Site Allowance

The Employer will pay the allowance as per Clause 20.1 for each full day an Employee works on a mine site. It is the supervisors due diligent to specify what is classified as a mine site.

20 Wage and Allowance Rates

20.1. The Ordinary Hourly Rate of Pay and Allowances for Service Technicians are as set out in the table below.

	3.5%	3%	3%
	First full pay period on or after 1 st January 2024	First full pay period on or after 1 st January 2025	First full pay period on or after 1 st January 2026
Portable Technician Level 1	\$27.50	\$28.32	\$29.17
Portable Technician Level 2	\$39.10	\$40.28	\$41.48
Portable Technician Level 3	\$39.59	\$40.78	\$42.00
Service 1 – 3 years (Per Week)	\$7.79	\$7.79	\$7.79
Service 3 + years (Per Week)	\$23.64	\$23.64	\$23.64
Mine Site (Daily)	\$35.00	\$35.00	\$35.00

21 Superannuation

21.1. The Employer will make superannuation contributions as required in accordance with Superannuation legislation as amended from time to time.

21.2. As a My Super product in accordance with the Superannuation Guarantee (Administration) Act 1992, the default plan for the Employer is the Chubb Fire & Security Superannuation Plan or such other complying and regulated superannuation fund as succeeds that plan.

21.3. An Employee may elect to change the superannuation fund to which the Employer's contribution is directed in accordance with Superannuation Choice of Fund legislation at any time.,

21.4. Salary Sacrifice Contributions

21.4.1. An Employee may apply to the Employer to have their ordinary wage reduced by an amount nominated by the Employee as a Salary Sacrifice Contribution for the benefit of the Employee in accordance with the Employer's Salary Sacrifice Policy as amended from time to time.

21.4.2. The Employer must approve the application for salary sacrifice before the Employee's ordinary wage is adjusted for salary sacrifice contributions.

21.4.3. An Employee whose application under this subclause has been approved will receive their post salary sacrifice wage for periods of annual leave, long service leave, and other periods of paid leave provided the salary sacrifice contribution is paid.

21.4.4. Unless otherwise agreed by the Employer, an Employee may revoke or vary their request for salary sacrifice contributions once in each twelve (12) months in accordance with the Employer's policy.

21.4.5. Not less than one month's written notice shall be given by an Employee of their revocation or variation of a request for salary sacrifice contributions.

- 21.4.6. The continuation of an employee's salary sacrifice contributions is subject to the Employer's discretion.
- 21.4.7. Salary sacrifice contributions cease to apply on the Employer giving the Employee one month's notice of discontinuance of the agreement.

22 Model Consultation Term

22.1 This term applies if the employer:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

22.2 For a major change referred to in paragraph (1)(a):

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses (3) to (9) apply.

22.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

22.4 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

22.5 As soon as practicable after making its decision, the employer must:

- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.

22.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

- 22.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 22.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 22.2 (a) and subclauses 22.3 and 22.5 are taken not to apply.
- 22.9 In this term, a major change is **likely to have a significant effect on employees** if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.
- Change to regular roster or ordinary hours of work*
- 22.10 For a change referred to in paragraph 22.1 (b):
- (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses 22.11 to 22.15 apply.
- 22.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 22.12 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- 22.13 As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 22.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

- 22.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 22.16 In this term:
relevant employees means the employees who may be affected by a change referred to in subclause (1).

23 Annual Leave

- 23.1. Annual Leave will be paid in accordance with the Fair Work Act as amended which as at the date of this Agreement provided as follows;
- 23.2. An Employee is entitled to accrue an amount of paid annual leave progressively during a year of service according to the employee's ordinary hours of work four (4) weeks paid annual leave. This is equivalent to twenty (20) days per year.
- 23.3. In addition, a shift worker is also entitled to accrue an amount of paid annual leave progressively during a year of service according to the employee's ordinary hours of work five (5) weeks paid annual leave.
- 23.4. For the purpose of an additional week of annual leave provided for in section 87 (1) (b) of the Fair Work Act, a shiftworker is a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays.
- 23.5. Payment for Period of Annual Leave
- 23.5.1. At the Employee's request payment for annual leave will be made in the pay immediately prior to commencement of the leave.
- 23.5.2. The Employer will pay an employee an amount calculated on ordinary hour rates for the ordinary hours which would otherwise have been worked during that leave period plus a leave loading of 17.5% in the normal pay cycle immediately prior to commencement of the leave.
- 23.6. Approval of Annual Leave
- 23.6.1. The Employer may approve single days of annual leave, or leave without pay, as requested by Employees at the discretion of the Employer.
- 23.6.2. In line with the Employer's operational requirements, and to enable annual leave applications to be processed within two (2) weeks of application, the Employee must give the employer a minimum of one (1) months notice of the proposed leave commencement date.

24 Cashing out of Annual Leave

An Employee is entitled to cash-out a portion of accrued annual leave provided:-

- 24.1. The Employee requests the Employer in writing to forgo an amount of annual leave.
- 24.2. An Employee is not entitled to forgo an amount of annual leave credited to the Employee by the Employer that is equal to more than 1/26 of the nominal hours worked by the

Employee during each twelve (12) month period or such other amount as provided for in legislation.

- 24.3. If annual leave is cashed-out in accordance with this clause, the Employer must pay the Employee an amount instead of the annual leave forgone calculated at a rate that is no less than what the Employee would have been paid had they taken the leave at the time the Employee provides the Employer with the written request to cash-out annual leave.
- 24.4. Nothing in this clause is intended to contravene the cashing-out of annual leave provisions in the Fair Work Act.

25 Personal/Carers Leave

A permanent employee under this Agreement is entitled to be paid personal/carers leave in accordance with the provisions of the Fair Work Act which as at the date of this Agreement provide as follows:

- 25.1. A full time or part time employee is entitled 10 days of paid personal/carers leave for each year of service. This personal/carers leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates year to year. For a part time employee, this leave is on a pro rata basis. .
- 25.2. Employees are also entitled to two (2) days unpaid carer's leave in accordance with the Fair Work Act.
- 25.3. This leave accumulates from year to year so that any part of the paid personal leave entitlements not claimed in any year may, subject to the conditions prescribed by this clause, be claimed by the Employee in any subsequent year of employment.
- 25.4. To be entitled to personal leave an Employee must:
 - 25.4.1. Provide notice to the Employer of the absence, prior to the start of shift, to do so in accordance with the Fair Work Act. This must be in person or phone call and not via text message.
 - 25.4.2. Provide the Employer with satisfactory documentary evidence of the basis for the request for leave in accordance with the Fair Work Act including providing a medical certificate from a registered health practitioner or;
 - 25.4.3. If it is not reasonably practicable for the Employee to give the Employer a medical certificate then provide a statutory declaration made by the Employee.
 - 25.4.4. The required documentation must be given to the Employer as soon as reasonably practicable, which may be at a time before or after the sick leave has commenced.
 - 25.4.5. This sub-clause does not apply to an Employee who could not comply with it because of circumstances beyond the Employee's control.
- 25.5. To be entitled to Carer's Leave an Employee must:
 - 25.5.1. Provide notice to the Employer of the absence, prior to the start of shift to do so in accordance with the Fair Work Act.

25.5.2. Provide the Employer with satisfactory documentary evidence of the basis for the request for leave in accordance with the Fair Work Act including providing a medical certificate from a registered health practitioner or a statutory declaration made by the Employee that the leave was required to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires (or required) care or support because of:

25.5.2.1. a personal illness, or injury

25.5.2.2. an unexpected emergency

25.5.2.3. This sub-clause does not apply to an Employee who could not comply with it because of circumstances beyond the Employee's control.

26 Compassionate Leave

26.1. Employees are entitled to compassionate leave in accordance with the Fair Work Act, which as at the date of this Agreement provides an Employee with two (2) days paid compassionate leave for each occasion when a member of the employee's immediate family or a member of the employee's household:

26.1.1. Contracts or develops a personal illness that poses a serious threat to his or her life; or

26.1.2. Sustains or develops a personal injury that poses a serious threat to his or her life; or

26.1.3. dies

26.2. An Employee who is entitled to a period of compassionate leave for a particular occasion may take the leave as:

26.2.1. a single, unbroken period of two (2) days; or

26.2.2. separate period of one (1) day each; or

26.2.3. Any separate periods to which the Employee and the Employer agree.

26.3. The Employee is only entitled to compassionate leave if evidence is provided that the Employer reasonably requires of the illness, injury or death.

27 Parental Leave

Employees are entitled to parental leave as prescribed by the Fair Work Act.

28 Long Service Leave

An Employee's entitlement to long service leave will be determined by the Long Service Leave Act (WA) 1958, as amended.

29 Dispute Resolution Procedure

29.1 If a dispute relates to:

- (a) a matter arising under the agreement; or
- (b) the National Employment Standards;

this term sets out procedure to settle the dispute.

29.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

29.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

29.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

29.5 The Fair Work Commission may deal with the dispute in 2 stages:

- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties. .

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

29.6 While the parties are trying to resolve the dispute using the procedures in this term:

- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

29.7 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

29.8 During any arbitration proceedings before the FWA under this clause, either party may choose to be represented by a legal practitioner.

29.9 Any decision, recommendation or outcome of the FWC must be consistent with the Code for the Tendering and Performance of Building Work 2016, and any amendment or successor to that Code and consistent with its legislative requirements.

30 Abandonment of Employment

- 30.1. The absence of an Employee from work for a continuous period exceeding three (3) working days without the consent of the Employer and without notification to the Employer will be evidence that the Employee has abandoned their employment.
- 30.2. Termination of employment by abandonment in accordance with this clause will be effective unless within fourteen (14) days the Employee can establish to the satisfaction of the Employer that the Employee was absent for reasonable cause.
- 30.3. Termination of employment by abandonment in accordance with this clause will operate from the date of the last attendance at work, or the last day's absence where consent was granted by the Employer, or the date of the last absence where notification was given to the Employer, whichever is the later.
- 30.4. The Company will comply with the requirements of s117 of the FW Act in respect of the Requirement for notice of termination or payment in lieu

31 Termination of Employment

- 31.1. Either the employer or the employee may terminate the employee's employment by giving written notice or equivalent salary paid or forfeited, unless a shorter period is mutually agreed. The notice provisions of this clause will not apply if an Employee is dismissed for misconduct where instant dismissal may apply.

Length of Continuous Service	Period of Notice (weeks)	
	Under 45 Years of Age	Over 45 Years of Age
Less than 1 year	1 week	1 week
1 years but less than 2 years	2 weeks	2 weeks
2 years but less than 3 years	2 weeks	3 weeks
3 years but less than 5 years	3 weeks	4 weeks
More than 5 years	4 weeks	5 weeks

- 31.2. On termination of employment, Employees must return all property of the Employer that is in their possession including but not limited to uniforms, keys, documents, phones, and personal protective equipment to the Employer. The Employer may withhold monies owing to the Employee if they fail to return the Employer's items.

32 Redundancy

- 32.1. Where the Employer decides that a job an Employee/s has been doing is no longer required and that decision may lead to termination of employment, the Employer will consult with the affected employee/s as soon as practicable after the Employer has made the decision.
- 32.2. Transfer to Lower Paid Duties

- 32.2.1. If an Employee is transferred to lower paid duties to avoid the termination of their employment the Employee will be entitled to the same period of notice of transfer as they would receive if their employment was to be terminated.
- 32.2.2. The Employer may make payment in lieu of notice of transfer to lower paid duties of an amount equal to the difference between the Employee's current and new ordinary time rate of pay for the number of weeks of notice not provided.
- 32.2.3. The payment in lieu of notice will be calculated on the basis of:
 - 32.2.3.1. The ordinary working hours Employee would have worked in their former position; and
 - 32.2.3.2. The amounts payable to an Employee for the hours including for example, allowances, loadings and penalties; and
 - 32.2.3.3. Any other amounts payable under this Agreement

32.3. Severance Payment

- 32.3.1. If an Employee's employment is terminated on the basis of redundancy the Employee will be entitled to the following severance pay in addition to accrued untaken annual leave and other statutory entitlements:

Severance Payment

Length of Continuous Service	Severance Pay (weeks)	
	Under 45 Years of Age	Over 45 Years of Age
Less than 1 year	Nil	Nil
1 year and less than 2 years	4 weeks*	5 weeks*
2 years and less than 3 years	7 weeks*	8.75 weeks*
3 years and less than 4 years	10 weeks*	12.5 weeks*
4 years and less than 5 years	12 weeks*	15 weeks*
5 years and less than 6 years	14 weeks*	17.5 weeks*
6 years and over	16 weeks*	20 weeks*

- 32.3.2. For all service in excess of six (6) years payment will be three (3) weeks for each additional completed year of service, plus pro-rata payments for an incomplete year of service. Total severance payment will be capped at fifty two (52) weeks.
- 32.3.3. *"Week's pay" means thirty eight (38) hours at the ordinary hourly rate of pay (Clause 21) as at the date of termination.
- 32.4. If an Employee's employment is terminated on the basis of redundancy the Employee may terminate their employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had they remained with the Employer until the expiry of such notice, provided that in these circumstances the Employee will not be entitled to payment in lieu of notice.
- 32.5. The Employer is excluded from the obligation to make severance payments in circumstances where:
 - 32.5.1. The Employer has contributed to a scheme that provides a benefit to an Employee if their employment is terminated on the basis of redundancy; and
 - 32.5.2. The benefit to the Employee from the scheme is more or equal to the benefit the employee would obtain from the redundancy benefit payment made under this clause. Where the benefit from the scheme is less than the redundancy benefit under this clause the Employer will pay to the Employee the difference between the scheme benefit and the redundancy benefit calculated under this clause.
- 32.6. Nothing in this Clause will apply where:

- 32.6.1. The Employee has less than one (1) year's continuous service with the Employer.
- 32.6.2. The Employee is engaged for a specific period or task(s).
- 32.6.3. Employment is terminated as a consequence of misconduct.
- 32.6.4. Where an Employee is offered alternative employment that they can perform competently.
- 32.6.5. The Company will comply with the requirements of s 120 of the Fair Work Act in respect of any proposed variation to redundancy pay under the Agreement.

33 Flexibility

34.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

(a) the agreement deals with one (1) or more of the following matters:

- (i) arrangements about when work is performed;
- (ii) overtime rates;
- (iii) penalty rates;
- (iv) allowances;
- (v) leave loading; and

(b) the arrangement meets the genuine needs of the employer and employee in relation to one (1) or more of the matters mentioned in paragraph (a); and

(c) the arrangement is genuinely agreed to by the employer and employee.

34.2 The Employer must ensure that the terms of the individual flexibility arrangement:

(a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and

(b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and

(c) result in the employee being better off overall than the employee would be if no arrangement was made.

34.3 The Employer must ensure that the individual flexibility arrangement:

(a) is in writing; and

(b) includes the name of the Employer and Employee; and

(c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

(d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
- (ii) how the arrangement will vary the effect of the terms; and

(iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

(e) states the day on which the arrangement commences.

34.4 The employer must give the employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.

34.5 The employer or employee may terminate the individual flexibility arrangement:

(a) by giving no more than twenty eight (28) days written notice to the other party to the arrangement; or

(b) if the employer and employee agree in writing — at any time.

34 Signatures

This Agreement has been executed by the following persons who are authorised to do so for:

Chubb Fire & Security Pty Ltd

NAME: Chris Carrigy

POSITION: General Manager

SIGNATURE:

DATE:

ADDRESS: 120 Cutler Rd, Jandakot, WA, 6164

Employee Representative

NAME: Bob Dindar

POSITION: Portable Service Technician

SIGNATURE:

DATE:

ADDRESS: 120 Cutler Rd, Jandakot, WA, 6164

Employee Representative

NAME: Jason Edmonds

POSITION: Portable Service Technician

SIGNATURE:

DATE:

ADDRESS: 120 Cutler Rd, Jandakot, WA, 6164

Appendix A – Classifications

Portable Service Technician Level 1

1. Portable Service Technician Level 1 (Employee) will initially work under the guidance and supervision of a more experienced Portable Service Technician.
2. The Employee will be expected to commence and have completed in an agreed timeframe all Chubb EH&S and Employee Inductions.
3. The Employee will after the initial introduction to the role, be able to work under supervision in the warehouse and gain the required competencies, skills and knowledge to perform warehouse tasks including but not limited to;
 - Managing old and new stock in warehouse
 - Preparing stock for disposal
 - Manage CO2 stock levels and exchange extinguisher numbers
4. The Employee will after the initial introduction to the role be able to work whilst under the guidance & supervision of the Portable Technician servicing portable equipment on a service customers premises, including fire extinguishers, hose reels and hydrants.
5. The Employee will commence the training required to obtain the qualifications in FPAS - CPP20511 - Cert II in Fire Protection Inspection and Testing & Forklift licence
6. The Trainee will be expected to have commenced all training requirements and work towards obtaining relevant qualifications during the first three months of his employment..
7. Participate and be responsible in all scheduled training and Tool Box sessions.

Portable Service Technician Level 2

An employee that performs the duties of Portable Service Technician Level 1

Basic Functions

- Service fire protection and safety equipment to the employer's agreed standards of quality and excellence.
- Exceed customer service standards/expectations at every available opportunity.
- Assist in growing the employer's sales and increasing our market share.
- Assist in growing the net profitability of the employer.
- Represent the employer in liaison with its customers.

Specific Duties

1. Participate and be responsible in all scheduled training and Tool Box sessions.
2. Carry out surveys and make customer recommendations as required, within the employer's guidelines.
3. Service and repair the full range of fire & safety equipment according to Australian Standards and customer standards, specifically Australian Standard 1851 2012, and all compliance requirements consistent with Certificate II training.
4. Participate in stock takes and be responsible for inventory movement in and out of vehicles.
5. To sell the full range of fire & safety equipment and services.
6. Ensure the highest level of presentation at all times including personal presentation, vehicle etc.

7. Ensure clear, concise and accurate written and verbal communications with all parties including marketing and technical feedback where appropriate.
8. Drive safely and courteously
9. Maintain a safe working environment
10. Ensure punctuality.
11. Maximise efficiency by planning of runs, ensuring stock availability and effective service routines.
12. Keep customers informed of work progress, recommendations, product developments and technical information.
13. Ensure vehicles and equipment are properly maintained, mechanically sound and safe.
14. Maintain up to date product, standards and industry information and know where to locate the relevant information.
15. Assist in "on the job" training as required.
16. Complete WO/service reports as necessary and return completed paperwork to the office for invoicing daily.
17. Other duties as required.

Portable Service Technician Level 3

An employee that performs the duties of Portable Service Technician Level 2 and has completed FPAS - CPP20511 - Cert II in Fire Protection Inspection and Testing.