



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Wilson Security Pty Ltd T/A Wilson Security**  
(AG2014/1029)

## **WILSON SECURITY WA - PUBLIC TRANSPORT AUTHORITY (PTA) CONTRACT ENTERPRISE AGREEMENT 2013**

Security services

COMMISSIONER GREGORY

MELBOURNE, 27 JUNE 2014

*Application for approval of the Wilson Security WA - Public Transport Authority (PTA)  
Contract Enterprise Agreement 2013.*

[1] An application has been made for approval of an enterprise Agreement known as the *Wilson Security WA - Public Transport Authority (PTA) Contract Enterprise Agreement 2013* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by Wilson Security Pty Ltd T/A Wilson Security. It is a single-enterprise Agreement.

[2] On reviewing the proposed Agreement the Commission sought clarification about the proposed roster cycle and the hours of work arrangements for part-time employees, including the entitlement to overtime. The employer subsequently proposed to provide an undertaking in response to these matters. The terms of the proposed undertaking provide more detail in terms of how hours will be worked over a roster cycle. It also provides additional conditions to apply to a part-time employee on engagement, and additional specification about when overtime rates will apply.

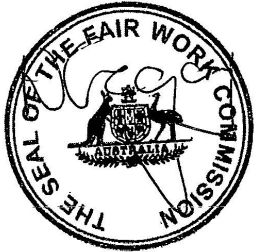
[3] The employer had also provided an undertaking previously to deal with a correction to a reference in clause 15 of the Agreement regarding the source of long service leave entitlements for the employees to be covered by the Agreement.

[4] I am satisfied that both of the proposed undertakings will not cause financial detriment to the employees who are to be covered by the Agreement. I am also satisfied they will not result in substantial changes to the Agreement. The undertakings given by the employer are accordingly accepted and their terms will form part of the Agreement. Copies are also attached to this decision.

[5] I am also satisfied that each of the other requirements of ss.186, 187, 188 and s.190 as are relevant to this application for approval have been met.

[6] The Transport Workers' Union of Australia, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2), I note that the Agreement covers the organisation.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 4 July 2014. The nominal expiry date of the Agreement is 30 June 2017.



COMMISSIONER

Attachment A:

UNDERTAKING

AG2014/1029

**Wilson Security WA - Public Transport Authority (PTA) Contract Enterprise Agreement 2013**

Wilson Security Pty Ltd gives the following undertaking under section 190 of the *Fair Work Act 2009* (Cth) in connection with the approval of the Wilson Security WA - Public Transport Authority (PTA) Contract Enterprise Agreement 2013 (the **Agreement**).

1. That for the purposes of clauses 4.2, 4.3, and 7.1.1 of the Agreement the ordinary hours will be averaged over a roster cycle to be worked on one of the following bases at the discretion of the employer:
  - i. 152 hours within a roster cycle not exceeding four weeks; or
  - ii. 304 hours within a roster cycle not exceeding eight weeks.
2. That clause 4.3 of the Agreement will additionally state that "on engagement the employer and the part-time employee shall agree on a regular pattern of work specifying the roster that the employee will work including the starting and finishing times for each shift and the days or parts of days on which the employee will not be rostered. The terms of this agreement may be varied by consent between the employer and the employee."
3. That, except as provided by clause 8.6.4, overtime rates will apply for all time worked in excess of the ordinary hours in clauses 4.2 and 4.3 of the Agreement.

Signed for and on behalf of  
Wilson Security Pty Ltd (ACN: 127 406 295)

  
William Daly  
General Manager WA  
Wilson Security Pty Ltd

Date 24 June 2014

Attachment B:

**UNDERTAKING**

**AG2014/1029**

**Wilson Security WA - Public Transport Authority (PTA) Contract Enterprise Agreement 2013**

Wilson Security Pty Ltd gives the following undertaking under section 190 of the *Fair Work Act 2009* (Cth) in connection with the approval of the Wilson Security WA - Public Transport Authority (PTA) Contract Enterprise Agreement 2013 (the **Agreement**).

1. That all employees covered by the Agreement will be entitled to long service leave in accordance with the Long Service Leave Act 1958 (WA) in lieu of the long service leave provision appearing in clause 15.1 of the Agreement.

Signed for and on behalf of  
Wilson Security Pty Ltd (ACN: 127 406 295)

  
\_\_\_\_\_  
William Daly  
General Manager WA  
Wilson Security Pty Ltd

Date 16 May 2014

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Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

## **Wilson Security WA - Public Transport Authority (PTA) Contract Enterprise Agreement 2013**

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## **1 Title**

- 1.1 This Agreement will be known as the Wilson Security WA - Public Transport Authority (PTA) Contract Enterprise Agreement 2013 ('the Agreement').

## **2 Scope**

- 2.1 This Agreement covers:
- 2.1.1 Wilson Security Pty Ltd (the "Employer" or "Wilson Security");
  - 2.1.2 any employee organisation noted in the approval decision of the Fair Work Commission ("the Commission" or "the FWC") under s.201(2) of the Fair Work Act 2009 (Cth) ("the Act") as "an employee organisation covered by this Agreement which may include the Transport Workers Union WA ("the Union" or "the TWU"); and
  - 2.1.3 The Employees of Wilson Security engaged in the classifications in the Agreement, employed in the state of Western Australia providing Transit Security Services for the Public Transport Authority in Western Australia ("the Employees").

## **3 Duration and Renewal**

- 3.1 This Agreement shall come into operation on the seventh day after its approval by the Fair Work Commission.
- 3.2 The wage increase mechanism will be back-dated to 1 July 2013.
- 3.3 The nominal term of the agreement will expire on 30th June 2017.
- 3.4 The terms and conditions of this Agreement shall continue to operate until such time as this Agreement is replaced by a new Agreement or the Agreement is cancelled in accordance with the Fair Work Act 2009 (Cth) ("the Act") or subsequent Acts.
- 3.5 It is a condition of this Agreement that the parties will not seek any further claims with respect to wages and working conditions during the term of the agreement.
- 3.6 Wages provided for in this Agreement will be in lieu of any National Wage Case, Safety Net or award based wage increases awarded by the Fair Work Commission during the period of the Agreement.
- 3.7 Subject to the Act this Agreement operates to the exclusion of any other award, agreement, or industrial instrument.

## **4 Type of Employment**

### **4.1 General**

4.1.1 Employees under this Agreement will be employed in one of the following categories:

4.1.1.1 Permanent full-time employees; or

4.1.1.2 Permanent part-time employees; or

4.1.1.3 Casual employees.

### **4.2 Permanent full-time employee**

4.2.1 Permanent full-time employee means a permanent employee engaged to work an average of 38 hours per week over the roster cycle.

### **4.3 Permanent part-time employee**

4.3.1 Permanent part-time employee means a permanent employee engaged to work less than an average of 38 hours per week over the roster cycle;

4.3.2 has reasonably predictable hours of work; and

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

### **4.4 Casual employee**

4.4.1 A casual employee is an employee who is engaged and paid as such; and

4.4.2 in addition to the ordinary hourly rate payable to full time employees, casual employees will be paid a loading of 25% of the ordinary hourly rate for the classification in which they are employed.

4.4.3 The engagement on any date shall not be less than four hours paid at the appropriate daily rate.

4.5 At the time of engagement, an Employee shall be informed in writing of the nature of his or her engagement whether as a permanent full time, permanent part time, or casual Employee. Such decision will be recorded in the employment contract.

## 5 Termination of Employment

### 5.1 General Notice of Termination Clause

- 5.1.1 Employment may be terminated in accordance with this clause. However, either the Employee or Employer may provide a greater period of notice than set out in the following clauses.

### 5.2 Notice of Termination by Employer

- 5.2.1 In order to terminate the employment of any Employee (other than of a casual Employee or for conduct warranting summary termination), the Employer shall give an Employee the following notice:

PERIOD OF CONTINUOUS SERVICE	PERIOD OF NOTICE
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- 5.2.2 An Employee who at the time of being given notice is over forty five (45) years of age and who at the date of termination has completed at least two (2) years continuous service with the Employer will be entitled to one (1) week's notice in addition to the notice prescribed in this clause.

- 5.2.3 The Employer may make payment in lieu of the prescribed notice. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

### 5.3 Notice of Termination by Permanent Employee

- 5.3.1 The notice of termination required to be given by an employee is the same as that required of the Employer except that there is no requirement for the employee to give additional notice in accordance with subparagraph 5.2.2.

### 5.4 Notice of Termination by Casual Employee

- 5.4.1 The period of notice of termination in the case of a casual Employee will be one (1) hour.

### 5.5 Summary Dismissal

- 5.5.1 Nothing in this clause prevents the Employer dismissing an Employee without notice for gross or serious misconduct in which case wages will be paid up to the time of dismissal only. For example, conduct that justifies instant dismissal, including theft, gross misconduct or neglect of duty.

## **6 Performance of Duties**

- 6.1 The Employer may direct an Employee to carry out such duties as are within the limits of the Employee's skill, competence and training and any such direction issued by the Employer will be consistent with the Employer's responsibility to provide a safe and healthy work environment.
- 6.2 Employees will perform such work as the Employer requires and will comply with all reasonable written and verbal direction and other explicit or implicit requirements of the role during the ordinary hours of work and overtime and all such work must be carried out to the satisfaction of the Employer.
- 6.3 Where employees are rostered to work consecutive shifts with the minimum eight (8) hour rest period, they shall not be contacted by the employer unless exceptional operational circumstances require urgent contact.
- 6.4 Employees shall be in the prescribed uniform with the prescribed equipment and ready to commence work at the nominated shift commencement time.
- 6.5 Employees shall remain in the prescribed uniform with the prescribed equipment until the nominated shift conclusion time.

## **7 Hours of Work and Meal and Rest Breaks**

### **7.1 Hours of Work**

- 7.1.1 The ordinary hours of work shall be an average of 38 hours per week over the roster cycle.
- 7.1.2 The maximum ordinary working hours in any one shift shall be twelve (12) hours.
- 7.1.3 The minimum ordinary working hours payable in any one shift shall be four (4) hours.
- 7.1.4 The starting and finishing times of the ordinary hours of work for permanent part time employees shall be set by the Employer.
- 7.1.5 The ordinary hours of work of casual employees shall be worked on any or all of the days of the week.
- 7.1.6 Employees are entitled to a minimum of eight (8) consecutive hours off duty between shifts as measured by the finish and start times of the preceding and following shift respectively. This applies for all types of work.
- 7.1.7 Where the Employee volunteers (in case of emergency) to work additional hours, and the duration between shifts is less than 8 hours, the relevant shift rate of pay will apply.

### **7.2 Breaks from Work**

- 7.2.1 Employees are afforded either meal breaks or crib breaks.
- 7.2.2 The time of the meal break or crib break may be varied at the discretion of the Employer to meet operational requirements.

- 7.2.3 The time of meal or crib breaks will be flexible because of the variable nature of the load times of the travelling public.

### 7.3 Meal Breaks

- 7.3.1 Except where it is operationally impracticable, an employee will be granted an unpaid meal break of not less than 30 minutes where a shift exceeds five hours duration.
- 7.3.2 For the purpose of this subclause it will be operationally impractical to grant an unpaid meal break unless the employee is permitted to leave the client's premises or be unavailable for work during the meal break.

### 7.4 Crib Breaks

- 7.4.1 A paid crib break (or breaks) will be allowed on shifts of more than four hours.
- 7.4.2 A crib break of not less than 10 minutes on a shift of four hours, not less than 20 minutes on an eight hour shift and not less than 30 minutes on a 12 hour shift shall be provided. For shifts of eight hours or more, the time must be allowed not earlier than four hours nor later than five hours after the time of commencement of each shift where it is reasonably practicable to do so.
- 7.4.3 The Employee is not permitted to leave the client's premises and must remain available for work during the crib break. Where the Employee is required to work during the crib break, the Employee may resume the crib break once the work requirement has ended.
- 7.4.4 The time of the crib break may be varied at the discretion of the Supervisor to meet operational requirements.

## 8 Pay Rates, Penalties and Allowances

### 8.1 Pay Rates

- 8.1.1 Ordinary hourly rates of pay effective from the first full pay period commencing on or after the 1st July 2013 are:

<b>Classification Structure</b>	<b>Base Hourly Rates</b>
Senior Supervisor	\$31.79
Supervisor	\$28.93
Senior Officer	\$27.51
Monitoring Officer	\$27.51
Security Officer	\$26.09
Probationary Officer – commencement rate pay only (for first 3 months)	\$24.67
Trainee less than 1 year Security Guarding experience (for first 3 months)	\$23.24

## 8.2 Pay-rate Increase Mechanism

- 8.2.1 The base hourly rate of pay for all classifications shall be increased from the first full pay period commencing on or after 1 July 2014 by the average percentage increase awarded to all five non-probationary levels of officer under the Security Services Industry Award 2010.
- 8.2.2 The base hourly rate of pay for all classifications shall be increased from the first full pay period commencing on or after 1 July 2015 by the average percentage increase awarded to all five non-probationary levels of officer under the Security Services Industry Award 2010.
- 8.2.3 The base hourly rate of pay for all classifications shall be increased from the first full pay period commencing on or after 1 July 2016 by the average percentage increase awarded to all five non-probationary levels of officer under the Security Services Industry Award 2010.

## 8.3 Shift Spans

- 8.3.1 'Day span' means any part of an ordinary time shift which is worked during the period between 0500 and 1200 Monday to Friday (excluding any hours worked on a public holiday), irrespective of whether or not the ordinary time shift commences before or ends after the specified span period.
- 8.3.2 'Afternoon shift span' means any part of an ordinary time shift which is worked during the period between 1200 and 1800 Monday to Friday (excluding any hours worked on a public holiday), irrespective of whether or not the ordinary time shift commences before or ends after the specified span period.
- 8.3.3 'Night shift span' means any part of an ordinary time shift that is worked during the period before 0500 and/or after 1800 Monday to Friday (excluding hours worked on a public holiday), irrespective of whether or not the ordinary time shift commences before or ends after the specified span period.
- 8.3.4 'Saturday span' means any part of an ordinary time shift that is worked during the 24 hour period between 0000 and 2400 on a Saturday, irrespective of whether or not the ordinary time shift commences before or ends after the specified span period.
- 8.3.5 'Sunday span' means any part of an ordinary time shift that is worked during the 24 hour period between 0000 and 2400 on a Sunday, irrespective of whether or not the ordinary time shift commences before or ends after the specified span period.
- 8.3.6 'Public holiday span' means any part of an ordinary time shift that is worked during the 24 hours period between 0000 at the start of a public holiday and 2400 at the end of that same public holiday, irrespective of whether or not the ordinary time shift commences before or ends after the specified span period.



## 8.4 Penalty Rates

8.4.1 Penalty rates apply to ordinary hours worked and are applied in addition to the ordinary time rate as follows:

8.4.1.1	Day span	0% additional
8.4.1.2	Afternoon span	15% additional
8.4.1.3	Night span	25% additional
8.4.1.4	Saturday span	50% additional
8.4.1.5	Sunday span (until 30 June 2014)	75% additional
8.4.1.6	Sunday span (from 1 July 2014)	100% additional
8.4.1.7	Public holiday span	150% additional

## 8.5 Meal Allowance

8.5.1 A meal allowance is payable to an Employee who is required to work more than one (1) hour beyond the completion of the Employee's ordinary (scheduled) shift unless the Employee was notified the previous day of the requirement to work additional time.

8.5.2 The meal allowance shall be \$15.03 per event. The meal allowance shall increase in accordance with paragraph 15.1(b) of the Modern Award.

8.5.3 The Employee is required to submit paperwork verifying the details of extra hours in order to be paid the meal allowance.

## 8.6 Overtime

8.6.1 Reasonable overtime is provided for in the NES.

8.6.2 Except as set out in clause 8.6.4, where an employee works overtime the Employer must pay to the employee the ordinary time rate for the period of overtime together with a loading as follows:

<b>For overtime worked on</b>	<b>Loading payable in addition to ordinary time rate %</b>
Monday to Friday—first 2 hours	50
Monday to Friday—thereafter	100
Saturday—first 2 hours	50
Saturday—thereafter	100
Sunday	100
Public holiday	150

- 8.6.3 Where a period of overtime commences on one day and continues into the following day, the portion of the period worked on each day attracts the loading applicable to that day.
- 8.6.4 Despite sub-clause 8.6.2, an employee may elect to work voluntary additional hours at the ordinary time rate applicable to the work performed on the additional shift (including any shift, weekend or public holiday penalty that may apply). An employee may elect to work voluntary additional hours by signing the election form at Appendix A of this Agreement.
- 8.6.5 All hours worked on any one shift in excess of twelve (12) consecutive hours will be paid at ordinary time plus 100%.

## **9 Classification Structure and Progression**

- 9.1 The requirements for each employee classification are specified below:

- 9.1.1 Senior Supervisor:

- 9.1.1.1 A Senior Supervisor will have the following certification or demonstrated abilities:

- Authorised Person Designation as required by the Public Transport Authority Act and Regulations;

- Certificate III – Modules Baton and handcuffs and OC spray

- Senior First Aid;

- Certificate II in Security Operations;

- Legal Use of Force; and

- Basic Traffic Control.

- 9.1.1.2 A Senior Supervisor will also demonstrate knowledge including:

- Bus Routing;

- Bus Drivers Responsibilities;

- 2 years minimum Supervisory experience;

- Criminal Code & Police Act Familiarisation;

- Customer Service;

- Basic Computer Knowledge;

- Communication Skills;

- Occupational Health and Safety Knowledge;

- CCTV Operation Control (as applicable);

- Minor Programming Skills

## 9.1.2 Supervisor

### 9.1.2.1 A Supervisor will have the following certification/demonstrated abilities:

Authorised Person Designation as required by the Public Transport Authority Act and Regulations;

Certificate III – Modules Baton and handcuffs and OC spray

Senior First Aid;

Certificate II in Security Operations;

Legal Use of Force; and

Basic Traffic Control

### 9.1.2.2 A Supervisor will also demonstrate knowledge including:

Bus Routing;

Criminal Code & Police Act Familiarisation;

Customer Service;

Occupational Health and Safety Knowledge; and

CCTV Operation (as applicable).

## 9.1.3 Senior Officer

### 9.1.3.1 A Senior Officer will have the following certification/demonstrated abilities:

Authorised Person Designation as required by the Public Transport Authority Act and Regulations;

Certificate III – Modules Baton and handcuffs and OC spray

Senior First Aid;

Certificate II in Security Operations;

Legal Use of Force; and

Basic Traffic Control.

### 9.1.3.2 A Senior Officer will also demonstrate knowledge including:

Bus Routing;

Criminal Code & Police Act Familiarisation;

Customer Service; and

Occupational Health and Safety Knowledge

## Monitoring Officer

- 9.1.3.3 A Monitoring Officer will have the following certification/demonstrated abilities:

Authorised Person Designation as required by the Public Transport Authority Act and Regulations;

Certificate III – Modules Baton and handcuffs and OC spray

Senior First Aid;

Certificate II in Security Operations;

Legal Use of Force; and

Basic Traffic Control

- 9.1.3.4 A Monitoring Officer will also demonstrate knowledge including:

Bus Routing;

Criminal Code & Police Act Familiarisation;

Customer Service; and

Occupational Health and Safety Knowledge.

## 9.1.4 Security Officer

- 9.1.4.1 A Security Officer will have the following certification/demonstrated abilities:

Authorised Person Designation as required by the Public Transport Authority Act and Regulations;

Certificate III – Modules Baton and handcuffs and OC spray

Certificate II in Security Operations;

Legal Use of Force; and

Basic Traffic Control

- 9.1.4.2 A Security Officer will also demonstrate knowledge including:

Bus Routing;

Customer Service; and

Occupational Health and Safety Knowledge

#### 9.1.5 Security Officer – Probationary (Commencement Rate)

- 9.1.5.1 A Security Officer under probation receiving the commencement rate in accordance with subparagraph 8.1.1 is required to achieve the same certifications/demonstrated abilities as a Security Officer within 3 months from appointment.

#### 9.2 Classification Progression

- 9.2.1 Progression through employee classifications is dependent on operational need, demonstrated knowledge and abilities, and success at interview with management.
- 9.2.2 There is no automatic progression through the classification levels on account of duration of service or seniority.

### 10 Payment of Wages and Payroll Deductions

- 10.1 Wages shall be paid fortnightly and will be paid by electronic funds transfer, by deposit of those wages normally on Thursday, (unless affected by outside influences, such as break-downs) into a bank account or other financial institution account to be nominated by the Employee. If any further delays are anticipated alternate means of payment will be arranged on request.
- 10.2 The Employer will only make deductions from wages as authorised by Employees.
- 10.3 Employees will be issued an electronic pay slip within one working day of pay day, even if the employee is on leave.
- 10.4 Employees will be mailed a paper pay slip within one working day of pay day, even if the employee is on leave.

### 11 Provision of Training and Licencing

#### 11.1 Employee Provided Training

- 11.1.1 Within the first 3 months of employment, the employee shall complete initial baton and handcuff training, and initial OC spray training at cost to the Employee.

#### 11.2 Employer Provided Training

##### 11.2.1 Batons and Handcuff

- 11.2.1.1 The Employer shall provide the opportunity to complete baton and handcuff refresher training every six months.
- 11.2.1.2 Employees will be paid at ordinary hours to attend the training event at 11.2.1.1 unless clause 11.2.1.4 applies.
- 11.2.1.3 The employer shall pay for the cost of the training at 11.2.1.1 unless clause 11.2.1.4 applies.
- 11.2.1.4 An employee who fails to attend the scheduled training event at 11.2.1.1 will be responsible for completing the course in their own time and at their own expense.

### 11.2.2 Authorised Officer Training

11.2.2.1 The Employer shall coordinate the provision of Authorised Officer training.

11.2.2.2 Employees will be paid at ordinary hours to attend the training.

### 11.3 Employer Reimbursed First Aid Renewal Training

11.3.1 The Employer will reimburse the Employee after a minimum of twelve (12) months employment for the cost of first aid certificate renewal up to a maximum of \$150.

### 11.4 Security Licence Renewal Reimbursement

11.4.1 The Employer will reimburse the Employee after a minimum of twelve (12) months employment for the cost of the renewal of their security license.

## 12 Clothing and Protective Equipment

12.1 The following uniform items will be provided by the Employer for Permanent Full-time and Permanent Part-time Employees and shall be replaced on a fair wear and tear basis.

12.1.1 5 Short Sleeved Shirts

12.1.2 3 pairs of trousers or slacks or cargo pants

12.1.3 1 jacket or pull over

12.1.4 2 Safety Vests

12.1.5 1 Hi Visibility wet weather jacket

12.1.6 A maximum contribution of \$150 per annum towards the replacement of approved Safety Boots after a minimum of twelve (12) months employment subject to fair wear and tear.

12.2 The following uniform items will be provided by the Employer for Casual Employees and shall be replaced on a fair wear and tear basis.

12.2.1 3 Short Sleeved Shirts

12.2.2 2 pairs of trousers or slacks or cargo pants

12.2.3 1 jacket or pull over

12.2.4 1 Safety Vest

12.2.5 1 Hi Visibility wet weather jacket

12.3 The Employee shall be responsible for the laundering and the cost of laundering any uniform supplied.

12.4 Any items supplied by the Employer will remain the property of the Employer.

- 12.5 If employment is terminated by either party the Employee must return uniform items to the Employer.

## **13 Annual Leave**

- 13.1 Annual leave is provided for in the NES. This clause supplements or deals with matters incidental to the NES provisions.

### **13.2 Annual Leave Entitlements**

- 13.2.1 An Employee who predominantly works Monday to Friday shall be entitled to a period of four weeks' leave per annum, to a maximum of 152 hours.
- 13.2.2 An Employee who predominantly works a seven day roster shall be entitled to a period of five weeks' leave per annum, to a maximum of 190 hours.
- 13.2.3 All permanent employees accrue annual leave based on their ordinary hours of work.
- 13.2.4 Casual employees are not entitled to annual leave.
- 13.2.5 An employee's entitlement to annual leave accrues progressively during a year of service according to their ordinary hours of work and accumulates from year to year.
- 13.2.6 Annual leave continues to accrue while employees are taking paid annual leave or paid personal leave.

### **13.3 Employee Request to Take Annual Leave**

- 13.3.1 Employees shall provide a minimum of two (2) weeks' notice of requests for annual leave.
- 13.3.2 Requests for annual leave should be for a minimum of four (4) weeks' duration.
- 13.3.3 Where the Employee and Employer agree, annual leave may be taken in periods of less than four (4) consecutive weeks, however not of less than one (1) week's leave shall be taken at any time.
- 13.3.4 The Employer shall not unreasonably refuse an Employee's request for annual leave.
- 13.3.5 Operational requirements including the need to meet the client's security service requirements are acceptable reasons for the Employer to decline the Employees request for annual leave.

### **13.4 Employer Notice to Take Leave**

- 13.4.1 In certain circumstances the Employer can direct an Employee to take annual leave.
- 13.4.2 An Employee who has accrued an excessive amount of annual leave may be directed to take annual leave.
- 13.4.3 Excessive annual leave occurs when an employee's leave balance exceeds 380 hours annual leave for employees on five weeks annual leave, or 304 hours annual leave for employees on four weeks annual leave per year.

- 13.4.4 The Employer must provide a minimum of four weeks' notice of a requirement to take paid annual leave and in doing so must reasonably consider the needs of the Employee.

#### 13.5 Payment of Annual Leave

- 13.5.1 During periods of annual leave, Employees will be paid the base hourly rate of pay (for their classification) plus a leave loading of 17.5%.
- 13.5.2 If any Public Holiday falls within an Employee's period of annual leave and is observed on a day, which in the case of that Employee would have normally been rostered for ordinary hours, the Employee is taken not to be on paid annual leave on that Public Holiday.

#### 13.6 An Employee and the Employer may reach an agreement for the employee to cash out their accrued annual leave, subject to the following:

- 13.6.1 Paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
- 13.6.2 Each cashing out of a particular amount of paid annual leave must be by separate agreement in writing between Wilson Security and the employee; and
- 13.6.3 The employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

### 14 Personal Leave Carer's Leave

- 14.1 Personal/carer's leave is provided for in the NES. Paid personal/carer's leave does not apply to casual employees. This clause supplements or deals with matters incidental to the NES provisions.

#### 14.2 Entitlement

- 14.2.1 Permanent Full-time employees will accrue 76 hours paid personal leave for every year of service.
- 14.2.2 Permanent Part-time employees will accrue up to a maximum of 76 hours paid personal leave on a pro-rata basis for every year of service based on their hours of work.
- 14.2.3 Any unused personal leave will accrue from year to year.

#### 14.3 Taking of Personal/Carer's Leave

- 14.3.1 An Employee may take paid personal leave because the Employee is not fit for work because of a personal illness, or personal injury affecting the Employee.
- 14.3.2 An Employee may take paid carer's leave if the leave is taken to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of 1) a personal illness, or personal injury, affecting the member; or 2) an unexpected emergency affecting the member.



- 14.3.3 Illness during annual leave may be changed to personal leave where a medical certificate is produced and dated during the time of the illness. The provisions of this clause do not apply to Employees who are absent from work due to an accepted Worker's Compensation claim.

#### 14.4 Definition of immediate family and de facto partner

- 14.4.1 The meaning of "immediate family" will be in accordance with the Act as follows:

- 14.4.1.1 a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or

- 14.4.1.2 a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

- 14.4.2 De facto partner of a national employee:

- 14.4.2.1 Means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different); and

- 14.4.2.2 Includes a former de facto partner of the employee.

#### 14.5 Notice Requirements

- 14.5.1 An Employee must give his or her Employer notice of the taking of personal/carer's leave.
- 14.5.2 The Employee must give as much notice as possible and as soon as practicable before taking personal/carer's leave.
- 14.5.3 Where it is unreasonable to provide notice to the Employer before taking personal/carer's leave, the Employee must provide notice as soon as practicable after commencing personal/carer's leave.
- 14.5.4 Notice should be given verbally to a recognised manager or manager's representative. It should not be given by email, text message, or similar electronic method unless the Employee can prove to the Employer's satisfaction that they were not reasonably able to provide verbal notification.

#### 14.6 Evidence Requirements

- 14.6.1 The Employee shall provide a medical certificate from a licenced health practitioner showing the date and duration of illness for the Employee for personal leave, or immediate family/member of the Employee's household for carer's leave.
- 14.6.2 A licenced health practitioner includes a doctor/GP from a medical clinic, hospital, or locum service; or a pharmacist from a pharmacy.
- 14.6.3 If it is unreasonable for the Employee to provide a medical certificate as above, the Employee shall provide a statutory declaration showing the date and duration of illness for the Employee or immediate family/member of the Employee's household; and the reason why it was unreasonable to obtain a medical certificate.

- 14.7 For the avoidance of doubt, an Employee is not entitled to take paid personal/carer's leave if they have not complied with this clause.

## **15 Long Service Leave**

- 15.1 The Long Service Leave provisions of the West Australian Industrial Relations Commission as contained in Volume 60 of the West Australian Industrial Gazette are preserved by this Agreement and will apply to Employees covered by this Agreement.

## **16 Compassionate Leave**

- 16.1 Compassionate leave is provided for in the NES. This clause supplements or deals with matters incidental to the NES provisions.
- 16.2 An Employee will be entitled to a maximum of two days leave on each occasion when a member of the Employee's immediate family, or a member of the Employee's household contracts a serious illness that poses a serious threat to his or her life; or sustains a personal injury that poses a serious threat to his or her life; or dies.
- 16.3 If a permanent employee takes a period of compassionate leave in accordance with this clause and/or the NES, the employee is entitled to be paid at the employee's base rate of pay for the employee's ordinary hours of work in the period.

## **17 Public Holidays**

- 17.1 Public holiday entitlements are provided for in the NES.
- 17.2 The following days are public holidays:
- 17.2.1 1 January (New Year's Day);
  - 17.2.2 26 January (Australia Day);
  - 17.2.3 Labour Day;
  - 17.2.4 Good Friday;
  - 17.2.5 Easter Monday;
  - 17.2.6 25 April (Anzac Day);
  - 17.2.7 Western Australia Day.
  - 17.2.8 the Queen's birthday;
  - 17.2.9 25 December (Christmas Day); and
  - 17.2.10 26 December (Boxing Day).
- 17.3 If under or in accordance with a law of Western Australia, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday, then the substituted day or part-day is the public holiday.
- 17.4 Despite clause 17.3, 26 January (Australia Day) will be treated as the public holiday and not any substituted day.

## **18 Parental Leave**

18.1 Parental Leave is provided for in the NES.

## **19 Dispute Resolution**

19.1 This clause sets out the procedures to resolve a dispute which relates to:

19.1.1 A matter under this Agreement; or

19.1.2 The National Employment Standards.

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

19.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee/s and their direct supervisor/s.

19.4 If the matter remains in dispute, the matter must be discussed with the supervisor's immediate supervisor or another representative of the Employer appointed for the purpose of this procedure.

19.5 If the matter remains in dispute, the matter must be discussed with the relevant manager of the Employer

19.6 If discussions at the workplace level contained in subclauses 19.3 to 19.5 do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

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

19.7.1 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

19.7.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:

19.7.2.1 arbitrate the dispute; and

19.7.2.2 make a determination that is binding on the parties.

19.7.2.3 Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

19.7.3 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.

19.8 While the parties are trying to resolve the dispute using the procedures in this clause:

19.8.1 employees must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and

19.8.2 employees must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:

19.8.2.1 the work is not safe; or

19.8.2.2 applicable occupational health and safety legislation would not permit the work to be performed; or

19.8.2.3 the work is not appropriate for the employee to perform; or

19.8.2.4 there are other reasonable grounds for the employee to refuse to comply with the direction.

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

## **20 Flexibility Arrangements**

20.1 The Employer and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

20.1.1 the agreement deals with 1 or more of the following matters:

20.1.1.1 arrangements about when work is performed:

20.1.1.2 overtime rates,

20.1.1.3 penalty rates,

20.1.1.4 allowances,

20.1.1.5 leave loading; and

20.1.2 the arrangement meets the genuine needs of the Employer and the Employee in relation to one or more of the matters mentioned in 20.1.1, and

20.1.3 the arrangement is genuinely agreed to by the Employer and Employee.

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

20.2.1 are about permitted matters under section 172 of The Act; and

20.2.2 are not unlawful terms under section 194 of The Act; and

20.2.3 result in the Employee being better off overall than the Employee would be if no arrangement was made.

20.3 The Employer must ensure that the individual flexibility arrangement:

20.3.1 is in writing; and

20.3.2 includes the name of the Employer and Employee; and

20.3.3 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

20.3.4 includes details of:

- 20.3.4.1 The terms of the enterprise agreement that will be varied by the arrangement and;
- 20.3.4.2 how the arrangement will vary the effect of the terms; and
- 20.3.4.3 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
- 20.3.5 states the day on which the arrangement commences.
- 20.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 20.5 The Employer or the Employee may terminate the individual flexibility arrangement:
  - 20.5.1 by giving no more than 28 days written notice to the other party to the arrangement; or
  - 20.5.2 if the Employer and the Employee agree in writing – at any time.

## **21 Consultation Arrangements**

- 21.1 Clause 21 applies if the employer:
  - 21.1.1 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
  - 21.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

### **Major Change**

- 21.2 For a major change referred to in subparagraph 21.1.1:
  - 21.2.1 the Employer must notify the relevant employees of the decision to introduce the major change; and
  - 21.2.2 Subclauses 21.3 to 21.9 to apply.
- 21.3 The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 21.4 If:
  - 21.4.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - 21.4.2 the employee or employees advise the employer of the identity of the representative;
  - 21.4.3 the employer must recognise the representative.
- 21.5 As soon as practicable after making its decision, the employer must:
  - 21.5.1 discuss with the relevant employees:

- 21.5.1.1 the introduction of the change; and
- 21.5.1.2 the effect the change is likely to have on the employees; and
- 21.5.1.3 measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- 21.5.2 for the purposes of the discussion — provide, in writing, to the relevant employees:
  - 21.5.2.1 all relevant information about the change including the nature of the change proposed; and
  - 21.5.2.2 information about the expected effects of the change on the employees; and
  - 21.5.2.3 any other matters likely to affect the employees.
- 21.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 21.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 21.8 If a term in the enterprise 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 subparagraph 21.2.1 and subclauses 21.3 and 21.5 are taken not to apply.
- 21.9 In this clause, a major change is likely to have a significant effect on employees if it results in:
  - 21.9.1 the termination of the employment of employees; or
  - 21.9.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - 21.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - 21.9.4 the alteration of hours of work; or
  - 21.9.5 the need to retrain employees; or
  - 21.9.6 the need to relocate employees to another workplace; or
  - 21.9.7 the restructuring of jobs.

#### **Change to Regular Roster or Ordinary Hours of Work**

- 21.10 For a change referred to in subparagraph 21.1.2:
  - 21.10.1 the employer must notify the relevant employees of the proposed change; and
  - 21.10.2 subclauses 21.11 to 21.15 apply.
- 21.11 The relevant employees may appoint a representative for the purposes of the procedures in this clause.

21.12 If:

21.12.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

21.12.2 the employee or employees advise the employer of the identity of the representative;

21.12.3 the employer must recognise the representative.

21.13 As soon as practicable after proposing to introduce the change, the employer must:

21.13.1 discuss with the relevant employees the introduction of the change; and

21.13.2 for the purposes of the discussion—provide to the relevant employees:

21.13.2.1 all relevant information about the change, including the nature of the change; and

21.13.2.2 information about what the employer reasonably believes will be the effects of the change on the employees; and

21.13.2.3 information about any other matters that the employer reasonably believes are likely to affect the employees; and

21.13.3 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).

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

21.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

21.16 In this clause relevant employees means the employees who may be affected by a change referred to in subclause 21.1.



## 22 Signatories

This agreement is signed for and on behalf of:

### Wilson Security Pty Ltd

#### Signatory

Signed:

William Daly

Full name:

William Daly

Position:

General Manager - W.A.

Address:

5 Belmont Avenue Belmont

Date:

5<sup>th</sup> May 2014

#### Witness

Signed:

Vivale McGowan

Full name:

Vivale McGowan

Position:

CSM PTA

Address:

5 BELMONT AVE BELMONT

Date:

5 MAY 2014

### Transport Workers Union

#### Signatory

Signed:

Tim Dawson



Full name:

Tim Dawson

Position:

W.A. Branch Secretary

Address:

Lvl 3, 82 Beaufort St, Perth W.A.

Date:

07/05/2014

#### Witness

Signed:

Joshua Dalliston

Full name:

Joshua Dalliston

Position:

Industrial Officer

Address:

Lvl 3, 82 Beaufort St, Perth W.A.

Date:

07/05/2014



For the Transport Workers' Union (Federal Office):



Signatory

Name: ANTHONY V. SHELDON

Signatory

Address: 2/388 Sussex Street, Sydney NSW 2000

Basis of signatory's authority to sign the agreement: National Secretary

8/5/14

**Signed by a representative of the employees covered by the Agreement**

Signatory

Witness

Signed:

Signed:

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Full name:

Full name:

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---

Position:

Position:

---

---

Address:

Address:

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Date:

Date:

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## Appendix A - Voluntary Additional Hours

In accordance with clause 8.6.4 and clause 20 of the *Wilson Security WA – Public Transport Authority (PTA) Contract Enterprise Agreement 2013*, I elect to work additional hours at the ordinary rate of pay applicable to those hours when and if they become available.

I understand that overtime penalties (not excluding any shift, weekend or public holiday penalty rates that may apply) will not apply to the additional hours.

I agree that this arrangement will result in the Employee being better off overall.

I further understand that this election will continue until I provide written notice of the withdrawal of my election.

Employee:

Signed:

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Full name:

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Date:

---

Address:

---

Manager/supervisor for Wilson Security:

Signed:

---

Full name:

---

Date:

---

Position:

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## UNDERTAKING

AG2014/1029

### **Wilson Security WA - Public Transport Authority (PTA) Contract Enterprise Agreement 2013**

Wilson Security Pty Ltd gives the following undertaking under section 190 of the *Fair Work Act 2009* (Cth) in connection with the approval of the Wilson Security WA - Public Transport Authority (PTA) Contract Enterprise Agreement 2013 (the **Agreement**).

1. That for the purposes of clauses 4.2, 4.3, and 7.1.1 of the Agreement the ordinary hours will be averaged over a roster cycle to be worked on one of the following bases at the discretion of the employer:
  - i. 152 hours within a roster cycle not exceeding four weeks; or
  - ii. 304 hours within a roster cycle not exceeding eight weeks.
2. That clause 4.3 of the Agreement will additionally state that "on engagement the employer and the part-time employee shall agree on a regular pattern of work specifying the roster that the employee will work including the starting and finishing times for each shift and the days or parts of days on which the employee will not be rostered. The terms of this agreement may be varied by consent between the employer and the employee."
3. That, except as provided by clause 8.6.4, overtime rates will apply for all time worked in excess of the ordinary hours in clauses 4.2 and 4.3 of the Agreement.

Signed for and on behalf of  
Wilson Security Pty Ltd (ACN: 127 406 295)

  
\_\_\_\_\_  
William Daly  
General Manager WA  
Wilson Security Pty Ltd

Date 24 June 2014

**UNDERTAKING**

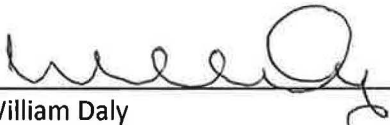
**AG2014/1029**

**Wilson Security WA - Public Transport Authority (PTA) Contract Enterprise Agreement 2013**

Wilson Security Pty Ltd gives the following undertaking under section 190 of the *Fair Work Act 2009* (Cth) in connection with the approval of the Wilson Security WA - Public Transport Authority (PTA) Contract Enterprise Agreement 2013 (the **Agreement**).

1. That all employees covered by the Agreement will be entitled to long service leave in accordance with the Long Service Leave Act 1958 (WA) in lieu of the long service leave provision appearing in clause 15.1 of the Agreement.

Signed for and on behalf of  
Wilson Security Pty Ltd (ACN: 127 406 295)

  
\_\_\_\_\_  
William Daly  
General Manager WA  
Wilson Security Pty Ltd

Date 16 May 2014