



# DECISION

*Fair Work Act 2009*  
s 185—Enterprise agreement

**Wilson Security Pty Ltd T/A Wilson Security**  
(AG2025/1843)

## **WILSON SECURITY RTBU & TWU WA - PUBLIC TRANSPORT AUTHORITY (PTA) CONTRACT ENTERPRISE AGREEMENT 2025**

Security services

COMMISSIONER LIM

PERTH, 4 JULY 2025

*Application for approval of the Wilson Security RTBU & TWU WA - Public Transport Authority (PTA) Contract Enterprise Agreement 2025.*

[1] Wilson Security Pty Ltd T/A Wilson Security (the **Applicant**) has made an application for the approval of an enterprise agreement known as the *name of agreement* (the **Agreement**). The application was made under s 185 of the *Fair Work Act 2009* (Cth) (the **Act**). The Agreement is a single enterprise agreement.

[2] The title of the Agreement on the Notice of Employee Representational Rights (the **NERR**) is ‘Wilson Security WA - Public Transport Authority (PTA) Contract Enterprise Agreement 2025’ whilst the Agreement title in clause 1.1 is ‘Wilson Security, RTBU & TWU WA - Public Transport Authority (PTA) Contract Enterprise Agreement 2025’. Pursuant to s 188(5) of the Act, I am satisfied that the Agreement would have been genuinely agreed to but for the minor technical errors made in relation to the requirements set out in s 174(1A) of the Act. I am satisfied that the employees covered by the Agreement were not likely to have been disadvantaged by the errors. As a result, I am satisfied that the Agreement has been genuinely agreed within the meaning of s 188(5) of the Act.

[3] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[4] In compliance with s 190(4) of the Act, the bargaining representatives’ views regarding the undertakings proffered were sought. They were provided with the opportunity to raise and address any objections they had to the undertakings proffered by the Applicant. No objection was raised.

[5] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying declarations, I am satisfied that each of the requirements

of ss 186, 187, 188, and 190 of the Act as are relevant to this application for approval have been met.

[6] I note that the following clauses in the Agreement appear to be inconsistent with the National Employment Standards (the **NES**):

- (a) Clause 20.1 states that Parental Leave is provided for in the NES and the Wilson Group's Parental Leave Policy. A copy of this policy has not been lodged with the Commission as such; it is unclear if the policy aligns with the Act.
- (b) The entitlement to compassionate leave provided by clause 18.2 of the Agreement does not appear to be triggered after the stillbirth of a child of the employee or a member of the employee's immediate family or household as per s 105(1)(b) of the Act or after the employee or the employee's spouse or de facto partner has a miscarriage as per s 105(1)(c) of the Act.
- (c) Clause 21.1 provides that family and domestic violence leave is provided for in the NES and the Wilson Group Leave Policy & Procedural Guidelines. A copy of this policy has not been lodged with the Commission as such; it is unclear if the policy aligns with the Act.

[7] However, I am satisfied that under clause 4.6 of the Agreement, the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[8] The Australian Rail, Tram and Bus Industry Union and the Transport Workers' Union of Australia (together, the **organisations**), being bargaining representatives for the Agreement, have given notice under s 183 of the Act that they want the Agreement to cover them. In accordance with s 201(2), and based on the declarations provided by the organisations, I note that the organisations are covered by the Agreement.

[9] The Agreement was approved on **4 July 2025** and, in accordance with s 54, will operate from 11 July 2025. The nominal expiry date of the Agreement is 11 July 2028.



COMMISSIONER

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## Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2025/1843

Applicant:  
Wilson Security Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

### Undertaking – Section 190

I, Joshua Wilson, General Manager, have the authority given to me by Wilson Security Pty Ltd to give the following undertakings with respect to the *Wilson Security WA - Public Transport Authority (PTA) Contract Enterprise Agreement 2025* ("the Agreement"):

1. An employee who works in accordance with clause 15.2.2 of the Agreement is a shiftworker for the purposes of the NES.
2. For the purposes of clause 10.6.2 of the Agreement, and save and except for any work performed in accordance with clause 10.6.4, overtime rates will be paid:
  - a. For full-time Employees, for any hours of work in excess of the ordinary hours of work set out at clause 5.2.1.
  - b. For part-time Employees, for any hours of work in excess of the ordinary hours of work set out at clause 5.3.1, or as varied under clause 5.3.4.
  - c. For casual Employees, for any hours of work in excess of the ordinary hours of work set out at clause 9.1.4.

These undertakings are provided based on issues raised by the Fair Work Commission.



Signature

25/06/2025

Date

## **Wilson Security WA, RTBU & TWU - Public Transport Authority (PTA) Contract Enterprise Agreement 2025**

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 the agreement.

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## 1 Title

- 1.1 This Agreement will be known as the Wilson Security, RTBU & TWU WA - Public Transport Authority (PTA) Contract Enterprise Agreement 2025 (**'the Agreement'**).

## 2 Definitions

<b>Act</b>	<i>Fair Work Act 2009 (Cth)</i>
<b>RTBU</b>	Australian Rail Tram and Bus Industry Union
<b>Award</b>	<i>Security Services Industry Award 2020</i> (or its replacement)
<b>Employee(s)</b>	Employees of Wilson Security covered by this Agreement
<b>Employer</b>	Wilson Security Pty Ltd ( <b>Wilson Security</b> )
<b>FWC</b>	Fair Work Commission
<b>NES</b>	The National Employment Standards contained in the Act
<b>PTA</b>	Public Transport Authority of Western Australia
<b>Union/s</b>	Refers to the RTBU and or the TWU
<b>TWU</b>	Transport Workers Union

## 3 Scope

- 3.1 This Agreement covers:

- 3.1.1 the Employer;
- 3.1.2 any Employee organisation noted in the approval decision of the FWC under s.201(2) of the Act as an Employee organisation covered by this Agreement which may include the RTBU and TWU; and
- 3.1.3 the Employees of the Employer engaged in the classifications in the Agreement, employed in the state of Western Australia providing Transit Security Services for the PTA.

## **4 Duration and Renewal**

- 4.1 This Agreement shall come into operation on the seventh day after its approval by the FWC.
- 4.2 The nominal term of the agreement will be three years after the commencement of the Agreement.
- 4.3 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 Act or subsequent Acts.
- 4.4 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.
- 4.5 Subject to any specific references in this Agreement, this Agreement operates to the exclusion of any other award, agreement, or industrial instrument.
- 4.6 This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

## **5 Type of Employment**

### **5.1 General**

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

- a. Permanent full-time Employees; or
- b. Permanent part-time Employees; or
- c. Casual Employees.

### **5.2 Permanent full-time Employee**

- 5.2.1 Permanent full-time Employee means a permanent Employee engaged to work an average of 38 ordinary hours per week over the roster cycle (which may be up to a maximum total of eight (8) weeks). For the avoidance of doubt, roster patterns may exceed 8 weeks, but the averaging of ordinary hours cannot exceed eight weeks.

### **5.3 Permanent part-time Employee**

- 5.3.1 Permanent part-time Employee means a permanent Employee engaged to work less than an average of 38 ordinary hours per week over the roster cycle (which may be up to a maximum total of eight (8) weeks). For the avoidance of doubt, roster patterns may exceed 8 weeks, but the averaging of ordinary hours cannot exceed eight weeks.

In addition, a part-time Employee:

- 5.3.2 has reasonably predictable hours of work;
- 5.3.3 receives, on a pro rata basis, equivalent pay and conditions to those of full-time Employees who do the same kind of work; and



- 5.3.4 has an agreed regular pattern of work with the Employer, which includes start and finish times for each shift and the days or parts of days on which the Employee will not be rostered. The regular pattern of work may be varied by consent between the Employer and the Employee.

#### 5.4 Casual Employee

- 5.4.1 A casual Employee is an Employee who is engaged and paid as such and in addition to the base rate of pay payable to Permanent Employees, casual Employees will be paid a loading of 25% of the base rate of pay for the classification in which they are employed. For the avoidance of doubt the 25% loading is paid in addition to other applicable penalties (e.g. if a casual Employee works during the afternoon shift span, they are entitled to the 15% shift penalty and the 25% casual loading – 40% in total).
- 5.4.2 The engagement on any date shall not be less than four hours paid at the appropriate daily rate.
- 5.4.3 A pathway for Employees to change from casual employment to full-time or part-time employment is provided for in the NES. (See sections 66A to 66MA of the Act).

- 5.5 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.

## 6 Disciplinary Matters

- 6.1 In the event of alleged misconduct by an Employee, the Company may investigate the matter, including giving the Employee an opportunity to respond to any allegations.
- 6.2 Investigations will be conducted in accordance with the Company's policies and procedures.
- 6.3 The principles of natural justice and procedural fairness will apply to an investigation process.
- 6.4 Employees may be represented at any stage of the process, including by a representative of a Union.
- 6.5 Possible outcomes of the process may include (but are not limited to):
- No action;
  - Verbal warning;
  - Retraining or re-education;
  - Written warning;
  - Demotion;
  - Transfer to an alternative site within the scope of the Company's contract with the PTA;
  - Transfer to an alternative site outside the scope of the Company's contract with the PTA; or
  - Dismissal, with or without notice.

## 7 Termination of Employment

### 7.1 General Notice of Termination Clause

- 7.1.1 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.

### 7.2 Notice of Termination by Employer

- 7.2.1 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

7.2.2 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) weeks' notice in addition to the notice prescribed in this clause.

7.2.3 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.

### 7.3 Notice of Termination by Permanent Employee

7.3.1 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 7.2.2.

### 7.4 Notice of Termination by Casual Employee

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

### 7.5 Summary Dismissal

7.5.1 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.

## 8 Performance of Duties

8.1 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.

8.2 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.

8.3 Where Employees are rostered to work consecutive shifts with the minimum ten (10) hour rest period, they shall not be contacted by the employer unless exceptional operational circumstances require urgent contact.

8.4 Employees shall be in the prescribed uniform with the prescribed equipment and ready to commence work at the nominated shift commencement time.

8.5 Employees shall remain in the prescribed uniform with the prescribed equipment until the nominated shift conclusion time.

## 9 Hours of Work and Meal and Rest Breaks

### 9.1 Hours of Work

9.1.1 The ordinary hours of work are set out at clause 5.2.1 for full-time Employees and clause 5.3.1 for part-time Employees

- 9.1.2 The maximum ordinary working hours in any one shift shall be twelve (12) hours.
- 9.1.3 The minimum ordinary working hours payable in any one shift shall be four (4) hours.
- 9.1.4 The ordinary hours of work of casual Employees shall be up to 38 and worked on any or all of the days of the week.
- 9.1.5 Employees are entitled to a minimum of ten (10) 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.
- 9.1.6 Where the Employee volunteers (in case of emergency) to work additional hours, and the duration between shifts is less than 10 hours, the relevant shift rate of pay will apply.

## 9.2 Rosters

- 9.2.1 Employees are to be provided with at least 2 weeks' notice of their roster in writing (save and except for Employees who have worked fewer than two weeks under this Agreement).
- 9.2.2 Subject to meeting any applicable consultation requirements under this Agreement, Employees must be provided with 7 days' notice of any change in roster. Shorter notice periods may apply by agreement between the Employee and the Employer.

## 9.3 Breaks from Work

- 9.3.1 Employees are afforded either meal breaks or crib breaks.
- 9.3.2 The time of the meal break or crib break may be varied at the discretion of the Employer to meet operational requirements.
- 9.3.3 The time of meal or crib breaks will be flexible because of the variable nature of the load times of the travelling public.

## 9.4 Meal Breaks

- 9.4.1 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.
- 9.4.2 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.

## 9.5 Crib Breaks

- 9.5.1 A paid crib break (or breaks) will be allowed on shifts of more than four hours.
- 9.5.2 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.

9.5.3 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.

9.5.4 The time of the crib break may be varied at the discretion of the Supervisor to meet operational requirements.

## 10 Pay Rates, Penalties and Allowances

### 10.1 Pay Rates

10.1.1 Base rates of pay for each classification under this Agreement are:

Classification Structure	Base Hourly Rates
CMR/DSMS Manager	\$45.79
CMR Shift Supervisor	\$41.66
On Duty Field Supervisor	\$41.66
DSMS Controller	\$41.66
Supervisor	\$41.66
Senior Officer	\$39.62
CMR Operator	\$39.62
Security Officer	\$37.58
Probationary Officer – commencement rate pay only (for first 3 months)	\$35.53

### 10.2 Pay rate Increase Mechanism

10.2.1 The base rate of pay for all classifications shall be increased from the first full pay period commencing on or after 1 July 2025 in line with the percentage increase awarded by the FWC for the Award (or its replacement) as part of the national minimum wage order for that year.

10.2.2 The base rate of pay for all classifications shall be increased from the first full pay period commencing on or after 1 July 2026 in line with the percentage increase awarded by the FWC for the Award (or its replacement) as part of the national minimum wage order for that year.

10.2.3 The base rate of pay for all classifications shall be increased from the first full pay period commencing on or after 1 July 2027 in line with the percentage increase awarded by the FWC for the Award (or its replacement) as part of the national minimum wage order for that year.

### 10.3 Shift Spans

10.3.1 '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.

10.3.2 '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.

10.3.3 '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.

10.3.4 '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.

10.3.5 '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.

10.3.6 '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.

#### 10.4 Penalty Rates

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

10.4.1.1	Day span	0% additional
10.4.1.2	Afternoon span	15% additional
10.4.1.3	Night span	25% additional
10.4.1.4	Saturday span	50% additional
10.4.1.5	Sunday span	100% additional
10.4.1.6	Public holiday span	150% additional

#### 10.5 Meal Allowance

10.5.1 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 (rostered) shift unless the Employee was notified the previous day of the requirement to work additional time.

10.5.2 The meal allowance shall be \$20.73 per event. The meal allowance shall increase in accordance with paragraph 17.8 of the Award.

#### 10.6 Overtime

10.6.1 Reasonable overtime is provided for in the NES.

10.6.2 Except as set out in clause 10.6.4, 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

10.6.3 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.

10.6.4 Despite sub-clause 10.6.2, an Employee may elect to work 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 such additional hours by signing the election form at Appendix A of this Agreement.

10.6.5 Notwithstanding any election under Appendix A, all hours worked on any one shift in excess of twelve (12) consecutive hours will be paid at ordinary time plus 100%.

## **11 Classification Structure and Progression**

11.1 The requirements for each Employee classification are specified below.

11.2 Where an Employee is appointed to a particular classification, but they do not hold all of the relevant certifications or qualifications, the Employee will still be entitled to the rate of pay applicable to that classification.

11.2.1 Central Monitoring Room/ Dynamic Stand Management System Controller (CMR/DSMS) Manager:

A CMR/DSMS Manager will have the following certification or demonstrated abilities:

- a. Authorised Person Designation as required by the Public Transport Authority Act and Regulations
- b. Certificate III – Modules Baton and handcuffs and OC spray
- c. Maintain WAPOL baton endorsement
- d. Senior First Aid
- e. Certificate II in Security Operations
- f. Understand legal Use of Force
- g. Basic Traffic Control
- h. Chief Fire Warden Training
- i. Conflict Management
- j. Strong communication skills
- k. Ability to work under pressure
- l. Ability to maintain confidentiality

A CMR/DSMS Manager will also demonstrate knowledge including:

- m. Bus Routing
- n. Criminal Code & Police Act Familiarisation
- o. Customer Service skills
- p. Occupational Health and Safety Knowledge



#### 11.2.2 Central Monitoring Room (CMR) Shift Supervisor

A CMR Shift Supervisor will have the following certification or demonstrated abilities:

- a. Authorised Person Designation as required by the Public Transport Authority Act and Regulations
- b. Certificate III – Modules Baton and handcuffs and OC spray
- c. Maintain WAPOL baton endorsement
- d. Senior First Aid
- e. Certificate II in Security Operations
- f. Understand legal Use of Force
- g. Basic Traffic Control
- h. Chief Fire Warden Training
- i. Conflict Management
- j. Strong communication skills
- k. Ability to work under pressure
- l. Ability to maintain confidentiality

A CMR Shift Supervisor will also demonstrate knowledge including:

- m. Bus Routing
- n. Criminal Code & Police Act Familiarisation
- o. Customer Service
- p. Occupational Health and Safety Knowledge

#### 11.2.3 On Duty Field Supervisor

An On Duty Field Supervisor will have the following certification or demonstrated abilities:

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

Certificate III – Modules Baton and handcuffs and OC spray

- b. Maintain WAPOL baton endorsement
- c. Senior First Aid
- d. Certificate II in Security Operations
- e. Understand legal Use of Force
- f. Basic Traffic Control
- g. Chief Fire Warden Training
- h. Conflict Management
- i. Strong communication skills
- j. Ability to work under pressure
- k. Ability to maintain confidentiality

An On Duty Field Supervisor will also demonstrate knowledge including:

- l. Bus Routing
- Criminal Code & Police Act Familiarisation
- m. Customer Service
- n. Occupational Health and Safety Knowledge

11.2.4 Dynamic Stand Management System Controller (DSMSC)

A DSMSC will have the following certification or demonstrated abilities:

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

**Certificate III – Modules Baton and handcuffs and OC spray**

- b. Maintain WAPOL baton endorsement
- c. Senior First Aid
- d. Certificate II in Security Operations
- e. Understand legal Use of Force
- f. Basic Traffic Control
- g. Chief Fire Warden Training
- h. Conflict Management
- i. Strong communication skills
- j. Ability to work under pressure
- k. Ability to maintain confidentiality

A DSMSC will also demonstrate knowledge including

- l. Bus Routing
- m. Criminal Code & Police Act Familiarisation
- n. Customer Service
- o. Occupational Health and Safety Knowledge

**11.2.5 Supervisor**

A Supervisor will have the following certification/demonstrated abilities:

- a. Authorised Person Designation as required by the Public Transport Authority Act and Regulations
- b. Certificate III – Modules Baton and handcuffs and OC spray
- c. Maintain WAPOL baton endorsement
- d. Senior First Aid
- e. Certificate II in Security Operations
- f. Understand legal Use of Force
- g. Basic Traffic Control
- h. Chief Fire Warden Training
- i. Conflict Management
- j. Strong communication skills

- k. Ability to work under pressure
- l. Ability to maintain confidentiality

A Supervisor will also demonstrate knowledge including:

- m. Bus Routing
- n. Criminal Code & Police Act Familiarisation
- o. Customer Service
- p. Occupational Health and Safety Knowledge

#### 11.2.6 Senior Officer

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

- a. Authorised Person Designation as required by the Public Transport Authority Act and Regulations
- b. Certificate III – Modules Baton and handcuffs and OC spray
- c. Maintain WAPOL baton endorsement
- d. Senior First Aid
- e. Certificate II in Security Operations
- f. Understand legal Use of Force
- g. Basic Traffic Control
- h. Chief Fire Warden Training
- i. Conflict Management
- j. Strong communication skills
- k. Ability to work under pressure
- l. Ability to maintain confidentiality

A Senior Officer will also demonstrate knowledge including:

- m. Bus Routing
- n. Criminal Code & Police Act Familiarisation
- o. Customer Service
- p. Occupational Health and Safety Knowledge
- q. Central Monitoring Room (CMR) Operator

#### 11.2.6.1 Central Monitoring Operator

A Central Monitoring Operator (CMR) Operator will have the following certification/demonstrated abilities:

- a. Authorised Person Designation as required by the Public Transport Authority Act and Regulations  
Certificate III – Modules Baton and handcuffs and OC spray.
- b. Maintain WAPOL baton endorsement
- c. Senior First Aid
- d. Certificate II in Security Operations
- e. Understand legal Use of Force
- f. Basic Traffic Control
- g. Fire Warden Training
- h. Conflict Management
- i. Strong communication skills
- j. Ability to work under pressure
- k. Ability to maintain confidentiality

A CMR Operator will also demonstrate knowledge including:

- l. Bus Routing
- m. Criminal Code & Police Act Familiarisation
- n. Customer Service
- o. Occupational Health and Safety Knowledge

#### 11.2.7 Security Officer

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

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

Certificate III – Modules Baton and handcuffs and OC spray

- b. Maintain WAPOL baton endorsement
- c. Senior First Aid
- d. Certificate II in Security Operations
- e. Understand legal Use of Force
- f. Basic Traffic Control
- g. Fire Warden Training

A Security Officer will also demonstrate knowledge including:

- h. Bus Routing
- i. Criminal Code & Police Act Familiarisation
- j. Customer Service
- k. Occupational Health and Safety Knowledge

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

A Security Officer under probation receiving the commencement rate is required to achieve the same certifications/demonstrated abilities as a Security Officer within 3 months from appointment.

### 11.3 Classification Progression

11.3.1 Progression through Employee classifications is dependent on operational need, demonstrated knowledge and abilities, and success at interview with management.

11.3.2 There is no automatic progression through the classification levels on account of duration of service or seniority.

## 12 Payment of Wages and Payroll Deductions

12.1 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.

12.2 The Employer will only make deductions from wages as authorised by Employees.

12.3 Employees will be issued an electronic pay slip within one working day of pay day, even if the Employee is on leave.

## **13 Provision of Training and Licencing**

### **13.1 Employee Provided Training**

13.1.1 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.

### **13.2 Employer Provided Training**

#### **13.2.1 Batons and Handcuff**

- 13.2.1.1 The Employer shall provide the opportunity to complete baton and handcuff refresher training every six months.
- 13.2.1.2 Employees will be paid at ordinary hours to attend the training event at 13.2.1.1 unless clause 13.2.1.4 applies.
- 13.2.1.3 The employer shall pay for the cost of the training at 13.2.1.1 unless clause 13.2.1.4 applies.
- 13.2.1.4 An Employee who fails to attend the scheduled training event at 13.2.1.1 will be responsible for completing the course in their own time and at their own expense.

#### **13.2.2 Authorised Officer Training**

- 13.2.2.1 The Employer shall coordinate the provision of Authorised Officer training.
- 13.2.2.2 Employees will be paid at ordinary hours to attend the training.

### **13.3 Employer Reimbursed First Aid Renewal Training**

13.3.1 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. First Aid training will be completed at Wilson Medic One wherever practicable. Where Medic One is not utilised, Employees may choose another reputable training provider at the Employer's approval, which will not be unreasonably withheld.

### **13.4 Security Licence Renewal Reimbursement**

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

## **14 Clothing and Protective Equipment**

14.1 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.

- a. 5 Short Sleeved Shirts
- b. 3 pairs of trousers or slacks or cargo pants
- c. 1 jacket or pull over
- d. 2 Safety Vests

- e. 1 Hi Visibility wet weather jacket
  - f. A maximum contribution of \$150 per annum towards the replacement of approved tactical boots after a minimum of twelve (12) months employment subject to fair wear and tear.
- 14.2 The following uniform items will be provided by the Employer for Casual Employees and shall be replaced on a fair wear and tear basis.
- a. 3 Short Sleeved Shirts
  - b. 2 pairs of trousers or slacks or cargo pants
  - c. 1 jacket or pull over
  - d. 1 Safety Vest
  - e. 1 Hi Visibility wet weather jacket
- 14.3 The Employee shall be responsible for the laundering and the cost of laundering any uniform supplied.
- 14.4 Any items supplied by the Employer will remain the property of the Employer.
- 14.5 If employment is terminated by either party the Employee must return uniform items to the Employer.
- 14.6 Once per annum, the Unions may request that the Employer convene a workgroup to meet to discuss and review uniforms.

## **15 Annual Leave**

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

### **15.2 Annual Leave Entitlements**

15.2.1 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.

15.2.2 An Employee who predominantly works a seven (7) day roster shall be entitled to a period of five weeks' leave per annum, to a maximum of 190 hours.

15.2.3 All permanent Employees accrue annual leave based on their ordinary hours of work.

15.2.4 Casual Employees are not entitled to annual leave.

15.2.5 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.

15.2.6 Annual leave continues to accrue while Employees are taking paid annual leave or paid personal leave.

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



15.3.1 Employees shall provide a minimum of two (2) weeks' notice of requests for annual leave.

15.3.2 The Employer shall not unreasonably refuse an Employee's request for annual leave.

15.3.3 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.

#### 15.4 Employer Notice to Take Leave

15.4.1 In certain circumstances the Employer can direct an Employee to take annual leave.

15.4.2 An Employee who has accrued an excessive amount of annual leave may be directed to take annual leave.

15.4.3 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.

15.4.4 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.

#### 15.5 Payment of Annual Leave

15.5.1 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%.

15.5.2 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.

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

15.6.1 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

15.6.2 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

15.6.3 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.

### 16 Personal Leave Carer's Leave

16.1 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.

#### 16.2 Entitlement

16.2.1 Permanent full-time Employees will accrue 76 hours paid personal leave for every year of service.

16.2.2 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.

16.2.3 Any unused personal leave will accrue from year to year.

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

16.3.1 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.

16.3.2 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.

16.3.3 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.

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

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

16.4.1.1 a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or

16.4.1.2 a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.

16.4.2 De facto partner of a national Employee:

16.4.2.1 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

16.4.2.2 Includes a former de facto partner of the Employee.

### 16.5 Notice Requirements

16.5.1 An Employee must give his or her Employer notice of the taking of personal/carer's leave.

16.5.2 The Employee must give as much notice as possible and as soon as practicable before taking personal/carer's leave.

16.5.3 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.

16.5.4 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.

#### **16.6 Evidence Requirements**

16.6.1 Employees are entitled to two (2) days of personal leave per financial year without the need for a medical certificate or a statutory declaration.

16.6.2 Following that, the Employee shall provide a medical certificate from a licensed 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.

16.6.3 A licensed health practitioner includes a doctor/GP from a medical clinic, hospital, or locum service; or a pharmacist from a pharmacy.

16.6.4 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.

16.7 For the avoidance of doubt, an Employee is not entitled to take paid personal/carers leave if they have not complied with this clause.

### **17 Long Service Leave**

17.1 All Employees covered by the Agreement will be entitled to long service leave in accordance with the *Long Service Leave Act 1958 (WA)*.

### **18 Compassionate Leave**

18.1 Compassionate leave is provided for in the NES. This clause supplements or deals with matters incidental to the NES provisions.

18.2 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.

18.3 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.

### **19 Public Holidays**

19.1 Public holiday entitlements are provided for in the NES.

19.2 The following days are public holidays:

- 1 January (New Year's Day);
- 26 January (Australia Day);
- Labour Day;

- Good Friday;
- Easter Sunday
- Easter Monday;
- 25 April (Anzac Day);
- Western Australia Day.
- The King's Birthday;
- 25 December (Christmas Day); and
- 26 December (Boxing Day).

19.3 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.

19.4 Despite clause 19.3, 26 January (Australia Day) will be treated as the public holiday and not any substituted day.

## **20 Parental Leave**

20.1 Parental Leave is provided for in the NES and the Wilson Group's Parental Leave Policy.

## **21 Family and Domestic Violence Leave**

21.1 Family and Domestic Violence Leave is provided for in the NES and the Wilson Group Leave Policy & Procedural Guidelines.

## **22 Dispute Resolution**

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

22.1.1 A matter under the Agreement; or

22.1.2 The NES.

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

22.3 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.

22.4 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.

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

22.6 If discussions at the workplace level contained in subclauses 22.3 to 22.5 do not resolve the dispute, a party to the dispute may refer the matter to the FWC.

22.7 The FWC may deal with the dispute in 2 stages:

22.7.1 The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

22.7.2 If the FWC is unable to resolve the dispute at the first stage, the FWC may then:

- a. arbitrate the dispute; and
- b. make a determination that is binding on the parties.

Note: If FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.

22.7.3 A decision that FWC makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

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

22.8.1 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

22.8.2 Employees must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:

- a. the work is not safe; or
- b. applicable occupational health and safety legislation would not permit the work to be performed; or
- c. the work is not appropriate for the Employee to perform; or
- d. there are other reasonable grounds for the Employee to refuse to comply with the direction.

22.9 The parties to the dispute agree to be bound by a decision made by FWC in accordance with this clause.

## **23 Individual Flexibility Arrangements**

23.1 The Employer and an Employee covered by the Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

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

- a. arrangements about when work is performed:
- b. overtime rates,
- c. penalty rates,
- d. allowances,
- e. leave loading; and

23.1.2 the arrangement meets the genuine needs of the Employer and the Employee in relation to one or more of the matters mentioned in 23.1.1, and

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

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

- a. are about permitted matters under section 172 of The Act; and
- b. are not unlawful terms under section 194 of The Act; and
- c. result in the Employee being better off overall than the Employee would be if no arrangement was made.

23.3 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

23.3.1 includes details of:

- d. The terms of the enterprise agreement that will be varied by the arrangement and;
- e. how the arrangement will vary the effect of the terms; and
- f. 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

23.3.2 states the day on which the arrangement commences.

23.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

23.5 The Employer or the Employee may terminate the individual flexibility arrangement:

23.5.1 by giving no more than 28 days written notice to the other party to the arrangement; or

23.5.2 if the Employer and the Employee agree in writing – at any time.

## **24 Requests For Flexible Working Arrangements**

24.1 Requests for flexible working arrangements are provided for in the NES.

## **25 Right To Disconnect**

25.1 The Employee right to disconnect applicable under this Agreement is set out in clause 13A of the Award.

## **26 Consultation**

26.1 The consultation requirements applicable under this Agreement are set out in clauses 27, 28 and 29 of the Award.

## **27 Workplace Delegates' Rights**

27.1 The workplace delegates' rights requirements applicable under this Agreement are set out in clause 26A of the Award.

27.2 With workplace delegates' consent, a Union may request the Employer to allow workplace delegates to access paid time for training in excess of their minimum entitlements under the Award, provided that the aggregate number of days for paid training does not exceed the total minimum entitlements for all workplace delegates of a Union over a financial year.

By way of example, if a Union has two (2) delegates entitled to initial training of 5 days each, the Union may request that one (1) delegate attend seven (7) training days, and the other delegate attend three (3) training days.

27.3 Workplace delegates will be provided with an opportunity to meet with Employees covered by this Agreement soon after their initial engagement for the purposes of discussing Union membership. Workplace delegates and Employees are entitled to have those discussions during work time for up to twenty minutes. Nothing in this clause is intended to limit a workplace delegate's right to other reasonable communication under clause 26A.6 of the Award or other applicable provisions of the Act.

27.4 As an alternative to the workplace delegate holding those discussions, workplace delegates may invite an official of the Union to conduct the discussion.

27.5 Workplace delegates and Union officials will at all times respect Employees' rights to freedom of association.

## 28 Signatories

This agreement is signed for and on behalf of:

### Employer

#### Signatory

Signed: 

Full name:

JOSHUA WILSON

Position:

GENERAL MANAGER - WA

Address:

117-123 GREAT EASTERN HWY, RIVERVALE

Date:

12/6/25

### RTBU

#### Signatory

Signed: 

Full name:

JOSHUA DEKUYEL

Position:

BRANCH SECRETARY

Address:

UNIT 2 / 10 NASH ST, PERTH

Date:

11 JUNE 2025

#### Witness

Signed:



Full name:

JAMES CUNIFFE

Position:

EMPLOYEE RELATIONS BUSINESS PARTNER

Address:

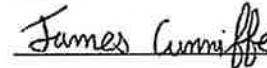
117-123 GREAT EASTERN HWY, RIVERVALE

Date:

12 JUNE 2025

#### Witness

Signed:



Full name:

JAMES CUNIFFE

Position:

EMPLOYEE RELATIONS BUSINESS PARTNER

Address:

117-123 GREAT EASTERN HWY, RIVERVALE

Date:

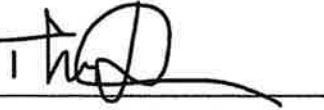
11 JUNE 2025



**TWU**

Signatory

Signed:



Full name:

TIMOTHY JOHN DAWSON

Position:

STATE SECRETARY

Address:

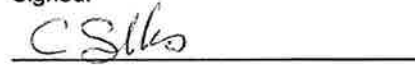
143 CHISHOLM CRESENT KEWDALE 6105

Date:

12/6/2025

Witness

Signed:



Full name:

CHRISTOPHER GIBBS

Position:

ORGANISER

Address:

143 CHISHOLM CRESENT, KEWDALE 6105

Date:

12/6/2025

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

Signatory

Signed: 

Full name:

Christopher Kersop

Position:

Senior Transport officer

Address: level 1/117 Great Eastern  
Hwy RIVERVALE, WA 6103

Date:

11 June 2025

Witness

Signed: 

Full name:

JAMES CUNIFFE

Position:

EMPLOYEE RELATIONS BUSINESS PARTNER

Address:

117-123 GREAT EASTERN HWY, RIVERVALE

Date:

11 JUNE 2025

## Appendix A - Additional Hours

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 those additional hours.

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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IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2025/1843

Applicant:  
Wilson Security Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

## Undertaking – Section 190

I, Joshua Wilson, General Manager, have the authority given to me by Wilson Security Pty Ltd to give the following undertakings with respect to the *Wilson Security WA - Public Transport Authority (PTA) Contract Enterprise Agreement 2025* ("the Agreement"):

1. An employee who works in accordance with clause 15.2.2 of the Agreement is a shiftworker for the purposes of the NES.
2. For the purposes of clause 10.6.2 of the Agreement, and save and except for any work performed in accordance with clause 10.6.4, overtime rates will be paid:
  - a. For full-time Employees, for any hours of work in excess of the ordinary hours of work set out at clause 5.2.1.
  - b. For part-time Employees, for any hours of work in excess of the ordinary hours of work set out at clause 5.3.1, or as varied under clause 5.3.4.
  - c. For casual Employees, for any hours of work in excess of the ordinary hours of work set out at clause 9.1.4.

These undertakings are provided based on issues raised by the Fair Work Commission.

  
\_\_\_\_\_  
Signature

25/06/2025 \_\_\_\_\_  
Date