



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Wilson Security Pty Ltd T/A Wilson Security
(AG2017/5342)

WILSON SECURITY (LUGGAGE HALL OPERATORS VIC) ENTERPRISE AGREEMENT 2017

Rail industry

COMMISSIONER MCKINNON

MELBOURNE, 15 MAY 2018

Application for approval of the Wilson Security (Luggage Hall Operators VIC) Enterprise Agreement 2017.

[1] An application has been made for approval of an enterprise agreement known as the *Wilson Security (Luggage Hall Operators VIC) Enterprise Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Wilson Security Pty Ltd T/A Wilson Security. The Agreement is a single enterprise agreement.

[2] 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.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Australian Rail, Tram and Bus Industry Union 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.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 22 May 2018. The nominal expiry date of the Agreement is 30 June 2020.



COMMISSIONER

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<AE428360 PR607098>

Annexure A



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Commissioner McKinnon
Fair Work Commission
11 Exhibition St
Melbourne VIC 3001

19th April 2018

Dear Commissioner,

RE: FWC Matter No.: AG2017/5342

We refer to recent correspondence relating to clause 22 (Voluntary Overtime) and submit the following undertaking to the Enterprise Agreement.

Undertaking

Wilson Security will not rely on clause 22 (Voluntary Overtime) in the **Wilson Security (Luggage Hall Operators VIC) Enterprise Agreement 2017**.

Yours sincerely

A handwritten signature in blue ink, appearing to read 'Alicia'.

Alicia Cirillo
National HR Manager
Wilson Security

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.



WILSON SECURITY
(LUGGAGE HALL OPERATORS VIC)
ENTERPRISE AGREEMENT 2017

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PART 1 - APPLICATION AND OPERATION OF THE AGREEMENT

1. TITLE

This agreement shall be known as the Wilson Security (Luggage Hall Operators VIC) Enterprise Agreement 2017 ("Agreement").

2. WHERE THIS AGREEMENT APPLIES, AND WHERE IT DOES NOT APPLY

This Agreement covers and applies to:

Wilson Security ("the Company"); and The employees of the Company who are employed to work in the classifications in Schedule A ("Employee(s)").

If the Australian Rail Tram & Bus Industry Union ("the Union") gives notice under the Fair Work Act 2009 ("the Act") that it wants the Agreement to cover it, and the Fair Work Commission ("FWC") subsequently approves the Agreement and notes in its decision that the Agreement covers the Union, the Agreement will also cover the Union.

This Agreement sets out the whole agreement between the Parties. Any Awards (including The Security Services Industry Award 2010 and the Rail Industry Award 2010) and prior agreements cease to have any operation in relation to the Employees to which it applies once this Agreement is approved by the FWC.

3. NO EXTRA CLAIMS

The Employees agree that no extra claims shall be made during the life of this Agreement.

4. TERM OF THE AGREEMENT

This Agreement will come into operation in accordance with the terms of the Decision issued by the FWC following its approval by the FWC.

The rates of pay appearing in Schedule A and the allowances appearing in Schedule B will apply from the first full pay period on or after approval of this Agreement by the FWC.

The nominal expiry date of this Agreement will be 30 June 2020.

5. DEFINITIONS

"The Act" means the Fair Work Act 2009, as amended from time to time.

"Agreement" means this document, including any schedules and appendices attached to this Agreement.

"Continuous Service" is defined as per Section 22 of the Act.

"FWC" means the Fair Work Commission.

"Eligible Casual" means a casual Employee employed by the Company on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of

employment during a period of at least 12 months, and that the Employee has a reasonable expectation of ongoing employment.

"Employee" refers to any Employee whose employment is subject to this Agreement.

"Financial Year" means the period commencing on 1 July in any year, and ending on 30 June the following calendar year.

"Parties" means the Company, the Union and the Employees covered by this Agreement.

"Union" means the Rail Tram & Bus Industry Union.

"Seven Day Shift Work Employee" means a shift work Employee who is rostered to work regularly on Sundays and holidays or Employees who are rostered to work regularly over seven days per week.

6. RELATIONSHIP WITH THE NATIONAL EMPLOYMENT STANDARDS

This Agreement does not exclude the National Employment Standards in the Act. To the extent any clause in this Agreement is inconsistent in a way which provides an entitlement less than the National Employment Standards, the National Employment Standards is taken to apply.

7. CONSULTATION AND INTRODUCTION OF CHANGE

7.1 Introduction of Significant Change

This clause applies if the Company:

(a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or

(b) proposes to introduce a change to the regular roster or hours of work of Employees.

7.2 Major change

For a major change referred to in paragraph 7.1 (a):

(a) The Company must notify the relevant Employees of the decision to introduce the major change; and

(b) sub-clauses 7.3 to 7.8 apply.

7.3 The relevant Employees may appoint a representative for the purposes of the procedures in this clause. If:

(a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

(b) the Employee or Employees advise the Company of the identity of the representative; the Company must recognise the representative.

7.4 As soon as practicable after making its decision, the Company must:

(a) discuss with the relevant Employees:

- (i) the introduction of the change; and**
- (ii) the effect the change is likely to have on the Employees; and**
- (iii) measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees; and**

(b) for the purposes of the discussion-provide, in writing, to the relevant Employees:

- (i) all relevant information about the change including the nature of the change proposed; and**
- (ii) information about the expected effects of the change on the Employees; and**
- (iii) any other matters likely to affect the Employees.**

7.5 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.

7.6 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

7.7 If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in 7.2 (a) and 7.3 and 7.11 are taken not to apply.

7.8 In this clause, a major change is *likely to have a significant effect on Employees* if it results in:

- (a) the termination of the employment of Employees; or**
- (b) major change to the composition, operation or size of the Company's workforce or to the skills required of Employees; or**
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or**
- (d) the alteration of hours of work; or**
- (e) the need to retrain Employees; or**
- (f) the need to relocate Employees to another workplace; or**
- (g) the restructuring of jobs.**

7.9 Change to regular roster or hours of work

For a change referred to in 7.1 (b):

- (a) The Company must notify the relevant Employees of the proposed change; and**
- (b) sub-clauses 7.10 to 7.13 apply.**

7.10 The relevant Employees may appoint a representative for the purposes of the procedures in this clause. If:

(a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

(b) the Employee or Employees advise the Company of the identity of the representative; the Company must recognise the representative.

7.11 As soon as practicable after proposing to introduce the change, the Company must:

(a) discuss with the relevant Employees the introduction of the change; and

(b) for the purposes of the discussion provide to the relevant Employees:

(i) all relevant information about the change, including the nature of the change; and

(ii) information about what the Company reasonably believes will be the effects of the change on the Employees; and

(iii) information about any other matters that the Company reasonably believes are likely to affect the Employees; and

(c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

7.12 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.

7.13 The Company must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

7.14 In this clause: *relevant Employees* means the Employees who may be affected by a change referred to in sub-clause 7.1 (a).

7.15 Significant effect does not include work practice and other changes consistent with operational requirements where the required period of notice is given and the overall remuneration of full-time Employees affected by proposed changes is not detrimentally affected.

8. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

8.1 The Company and an Employee covered by this Agreement may agree to make an Individual Flexibility Arrangement ("IFA") to vary the effect of terms of the Agreement if:

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

(i) arrangements about when work is performed;

(ii) overtime rates;

(iii) penalty rates;

(iv) allowances;

(v) leave loading; and

(b) the IFA meets the genuine needs of the Company and Employee in relation to 1 or more of the matters mentioned in sub-clause 8.1 (a); and

(c) the IFA is genuinely agreed to by the Company and the Employee.

8.2 The Company must ensure that the terms of the IFA:

(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 IFA was made.

8.3 The Company must ensure that the IFA:

(a) is in writing; and

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

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

(d) includes details of:

(i) the terms of the Agreement that will be varied by the IFA; and

(ii) how the IFA will vary the effect of the terms; and

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

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

8.4 The Company must give the Employee a copy of the IFA within 14 days after it is agreed to.

8.5 The Company or the Employee may terminate the IFA:

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

(b) if the Company and the Employee agree in writing- at any time.

9. ORGANISATION STANDARDS

The Employee will be required to meet the Company's organisation standards on all occasions. This may include standards/guidelines regarding job performance, customer service standards, appearance and grooming, emergency procedures, anti-discrimination, occupational health and safety, prohibition of alcohol or illegal drug consumption and a smoke-free workplace.

PART 2 – STARTING OR FINISHING WORK AS A LUGGAGE HALL OPERATOR

10. TYPES OF EMPLOYMENT

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

- Permanent (either "full time" or "part time"); or
- Casual

At the time of engagement, the Company will inform each Employee of the terms of their engagement and whether they are to be full-time, part-time or casual. Such decision will then be recorded in the Time and Wages Record.

10.1 Full-time Employees

The Company may employ full time Employees in any classification in this Agreement. A full-time Employee is an Employee who works an average of 38 hours per week.

10.2 Part-time Employees

The Company may employ part-time Employees in any classification in this Agreement. Ordinary hours for a part time Employee will be mutually agreed to in writing by both the Employee and the Company.

A regular part-time Employee is one who:

- works less than full-time hours of 38 per week; and is allocated sufficient ordinary hours of work in a twelve (12) week cycle to ensure that a minimum of one hundred and forty-four (144) hours is worked by the Employee during each twelve (12) weeks;
- has reasonably predictable hours of work;
- receives, on a pro rata basis, equivalent pay and conditions to those of full-time Employees who do the same kind of work.
- The Company is required to roster a regular part-time Employee for a minimum of four consecutive hours on any shift.
- All time worked in excess of the ordinary hours of work shall be treated as overtime, and paid as such, in accordance with clause 22.

10.3 Casual Employees

A casual Employee is an Employee who is engaged and paid as such but will not include a part-time or full-time Employee. Casual Employees will be paid the "casual rate" specified Schedule A for the classification under which they are employed, and rates payable for shift, weekend work and public holiday work on the same basis as a permanent Employee.

Casual Employees will not be covered by the following clauses in this Agreement:

- Notice of Termination of Employment
- Redundancy
- Shift work allowances – permanent night shift
- Public holidays
- Annual leave
- Parental leave (except as provided for by Division 5 of the National Employment Standards)
- Personal / Carer's leave (other than in relation to unpaid carer's leave provided by sub clause 29.5 and 29.6)
- Jury service (other than "eligible casuals" as defined by clause 5)
- Accident make-up pay

10.4 Casual conversion to permanent status

A regular casual Employee who has been engaged by the Company for at least 12 months may elect (subject to the provisions of this clause) to have their contract of employment converted to full-time or part-time employment.

The Company may consent to or refuse the election, but only on reasonable grounds. In considering a request, the Company may have regard to any of the following factors:

- the size and needs of the Company;
- the nature of the work the Employee has been doing;
- the qualifications, skills, and training of the Employee;
- the trading patterns of the Company (including cyclical and seasonal trading demand factors);
- the Employee's personal circumstances, including any family responsibilities; and
- any other relevant matter.

10.5 Stand-down for disciplinary reasons

In circumstances where alleged misconduct or neglect of duty is made against an Employee, the Company may stand down the Employee without pay for up to 3 rostered shifts to enable an investigation to be made into the matter.

During the investigation and at the Employee's request, the Union or other Employee representative will be consulted and given an opportunity to represent the interests of the affected Employee.

If the alleged misconduct or neglect of duty is not sustained against the Employee, payment for the period of the stand-down will be credited to the Employee.

The Employee shall be provided with written notice of the alleged misconduct or neglect of duty before they are required to participate in an investigation, interview or meeting regarding the alleged misconduct or neglect of duty.

11. WORK SCHEDULES

11.1 Ordinary hours of work for full time Luggage Hall Operators

The ordinary hours of work each week for a full-time Employee are 38, which may be averaged over a period of between 1 and 12 weeks.

11.2 Working reasonable overtime

Employees may also be required to work reasonable additional hours (also known as "overtime"). In determining whether overtime is reasonable or unreasonable, the following must be considered:

- any risk to Employee health and safety from working the additional hours;
- the Employee's personal circumstances, including family responsibilities;
- the needs of the workplace or enterprise in which the Employee is employed;
- the notice (if any) given by the Company of any request or requirement to work the additional

hours;

- the notice (if any) given by the Employee of his or her intention to refuse to work the additional hours;
- the usual patterns of work at the site, or the part of the site, in which the Employee works;
- the nature of the Employee's role, and the Employee's level of responsibility;
- any other relevant matter.

11.3 Roster

A roster setting out the Employee's ordinary days of duty and starting and finishing times on such days shall, wherever practicable, be displayed in a place conveniently accessible to Employees for the roster period. Rosters shall be displayed at least seven days in advance.

Once a roster has been determined by the Company and implemented, it shall not be varied until that cycle has been completed except to meet an emergency due to sickness, other unexpected and unavoidable cause, or by personal agreement between the Company and Employee(s) concerned.

Employees may organise shift swaps between themselves provided such arrangements have been approved in advance by the relevant supervisor. In these circumstances, no overtime or other penalties will be payable by the Company to the Employee(s) if such overtime or penalties would not have been payable if the shift swaps had not occurred in the first instance.

Employees shall be provided with a minimum shift of ordinary duty of no less than 4 hours (subject to clause 11.4) and of up to 12 hours.

Rosters will provide for a minimum of 8 hours break between the completion of a rostered shift and the commencement of the Employee's next rostered shift.

For full time Employees, rosters will be provided for a minimum of 8 days off in every four-week cycle.

Employees may be rostered to work on any day of the week on a day, afternoon or night shift basis, including rotating or non-rotating shifts, as required to meet operational needs.

No permanent Employee will be rostered to work more than 7 consecutive days in a 28-day period other than by agreement.

11.4 Broken shifts

Weekly Employees may be rostered to work ordinary hours in up to two periods of duty, exclusive of meal breaks, per day, with a minimum payment of three hours for each period of duty.

***Note:** An Employee working broken shifts is entitled to a "split shift allowance" as prescribed in clause 20.4.

11.5 Summer time

Despite anything contained elsewhere in this Agreement, where due to legislation summer time is prescribed as being in advance of standard time, the length of any shift:

- commencing before the time prescribed under relevant legislation for the commencement of a summer time period; and
- commencing on or before the time prescribed under legislation for the termination of a summer time period;
- will be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end, the time of the clock in each case to be set to the time fixed under legislation.

In this clause, the expressions standard time and summer time will bear the same meaning as are prescribed by legislation, and legislation will mean the Summer Time Act 1972 (Victoria) as amended or as substituted.

12. TERMINATION OF EMPLOYMENT

Subject to the NES, Termination of an Employee's employment is provided for in this clause.

12.1 Amount of notice or payment in lieu of notice

(a) The Company will not terminate an Employee's employment unless:

- (i) the time between giving the notice and the day of the termination is the period (the period of notice) worked out under sub clause 12.1 (b) or
- (i) The Company has paid to the Employee payment in lieu of notice of at least the amount the Company would have been liable to pay to the Employee at the full rate of pay for the hours the Employee would have worked had the employment contract continued until the end of the notice period.

(b) The period of notice is calculated as follows:

First, work out the period using the following table:

Period of Continuous Service	Period of Notice
One year or less	One week
Over one year and up to the completion of three years	Two weeks
Over three years and up to the completion of five years	Three weeks
Over five years of completed service	Four weeks

then increase the period by 1 week if the Employee is over 45 years old and has completed at least 2 years of Continuous Service with the Company at the end of the day the notice is given.

The Company may terminate an Employee's employment at any time, without notice or payment in lieu of notice, if, in the opinion of the Company, the Employee engages in serious misconduct - including (without limitation) committing a criminal offence, or if the Employee is precluded by law from performing the duties of their position, or where the Employee has not provided full and accurate disclosure of information given in support of an application for employment and this is not discovered until a later date. An Employee dismissed for serious misconduct will only be entitled to payment for time worked up to the time of dismissal.

12.2 Notice of termination by an Employee

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

If an Employee fails to give the notice specified above, the Company has the right to withhold monies due to the Employee to a maximum amount equal to the amount the Employee would have received under sub clause 12.1 (b)

12.3 Job search entitlement

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

13. ABANDONMENT

An Employee, other than an Employee who is on leave which is authorized by the Company under the provisions of this Agreement, will be taken to have abandoned their employment if they are absent from work for a period of more than three consecutive rostered shifts without approval. Abandonment in this manner constitutes termination of employment at the Initiative of the Employee.

14. REDUNDANCY

14.1 Definitions:

"Business" includes trade, process, business or occupation and includes part of any such business.

"Redundancy" occurs where the Company has made a definite decision that the Company no longer wishes the job the Employee has been doing to be done by anyone and that decision leads to the termination of employment of the Employee, except where this is due to the ordinary and customary turnover of labour.

"Week's pay" means the ordinary time rate of pay for the Employee concerned. This rate shall exclude:

- overtime;
- penalty rates;
- shift allowances;
- special rates;
- bonuses; and
- any other ancillary payments of a like nature.

14.2 Transfer to lower paid duties

Where an Employee is transferred to lower paid duties because of redundancy the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated, and the Company may, at the Company's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

14.3 Severance Pay

An Employee whose employment is terminated because of redundancy is entitled to the following amount of severance pay in respect of a period of Continuous Service:

Period of continuous service	Severance Pay
less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

14.4 Employee leaving during notice period

An Employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 8 - Notice of Termination. In this circumstance the Employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the Company until the expiry of the notice, but will not be entitled to payment in lieu of notice.

14.5 Alternative employment

An Employee is not entitled to severance pay if the Company obtains an offer of acceptable alternative employment for the Employee. "Acceptable alternative employment" means:

- employment with another company, on terms and conditions which are substantially similar and no less favorable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of the redundancy (taking into account the location of the new employment and the Employee's resultant travel time);
- employment with the Company, on terms and conditions which are substantially similar and no less favorable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of the redundancy (taking into account the location of the new employment and the Employee's resultant travel time), provided that the terms and conditions include recognition of Continuous Service for the Employee's entire period of service with the Company.
- an Employee is not entitled to severance pay if the Company obtains an offer of acceptable alternative employment for the Employee, but the Employee rejects the offer.

14.6 Job search entitlement

During the period of notice of termination given by the Company in accordance with sub clause 12.1 (b), an Employee shall be allowed up to one day's time off without loss of pay during each week of notice to seek other employment.

If the Employee has been allowed paid leave for more than one day during the notice period to seek other employment, the Employee shall, at the request of the Company, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

The job search entitlements under this subclause apply in lieu of the provisions of 12.3.

14.7 Employees exempted

This clause does not apply to:

- Employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- Probationary Employees;
- Apprentices;
- Trainees;
- Employees engaged for a specific period of time or for a specified task or tasks; or
- Casual Employees.

14.8 Transmission of business

The provisions of this clause are not applicable where a business is before or after the date of this Agreement, transmitted from an employer (in this subclause called the transmitter) to another employer (in this subclause called the transferee), in any of the following circumstances:

- Where the employee rejects an offer of employment with the transferee:
 - in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and

- which recognises the period of Continuous Service which the employee had with the transmitter and any prior transmitter to be Continuous Service of the employee with the transmittee.

PART 3 – THE WORK ENVIRONMENT

15. THE UNION

The Union and the Company have an excellent relationship, founded on principles of commitment to a quality security industry, co-operation and respect for freedom of association.

15.1 Giving Union delegates time to perform their role

The Company recognises the important role played by Union delegates at work, in ensuring clear lines of communication exist between the Company, and its Employees and the Union.

The Company will, where appropriate, provide Union delegates with time during paid work hours to perform this work.

The time spent on this work should not be excessive, and it should never interfere with the fulfilment of ordinary duties or contractual requirements.

15.2 Paid leave for Union delegates

The Company will grant requests for paid leave to Union members and delegates, which shall be known as "Union Leave", for purposes including, but not limited to:

- attending training and workshops of the Union;
- attending official meetings and information sessions of the Union;
- representing members in disputes;
- participating in Union structures, such as the Union's "Committee of Management" or similar; and
- participating in collective bargaining.

Union Leave will not be granted where the Company is unable to make adequate staffing arrangements during the period of leave or requests unreasonably interfere with the operational and contractual requirements of the business. The onus shall rest on the Company to demonstrate inability to grant leave for these reasons.

A reasonable limit will be placed on the Union Leave granted to each individual Union member or delegate within a calendar year.

15.3 Application

A request for Union Leave pursuant to this clause will be made by the Union to the relevant supervisor/manager at the Company, where possible, no less than two (2) weeks before the commencement of the leave period.

The Company may make reasonable requests for documentation from the Union confirming an Employee's attendance.

The Company will not be liable for any additional costs (other than payment of wages) to the Employee while the Employee is on leave, except for the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the Employee.

15.4 Disputes

Any disputes as to any aspect of the operation of this clause, shall be resolved in accordance with the Dispute Settling Procedure clause within this Agreement.

15.5 New Employee Inductions

When the Company holds an induction session or similar meeting for new Employees, the Company undertakes to invite a Union representative to attend the meeting and give a short presentation about the relationship between the Company and the Union.

The Company will give the Union Head Office a reasonable amount of notice prior to the meeting of its time and location, and the names of the people who will be present.

Where new-starter Inductions are held individually, the Company will advise the Union of the site they will be working at (this is to ensure the Union or the Union delegate has the opportunity of explaining the relationship between the Company and the Union to the new Employee).

16. UNION FEES

16.1 Payroll Deduction

The Company will provide a "Payroll Deduction Facility" for the payment of Employees' Union fee subscriptions.

16.2 Direct Debit Authority

Where the Company receives proper authorisation from an Employee that requests their bank details be provided to the Union, the Company will provide the Union with these details as soon as possible. The purpose of such a request would be to facilitate the payment of Union fees by direct debit from the Employee's bank account.

This clause is subject to compliance with any Privacy or other law that might apply to the Company from time to time.

16.3 Providing Union membership forms

All new Luggage Hall Employees will be provided with a Union membership form when they are employed by the Company (together with other information usually provided to new Employees in their new starter kit).

17. SETTLEMENT OF DISPUTES

17.1 If a dispute relates to:

- (a)** a matter arising under the Agreement; or
- (b)** the National Employment Standards; this clause sets out procedures to settle the dispute.

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

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

17.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.

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

- (a)** 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
- (b)** if the FWC is unable to resolve the dispute at the first stage, and the parties to the dispute agree, the FWC may then:

- (i)** arbitrate the dispute; and
- (ii)** make a determination that is binding on the parties.

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

A decision that the FWC 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.

17.7 Whilst the parties are trying to resolve the dispute using the procedures in this clause:

(a) an Employee must continue to perform his or her work as he or she would normally, or as directed by the Company, unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

(b) an Employee must comply with a direction given by the Company to perform other available work at the same workplace, or at another workplace, unless:

- (i)** the work is not safe; or
- (ii)** applicable occupational health and safety legislation would not permit the work to be performed; or
- (iii)** the work is not appropriate for the Employee to perform; or
- (iv)** there are other reasonable grounds for the Employee to refuse to comply with the direction.

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

18. ANTI-DISCRIMINATION, PREVENTION OF BULLYING AND HARASSMENT AND FITNESS FOR WORK

18.1 Anti-discrimination

- The Parties to this Agreement agree that it is their intention to achieve the principal object in section 351(1) of the Act, which is to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination at their enterprise based on race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin; and
- Any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this Agreement; and
- Nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provision in applicable Commonwealth, State or Territory legislation; and
- Nothing in these provisions prohibits any discriminatory conduct (or conduct having a discriminatory effect) that is based on the inherent requirements of a particular position.

18.2 The prevention of bullying and harassment

The Company shall at all times have in place a policy designed to provide Employees with a work environment that is free of bullying and harassment.

The Company shall ensure that a hard copy of its bullying and harassment policy is available at all permanent work sites of Employees covered by this Agreement.

To ensure that Employees covered by this Agreement are provided with a work environment that is free of bullying and harassment, the Company shall inform every Employee (whether covered by this Agreement or not) in writing, of the Company's zero tolerance to bullying and harassment, and of the existence of the Company's bullying and harassment policy, annually, at a date chosen by the Company each year.

18.3 Uniforms

The Company shall provide each Employee with a uniform allocation, in accordance with the Company's Uniform Policy, to all permanent Employees and will, at all times, remain the property of the Company. This package shall be provided annually, or on an as required basis.

Further items of uniform that may be appropriate to site requirements shall be provided by the Company to Employees from time to time. The Company will provide suitable wet weather clothing to individual Employees at posts where their duties may require such Employees to work in the rain.

The Company shall ensure that uniforms are gender appropriate.

Where practicable, the Company shall arrange for the delivery of uniforms to the Employee's work site, and for fittings to occur on site.

Part-time and casual Employees will be issued with articles of the uniform appropriate to the work being undertaken.

Articles of the uniform will be replaced by the Company having regard to fair wear and tear on a one for one basis.

Failure to return uniforms in a clean state on termination will result in a deduction of the reasonable cost of laundering the uniform to a maximum of \$50.00 from any termination payments due to the Employee. Failure of an Employee to return an item of supplied uniform will result in the cost of that item of uniform being deducted from their termination pay. However, the maximum that any Employee shall be liable for will be \$500.00.

In the event that loss, or damage caused by negligence or abuse by the Employee, occurs to such clothing, the clothing will be replaced by the Company, the cost of which will be recoverable from the Employee as direct re-imbursement or staggered over no more than four pay periods, the maximum amount that any Employee shall be liable for will be \$300.00.

This clause shall not operate contrary to sections 324 and 326 of the Act.

18.4 Meal Breaks

No deduction will be made in an Employee's time for a meal period of 30 minutes unless the Employee is permitted to leave the Company's premises for such a meal.

If an Employee is interrupted during a meal break their break will resume immediately after such an interruption.

The Company will not employ any Employee, nor will an Employee work, for more than five hours continuously without an interval for a meal.

18.5 Training or meeting attendance

An Employee may be required to attend training or meeting as requested by the Company. Where such attendance is compulsory, the Employee will be paid at their ordinary hourly rate of pay for the time spent in the required training. If the Employee would have received penalty rates for the time for which they were attending the training or meeting, the Employee will be paid these applicable penalty rates. However, there will be no overtime payable for attendance at training and/or meetings.

All training to be performed, whether in respect to a skill competency or otherwise required by the Company shall be conducted during paid time or if outside paid time, the Employee will be paid as per the above sub clause. There will be no cost to the Employee involved.

Where such training or meetings are conducted outside of rostered hours, the Company will ensure compliance with occupational health and safety and will consider fatigue management, the Employee's roster cycle and hours worked by the Employee.

PART 4 - PAY AND CLASSIFICATION STRUCTURE

19. WAGES

- During the life of this Agreement, wages rates and allowances shall be increased as follows:
 - Increase of 2% from 27 July 2017.
 - from the first full pay period on or after 1 July 2018 by 2%;
 - from the first full pay period on or after 1 July 2019 by 2%.
- Schedule A and Schedule B outline the rates of pay and allowances applicable over the life of this Agreement.

20. ALLOWANCES

20.1 Occupational First Aid Allowance

- A first aid allowance shall be paid to an Employee who is required by the Company, as a condition of their employment, to act as a First Aid Attendant on the following basis:
 - If the Employee is required by the Company to hold a Level 2 First Aid Certificate of the St. John Ambulance Society or equivalent, then they will be entitled to a payment in accordance with Schedule B (to a maximum specified in Schedule B);
 - If the Employee is required by the Company to hold a Level 3 First Aid Certificate of the St. John Ambulance Society or equivalent, then they will be entitled to a payment in accordance with Schedule B (to a maximum specified in Schedule B); and
 - If the Employee is required by the Company to carry out more specialised first aid than is incorporated in either a Level 2 or Level 3 First Aid Certificate of the St. John Ambulance Society or equivalent (whether or not the Employee is also required to hold one or other of the said Certificates), then they will be entitled to a payment in accordance with Schedule B (to a maximum specified in Schedule B).
 - This allowance shall be paid for periods of paid leave or public holidays not worked, but shall not be added to the base rates of pay for the purpose of calculating loadings and/or penalty rates under this Agreement.

20.2 Relieving officer allowance

- Where the Company and Employee agree, a weekly Employee may be appointed as a Relieving officer. A Relieving officer will be paid an allowance in accordance with Schedule B for all purposes of the Agreement.
- This allowance is not in substitution for any shift or weekend penalties earned for working ordinary hours, nor is it in substitution for any overtime payments.
- A Relieving officer is engaged for the purpose of relieving at short notice any other Rail Operator and for whom a display of roster is not required; 24 hours' notice of shift will be given where possible.

20.3 Senior Leading hand

Where the Company appoints a Leading Station Assistant (LSA) as a Senior Leading Hand the following extra rates will apply:

- The Senior Leading Hand in charge of not less than three, and not more than ten Employees an allowance in accordance with Schedule B;
- more than ten Employees and not more than twenty Employees an allowance in accordance with Schedule B;
- more than twenty Employees an allowance in accordance with Schedule B.

The Senior Leading Assistant will be entitled to the senior guard allowance in accordance with Schedule B.

20.4 Split Shifts Allowance

An Employee attending to work shifts in two periods of duty, exclusive of meal breaks, on any day, will be paid an additional allowance in accordance with Schedule B (with a maximum payment as specified in Schedule B).

20.5 Meal allowance

Where an Employee is required by the Company to work more than two hours into the next shift the Employee will be paid a meal allowance in accordance with Schedule B and a further allowance as specified in Schedule B after each subsequent four hours' overtime provided that the Employee was not notified on the previous day that he/she would be required to work.

This clause will apply where the Company provides a meal.

20.6 Laundry allowance

Employees shall be paid a laundry allowance as specified in Schedule B.

20.7 Shift work allowances

For the purpose of this clause:

- "Afternoon Shift" means any shift finishing after 6.30 p.m.
- "Night Shift" means any shift finishing after midnight and at or before 8.00 a.m.
- "Early Morning Shift" means any shift commencing before 6.30 a.m.
- "Permanent Night Shift" is a night shift which does not rotate or alternate with another shift or with day work so as to give the Employee at least 1/3 of working time off night shift in each shift cycle.

An Employee will be paid in addition to the base rates prescribed in Schedule B (as appropriate) as follows:

- From midnight Sunday to midnight Friday inclusive but excluding work performed on a public holiday as prescribed in clause 26 - Public holidays:
- for any Afternoon Shift, Night Shift or Early Morning Shift as defined above, 20% of the appropriate base rate for each ordinary hour worked;
- an Employee other than a casual working a Permanent Night Shift as defined above, 30% of the appropriate base rate for each ordinary hour worked.

21. PAYMENT OF WAGES

Payment of wages will be made by cheque or Electronic Funds Transfer, either weekly or fortnightly. These payments will be made no later than Thursday in the pay week. Where a public holiday falls in that week, payment will be made by Friday. Where a public holiday falls on a Friday, payment will be made no later than in the next normal pay cycle.

Wages will be paid on the following basis:

- standard pay for hours worked;
- average pay when the Company elects to do so.

21.1 Absences from duty under an averaging system

Where an Employee's ordinary hours in a week are greater or less than 38 hours and the Employee's pay is averaged to avoid fluctuating wage payments, the following will apply:

- The Employee will accrue a credit for each day the Employee works ordinary hours in excess of the daily average.
- The Employee will accrue a credit for each day of absence from duty other than on annual leave, long

service leave, public holidays, paid sick leave, workers compensation, paid bereavement leave, paid carer's leave, jury service leave or other paid leave.

- An Employee absent for part of a day, other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, paid bereavement leave, paid carer's leave, jury service leave, or other paid leave, will accrue a proportion of the credit for the day, based upon the proportion of the working day that the Employee was in attendance.

22. OVERTIME

22.1 Voluntary Overtime

Voluntary overtime shall be paid at the casual rates of pay specified in the tables in Schedule A ("casual rates") and any shift, weekend or public holiday penalty that may be applicable.

"Voluntary overtime" means work performed on a voluntary basis outside the ordinary hours of work. After having requested to work voluntary overtime, by using the voluntary overtime "opt in" scheme, a security officer has the right to refuse an offer to work voluntary overtime in any circumstances. If a security officer is compelled to work extra hours, all such hours shall be paid at the "ordinary overtime rates" specified below.

22.2 The voluntary overtime "opt in" scheme

The voluntary overtime "opt in scheme", is a system to allow security officers to request to work voluntary overtime shifts, and for the Company to more effectively plan ahead to cover additional hours.

At the commencement of their employment with the Company (or in the case of existing Employees, at the commencement of the operation of this Agreement), the Company shall make available a mechanism by which security officers may indicate their availability for voluntary overtime shifts ("the voluntary overtime list").

A security officer who indicates their availability to work voluntary overtime may be offered voluntary overtime, and may agree or refuse to work such overtime.

The Company shall make available a mechanism by which security officers may indicate their unavailability for voluntary overtime shifts. If a security officer uses this mechanism to indicate their unavailability for voluntary overtime (either permanently, or for a defined period) then that officer will be deemed not be on the voluntary overtime list for the duration of the period they have indicated they are unavailable.

A security officer who works overtime but whose name does not appear on the voluntary overtime list shall be paid ordinary overtime rates for all overtime worked during that period.

The maximum amount of overtime paid at the Voluntary Additional Hours rate for full time Employees will be an average of 10 hours per week, averaged over 2 pay periods.

The number of voluntary additional hours which may be worked by a part time Employee will be a pro rata amount of the voluntary additional hours which may be worked by a full time Employee (i.e. 10 hours). Any agreed variation to the ordinary hours of a part time Employee will be in writing.

The maximum amount of overtime paid at Voluntary Additional Hours for casual Employees when worked between Monday and Friday will be five hours per week averaged over 2 pay periods. The Voluntary

Additional Hours here referred to are hours in excess of an average of 38 hours per week over 2 pay periods.

22.3 Ordinary overtime

Ordinary overtime means any overtime that is not voluntary overtime.

Ordinary overtime shall be paid at the following rates:

- Monday to Friday, at the rate of time and a half of the "Monday to Friday Rate" referred to in Schedule A (as appropriate) of this Agreement for the first two hours and double time thereafter.
- Saturday, at the rate of double the "Monday to Friday Rate" referred to in Schedule A (as appropriate) of this Agreement for the first two hours worked, and double time and a half thereafter.
- Sunday, at the rate of double time and a half of the "Monday to Friday Rate" referred to in Schedule A (as appropriate) of this Agreement for the first two hours worked and triple time thereafter.

23. MINIMUM BREAKS BETWEEN SHIFTS

Where overtime or additional periods of duty are required to be worked they will be arranged to enable day workers to have a break of at least ten hours between the finishing time of one period of duty and the commencing time of the next period of duty. Shift workers will be entitled to have a break of at least 8 hours between the finishing time of one period of duty and the commencing time of the next period of duty.

24. WEEKEND WORK

For the purposes of this clause, time will mean the base hourly rate as provided for in clause Schedule B (as appropriate).

For any ordinary hours worked on a weekend the following rates will apply:

- Time and a half for all hours worked between midnight Friday and midnight Saturday: and
- Double time for all hours worked between midnight Saturday and midnight Sunday.

25. MINIMUM PAYMENT

An Employee called up for duty will be paid a minimum payment of four hours at the appropriate rate.

PART 5 - LEAVE AND PUBLIC HOLIDAYS

26. PUBLIC HOLIDAYS

Employees (other than casual Employees) will be entitled to the following holidays without deduction of pay:

- New Year's Day
- Good Friday
- Easter Saturday
- Easter Sunday
- Easter Monday
- Christmas Day

- Boxing Day
- Australia Day
- Anzac Day
- Queen's Birthday
- Eight Hours' Day or Labour Day
- Melbourne Cup Day or another day to be specified in non-metropolitan areas.

Where in a locality, public holidays are declared or prescribed on days other than those set out in this clause, those days will constitute additional holidays for the purpose of this agreement.

26.1 Payment for work on a public holiday

In lieu of the special rates specified in the Overtime and Weekend Work clauses as mentioned above:

- double time and a half will be the special rate for all work performed by a weekly Employee on any of the above mentioned public holidays.
- double time and a half for the first ten hours and triple time thereafter for all work performed by a casual Employee on any of the above mentioned public holidays.

An Employee (other than a casual) will be entitled to be paid only for the number of hours that would have ordinarily been worked on any such day had it not been one of the prescribed holidays.

Any employee absent from work on any portion of the working day preceding or any portion of the working day succeeding a holiday provided without permission from the company or without having reasonable cause for having been absent from work, will not be entitled to payment for such holiday.

26.2 Paid non-worked public holidays for shift workers

Up until the nominal expiry date of this Agreement, a seven-day shift worker (being a shift worker rostered to work regularly on Sundays and holidays or rostered to work regularly on seven days per week) whose rostered day falls off on a holiday provided in clause 26.1, and who is not required to work, will receive 7.6 hours at ordinary pay. A part time employee will only be entitled to be paid for the number of hours that would have ordinarily been worked.

27. ANNUAL LEAVE

For the purposes of this clause, "ordinary pay" in relation to any Employee means remuneration for the Employee's normal weekly number of hours of work calculated at the ordinary time rate of pay and in addition will include –

- over-Agreement payments for ordinary hours of work;
- shift work premiums, according to roster or projected roster;
- Saturday and Sunday premiums, according to roster or projected roster;
- leading-hand allowances;
- first aid allowances.

For the purposes of this clause "week" in relation to any Employee means the Employee's ordinary working week.

For the purposes of this clause "Employee" means any person employed by the Company to do any work for hire or reward.

For the purposes of the definition of the term “ordinary pay” as stipulated in the above paragraph:

- where no ordinary time rate of pay is fixed for an Employee's work under the terms of employment the ordinary time rate of pay will be deemed to be the average weekly rate earned during the period in respect of which the right to the annual leave accrues;
- where no normal weekly number of hours is fixed for an Employee under the terms of employment, the normal weekly number of hours of work will be deemed to be the average weekly number of hours worked during the period in respect of which the right to the annual leave accrues.

27.1 Period of annual leave

For each year of service with the Company, an Employee is entitled to:

- 4 weeks of paid annual leave; or
- for shift work Employees who are rostered to work regularly on Sundays and holidays or Employees who are rostered to work regularly on seven days per week, 5 weeks of paid annual leave.

An Employee's entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work.

27.2 Payment for annual leave

(a) If an Employee takes a period of paid annual leave, the Company must pay the Employee their ordinary pay for the period.

(b) If, when the employment of an Employee ends, the Employee has a period of untaken paid annual leave, the Company must pay the Employee the amount that would have been payable to the Employee if the Employee had taken that period of annual leave.

27.3 Loading on annual leave

During a period of annual leave Employees will receive a loading of 17.5% calculated on the base rate applicable to them as prescribed by Schedule A.

Where the Employee would have received shift loadings prescribed by sub clause 20.7 (Shift Work Allowances) had the Employee not been on leave during the relevant period and the loadings would have entitled them to a greater amount than the loading of 17.5%, then the shift loadings will be added to the rate applicable to them as prescribed by Schedule A in lieu of the 17.5% loading.

27.4 Taking Paid Annual Leave

Paid annual leave may be taken for a period agreed between an Employee and the Company.

An Employee may request to take annual leave at any time, and the Company shall grant the request, unless the Company provides the Employee with a reasonable basis for refusal, which may include a situation where the leave would be unsuitable due to operational reasons.

27.5 Public holidays falling within annual leave

If the period during which an Employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid annual leave on that public holiday.

If the period during which an Employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave), the Employee is taken not to be on paid annual leave for the period of that other leave or absence.

27.6 Leave allowed before due date

If the Employee and the Company so agree, the annual leave may be taken wholly or partly in advance before the Employee has become entitled to the annual leave.

Where annual leave is taken in advance of the entitlement accruing, leave subsequently accrued will be offset against the period of annual leave allowed in advance.

Where the annual leave has been taken in advance in accordance with this sub-clause and the employment of the Employee is terminated before the advance has been acquitted the Company will not be liable to make any payment to the Employee under clause 27.2 (b) of this clause but will be entitled to deduct the amount of such excess from any remuneration payable to the Employee upon the termination of the employment.

27.7 Annual leave cash out

An Employee may elect, subject to the approval of the Company, to forego part of his or her annual leave and cash it out. This election can only occur on the following basis:

- In any twelve-month period, an Employee may not forgo more than the equivalent of 2 weeks' annual leave.
- An Employee may not cash out annual leave if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- Each cashing out of an amount of paid annual leave must be by a separate agreement in writing between the Employee and the Company.
- 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 foregone.

28. PARENTAL LEAVE

Employees under this Agreement shall be entitled to Parental leave and related entitlements in accordance with Division 5 of the National Employment Standards.

29. PERSONAL/CARER'S LEAVE

29.1 Amount of paid personal/carer's leave

For each year of service with the Company, a permanent Employee is entitled to 10 days of paid personal/carer's leave.

An Employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work.

29.2 Taking paid personal / carer's leave

An Employee may take paid personal/carer's leave if the leave is taken:

- because the Employee is unfit for work because of a personal illness, or personal injury, affecting the Employee; or
- 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:
 - a personal illness, or personal injury, affecting the member; or
 - an unexpected emergency affecting the member.

The following are members of an Employee's immediate family:

- a spouse, defacto partner, child, parent, grandparent, grandchild or sibling of the Employee; and
- a child, parent, grandparent, grandchild or sibling of a spouse or defacto partner of the Employee.

29.3 Employee taken not to be on paid personal/carer's leave on public holiday

If the period during which an Employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid personal/carer's leave on that public holiday.

29.4 Payment for paid personal/carer's leave

If an Employee takes a period of paid personal/carer's leave, the Company must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.

29.5 Entitlement to unpaid carer's leave

An Employee (including a casual Employee) is entitled to 2 days of unpaid carer's leave for each occasion when a member of the Employee's immediate family, or a member of the Employee's household, requires care or support because of:

- a personal illness, or personal injury, affecting the member; or
- an unexpected emergency affecting the member.

29.6 Taking unpaid carer's leave

An Employee may take unpaid carer's leave for:

- a single continuous period of up to 2 days; or
- any separate periods to which the Employee and the Company agree.

An Employee cannot take unpaid carer's leave during a particular period if the Employee could instead take paid personal/carer's leave.

29.7 Notice requirements

An Employee must give the Company notice of the taking of leave. The notice:

- must be given to the Company as soon as is reasonably practicable (which may be a time after the leave has started); and
- must advise the Company of the period, or expected period, of the leave.

29.8 Evidence requirements - when is a medical certificate or a statutory declaration required

An Employee taking paid or unpaid personal/carer's leave will need to provide the necessary documentation as stipulated below. The Company will allow Employees:

- 3 non-consecutive days of sick/personal leave to be taken in a Financial Year, without the need for any documentation to be provided;
- On 2 other non-consecutive days, an Employee may provide a Statutory Declaration as evidence for the Personal / Sick Leave;
- On all other days of Personal / Sick Leave a medical certificate must be provided.

29.9 Personal Leave Bonus

During a calendar year, employees will be paid a personal leave bonus as per the conditions set out in the below table:

Employees who do not use any personal leave	\$200.00
Employees who only use 1 day personal leave	\$100.00
Employees who only use 2 day's personal leave	\$50.00

30. DOMESTIC VIOLENCE LEAVE

Full time and part time Employees are able to access their personal leave accruals in the event that they are either experiencing domestic violence or are required to be the carer for someone who is victim of domestic violence.

Employees are required to produce suitable evidence such as documents issued by the Police, a Court, a Medical Practitioner, a Domestic Violence Support Service, a Lawyer or a Counselling Professional to support their absence from the workplace and access their entitlement to Domestic Violence leave.

31. COMPASSIONATE LEAVE

An Employee is entitled to 2 days of compassionate leave for each occasion (a permissible occasion) when a member of the Employee's immediate family, or a member of the Employee's household:

- contracts or develops a personal 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.

31.1 Taking compassionate leave

An Employee may take compassionate leave for a permissible occasion if the leave is taken:

- for the purpose of spending time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury; or
- after the death of the member of the Employee's immediate family or household.

An Employee may take compassionate leave for a permissible occasion as:

- a single continuous period of 2 days; or
- 2 separate periods of 1 day each; or
- any separate periods to which the Employee and the Company agree.

If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

31.2 Payment for compassionate leave (other than for casual Employees)

If an Employee, other than a casual Employee, takes a period of compassionate leave, the Company must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.

31.3 Evidence requirements

The Company may require an Employee to provide evidence that would satisfy a reasonable person that leave taken under this clause is taken for a permissible occasion.

PART 6 - OTHER ENTITLEMENTS

32. SUPERANNUATION

The Company will comply with the requirements prescribed by the Superannuation Guarantee (Administration) Act 1992 ("the SG Act").

"The fund" shall mean Australian Super, except in relation to Employees of the Company who at the time this Agreement commences operation, have existing arrangements that superannuation contributions are made into another complying superannuation fund nominated by the Employee.

32.1 Contributions

The Company shall make superannuation contributions into the fund on behalf of each Employee at the rate prescribed from time to time under the SG Act, based on ordinary time earnings and in accordance with the provisions of this Agreement.

Contributions shall be made to the fund on a monthly basis.

Contributions shall continue to be made during periods of paid leave as per the SG Act.

Contributions shall continue to be made during periods when the Employee is entitled to receive weekly payments under the Accident Compensation Act 1985 (Victoria) ("the Accident Compensation Act") the rate specified in sub clause 33.1 of this Agreement on the amount of weekly payments under the Accident Compensation Act.

The Company shall not be required to make contributions in respect of unused leave paid out on termination of employment.

33. ACCIDENT MAKE-UP PAY

The provisions of this clause will apply to full-time and part-time Employees only.

33.1 Entitlement to accident make-up pay

Where an Employee becomes entitled to weekly compensation payments under the Accident Compensation Act, the Company will pay to the Employee an amount equivalent to the difference between;

- the level of weekly compensation and any weekly wages earned or able to be earned if partially incapacitated; and
- the amount that would have been payable under this Agreement for the classification of work if the Employee had been performing their normal duties, provided that the rate will exclude additional remuneration by way of attendance bonus payments, shift premiums, overtime payments, special rates, fares and travelling allowance or other similar payments.

Accident make-up pay will not apply;

- for any injury during the first five working days of incapacity.
- to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks.

Entitlement to accident make-up pay continues (subject to sub clause 33.2) on termination of an Employee's employment where such termination;

- is by the Company other than for reasons of the Employee's serious and/or willful misconduct; or
- arises from a declaration of liquidation of the Company, in which case the Employee's entitlement in the absence of agreement will be resolved in accordance with the Settlement of Disputes clause.

Industrial disease contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration will not be subject to the accident make-up pay unless the Employee has been employed with the Company at the time of the incapacity for a minimum period of one month.

33.2 Maximum period of payment

The maximum period or aggregate period of accident make-up pay to be made by the Company will be a total of 39 weeks for any one injury.

33.3 Variation in compensation rates

Any changes in compensation rates under the Accident Compensation Act will not increase the amount of accident make-up pay above the amount that would have been payable had the rates of compensation remained unchanged.

33.4 Medical examination

In order to receive entitlement to accident make-up pay, an Employee will conform to the requirements of the Accident Compensation Act as to medical examinations.

Where, in accordance with the Accident Compensation Act a medical referee gives a certificate as to the condition of the Employee and fitness for work or specifies work for which the Employee is fit and such work is made available by the Company and refused by the Employee or the Employee fails to commence the work, accident make-up pay will cease from the date of such refusal or failure to commence the work.

The Company and Employees will positively support measures which may be implemented occasionally in the industry covered by this Agreement for the adoption and maintenance of safe working practices and conditions; and that they will cooperate in programs designed to provide for early and effective rehabilitation of injured Employees.

All rights to accident make-up pay cease on the death of an Employee.

34. LONG SERVICE LEAVE

Employees under this Agreement shall be entitled to Long Service Leave in accordance with the *Long Service Leave Act 1992* (Vic) and the provisions of this Agreement.

SCHEDULE B – CLASSIFICATION STRUCTURE AND WAGES

Level 3 - Leading Station Assistant (LSA)

Effective 27 July 2017 (2% Increase)						
	Mon – Fri	Mon – Fri Shift	Saturday	Sunday	Public Hols	Public Hols (> 10 hrs) *
LEVEL 3	\$21.96	\$26.35	\$32.94	\$43.92	\$54.90	\$54.90
VOT	\$27.45	\$32.94	\$41.18	\$54.90	\$68.63	\$82.35
CASUAL	\$27.45	\$32.94	\$41.18	\$54.90	\$68.63	\$82.35



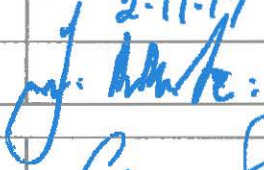

01/07/2018 (2% Increase)						
	Mon – Fri	Mon – Fri Shift	Saturday	Sunday	Public Hols	Public Hols (> 10 hrs) *
LEVEL 3	\$22.40	\$26.88	\$33.60	\$44.80	\$56.00	\$56.00
VOT	\$28.00	\$33.60	\$42.00	\$56.00	\$70.00	\$84.00
CASUAL	\$28.00	\$33.60	\$42.00	\$56.00	\$70.00	\$84.00

01/07/2019 (2% Increase)						
	Mon – Fri	Mon – Fri Shift	Saturday	Sunday	Public Hols	Public Hols (> 10 hrs) *
LEVEL 3	\$22.85	\$27.42	\$34.28	\$45.70	\$57.12	\$57.13
VOT	\$28.56	\$34.27	\$42.84	\$57.12	\$71.40	\$85.68
CASUAL	\$28.56	\$34.27	\$42.84	\$57.12	\$71.40	\$85.68

SCHEDULE B - ALLOWANCES

Allowance Type	Regularity	First full pay period after FWC Approval	Jul-18	Jul-19
Occupational First Aid				
Level 1	Per shift	\$3.30	\$3.37	\$3.44
	Per week	\$16.34	\$16.66	\$17.00
Level 2	Per shift	\$4.32	\$4.40	\$4.50
	Per week	\$21.37	\$21.80	\$22.24
Level 3	Per shift	\$5.81	\$5.93	\$6.05
	Per week	\$28.74	\$29.31	\$29.90
Relieving Officer				
		\$35.86	\$36.58	\$37.31
Leading Hand				
In-charge of	3 - < 10	\$34.00	\$34.68	\$35.38
	> 10 - < 20	\$51.75	\$52.79	\$53.85
	> 20	\$66.08	\$67.4	\$68.74
Split Shifts				
	Per Day	\$3.83	\$3.91	\$3.99
	Per week	\$19.40	\$19.79	\$20.19
Meal				
	More than 2 Hours	\$16.08	\$16.40	\$16.73
	Subsequent 4 hours	\$11.75	\$11.99	\$12.23
Laundry				
	Per Shift	\$0.59	\$0.60	\$0.61

SIGNATURE PAGE

Signed on behalf of the Company	
Name	GREG WATSON
Title	GENERAL MANAGER - REGIONAL OPERATIONS
Address	6 ENGLISH ST, ESSENDON FIELDS
Date	5/11/17
Signature	
Before me:	
Witness Name	NICKI CHARALAMBOS
Witness Title	SENIOR HR ADVISOR
Address	3, 6 English Street, Essendon Fields VIC
Date	06/11/17
Witness Signature	
Signed for and on behalf of the Employees covered by this Agreement	
Name	JEAN-MARC DENROCHE-SARVESTRE :
Title	LUGAGE MAN [SUPERVISOR]
Address	7 LLENELLYN CRT CARBOURNE NORTH 3977
Date	2-11-17
Signature	
Before me:	
Witness Name	George Rowlin
Witness Title	Security Manager
Address	171 Dore Rd Bakers
Date	02/11/17
Witness Signature	

Commissioner McKinnon
Fair Work Commission
11 Exhibition St
Melbourne VIC 3001

19^h April 2018

Dear Commissioner,

RE: FWC Matter No.: AG2017/5342

We refer to recent correspondence relating to clause 22 (Voluntary Overtime) and submit the following undertaking to the Enterprise Agreement.

Undertaking

Wilson Security will not rely on clause 22 (Voluntary Overtime) in the **Wilson Security (Luggage Hall Operators VIC) Enterprise Agreement 2017**.

Yours sincerely



Alicia Cirillo
National HR Manager
Wilson Security