**WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION**

Application No. AG 13 OF 2020

**APPLICATION FOR A NEW AGREEMENT TITLED**

**“LABOURPLUS SECURITY AND UNITED VOICE (WA) UNION LABOUR HIRE AGREEMENT 2020”**

NOTICE is given that an application has been made to the Commission by the *The Partnership Of The Trustee Of The Labourplus Security Trust And The Trustee Of The Labourplus Facilities Trust And United Voice (WA)* under the *Industrial Relations Act 1979* for the registration of the above Agreement.

As far as relevant, those parts of the proposed Agreement which relate to area of operation and scope are published hereunder.

**1. TITLE**

This Agreement is the Labourplus Security and United Voice (WA) Union Labour Hire Agreement 2020.

It is estimated that this agreement will cover approximately 3000 workers upon registration.

…

**3. DEFINITIONS**

 **“Award”** means the Security Officers’ Award (WA).

 …

**“Security Officer/Crowd Controller Level 1”** means an Employee whose principal duties include the control of movement of persons, vehicles, goods and/or property coming out of or going into or on premises or property, including vehicles carrying goods of any description, the deterring of unlawful or anti-social behaviour, the providing of checks on the security of premises and/or property, the guarding of valuables or persons in situ or in transit and such incidental duties as may be required.

**“Security Officer/Crowd Controller Level 2”** means an Employee who in addition to carrying out the principal and incidental duties of a Security Officer/ Crowd Controllers Level 1, may be involved in controlling or supervising the activities of such Employees and the behaviour of persons on, inside or outside the premises where the Employee is working.

**“Security Officer/Crowd Controller Level 3”** means an Employee who in addition to carrying out the principal and incidental duties of a Security Officer/Crowd Controller Level 2, may be involved in monitoring and operating systems that require data input from the Security Officer/Crowd Controller Level 3.

**“Security Officer/Crowd Controller Level 4”** means an Employee who in addition to carrying out the principal and incidental duties of a Security Officer/Crowd Controller Level 3, may be involved monitoring and reacting to instruments related to electronic surveillance, keyboard operations relating to management and security systems and activities related to verbal communications systems.

…

**5. PARTIES TO THE AGREEMENT**

The Agreement is binding upon:

1. the Employer;
2. the United Voice (WA); and

(c) the Employees of the Employer who are engaged in the callings listed in clause 9 Minimum Wages and Superannuation

**6. RELATIONSHIP TO AWARDS**

6.1 This Agreement is comprehensive and applies to the exclusion of the Award.

…

**9. MINIMUM WAGES & SUPERANNUATION**

9.1 The minimum hourly rates of pay at the commencement of this Agreement shall be as follows:

|  |  |  |
| --- | --- | --- |
| Weekly Hire | Ordinary Hours1 | Public Holidays |
|  |  |  |
| Security Officer/Crowd Controller |  |  |
|  |  |  |
| Level 1 | $22.85 | $34.28 |
| Level 2 | $23.33 | $35 .00 |
| Level 3 | $23.35 | $35.03 |
| Level 4 | $23.67 | $35.50 |
|  |  |  |

|  |  |  |
| --- | --- | --- |
| Daily Hire | Ordinary Hours | Public Holidays |
|  |  |  |
| Security Officer/Crowd Controller |  |  |
|  |  |  |
| Level 1 | $27.01 | $40.52 |
| Level 2  | $27.57 | $41.36 |
| Level 3  | $27.95 | $41.93 |
| Level 4  | $28.34 | $42 .51 |

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' Ordinary hours of pay for Weekly Hire Employees has been calculated on the basis of 35 ordinary hours per week as against the 38 ordinary hours in the Award on which the wage rate was set .

9.2 The minimum hourly rates of pay in this Agreement shall be increased by 3 percent or such higher percentage as determined by the WA Industrial Relations Commission each year for the term of the Agreement after 2020.

9.3 Work which is not ordinary hour work, that is excluding additional hours and further additional hours in accordance with clause 17, will be paid at time and a half of the relevant rate set out above.

9.4 All Weekly Hire and Daily Hire Employees shall, on engagement, receive a letter of appointment detailing:

1. the agreed period of the arrangement;
2. ordinary span of hours and days to be worked, including starting and finishing times;
3. the minimum hours to be worked in a four week period;
4. rates of pay and terms and conditions.

9.5 Junior Employees shall be paid not less the minimum adult rate of pay.

9.6 Wages shall be paid fortnightly into the Employee's nominated bank account.

9.7 The Employer shall make superannuation contributions in accordance with the Superannuation Guarantee legislation in respect of all Employee ordinary time earnings to the Employee's nominated complying superannuation fund. If no fund is nominated by the Employee, the default fund shall be Hostplus.

9.8 The Employer shall be entitled at any time to apply any of the monies paid to an Employee, or on an Employee's behalf, in satisfaction of any monetary obligation the Employer has to the Employee arising out of the Award or law relevant to the employment.

A copy of the proposed Agreement may be inspected at my office by appointment at 111 St. Georges Terrace, Perth.

S. BASTIAN

REGISTRAR

25 June 2020