



**ISS
AND
UNITED WORKERS UNION
MELBOURNE AIRPORT
AGREEMENT 2024**

INDEX

PART 1	APPLICATION AND OPERATION	
1.	Title and Commencement	4
2.	Definitions	4
3.	The NES and this Agreement	4
4.	Coverage	4
5.	Individual Flexibility Arrangement	4
6.	Requests for Flexible Working Arrangements	5
7.	Respect and Recognition for Service	6
PART 2	TYPES OF EMPLOYMENT AND CLASSIFICATIONS	
8.	Types of Employment	7
9.	Full time Employees	7
10.	Part time Employees	7
11.	Casual Employees	8
12.	Classifications	8
13.	Work Practices	9
PART 3	HOURS OF WORK	
14.	Hours of Work	11
15.	Stand Down	13
PART 4	WAGES AND RELATED MATTERS	
16.	Wage Rates and Related Matters	14
17.	Overtime	15
18.	Payment of Wages	16
19.	Allowances	16
20.	Reimbursement of Expenses	16
21.	Superannuation	16
22.	Income Protection Insurance and Salary Packaging	17
23.	Accident Make-up Pay	17
24.	Notice of Termination	18
25.	Redundancy	20
PART 5	LEAVE AND PUBLIC HOLIDAYS	
26.	Annual Leave	24
27.	Personal/Carer's Leave	26
28.	Compassionate Leave and Ceremonial Leave	29
29.	Family and Domestic Violence Leave	30
30.	Community Service Leave	30
31.	Portable Long Service Leave	30
32.	Pandemic Leave	30
33.	Public Holidays	31
PART 6	HEALTH & SAFETY, TRAINING AND OTHER MATTERS	
34.	Health and Safety	33
35.	Disciplinary Process	34
36.	Training	36
37.	Car Parking	37
38.	Vaccinations	37
39.	Uniforms	38
40.	Employment Opportunities	38
41.	Union Recognition	38
42.	Dispute Resolution	38

43.	Consultation	40
44.	Signatories	42
SCHEDULE 1	CLASSIFICATION DESCRIPTIONS	43
SCHEDULE 2	RATES OF PAY AND ALLOWANCES	45
SCHEDULE 3	MAP OF MELBOURNE AIRPORT	46
SCHEDULE 4	WORKPLACE DELEGATES RIGHTS	47

PART 1: APPLICATION AND OPERATION

1. TITLE AND COMMENCEMENT

- 1.1. This is the ISS and United Workers Union Melbourne Airport Agreement 2024.
- 1.2. This Agreement commences 7 days after it is approved by the FWC and has a nominal expiry of 30 July 2028.

2. DEFINITIONS

"**Act**" means the *Fair Work Act 2009 (Cth)*.

"**Agreement**" means the ISS and United Workers Union Melbourne Airport Agreement 2024.

"**Award**" means the Security Services Industry Award 2020 or its successor.

"**FWC**" means the Fair Work Commission.

"**ISS**" means ISS Security Pty Ltd (ABN 14 001 375 186).

"**Melbourne Airport**" means the area shown within the APAM Boundary in Schedule 3.

"**NES**" means the National Employment Standards as contained in sections 59 to 131 of the Fair Work Act 2009 (Cth).

"**Parties**" means the parties covered by this Agreement in clause 4.

"**Union**" means the United Workers Union.

3. THE NES AND THIS AGREEMENT

This Agreement and the NES contain the minimum conditions of employment for employees covered by this Agreement. This Agreement will be read and interpreted in conjunction with the NES. Where there is inconsistency between this Agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency. ISS must ensure that copies of this Agreement and of the NES are available to all employees to whom they apply, either on a notice board conveniently located at or near the workplace or through accessible electronic means.

4. COVERAGE

This Agreement covers, to the exclusion of all other industrial instruments, employees of ISS Security Pty Ltd engaged in the classifications described in Schedule 1 of this Agreement in the provision of security services for Australia Pacific Airports (Melbourne) Pty Ltd or an airline at Melbourne Airport. This Agreement also covers the Union, where it has been included in the approval decision of the FWC.

5. INDIVIDUAL FLEXIBILITY ARRANGEMENT

- 5.1. ISS and an employee may agree to vary the effect of the following terms of this Agreement by a written individual flexibility arrangement ("IFA") in order to meet the genuine needs of the employee and ISS. The terms of this Agreement that ISS and Employee may agree to vary the application of are those concerning:

- 5.1.1. when work is performed;
 - 5.1.2. overtime rates;
 - 5.1.3. penalty rates; and
 - 5.1.4. allowances.
- 5.2. The IFA is subject to the following conditions:
- 5.2.1. An IFA must be genuinely agreed to by ISS and the employee.
 - 5.2.2. An IFA must be confined to the application of one or more terms listed in clause 5.1.
 - 5.2.3. An IFA must result in the Employee being better off overall than the Employee was under the terms of the Agreement.
 - 5.2.4. An IFA must be recorded in writing and signed and dated by ISS and the Employee (and where the Employee is less than 18 years old by their parent or guardian), with a copy provided to the Employee and maintained as a time and wages record. The IFA will also outline:
 - (a) which term or terms of this Agreement are varied;
 - (b) how the effect of the term or terms are varied, and
 - (c) what the outcome is intended to be and how the IFA results in an individual Employee being better off in relation to the individual Employee's terms and conditions of employment.
- 5.3. An IFA may be terminated:
- 5.3.1. by either the Employee or ISS giving written notice of not less than 28 days; or
 - 5.3.2. by the written consent of the Employee (and where the Employee is less than 18 years old by their parent or guardian) and ISS at any time.

6. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

- 6.1. Employees with at least 12 months continuous service may request a change in working arrangements if the circumstances in section 65(1A) of the Act apply to them.
- 6.2. Before responding to a request made under this clause or section 65, ISS must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:
 - 6.2.1. the needs of the employee arising from their circumstances;
 - 6.2.2. the consequences for the employee if changes in working arrangements are not made; and

6.2.3. any reasonable business grounds for refusing the request.

NOTE: Reasonable business grounds includes the matters in section 65(5A) of the Act.

- 6.3. ISS must give the employee a written response to the request within 21 days, stating whether ISS grants or refuses the request. If ISS refuses the request and has not reached an agreement with the employee under clause 6.2, then the written response must include details of the reasons for the refusal, including the business ground(s) for the refusal and how the ground(s) apply, as well as whether or not there are any changes in working arrangements that ISS can offer the employee so as to better accommodate the employee's circumstances and if ISS can offer the employee such changes in working arrangements, set out those changes in working arrangements.
- 6.4. If ISS and the employee reached an agreement under clause 6.2 on a change in working arrangements that differs from that initially requested by the employee, then ISS must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.
- 6.5. Disputes about whether ISS has discussed the request with the employee and responded to the request in the way required by clause 6, can be dealt with under clause 42.

7. RESPECT AND RECOGNITION OF SERVICE

ISS values employee loyalty and where employees are otherwise equal in terms of skills and performance, ISS will give preference to employees with greater length of service for training opportunities and promotions.

PART 2: TYPES OF EMPLOYMENT AND CLASSIFICATIONS

8. TYPES OF EMPLOYMENT

- 8.1. An employee covered by this Agreement must be one of the following:
- 8.1.1. a full-time employee; or
 - 8.1.2. part-time employee; or
 - 8.1.3. a casual employee.
- 8.2. At the time of engaging an employee, an employer must inform the employee of the terms on which they are engaged, including whether they are engaged as a full-time, part-time or casual employee.

9. FULL-TIME EMPLOYEES

An employee is a full-time employee if they are engaged to work 38 ordinary hours per week, or an average of 38 ordinary hours per week over a roster cycle of between 2 and 4 weeks.

10. PART-TIME EMPLOYEES

- 10.1. An employee is a part-time employee if they are engaged to work:
- 10.1.1. less than full-time hours of 38 per week; and
 - 10.1.2. reasonably predictable hours of work; and
 - 10.1.3. receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
 - 10.1.4. At the time of engagement, ISS and the employee will agree in writing, on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.
 - 10.1.5. Any agreed variation to the regular pattern of work will be recorded in writing.
 - 10.1.6. ISS is required to roster a part-time employee for a minimum of four consecutive hours on any shift.
 - 10.1.7. All time worked in excess of the hours as mutually agreed will be overtime and paid for at the rates prescribed in Schedule 2.
 - 10.1.8. An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be employed as a casual employee.
- 10.2. A part-time employee shall be paid for ordinary hours worked at the hourly rate prescribed in Schedule 2 for the classification of work performed.

11. CASUAL EMPLOYEES

- 11.1. An employee is a casual employee if they are engaged as a casual and paid the casual rate for each ordinary hour worked.
- 11.2. The casual rate is paid instead of entitlements from which casuals are excluded by the terms of this Agreement and the NES.
- 11.3. Casual Conversion is provided for in the NES.
- 11.4. ISS must pay a casual employee at the overtime rates in Schedule 2 for any time worked in excess of 76 hours in each fortnight.

12. CLASSIFICATIONS

- 12.1. ISS must classify an employee covered by this Agreement in accordance with Schedule 1.
- 12.2. An employee must perform all duties that are incidental to their work and within their level of skill, competence and training, irrespective of their classification.
- 12.3. ISS must ensure that an employee required to be licensed under the *Private Security Act 2004* (Vic) holds the appropriate licence for their classification or the work the employee is required to perform. Employees are responsible for obtaining and maintaining the appropriate licence (including costs). If an employee's licence expires or is suspended or cancelled, the employee must notify ISS immediately and ISS may stand the employee down from work without pay for 2 weeks or any other period that may be agreed between them in order to resolve the licensing issue, or the employee may access any accrued annual or long service leave. If the licensing issue is not resolved within 2 weeks, or such longer agreed period, including any accrued leave, the employee may be terminated.
- 12.4. Employees are required to hold an Aviation Security Identification Card (ASIC). ISS will pay for the renewal cost of an employee's ASIC. If an employee's ASIC expires or is suspended or cancelled, the employee must notify ISS immediately and ISS may stand the employee down from work without pay for 2 weeks or any other period that may be agreed between them or the employee may access any accrued annual or long service leave. If the ASIC issue is not resolved within 2 weeks, or such longer agreed period, including any accrued leave, the employee may be terminated. If an employee can demonstrate they have taken all reasonable steps to renew their ASIC and they do not receive a new ASIC prior to the expiry of their current ASIC, they can request a redeployment to a non-screening position where such a position is available. Employees redeployed to non-screening duties while awaiting the result of their ASIC renewal will be paid their usual rate of pay until the result of their ASIC application is notified. Provided that if the ASIC renewal has not been decided in 12 weeks of the application being submitted and the non-screening duties are no longer required to be performed, the employee may be terminated. If the ASIC is granted the employee is entitled to resume their original position duties, subject to the completion of any re-training requirements.
- 12.5. Employees may be required to hold an Airside Drivers Authority (ADA). ISS will pay for the renewal cost of an employee's ADA. If an employee's ADA expires or

is suspended or cancelled, the employee must notify ISS immediately and ISS will endeavor to find alternate duties for the employee to perform while the ADA issue is resolved. If ISS does not have available alternative duties, ISS may stand the employee down from work without pay for 2 weeks or any other period that may be agreed between them or the employee may access any accrued annual or long service leave. If the ADA issue is not resolved within 2 weeks, or such longer agreed period, including any accrued leave, ISS may redeploy the employee to alternate duties, including duties at a lower rate of pay, while the ADA issue is resolved. If the ADA issue is not resolved within 2 weeks, or such longer agreed period, the employee may be terminated.

- 12.6. Employees who perform aviation screening (screening officers under the *Aviation Transport Security Regulations*) are required to hold at least a Certificate II in Security Operations and maintain screening competency. The Department of Home Affairs introduced a Screener Accreditation Scheme that requires existing screeners to pass accreditation tests in screening functions that are relevant to their job and meet continuing professional development requirements. Under the scheme, new screeners are required to complete a Certificate II in Transport Security Protection and undertake at least 40 hours of on-the-job training. If an employee fails to maintain screening competency or does not pass the accreditation tests under the scheme, ISS may redeploy the employee to alternate duties, including duties at a lower rate of pay, while the screening issue is resolved. If the screening issue is not resolved within 6 weeks, ISS may permanently redeploy the employee to alternate duties, including duties at a lower rate of pay.

13. WORK PRACTICES

- 13.1. Employees may be required to transfer between aviation screening and non-screening duties. Employees transferred to non-screening duties at a lower classification with a reduced rate of pay will be entitled to be paid at the higher rate for a period of 6 weeks after which the rate applicable to the new position will apply. For the avoidance of doubt, this clause is not applicable to circumstances outlined in clause 12.4.
- 13.2. ISS' customers may direct the number of employees to be assigned to any particular security screening process or require an employee not to perform any particular security screening process. An ISS customer may require an employee to be immediately removed from security duties where that employee fails to meet grooming, conduct or public relations standards. Where an employee is removed from duties at customer direction, the usual disciplinary procedures will be applied, however, if the customer excludes an employee from performing any work on their contract or no alternative duties are available under this Agreement, the employee may be terminated.
- 13.3. Employees are required to adhere to work processes advised by the Department of Home Affairs (or any replacement Government department responsible for aviation security), the Aviation Transport Security Act, Regulations or other legislative instruments, ISS' customers at Melbourne Airport and by ISS in relation to its contractual obligations. In so far that they do not reduce an entitlement under this Agreement or the NES.
- 13.4. Where an employee is transferred due to operational requirements, the reasons for the transfer will be discussed with the employee prior to the change and provided in writing.

13.5. Where practicable, ISS will ensure that transfers under this clause do not alter hours of work.

PART 3: HOURS OF WORK

14. HOURS OF WORK

14.1. The average of 38 hours per week for full-time employment may be worked in any of the following ways at the discretion of ISS:

- 14.1.1. 76 hours over a roster cycle of up to 2 weeks; or
- 14.1.2. 114 hours over a roster cycle of up to 3 weeks; or
- 14.1.3. 152 hours over a roster cycle of up to 4 weeks.

14.2. Shifts

- 14.2.1. An employee will be rostered and paid a minimum of 4 hours per shift and will not be rostered for ordinary hours in excess of 12 hours per shift.
- 14.2.2. Where an arrangement for up to 12 hour shifts, or for a roster cycle of 304 hours over a roster cycle of up to 8 weeks, is proposed by ISS (where such an arrangement does not presently exist) the proposal will be referred to the Consultative Committee for consideration. If agreement cannot be reached at the Consultative Committee, the matter may be dealt with under clause 42.
- 14.2.3. An employee must have a minimum break of 8 hours between finishing work on one shift of ordinary hours (including any overtime worked immediately after it) and starting work on the next shift of ordinary hours (including any overtime worked immediately before it). Where practicable the minimum break will be 10 hours.
- 14.2.4. If, on the instructions of ISS, an employee resumes or continues work without having had 8 hours off duty, ISS must pay the employee at the rate of 200% of the employee's minimum hourly rate until the employee has a break of 8 consecutive hours. The employee must not suffer any loss of pay for ordinary hours not worked during the period of that break.
- 14.2.5. ISS will use its best endeavours not to roster permanent employees for more than 50% of weekends over the greater of a 4 week period or roster rotation. Best endeavours does not include using casuals to cover weekend work or other measures that would negatively impact the operational requirements of ISS or minimum service requirements of a customer.
- 14.2.6. ISS will provide at least 2 hours' notice of a shift cancellation for casual employees. Notice may be provided by any means, including but not limited to notification via the UKG (Kronos) App, text message, phone call (including voice message) or email. In the event that ISS provides less than 2 hours' notice of shift cancellation, the casual employee will be paid 2 ordinary hours of pay for that shift. This will not be considered time worked for the purposes of calculating any entitlement to overtime.

14.2.7. Within 3 months after the approval of this Agreement, ISS will conduct a trial of permanent day and night rostering in agreed areas. At the conclusion of the trial if ISS determines that the trial has not had an adverse operational impact, the trial arrangement will be put to majority vote for affected employees to continue with the trial arrangements.

14.3. Meal Breaks

An employee is entitled to one paid meal break of at least 30 minutes per shift. The meal break will be scheduled to suit operational requirements and where possible will be provided close to the middle of the employee's shift, but will not be taken within the first 2 hours of work unless agreed by the employee. Employees assigned to Terminal 2 screening point will be provided an additional 5 minutes travel time pursuant to this clause until the new break room is operational.

14.4. Employees will be entitled to paid rest breaks in accordance with the length of shift as follows:

Shifts of greater than 6 hours to and less than 8 hours	20 minutes total, to be taken as 1 x 20 minutes
Shifts of at least 8 hours and less than 11 hours	50 minutes total, to be taken as 1 x 30 minutes and 1 x 20 minutes
Shifts of 11 hours or greater	60 minutes total, to be taken as 3 x 20 minutes.

The timing of the taking of paid rest breaks will be subject to operational requirements as determined by the Team Leader, Supervisor or Manager in charge.

14.5. Shift Swaps

An employee may arrange a shift swap with another suitable employee subject to approval of the employee's supervisor or manager. Hours worked as a result of a shift swap will be paid as ordinary hours and such time worked will not count towards the calculation of overtime.

14.6. Display of roster and notice of change of roster.

14.6.1. ISS must prepare a roster showing, for each full-time or part-time employee, their name and the times at which they start and finish work.

14.6.2. ISS must post the roster in advance of the commencement of the roster cycle and in an obvious place that is easily accessible by the affected employees or provide it by electronic means.

14.6.3. ISS may change the rostered time at which a full-time or part-time employee starts or finishes work by:

- (a) giving the employee 10 days' (or any shorter period agreed between ISS and the employee) notice of the change; or

(b) in the absence of such notice, by paying the employee at the overtime rate mentioned in Schedule 2 for any time worked outside the rostered starting and finishing time.

14.6.4. ISS may roster a casual employee and may change the rostered start or finish time at any time by giving the employee notice of the change.

15. STAND DOWN

15.1. ISS may stand down an employee with pay for a reasonable period to investigate a matter involving serious misconduct or performance issues. Stand down with pay will only be used where there is an ongoing risk to health and safety or compliance or the allegations involve serious misconduct, as defined in clause 35. The period of paid stand down under this clause will not exceed 4 business days (i.e. excluding weekends and public holidays), unless a greater period is agreed between the parties, which agreement will not be unreasonably withheld.

15.2. Stand down without pay will be in accordance with the Act.

PART 4: WAGES AND RELATED MATTERS

16. WAGE RATES AND RELATED MATTERS

- 16.1 The wage rates in Schedule 2 of this Agreement apply from the first full pay period on or after 1 July 2024.
- 16.2 Wages will increase annually during the nominal life of the Agreement effective from the first full pay period on or after 1 July by either:
 - 16.2.1 The percentage ordered by the Fair Work Commission in the Annual Wage Review; or
 - 16.2.2 The All Groups Consumer Price Index figures released by the Australian Bureau of Statistics for the period of the March quarter of the previous year to the March quarter of the current year;

whichever is the greater. Provided that for July 2025, if the percentage in 16.2.1 and 16.2.2 is less than 5.5%, the increase will be 5.5% and for July 2026, if the percentage in 16.2.1 and 16.2.2 is less than 4.5%, the increase will be 4.5%.

- 16.3 An employee who would have earned more under the Award than under this Agreement in any fortnight may request ISS to conduct a review of their earnings from the commencement of this Agreement or the commencement of their employment with ISS (whichever is the later). ISS will pay the employee any difference between the employee's actual earnings during the period and what the employee would have received for the same hours under the Award.
- 16.4 If ISS engages labour-hire workers to perform work covered by the classifications under this Agreement, ISS will ensure those workers receive rates no less beneficial than those in Schedule 2.
- 16.5 Recognition and Commitment Bonus

Employees who commenced employment with ISS on or before 29 August 2024 who remain in active employment at the time of approval of the Agreement by the FWC will be paid a sign on bonus. The sign on bonus is subject to tax and will be paid in the opposite week to the usual payment of wages, during the first full pay period after the approval of the Agreement. The gross (pre-tax) amount of the sign on bonus is set out in the following table:

Employed between 1 August to 29 August 2024	\$500.00
Employed on or before 31 July 2024:	
Casual:	
Less than 6 months service	\$500.00
6 months and above service	\$1000.00
Part-Time:	\$3000.00
Full-Time:	
Less than 6 months service	\$2000.00
6 months to less than 10 years' service	\$8000.00

10 years and above service	\$10000.00
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For the avoidance of doubt, the sign on bonus will be based on the employees' status of employment as at 29 August and will not be paid to any employees who commence employment on or after 30 August 2024 or any employees whose employment is terminated prior to the date of payment.

17. OVERTIME

17.1 An employee may refuse to work overtime hours if they are unreasonable.

NOTE: Under the NES (see section 62 of the Act) an employee may refuse to work additional hours if they are unreasonable. Section 62 sets out factors to be taken into account in determining whether the additional hours are reasonable or unreasonable.

17.2 Employees required to work in excess of their ordinary hours, or for casual employees as stipulated in Clause 11.4, will be paid at the relevant overtime rates set out in Schedule 2.

17.3 Where a need arises for employees to work permanent rostered overtime, preference will be offered to permanent employees who have the required skills and who ordinarily work within the area in which the hours are to be worked, based on length of service. If the required overtime is not accepted by employees in these circumstances, the overtime may be offered to any other permanent employee with the required skills. Where non-rostered, or adhoc overtime is available preference will be offered to permanent employees based on their experience, skill, regular working location if it is operationally feasible.

17.4 Call back

17.4.1 This clause applies when ISS requires an employee to return to work for any reason after completing their ordinary working time, irrespective of whether the employee is notified of the requirement before or after leaving the workplace.

17.4.2 ISS must pay the employee at the appropriate rate of pay for the minimum number of hours specified in column 1 for an attendance at work specified in column 2.

Column 1 Minimum number of hours	Column 2 Attendance
2 hours	Attendance on a Monday to Saturday for the purposes of a disciplinary or counselling interview or administrative procedures such as completing or attending to worker's compensation forms, incident reports, or breach reports
3 hours	Attendance on a Monday to Saturday for any other purpose
4 hours	Attendance on a Sunday

17.4.3 This clause does not apply if a period of duty is continuous (subject to any breaks) with finishing or beginning ordinary working time.

18 PAYMENT OF WAGES

18.1 Wages will be paid by electronic funds transfer fortnightly on a Wednesday. Where a public holiday falls in the pay week, payment will be made by Thursday.

18.2 ISS must pay an employee no later than 7 days after the day on which the employee's employment terminates:

18.2.1 the employee's wages under this Agreement for any complete or incomplete pay period up to the end of the day of termination; and

18.2.2 all other amounts that are due to the employee under this Agreement and the NES.

19 ALLOWANCES

19.1 First Aid Allowance

19.1.1 A First Aid Allowance will be paid to an employee who holds a current Senior First Aid Certificate and is nominated by ISS to act as a First Aid Attendant.

19.1.2 This allowance will be paid for periods of paid leave and public holidays.

19.2 Training Allowance

A Training Allowance will be paid to an employee who is a designated trainer.

20 REIMBURSEMENT OF EXPENSES

Approved work-related expenses paid by the employee will be reimbursed by ISS not later than the pay period following submission of appropriate evidence in the approved manner.

21 SUPERANNUATION

21.1 Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and employees. The rights and obligations in these clauses supplement those in superannuation legislation.

21.2 ISS must make such superannuation contributions, to the superannuation fund chosen by the employee or to Australian Super if the employee has not chosen a fund, for the benefit of the employee as will avoid ISS being required to pay

the superannuation guarantee charge under superannuation legislation with respect to that employee.

- 21.3 ISS must also make the superannuation contributions provided for in clause 21.2 while an employee is on paid leave or absent from work (subject to a maximum of 52 weeks) due to work-related injury or work-related illness provided that the employee is receiving workers compensation payments or is receiving regular payments directly from ISS in accordance with the statutory requirements and the employee remains employed by ISS.

22 INCOME PROTECTION INSURANCE AND SALARY PACKAGING

- 22.1 ISS will provide the benefit of income protection insurance based on 1.5% of gross weekly payroll for all eligible employees covered by this Agreement. ISS will pay any stamp duty required to provide this benefit.
- 22.2 ISS will provide employees with access to a salary packaging program within 3 months of the approval of the Agreement. ISS will include Simply Green as a provider of salary packaging, provided that the parties may agree in writing to change provider. Employees will be liable for any fringe benefits tax or other costs charged by the salary package provider.

23 ACCIDENT MAKE-UP PAY

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

- 23.1 Entitlement to accident make-up pay
- 23.1.1 Where an employee becomes entitled to weekly compensation payments under the *Workplace Injury Rehabilitation and Compensation Act 2013* (the WIRC Act), ISS will pay to the employee an amount equivalent to the difference between:
- (a) the level of weekly compensation and any weekly wages earned or able to be earned if partially incapacitated and
 - (b) the amount that would have been payable under this Agreement if the employee had been performing their normal duties and ordinary hours (e.g. excluding any overtime, allowances or other similar payments).
- 23.2 Accident make-up pay will not apply:
- 23.2.1 for any injury during the first 5 working days of incapacity.
- 23.2.2 to any incapacity occurring during the first 2 weeks of employment unless such incapacity continues beyond the first 2 weeks.
- 23.3 Entitlement to accident make-up pay continues (subject to clause 23.5) on termination of an employee's employment where such termination:
- 23.3.1 is by ISS other than for reasons of the employee's serious and/or wilful misconduct; or

23.3.2 arises from a declaration of liquidation of ISS, in which case the employee's entitlement in the absence of agreement will be referred to the Commission.

23.4 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 ISS at the time of the incapacity for a minimum period of one month.

23.5 Maximum period of payment

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

23.6 Variation in compensation rates

Any changes in compensation rates under the WIRC 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.

23.7 Medical examination

23.7.1 In order to receive entitlement to accident make-up pay an employee will conform to the requirements of the WIRC Act as to medical examination.

23.7.2 Where, in accordance with the WIRC 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 ISS 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.

23.8 ISS 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 they will co-operate in programs designed to provide for the early and effective rehabilitation of injured employees.

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

24 NOTICE OF TERMINATION

24.1 Notice of termination by Company

24.1.1 In order to terminate the employment of an employee ISS must give the employee written notice of the date of termination (which cannot be before the day the notice is given) in accordance with the period of notice specified in the table below:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks

Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

24.1.2 In addition to the notice in paragraph 24.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

24.1.3 Payment in lieu of the prescribed notice in paragraphs 24.1.1 and 24.1.2 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by ISS making payment for the remainder of the period of notice.

24.1.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, ISS would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

- (a) the employee's ordinary hours of work (even if not standard hours); and
- (b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
- (c) any other amounts payable under the employee's contract of employment.

24.1.5 The period of notice in this clause does not apply:

- (a) in the case of dismissal for serious misconduct;
- (b) to apprentices;
- (c) to employees engaged for a specific period of time or for a specific task or tasks;
- (d) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
- (e) to casual employees.

24.2 Notice of termination by an employee

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

24.2.2 If an employee who is at least 18 years old does not give the period of notice required, then ISS may deduct from wages due to the employee an amount that is no more than one week's wages for the employee.

24.3 Job search entitlement

Where ISS 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 ISS.

24.4 Transmission of business

Where a business is transmitted from one employer to another, as set out in clause 25.9, the period of continuous service that the employee had with the transmitter or any prior transmitter is deemed to be service with the transferee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

25 REDUNDANCY

25.1 Redundancy occurs where ISS has made a definite decision that it no longer requires the job done by the employee to be done by anyone and that decision results in the termination of employment of the employee.

25.2 Where a redundancy occurs, ISS will hold discussions with the employee(s) directly affected, their representatives. The discussions will take place as soon as practicable after the decision has been made and will cover the reasons for the proposed terminations and measures to avoid the terminations of the employee(s) concerned.

25.3 Where multiple redundancies occur at the same time, ISS will call for expressions of interest in voluntary redundancy. ISS retains the right to reject expressions of interest where the loss of particular skills would adversely affect efficient operations. In the event voluntary redundancies do not meet the required number of redundancies, ISS will select employees for involuntary redundancies on the basis of last on first off.

25.4 Transfer to lower paid duties

Where an employee's job is redundant, ISS may transfer the employee to a different job at a lower classification, provided that the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and ISS may at ISS' 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.

25.5 Redundancy pay

An employee whose employment is terminated by reason of redundancy is entitled to the following amount of redundancy pay in respect of a period of continuous service:

Period of continuous service	Redundancy 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 15 years	16 weeks' pay
15 years and less than 20 years	18 weeks' pay
20 years and more	20 week's pay

25.6 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice set out in clause 24.1.1. 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 ISS until the expiry of the notice, but will not be entitled to payment in lieu of notice.

25.7 Alternative employment

Where ISS obtains acceptable alternative employment for an employee, it may apply to FWC to determine that the amount of redundancy pay is reduced to a specified amount (which may be nil) that FWC considers appropriate.

25.8 Job search entitlement

25.8.1 During the period of notice of termination given by ISS in accordance with clause 24.1.1, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

25.8.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of ISS, 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.

25.8.3 The job search entitlements under this clause apply in lieu of the provisions of clause 24.3.

25.9 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 ISS (in this sub-clause called the transmittor) to another employer (in this sub-clause called the transmittee), in any of the following circumstances:

25.9.1 Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or

25.9.2 Where the employee rejects an offer of employment with the transmittee:

(a) 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 transmittor; and

(b) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

25.10 Employees exempted

This clause does not apply to:

25.10.1 an employee with less than 12 months service;

25.10.2 an employee terminated as a consequence of serious misconduct that justifies dismissal without notice;

25.10.3 an employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement;

25.10.4 an employee engaged for a specific period of time or for a specified task or tasks; or

25.10.5 a casual employee.

25.11 Change of contract

25.11.1 This clause incorporates Clause 32.4 of the Award (as in force from time to time) and applies in addition to clause 43 and section 120(1)(b)(i) of the Act, and applies on the change to the contractor who provides security services to a particular client from one security contractor (the outgoing contractor - ISS) to another (the incoming contractor).

25.11.2 Section 119 of the Act and clause 25.5 of this Agreement does not apply to an employee of ISS where:

- (a) the employee agrees to other acceptable employment with the incoming contractor, and
- (b) ISS has paid to the employee all of the employee's accrued statutory and Agreement entitlements on termination of the employee's employment.

25.11.3 To avoid doubt, section 119 of the Act and clause 25.5 of this Agreement does apply to an employee where the employee is not offered acceptable employment with either ISS or the incoming contractor.

25.11.4 An employee who, on a change of contract, accepts employment with the incoming contractor and is terminated by that incoming contractor within 6 months of the date of change of contract will be entitled to redundancy pay in accordance with clause 25.5.

PART 5: LEAVE AND PUBLIC HOLIDAYS

26 ANNUAL LEAVE

26.1 Amount of annual leave

26.1.1 For each year of service, an employee, other than a casual employee, is entitled to 4 weeks of paid annual leave, or 5 weeks of paid annual leave for shiftworkers.

26.1.2 An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.

26.1.3 For the purposes of this Agreement and the NES, shiftworkers means employees who work ordinary shifts on Saturdays and Sundays.

26.2 Payment for period of annual leave

The pay rate for annual leave is the employee's ordinary pay at the time the employee takes annual leave, including the first aid allowance, if payable.

26.3 Rules about taking annual leave

26.3.1 An employee is entitled to take an amount of annual leave during a particular period if:

- (a) at least that amount of annual leave is credited to the employee; and
- (b) ISS has authorised the employee to take the annual leave during that period.

26.3.2 To avoid doubt, there is no maximum or minimum limit on the amount of annual leave that ISS may authorise an employee to take.

26.3.3 Where the number of requests for annual leave over a period (eg Christmas – New Year, Easter, etc) would impact ISS' ability to meet operational requirements, leave requests may be refused. In these circumstances, ISS may establish requirements for taking leave. When assessing leave requests that meet any requirements established by ISS, preference will be given to employees with the greatest length of service provided that where an employee has taken leave at the same time in 2 preceding years they may be refused regardless of length of service.

26.4 ISS must not unreasonably:

26.4.1 refuse to authorise an employee to take an amount of annual leave that is credited to the employee; or

26.4.2 revoke an authorisation enabling an employee to take annual leave during a particular period.

- 26.5 An employee must take an amount of annual leave during a particular period if:
- 26.5.1 the employee is directed to do so by ISS; and
 - 26.5.2 at the time the direction is given, the employee has annual leave credited to him or her of more than 1/13 of the number of nominal hours worked by the employee for ISS during the period of 104 weeks ending at the time that the direction is given; and
 - 26.5.3 the amount of annual leave that the employee is directed to take is less than, or equal to, $\frac{1}{4}$ of the amount of credited annual leave of the employee at the time that the direction is given.

26.6 If an employee with annual leave accruals as defined in clause 26.5.2 is unable to reach agreement with ISS in relation to taking a period of annual leave despite having made genuine efforts to do so, the employee may take a period of annual leave by giving at least 4 weeks' notice.

26.7 Payment instead of leave

An employee must take annual leave. However, if the employee leaves or is dismissed, ISS must pay the employee for any accrued but untaken annual leave.

26.8 Cash out of annual leave

Notwithstanding clause 26.7, an employee may elect, subject to the approval of ISS, to forgo part of his or her annual leave and cash it out. A condition of cashing out leave is that, in any twelve month period, an employee may not forgo more than the equivalent of 2 weeks annual leave or reduce their balance to less than 4 weeks. All agreements to cash out annual leave must be made in writing. ISS must pay the employee the full amount that would have been payable to the employee had the employee taken the leave the employee has forgone.

26.9 Public holidays falling within annual leave

If a public holiday falls within an employee's annual leave, as prescribed in the Agreement, and is on a day which would have been an ordinary working day, then the extra time equivalent to the public holiday is added to the employee's annual leave. For the avoidance of any doubt, the extra time added shall be the number of ordinary hours the employee would have worked on the day on which the public holiday falls.

26.10 Leave allowed before due date

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

26.10.2 Where the annual leave or any part has been taken before the right to the annual leave has accrued, subsequent accruals will be offset against the amount of leave in advance.

26.10.3 Where annual leave has been taken in advance in accordance with this sub-clause and;

- (a) the employment of the employee is terminated before the employee has accrued an entitlement equivalent to the advance; and
- (b) ISS will be entitled to deduct the ordinary pay equivalent of such excess from any remuneration payable to the employee upon the termination of the employment.

26.11 Annual close down

26.11.1 Where ISS intends temporarily to close (or reduce to nucleus) the establishment or a section for the purposes (inter alia) of allowing annual leave to the employees concerned or a majority of them, ISS may give in writing to the employees one month's notice (or, in the case of any employee engaged after giving of such notice, notice on the date of the employee's engagement) of intention to apply the provisions of this sub-clause; and therefore:

- (a) any of these employee who at the date of closing is entitled to annual leave will be given this annual leave commencing on and from the date of closing and, in addition, will be entitled to such proportion of annual leave as accrues between the date of closing and the date of return to work (if necessary);
- (b) any employee who at the date of closing is not entitled to annual leave will be given leave without pay on and from the date of closing and will be paid for any holiday during such leave for which the employee is entitled to payment under this agreement together with such proportion of annual leave as would accrue between the date of closing and the date of the return to work.

26.11.2 In this sub-clause date of closing in relation to each employee means the first day of the employee's annual leave in accordance to this sub-clause.

27 PERSONAL/CARERS LEAVE

27.1 Definitions

27.1.1 In this clause **immediate family** means:

- (a) partner (including a former partner, a de facto partner and a former de facto partner) of the employee.
- (b) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or partner of the employee.

27.2 Amount of paid personal leave

- 27.2.1 Paid personal leave is available to an employee, other than a casual employee, when they are absent:
- (a) due to personal illness or injury;
 - (b) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to a personal illness or injury, or an unexpected emergency.
- 27.2.2 A full time employee is entitled to 10 days of paid personal/carers leave for each year of service. The leave accrues progressively based on the ordinary hours worked.
- 27.2.3 The personal leave entitlement for a part-time employee is determined on a pro rata basis.

27.3 Employee must give notice

- 27.3.1 The employee must inform ISS of their inability to attend for duty at least 3 hours prior to their rostered start time, unless not reasonably practicable to do so, and advise the nature of the injury, illness or emergency and the estimated duration of the absence. If it is not reasonably practicable to inform ISS at least 3 hours prior to the rostered start time, the employee will inform ISS as soon as possible of the absence.
- 27.3.2 When taking leave to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, the notice must include:
- (a) the name of the person requiring care and support and their relationship to the employee;
 - (b) the reasons for taking such leave; and
 - (c) the estimated length of absence.

27.4 Consultation with employees who take personal leave

- 27.4.1 ISS shall not discourage employees from using personal leave for legitimate purposes.
- 27.4.2 No employee shall be obliged to participate in any consultation, discussion or meeting with Company management about their use of personal leave unless that employee has used more than 5 days within a financial year.

27.5 Evidence supporting claim

- 27.5.1 When is a medical certificate or a statutory declaration required?
- (a) A medical certificate or a statutory declaration **is not** required to be produced on the first three single days taken as personal leave during each financial year.

- (b) A medical certificate **is** required to be produced for any personal leave that exceeds one day (unless it is impracticable to do so).
- (c) A statutory declaration **is** required to be produced for the fourth and fifth single day absences due to personal leave during each financial year.
- (d) A medical certificate **is** required to be produced in respect of the sixth single day absence and any subsequent absences due to personal leave during each financial year, unless it is not reasonably practicable to do so in which case a statutory declaration must be produced.
- (e) If the absences arises from the need to take leave to care for members of the employee's immediate family or household who require care due to an unexpected emergency, the employee must, if required by ISS, establish by production of documentation acceptable to ISS or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

27.5.2 When taking leave for personal illness or injury, or leave to care for members of their immediate family or household, the employee shall, wherever possible, provide the evidence required within the relevant pay period or, failing that, as soon as practicable upon their return to work. Every effort will be made to ensure that such evidence is provided upon the first day of their return to work.

27.6 An employee must complete a personal leave application form, in relation to any personal leave absence.

27.7 For the purposes of this Clause, "personal leave" means leave due to illness and injury ("sick leave") and leave to care for members of their immediate family or household who are sick and require care and support ("carers leave").

27.8 Personal leave on MYISS app

Employees are able to access their personal leave balance by logging into their MYISS app.

27.9 Unpaid personal leave

27.9.1 Where an employee, including a casual employee, has no paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. ISS and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days of unpaid leave per occasion, provided the requirements of clauses 27.3 and 27.5 are met. Providing that a permanent employee with no paid personal leave entitlements may

request to be paid accrued annual leave in lieu of unpaid personal leave.

- 27.9.2 An employee with a minimum of two years' service, who has exhausted all forms of accrued leave (e.g. annual and long service leave) can request unpaid leave for a maximum of 12 weeks for the purpose of attending to significant family or cultural events. The requests are restricted to one request per 2 years of service and must be accompanied with reasonable evidence.

28 COMPASSIONATE LEAVE AND CEREMONIAL LEAVE

Compassionate Leave

- 28.1 An employee is entitled to a period of 2 days of compassionate leave for each occasion (a "permissible occasion") when a member of the employee's immediate family or member of the employee's household:
- 28.1.1 contracts or develops a personal illness that poses a serious threat to his or her life; or
 - 28.1.2 sustains a personal injury that poses a serious threat to his or her life; or
 - 28.1.3 dies.
- 28.2 ISS may require reasonable evidence in support of an application for compassionate leave.
- 28.3 Taking compassionate leave
- 28.3.1 An employee who is entitled to a period of compassionate leave under this clause for a particular permissible occasion is entitled to take the compassionate leave as:
- (a) a single, unbroken period of 2 days; or
 - (b) separate periods of 1 day each; or
 - (c) any separate periods to which the employee and ISS agree
- 28.3.2 An employee who is entitled to a period of compassionate leave under clause 28.1.1 or 28.1.2, is entitled to start to take the compassionate leave at any time while the illness or injury persists.
- 28.4 If an employee, other than a casual employee, takes compassionate leave during a period, ISS must pay the employee for that period the amount the employee would have been paid if the employee had worked during that period.

Ceremonial leave

- 28.5 Ceremonial leave may be granted to an Employee of Aboriginal or Torres Strait Islander descent for ceremonial purposes connected with the death of a member of the immediate family or extended family (provided that no Employee will have

an existing entitlement reduced as a result of this clause) or for other ceremonial obligations under Aboriginal or Torres Strait Islander law.

28.5.1 Ceremonial leave of 3 days per year will be paid for ordinary time during the period of leave. Additional ceremonial leave may be provided as unpaid leave.

28.5.2 Ceremonial leave granted under this clause is in addition to compassionate leave and any other provision of this Agreement.

29 FAMILY AND DOMESTIC VIOLENCE LEAVE

Family and domestic violence leave is provided for in the NES.

30 COMMUNITY SERVICE LEAVE

Community Service Leave is provided for in the NES.

31 PORTABLE LONG SERVICE LEAVE

From 1 July 2019, ISS contributes to the Victorian portable long service leave scheme on behalf of eligible employees.

32 PANDEMIC LEAVE

32.1 Unpaid pandemic leave

32.1.1 Subject to clauses 32.1.2, 32.1.3 and 32.1.4, any employee is entitled to take up to 2 weeks' unpaid leave if the employee is required by government or medical authorities or on the advice of a medical practitioner to self-isolate and is consequently prevented from working, or is otherwise prevented from working by measures taken by government or medical authorities in response to the COVID-19 pandemic.

32.1.2 The employee must give ISS notice of the taking of leave under clause 32.1.1 and of the reason the employee requires the leave, as soon as practicable (which may be a time after the leave has started).

32.1.3 An employee who has given ISS notice of taking leave under clause 32.1.1 must, if required by ISS, provide evidence that would satisfy a reasonable person that the leave is taken for a reason given in clause 32.1.1.

32.1.4 Leave taken under clause 32.1.1 does not affect any other paid or unpaid leave entitlement of the employee and counts as service for the purposes of entitlements under this Agreement and the NES.

NOTE: ISS and the employee may agree that the employee may take more than 2 weeks' unpaid pandemic leave.

32.2 Annual leave at half pay

32.2.1 Instead of an employee taking paid annual leave on full pay, the employee and ISS may agree to the employee taking twice as much leave on half pay.

32.2.2 Any agreement to take twice as much annual leave at half pay must be recorded in writing and retained as an employee record.

EXAMPLE: Instead of an employee taking one week's annual leave on full pay, the employee and ISS may agree to the employee taking 2 weeks' annual leave on half pay. In this example: the employee's pay for the 2 weeks' leave is the same as the pay the employee would have been entitled to for one week's leave on full pay (where one week's full pay includes leave loading under the Annual Leave clause of this award); and one week of leave is deducted from the employee's annual leave accrual.

33 PUBLIC HOLIDAYS

33.1 Employees, other than casual employees, will be entitled to the following holidays without deduction of pay:

33.1.1 New Year's Day (1 January), Australia Day (January 26), Good Friday, Easter Saturday, Easter Monday, Anzac Day (April 25), Christmas Day (December 25) and Boxing Day (December 26); and

33.1.2 The following days, as prescribed under the relevant State legislation: King's's Birthday, Labor Day and Melbourne Cup Day.

33.2 Where public holidays are declared or prescribed on days other than those set out in clause 33.1, those days will constitute additional holidays for the purpose of this Agreement.

33.3 Facilitative provisions

33.3.1 ISS and the majority of affected employees may agree to substitute another day for any holiday prescribed in this clause. Such an agreement must be recorded in writing and be provided to every affected employee.

33.3.2 An affected employee may be represented, including by the Union, where a substitution arrangement is proposed and ISS will provide a reasonable opportunity to negotiate the substitution arrangement.

33.4 Rates of pay

The public holiday rates of pay specified in this Agreement are payable to employees who work on a public holiday within the meaning of this Agreement.

33.5 Substitute days

33.5.1 The public holiday rates of pay specified in this Agreement are only payable to employees who work on the actual days specified in this clause, not substitute days.

33.5.2 Employees who work on substitute days shall be paid the rates of pay specified for ordinary hours of work in Schedule 2.

EXAMPLE: If a holiday in lieu of Christmas day is observed on 27 December, the public holiday rates of pay specified in this agreement are only payable to employees who work on 25 December, not 27 December.

PART 6: HEALTH AND SAFETY, TRAINING AND OTHER MATTERS

34 HEALTH AND SAFETY

34.1 Health and Safety Committee (HSC)

- 34.1.1 The HSC will facilitate co-operation between ISS and employees in instigating, developing and carrying out measures designed to ensure the health and safety at work of the employees and formulate, review, and disseminate to the employees the standards, rules and procedures relating to health and safety that are to be carried out or complied with at the workplace.
- 34.1.2 The HSC will give consideration to health and safety issues that are common to the workplace at large, and to planning, implementing and monitoring programs to address these issues in accordance with the OHS Act.
- 34.1.3 Employees will be represented on the HSC by one Health and Safety Representative (HSR) and one Deputy Health and Safety Representative (DHSR) from each Designated Working Group (DWG).
- 34.1.4 ISS will be represented on the HSC by senior management who are able to make decisions about health and safety.
- 34.1.5 The HSC will meet once per calendar month.
- 34.1.6 ISS will take minutes of HSC meetings, including any agreed action items, and distribute the minutes to the HSC and employees by email or MyISS app within 3 business days of each meeting.
- 34.1.7 HSRs and DHSRs will be released from duty without loss of pay to attend HSC meetings.

34.2 Designated Work Groups (DWG)

- 34.2.1 The parties agree that the workplace is comprised of the following DWGs:
 - Screening Points
 - CBS
 - ACP (Access Control Points)
 - Gate ACPs

34.2.2 DWGs may be varied or added in accordance with the OHS Act.

34.3 Health and Safety Representatives (HSR)

- 34.3.1 Each DWG will have one HSR and may have one DHSR.

- 34.3.2 HSRs and DHSRs have an important role in representing employees in their DWG and bringing issues to the attention of ISS, however, responsibility for providing a healthy and safe workplace rests with ISS.
- 34.3.3 Elections for HSRs and DHSRs will be held every two years. Notice of elections of HSRs and DHSRs will be posted on employee noticeboards in the second week of September, in even numbered years.
- 34.3.4 Employees are entitled to nominate to become a HSR in the DWG in which they are predominantly engaged.
- 34.3.5 If more than one person nominates for a HSR position in any DWG, a ballot will be held. Where a ballot is required, the nominee who wins the most votes in the ballot will become the HSR, the runner up will become the DHSR. ISS will consult with the HSC and the Union about the conduct of any ballot. The Union may conduct the ballot if requested to do so by the employees. Employees are entitled to vote in the ballot for the DWG where they are predominantly engaged.
- 34.3.6 A HSR or DHSR ceases to hold office if a majority of employees in the DWG resolve in writing that the person should no longer represent the DWG but only if the person has held office for at least 12 months.
- 34.3.7 If a HSR is removed from office the DHSR will act as the HSR until a new HSR has been appointed. In circumstances where a HSR is removed from office, nominations will be opened for the positions of HSR and DHSR. Nothing in this provision alters the requirement for site wide elections pursuant to paragraph 34.3.3.
- 34.3.8 If a DHSR is removed from office, nominations will be opened for the position of DHSR in the relevant DWG. Nothing in this provision alters the requirement for site wide elections pursuant to paragraph 34.3.3.
- 34.3.9 A HSR or DHSR may inspect a part of the workplace within their DWG after giving reasonable notice to ISS to allow adequate cover of their rostered duties and may accompany an inspector during a workplace inspection within their DWG. ISS will notify a HSR or DHSR of the presence of a WorkSafe inspector at their workplace.
- 34.3.10 ISS will release the HSR to conduct inspections and risk assessments within their DWG for 1 rostered shift each 3 months.
- 34.3.11 ISS will allow HSRs and DHSRs time off work with pay to attend OHS training in accordance with the OHS Act. HSRs and DHSRs may choose the approved training course provider in consultation with ISS.

35 DISCIPLINARY PROCESS

- 35.1 The principles of natural justice and procedural fairness will apply to investigations and disciplinary process.

- 35.2 Nothing in this clause restricts the ability of ISS to:
- 35.2.1 take immediate corrective action in relation to any observed breach of process or policy; or
 - 35.2.2 have non-disciplinary coaching discussions with employees at any time; or
 - 35.2.3 ask employees for information about an incident that requires immediate action by ISS (eg a breach of sterile area).
- 35.3 If an investigation or disciplinary process regarding an employee's conduct, capacity or performance is commenced by ISS, prior to meeting with the employee, ISS will advise the employee in writing of:
- 35.3.1 the purpose of the meeting;
 - 35.3.2 the nature of any allegations or issues to be responded to;
 - 35.3.3 the date and time of the meeting;
 - 35.3.4 their ability to bring a support person or Union representative; and
 - 35.3.5 the option to provide a written response may be offered in circumstances where a face to face meeting would be difficult or unduly delayed or in other appropriate circumstances.
- Where practicable at least 24 hours' notice of the meeting will be provided, however, in urgent circumstances or by agreement with the employee, less notice may be provided.
- 35.3.6 Employees will be allowed reasonable time to consult with their support person or Union representative during the meeting.
 - 35.3.7 If an employee advises ISS in writing, that they are represented by the Union in response to a notice of meeting, ISS will:
 - (a) Notify the Union representative of the meeting;
 - (b) Consider reasonable adjustments to the timing of the meeting to allow the Union representative to attend (provided that in most cases this will not involve a delay of more than 48 hours and if the employee is on paid stand down, no more than 24 hours);
 - (c) Include the Union representative on all further correspondence to the employee in relation to the matter;
 - (d) Consider the meeting as time worked where the Union representative is also an employee, provided that attendance at the meeting will not give rise to any entitlement to overtime;
 - (e) Not restrict the representative from advocating on behalf of the employee, provided that the employee must still answer questions themselves directly.

- 35.3.8 Where an employee elects to be represented by the Union, they may elect at meetings to have either a Union official or Union delegate present. In appropriate circumstances, ISS may agree to both a Union official and a Union delegate being present.
- 35.3.9 The outcome of a disciplinary meeting will be documented, including the disciplinary action taken (if any), the conduct, capacity or performance identified as a problem, and the corrective action required.
- 35.3.10 Warnings will remain valid for a period of 1 year from the date of issue, provided that matters deemed by ISS to be serious misconduct will remain valid for a period of 2 years from the date of issue. Serious misconduct may also result in termination of employment without notice.
- 35.3.11 Serious misconduct for the purposes of this clause includes:
- (a) Wilful or deliberate behaviour by an employee that is inconsistent with the ISS values or Code of Conduct;
 - (b) conduct that causes serious risk to the health or safety of a person or the reputation, viability or profitability of ISS;
 - (c) the employee, in the course of the employee's employment, engaging in theft, fraud or assault;
 - (d) being intoxicated at work;
 - (e) refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.

36 TRAINING

- 36.1 Official training of employees will only be performed by “designated trainers”. This does not prevent employees from acting as a “buddy” or “mentor”. A designated trainer is an employee who:
- 36.1.1 is required to train other employees;
 - 36.1.2 has completed a relevant training course or qualification, or has at least 12 months service with ISS;
 - 36.1.3 shall be entitled to the training allowance as shown in Schedule 2.2, in addition to the rates of pay and allowances payable under this agreement.
- 36.2 All training required by ISS to be performed, whether in respect to a skill competency requirement or otherwise (e.g. Redline) will be conducted during rostered work hours (paid time), save and except for training associated with the security license requirements of the *Private Security Act 2004*. ISS will provide as much notice as possible in regards to the Training and Testing to be conducted.

36.3 The parties acknowledge that security screening of passengers must be carried out on the basis of zero tolerance. Any employee who fails to demonstrate competency in security screening will be required to undergo retraining as follows:

36.3.1 First test failure - up to 4 hours retraining;

36.3.2 Second test failure within 6 months of the first failure - up to 8 hours retraining;

36.3.3 Third test failure may be designated not competent and removed from aviation screening duties.

36.3.4 Test failures remain valid for a period of six months and may be based on all or any of the following tests:

(a) Computer based competency tests;

(b) Department of Home Affairs (Cyber and Infrastructure Security Centre (CISC)) physical tests;

(c) Physical tests conducted by either ISS, the customer or a third party acting on behalf of the customer.

36.3.5 If an employee fails a test while conducting screening, they may be immediately removed from screening duties and will be involved in a review of the test failure to determine the cause of the failure, any corrective action and/or disciplinary action required and the consequences of further failures. ISS will provide reasonable available evidence regarding the failure and the principles of procedural fairness and natural justice will be applied.

36.3.6 Removal from aviation screening duties due to a third test failure and/or failure to pass the Department of Home affairs accreditation scheme, may result in the employee concerned being transferred to another position within ISS.

37 CAR PARKING

ISS will provide employees with car parking at Melbourne Airport without charge. Free transport will be provided to employees from a designated pick up point where such transport arrangements are available from the customer. Any changes to car parking arrangements are to be referred to and discussed with the Consultative Committee.

38 VACCINATIONS

ISS agrees to pay for employees to receive an influenza vaccination.

39 UNIFORMS

- 39.1 At the commencement of employment, ISS will provide all full-time employees with uniforms as follows:
- 39.1.1 5 shirts;
 - 39.1.2 3 pants;
 - 39.1.3 1 jacket or jumper;
 - 39.1.4 other items (such as ties) as appropriate.
- 39.2 Part-time and casual employees will be issued an appropriate number of uniforms based on their roster or anticipated weekly days of work.
- 39.3 ISS will ensure that all items of uniform issued are gender appropriate and are suitable for the special requirements of aviation security tasks.
- 39.4 Further articles of uniform, such as to protect employees who are exposed to cold temperatures and/or wet weather, shall be provided where appropriate.
- 39.5 Articles of uniforms will be replaced by ISS having regard to fair wear and tear on a one for one basis.
- 39.6 Uniforms shall at all times remain the property of ISS and must be returned upon termination of employment.

40 EMPLOYMENT OPPORTUNITIES

- 40.1 Vacancies for all permanent and temporary positions will be advertised on ISS Notice Boards or MYISS. Wherever practicable, a 14 day application period will be allowed.
- 40.2 Where practicable, applications from existing permanent and casual employees will be considered before the positions are advertised externally. Where existing permanent applicants for a role are otherwise equivalent in skills and performance, the applicant with greater length of service will be preferred. Upon request, unsuccessful candidates will receive constructive feedback concerning their application.

41 UNION RECOGNITION

- 41.1 Employees who are a member of the Union will not be disadvantaged or discriminated against for exercising their industrial rights.
- 41.2 The exercise of rights of workplace delegates as set out in section 350C of the Act is specified in Schedule 4.

42 DISPUTE RESOLUTION

Application of dispute resolution procedure

- 42.1 This dispute resolution procedure applies to the following disputes:

- 42.1.1 matters arising under the Agreement;
- 42.1.2 the National Employment Standards (NES) as they apply to employees covered by the Agreement (including ss.65(5) & 76(4) of the Fair Work Act 2009 which deal with requests for flexible working arrangements and extending periods of unpaid parental leave); and
- 42.1.3 any other work-related matter.

Procedure

- 42.2 In the first instance, the parties will attempt to resolve the dispute at the workplace level. Where appropriate, this may involve discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 42.3 A party may refer the dispute to FWC to settle the dispute where:
 - 42.3.1 the dispute cannot be resolved at the workplace level; or
 - 42.3.2 the dispute is not being progressed in a timely manner; or
 - 42.3.3 there are aspects of the dispute which require the dispute to be dealt with urgently; or
 - 42.3.4 the employer and the other party in dispute agree to refer the dispute.

FWC Power to Settle the Dispute

- 42.4 FWC will deal with a dispute by:
 - 42.4.1 mediation or conciliation; and/or
 - 42.4.2 making a recommendation or expressing an opinion; and /or
 - 42.4.3 if the dispute remains unresolved, arbitration.
- 42.5 Without limiting any powers available under the Fair Work Act 2009, FWC may exercise the procedural powers in relation to conferences, hearings, evidence and submissions which are necessary to effectively settle the dispute.
- 42.6 Subject to clause 42.7 below, a decision of FWC under this dispute resolution procedure will bind the parties.

Appeal

- 42.7 Notwithstanding clause 42.6, either party may exercise a right of appeal against the decision to a Full Bench.

Representation

- 42.8 At any stage in this dispute resolution procedure, an employee may appoint another person, a union, organisation or association to accompany and/or represent them for the purposes of this clause.

Status Quo

42.9 Where practicable, the parties will respect the status quo while the matter is resolved, provided that changes required by the client or regulator may be implemented despite the existence of a dispute. ISS may direct an employee to perform different work or work at a different location, on full pay, if it is reasonable to do so to protect the safety, health or welfare of another employee or employees.

Breach of Agreement

42.10 Nothing in this procedure prevents a party from enforcing this Agreement in a court.

43 CONSULTATION

43.1 If ISS is seriously considering major workplace changes that are likely to have a significant effect on the employees covered by this Agreement, ISS must consult with any employees who will be affected by the decision and their representatives, if any, and the Union.

43.2 As soon as practicable ISS must discuss with the relevant employees and their representatives, if any, and the Union the introduction of the change; and the effect the change is likely to have on the employees. ISS must discuss measures to avert or mitigate the adverse effect of the change on the employees.

43.3 For the purposes of the discussion ISS will provide the relevant employees and their representatives, if any, and the Union in writing:

43.3.1 all relevant information about the change including the nature of the change proposed; and

43.3.2 information about the expected effects of the change on the employees; and

43.3.3 any other matters likely to affect the employees.

However, ISS is not required to disclose confidential or commercially sensitive information.

43.4 Where ISS proposes to alter an employee's hours of work or change an employee's regular roster, ISS must, in addition to any other obligations in this clause:

43.4.1 Invite the employees and their representatives, if any, and the Union to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and

43.4.2 Consider any views given by the relevant employees and their representatives, if any, and the Union about the impact of the change.

43.5 ISS must give prompt and genuine consideration to matters raised about the major change by the relevant employees and their representatives, if any, and the Union.

43.6 As soon as a final decision has been made, ISS must notify the employees affected and their representatives, if any, and the Union, in writing, and explain the effects of the decision.

43.7 The parties must act in good faith in relation to the consultation process provided in this clause.

43.8 In this clause:

'Good faith' includes obligations to meet, disclose relevant information, genuinely consider proposals and respond with reasons, and to refrain from capricious or unfair conduct that undermines consultation.

"A major change is likely to have a significant effect on employees" if it results in:

43.8.1 the termination of the employment of employees; or

43.8.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or

43.8.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

43.8.4 the alteration of hours of work, including (but not limited to) alterations to an employee's regular roster or ordinary hours of work; or

43.8.5 the need to retrain employees; or

43.8.6 the need to relocate employees to another workplace;

43.8.7 the restructuring of jobs.

43.9 The relevant employees may appoint a representative, which may include the Union, for the purposes of consultation. If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation and advises ISS of the identity of the representative, ISS must recognise the representative.

44 SIGNATORIES

Signed for and on behalf of ISS Security Pty Ltd

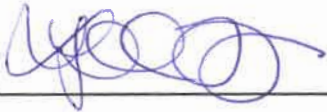


Name: Phil Brezzo

Address: Level 18, 485 La Trobe Street, Melbourne Vic 3000

Authority to sign: Director Transport & Infrastructure

Signed for and on behalf of employees



Name: Lyndal Ryan

Address: Unit 15/71 Leichhardt St Kingston ACT 2604

Authority to sign: Executive Director United Workers Union

SCHEDULE 1 – CLASSIFICATION DESCRIPTIONS

Classifications for employees working under this Agreement are as follows:

- S1.1 "Aviation Security Officer Level 1" is a person employed as a probationary or trainee aviation screening operator or an employee performing non-screening security duties or who carries out screening duties for less than 30% of their usual rostered duties.
- S1.2 "Aviation Security Officer Level 2" is a person employed as an Aviation Screening Officer or an employee who has current aviation screening qualifications who is rostered to carry out aviation screening operator duties for not less than 30% of their usual rostered duties. Such person may be required to supervise Level 1 officers.
- S1.3 "Aviation Security Officer Level 3" is a person working in Ramp, and or having current qualifications as an Aviation Screening Officer Level 2, and who carries out the following duties, not directly associated with Aviation Screening.
- S1.3.1 Monitoring, recording, inputting information, reacting to signals and instruments relating to electronic surveillance of any kind within a central station.
 - S1.3.2 Keyboard operations to alter the parameters within an integrated intelligent building management and/or security system;
 - S1.3.3 Co-ordination, monitoring or recording of the activities of Aviation Security officers utilising verbal communications systems within a central station;
 - S1.3.4 May be required to perform Level 1 and/or Level 2 duties from time to time without loss of pay.
- S1.4 "Aviation Security Officer Level 4" is a person with current qualifications as a Level 2 employee who carries out the duties of a Team Leader, Gate 39 or adhoc Gates 3, 22 and Escort 2IC whilst they are in full operation. Full operation at the adhoc gates is when the gate has a requirement for greater than or equal to 6 staff members.
- S1.5 "Aviation Security Officer Level 5" is a person with current qualifications as a Level 2 employee who is appointed as, and carries out the duties of, a Team Leader supervising 15 or more people, or Gate 27 whilst in full operation.
- S1.6 "Team Leader" means an employee who carries out and is responsible for:
- S1.6.1 co-coordinating the work of Aviation Security Officers in teams as directed;
 - S1.6.2 co-coordinating, monitoring or recording the activities of Aviation Security officers utilising verbal communications systems;
 - S1.6.3 undertaking administrative and recording duties as directed;

S1.6.4 scheduling workflow patterns, rostering arrangements, scheduling of breaks, monitoring and co-ordination of trainees and other training requirements, maintenance of training records, ensuring compliance with ISS and customer policies and procedures as defined.

S1.7 "Aviation Screening Officer" means an employee employed as an Aviation Security Officer and who holds and maintains current qualifications in passenger security screening.

SCHEDULE 2 – RATES OF PAY AND ALLOWANCES

S2.1 Wage Rates

S2.1.1 Full-time/Part-time

	Ordinary Hours	Public Holidays	Overtime (where worked Monday to Friday up to 8 hours per fortnight)	Overtime (where worked Saturday or Sunday or if over 8 hours per fortnight Monday to Friday)
Level 1	\$43.34	\$69.59	\$46.65	\$64.89
Level 2	\$46.10	\$72.30	\$49.54	\$69.10
Level 3	\$46.60	\$72.87	\$49.80	\$69.91
Level 4	\$48.33	\$74.59	\$51.55	\$72.57
Level 5	\$50.42	\$76.45	\$53.71	\$74.58

S2.1.2 Casual

	Ordinary Hours	Weekend and Public Holidays	Casual Weekday Overtime	Casual Weekend Overtime
Level 1	\$46.65	\$64.68	\$50.15	\$64.68
Level 2	\$49.54	\$68.51	\$53.25	\$68.51
Level 3	\$49.80	\$69.94	\$53.54	\$69.94

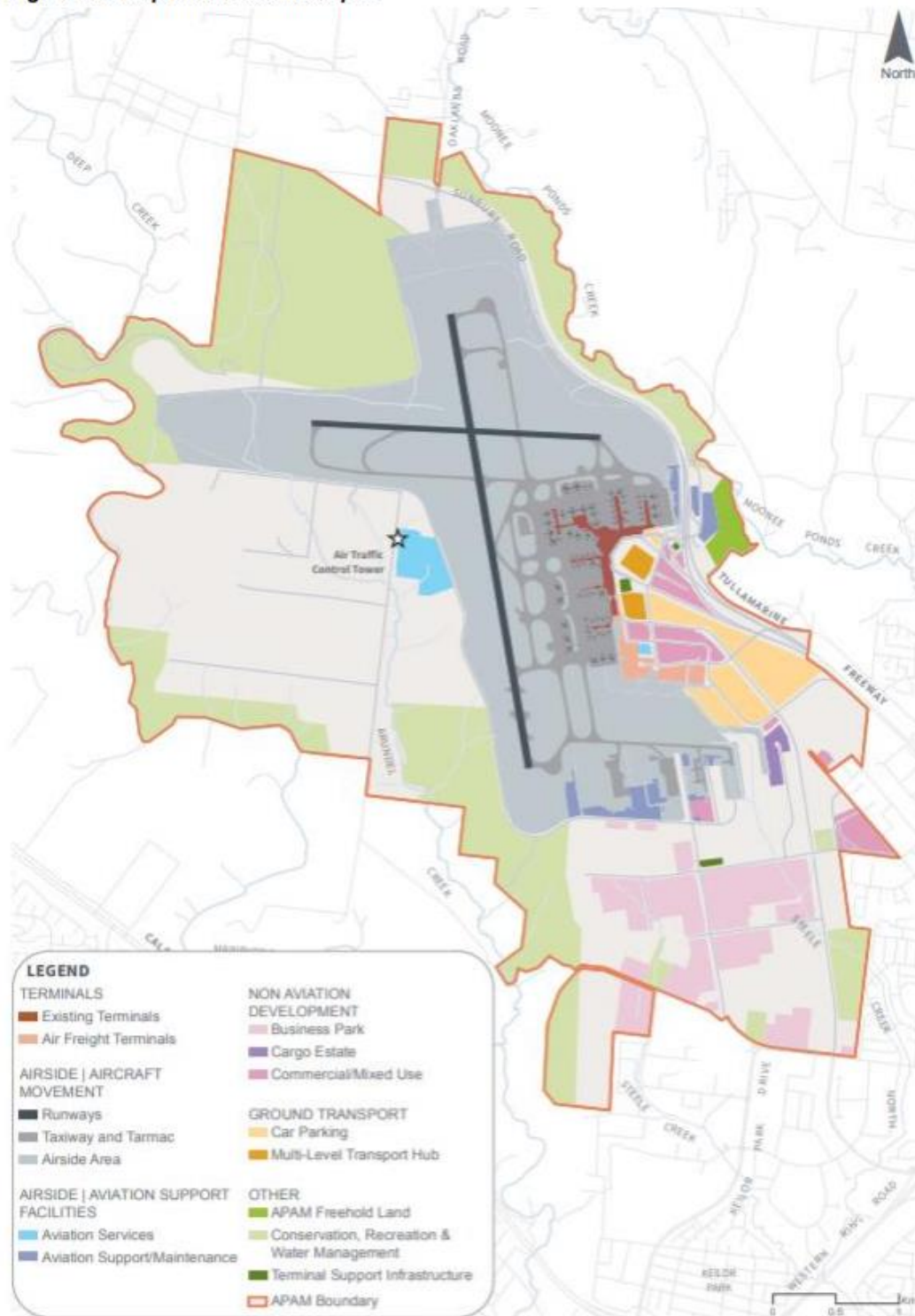
S2.2 Allowances

Allowances	Period	Amount
Level 2 First Aid	per Shift	\$4.16
	per Week	\$20.80
Level 3 First Aid	per Shift	\$5.43
	per Week	\$27.15
Specialised First Aid	per Shift	\$7.31
	per Week	\$36.55
Training	Per Hour	\$1.59

SCHEDULE 3 – MELBOURNE AIRPORT

MELBOURNE AIRPORT

Figure 2.2: Map of Melbourne Airport



SCHEDULE 4: WORKPLACE DELEGATES RIGHTS

Schedule 4 provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

In Schedule 4

- (a) Employer means the employer of the workplace delegate;
- (b) Delegate's organisation means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected;
- (c) Eligible employees means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise;
- (d) employee organisation has the meaning given by section 12 of Act;
- (e) enterprise has the meaning given by section 12 of the Act; and
- (f) workplace delegate has the meaning given by section 350C(1) of the Act.

Before exercising entitlements under Schedule 4, a workplace delegate or employee organisation must give the Employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the Employer with evidence that would satisfy a reasonable person of their appointment or election.

Right of representation

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- (a) consultation about major workplace change;
- (b) resolution of disputes;
- (c) disciplinary processes;
- (d) in connection with enterprise bargaining being conducted by the workplace delegate's employee organisation under section 176(1)(b) of the Act;
- (e) any process or procedure within the enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

Entitlement to reasonable communication

- (a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under Right of Representation. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- (b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

Entitlement to reasonable access to the workplace and workplace facilities

- (a) The Employer must provide a workplace delegate with reasonable access to or use of workplace facilities.
- (b) The Employer is not required to provide access to or use of a workplace facility under this clause if:
 - (i) the workplace does not have the facility;
 - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

Entitlement to reasonable access to training

The Employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (a) In each year commencing 1 July, the Employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees
- (b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - (i) full-time or part-time employees; or
 - (ii) regular casual employees.
- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (d) The workplace delegate or employee organisation must give the Employer not less than 5 weeks' notice (unless the Employer and delegate or employee organisation agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) If requested by the Employer, the workplace delegate or employee organisation must provide the employer with an outline of the training content.
- (f) The Employer must advise the workplace delegate and employee organisation not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (g) The workplace delegate or employee organisation must, within 7 days after the day on which the training ends, provide the Employer with evidence that would satisfy a reasonable person of their attendance at the training.

Exercise of entitlements under Schedule 4

- (a) A workplace delegate's entitlements under Schedule 4 are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (i) comply with their duties and obligations as an employee;
 - (ii) comply with the reasonable policies and procedures of the Employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources
 - (iii) not hinder, obstruct or prevent the normal performance of work; and
 - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b) Schedule 4 does not require the Employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (c) Schedule 4 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

Note: Nothing in Schedule 4 prevents the Employer and an employee organisation mutually agreeing to additional or more beneficial rights for its workplace delegates than those provided for in Schedule 4.