

# **SECURECORP PROTECTIVE SERVICES PTY LTD AND UNITED WORKERS UNION VICTORIAN STATE GOVERNMENT AGREEMENT 2024.**

This document details, explains and compares key clauses of the proposed enterprise agreement to the Modern Award currently applying to your employment, Security services Industry Award 2020.

We have used a simple traffic light system to indicate whether the clause is:

- More favourable than the Award - GREEN
- Neutral when compared to the Award- YELLOW
- Less favourable than the Award- RED

**You will see that there is nothing about the proposed agreement that is less favourable than the Security Services Award 2020.**

Please note that the term “Agreement” outlined in this document refers to the proposed Securecorp Protective Services Pty Ltd and the United Workers Union Victorian State Government Agreement 2024.

**TABLE 1 – EXPLANATION BY CLAUSE NUMBER OF THE PROPOSED AGREEMENT .**

Clause Number in proposed Agreement	Clause Title	Comment/ Effect on EA Provision	Was the issue Covered in the <i>Security Services Award 2020</i> ?	If Yes, Award Clause No.	If YES, is EA more fav/ neutral/ less fav for employees?
Clause 1	Tittle	This Agreement is the <i>Securecorp Protective Services Pty Ltd and United Workers Union Victorian State Government Agreement 2024</i> .	YES	1	NEUTRAL
Clause 2	Commencement	The Agreement will operate from seven (7) days after the Agreement is approved by the Fair Work Commission. The nominal expiry date of this Agreement will be 2 years from the date of approval. However, the Agreement will continue to operate until it is replaced or terminated by approval in accordance with the Act.	YES	1	NEUTRAL
Clause 3	Definitions	Clause 3 of the Agreement provides definitions for specific terms used in the proposed Agreement to assist readers to understand and interpret the provisions. If you have any doubt about any meaning of a word in the agreement, you can refer to this section for guidance which helps make provide clear transparency.	YES	2	NEUTRAL
Clause 4	Coverage and application	The parties covered by this Agreement are: the Employer; the Employees; and the Union.	No	4	MORE FAVOURABLE

		<p>This Agreement applies to and covers the Employer and its security services employees engaged in the classifications outlined in <b>Schedule A</b> who perform work for the Employer at worksites covered by the State Government of Victoria's Security Services State Purchase Contract (<b>'the SPC'</b>).</p> <p>At the time this Agreement is made, this includes the following worksites:</p> <p>4.2 National Gallery Victoria ('NGV');</p> <p>4.2.1 State Library of Victoria ('SLV');</p> <p>4.2.3 Great Ocean Road and Parks Authority</p> <p>4.2.4 Bullen Park and Ride</p> <p>4.2.5 Melbourne Centre and Exhibition Centre</p> <p>4.2.6 Phillip Island Nature parks</p> <p>4.2.7 Public Records of Victoria</p> <p>4.2.8 Victorian Curriculum and Assessment Authority</p> <p>4.2.9 Victorian Electoral Commission</p> <p>4.3 Melbourne Polytechnic</p>			
Clause 5	No further Claims	This clause outlines that the agreement represents the entirety of the agreement between the parties and that no further claims in respect to terms and conditions can be made by either party until the	NO		NEUTRAL

		renegotiation of the new enterprise agreement to replace this agreement after the expiry date.			
Clause 6	Interaction between this Agreement and the NES	<p>The provisions of the NES applies to employees and is to be read in conjunction with the Agreement. The NES will prevail to the extent of any inconsistency.</p> <p>The effect of clause 6 is that during the operation of the Agreement, employees will never be “worse off” than the NES.</p>	NO		<b>MORE FAVOURABLE</b>
Clause 7	Interaction with the Award	<p>The terms and conditions of this Agreement shall be read and interpreted in conjunction with the <i>Security Services Award 2020</i>, but the Award is not incorporated into this Agreement.</p> <p>Where there is an inconsistency between the Agreement and the Award, the Agreement will prevail to the extent of the inconsistency.</p>	NO		<b>MORE FAVOURABLE</b>
Clause 8	Access to the agreement and the NES	The Employer must ensure that copies of this Agreement and the NES are available to all Employees	NO		<b>NEUTRAL</b>
Clause 9	Individual Flexibility Arrangements	<p>An employee may enter into an individual flexibility agreement subject to specific terms outlined in the clause.</p> <p>Despite anything else in this Agreement, the Employer and an individual Employee may agree to make an</p>	YES	5	<b>NEUTRAL</b>

individual flexibility arrangement ('**IFA**') to vary the effect of the terms of this Agreement.

The IFA deals with 1 or more of the following matters:

- a) arrangements for when work is performed;
- b) overtime rates;
- c) penalty rates;
- d) allowances;
- e) annual leave loading.

The arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph 9.1.1 above; and

The arrangement is genuinely agreed by the Employer and Employee.

Clause 10	Request for flexible working arrangements	Section 65 of the Act provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in section 65(1A). Clause 10 of the Agreement supplements or deals with matters incidental to the NES provisions.	YES	6	NEUTRAL
Clause 11	Relationship with the UJU	United Workers Union ('UJU') is recognised as the union with coverage of employees covered by this Agreement.  This clause outlines the recognition of delegates, new starters, facilities, education and trade union and notice board. The clause provides specific definitions and applications of those rights in plain english.	NO		MORE FAVOURABLE
Clause 12	Types of employment	Types of Employment – Full time, Part Time and casual mirrors the Award definitions in regard to the characterisation of employee types.	YES	Part 2- Clause 8	NEUTRAL
Clause 13	Classifications	Classifications contained in the Agreement are outlined in Schedule 1, which mirror the Award definitions as contained in Schedule A- Classification Definitions of the <i>Security Services Award 2020</i> .	YES	12	NEUTRAL
Clause 14	Job security	The Agreement provides a commitment that the Employer is committed to maximising full-time employment where practicable and maximising part-time average weekly hours.	NO		MORE FAOURABLE

		<p>The agreement also provides that any labour hire will be paid no less than the rates of pay, and allowances prescribed within the Agreement. This commitment is provided within the Agreement without a labour hire arrangement order being required.</p> <p>Clause 14 does not exist in the <i>Security Services Award 2020</i> and provides an additional benefit to employees.</p>			MORE FAVOURABLE
Clause 15	Ordinary Hours of Work	The Hours of Work clause contained in the Agreement is consistent and mirrors clause 13 of the <i>Security Services Award 2020</i> .	YES	13	NEUTRAL
Clause 16	Rostering	The Rostering clause contained in the Agreement is consistent and mirrors clause 13.5 of the <i>Security Services Award 2020</i> .	YES	13.5	NEUTRAL
Clause 17	Breaks	The Breaks clause contained in the Agreement is consistent and mirrors clause 14 of the <i>Security Services Award 2020</i> .	YES	14	NEUTRAL
Clause 18	Minimum rates	Clause 18 of the Agreement introduces the “safeguard rates” terminology which practically means that where a business procuring security services (the <b>Client</b> , being the State of Victoria through the Department of Treasury and Finance ) engages the Employer under the SPC and funds “Safeguard Rates” which are higher than the rates contained in this Agreement, the Employer will pass on those “Safeguard Rates” to the extent that the Employee is engaged to perform work on that	NO		MORE FAVOURABLE

		<p>particular site. The coverage and application of the SPC are contained in clause 4.2 of the Agreement.</p> <p><b>Clause 18 refers to Safeguard rates – B2.1 which provides employees ordinary and penalty rates at 6% above the <i>Security Services Award 2020</i>.</b></p> <p>For the life of the Agreement, the wages and allowances in this Agreement in respect of Employees will be increased in line and at the same time as any increase under either:</p> <p><b>18.3.1.1</b> the <i>Security Services Industry Award 2020</i>, as varied from time to time, or replaced;  <b>18.3.1.2</b> the “Safeguards Rates” (see clause 18.2).</p> <p><b>The “SPC Safeguard rates” is a condition that remunerates at 6% ABOVE the <i>Security Services Award 2020</i>.</b></p>			
Clause 19	Payment of Wages	<p>The Payment of wages clause contained in the Agreement is consistent with Clause 16-16.3 of the <i>Security Services Award 2020</i>.</p> <p>The Agreement also outlines in clause 19.4 the commitment that the business shall provide employee secure access to view their leave accrued entitlements via the employer’s workforce management system (Kronos) for simplicity, efficiency and record keeping.</p>	YES	16	<b>MORE FAVOURABLE</b>



Clause 20	Allowances	This clause within the Agreement and all associated 'allowances' mirrors clause 17 of the <i>Security Services Award 2020</i> .	YES	17	NEUTRAL
Clause 21	Superannuation	The operative provisions of the Agreement are the same terms of the <i>Security Services Award 2020</i> clause 18, which deal with Superannuation.	YES	18	NEUTRAL
Clause 22	Overtime	The Agreement provides for overtime and penalty rates payable to employees when they work at particular times. This clause is consistent and mirrors clause 19-Overtime in the <i>Security Services Award 2020</i> . The overtime schedule for full time, part time and casual is contained in the Agreement on clause 22-Table 3- Overtime Rates and mirrors the conditions in the <i>Security Services Award 2020</i>	YES	19	NEUTRAL
Clause 23	Penalty Rates	The Agreement provides for penalty rate percentages on clause 23- Table 5- "Penalty Rates" that mirrors the conditions in the <i>Security Services Award 2020</i> .	YES	20	NEUTRAL
Clause 24	Uniforms and Equipment	The clause of the Agreement outlines that if the Employer requires an Employee to wear a uniform, the Employer must supply the Employee with the uniform or reimburse the Employee for the cost of purchasing it. This clause is consistent with clause 17.10 (b) of the <i>Security Services Award 2020</i> .	YES	17.10 (B)	NEUTRAL

Clause 25	Access to amenities	The agreement outlines essential amenities to be available for all employees.	NO		NEUTRAL
Clause 26	Licensing	The Agreement provides that a guard must hold the appropriate licence who perform security duties and clause 26.4 and 26.5 of the Agreement provides an agreed process of where a licence may have been revoked, suspended or refused.	YES	12.3	NEUTRAL
Clause 27	Annual leave	<p>Annual leave is the Agreement mirrors clause 21 of the <i>Security Services Award 2020</i> and refers to the NES for the entitlement which excludes casual employees.</p> <p>Employees are entitled to 4 weeks of paid annual leave or 5 weeks of paid personal leave if they are a shift worker. This entitlement is the same as the Award.</p> <p>The Agreement also outlines matters of Temporary Close Down, Excessive Leave, cashing out leave and the Payment of Leave in Termination. All provisions in the Agreement refer to the NES and mirrors the <i>Security Services Award 2020</i>.</p>	YES	21	NEUTRAL
Clause 28	Personal/Carers/Compassionate Leave	The Agreement refers to NES which is consistent with the <i>Security Services Award 2020</i> .	YES	22	NEUTRAL
Clause 29	Parental leave	The Agreement refers to the NES which is consistent with the <i>Security Services Award 2020</i> .	YES	23	NEUTRAL
Clause 30	Community service leave	The Agreement refers to the NES which is consistent to the <i>Security Services Award 2020</i> .	YES	24	NEUTRAL
Clause 31	Family and domestic violence leave	The Agreement refers to the NES which is consistent to <i>the Security Services Award 2020</i> .	YES	25	NEUTRAL

Clause 32	Public Holidays	The Agreement refers to the NES which is consistent to the <i>Security services Award 2020</i> .	YES	26	NEUTRAL
Clause 33	Long service Leave	The Agreement provides that an employee is entitled to long service leave in accordance with the provisions of Long Service Benefits Portability Act 2018 (Vic), as varied, amended, or replaced.	Not Specifically. Refers to NES.		NEUTRAL
Clause 34	Consultation clause	<p>Clause 34 of the Agreement operates in addition to clause 27- Consultation and Dispute Resolution of the <i>Security Services Award 2020</i>.</p> <p>The Agreement provides that where an Employer makes a definite decision to make major workplace changes that are likely to have a significant effect on the Employees covered by this Agreement, the Employer must consult with any Employees who will be affected by the decision and their representatives, if any, and the Union.</p> <p>The Agreement provides any affected Employee(s) and their representatives, if any, and the Union with information regarding the proposed change in writing.</p>	YES	27	NEUTRAL

Clause 35	Consultation Committee	The Agreement sets out a formal structure for establishment of <b>consultative committee meetings</b> between management, representatives and the union which records shall be formally distributed to committee members and is to occur no less than four times per year. These structured consultation meetings are currently not contained within the <i>Security Services Award 2020</i> .	NO		<b>MORE FAVOURABLE</b>
Clause 36	Change of contract	Clause 36 outlines the steps taken if Securecorp decides not to renew or is notified that the contract is likely to be terminated. It provides a mechanism to assist employees to obtain alternative employment (either with Securecorp or the incoming contractor) and to understand employee entitlements. Clause 36 is the same terms as set out in clause 29 of the <i>Security Services Award 2020</i> .	YES	29	<b>NEUTRAL</b>
Clause 37	Dispute resolution clause	Clause 41 of the Agreement is the same as the Model Term for dealing with disputes for enterprise agreements provided for at schedule 6.1 of the Fair Work Act Regulations 2009.	YES	30	<b>NEUTRAL</b>

		The Agreement sets out a process for resolving disputes about matters arising under the Agreement or the NES. In similar terms to the Award in that it requires the parties to try to resolve the issues at the workplace level, in the first instance, then allows either party to refer the matter to the Commission if workplace resolution fails.	YES	30	NEUTRAL
Clause 38	Termination of employment	Clause 38.1 of the Agreement outlines the notice periods to be given where an employee's employment is terminated and refers to the NES and sections 119 and 123 of the Act. The notice of termination provisions are also contained within clause 31 of the <i>Security Services Award 2020</i> and is consistent with the Agreement.	YES	31	NEUTRAL
Clause 39	Redundancy	Clause 39 of the Agreement outlines redundancy pay is provided in the NES and sections 119 and 123 of the Act. This is consistent with the <i>Security Services Award 2020 clause 32</i> .	YES	23	NEUTRAL
B.2.1	Safeguard Rates	These are the SPC rates of pay for full time, part time and casual employment and are 6% above the <i>Security Services Award 2020</i> and will continue to remain above the Award each year when the Award rates are adjusted on or after 1 July in accordance with the National Wage decision set by the Fair Work Commission.	NO		MORE FAVOURABLE 6% HIGHER WAGES ABOVE THE AWARD