



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

MSS Security Pty Limited, T/A MSS Security
(AG2025/12)

MSS SECURITY ESSO GIPPSLAND SITES SECURITY OFFICERS ENTERPRISE AGREEMENT 2024

Security services

COMMISSIONER MIRABELLA

MELBOURNE, 14 APRIL 2025

*Application for approval of the MSS Security ESSO Gippsland Sites Security Officers
Enterprise Agreement 2024*

[1] MSS Security Pty Limited, T/A MSS Security, (the Employer) has made an application for approval of an enterprise agreement known as the MSS Security ESSO Gippsland Sites Security Officers Enterprise Agreement 2024 (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (Cth) (the FW Act). The Agreement is a single enterprise agreement.

[2] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) made a number of changes to enterprise agreement approval processes in Part 2-4 of the FW Act, that commenced operation on 6 June 2023. The notification time for the Agreement was 10 May 2024 and the Agreement was made on 16 December 2024. Accordingly, both the genuine agreement and the better off overall test requirements are those applying on and from 6 June 2023.

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

[4] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying declaration, I am satisfied that each of the requirements of sections 186, 187, 188 and 190, as are relevant to this application for approval, has been met.

[5] I observe that the following provisions are likely to be inconsistent with the National Employment Standards (the NES):

- Clause 27: Compassionate leave

- Clause 36: Abandonment of employment

[6] However, I am satisfied that the Employer's written undertaking in Annexure A means that the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[7] The Agreement is approved and, in accordance with s.54, will operate from 21 April 2025 (7 days after agreement is approved). The nominal expiry date of the Agreement is 30 June 2028.



COMMISSIONER

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<AE528647 PR786064>

Annexure A

THE FAIR WORK COMMISSION

FWC Matter No.: AG2025/12

Applicant: MSS Security Pty Ltd



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Port Melbourne VIC 3207
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www.msssecurity.com.au

Re: Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Jamie Adams, Executive General Manager – Victoria & Tasmania, have the authority given to me by MSS Security Pty Ltd to give the following undertakings with respect to the MSS Security ESSO Gippsland Sites Security Officers Enterprise Agreement 2024 ("the Agreement"):

Terms of the Agreement

Clause 37 Investigations

In circumstances where an employee is stood down pending the outcome of an investigation into an allegation or allegations of misconduct or neglect of duty, that employee will continue to be paid in full for their usual rostered hours at their full rate of pay whilst stood down.

National Employment Standards

MSS Security Pty Ltd undertakes that the following clauses will operate subject to the National Employment Standards (NES), unless otherwise specified:

- Clause 27 Compassionate Leave, in that the entitlement to compassionate leave will be provided in accordance with Section 105(1)(b) and Section 105(1)(c) of the FW Act.
- Clause 36 Abandonment of Employment, in that the entitlement to notice of termination of employment in circumstances of abandonment of employment, will be provided in accordance with Section 117 of the FW Act.

BOOT

Loaded Rates

MSS Security Pty Ltd undertakes that Casual Employees will be paid a loaded hourly rate of \$66.36 for regular hours worked on Sundays, contained in Schedule A:



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SCHEDULE A – Hourly Rates

	1 st Full Pay Period After Majority 'Yes' vote declared	1 July 2025	1 July 2026	1 July 2027
	Hourly	Hourly	Hourly	Hourly
Site Security Officer (in training)	\$31.60	\$33.18	\$34.84	\$36.58
Permanent Unloaded Rate	\$33.18	\$34.84	\$36.58	\$38.04
Casual Unloaded Rate	\$40.89	\$42.93	\$45.08	\$46.88
Permanent Fixed Dayshift Longford	\$40.05	\$42.05	\$44.15	\$45.92
Permanent Rotating Shifts Longford Main Gate	\$50.34	\$52.85	\$55.50	\$57.72
Permanent Rotating Shifts Longford Heliport	\$50.05	\$52.56	\$55.18	\$57.39
Permanent Fixed Dayshift Long Island Point	\$40.05	\$42.05	\$44.15	\$45.92
Permanent Rotating Shifts Long Island Point	\$51.29	\$53.85	\$56.55	\$58.81
Casual All Sites	\$55.19	\$57.95	\$60.84	\$63.28
Casual All Sites Sunday	\$66.36	\$69.68	\$73.16	\$76.09
Overtime	\$66.36	\$69.68	\$73.16	\$76.09
Public Holidays All Sites	\$83.23	\$87.40	\$91.76	\$95.44

Overtime

MSS Security Pty Ltd undertakes that all over time hours set out in clause 12 Reasonable Additional Hours Overtime (Overtime), specifically clause 12.1 - clause 12.13, will be paid at the Overtime Rate in Schedule A – Hourly Rates.



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These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Jamie Adams
Executive General Manager – Victoria & Tasmania

Signature

A handwritten signature in blue ink, appearing to be 'J Adams', written over a light blue rectangular background.

Date 25th February 2025



MSS SECURITY PTY LTD ABN 28 100 573 966

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

MSS Security

ESSO Gippsland Sites

Security Officers

Enterprise Agreement

2024

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1. TITLE

- 1.1. This agreement shall be known as the MSS Security ESSO Gippsland Sites Security Officers Enterprise Agreement 2024 ("**Agreement**").

2. PARTIES TO THE AGREEMENT

- 2.1. This agreement shall cover ("**the parties**");
- 2.2. MSS Security Pty Ltd (ABN 29 100 573 966) ("**MSS**" or "**the Company**").
- 2.3. All MSS employees in Victoria who are employed as Site Security Officers ("**the employees**") to provide security services at the following sites:
- 2.3.1. Terminal ESSO Longford Gas Plant;
- 2.3.2. ESSO Longford Heliport;
- 2.3.3. ESSO Long Island Point.

3. AGREEMENT INTERPRETATION AND DEFINITIONS

- 3.1. A reference to legislation (including sub-ordinate legislation) is to that legislation as amended, re-enacted, or replaced, and includes any subordinate legislation issued under it.
- 3.2. A singular word includes the plural and vice versa e.g. the employees include an employee.
- 3.3. "**FWC**" means Fair Work Commission.
- 3.4. "**The Act**" means the *Fair Work Act 2009* (Cth).
- 3.5. "**NES**" means the National Employment Standards.

4. DATE OF OPERATION OF AGREEMENT

This Agreement will come into operation seven (7) days after approval by FWC and will have a nominal expiry date of 30 June 2028.

5. NO EXTRA CLAIMS

The parties agree that they will not pursue any extra claims for any matters covered by this agreement for the nominal life of this agreement.

6. THE EMPLOYMENT RELATIONSHIP

6.1. Employment Categories

Employees working under this Agreement may be engaged in any one of the following categories:

- Permanent (Full-time or Part-time); or
- Casual.

6.2. The Company will advise employees of the terms and conditions under which they are employed prior to the appointment; in particular whether they are full-time, part-time, or casual.

6.3. **Permanent Employees**

Permanent employees will be paid the rates contained in Schedule A.

Full time Employees

6.4. The Company may employ full-time employees in any classification in this Agreement. A full-time employee is an employee who works an average of 36 hours as provided for in Clause 10 below, plus reasonable additional hours per week.

6.5. **Part-time Employees**

6.6. A regular part-time employee is an employee who:

6.6.1. works less than full-time hours of 36 per week; and

6.6.2. has reasonably predictable hours of work; and

6.6.3. will be engaged for a minimum number of hours per week which will be agreed to and documented at the time of employment. Additional hours above the agreed minimum hours may be offered as reasonable additional hours; and

6.6.4. receives, on a pro-rata basis, equivalent pay, and conditions to those of full-time employees who do the same kind of work.

6.7. A regular part-time employee will be engaged for a minimum of four consecutive hours on any shift.

6.8. An employee who does not meet the definition of a regular part-time employee and who is not a full-time employee will be employed as a casual employee.

6.9. **Casual Employees**

6.9.1. A casual employee is an employee who is engaged and paid as such but will not include a part-time or full-time employee.

6.9.2. Casual employees will be paid the rates contained in Schedule A, such rates fully inclusive of all allowances and casual loading.

6.9.3. Casual employees will not be entitled to:

(a) Notice of termination;

(b) Redundancy;

(c) Annual Leave;

(d) Paid Personal/Carers Leave;

(e) Parental Leave (except eligible casual employees as defined in accordance with the NES);

- (f) Paid Family Violence Leave;
- (g) Shift work allowances – permanent night shift;
- (h) Accident make-up pay;
- (i) Jury service (other than “**eligible casuals**” as defined by clause 31.2).

7. INDICATIVE DUTIES OF A SITE SECURITY OFFICER (IN TRAINING)

- 7.1. A Site Security Officer (in training) is a new Site Security Officer undergoing initial training to complete the modules and requirements set by ESSO sites to be fully competent to act in the role of Site Security Officer.
- 7.2. A Site Security Officer (in training) at the ESSO sites holds at least a Certificate II in Security Operations and works to the level of their skills, competence, and training.
- 7.3. A Site Security Officer at the ESSO sites:
 - 7.3.1. trains and performs work under supervision of a designated trainer who provides training to new employees during their induction and orientation phase;
 - 7.3.2. works with their designated trainer to understand and work from complex instructions and procedures;
 - 7.3.3. exercises good interpersonal and communications skills;
 - 7.3.4. exercises the required level of computer skills; and
 - 7.3.5. exercises appropriate discretion within the scope of their position.
- 7.4. Indicative of the tasks which an employee will be training in by their designated trainer and may be required to perform are the following:
 - 7.4.1. control of movement of persons, vehicles, stock and material at gatehouses and similar locations utilising monitoring and operating computer-based systems requiring data input, including manipulation of spread sheet-based computer programs or other advanced monitoring system;
 - 7.4.2. monitor and operate, under supervision, building operation systems terminating at a visual display unit or computerised printout, including the monitoring of complex fire alarms, water towers / chillers, temperatures and other similar building or plant operational system functions;
 - 7.4.3. monitor and act upon walk through electromagnetic detectors; and/or monitor, interpret and act upon screen images using x- ray imaging equipment;
 - 7.4.4. recording and/or reporting security incidents or matters on a computer-based system;
 - 7.4.5. patrol in a vehicle an establishment or two or more separate establishments or sites, which are part of the ESSO facilities at a particular location or locations;
 - 7.4.6. provide safety induction to employees, contractors, or visitors to the site.

8. INDICATIVE DUTIES OF A SITE SECURITY OFFICER

- 8.1. A Site Security Officer at the ESSO sites holds at least a Certificate II in Security Operations and works to the level of their skills, competence, and training.
- 8.2. A Site Security Officer at the ESSO sites:
 - 8.2.1. performs work independently under limited supervision either individually or in a team environment;
 - 8.2.2. works from complex instructions and procedures;
 - 8.2.3. exercises good interpersonal and communications skills;
 - 8.2.4. exercises the required level of computer skills;
 - 8.2.5. assists in the provision of on-the-job training; and
 - 8.2.6. exercises appropriate discretion within the scope of their position.
- 8.3. Indicative of the tasks which an employee may be required to perform are the following:
 - 8.3.1. control of movement of persons, vehicles, stock and material at gatehouses and similar locations utilising monitoring and operating computer-based systems requiring data input, including manipulation of spread sheet-based computer programs or other advanced monitoring system;
 - 8.3.2. monitor and operate, under supervision, building operation systems terminating at a visual display unit or computerised printout, including the monitoring of complex fire alarms, water towers / chillers, temperatures and other similar building or plant operational system functions;
 - 8.3.3. monitor and act upon walk through electromagnetic detectors; and/or monitor, interpret and act upon screen images using x- ray imaging equipment;
 - 8.3.4. recording and/or reporting security incidents or matters on a computer-based system;
 - 8.3.5. patrol in a vehicle an establishment or two or more separate establishments or sites, which are part of the ESSO facilities at a particular location or locations.
 - 8.3.6. provide safety induction to employees, contractors, or visitors to the site.

8.4. Incidental duties

Despite the above clause 8, a Site Security Site Officer is to perform duties incidental to the tasks of a Site Security Officer within the employee's level of skill, competence, and training.

9. LICENSES

- 9.1. All employees engaged under this Agreement are required to hold a relevant security licence in accordance with the *Private Security Act 2004* (Vic) ("PSA"). The rates of pay contained in clause 6 (Schedule A) of this Agreement are inclusive of skills acquired in accordance with the provisions of the PSA or any other applicable legislation.
- 9.2. Any employee, whose security license is cancelled in accordance with the provisions of the PSA or any other applicable legislation, will be deemed to have breached the employment

agreement and their employment may be terminated by the Company in accordance with the provisions of clause 39 below of this Agreement.

- 9.3. The Company will use its best endeavours to notify the employee of the pending expiry date of their Security Licence at least 30 days prior to the expiry date.
- 9.4. Any employee whose Security Licence is expired or suspended may be stood down without pay until they hold and present a valid and current security licence. The Company may allow employees to access their accrued leave entitlements (Annual Leave and/or Long Service Leave) for a period up to 90 days. If the suspension results in the cancellation of the licence, or the period of the suspension or expiration exceeds three (3) months, the provisions of sub-clause 9.2 will apply.
- 9.5. It is a requirement of employees engaged at Longford and Long Island Point to undertake security duties, including performing motor vehicle patrols, from time to time.
- 9.6. Any employee whilst performing patrols in a motor vehicle as part of their regular duties is required to be the holder of an unrestricted Victorian driver's licence, or equivalent issued by that state or territory, to operate a motor vehicle on a public roadway.
- 9.7. Any employee required to perform patrols as per section 9.5, whose Drivers licence is suspended, cancelled or revoked for a period in excess of three(3) months will be deemed to have breached the employment agreement and their employment may be reviewed or terminated by the company in accordance with clause 39 below of this agreement. The company can exercise the option of alternative duties for this duration. Such approval will be provided by the relevant MSS Security Manager after consultation with the Site Supervisor and customer and will not be unreasonably withheld.

10. HOURS OF WORK

10.1. Full Time Employees

- 10.1.1. The ordinary hours of work for a full-time employee will be an average of thirty-six (36) hours per week to be worked over a roster of up to sixteen (16) weeks duration. Consultation with affected employees shall take place prior to extending roster cycles beyond a twenty-eight (28) day consecutive period with the objective of achieving mutual agreement between the Company and affected employees about the length of the roster cycle. Hours to be worked will be in accordance with the roster requirements provided in clause 11 below of this Agreement.
- 10.1.2. These average hours may be achieved by working a minimum of four (4) ordinary hours in anyone (1) week and a maximum of forty-eight (48) ordinary hours in anyone (1) week.

10.2. Part-time Employees

- 10.2.1. The ordinary hours of work for a part-time employee will be, on average, less than thirty-six (36) hours per week which may be required to be worked over a roster cycle of up to sixteen (16) weeks duration. Consultation with affected employees shall take place prior to extending roster cycles beyond a twenty-eight (28) day consecutive period with the objective of achieving mutual agreement between the Company and affected employees about the length of the roster cycle. Hours to be worked will be in accordance with the roster requirements provided in clause 11 below of this Agreement.

- 10.2.2. These average hours may be achieved by working a minimum of four (4) ordinary hours in anyone (1) week and a maximum of forty-eight (48) ordinary hours in anyone (1) week.

10.3. **Casual Employees**

Casual employees will be utilised on an as required basis, subject to a minimum payment of four (4) hours and a maximum shift of twelve (12) hours for each shift.

11. **ROSTERS**

- 11.1. The Company's contract with ESSO involves twenty-four (24) hour, seven (7) day per week services and services specifically structured to meet client requirements. Consequently, flexibility in rostering arrangements is essential to meet the needs of these services.
- 11.2. Fixed Day shift rosters are rosters that commence at or after 6.00 am during weekdays only.
- 11.3. Rotating rosters are rosters which may rotate through either all, or some, of day, afternoon, night, and weekend shifts.
- 11.4. All shifts which may be required to be worked by the Company that are not Fixed Day Shifts will attract the Rotating Shift pay rates at the particular site involved.
- 11.5. Rosters will provide for a minimum of eight (8) hours break between the completion of a rostered shift and the commencement of the employee's next rostered shift.
- 11.6. Employees may be rostered to work on any day of the week on a day, afternoon or night shift basis including rotating or non-rotating shifts, as required to meet operational needs.
- 11.7. No full-time or part-time employee will be rostered to work more than eight (8) consecutive days in a twenty-eight (28) day period other than by agreement. An employee rostered to work for more than eight (8) consecutive days will be rostered off for the next forty-eight (48) hours.

11.8. **Variations to Rosters**

- 11.8.1. Rostering arrangements or an employee's rostered hours may be changed at any time by agreement between the Company and the employee, or to meet the Company's operational requirements subject to the provisions of clause 33.
- 11.8.2. Employees may organise shift swaps between themselves provided such arrangements have been approved in advance by the relevant supervisor. In these circumstances, no overtime or other penalties will be payable by the Company to the employee(s) if such overtime or penalties would not have been payable if the shift swaps had not occurred in the first instance.
- 11.8.3. Without limiting the operation of any part of clause 10 above, MSS and a group of employees may by agreement set different rostering provisions from those referred to in this clause for particular work areas or groups.
- 11.8.4. Once a roster cycle as prescribed by clause 10 above has been determined by the Company and implemented, it shall not be varied until that cycle has been completed, except to meet an emergency due to sickness, or other unexpected and unavoidable cause, or by personal agreement between the Company and the employee concerned. "Unexpected and unavoidable cause" shall include necessary operational requirements of the Company or the ESSO client varying the service levels required of the Company.

11.9. Broken Shifts

11.9.1. Permanent employees may be rostered to work ordinary hours in up to two (2) periods of duty, exclusive of meal breaks, per day, with a minimum payment of three (3) hours for each period of duty.

11.9.2. Payment of an excess fare allowance as provided for in clause 19.5 shall apply for each broken shift.

12. REASONABLE ADDITIONAL HOURS (OVERTIME)

12.1. Subject to sub-clause 12.7 below, work performed outside the ordinarily rostered hours of work shall be paid at the rates specified in Schedule A of this Agreement.

12.2. When the employee accepts overtime, it will be paid at 200% of the permanent unloaded rate in Schedule A unless the employee advises at the time of accepting the overtime shift, they want the overtime to be processed as Time off in Lieu (TOIL).

12.3. All TOIL will be capped at 144 hours and the entire year ending 30 June.

12.4. Prior to the last pay period on or before 30 June each year, the Company will cash out all remaining TOIL at 200% of the permanent unloaded rate in Schedule A.

12.5. Any accrued TOIL will be paid out upon termination.

12.6. Overtime (Unrostered) – means hours performed outside the ordinarily rostered hours of work by mutual consent between the Company and employee.

12.7. An employee may refuse to work overtime (unrostered) in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

12.7.1. any risk to employee's health and safety that might be reasonably expected to arise if the employee works additional hours;

12.7.2. the employee's personal circumstances, including any family responsibility;

12.7.3. the operational requirements of the workplace or enterprise;

12.7.4. the notice (if any) given by the Company of the reasonable additional hours and by the employee of their intention to refuse it;

12.7.5. whether any of the additional hours are on a public holiday; and

12.7.6. the employee's hours of work over the four (4) weeks ending immediately before the employee is required or was required or requested to work additional hours.

12.8. Work Limits

12.8.1. An employee must not work:

- (a) more than seven (7) consecutive rostered shifts and overtime shifts in any one fortnight (being a pay fortnight);

- (b) the maximum number of overtime that may be worked in accordance with the Agreement shall not exceed an average of twenty-four (24) hours per week over the relevant roster cycle.
- 12.8.2. Where an employee is detained prior to the completion of their rostered shift is notified they are required to remain on duty after the completion of their rostered shift;
- 12.8.3. The detained employee shall be paid at the rate of double time for time worked up to 4 hours and double time and a half, thereafter, rounded up to the nearest 15-minute increment.
- 12.8.4. An employee will also be entitled to the payment of a Meal Allowance after being detained for the first (1) hour.
- 12.8.5. In the event the employee is detained beyond 4 hours the employee shall receive an additional Meal Allowance.
- 12.8.6. The allocation of available overtime will be administered individually on each site.
- 12.8.7. The hours that may be available are to be shared in an equitable manner between employees prepared to work such hours.
- 12.8.8. In any case where the allocation of the additional hours is not being administered optimally with regard to equity of distribution of hours, the Company reserve the right for overtime hours allocation to be administered by the Company directly.
- 12.9. **Extended Shifts and Fatigue Management**
 - 12.9.1. The Company is committed to the appropriate management of fatigue of employees required to extend shifts beyond their rostered finish time.
 - 12.9.2. From time to time there may be extenuating circumstances requiring employees to remain on shift beyond their rostered finish time.
 - 12.9.3. Where such extension may give cause to heightened risk as a result of fatigue, the employee may require alternative means to return home after the conclusion of their shift in lieu of self-driving.
 - 12.9.4. In accordance with the guidelines and minimum requirements set out in clause 12.9.5 below, the Company may provide Cab charges for the purpose of returning employees safely home and to return to site to collect their vehicle when safe and appropriate to do so. In the event it is impractical for Cab charges to be provided, employees will be entitled to be reimbursed for out-of-pocket expenses by the Company as follows:
 - (a) up to \$100.00 (total) for travel to return home and return to site upon production of a tax invoice.
 - (b) \$40.00 or travel to return home and return to site without production of a tax invoice.
 - (c) where carpool arrangements are utilised, no reimbursement will be payable.
 - 12.9.5. The enactment of the Fatigue Management process will be in accordance with the following guidelines:

- 12.9.6. Employees will be automatically entitled to claim reimbursable costs once any shift period reaches 16 hours in duration.
- 12.9.7. Notwithstanding clause 12.9.6, in the event an employee, colleague or direct supervisor (site-based) believes an employee is at risk due to fatigue as a result of a shift extending beyond the rostered finish time, the employee or direct supervisor may consult with MSS Operations or the Account Manager to seek guidance and prior approval to enacting such a clause. The employee, Supervisor and the Company will give consideration to other mitigating factors such as number of shifts worked in sequence, shift duration etc. when considering appropriate action.

13. MINIMUM PAYMENT

An employee called up for duty will be paid a minimum payment of four (4) hours.

14. UNDERPAYMENT OF WAGES

- 14.1. If an employee's wage is underpaid by the employer the employer will pay the shortfall by electronic funds transfer into the employee's nominated bank account within two (2) business days of the employee notifying the operations centre in writing of the underpayment and the underpayment having been verified by management.
- 14.2. Where the underpayment equates to an amount less than \$50 gross, the employer reserves its right to delay payment until the subsequent pay period.
- 14.3. The employer reserves its right to extend the time of investigation and compensation of a potential underpayment beyond two (2) business days when dealing with more complex underpayments that span more than a single pay period. The employer will, however, within two (2) business days, provide the employee with an acknowledgement of the query and an estimation of the timeframe for making the calculations.
- 14.4. Where the matter is not highly complex, in the event that the underpayment is more than \$150 gross and is not corrected within 7 business days of formal notification, the employer will pay the employee an amount of \$500 (gross) in addition to any underpaid amount

15. MEAL BREAKS

- 15.1. No deduction will be made in an employee's time for a meal period of 30 minutes unless the employee is permitted to leave their assigned site location or client premises for such meal.
- 15.2. If an employee is interrupted during a meal break, their break will resume immediately after such an interruption.
- 15.3. The Company will ensure that an employee does not work for more than six hours continuously without an interval for a meal.

16. DAYLIGHT SAVING

At any time when clocks are required to be adjusted due to the operation of daylight saving, payment shall be for the hours actually worked at ordinary time rates rather than in accordance with the employee's recorded start and finish time.

17. PUBLIC HOLIDAYS

- 17.1. Subject to reasonable grounds of refusal, employees rostered to work on any of the public holidays prescribed for Victoria's metropolitan area as part of their normal roster are required to work such public holidays.
- 17.2. A special rate will be paid for all work performed by an employee on public holidays. Rates of pay are set out in Schedule A of this Agreement.
- 17.3. In line with the provisions of S115 (3) of the Fair Work Act 2009 (Cth), the parties agree that the special rate of pay for working on public holiday will be paid on the actual day that the public holiday falls as outlined in clause 17.4, rather than on any substitute days as may be declared from time to time.
- 17.4. The Public Holidays are:
 - 17.4.1. New Year's Day (being 1 January each year),
 - 17.4.2. Good Friday (as gazetted each year),
 - 17.4.3. Easter Saturday (being the Saturday following Good Friday),
 - 17.4.4. Easter Monday (being the Monday following Good Friday),
 - 17.4.5. Christmas Day (being 25 December each year),
 - 17.4.6. Boxing Day (being 26 December each year),
 - 17.4.7. Australia Day (being 26 January each year),
 - 17.4.8. Anzac Day (being 25 April each year),
 - 17.4.9. King's Birthday (being the second Monday in June each year),
 - 17.4.10. Labour Day (being the second Monday in March each year),
 - 17.4.11. Melbourne Cup Day (being the first Tuesday in November each year), and
 - 17.4.12. Any other day declared an additional Public Holiday by the State Government from year to year e.g. currently Easter Sunday; Friday before AFL Grand Final day.
- 17.5. Allowance for public holiday make up pay for public holidays not worked has been included in the aggregated rates of pay contained in Schedule A.
- 17.6. All additional public holidays declared by the Victorian Government will be paid at the public holiday rate in the Agreement when worked.

18. INCREASES

- 18.1. Wage rates are contained in the tables in Schedules A.
- 18.2. From the first full pay period on or after a majority 'Yes' vote is declared for the new Agreement, all rates will increase by 5%.
- 18.3. From the first full pay period on or after 1 July 2025, all rates will increase by 5%.

- 18.4. From the first full pay period on or after 1 July 2026, all rates will increase by 5%.
- 18.5. From the first full pay period on or after 1 July 2027, all rates will increase by 4%.

19. NON-AGGREGATED ALLOWANCES

19.1. Relieving Officer Allowance

- 19.1.1. A Relieving Officer is engaged for the purpose of relieving at short notice any other Security officer and for whom a display of roster is not required.
- 19.1.2. A Relieving Officer shall be given twenty-four (24) hours' notice of shift where possible.
- 19.1.3. Where the Company and an employee are in agreement, a weekly employee may be appointed as a Relieving Officer. A Relieving Officer will be paid an additional amount as contained in Schedule B, per week for all purposes of this Agreement, including while on annual leave.

19.2. Employee providing own transport

An employee required by the Company to provide their own motor car will be paid a running cost allowance as contained in Schedule B per kilometre.

19.3. Leading Hand/Team Leaders/Senior Officers

- 19.3.1. Current Leading Hand/Senior Officer allowances for staff permanently appointed in such roles shall remain in place and are subject to the annual increases allowed for in this Agreement.
- 19.3.2. Employees newly appointed to permanent leading Hand/Senior Officers will be offered allowances by the Company to compensate them for the additional responsibilities of the positions commensurate with those responsibilities and the employee's qualifications and experience.
- 19.3.3. Any allowances referred to in clause 19.3.2 shall be subject to annual increases allowed for in this Agreement.
- 19.3.4. Employees appointed to a Team Leader role or who may temporarily act as Leading Hands/Team Leader/Senior Officers shall be paid an allowance as contained in Schedule B for performing such higher duties.

19.4. Meal Allowance

- 19.4.1. Where an employee is required by the Company to work more than two hours into the next shift the employee will be paid a meal allowance as contained in Schedule B provided that the employee was not notified on the previous day that they would be required to work.
- 19.4.2. This clause will not apply where either the Company or the client provides a meal.

19.5. Excess Fares Allowance

Where an employee is rostered to a broken shift as defined in clause 11.9, the Excess Fares allowance contained in Schedule B shall be payable for that shift (both parts of the broken shift amounting to a shift).

19.6. Training Travel Allowance

Where an employee is required to travel for compulsory training by the Company in line with the provisions of clause 23.3 the appropriate Training Travel Allowance contained in Schedule B will apply.

19.7. Trainer Allowance

A trainer allowance of \$1.50 per hour (non-compounding) will be paid to designated staff responsible for delivering training to new starters during their induction phase. A list of designated trainers and applicable hours must be approved by the Business Manager applicable to induction training shifts only.

19.8. Emergency First Response Allowance

19.8.1. Employees appointed to perform duties to assist the ExxonMobil response team in emergency situations and have undergone the required training and hold the requisite competencies, will be offered allowances by the Company to compensate them for the additional responsibilities of those duties commensurate with those responsibilities.

19.8.2. Permanent employees appointed to the role of Emergency First Responder will hold this appointment for a minimum period of no less than three (3) months, irrespective of the number of incidents required to be responded to and be paid the weekly amount as set out in Schedule B.

19.8.3. Casual employees will be paid the per shift amount capped to the weekly amount as set out in Schedule B.

19.8.4. For the purpose of this allowance, this excludes first aid response which is already incorporated within the rates specified in Schedule A.

19.9. Non-Aggregated Allowances Increases

All non-aggregated allowances shall be increased at the same time and by the same percentage increases as all other rates contained in this Agreement.

20. OTHER ALLOWANCES

All other allowances applicable to work at the sites including but not limited to cleaning allowance, travel allowance, stand by allowance, ESSO site allowance, First Aid allowance etc. have been factored into the aggregated rates contained in the rates table in Schedule A.

21. PROTECTIVE CLOTHING AND SAFETY FOOTWEAR

21.1. Any employee required to wear protective clothing or safety footwear or is required to carry and use handheld electronic communication equipment will be reimbursed in full the cost of providing such clothing, footwear, or equipment.

21.2. Sub-clause 21.1 above shall not apply where the Company provides the uniform, protective clothing, footwear, or equipment.

21.3. Subject to permission being obtained from the Company, an employee may choose to supply safety footwear of their own preference provided such footwear meets the minimum standard required by the Company. The Company upon production of a tax receipt by an employee,

via the HRIS WorkDay system, will reimburse that employee up to \$250 every two (2) years for supplying such footwear.

- 21.4. All uniforms, clothing, footwear, and equipment provided by the Company will remain the property of the Company.
- 21.5. An employee may be required to reimburse the Company in circumstances where loss or damage to the Company supplied uniform clothing, footwear or equipment occurs due to the proven wilful actions or negligence of the employee.

22. PRESCRIPTION SAFETY EYEWEAR

Employees are entitled to reimbursement of up to \$250 every two (2) years for prescription safety eyewear on the production of receipt evidence via the HRIS WorkDay system.

23. PAYMENT FOR TRAINING

- 23.1. Employees required to undertake paid training by the Company will be paid at their ordinary hourly rate as contained in Schedule A of this Agreement, where but for undertaking such training, they would have worked on their normal roster, and at the reasonable additional hours rate as contained in Schedule A of this Agreement for all other hours spent on such training.
- 23.2. Where employees are required to undergo training for such things as, but not limited to, maintaining their security licences etc, such training is unpaid training.
- 23.3. Where employees from Long Island Point are required to travel to Longford for training the following clauses will apply as appropriate:
 - 23.3.1. for courses of greater than one day duration, employees will be accommodated at the Company preferred supplier motel chain. Accommodation will consist of room and breakfast;
 - 23.3.2. where more than one employee is required to attend the training, those employees will carpool. The carpool arrangements shall be arranged by the site supervisor;
 - 23.3.3. an employee providing their private vehicle for the carpool will receive Training Travel Allowance A;
- 23.4. An employee who provides their private vehicle for the carpool will receive the higher "travel day" Training Travel Allowance A on days when travel occurs.
 - 23.4.1. an employee carpooling but not providing their private vehicle for the carpool, or declining to carpool, will receive Training Travel Allowance B;
 - 23.4.2. where in emergency or urgent circumstances, a carpooling employee is required to return home during the training course the Company will make appropriate arrangements to transport that employee, or in the case where the employee providing the vehicle is required to return home, the remaining employee/s;
 - 23.4.3. an employee required to attend single day training and providing their private vehicle will receive the higher "travel day" Training Travel Allowance A.

24. SUPERANNUATION

- 24.1. The Company shall make superannuation contributions on behalf of Employees at the rate described by law on the employee's ordinary time earnings or in accordance with statutory superannuation guarantee requirements, whichever is the greater.
- 24.2. Superannuation contributions will be made to the superannuation fund of the Employee's choosing.
- 24.3. Employees are eligible to join the default fund nominated from time to time by the Company.
- 24.4. The default plan for the Company is the Russell Superannuation Plan or such other complying and regulated superannuation fund as succeeds that plan.
- 24.5. The Company will provide a default complying superannuation fund which offers a MySuper product.
- 24.6. An employee may apply to the Company to have their ordinary wage reduced by an amount nominated by the employee as a Salary Sacrifice Contribution for the benefit of the employee in accordance with the Company's Salary Sacrifice Policy as amended from time to time.
- 24.7. the Company must approve the application for salary sacrifice before the employee's ordinary wage is adjusted for salary sacrifice contributions.
- 24.8. The employee will receive their Post Salary Sacrifice Wage for periods of annual leave, long service leave, and other periods of paid leave provided the Salary Sacrifice Contribution is paid.
- 24.9. Unless otherwise agreed by the Company, an employee may revoke or vary their Salary Sacrifice Agreement once in each twelve months in accordance with Company policy.
- 24.10. Not less than one month's written notice shall be given by an employee of their revocation or variation of a Salary Sacrifice Agreement.
- 24.11. The continuation of an employee's Salary Sacrifice Agreement is subject to the Company's discretion and such agreements cease to apply on the Company giving one month's notice.

25. ANNUAL LEAVE

- 25.1. The granting of annual leave is subject to the Company's operational requirements.
- 25.2. For each year of service with the Company, an employee is entitled to:
 - 25.2.1. four (4) weeks (152 hours) of paid annual leave; or
 - 25.2.2. for shift work employees as defined in clause 25.5, five (5) weeks (190 hours) of paid annual leave.
- 25.3. An employee's entitlement to paid annual leave (including leave referred to in clause 25.2.2) accrues progressively during a year of service according to the employee's ordinary hours of work.
- 25.4. For the purposes of this Agreement employment will be deemed to be continuous despite:
 - 25.4.1. any annual leave or long service leave taken therein;

- 25.4.2. any interruption or ending of the employment by the Company if such interruption or ending is made with the intention of avoiding obligations in respect of annual leave or long service leave;
 - 25.4.3. any absence from work of not more than fourteen days in the year of employment on account of sickness or accident;
 - 25.4.4. any absence on account of unpaid leave granted imposed or agreed to by the Company;
 - 25.4.5. any absence on any other account not involving termination of employment and in calculating a year of employment any absence of a kind mentioned in clause 25.4.1, 25.4.2 or 25.4.3 of this sub-clause will be counted as part of the year of employment. However, for absences of unpaid leave it will be necessary for the employee as part of the qualification for annual leave and long service leave to serve such additional periods as equals the period of such unpaid absences.
- 25.5. A **shift worker** means an employee who:
- 25.5.1. is regularly rostered to work shifts which are continuously rostered twenty-four (24) hours a day for seven (7) days a week; and
 - 25.5.2. is regularly rostered to work those shifts; or
 - 25.5.3. regularly works on Sundays and public holidays.
- 25.6. **Payment for Annual Leave**
- 25.6.1. If an employee takes a period of annual leave, the Company must pay the employee their hourly aggregated rate as contained in Schedule A for the period. For the purposes of this section this includes any Leading Hand Allowance, where applicable.
 - 25.6.2. Payment for annual leave will be made in the pay immediately prior to commencement of the leave.
- 25.7. **Annual Leave Loading**
- 25.7.1. During a period of annual leave employees will receive payment at their hourly aggregated rate as contained in Schedule A for the number of hours that they would have worked during the period of annual leave but for the taking of such annual leave, or the same number of hours at the unloaded rate contained in Schedule A of this Agreement plus 17.5% loading whichever is the greater.
 - 25.7.2. The loading prescribed by this clause will not apply to proportionate leave on termination.
 - 25.7.3. The Company may approve single days or part days of annual leave, or leave without pay, as requested by employees at the discretion of the Company.
 - 25.7.4. In line with the Company's operational requirements, and to enable annual leave applications to be processed within two (2) weeks of application, the employees must endeavour to give the Company a minimum of one (1) months' notice of the proposed leave commencement date.

- 25.7.5. The employees cannot submit/apply for annual leave more than three (3) months in advance, unless for purposes requiring longer periods of notice of requiring annual leave, such as overseas travel etc.
- 25.7.6. The Company will, wherever practicable, encourage annual leave to be taken by employees as it accrues to prevent accumulation of entitlements, however an employee must take an amount of annual leave during a particular period if:
- (a) the employee is directed to do so by the Company; and
 - (b) at the time that the direction is given, the employee has annual leave credited to him or her of more than twice the annual entitlement the employee is entitled to; and
 - (c) the amount of annual leave that the employee is directed to take results in the employee having no less than one (1) years entitlement of accrued leave remaining.

25.8. Cashing out of Annual Leave

- 25.8.1. An employee is entitled to cash-out a portion of accrued annual leave provided:
- 25.8.2. the employee gives the Company a written election to forgo the amount of annual leave;
- 25.8.3. the Company must agree to the cashing out of an employee's leave following such written request.
- 25.8.4. An employee may not forgo annual leave if it would result in the employees remaining accrued entitlement to paid annual leave being less than four (4) weeks.
- 25.8.5. If annual leave is cashed-out in accordance with this clause, the Company must pay the employee an amount instead of the annual leave forgone calculated at the unloaded rates contained in Schedule A of this Agreement at the time the employee provides the Company with the written election to cash-out annual leave plus a 17.5% loading.

26. PERSONAL/CARERS LEAVE

- 26.1. A permanent employee under this Agreement is entitled to be paid personal/carers leave as follows:
- 26.2. For each year of service with the Company, a permanent employee is entitled to ten (10) days (76 hours) of paid personal/carer's leave.
- 26.3. An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work.
- 26.4. This leave accumulates from year to year so that any part of the paid personal/carer's leave entitlements not claimed in any year may, subject to the conditions prescribed by this clause, be claimed by the employee in any subsequent year of employment.
- 26.5. To be entitled to Personal Leave an employee must:
- 26.5.1. provide notice to the Company of the absence as soon as reasonably practicable to do so;

- 26.5.2. provide the Company with satisfactory documentary evidence of the basis for the request for leave including providing a medical certificate from a registered health practitioner or;
- 26.5.3. if it is not reasonably practicable for the employee to give the Company a medical certificate, then provide a statutory declaration made by the employee.
- 26.6. The required documentation must be given to the Company as soon as reasonably practicable, which may be at a time before or after the personal leave has commenced.
- 26.7. This sub-clause does not apply to an employee who could not comply with it because of circumstances beyond the employee's control.
- 26.8. To be entitled to Carers Leave an employee must:
 - 26.8.1. provide notice to the Company of the absence as soon as reasonably practicable to do so;
 - 26.8.2. provide the Company with satisfactory documentary evidence of the basis for the request for leave including providing a medical certificate from a registered health practitioner or a statutory declaration made by the employee that the leave was required to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires (or required) care or support.
- 26.9. This sub-clause does not apply to an employee who could not comply with it because of circumstances beyond the employee's control.
- 26.10. An employee is entitled to two (2) days of unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:
 - 26.10.1. a personal illness, or personal injury, affecting the member; or
 - 26.10.2. an unexpected emergency affecting the member.
- 26.11. An employee may take unpaid carer's leave for a particular occasion as:
 - 26.11.1. a single continuous period of up to 2 days; or
 - 26.11.2. any separate periods to which the employee and the Company agree.
- 26.12. An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carers leave.

27. COMPASSIONATE LEAVE

- 27.1. Employees are entitled to compassionate leave of two (2) days (24 hours) paid compassionate leave for each occasion when a member of the employee's immediate family or a member of the employee's household:
 - 27.1.1. contracts or develops a personal illness that poses a serious threat to his or her life; or
 - 27.1.2. sustains or develops a personal injury that poses a serious threat to his or her life; or
 - 27.1.3. dies.

- 27.2. An employee who is entitled to a period of compassionate leave for a particular occasion may take the leave as:
- 27.2.1. a single, unbroken period of 2 days; or
 - 27.2.2. separate period of 1 day each; or
 - 27.2.3. any separate periods to which the employee and the Company agree.
- 27.3. The employee is only entitled to compassionate leave if evidence is provided that the Company reasonably requires of the illness, injury, or death.
- 27.4. During a period of compassionate leave employees will receive payment at their unloaded hourly rate as contained in Schedule A for the number of hours that they would have worked during the period of compassionate leave but for the taking of such compassionate leave.

28. PARENTAL LEAVE

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

29. FAMILY VIOLENCE LEAVE

- 29.1. For the purposes of this Agreement, family violence is defined as:
- 29.1.1. Behaviour by a person towards a family member of that person if that behaviour:
 - 29.1.2. is physically or sexually abusive; or
 - 29.1.3. is emotionally or psychologically abusive; or
 - 29.1.4. is economically abusive; or
 - 29.1.5. is threatening; or
 - 29.1.6. is coercive; or
 - 29.1.7. in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person; or
 - 29.1.8. behaviour by a person that causes a child to hear or witness, or otherwise be exposed to the effects of, behaviour referred to above.
- 29.2. The Company recognises that employees sometimes face situations of violence or abuse in their personal life which may affect their attendance or performance at work and is committed to providing support to employees subjected to family violence by:
- 29.2.1. being understanding of the traumatic nature of family violence and supporting the employee if they have difficulties performing their tasks at work; and
 - 29.2.2. ensuring all personal information, inclusive of discussions between the employer and employee concerning family violence will be kept confidential. Information will not be kept on an employee's personnel file without their express written permission.

- 29.3. An employee who is the victim of family violence will be provided with access of up to ten (10) days paid special leave per year (non-accumulative) for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day.
- 29.4. Employees will be required to provide proof of family violence in the form of a document or certificate issued by the Police Service, a Court, a Family Violence Support Service or Lawyer, to the satisfaction of the Company.
- 29.5. Family and Domestic Violence Leave, and related provisions are provided for at Division 7 of the National Employment Standards and for clarity are read into this Agreement. Where any condition or entitlement is better within the Division 7 provisions of the National Employment Standards than this Agreement, the provisions of the National Employment Standards will apply.

30. LONG SERVICE LEAVE

- 30.1. An employee's entitlement to long service leave will be determined by the *Long Service Leave Act 2018* (Vic), the Long Service Benefits Portability Act 2018 or the relevant legislation at the time the long service leave is taken, or when the employee ceases to be employed by the Company, whichever is applicable to the employee, with the following exception:
- 30.1.1. employees will be entitled to access their Long Service Leave after seven (7) years of service.
- 30.2. Payment for Long Service Leave will be calculated in the manner specified in the applicable legislation, at a rate of pay equivalent to the employee's base ordinary hourly rate at the time the employee takes the leave.

31. COMMUNITY SERVICE AND JURY LEAVE

31.1. Community Service Leave

- 31.1.1. Each of the following is an eligible community service activity:
- (a) carrying out a voluntary emergency management activity (within the meaning of section 109 (2) of the Act); or
 - (b) an activity prescribed by the National Employment Standards.
- 31.1.2. An employee who engages in an eligible community service activity is entitled to be absent from their employment for a period if:
- (a) the period consists of one or more of the following:
 - (b) time when the employee engages in the activity;
 - (c) reasonable travelling time associated with the activity;
 - (d) reasonable rest time immediately following the activity; and;
 - (e) the employee's absence is reasonable in all the circumstances.
- 31.1.3. An employee who wants an absence from his or her employment to be covered by this clause 31.1 must provide the Company with notice of the employee's membership

of the voluntary emergency agency or their participation in an activity that is of a community service nature.

31.1.4. An employee who wants an absence from his or her employment to be covered by this clause 31.1 must provide the Company with notice of the absence. The notice:

(a) must be given to the Company as soon as reasonably practicable (which may be a time after the absence has started); and

(b) must advise the Company of the period, or expected period, of the absence.

31.1.5. An employee who has given the Company notice of an absence under clause 31.1.3 must, if required by the Company, provide satisfactory evidence that the absence is because the employee has been or will be engaging in an eligible community service activity.

31.1.6. An employee's absence from his or her employment is not covered by this clause 31.1 unless the employee complies with the provisions of sub-clauses 31.1.3, 31.1.4 and 31.1.5.

31.2. **Jury Service Leave**

31.2.1. The provisions of this clause apply to weekly and eligible casual employees but do not apply to other casual employees.

31.2.2. An eligible casual employee means a casual employee employed by the Company on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least twelve (12) months, and that the employee has a reasonable expectation of ongoing employment.

31.2.3. An employee required to attend for jury service during the employee's ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of the employee's attendance for such jury service and the amount that he or she could reasonably expect to have received from the Company as earnings for that period had he or she not been performing jury service subject to the following conditions:

(a) The employee shall advise the Company as soon as practicable that he/she had to attend for jury service, and if required by the Company, produce his/her notice to attend.

31.2.4. An employee who has been given more than seven (7) days' notice to attend for jury service shall give the Company at least seven (7) days' notice and if he/she fails to give such notice, without reasonable excuse, he/she shall forfeit his/her entitlement to payment by the Company.

31.2.5. An employee on day shift or day work who is not required for jury service after 1.00 p.m. on any day shall contact the Company by telephone to ask whether the Company requires the employee to report for the balance of the day, and if so required, the employee shall so report.

31.2.6. An employee on afternoon shift or night shift who is discharged or excused from jury service upon the day upon which he/she is first called or on any subsequent day on which he/she has been required to take part in court proceedings shall report for work:

- (a) in the case of an afternoon shift employee, if possible, at the employee's normal starting time or as soon thereafter as possible after being discharged or excused from jury service, and
 - (b) in the case of a night shift employee, at the employee's normal starting time.
- 31.2.7. Provided that an employee on afternoon shift or night shift who is continuing jury service and who has been required to take part in court proceedings for more than half the day shall not be required to report for work until the expiration of his/her jury service and if the jury service has lasted for more than two days until the shift next following the completion of the employee's jury service and
- 31.2.8. The employee shall give the Company proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

32. ACCIDENT MAKE-UP PAY

- 32.1. The provisions of this clause will apply to full-time and part-time employees only.
- 32.2. Where an employee becomes entitled to weekly compensation payments under workers compensation legislation the Company will pay to the employee an amount equivalent to the difference between:
- 32.2.1. the level of weekly compensation and any weekly wages earned or able to be earned if partially incapacitated and
 - 32.2.2. the amount that would have been payable under this Agreement for the classification of work if the employee had been performing their normal duties, provided that the rate will exclude additional remuneration by way of attendance bonus payments, shift premiums, overtime payments, special rates, fares and travelling allowance or other similar payments.
- 32.3. Accident make-up pay will not apply:
- 32.3.1. for any injury during the first five working days of incapacity.
 - 32.3.2. to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks.
- 32.4. Entitlement to accident make-up pay continues (subject to clause 32.6 below) on termination of an employee's employment where such termination:
- 32.4.1. is by the Company other than for reasons of the employee's serious and/or wilful misconduct; or
 - 32.4.2. arises from a declaration of liquidation of the Company, in which case the employee's entitlement in the absence of agreement will be referred to FWC.
- 32.5. Industrial disease contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration will not be subject to the accident make up pay unless the employee has been employed with the Company at the time of the incapacity for a minimum period of one month.
- 32.6. The maximum period or aggregate period of accident make-up pay to be made by the Company will be a total of 39 weeks for any one injury.

- 32.7. Any changes in compensation rates under the workers compensation legislation 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.
- 32.8. In order to receive entitlement to accident make-up pay an employee will conform to the requirements of the workers compensation legislation as to medical examination.
- 32.9. Where, in accordance with the workers compensation legislation a medical referee gives a certificate as to the condition of the employee and fitness for work, or specifies work for which the employee is fit, and such work is made available by the Company, such work not necessarily at the location where the employee was originally assigned, and such work is 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.
- 32.10. The parties to this Agreement will positively support measures which may be implemented for the adoption and maintenance of safe working practices and conditions; and all parties will co-operate in programs designed to provide for the early and effective rehabilitation of injured employees.
- 32.11. All rights to accident make-up pay cease on the death of an employee.

33. INTRODUCTION OF SIGNIFICANT CHANGE

- 33.1. The parties to this Agreement undertake to promote a harmonious and productive work environment in which employees are committed to the Company's business objectives.

- 33.2. This term applies if the Company:

- 33.2.1. has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- 33.2.2. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

33.3. Major change

- 33.3.1. For a major change referred to in clause 33.2.1:

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses 33.3.3 to 33.3.8 apply.

- 33.3.2. The relevant employees may appoint a representative for the purposes of the procedures in this term.

- 33.3.3. If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative;

The employer must recognise an employee's representative.

- 33.3.4. As soon as practicable after making its decision, the employer must:
- (a) discuss with the relevant employees:
 - (b) the introduction of the change; and
 - (c) the effect the change is likely to have on the employees; and
 - (d) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (e) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- 33.3.5. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 33.3.6. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 33.3.7. If a term in this Agreement provides for a major change to production, program, organisation, structure, or technology in relation to the enterprise of the employer, the requirements set out in clause 33.3.1 (b); and subclauses (33.3.3) and (33.3.5) are taken not to apply.
- 33.3.8. In this term, a major change is **likely to have a significant effect on employees** if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation, or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.
- 33.3.9. Change to regular roster or ordinary hours of work**
- (a) For a change referred to in clause 33.2.2:

- (i) the employer must notify the relevant employees of the proposed change; and
 - (ii) subclauses (c) to 33.3.12 apply.
- (b) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (c) If:
 - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise the employer of the identity of the representative;

The employer must recognise the representative.

- (a) As soon as practicable after proposing to introduce the change, the employer must:
 - (b) discuss with the relevant employees the introduction of the change; and
 - (c) for the purposes of the discussion—provide to the relevant employees:
 - (d) all relevant information about the change, including the nature of the change; and
 - (e) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (f) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (g) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

33.3.10. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

33.3.11. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

33.3.12. In this term; “**relevant employees**” means the employees who may be affected by a change referred to in subclause 33.2.

34. AGREEMENT FLEXIBILITY

34.1. Notwithstanding any other provision of this Agreement the Company and employee covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- 34.1.1. the Agreement deals with 1 or more of the following matters:
- 34.1.2. arrangements about when work is performed;

- 34.1.3. overtime rates;
 - 34.1.4. penalty rates;
 - 34.1.5. allowances;
 - 34.1.6. leave loading; and
 - 34.1.7. the arrangement meets the genuine needs of the Company and employee in relation to one or more of the matters mentioned in clause 34.1.1; and
 - 34.1.8. the arrangement is genuinely agreed to by the Company and employee.
- 34.2. The Company must ensure that the terms of the individual flexibility arrangement:
- 34.2.1. are about permitted matters under section 172 of the Fair Work Act 2009; and
 - 34.2.2. are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - 34.2.3. result in the employee being better off overall than the employee would be if no arrangement was made.
- 34.3. The Company must ensure that the individual flexibility arrangement:
- 34.3.1. is in writing; and
 - 34.3.2. includes the name of the Company and employee; and
 - 34.3.3. is signed by the Company and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - 34.3.4. includes details of:
 - 34.3.5. the terms of the Enterprise Agreement that will be varied by the arrangement; and
 - 34.3.6. how the arrangement will vary the effect of the terms; and
 - 34.3.7. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - 34.3.8. states the day on which the arrangement commences.
- 34.4. The Company must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 34.5. The Company or employee may terminate the individual flexibility arrangement:
- 34.5.1. by giving no more than 28 days written notice to the other party to the arrangement;
or
 - 34.5.2. if the Company and employee agree in writing -- at any time.

35. DISPUTE RESOLUTION PROCEDURE

- 35.1. If a dispute arises concerning the application of the Agreement or the NES:
- 35.2. the matter is to be dealt with in accordance with clause 35.5 below;

- 35.3. there will be no stoppage of work whilst the dispute resolution procedure is being followed;
- 35.4. while a dispute is being resolved, employees must continue to work as normal in accordance with their contracts of employment and must comply with any reasonable direction given by the Company to perform available work as required. The parties are committed to ensuring that this occurs;
- 35.5. this procedure will be used to address a dispute about a matter concerning the application of this Agreement or the NES;
- 35.6. at any stage of the process an employee will be entitled to involve an employee representative of their choice;
- 35.7. when a matter in dispute arises, the matter shall in the first instance be discussed between the employee/s and their immediate supervisor/manager;
- 35.8. If the matter in dispute is still unresolved, the employee/s and the Company will arrange further discussions involving more senior levels of management and or a Human Resources representative (as appropriate);
- 35.9. If the matter remains unresolved, the parties may refer the matter to an agreed mediator;
- 35.10. the matter may be referred by either party to FWC to be dealt with in accordance with clause 35.12 below of this Agreement.
- 35.11. By agreement, some steps may be bypassed, if necessary, to achieve a speedy resolution of the matter in dispute.
- 35.12. The parties agree that, where a matter in dispute is referred to FWC under this clause, FWC is to deal with the matter in accordance with the following process:
 - 35.12.1. upon referral of the matter in dispute, FWC shall conciliate in respect of the matter. When conciliating under this clause, FWC can dismiss the matter or issue a statement or recommendation;
 - 35.12.2. if the matter is not resolved by conciliation, FWC shall then arbitrate in respect of the matter. When arbitrating, FWC shall be able to exercise any of its powers under the Act.
- 35.13. In any process to resolve a dispute about a matter under this clause, the parties expect FWC to recognise that the Company has the right to manage and operate its business in a safe, reliable, and profitable manner.
- 35.14. During any arbitration proceedings before FWC under this clause, any party may choose to be represented by a legal practitioner.
- 35.15. In arbitrating in respect of a matter in dispute under this clause, FWC is to provide its decision and reasons for the decision in writing to the parties.
- 35.16. The decision of FWC will bind the parties, subject to any party exercising a right of appeal against the decision to a Full Bench of FWC.
- 35.17. The matters set out in clause 35.12 above are applicable to all proceedings before FWC initiated in accordance with this Agreement.

36. ABANDONMENT OF EMPLOYMENT

- 36.1. The absence of an employee from work for a continuous period exceeding three (3) working days without the consent of the Company or without notification to the Company will be evidence that the employee has abandoned their employment.
- 36.2. Termination of employment by abandonment in accordance with this clause will be effective unless within 14 days the employee can establish to the satisfaction of the Company that the employee was absent for reasonable cause.
- 36.3. Termination of employment by abandonment in accordance with this clause will operate from the date of the last attendance at work, or the date of the last absence where consent was granted by the Company, or the date of the last absence where notification was given to the Company, whichever is the later.
- 36.4. There is no entitlement for a period of notice, and no payment in lieu of notice will be made for any instances of abandonment of employment.

37. INVESTIGATIONS

- 37.1. In circumstances where alleged misconduct or neglect of duty is made against an employee, the Company may stand down the employee without pay for up to seventy-two (72) hours to enable an investigation to be made into the matter.
- 37.2. During the investigation at the employee's request, an employee representative of their choice may be consulted and given an opportunity to represent the interests of the affected employee.
- 37.3. If the alleged misconduct or neglect of duty is not sustained against the employee, payment for the period of the stand-down will be credited to the employee.

38. TRANSFERS

- 38.1. The parties acknowledge that the Company may transfer an employee from any site to another site, or if no site is available to place the employee on awaiting assignment, in response to a client's request or the operational requirements of the business. The Company undertakes to consider an employee's family and financial responsibilities (as much as is operationally possible) when such transfer is being undertaken.
- 38.2. Where an employee has been transferred to a new site which is at a lesser rate than the previous site, the employee's wage rate will remain at the previous rate for a period of two pay periods from the date of the transfer taking effect, except in circumstances where the employee has been removed from site due to misconduct or multiple substantiated poor performance issues/ neglect of duty as provided for at Clause 37 Investigations.

39. TERMINATION OF EMPLOYMENT

Either the Company or an employee may terminate the employee's employment by giving written notice or equivalent salary paid or forfeited, unless a shorter period is mutually agreed. The notice provisions of this clause will not apply if an employee is dismissed for misconduct where instant dismissal may apply.

39.1. Notice of termination by the Company

- 39.1.1. In order to terminate the employment of an employee the Company must give to the employee 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

39.1.2. In addition to the notice in clause 39.1.1 above, employees over forty-five (45) years of age at the time of the giving of the notice with not less than two (2) years continuous service are entitled to an additional weeks' notice.

39.1.3. Payment in lieu of the prescribed notice in 39.1.1 and 39.1.2 above 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 the Company making payment for the remainder of the period of notice.

39.1.4. 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, the Company 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.

39.1.5. 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.

39.2. **Notice of termination by an employee**

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

39.2.2. If an employee fails to give the notice specified in clause 39.1.1 above the Company has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under clause 39.1.1 above.

39.3. Job search entitlement

Where the Company has given notice of termination to an employee, an employee will be allowed up to one (1) days' time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the Company.

39.4. Return of Property

On termination of employment, employees must return all property of the Company that is in their possession including but not limited to uniforms, keys, documents, phones, and personal protective equipment to the Company. The Company may withhold monies owing to the employee if they fail to return Company items.

40. REDUNDANCY

40.1. Where the Company decides that a job an employee/s has been doing is no longer required and that decision may lead to termination of employment, the Company will consult with the affected employee/s as soon as practicable after the decision.

40.2. Where an employee is transferred to lower paid duties for reasons set out in clause 40.1 above, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated. the Company may make payment in lieu thereof of an amount equal to the difference between the former amounts the Company would have been liable to pay and the new lower amount the Company is liable to pay the employee for the number of weeks of notice still owing. The amounts must be worked out on the basis of:

40.2.1. the ordinary working hours to be worked by the employee;

40.2.2. and the amounts payable to the employee for the hours including for example, allowances, loadings, and penalties; and

40.2.3. any other amounts payable under the employee's employment contract.

40.3. An employee whose employment is terminated for genuine operational reasons shall be entitled to the following severance pay:

40.3.1. An employee under forty-five (45) years of age

Years of Service	Under 45 Years Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks

4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

40.3.2. An employee forty-five (45) years of age or over

Years of Service	45 Years and Over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- 40.4. **"Week's pay"** means the ordinary time gross rate of pay for the employee at the date of termination.
- 40.5. The Company is excluded from the obligation to make severance payments in circumstances where:
- 40.5.1. the Company has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
 - 40.5.2. the particular benefit to the employee is more or equal to the benefit the employee would obtain from the redundancy payment made under this clause, except
 - 40.5.3. where the benefit is less than the redundancy payment made under this clause the Company will pay the difference between the benefit and the redundancy payment under this clause.
- 40.6. A employee whose employment is terminated under this clause above may terminate their employment during the period of notice, and, if so, will be entitled to the same benefits and payments under this clause had the employee remained with the Company until the expiry of such notice, provided that in these circumstances the employee will not be entitled to payment in lieu of notice.
- 40.7. Nothing in this Clause will apply where:
- 40.7.1. an employee has less than one year's continuous service with the Company;

- 40.7.2. employment is terminated as a consequence of misconduct on the part of the employee;
 - 40.7.3. the employee is engaged for a specific period or task(s);
 - 40.7.4. the employee is a casual employee; or
 - 40.7.5. the Company offers the employee acceptable alternative employment.
- 40.8. For the purposes of clause 40.7.5, "**acceptable alternative employment**" will be taken as alternative employment located within 45 minutes or 70 kilometres (one way), whichever is the greater, from the employees' place of residence.

41. TRANSMISSION OF BUSINESS

- 41.1. The provisions of clause 40 above are not applicable where a business is before or after the date of this Agreement, transmitted from an employer (in this subclause called the transmittor) to another employer (in this subclause called the transmittee), in any of the following circumstances:
- 41.1.1. where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee; or
 - 41.1.2. where the employee rejects an offer of employment with the transmittee;
 - 41.1.3. in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
 - 41.1.4. which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

42. DELEGATES RIGHTS

- 42.1. Clause 42 provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

NOTE: Under section 350C (4) of the Act , the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C (3) if the employer has complied with clause 26A.

- 42.2. In clause 42:
- 42.2.1. Employer means the employer of the workplace delegate;
 - 42.2.2. delegate's organisation means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
 - 42.2.3. eligible employees means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.
- 42.3. Before exercising entitlements under clause 42, a workplace delegate 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.

42.4. An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

42.5. **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:

- 42.5.1. consultation about major workplace change;
- 42.5.2. consultation about changes to rosters or hours of work;
- 42.5.3. resolution of disputes;
- 42.5.4. disciplinary processes;
- 42.5.5. enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and
- 42.5.6. any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented, and which concerns their industrial interests.

42.6. **Entitlement to reasonable communication**

- 42.6.1. A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 42. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- 42.6.2. A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

42.7. **Entitlement to reasonable access to the workplace and workplace facilities**

- 42.7.1. The employer must provide a workplace delegate with access to or use of the following workplace facilities:
 - (a) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - (b) a physical or electronic noticeboard;
 - (c) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - (d) a lockable filing cabinet or other secure document storage area; and
 - (e) office facilities and equipment including printers, scanners, and photocopiers.

42.7.2 The employer is not required to provide access to or use of a workplace facility under clause 42.7.1 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.

42.8. Entitlement to reasonable access to training

- 42.8.1. Unless the employer is a small business employer, 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.
- 42.8.2. 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.
- 42.8.3. The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate 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.
- 42.8.4. If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- 42.8.5. The employer must advise the workplace delegate 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.
- 42.8.6. The workplace delegate 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.

42.9. Exercise of entitlements under clause 42

- 42.9.1. A workplace delegate's entitlements under clause 42 are subject to the conditions that the workplace delegate must, when exercising those entitlements:
- (a) comply with their duties and obligations as an employee;

- (b) 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;
 - (c) not hinder, obstruct, or prevent the normal performance of work; and
 - (d) not hinder, obstruct, or prevent eligible employees exercising their rights to freedom of association.
- 42.9.2. Clause 42 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.
- 42.9.3. Clause 42 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the Act, the employer must not:

- (i) unreasonably fail or refuse to deal with a workplace delegate; or
- (ii) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (iii) unreasonably hinder, obstruct, or prevent the exercise of the rights of a workplace delegate under the Act or clause 42.

SCHEDULE A – HOURLY RATES

	1 st Full Pay Period After Majority 'Yes' vote declared	1 July 2025	1 July 2026	1 July 2027
	Hourly	Hourly	Hourly	Hourly
Site Security Officer (in training)	\$31.60	\$33.18	\$34.84	\$36.58
Permanent Unloaded Rate	\$33.18	\$34.84	\$36.58	\$38.04
Casual Unloaded Rate	\$40.89	\$42.93	\$45.08	\$46.88
Permanent Fixed Dayshift Longford	\$40.05	\$42.05	\$44.15	\$45.92
Permanent Rotating Shifts Longford Main Gate	\$50.34	\$52.85	\$55.50	\$57.72
Permanent Rotating Shifts Longford Heliport	\$50.05	\$52.56	\$55.18	\$57.39
Permanent Fixed Dayshift Long Island Point	\$40.05	\$42.05	\$44.15	\$45.92
Permanent Rotating Shifts Long Island Point	\$51.29	\$53.85	\$56.55	\$58.81
Casual All Sites	\$55.19	\$57.95	\$60.84	\$63.28
Overtime	\$66.36	\$69.68	\$73.16	\$76.09
Public Holidays All Sites	\$83.23	\$87.40	\$91.76	\$95.44

The above rates (except unloaded rates) are aggregated rates which are rates inclusive of all regularly rostered overtime within a fixed day shift roster, or rotating twenty-four (24) hour roster, all allowances (including First Aid Allowance), and all shift, casual loading, weekend penalties and public holiday make up as appropriate.

Unloaded rates are to be used for the purposes of calculating cashing out of annual leave entitlements and payment of compassionate leave entitlements as contained in this Agreement.

SCHEDULE B – NON-AGGREGATED ALLOWANCES

Clause	Allowance Type	Circumstances	1 st Full Pay Period After Majority 'Yes' vote declared	1 July 2025	1 July 2026	1 July 2027
19.1	Relieving Officer	Per week	\$45.79	\$48.08	\$50.48	\$52.50
19.2	Provision of Own Transport	Per kilometre	\$1.25	\$1.31	\$1.38	\$1.43
19.3	Leading Hand	Per shift	\$13.25	\$13.91	\$14.61	\$15.19
		Maximum per week	\$66.26	\$69.57	\$73.05	\$75.97
19.4	Meal	More than 2 hours	\$17.56	\$18.43	\$19.36	\$20.13
		Subsequent 4 hours	\$12.69	\$13.33	\$14.00	\$14.56
19.5	Excess Fares	Per day	\$16.74	\$17.57	\$18.45	\$19.19
		Maximum per week	\$83.74	\$87.92	\$92.32	\$96.01
19.6	Training Travel Allowance A	Per travel day	\$111.41	\$116.98	\$122.82	\$127.74
		Per non-travel day	\$92.87	\$97.52	\$102.39	\$106.49
	Training Travel Allowance B	Per day	\$111.41	\$116.98	\$122.82	\$127.74
19.8	Emergency First Response Allowance	Per shift	\$32.05	\$33.65	\$35.33	\$36.74
		Maximum per week	\$114.46	\$120.18	\$126.19	\$131.24

29. SCHEDULE D – SIGNATORIES

SIGNED for and on behalf of MSS Security:

Patricia Sellman
General Manager Victoria
3/650 Lorimer Street, Port Melbourne

Signature: 

22 Day of November 2024

Witnessed by: Kellie Mortimer

Witness Signature: 

SIGNED for and on behalf of the Employees:

Name: Kerry Snelten

Position: MEU DELEGATE

Address: 27 Dayne Cres. Traralgon

Signature: 

22 Day of November 2024

Witnessed by: Darren McCabe

Witness Signature: Darren McCabe

SIGNED for and on behalf of the Union:

Name: ANGY SMITH

Position: MEU PRESIDENT

Address: 5 LIGNITE CRT MORWELL

Signature: 

21 Day of NOVEMBER 2024

Witnessed by: Kimberley Martin

Witness Signature: 

THE FAIR WORK COMMISSION

FWC Matter No.: AG2025/12

Applicant: MSS Security Pty Ltd



Level 3, 650 Lorimer Street
Port Melbourne VIC 3207
t (03) 8379 5900
f (03) 8379 5980
www.msssecurity.com.au

Re: Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Jamie Adams, Executive General Manager – Victoria & Tasmania, have the authority given to me by MSS Security Pty Ltd to give the following undertakings with respect to the *MSS Security ESSO Gippsland Sites Security Officers Enterprise Agreement 2024* ("the Agreement"):

Terms of the Agreement

Clause 37 Investigations

In circumstances where an employee is stood down pending the outcome of an investigation into an allegation or allegations of misconduct or neglect of duty, that employee will continue to be paid in full for their usual rostered hours at their full rate of pay whilst stood down.

National Employment Standards

MSS Security Pty Ltd undertakes that the following clauses will operate subject to the National Employment Standards (NES), unless otherwise specified:

- *Clause 27 Compassionate Leave, in that the entitlement to compassionate leave will be provided in accordance with Section 105(1)(b) and Section 105(1)(c) of the FW Act.*
- *Clause 36 Abandonment of Employment, in that the entitlement to notice of termination of employment in circumstances of abandonment of employment, will be provided in accordance with Section 117 of the FW Act.*

BOOT

Loaded Rates

MSS Security Pty Ltd undertakes that Casual Employees will be paid a loaded hourly rate of \$66.36 for regular hours worked on Sundays, contained in Schedule A:

SCHEDULE A – Hourly Rates

	1 st Full Pay Period After Majority 'Yes' vote declared	1 July 2025	1 July 2026	1 July 2027
	Hourly	Hourly	Hourly	Hourly
Site Security Officer (in training)	\$31.60	\$33.18	\$34.84	\$36.58
Permanent Unloaded Rate	\$33.18	\$34.84	\$36.58	\$38.04
Casual Unloaded Rate	\$40.89	\$42.93	\$45.08	\$46.88
Permanent Fixed Dayshift	\$40.05	\$42.05	\$44.15	\$45.92
Longford				
Permanent Rotating Shifts	\$50.34	\$52.85	\$55.50	\$57.72
Longford Main Gate				
Permanent Rotating Shifts	\$50.05	\$52.56	\$55.18	\$57.39
Longford Heliport				
Permanent Fixed Dayshift	\$40.05	\$42.05	\$44.15	\$45.92
Long Island Point				
Permanent Rotating Shifts	\$51.29	\$53.85	\$56.55	\$58.81
Long Island Point				
Casual All Sites	\$55.19	\$57.95	\$60.84	\$63.28
Casual All Sites Sunday	\$66.36	\$69.68	\$73.16	\$76.09
Overtime	\$66.36	\$69.68	\$73.16	\$76.09
Public Holidays All Sites	\$83.23	\$87.40	\$91.76	\$95.44

Overtime

MSS Security Pty Ltd undertakes that all over time hours set out in clause 12 Reasonable Additional Hours Overtime (Overtime), specifically clause 12.1 - clause 12.13, will be paid at the Overtime Rate in Schedule A – Hourly Rates.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Jamie Adams

Executive General Manager – Victoria & Tasmania

Signature



Date 25th February 2025

