



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

MSS Security Pty Ltd T/A MSS Security
(AG2024/4197)

MSS SECURITY LOY YANG ENTERPRISE AGREEMENT 2024

Security services

COMMISSIONER PERICA

MELBOURNE, 27 NOVEMBER 2024

MSS Security Loy Yang Enterprise Agreement 2024

[1] An application has been made for approval of an enterprise agreement known as the *MSS Security Loy Yang Enterprise Agreement 2024* (the Agreement). The application is made under section 185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of these undertakings is attached in Annexure A. I am satisfied 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. I therefore note the undertakings are taken to be terms of the Agreement under section 201(3) of the Act.

[3] Subject to the undertakings, I am satisfied that each of the requirements of sections 186, 187, 188, 190, 193 and 193A relevant to this application for approval have been met. The Agreement does not cover all the employees of the employer, however, taking into account the factors in sections 186(3) and (3A), I am satisfied that the group of employees was fairly chosen.

[4] The Agreement is approved today 27 November 2024. It will operate from 4 December 2024 as required by section 54 of the Act. The nominal expiry date is 30 June 2028.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE526920 PR781726>

**MSS Security
Loy Yang
Enterprise Agreement
2024**

CONTENTS

1.	TITLE	3
2.	APPLICATION & COVERAGE	3
3.	DATE & PERIOD OF OPERATION	3
4.	NO EXTRA CLAIMS	3
5.	ABBREVIATIONS & DEFINITIONS	3
6.	GENERAL EMPLOYMENT CONDITIONS	4
7.	RATES OF PAY	10
8.	SUPERANNUATION	10
9.	ALLOWANCES & PAYMENTS	11
10.	LICENSES	11
11.	HOURS OF WORK	12
12.	OVERTIME	14
13.	PUBLIC HOLIDAYS	17
14.	LEAVE	18
15.	STAFFING LEVELS	24
16.	CLASSIFICATIONS	25
17.	SKILLS & TRAINING	25
18.	DUTIES	26
19.	HEALTH, SAFETY & ENVIRONMENT	27
20.	QUALITY ASSURANCE & CONTINUOUS IMPROVEMENT	29
21.	EMPLOYEE REPRESENTATIVES	29
22.	INDIVIDUAL FLEXIBILITY ARRANGEMENTS	30
23.	CONSULTATION OVER CHANGE	31
24.	DISPUTE RESOLUTION	32
25.	DELEGATES RIGHTS	33
26.	SCHEDULE A – ROSTERS	37
27.	SCHEDULE B – RATES OF PAY	41
28.	SCHEDULE C – ALLOWANCES & EXTRA PAYMENTS	42
29.	SCHEDULE D – SIGNATORIES	43

1. TITLE

This Agreement shall be referred to as the *MSS Security Loy Yang Enterprise Agreement 2024* (the "Agreement").

2. APPLICATION & COVERAGE

- 2.1 This Agreement shall apply to all persons employed by the Company in security services (or at or in connection with Loy Yang power generation or mining sites (hereinafter referred to as the "employees").
- 2.2 This Agreement is a comprehensive agreement and is in full substitution for all awards and other industrial instruments that might otherwise apply. This Agreement expressly excludes all protected conditions that might otherwise apply by operation of the Fair Work Act 2009 (Cth).
- 2.3 The terms of this Agreement apply in a manner that does not exclude the National Employment Standards. Accordingly, the National Employment Standards will continue to apply to the extent that any term of this Agreement is detrimental to an employee in any respect when compared with the National Employment Standards.
- 2.4 This Agreement shall cover:
- 2.4.1 MSS Security Pty Limited (ABN 29 100 573 966) (the "Company" or "MSS").
- 2.4.2 all security employees who are employed by the Company to work at the AGL Loy Yang Site (the "Site"), located at Barton's Lane, Traralgon, VIC 3844, (the "Employees").
- 2.4.3 The Victoria District Branch, Mining and Energy Division, Construction, Forestry, Maritime, Mining and Energy Union (the "MEU" or the "Union") provided it becomes covered by this Agreement pursuant to section 183 of the Fair Work Act 2009 (Cth).

Hereafter in this Agreement referred to as the "Parties."

3. DATE & PERIOD OF OPERATION

- 3.1 It is the intention of the bargaining parties that this Agreement shall continue to apply after its nominal expiry date until replaced by a new Agreement.
- 3.2 This agreement comes into operation seven days after its approval by the Fair Work Commission ("FWC") and will continue until the nominal expiry date of 30 June 2028.

4. NO EXTRA CLAIMS

- 4.1 The parties agree that they will not pursue any claims for any matter relating to or associated with the employment relationship for the nominal life of this agreement.
- 4.2 The Company shall make copies of this Agreement available to all employees.

5. ABBREVIATIONS & DEFINITIONS

- 5.1 The following abbreviations or terms may appear within this Agreement and where they do, they shall be interpreted as follows:
- 5.1.1 **FW Act** refers to the Fair Work Act 2009 (Cth).
- 5.1.2 **NES** refers to the National Employment Standards.
- 5.1.3 **FWC** refers to the Fair Work Commission.
- 5.1.4 **Normal Business Hours**: 06:00 hours to 17:00 hours (Monday to Friday).

5.1.4 **Week:** A week is defined as 168 hours Monday to 24:00 hours, Midnight Sunday.

5.1.6 **Shift worker:** A shift worker means an employee who:

- (a) is regularly rostered to work shifts which are continuously rostered 24 hours a day 7 days a week; and
- (b) regularly works on Sundays and public holidays; or
- (c) an employee of a type that is prescribed by the Regulations to the FW Act.

5.1.7 **Day worker:** an employee who works Monday to Friday between 06:00 hours to 18:00 hours.

5.1.8 **Continuous Service:** means that for the purposes of this Agreement a year of employment will be deemed to be continuous despite:

- (a) any annual leave or long service leave taken therein;
- (b) 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;
- (c) any unauthorised absence from work of not more than fourteen (14) days in the year of employment on account of sickness or accident.

5.1.9 **Ordinary rate:** means the ordinary wages rate set out in section 27 (Schedule B – Rates of Pay).

5.1.10 **Overtime:** means additional hours worked outside rostered ordinary hours.

6. GENERAL EMPLOYMENT CONDITIONS

6.1 Types of Employees

6.1.1 The Company will advise employees via a letter of engagement prior to appointment whether they are full-time, part-time or casual. The letter of engagement will include reference to other employment arrangements or policies, including a copy of this Agreement which in part, sets out their terms and conditions of employment.

6.1.2 Employment shall be full-time and permanent except that employment may be:

6.1.3 part-time in accordance with clause 6.3; or

6.1.4 casual in accordance with clause 6.4.

6.2 Full-time Employment

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 thirty-six (36) ordinary hours per week as prescribed by clause 1.1.

6.3 Part-time Employment

6.3.1 The Company will consult with the relevant parties on proposals for permanent part-time employment.

6.3.2 Permanent part-time employment is defined as employment on a continuing basis where a regular pattern of attendance is required, which is not full-time. An employer and employee have to agree on a regular pattern of work when the employee starts.

- 6.3.2 A part-time employee is employed to work less than 36 ordinary hours per week. Hours of work are to be fixed and constant over a roster cycle, provided such hours of work can be varied by mutual agreement and are a minimum of four consecutive hours on any shift.
- 6.3.4 Conversion from permanent full-time employment to permanent part-time employment or vice versa shall be by agreement between the employee and the Company only.
- 6.3.5 Two employees working part-time may share a full-time position under arrangement(s) agreed between the two employees and the Company and confirmed in writing. A copy of such agreement shall be provided to each party involved.
- 6.3.6 Employees working on a permanent part-time basis will be entitled to the same employment conditions, remuneration, and superannuation benefits/contributions as for full-time employees doing the same kind of work but calculated on a pro rata basis.

6.4 Casual Employment

- 6.4.1 A casual employee is one engaged by the hour and paid as such. In the absence of a firm advance commitment to continuing and indefinite work and will not include a part-time or full-time employee.
- 6.4.2 A casual employee shall be provided with a minimum period of four hours employment on each engagement or will be paid for a minimum of four hours at the appropriate casual rate.
- 6.4.3 Notwithstanding anything to the contrary appearing elsewhere in this Agreement, the services of a casual employee may be terminated by one day's notice on either side or by the payment or forfeiture of one day's salary as the case may be.
 - (a) A casual employee shall be paid per hour one thirty-sixth of the weekly rate prescribed in this Agreement for the classification of work performed plus a casual loading of twenty-five percent of that rate.
 - (b) The casual loading is in lieu of the following paid leave:
 - i. annual leave;
 - ii. personal/Carer's leave; and
 - iii. compassionate leave.
 - (c) overtime rates shall apply to all time worked in excess of:
 - v. in excess of twelve hours in any day; and
 - vi. in excess of thirty-six hours in any seven-day period.
- 6.4.4 Where the Company engages a casual employee, it will notify the relevant parties of the engagement and approximate period if applicable.
- 6.4.5 The parties shall Monitor the use of casual employment during the life of the Agreement.

6.5 New Employees

- 6.5.1 New recruitment with the Company shall be based on equal opportunity and a selection procedure for eligible and qualified candidates.

- 6.5.2 The Company shall be entitled to engage new employees on probation for a period of up to three months, provided that such employees are given written advice prior to the time of employment of such probationary period.

6.6 Presentation

- 6.6.1 All Company representatives and employees are required to maintain a courteous, pleasant, and helpful manner to each other, client employees, contractors, visitors, the public and external emergency services personnel while on duty.
- 6.6.2 Employees must maintain a reasonably high level of presentation in both their issued uniform and personal grooming.

6.7 Confidential Information

Employees must not disclose and must keep confidential any "confidential information" (e.g., the security arrangements, medical information on patients in accordance with first-aid protocols) in regard to the Company and/or any client, customer, or supplier that they may become aware of in the course of their normal duties. The Company shall be responsible for notifying employees of any information deemed confidential.

6.8 Employee Privacy

- 6.8.1 Employees are entitled to continue working in a trusting and secure environment. Should circumstances develop where the installation or utilization of any monitoring system and/or device is considered necessary, the relevant parties shall consult and reach agreement prior to any such installation or utilization and agreement shall not be unreasonably withheld.
- 6.8.2 Employee personal information shall not be released to any party without the written consent of the individual concerned.
- 6.8.3 The Company reserves its right to ensure it can meet fundamental operating requirements of security work on behalf of its clients and in accordance with the Private Agents Registry.

6.9 Termination

- 6.9.1 In order to terminate the employment of an employee the Company shall give the employee the following notice:

Period of Continuous Service	Notice Period
Less than 1 year	1 week
From 1 year to less than 3 years	2 weeks
From 3 years to less than 5 years	3 weeks
5 years or more	4 weeks

- 6.9.2 Employees over forty-five years of age who have completed at least two years of continuous service will be granted an additional one week's notice to that shown in the table above.
- 6.9.3 Upon request the Company shall provide the employee with a written statement specifying the period of employment and the classification of or the type of work performed by the employee.

- 6.9.4 Nothing in this clause shall affect the right of the Company to dismiss an employee without notice for serious misconduct or refusal of duty.
- 6.9.5 Payment in lieu of notice shall be made if the appropriate notice period is not given.
- 6.9.6 In calculating any payment in lieu of notice, the wages an employee would have received in respect of the average rostered hours the employee would have worked during the period of notice had employment not been terminated, shall be used.
- 6.9.7 The period of notice in this clause shall not apply in the case of termination of casual employees, or an employee whose employment is terminated for serious misconduct.
- 6.9.8 An employee is expected to give an equivalent notice unless otherwise agreed between the employee and the Company, except that employees over forty-five (45) years of age are not required to provide an additional week of notice.
- 6.9.9 In the case in which an employee fails to provide the equivalent notice as per clause 6.9.8, for any amount of notice required but not worked, the employee forfeits any notice payments, and the employer reserves the right to withhold payment amount equivalent to the required notice period as specified in 6.9.1.

6.10 Investigations

- 6.10.1 In circumstances where alleged serious misconduct or serious neglect of duty is made against an employee, the Company, after having allowed the employee to be heard (with their representative present if applicable), may stand down the employee with or without pay for up to seventy-two hours whilst investigation continues into the matter.
- 6.10.2 The investigation panel will include one employee nominated representative, one local site manager representative and one external Company representative who will attempt to reach a consensus based on factual evidence before it. If the investigation panel finds the allegation against the employee of misconduct or neglect of duty is not sustained or is not found to be "serious" then any lost payment for the period of the stand-down will be credited to the employee.

6.11 Redundancy

- 6.11.1 **Definition:** An Employee is entitled to redundancy pay if their employment is terminated by the Company because the Company no longer requires their job to be completed by anyone except where this is due to the ordinary and customary turnover of labour (the "OCTL Exception"). Termination or job loss due to the loss of a contract or to variation of a contract resulting in a staffing reduction is usually part of the ordinary and customary turnover of labour within the Company and it is the Company's long-standing practice to rely on the OCTL Exception in these circumstances. Where the Company is able to rely on the OCTL Exception, no redundancy pay will apply. For the avoidance of doubt, ordinary and customary turnover of labour clauses do not apply in regard to the Incolink redundancy payment.
- 6.11.2 The Company is and shall remain during the life of this Agreement, a participating employer in the Redundancy Payment Central Fund Ltd (Incolink), and employees covered by this Agreement are enrolled in Fund No.1 and are entitled to redundancy benefits in accordance with its terms. The relevant amount per week shall be paid by the Company on behalf of employees on a monthly basis. Casual employees are entitled to the weekly rate regardless of hours worked.

6.12 Job Security - Use of Contractors

- 6.12.1 The Company is entitled to engage and use contractors, provided that the job security of employees is not affected.

- 6.12.2 The Company will only use contractors that have in place employee relations practices and policies to ensure sound employee relations and minimise the risk of industrial disruption.
- 6.12.3 Whilst this Agreement remains in operation the Company will not forcibly retrain, make redundant, or otherwise terminate the employment of an employee covered by this Agreement in order to replace such employee(s) with a contractor or otherwise have the work performed by the employee undertaken by a contractor or the employees of a contractor.
- 6.12.4 The Company will notify its employees or their union representatives of any significant decision to use contractors. Such notification will include information regarding scope of work, expected duration and approximate numbers of people to be deployed on site.

6.13 Stand Down of Employees

- 6.13.1 The Company may, under this clause, stand down an employee during a period in which the employee cannot usefully be employed because of one of the following circumstances:
 - 6.13.2 industrial action (other than industrial action organised or engaged in by the Company);
 - 6.13.3 a breakdown of machinery or equipment, if the Company cannot reasonably be held responsible for the breakdown;
 - 6.13.4 a stoppage of work for any cause for which the Company cannot reasonably be held responsible.
- 6.13.5 However, any stand down of an employee due to the circumstances described above is subject to the following conditions:
 - 6.13.6 the Company shall consult with affected employees/ and their representatives about measures to avoid or mitigate the effect of the stand down prior to making a decision to proceed with the stand down;
 - 6.13.7 an employee may only be stood down when there is no work available in his or her usual classification, including reasonable alternate duties that are acceptable to the employee;
 - 6.13.8 During a period of stand down, an employee shall be entitled to access any paid leave which they have accrued;
 - 6.13.9 A stand down shall not exceed four weeks in duration unless otherwise agreed between the relevant parties;
 - 6.13.10 An employee stood down under this clause shall be treated for all purposes (other than payment of wages) as having continuity of service and employment.

6.14 Payment of Earnings

- 6.14.1 All monies under this Agreement shall be paid fortnightly by electronic transfer of funds (EFT) into an account nominated by the employee with a bank or other financial institution for which the Company has an electronic funds transfer arrangement;
- 6.14.2 If, as a result of the Company's payment procedures failing, salary is not paid to an employee by close of normal business hours on the appropriate Thursday, the employee shall be paid at overtime rates for the period the employee is kept waiting

from close of normal business hours until such time as the salary is credited to the employee's bank account.

- 6.14.3 Upon termination of employment all monies due to an employee shall be paid to the employee no later than the next pay period or seven (7) days, whichever is the lesser.
- 6.14.4 On or prior to the pay day, the Company shall state to each employee in writing, the total amount of wages and other payments to which the employee is entitled, the amount of overtimes included, details of any deductions made, and net amount being paid to each employee including Superannuation.
- 6.14.5 Time of payment: Salaries will be paid by EFT into a nominated account within seventy-two hours of the completion of each fortnightly pay period, which ends at the conclusion of Sunday night shift. Where a public holiday falls in that week, payment will be made by Friday.
- 6.14.6 The Company shall provide for the disbursement of salary via employee nominated payroll deductions to be transferred to entities as requested by the employee provided that such entities have the capability to accept such payment.
- 6.14.7 Employees shall be paid annualised salaries that represent total payment, except as otherwise provided within this Agreement.

6.15 Overpayment of wages

- 6.15.1 If an accidental overpayment is made to an employee, the employee will repay the employer. If the employee does not repay the money the Company reserves the right to recover the amount overpaid from the employee's wages and payment of other entitlements.
- 6.15.2 Prior to the Company making any deduction from an employee's wages for an overpayment, the Company and employee will develop a payment schedule. The repayment plan will be based on the following:
 - (a) If the accidental overpayment is identified within a fortnight, the employee must repay within two pay periods, or
 - (b) If the accidental overpayment is identified outside of the initial pay fortnight, the following formula should be used:
$$\text{Period of overpayment} + \text{Time lapsed to identify overpayment} = \text{max period of repayment term (capped at 6 months)}$$
 - (c) Period of overpayment + Time lapsed to identify overpayment = max period of repayment term (capped at 6 months)
- 6.15.3 All overpayments must be repaid within six months. Any repayment arrangement will be agreed between the employee and the Company, and any such arrangement will give consideration to the employee's financial circumstances within reasonable bounds to as not cause the employee financial hardship.
- 6.15.4 For the purposes of this clause, any amounts owing at termination will be deducted (in accordance with legal requirements).

6.16 Salary Packaging

- 6.16.1 The Company shall facilitate salary packaging for employees. Salary packaging will be made available on the basis that employees are advised to obtain and are solely responsible for independent financial advice in relation to salary packaging. Net salary will be adjusted to reflect any upwards or downwards changes to fringe benefits tax or any new taxes associated with packaging.
- 6.16.2 Subject to taxation and other legislation and the Australian Taxation Office (ATO) guidelines, the non-cash component of the salary may include superannuation.

- 6.1.8 The employee's annualised salary shall be used for the purposes of superannuation salary. Salary sacrificing shall not reduce the salary that is used for the purposes of superannuation or other benefits or entitlements.

7. RATES OF PAY

- 7.1.1 From the first full pay period on or after 1 July 2024 the wage rates as contained in the tables in Schedules B and C shall apply.
- 7.1.2 From the first full pay period on or after 1 July 2025 the rates as contained in the tables in Schedules B and C shall apply being an increase of 4%.
- 7.1.3 From the first full pay period on or after 1 July 2026 the rates as contained in the tables in Schedules B and C shall apply being an increase of 4%.
- 7.1.4 From the first full pay period on or after 1 July 2027 the rates as contained in the tables in Schedules B and C shall apply being an increase of 4%.
- 7.1.5 Such increases (percentage equivalent) will also apply to all allowances and other monetary benefits set out in the Agreement.
- 7.1.6 The Trainee classification is based on shift-work hours. After twelve months training and having attained the necessary qualifications and having completed the necessary inductions, trainees shall automatically progress to the appropriate pay level. Trainees shall be upgraded in classification immediately upon successful attainment of the minimum skills and qualifications appropriate to the classification.

8. SUPERANNUATION

- 8.1 Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992 (Cth)*, the *Superannuation Guarantee Charge Act 1992 (Cth)*, the *Superannuation Industry (Supervision) Act 1993 (Cth)* and the *Superannuation (Resolution of Complaints) Act 1993 (Cth)*, deal with the superannuation rights and obligations of employees and employers. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund; if an employee does not choose a superannuation fund, the Company will request the stapled super fund details from the ATO and pay into it. If no stapled super fund can be identified, the default fund will be the fund nominated from time to time by the Company.
- 8.2 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.
- 8.3 The Company must approve the application for salary sacrifice before the Employee's ordinary wage is adjusted for salary sacrifice contributions.
- 8.4 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.
- 8.5 Unless otherwise agreed by the Company, an Employee may revoke or vary their Salary Sacrifice Agreement once in each 12 months in accordance with Company policy.
- 8.6 Not less than one month's written notice shall be given by an Employee of their revocation or variation of a Salary Sacrifice Agreement.
- 8.7 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.

9. ALLOWANCES & PAYMENTS

9.1 Meal Allowances

- 9.1.1 A meal allowance as shown in the table of Schedule C shall be payable if an employee is required to work for not less than two hours in addition to normal rostered hours or rostered shift, and a further meal allowance shall be paid for each additional four hours.
- 9.1.2 Where an employee works overtime on a non-rostered day a meal allowance shall be payable after four hours and further meal allowances after each subsequent four hours. A maximum of two meal allowances will be paid for a twelve-hour overtime shift that is worked on a rostered day off.

9.2 Loy Yang Outage Allowance

An outage allowance as shown in the table of Schedule C shall be payable to employees each hour they are rostered on while Loy Yang Power has a power station Unit Outage in progress.

9.3 Travel Allowance

A travel allowance as shown in the table of Schedule C shall be paid for each occasion an employee attends work to compensate an employee for all travel times, fares and related expenses incurred. However, when Company Transport is provided the travelling allowance is not paid.

9.4 Senior Gatehouse Officer Allowance

Security officers who are rostered to work as the senior gatehouse officer will receive an allowance, as shown in the table of Schedule C of this Agreement for each hour that they are rostered as the "senior." Rostering of the "senior" shall be rotated equally amongst suitably qualified and experienced Gatehouse Officers.

9.5 Annual Retention Bonus

Employees under this agreement may be eligible for an annual retention bonus of \$1,000 gross to be paid annually on the anniversary of the agreement for the life of the agreement.

10. LICENSES

10.1 Security Licence

- 10.1.1 All employees undertaking security duties are required to hold a relevant licence in accordance with the *Private Security Act 2004* (Vic).
- 10.1.2 Any employee whose relevant licence is cancelled in accordance with the provisions of the *Private Security Act 2004* (Vic), or any other applicable legislation will be deemed to have breached the employment agreement, and their employment may be suspended or terminated by the Company in accordance with the provisions of clause 4.9 (Termination) of this Agreement.
- 10.1.3 The Company will use its best endeavour to notify the employee of the pending expiry date of their Security Licence at least 30 days prior to the expiry date.
- 10.1.4 Any employee whose Security Licence is expired or suspended, the Employee 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 10.1.2 will apply.

10.2. Drive License

- 10.2.1 Any employee required to undertake security duties in a motor vehicle (for e.g. conduct a mobile patrol or operate any emergency response vehicle), is required at all times to hold an unrestricted and valid driver's licence to operate such vehicle on public roadways.
- 10.2.2 Any employee required to use or conduct security duties in a motor vehicle and whose driver's licence is suspended, cancelled or revoked for a period in excess of three (3) months may be deemed to have breached their employment agreement and their employment may be suspended or terminated by the Company in accordance with the provisions of section 4.9 (Termination) of this Agreement. The company can exercise the option of alternative duties for this duration. Such approval will be provided by the relevant M&S Security Manager after consultation with the Shift Supervisor and customer and will not be unreasonably withheld.

10.3 Reimbursement of Licence

The Company shall reimburse employees the cost of licence renewals that are required for their employment (including but not limited to security licence and car/truck licence) on production of a receipt. The employee must have completed twelve months employment to be eligible for licence reimbursement.

11. HOURS OF WORK

11.1 Ordinary Work Hours

The ordinary hours of work of employees shall be thirty-six (36) hours per week averaged over the roster cycle (nine days in the case of shift-workers and fourteen days for others).

11.2 Day-Workers

- 11.2.1 Day-work employees will work a nine-day fortnight Monday to Friday with every second Monday being a Rostered Day Off (RDO).
- 11.2.2 Where a Monday is a public holiday (or a day in lieu of a public holiday that falls on the weekend), the RDO will be moved to the nearest working day or otherwise as agreed by the relevant parties. Workgroups will flexibly roster RDOs to maintain full day per fortnight coverage to meet business needs.
- 11.2.3 RDOs may be moved to a day other than a Monday by mutual agreement between the individual employee and the Company. In the absence of such mutual agreement, where an employee is requested to work their RDO, normal overtime provisions shall apply. Employees will have the ability to bank their RDOs up to five days and take them at a mutually acceptable time.
- 11.2.4 The ordinary hours of work shall be thirty-six (36) hours per week averaged across the nine-day fortnight. Each work day shall commence at 06:30hrs and conclude at 18:00hrs with a thirty-minute (30) unpaid meal break taken at least 3 hours prior to the completion of shift, except that the start and finish times may be changed within a spread of hours of 06:00hrs and 18:00hrs. Times may be varied to suit specific occasions where there is agreement between the employee concerned and the site manager.

11.3 Shift Work

- 11.3.1 The shift roster shall be twelve (12) hour day shifts and twelve (12) hour night shifts rotating across the full year including weekends and public holidays.
- 11.3.2 The roster cycle shall be a repeating pattern of two-day shifts followed by two night shifts followed by five days rostered off as shown in Appendix A. The start and finish

times for the Gatehouse Officers, Control Room Officers and Security Officers of Lay Yang shall be 06:00hrs and 18:00hrs.

- 11.3.3 The 4 on 5 off roster pattern equates to more than thirty-six hours per week. Accordingly, the annual leave of shift work employees has been increased to compensate.
- 11.3.4 Each roster shall be sixty-three days in duration and at the completion of each roster all employees shall rotate to a different roster line in such a manner as to share working the roster lines. The pattern of rotation shall be agreed between the relevant parties.
- 11.3.5 Handover shall take place in the last (10) minutes after the official shift start time for the effective handover of information from the outgoing shift to the incoming shift and counts of time worked. No shift work employee that is a part of the minimum staffing requirements will leave site unless relieved by another officer.
- 11.3.6 Without the consent of the employee:
 - (a) An employee shall not be rostered for more than five (5), twelve (12) hour shifts in any nine consecutive days.
 - (b) An employee shall not be rostered to work more than five consecutive shifts, during which period every endeavour shall be made to ensure employees are not required to work more than two (2) consecutive night shifts.
 - (c) An employee shall receive a minimum of seventy-two hours' notice of any changes to their rostered shifts.

11.4 Variations to Rosters

- 11.4.1 Subject to the approval of the appropriate supervisor or manager, employees may, by mutual agreement, exchange shifts and days off or parts thereof but in these circumstances pay shall be as if the work had proceeded according to the roster.
- 11.4.2 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 place.
- 11.4.3 Where such change is performed in accordance with the above the personnel concerned will be covered against any accident as if it were their normal shift.
- 11.4.4 Without limiting the operation of any part of clause 11.3 and 23, the Company 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.
- 11.4.5 Once a roster cycle as prescribed by clause 11.3 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.
- 11.4.6 Employees MUST complete the appropriate Mutual Shift Swap form for authorisation and such form MUST be authorised by the Supervisor or Manager to confirm agreement PRIOR to the shift swap occurring, such agreement not being unreasonably withheld. If the shift swap is withheld, the reason shall be provided in writing.

11.5 Meal & Rest breaks

- 11.5.1 An employee shall not be compelled to work for more than five hours without a break for a meal.

11.2.2 All meal breaks for shift workers, whether in ordinary time or overtime, shall count as time worked save for the provisions of clause 11.2.4.

11.2.3 Paid rest breaks shall be allowed, and the employer shall provide the facilities (including milk, tea, coffee, and sugar) for an employee to make tea or coffee. These facilities shall also be available during rest breaks.

11.3 Daylight Saving

11.3.1 Notwithstanding anything contained elsewhere in this Agreement, in any area where, by reason of legislation, summertime is prescribed as being in advance of the standard time, the length of the shift:

- (a) commencing before the time prescribed by the relevant legislation for the commencement of a summertime period; and
- (b) commencing on or before the time prescribed by such legislation for the termination of a summer period,

shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end, the time of the clock in each case is to be set to the time fixed pursuant to the relevant legislation.

11.3.2 In this subclause, the expressions standard time and summertime shall have the same meaning as prescribed by the relevant legislation.

11.4 Time-Keeping

An employee, who without reasonable cause, reports for duty after the appointed starting time or fails to attend for duty or ceases duty before the appointed finishing time, shall lose pay for the time of such non-attendance, calculated to the nearest quarter of an hour. The employee is required to promptly communicate to the company if they will not be reporting for duty on time.

12. OVERTIME

12.1 General

12.1.1 All time worked by an employee in excess of ordinary time as shown in clause 11 shall be paid for at the rate of double time calculated to the nearest quarter of an hour, except where such overtime is worked on a public holiday whereupon it shall be remunerated at the rate of double-time and a half.

12.1.2 Overtime rates shall apply to all time worked in excess of:

- (a) in the case of day-workers:
 - i. outside of the normal spread of hours;
 - ii. on Saturdays, Sundays, and public holidays;
 - iii. in excess of eight hours in any day; and
 - iv. in excess of thirty-six hours in one week;
- (a) and in the case of shift-workers:
 - i. in excess of twelve hours in any day; and
 - ii. in excess of forty-eight hours in any 2-day period;

- (b) or for any period of work for which the employee did not receive 168 hours' notice (one week);
 - (c) subject to sub-clause 12.1.3 below, when the employee accepts overtime, the overtime worked will automatically be paid as per the rates in clause 12.1.1, 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);
 - (d) this clause should be read in conjunction with clause 14.2.1;
 - (e) where an employee has worked overtime and:
 - i. is suffering from fatigue and concern exists for his or her ability to safely travel home; or
 - ii. finishes work at a time when that employee's normal mode of transport is not available (e.g. a carpool);
 - (f) the Company shall provide conveyance of the employee (and their vehicle) to the employee's home.
- 12.1.3 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- (a) fatigue or any other risk to the employee's health and safety that might reasonably be expected to arise if the employee worked the overtime;
 - (b) the employee's personal circumstances (including family responsibilities);
 - (c) the operational requirements of the workplace, or enterprise;
 - (d) any notice given by the Company of the requirement or request that the employee work the overtime;
 - (e) any notice given by the employee of the employee's intention to refuse to work the overtime;
 - (f) any other relevant matter;
- 12.1.4 The maximum number of consecutive hours that may be worked without a ten-hour break shall be sixteen (inclusive of normal tea and meal breaks).

12.2 Rest Period

- 12.2.1 An employee shall be entitled to ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence in the following circumstances:
- (a) where an employee works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that the employee has not had at least ten consecutive hours off duty between those times; or
 - (b) where an employee not engaged on continuous shift work works overtime on a Sunday or public holiday which continues after 21:30hrs.
- 12.2.2 If an employee is instructed by the Company to resume or continue work without having had such ten (10) consecutive hours off duty, the employee shall be paid at double time until released from duty and shall be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

12.3 Overtime Equalisation System

- 12.3.1 A system of equalisation of the hours of overtime opportunities at each site shall be used for all overtime worked by shift work personnel at that site.
- 12.3.2 A list will be maintained in the watch room and shall show cumulative and year-to-date amounts of overtime worked by each individual.
- 12.3.3 Employees with the least amount of overtime hours recorded are to be contacted first, provided they are considered available for work (i.e., not on leave, union duties or training). This person shall be the first preference person in relation to the call-in.
- 12.3.4 Employees may be contacted for overtime at any time provided that off duty personnel shall not be contacted between 22:30hrs and 06:00hrs unless not to do so would place health and safety at risk.
- 12.3.5 Overtime equalisation system hours shall be reverted back to zero for each individual as from the start of the financial year (1st July).
- 12.3.6 The overtime equalisation system will be audited from time to time by a person nominated by the employees at each site. The Company shall make available all necessary overtime and payroll data including payment taken as time in lieu, such that the auditor can be satisfied that the overtime actually worked by each individual concurs with the overtime remunerated and the overtime hour's list.

12.4 Call-Outs

All shift workers will be requested on occasions, to come into work after hours to meet work requirements or emergencies. The following conditions will apply:

- 12.4.1 callout response will be normally over (1) hour from receiving a call to the time of reporting to the nominated officer on site;
- 12.4.2 minimum pay for all call outs will be four (4) hours;
- 12.4.3 an employee who is on annual leave and who reports for duty to attend an emergency incident shall also be credited with leave equal to the twice the amount of time worked.

12.5 Employee Detained

- 12.5.1 Where an employee, prior to or on the completion of their rostered shift, is notified that they are required to remain on duty after the completion of their rostered shift, the detained employee shall be paid at the rate of double time for a minimum of four hours work, provided that such detained employee is retained for more than one hour.
- 12.5.2 An employee retained on duty and who works or is deemed to have worked for four hours after the completion of his/her rostered shift, shall receive the prescribed meal allowance.
- 12.5.3 Provided further that, where the employee is detained for at least fifteen minutes, but less than one hour, the detained employee shall be paid at the rate of double time for a minimum of one hour.
- 12.5.4 In addition, an employee retained on the completion of his/her shift, shall then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time accruing during that absence off duty.
- 12.5.5 An employee detained shall be allowed a rest period of twenty minutes without reduction of pay after each four hours overtime worked if the employee continues to work after such rest period.

13. PUBLIC HOLIDAYS

13.1 General

13.1.1 Public holidays shall be determined in accordance with the following:

- (a) New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, King's Birthday, Friday before AFL Grand Final, Melbourne Cup Day, Christmas Day and Boxing Day and any other day gazetted under the Public Holidays Act 1993 (Vic) or by the Minister in the Government Gazette shall be observed as public holidays;
- (b) when Christmas Day is a Saturday or Sunday, a public holiday in lieu thereof shall be observed on 27 December;
- (c) when Boxing Day is a Saturday or Sunday, a public holiday in lieu thereof shall be observed on 28 December;
- (d) when New Year's Day, Australia Day, or Anzac Day is a Saturday or Sunday, a public holiday in lieu thereof shall be observed on the next Monday, provided that if such Monday is a Rostered Day Off (RDO) the RDO shall be moved to another day other than Saturday or Sunday;
- (e) notwithstanding the provisions of this clause, an employee required to work on 25 December shall be entitled to payment as prescribed for Public Holiday work, including the appropriate minimum payment for call back where applicable, provided that:
 - i. where 25 December falls on either a Saturday or a Sunday and another day is substituted as a holiday for 25 December, then an employee who works on 25 December shall not be paid in addition at the holiday rate on the said substituted day if the employee works on that day; and
 - ii. the payment for duty on the said substituted day shall be in accordance with clause 12 for overtime.
- (f) day-work employees shall be entitled to the day off without loss of pay on a public holiday.

13.1.2 All overtime work on a public holiday shall be remunerated at double time and a half with the employees having the option to take leave or pay.

13.2 Shiftwork

13.3 Where a shift commences before midnight on a public holiday and extends beyond the holiday, the time so worked before midnight shall not entitle the employee to the public holiday rate, provided that the time worked by an employee on a shift commencing before midnight on the day preceding a holiday and extending into a holiday shall be regarded as time worked on such holiday.

13.4 In respect to public holidays, shift-work employees shall be entitled to the following in addition to their normal pay:

13.4.1 a shift-work employee who is rostered off shall, at the discretion of the employee, be entitled to:

- (a) an additional eight hours pay at their normal rate; or
- (b) eight hours leave credit in lieu thereof.

13.4.2 a shift-work employee who was rostered off but works overtime on the public holiday shall, at the discretion of the employee, be entitled to:

- (a) in respect to the public holiday – an additional eight hours pay at the normalised rate or eight hours leave credit in lieu of the public holiday; and
 - (b) in respect to the overtime – double time and a half for all time worked.
- 13.4.3 a shift-work employee who is rostered on and works ordinary time on such public holiday shall, at the discretion of the employee, be entitled to:
- (a) an additional one and a half shifts pay at their normal rate; or
 - (b) a leave credit of one shift and an additional half shift's pay at their normal rate; or
 - (c) a leave credit of one and a half shifts.
- 13.4.4 by mutual agreement, and where it is practicable, a shift-work employee who would normally be rostered for duty on a shift which falls on such a public holiday may observe the public holiday without loss of pay.

14. LEAVE

14.1 Definitions

Within clause 14 the following definitions shall apply:

- 14.1.1 the term "immediate family" means:
 - (a) a partner, child, parent, grandparent, grandchild, or sibling of the employee; or
 - (b) a child, parent, grandparent, grandchild, or sibling of a partner of the employee;
- 14.1.2 the reference to "partner" includes a former partner, a de facto partner or a former de facto partner. A de facto partner, in relation to a person means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same or different gender);
- 14.1.3 the reference to "child" includes an adopted child, a stepchild, an ex-nuptial child, and an adult child;
- 14.1.4 the reference to "parent" includes a foster parent and stepparent;

14.2 Annual Leave

- 14.2.1 Shift work employees will accrue annual leave at the annual rate of 276 hours (inclusive of extra annual leave to compensate for the roster being in excess of the 36-hour week).
- 14.2.2 Day-work employees will accrue annual leave at the annual rate of one hundred and seventy-four (174) hours.
- 14.2.3 The granting of annual leave is subject to the Company's operational requirements:
 - (a) the Company may approve single days of annual leave, or leave without pay as requested by an employee at the discretion of the Company;
 - (b) in line with operational requirements and to enable annual leave applications to be processed on the annual leave roster the employee should give the Company a minimum of two (2) weeks' and ideally four (4) weeks' notice of the proposed leave commencement whenever possible;

- (c) leave applications with greater than twelve (12) months' notice will be processed at the discretion of the Company;
 - (d) applications for annual leave will not be unreasonably refused;
- 14.2.4 Payment of salary during any period of annual leave shall be made to employees at the ordinary rate of pay and in the same manner as if the employee had continued working;
- 14.2.5 An employee whose service is terminated or is about to terminate for any reason whatsoever shall be paid for any annual leave standing to the employee's credit, provided that any debts owing to the Company by the employee will be offset against any payment in lieu of leave due to that employee. Payment in lieu of leave shall be made at the rate of pay applicable to the employee on the date when employment is terminated.
- 14.2.6 Applications for leave shall be made on the prescribed form and be approved before leave is taken provided that applications that are made remote from the workplace or short notice may be approved and the prescribed form completed by the employee upon his or her return to work.
- 14.2.7 Any public holiday, to which an employee is entitled without loss of pay, occurring during a period of paid leave shall not be regarded as part of the leave.
- 14.2.8 The Company in consultation with the employees will construct a mutually acceptable leave roster for a twelve (12) month period.
- 14.2.9 Leave shall be rostered by application only, provided that the employee, by the 30th March each year, applies for a minimum of three rounds of shifts (which may be broken into two rounds and one round) for leave.
- 14.2.10 The period between 15 December and the 21 January each summer and the period from one (1) week prior to Easter to one (1) week after Easter shall be classified as "Priority Leave Periods". Leave applications for Priority Leave Periods will be processed in accordance with a system developed by the employees that shares equitably the leave taking opportunities over these high demand periods.
- 14.2.11 Annual leave should be taken annually however shift work employees may accumulate up to three hundred and sixty (360) hours and day work employees may accumulate two hundred and eighty-eight (288) hours of annual leave (inclusive of time-off-in-lieu of overtime and public holiday credits) at any time, above which an amount of annual leave will be classified as excess leave. Unless specific arrangements have been agreed to by the Company and the relevant employee the following process shall apply to excess leave:
- (a) the employee will be notified by the Company that their leave is in excess and be requested to rectify the situation by submitting appropriate leave application form(s);
 - (b) if the employee fails to submit the required leave application form(s) within two (2) weeks, the Company will warn the employee in writing of the requirement to act accordingly;
 - (c) should the employee fail to submit the required leave application form(s) after a further four weeks has passed and provided that the employee is given a minimum of one (1) month advance notice, the Company may direct the employee to take the amount of leave in excess.
- 14.2.12 By agreement between the Company and an employee a period of annual leave may be taken in advance of the entitlement accruing. Provided that if leave is taken in advance and the employment terminates before the entitlement has accrued the

Company may make a corresponding deduction from any money due to the employee on termination.

14.3 Long Service Leave

- 14.3.1 Long Service Leave entitlements shall be in accordance with the Long Service Leave Act 2016 (Victoria) and the Long Service Benefits Portability Act 2016 except that the rate of accumulation shall be 1.3 weeks per year of service.
- 14.3.2 MSS Security has registered and will comply with the requirements as provided for by the Victorian Portable Long Service Authority.
- 14.3.3 Employees may access long service leave after seven years of service.
- 14.3.4 Long service leave may accrue without limit.

14.4 Personal/Carer's leave

- 14.4.1 Employees shall accrue on a daily basis personal/carer's leave at the rate of one hundred and twenty (120) hours per annum. In addition, employees that are transferred from their previous contractor shall be granted fifty-eight hours of personal/carer's leave upon commencing employment with the Company.
- 14.4.2 Employees shall be entitled to accrue personal/carer's leave without limit for use as personal leave or carer's leave.

14.5 Personal leave

- 14.5.1 Any employee absent from his/her work on account of personal illness or on account of injury by accident shall be entitled to leave of absence without deduction of pay subject to the following conditions and limitations:
 - (a) the employee shall, at the commencement of such absence, inform the Company of their inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence. If it is not practicable for the employee to give the Company prior notice of the absence the employee must notify the Company of such absence at the first opportunity. Employees must endeavour to notify their absence, at the earliest time practical, preferably prior to the start of the shift;
 - (b) the employee shall not be entitled to receive more than three single shift absences on personal leave without a medical certificate in any one calendar year provided that a statutory declaration may be accepted if a satisfactory explanation can be given why a certificate from a registered health practitioner is not submitted. Provided further, that where such single shift absence occurs before or after a public holiday, a medical certificate or statutory declaration shall be supplied;
 - (c) an employee absent from work on account of illness or injury shall be entitled to leave of absence of any period not exceeding twelve months inclusive of leave without pay where paid personal leave is exhausted;
 - (d) personal leave will be granted during all other forms of paid leave, provided a satisfactory medical certificate from a registered health practitioner is produced for any period of illness or injury. In such circumstances the employee's period of illness/injury shall be re-credited to their leave balance, or with the approval of the Company the paid leave shall be extended. In these instances, the balance of time that the employee was ill or injured will be deducted from their personal leave balance.
- 14.5.2 In the situation where the employee has sustained an illness and/or injury that has the potential to affect the employee's ability to perform their role, the Company has the

right to have the employee assessed by the Company's preferred doctor to ensure the employee is fit for duties.

14.6 Carer's Leave

- 14.6.1 Carer's leave enables employees to provide care and support for an immediate family member or a member of the employee's household in the event of illness or injury of the member or an unexpected emergency affecting the member.
- 14.6.2 The employee must provide a medical certificate from a registered health practitioner or statutory declaration if they wish to take carer's leave.
- 14.6.3 In this situation, the documentation must indicate that the employee's immediate family member or household member had, has or will have a personal illness or injury or an unexpected emergency to such degree that the illness or injury is such as to require care by another or, where applicable, that the unexpected emergency affected the person requiring care during the period.
- 14.6.4 The employee must wherever practicable, give notice of the absence to the Company, including:
 - (a) intention to take carer's leave;
 - (b) reason for taking leave; and
 - (c) estimated length of the absence.
- 14.6.5 If it is not practicable for the employee to give the Company prior notice of the absence, the employee must notify the Company of such absence at the first opportunity.
- 14.6.6 An employee who has exhausted their paid personal/carer's leave entitlements is entitled to up to two (2) days or shifts unpaid carer's leave for each occasion when a member of the employee's immediate family or household requires their support because of personal illness, injury, or an unexpected emergency. Employees also have the option of using annual leave, unpaid leave that may be granted at the discretion of the Company or time off in lieu of overtime, for carer's leave purposes.
- 14.6.7 Should employees be required to attend medical appointments (including family members) for only part of a shift, the following provisions shall apply:
 - (a) up to four hours of a shift absent - no deduction (of personal/carer's leave);
 - (b) above four hours - the Company will only deduct excess hours over four hours from personal/carer's leave entitlements.

14.7 Compassionate Leave

- 14.7.1 An employee is entitled to a period of two days or shifts of paid compassionate leave for each occasion when a member of the employee's immediate family or a member of the employee's household:
 - (a) dies; or
 - (b) contracts or develops a personal illness that poses a serious threat to their life; or
 - (c) sustains a personal injury that poses a serious threat to their life.
- 14.7.2 Individual cases, in which this limit of two days may operate flexibly, particularly where the partner or child of an employee is concerned, will be considered on their merits.

14.8 Parental Leave

- 14.8.1 An employee's employment contract shall not be terminated on the grounds of pregnancy or their absence on parental leave.
- 14.8.2 An employee, including an eligible casual employee, shall be entitled to a continuous period of one year of unpaid parental leave, provided the employee complies with the notification and documentation requirements in this clause and has completed at least one year of continuous service with the Company immediately before the expected date of birth.
- 14.8.3 An employee who has not completed at least one year of continuous service with the Company immediately before the expected date of birth may apply for a period of leave without pay. The Company may approve such leave at its discretion.
- 14.8.4 An employee may request in writing an extension of unpaid parental leave to a total of 24 months. The Company may only decline such request based on reasonable grounds.
- 14.8.5 An employee returning to work after the expiration of parental leave shall be entitled to the job which they held immediately before proceeding on parental leave. Where the job no longer exists, the employee shall be placed in a position as near as possible to status and of no less pay to that of the former job. In the case of an employee who was transferred to a safe job or commenced working part-time due to their pregnancy, prior to commencing parental leave, they are entitled to return to the job which they held immediately before being transferred to a safe job or commencing part-time work, respectively.
- 14.8.6 Once parental leave has commenced, the employee may extend or shorten the period of unpaid parental leave by giving written notice of least fourteen days in advance.
- 14.8.7 Any period of paid leave, or permanent part-time employment, taken in conjunction with leave granted under clause 14.8 shall be counted as continuous service with the Company.
- 14.8.8 During unpaid parental leave up to 150 hours, personal/carer's, annual and long service leave entitlements continue to accrue. During unpaid parental leave absences in excess of 150 hours, personal/carer's, annual and long service leave entitlements shall cease to accrue for such period.
- 14.8.9 An employee may request to work part-time to meet parental responsibilities and/or an employee may work part-time where this is necessary or desirable because of their pregnancy.

14.9 Paid Parental Leave

- 14.9.1 An employee (with at least twelve months' service before the expected date of birth) upon the production of a medical certificate stating that they are pregnant and specifying the expected date of delivery:
 - (a) shall be granted parental leave on full pay for a period of 150 hours. The period of 150 hours leave shall commence six weeks prior to the expected date of delivery unless the employee provides written documentation from their medical practitioner to certify the time to which they may safely and productively work. If the birth occurs more than six weeks prior to the expected date of delivery, the period of 150 hours leave shall commence from the actual date on which they first proceed on paid parental leave.

- (iii) may be granted periods of annual leave and/or long service leave taken in conjunction with the parental leave and/or leave without pay following parental leave;
 - (c) shall be granted leave without pay up to a parental leave absence of twelve months (including any other paid leave).
- 14.9.2 Any public holiday or other statutory holiday which may fall within the period of 150 hours paid parental leave shall be counted as a day of such paid parental leave.
- 14.9.3 Absences on paid parental leave shall count as service for personal/carer's leave, annual leave, and long service leave purposes.
- 14.9.4 Where the pregnancy of an employee terminates earlier than twenty weeks prior to the expected date of delivery, their entitlement to any leave under this sub-clause shall cease.
- 14.9.5 Where, in the opinion of a registered medical practitioner, illness or risk arising out of pregnancy or hazards connected with the work assigned to the employee make it inadvisable for them to continue at their present job, they shall, where practicable, be transferred without loss of pay or conditions to an appropriate job that is without the above, or other unacceptable risks/hazards, until the commencement of parental leave.
- 14.9.6 Paid leave will be provided where a registered medical practitioner is of the view that illness or risk arising out of a pregnancy or hazards connected with the job make it inadvisable for a pregnant employee to continue in their current position and it is not practicable for the employee to be transferred to a safe job.
- 14.9.7 Where the pregnancy of an employee not then on parental leave terminates other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary or paid personal/carer's leave entitlements.
- 14.9.8 Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid personal/carer's leave to which they are entitled in lieu of, or in addition to, special parental leave.
- 14.9.9 Where an employee not then on parental leave suffers illness related to their pregnancy, they may take any paid personal/carer's leave to which they are then entitled, and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before their return to work.

14.10 Adoption leave

- 14.10.1 An employee who has twelve months service with the Company immediately before the placement date of a child aged up to five years with the employee and who makes a statutory declaration that they are the adoptive parent of, or has accepted responsibility for the care of a child, shall be granted leave of absence on full pay for a cumulative period of one (1) week for day workers or one block of four (4) shifts for shift workers (paid adoption leave), provided that such paid adoption leave shall commence within three weeks of the placement date of the child.
- 14.10.2 Absence on paid adoption leave shall count as service for personal/carer's leave, annual leave, and long service leave purposes.
- 14.10.3 An employee who provides evidence that they are the adoptive parent of or has accepted responsibility for the care of a child, aged up to five years, shall be granted up to twelve months absence on leave without pay. This period should commence within six weeks of the placement of the child.

- 14.10.4 An employee, who is seeking to adopt a child, shall be eligible for up to two (2) days' leave without pay to attend compulsory interviews or examinations that are part of the adoption procedure.

14.11 Civic Duty

- 14.11.1 An employee on weekly employment required to attend for jury service during ordinary working hours shall be paid the difference between jury payments and his/her rate of pay for the time spent on such service provided the Company has proof of attendance and the duration of such attendance.
- 14.11.2 An employee shall notify the Company as soon as possible of the date upon which the employee is required to attend for jury service.
- 14.11.3 Where an employee on weekly employment has received a subpoena or has been called by the Crown as a Crown Witness, the employee shall be granted the necessary time away from work without loss of pay.
- 14.11.4 Where an employee has received a private subpoena or has been called as a private witness, the employee is not paid by the Company but should advise the Court that reimbursement for the loss of wages is required. The Company will provide necessary assistance to enable reimbursement.

14.12 Emergency Volunteers

Where an employee is a member of a voluntary organisation, which is called upon by the Government or the Victoria Police to assist in fire-fighting, flood operations or other emergency operations, that employee shall be released on annual leave or leave without pay for the duration of their participation in operations, provided that they can be spared by the Company.

15. STAFFING LEVELS

- 15.1.1 The following staffing levels shall apply under the Company's current contract with AGU, Loy Yang. Should the Security or contract with AGU, Loy Yang change, the relevant parties shall confer and reach agreement prior to any changes being implemented and such agreement shall not be unreasonably withheld.
- 15.1.2 The minimum number and classification of personnel present on rostered duty at any time under the current contracts at the time of making this Agreement shall be one gatehouse officer.
- 15.1.3 Additionally, a Security Team Leader shall be on duty on a Monday to Friday basis, excluding public holidays.
- 15.1.4 The minimum number of personnel employed on a permanent (full-time equivalent) basis shall be in accordance with the table below. Where staffing levels with a classification are required to be reduced, this shall only occur through natural attrition, i.e. retirement, resignation, promotion, etc.

Minimum Staffing Levels for Site Security	
Security Team Leader (day-work)	1
Gatehouse Officers (1x12 shift)	6
Control Room Officers (1x12 shift) (*proposed 24-hour service provision. Actual staffing level will be dependent on confirmed service provision with client)	3*

16. CLASSIFICATIONS

- 16.1 It is intended that the classification structure be utilized as an opportunity for employees to enhance their skills and career opportunities.
- 16.2 The following table details the minimum qualifications required for each classification and the typical duties associated.

Site Security Contract		
Title	Minimum Qualifications	Typical Duties
Security Team Leader	Qualifications as per Gatehouse Officer; and Certificate III in Security Operations (CPP30407); Implement Effective Communication Techniques (CPPSEC4002A); Promote Team Effectiveness (BSBWOR402A); and Current Victorian Drivers' Licence	Reports to Site Manager; Liaises with Team Leader; Supervise the gatehouse security team; Provide security advice to client; Duties as per the Gatehouse Officer.
Gatehouse / Control Room Officer	Certificate III in Security Operations including: Monitor Security from a Control Room (CPPSEC3020A); and Current Security Licence with Crowd Controller, Security Guard and Control Room; and Advanced First Aid – Level II (HLTA404A) including semi-automatic external defibrillation, pain, and asthma management;	Reports to the Security Team Leader and/or the Team Leader; Access control and security functions of gatehouse including: Monitor and operate security computer system and other building alarms; Provide safety induction to employees, contractors, and visitors to the site.
Security Officer	Certificate III in Security Operations; Current Security Licence with Crowd Controller and Security Guard; Basic First Aid – Level II (HLTA301B); and Victorian Drivers' Licence (where required for mobile duties)	Static or mobile patrol security services

- 16.3 All employee qualifications will be made available for inspection by the Company, if requested, to ensure that employees continue to meet the minimum qualifications of their classification.
- 16.4 Where an employee performs duties of a higher classification they shall be remunerated (salary and superannuation) at the rate of the higher classification.

17. SKILLS & TRAINING

- 17.1 The Company will conduct an annual employee appraisal to cover all aspects of employment including performance, training, and development. These appraisals are to be structured in such a way as to allow a two-way communication between the appraiser and

the employees. Appraisal standards and structure are to be agreed upon by the relevant parties.

- 17.2 Flexibility of the workforce is essential to the success of the Company's enterprise and all employees shall be provided such information, instruction, training, and supervision as is necessary to ensure they can apply all the skills necessary to meet work requirements in a manner that is safe and without risk to health. The Company shall pay all reasonable costs associated with training.
- 17.3 The Company shall endeavour that every employee shall be trained to client base requirements and relevant industry standard competencies. This will be conducted within the constraints of the rosters where possible.
- 17.4 Training may fall into three areas: on-course, on-the-job and distance. Where possible, skills shall be recognised in industry competencies. Existing knowledge will be taken into account in the granting of exemptions and credits.
- 17.5 Training for employees shall occur during rostered working hours wherever possible.
- 17.6 Where an employee seeks to undertake training that is not a requirement of his or her position with the Company, arrangements in terms of time off and expenses should be mutually agreed with the Company based on the degree to which the acquired skills and/or knowledge would be of value to the Company.
- 17.7 Most external training occurs during normal working hours Monday to Friday.
- 17.8 The Company will be responsible for training of employees to the level required by the client when training is required.

18. DUTIES

18.1 Additional Work

- 18.1.1 Additional work will only be introduced after consultation and agreement of the relevant parties.
- 18.1.2 Site safety and security measures have been suggested which may contribute to overall site safety. In this regard the workgroup has agreed to implement on-site vehicle speed monitoring/intervention in accordance with client requirements and protocols yet to be developed.

18.2 Technology

- 18.2.1 Introduction of new and additional technology shall only occur after consultation and agreement of the relevant parties. Appropriate training by a suitably skilled trainer must be undertaken before utilisation of new technology.
- 18.2.2 All emergency calls (only) made on the radio system will be electronically recorded for the purposes of:
 - (a) incident investigations by authorities acting under statutory powers (e.g. Victoria Police, WorkSafe);
 - (b) third parties where it directly or indirectly relates to the taking of civil or criminal proceedings;
 - (c) any investigation by the relevant parties; and
 - (d) any investigation by the client company.

19. HEALTH, SAFETY & ENVIRONMENT

19.1 Site Safety

- 19.1.1 The Company is aware of its obligation to ensure a safe and healthy working environment is provided for all employees.
- 19.1.2 The goal of a fatality injury free workplace requires the co-operation of management and employees.
- 19.1.3 The provisions of the Occupational Health and Safety Act 2004 ("OHS Act") and amendments shall be complied with.
- 19.1.4 The provisions of any site regulations shall be complied with.
- 19.1.5 The Company shall make available all current and relevant company policies and procedures to employees.
- 19.1.6 All employees will complete a Company safety induction.
- 19.1.7 It is the responsibility of all employees to care for the safety and welfare of themselves and their fellow employees. To meet this commitment, all employees must follow safe working procedures at all times and take all reasonable care to prevent injury to themselves, their workmates, and visitors.
- 19.1.8 The Company recognises that Health and Safety Representative(s) will be selected by the workforce and appropriate training for the representative will be provided by the Company.
- 19.1.9 The Company will consult with the relevant parties and the health and safety representative(s) and reach agreement before any modifications are made out of the workplace (i.e.: gatehouse).
- 19.1.10 New vehicles will be selected via consultation with the workgroup.
- 19.1.11 Employees are required to comply with ASL Lay Yang's site drugs and alcohol policy as amended from time to time.

19.2 Rehabilitation

- 19.2.1 Where an employee is absent from work as a result of injury or illness arising out of activities performed at work, entitlements shall, as a minimum, be in accordance with the Workplace Injury Rehabilitation and Compensation Act 2013 ("WIRC Act").
- 19.2.2 All employees will be encouraged to return to work as soon as it is practicable after an injury and the Company shall assist rehabilitation and find alternative duties as appropriate. The Company reserves the right to require individuals undergoing rehabilitation to provide a medical clearance certificate, and where necessary attend a fitness for duty assessment, prior to resuming normal duties.
- 19.2.3 The Company shall insure all workers covered by this Agreement against the loss of ordinary wages arising from work absence up to a period of one hundred and thirty weeks due to injuries or illness resulting from any accident incurred travelling between an employee's residence and the workplace, and return. The Company's liability extends only to the reimbursement of the employee's ordinary wages as a result of Traffic Accident Commission (TAC) shortfall, and all such absences shall be supported by certification of a duly authorised medical practitioner and TAC claim.
- 19.2.4 The Company shall ensure that employees who have suffered a work-related injury are not financially disadvantaged in terms of their annualised salary. The Company will make up the pay for employees who suffer a work-related injury, and who are receiving WorkCover benefits for up to one hundred and thirty weeks, to the pre-injury

normal weekly pay. For the purpose of this clause the 'pre-injury normal weekly pay' shall be in accordance with the employee's pre-injury classification, pay stream and level and include those extra payments, salary inclusions and allowances payable in accordance with this Agreement.

- 19.2.5 The Company shall ensure that the Work Cover insurer reimburses employees for all recognised out of pocket expenses related to the injury in accordance with the WRC Act.
- 19.2.6 Superannuation benefits and Company contributions shall not be diminished by virtue of an employee being on Work Cover or TAC payments.

19.3 Personal Protective Apparel & Uniform

- 19.3.1 The Company shall be responsible for and provide free of charge, all uniforms and all necessary protective clothing that is essential to the occupational health and welfare of the employees. Initial issue of personal protective apparel and uniform to employees will be in accordance with the following list. Replacement of Personal Protective Apparel and uniform will be on the basis of fair wear and tear.

Personal Protective Equipment /Apparel
Safety boots/shoes
Windbreaker "Service" style Jacket (Workgroup approved)
Peak Caps
Uniform shirts (x 4)
Trousers (x 2)
Explorer style socks (x 4)
Wet weather jacket / pants (reflective) (As required)
Safety helmet (As required)
Safety glasses & goggles (both lined & clear) with prescription lenses (As required)
Heeling protection (As required)

- 19.3.2 All uniform and Personal Protective Apparel provided by the Company remains the property of the Company and must be returned upon cessation of employment.
- 19.3.3 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 will reimburse that employee up to \$150 every two (2) years for supplying such footwear.
- 19.3.4 The Company shall make available other necessary safety apparel to employees on an as needs basis.
- 19.3.5 All logo-ed clothing and turn-out equipment will be returned to the Company upon cessation of employment.

- 19.3.6 The Company shall make available all other necessary safety apparel to employees on an as required basis. The Company shall arrange and pay for the cleaning of appropriate protective apparel.

20. QUALITY ASSURANCE & CONTINUOUS IMPROVEMENT

- 20.1 The Company will ensure that the Quality Plans are kept updated and relevant to the current work environment.
- 20.2 The Company will ensure that every location will have a set of Quality Procedures and employees will be trained in the use of such procedures.
- 20.3 All personnel will, after appropriate training, be fully conversant with the contents of Procedures, Checklists, Inspection and Test Plans and Non-Conformance reports, their usage and purpose.
- 20.4 The Company and its employees are committed to searching for areas where improvements in productivity, efficiency and flexibility can be made and implementing such improvements in an agreed manner.
- 20.5 The Company may direct an employee to carry out duties and use equipment that are within the limits of the employee's skill, competence, and training.

21. EMPLOYEE REPRESENTATIVES

- 21.1 Workgroups and/or shifts may elect employee representatives to represent their interests in respect to matters associated with their employment. An employee representative shall be allowed the necessary time and access to resources and other employees to discuss site-related issues to properly represent the employees (e.g.: telephone, photocopier, internet access, e-mail, fax/facsimile, notice board and stationery).
- 21.2 Duty elected or nominated employee representatives (one per workgroup) will be allowed up to three (3) days per each year, to attend training or meetings relating to their representative duties without loss of pay. No less than 14 days' notice must be provided of an intended absence and the Company may reject an application for leave on the basis of operational hardship. The Company also reserves the right to request information relating to the purpose and content of the training for which the leave applies.
- 21.3 Employees shall be entitled to have a Union delegate or official present to represent them in any matter with the Company.
- 21.4 Appropriate notice boards will be made available for employee representatives for the purpose of displaying authorised notices dealing with employment related matters. Existing notice boards may be used in accordance with this clause.
- 21.5 Elected representatives will be released from normal duties without loss of pay to:
- 21.5.1 attend workplace agreement negotiations;
 - 21.5.2 in relation to a matter to be processed through the disputes procedure consult with and represent employees where nominated to do so and to prepare for and attend FWC proceedings;
 - 21.5.3 attend site inductions of new employees to explain the terms and conditions of the workplace agreement and the exercise of informed choice of freedom of association.
- 21.6 Employee Representatives may elect to have their contact information provided to all new employees. These contact details will be relayed during the induction process. It remains the responsibility of the Employee Representative to ensure that their contact details are current and there is a supply of materials available.

22. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 22.1 The Company and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement, provided that:
- 22.2 The individual flexibility arrangement deals with one or more of the following matters:
- 22.2.1 arrangements about when work is performed;
 - 22.2.2 overtime rates;
 - 22.2.3 penalty rates;
 - 22.2.4 allowances;
 - 22.2.5 leave loading; and
 - 22.2.6 the individual flexibility arrangement entered meets the genuine needs of the Company and the employee in relation to one or more of the matters mentioned in sub-paragraph 22.2; and
 - 22.2.7 the individual flexibility arrangement is genuinely agreed to by the Company and the employee.
- 22.3 The Company must ensure that the terms of the individual flexibility arrangement:
- 22.3.1 are about permitted matters under section 172 of the FW Act; and
 - 22.3.2 do not contain unlawful terms within the meaning of section 194 of the FW Act; and
 - 22.3.3 result in the employee being better off overall than the employee would be if no arrangement were made.
- 22.4 The Company must ensure that the individual flexibility arrangement:
- 22.4.1 is in writing; and
 - 22.4.2 includes the name of the Company and employee; and
 - 22.4.3 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
 - 22.4.4 includes details of:
 - (a) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (b) how the arrangement will vary the effect of the terms; and
 - (c) 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
 - (d) states the day on which the arrangement commences.
- 22.5 The Company must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 22.6 The Company or employee may terminate the individual flexibility arrangement:
- 22.6.1 by giving no more than 28 days written notice to the other party to the arrangement; or

22.3.2 If the Company and employee agree in writing — at any time.

23. CONSULTATION OVER CHANGE

- 23.1 If the Company is seriously considering a major change that is likely to have a significant effect on employees covered by this Agreement or proposes to introduce a change to the regular roster or ordinary hours of work of employees, the Company must consult with any employees who will be affected by the decision (inclusive of any representative(s) nominated by the employees).
- 23.2 As soon as practicable the Company must discuss with the relevant employees (inclusive of any representative(s) nominated by the employees) the introduction of the change; and the effect the change is likely to have on the employees. The Company must discuss measures to avert or mitigate the adverse effect of the change on the employees.
- 23.3 For the purposes of the discussion the Company will provide the relevant employees (inclusive of any representative(s) nominated by the employees) in writing:
- 23.3.1 all relevant information about the change (including the nature of the change proposed) and
 - 23.3.2 information about the expected effects of the change on the employees; and
 - 23.3.3 any other matters likely to affect the employees. However, the Company is not required to disclose commercially confidential information.
- 23.4 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 23.5 Where the Company proposes to introduce a change to the regular roster or ordinary hours of work of employees it must invite relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 23.6 The Company must act in good faith in relation to the consultation process provided in this clause. In this clause, 'good faith' includes obligation to meet, disclose relevant information, genuinely consider proposals, and respond with reasons, and to refrain from capricious or unfair conduct that undermines consultation.
- 23.7 Until consultation has been completed and written agreement is reached between the Company and the relevant employees (inclusive of any representative(s) nominated by the employees), the Company and the relevant employees will respect the status quo. In respect to this process, agreement shall not be unreasonably withheld.
- 23.8 In this clause "a major change is likely to have a significant effect on employees" if it results in:
- 23.8.1 the termination of the employment of employees; or
 - 23.8.2 major change to the composition, operation, or size of the Company's workforce or to the skills required of employees; or
 - 23.8.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 23.8.4 the alteration of hours of work; or
 - 23.8.5 the need to recruit employees; or
 - 23.8.6 the need to relocate employees to another workplace; or
 - 23.8.7 the restructuring of jobs.

- 23.9 **Relevant employee(s)** means employee(s) who may be affected by a change referred to in this clause.

24. DISPUTE RESOLUTION

24.1 Initial Process

- 24.1.1 In the event of any dispute arising as to the interpretation or application of this Agreement, the NES, or any matter arising in the course of employment, the following procedure will apply:

- (a) **STEP 1** - The matter will in the first instance be discussed between the employee/s and the immediate supervisor involved, where appropriate.
- (b) If the matter remains unresolved;
- (c) **STEP 2** it will be referred for discussion between the employee's representative (as nominated by the employee), the MSS site manager and the Company's F&C representative (as nominated by the Company).

- 24.1.2 If the matter remains unresolved:

- (a) **STEP 3** The nature of the dispute will be promptly detailed in writing by both parties, including the provision of any relevant facts and information, what steps have been taken to attempt to resolve the dispute and any reasons why a resolution has not been agreed before the matter is referred for discussion between the appropriate Union Official or other employee representative (as nominated by the employee) and the Company's representative (as nominated by the Company).
- (b) If the matter remains unresolved and provided steps 1, 2 & 3 have been completed;
- (c) **STEP 4** it may be referred to the Fair Work Commission (FWC) for conciliation or arbitration (in accordance with sub-clause 24.2).

- 24.1.3 In the interest of timely resolution either party may refer the dispute to the FWC, if the matter in dispute has not been resolved within one month of being notified, regardless of whether or not steps 1, 2 & 3 have been fully completed.

- 24.1.4 During the entire period, from the time when the dispute first arises until the time of its resolution (whether by discussion or negotiation, or by proceedings before the FWC, the status quo ante or 'normal work' shall continue, unless the maintenance of status quo ante or performance of normal work would place at risk the health or safety of the employee(s) concerned. No party to the dispute shall suffer any prejudice as to the resolution of the matter by reason only that normal work continues as required by this paragraph. Where there is a risk to the health or safety of the employee(s) concerned, the Parties shall agree on other arrangements that may be required so as not to prejudice the outcome of the dispute resolution process.

- 24.1.5 **'Normal work'** means the work normally performed by an employee and 'status quo ante' means the circumstances existing immediately prior to the change or circumstance leading to the proposed change which resulted in the dispute arising. In circumstances where there is a dispute concerning proposed changes, the work or management practices in place immediately before the introduction of those changes will remain in place until resolution of the matter under the dispute procedures.

24.2 Final Step Process

- 24.2.1 Upon referral of the matter, the FWC shall conciliate. If the dispute remains unresolved after conciliation, the FWC may resolve the dispute by arbitration.

- 24.2.2 In exercising its role under this clause, the FWC shall exercise powers necessary to conciliate or arbitrate the matter/s in dispute.
- 24.2.3 It is a term of this Agreement that the parties will be required under this dispute settlement procedure to:
- (a) attend conciliation conferences and hearings;
 - (b) produce relevant documents and other material (subject to appropriate safeguards for commercial-in-confidence documents);
 - (c) make available any witness that the FWC, believes is reasonably necessary;
- 24.2.4 Without limiting the generality of the foregoing, the FWC may exercise any powers reasonably incidental to the exercise of conciliation and/or arbitration functions under this clause.
- 24.2.5 Where the FWC has issued a decision, determination, or direction under this clause, it shall be final and binding on the parties to this Agreement, subject to a review process in accordance with sub-clause 24.3.

24.3 Review Process

- 24.3.1 A party may seek a review of the FWC decision within seven days of receipt of decision or the provision of reasons for decision which ever comes later.
- 24.3.2 An application for a review of the FWC decision will be provided to the parties and the FWC in writing detailing the grounds for review.
- 24.3.3 Unless agreed otherwise by the parties to the dispute, the review will be conducted according to the principles applying to an appeal under the Act, including whether a stay is sought.
- 24.3.4 The parties to the dispute and the review panel of the FWC will use their best endeavours to ensure that the review process is expedited.
- 24.3.5 The decision of the review panel of the FWC is final, subject to any other legal right of appeal or review that might exist.

24.4 Costs & Expenses

- 24.4.1 Where a matter has been notified pursuant to this clause, the Company shall provide leave without loss of pay for any employee directly involved in the preparation of the case or required as a witness. In the event that the parties fail to agree on the identity or number of persons who qualify under this clause, the question shall be determined by the FWC as part of this clause.
- 24.4.2 Each party to the dispute will meet their own costs.

25. DELEGATES RIGHTS

- 25.1 Clause 25 provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.
- 25.2 In clause 25:
- 25.2.1 "employer" means the employer of the workplace delegate;
 - 25.2.2 "delegate's organisation" means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and

- 25.2.3 "eligible employees" means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise
- 25.3 Before exercising entitlements under clause 25, a workplace delegate must give the Company written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the Company with evidence that would satisfy a reasonable person of their appointment or election.
- 25.4 An employee who ceases to be a workplace delegate must give written notice to the Company within 14 days.
- 25.5 **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:
- 25.5.1 consultation about major workplace changes;
 - 25.5.2 consultation about changes to rosters or hours of work;
 - 25.5.3 resolution of disputes;
 - 25.5.4 disciplinary processes;
 - 25.5.5 enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or assisting the delegate's organisation with enterprise bargaining; and
 - 25.5.6 any process or procedure within an award, enterprise agreement or policy of the Company under which eligible employees are entitled to be represented and which concerns their industrial interests.
- 25.6 **Entitlement to reasonable communication**
- 25.6.1 A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 25. This includes discussing membership of the delegate's organisation and representation with eligible employees.
 - 25.6.2 A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.
- 25.7 **Entitlement to reasonable access to the workplace and workplace facilities**
- 25.7.1 The Company 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.
 - 25.7.2 The Company is not required to provide access to or use of a workplace facility under clause 25.7(a) if:

- (a) the workplace does not have the facility;
- (b) 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
- (c) the Company does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

25.8 Entitlement to reasonable access to training

Unless the Company is a small business employer, the Company 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:

- 25.8.1 In each year commencing 1 July, the Company is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees;
- 25.8.2 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:
 - (a) full-time or part-time employees; or
 - (b) regular casual employees;
- 25.8.3 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;
- 25.8.4 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;
- 25.8.5 if requested by the Company, the workplace delegate must provide the employer with an outline of the training content;
- 25.8.6 the Company 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;
- 25.8.7 the workplace delegate must, within 7 days after the day on which the training ends, provide the Company with evidence that would satisfy a reasonable person of their attendance at the training.

25.9 Exercise of entitlements under clause 25

- 25.9.1 A workplace delegate's entitlements under clause 25 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 Company, 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.

25.9.2 Clause 25 does not require the Company to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.

25.9.3 Clause 25 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

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

- (a) unreasonably fail or refuse to deal with a workplace delegate; or
- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (c) unreasonably hinder, obstruct, or prevent the exercise of the rights of a workplace delegate under the Act or clause 25.

24. SCHEDULE A – ROSTERS

26. Current Site Security Shift Roster:

DAY			Gatehouse Officers						
TL	1	2	3	4	5	6			
1	Tue	D	D	-	-	N	SD	-	
2	Wed	D	D	-	-	-	N	SD	
3	Thu	D	N	D	-	-	SN	SD	
4	Fri	D	N	D	-	-	-	SN	
5	Sat	-	-	N	D	-	-	SN	
6	Sun	-	-	N	D	-	-	-	
7	Mon	-	-	-	N	D	-	-	
8	Tue	D	-	-	N	D	-	-	
9	Wed	D	-	-	-	N	D	-	
10	Thu	D	D	-	-	N	SD	-	
11	Fri	D	D	-	-	-	N	SD	
12	Sat	-	N	D	-	-	SN	SD	
13	Sun	-	N	D	-	-	-	SN	
14	Mon	D	-	N	D	-	-	SN	
15	Tue	D	-	N	D	-	-	-	
16	Wed	D	-	-	N	D	-	-	
17	Thu	D	-	-	N	D	-	-	
18	Fri	D	-	-	-	N	D	-	
19	Sat	-	D	-	-	N	SD	-	
20	Sun	-	D	-	-	-	N	SD	
21	Mon	-	N	D	-	-	SN	SD	
22	Tue	D	N	D	-	-	-	SN	
23	Wed	D	-	N	D	-	-	SN	
24	Thu	D	-	N	D	-	-	-	
25	Fri	D	-	-	N	D	-	-	
26	Sat	-	-	-	N	D	-	-	
27	Sun	-	-	-	-	N	D	-	
28	Mon	D	D	-	-	N	SD	-	
29	Tue	D	D	-	-	-	N	SD	
30	Wed	D	N	D	-	-	SN	SD	
31	Thu	D	N	D	-	-	-	SN	
32	Fri	D	-	N	D	-	-	SN	
33	Sat	-	-	N	D	-	-	-	
34	Sun	-	-	-	N	D	-	-	

35	Mon	-	-	-	N	D	-	-
36	Tue	D	-	-	-	N	D	-
37	Wed	D	D	-	-	N	SD	-
38	Thu	D	D	-	-	-	N	SD
39	Fri	D	N	D	-	-	SN	SD
40	Sat	-	N	D	-	-	-	SN
41	Sun	-	-	N	D	-	-	SN
42	Mon	D	-	N	D	-	-	-
43	Tue	D	-	-	N	D	-	-
44	Wed	D	-	-	N	D	-	-
45	Thu	D	-	-	-	N	D	-
46	Fri	D	D	-	-	N	SD	-
47	Sat	-	D	-	-	-	N	SD
48	Sun	-	N	D	-	-	SN	SD
49	Mon	-	N	D	-	-	-	SN
50	Tue	D	-	N	D	-	-	SN
51	Wed	D	-	N	D	-	-	-
52	Thu	D	-	-	N	D	-	-
53	Fri	D	-	-	N	D	-	-
54	Sat	-	-	-	-	N	D	-
55	Sun	-	D	-	-	N	SD	-
56	Mon	D	D	-	-	-	N	SD
57	Tue	D	N	D	-	-	SN	SD
58	Wed	D	N	D	-	-	-	SN
59	Thu	D	-	N	D	-	-	SH
60	Fri	D	-	N	D	-	-	-
61	Sat	-	-	-	N	D	-	-
62	Sun	-	-	-	N	D	-	-
63	Mon	-	-	-	-	N	D	-

26.2 39e Security Shift Roster including Roster for Proposed Control Room Operations

		TL	Gatehouse Officer / Control Room Officer										Part Time		
1	TUES	D	D	-	-	-	-	-	N	N	D				
2	WED	D	D	D	-	-	-	-	-	N	N				
3	THURS	D	N	D	D	-	-	-	-	-	N				
4	FRI	D	N	N	D	D	-	-	-	-	-				
5	SAT	-	-	N	N	D	D	-	-	-	-				
6	SUN	-	-	-	N	N	D	D	-	-	-				
7	MON	-	-	-	-	N	N	D	D	-	-				
8	TUES	D	-	-	-	-	N	N	D	D	-				
9	WED	D	-	-	-	-	-	N	N	D	D				
10	THURS	D	D	-	-	-	-	-	N	N	D				
11	FRI	D	D	D	-	-	-	-	-	N	N				
12	SAT	-	N	D	D	-	-	-	-	-	N				
13	SUN	-	N	N	D	D	-	-	-	-	-				
14	MON	D	-	N	N	D	D	-	-	-	-				
15	TUES	D	-	-	N	N	D	D	-	-	-				
16	WED	D	-	-	-	N	N	D	D	-	-				
17	THURS	D	-	-	-	-	N	N	D	D	-				
18	FRI	D	-	-	-	-	-	N	N	D	D				
19	SAT	-	D	-	-	-	-	-	N	N	D				
20	SUN	-	D	D	-	-	-	-	-	N	N				
21	MON	-	N	D	D	-	-	-	-	-	N				
22	TUES	D	N	N	D	D	-	-	-	-	-				
23	WED	D	-	N	N	D	D	-	-	-	-				
24	THURS	D	-	-	N	N	D	D	-	-	-				
25	FRI	D	-	-	-	N	N	D	D	-	-				
26	SAT	-	-	-	-	-	N	N	D	D	-				
27	SUN	-	-	-	-	-	-	N	N	D	D				
28	MON	D	D	-	-	-	-	-	N	N	D				
29	TUES	D	D	D	-	-	-	-	-	N	N				
30	WED	D	N	D	D	-	-	-	-	-	N				
31	THURS	D	N	N	D	D	-	-	-	-	-				
32	FRI	D	-	N	N	D	D	-	-	-	-				
33	SAT	-	-	-	N	N	D	D	-	-	-				
34	SUN	-	-	-	-	N	N	D	D	-	-				
35	MON	-	-	-	-	-	N	N	D	D	-				
36	TUES	D	-	-	-	-	-	N	N	D	D				
37	WED	D	D	-	-	-	-	-	N	N	D				

38	THURS	D	D	D	-	-	-	-	-	N	N
39	FRI	D	N	D	D	-	-	-	-	-	N
40	SAT	-	N	N	D	D	-	-	-	-	-
41	SUN	-	-	N	N	D	D	-	-	-	-
42	MON	D	-	-	N	N	D	D	-	-	-
43	TUES	D	-	-	-	N	N	D	D	-	-
44	WED	D	-	-	-	-	N	N	D	D	-
45	THURS	D	-	-	-	-	-	N	N	D	D
46	FRI	D	D	-	-	-	-	-	N	N	D
47	SAT	-	D	D	-	-	-	-	-	N	N
48	SUN	-	N	D	D	-	-	-	-	-	N
49	MON	-	N	N	D	D	-	-	-	-	-
50	TUES	D	-	N	N	D	D	-	-	-	-
51	WED	D	-	-	N	N	D	D	-	-	-
52	THURS	D	-	-	-	N	N	D	D	-	-
53	FRI	D	-	-	-	-	N	N	D	D	-
54	SAT	-	-	-	-	-	-	N	N	D	D
55	SUN	-	D	-	-	-	-	-	N	N	D
56	MON	D	D	D	-	-	-	-	-	N	N
57	TUES	D	N	D	D	-	-	-	-	-	N
58	WED	D	N	N	D	D	-	-	-	-	-
59	THURS	D	-	N	N	D	D	-	-	-	-
60	FRI	D	-	-	N	N	D	D	-	-	-
61	SAT	-	-	-	-	N	N	D	D	-	-
62	SUN	-	-	-	-	-	N	N	D	D	-
63	MON	-	-	-	-	-	-	N	N	D	D

17. SCHEDULE 1 - RATES OF PAY

Classification		Security Team Leader	Gatehouse / Control Room Officer	Security Officer	Trainee
Scale					
From 1 st Full Pay Period From 1 July 2024	Fortnightly	\$3,919.22	\$3,770.21	\$3,606.97	\$2,981.72
	Hourly	\$54.43	\$52.36	\$53.10	\$41.41
From 1 st Full Pay Period From 1 July 2025	Fortnightly	\$4,075.99	\$3,921.02	\$3,751.25	\$3,100.99
	Hourly	\$56.61	\$54.66	\$52.10	\$43.07
From 1 st Full Pay Period From 1 July 2026	Fortnightly	\$4,239.03	\$4,077.86	\$3,901.30	\$3,225.03
	Hourly	\$58.86	\$56.64	\$54.18	\$44.79
From 1 st Full Pay Period From 1 July 2027	Fortnightly	\$4,408.59	\$4,240.97	\$4,057.35	\$3,354.03
	Hourly	\$61.23	\$58.95	\$56.35	\$46.66

20. SCHEDULE C – ALLOWANCES & EXTRA PAYMENTS

Date	Meal	Outage	Travel	Senior Gatehouse Officer Allowance
	Allowance	Allowance	Allowance	
Clause	9.1	9.2	9.3	9.4
From 1 st Full Pay Period From 1 July 2024	\$26.23	\$2.60	\$44.83	\$1.30
From 1 st Full Pay Period From 1 July 2025	\$27.28	\$2.60	\$46.63	\$1.35
From 1 st Full Pay Period From 1 July 2026	\$28.37	\$2.70	\$48.49	\$1.41
From 1 st Full Pay Period From 1 July 2027	\$29.60	\$2.81	\$60.43	\$1.46

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 Snelton
Position: MEU DELEGATE
Address: 27 Dayne Cres, Traralgon

Signature: 

22 Day of November 2024

Witnessed by: Diane McCabe

Witness Signature: 

SIGNED for and on behalf of the Union:

Name: Amy Smith
Position: MEU PRESIDENT
Address: 5 LIGNITE CRT MORTWELL

Signature: 

21 Day of November 2024

Witnessed by: Kimberley Park

Witness Signature: 

THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/4197

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, Patricia Sellman, General Manager - Victoria, have the authority given to me by MSS Security Pty Ltd to give the following undertakings with respect to the MSS Security Loy Yang Enterprise Agreement 2024 ("the Agreement"):

1) **Clause 14.7 Compassionate Leave**

The entitlement to compassionate leave will be provided in accordance with Section 104(1)(c) of the FW Act.

2) **Clause 6.9.9 Withholding Monies at Termination**

Clause 6.9.9 will be replaced with the following wording:

6.9.9 *In the case in which an employee fails to provide the equivalent notice as per clause 6.9.8, for any amount of notice required but not worked, the Company reserves the right to withhold from any monies owed to the employee an amount equivalent to the wages the employee would have received during the notice period specified in clause 6.9.1 provided that:*

- a. *such deduction is authorised by this Agreement in accordance with section 324(1)(b) of the FW Act;*
- b. *such deduction does not reduce or otherwise affect the employee's entitlements under the National Employment Standards including accrued annual leave (including leave loading), redundancy pay (if applicable) and payment for hours worked; and*
- c. *the deduction will be itemised on the employee's final payslip specifying the amount and the reason for the deduction.*

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

Trish Sellman

General Manager – Victoria

Signature 

Date 22/11/2024