



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**MSS Security Pty Ltd T/A MSS Security**  
(AG2018/2239)

## **MSS SECURITY VICTORIAN AVIATION SECURITY EMPLOYEES ENTERPRISE AGREEMENT 2018**

Security services

COMMISSIONER GREGORY

MELBOURNE, 29 OCTOBER 2018

*Application for approval of the MSS Security Victorian Aviation Security Employees Enterprise Agreement 2018.*

**[1]** An application has been made for approval of an enterprise agreement known as the *MSS Security Victorian Aviation Security Employees Enterprise Agreement 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by MSS Security Pty Ltd T/A MSS Security. The Agreement is a single enterprise agreement.

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

**[3]** Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

**[4]** The Transport Workers' Union of Australia & United Voice being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers these organisations.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 5 November 2018. The nominal expiry date of the Agreement is 30 June 2021.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE500615 PR701845>

**Annexure A****IN THE FAIR WORK COMMISSION**

**FWC Matter No.:**  
AG2017/2239

**Applicant:**  
MSS Security Pty Ltd

**Undertaking- section 190**

I, Matthew Burleigh, National General Manager, Aviation Services of MSS Security Pty Ltd give the following undertakings with respect to the MSS Security Victorian Aviation Security Employees Enterprise Agreement 2018 ("the Agreement"):

1. I have the authority given to me by MSS Security Pty Ltd to provide this undertaking in relation to this application before the Fair Work Commission.
2. MSS Security undertakes that they will rely on the National Employment Standards for the definition of a shift worker

For the purposes of the NES, a shift worker is an employee:

- a. who works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the seven days of the week; and
- b. who is regularly rostered to work on Sundays and public holidays'

3. MSS Security undertakes to rely on the Fair Work Act 2009, Section 96 relating to personal and carer's leave entitlements.

For each year of service with his or her employer, an employee is entitled to 10 days of paid personal/carer's leave.

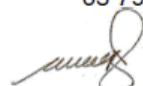
4. MSS Security undertakes that Clause 24 of the agreement, Abandonment, will operate in accordance with the National Employment Standards (NES) with respect to notice of termination.
5. MSS Security undertakes to conduct a fortnightly audit of employees who have worked VOT hours Monday to Friday, in that fortnight. The audit will be conducted following the end of the pay period, and be completed prior to the pay transfer.

If that audit shows that any employee paid under the Agreement would have been paid more under the Security Services Industry Award 2010 for that same pay period, MSS Security will ensure the employee receives the payment in line with the Security Services Industry Award 2010, plus an additional \$1, in the pay transfer.

In determining the earnings under the Security Services Industry Award 2010, full consideration will be had for applicable roster rotations, be it rotations per the Award or as provided for in the Agreement.

**Authority to sign:** Matthew Burleigh  
 National General Manager, Aviation Services  
 MSS Security  
 Level 2, Gateway Business Park  
 63-79 Parramatta Road Silverwater NSW 2128

**Signature:**



**Date:** 23<sup>rd</sup> October 2018



MSS Security  
Victorian Aviation  
Security Employees  
Enterprise Agreement  
2018

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

Clause	ARRANGEMENT	Page
1. AGREEMENT TITLE.....	3	3
2. COVERAGE OF THE AGREEMENT .....	3	3
3. TERM OF THE AGREEMENT .....	3	3
4. NO EXTRA CLAIMS .....	3	3
5. JOB SECURITY .....	3	3
6. EMPLOYEE REPRESENTATIVE DELEGATES.....	4	4
7. CONSULTATIVE ARRANGEMENTS .....	5	5
8. INTRODUCTION OF SIGNIFICANT CHANGE .....	6	6
9. AGREEMENT FLEXIBILITY .....	8	8
10. DISPUTE RESOLUTION PROCEDURE .....	9	9
11. CATEGORIES OF EMPLOYMENT.....	11	11
12. CLASSIFICATIONS AND WAGES .....	12	12
13. HOURS OF WORK .....	13	13
14. ROSTERS.....	14	14
15. SHIFT WORK ALLOWANCES .....	15	15
16. WEEKEND WORK.....	16	16
17. ADDITIONAL HOURS .....	16	16
18. MEAL AND CRIB BREAKS.....	18	18
19. MINIMUM PAYMENT.....	18	18
20. ALLOWANCES.....	19	19
21. DAYLIGHT SAVING .....	21	21
22. TERMINATION OF EMPLOYMENT.....	21	21
23. REDUNDANCY .....	22	22
24. ABANDONMENT .....	24	24
25. ANNUAL LEAVE .....	25	25
26. CASHING OUT OF ANNUAL LEAVE.....	27	27
27. PERSONAL/CARER'S LEAVE.....	28	28
28. NOTIFICATION OF PERSONAL LEAVE AND OTHER ENTITLEMENTS.....	30	30
29. COMPASSIONATE LEAVE .....	30	30
30. LONG SERVICE LEAVE .....	31	31
31. PARENTAL LEAVE .....	31	31
32. COMMUNITY SERVICE AND JURY LEAVE .....	31	31
33. PUBLIC HOLIDAYS.....	33	33
34. SUPERANNUATION.....	34	34
35. ACCIDENT MAKE-UP PAY .....	34	34
36. TRAINING.....	37	37
37. OHS Committee .....	37	37
38. VACCINATIONS .....	37	37
39. CAR PARKING .....	37	37
PART A - CLASSIFICATION.....	38	38
PART B - RATES OF PAY AND ALLOWANCES .....	43	43

## 1. AGREEMENT TITLE

This Agreement shall be known as the *MSS Security Victorian Aviation Security Employees Enterprise Agreement 2018* (this or "the Agreement").

## 2. COVERAGE OF THE AGREEMENT

This Agreement covers the following ("the parties"):

- 2.1 MSS Security Pty Ltd (ABN 29 100 573 966), of Level 2, 63-79 Parramatta Road, Silverwater, NSW 2128 ("MSS" or "the Company"); and
- 2.2 All employees engaged by MSS Security in the provision of security services in the aviation industry working within the Tullamarine and Avalon Airport Precincts ("the Employees").
- 2.3 Subject to the provisions of the *Fair Work Act 2009 (Cth)* ("the Act"), and upon application to, and approval by, the Fair Work Commission ("FWC"), any Union shall be covered by this Agreement.

## 3. TERM OF THE AGREEMENT

- 3.1 This Agreement will come into operation twenty eight (28) days after approval by the Fair Work Commission, and will have a nominal expiry date of 30 June 2021.

## 4. NO EXTRA CLAIMS

- 4.1 The parties agree that it is their intention in making this Agreement to provide for industrial harmony throughout the life of the Agreement. Accordingly, the employees, their representatives, and the Company agree not to pursue any extra claims to any and all terms and conditions of employment (including, but not necessarily limited to, wages and allowances) whether included in this Agreement or not, for employees covered by the Agreement for the life of the Agreement.

## 5. JOB SECURITY

- 5.1 The company is committed to ensuring job security for its employees and ensuring direct employees provide the primary source of labour at Tullamarine and Avalon airport precincts.
- 5.2 Any permanent position that becomes vacant as a result of employer initiated termination will be replaced with an MSS Security direct employee. Including, but not limited to:
  - 5.2.1 Where a permanent position becomes vacant as a result of employer initiated termination
  - 5.2.2 Where a permanent position becomes vacant as a result of resignation during a disciplinary process
  - 5.2.3 Where a permanent position becomes vacant as a result of an employer request to transfer to a location not covered by this Agreement
- 5.3 Any permanent positions that becomes vacant as a result of employee initiated termination will be replaced with manpower at the company's discretion. Including, but not limited to:
  - 5.3.1 Where a permanent position becomes vacant as a result of employee resignation

- 5.3.2 Where a permanent position becomes vacant as a result of an employee request to transfer to a location not covered by this Agreement
- 5.3.3 Where a permanent position becomes vacant as a result of an employee request to change their status of employment
- 5.3.4 Where a permanent position becomes vacant as a result of any other reason not listed in 5.2 or 5.3
- 5.3.5 The company will replace permanent positions with alternate labour where the following employees have been given first consideration:
  - a) AWAS employees; and
  - b) Any other existing employees

5.4 Replacement of permanent positions will occur within a period of 60 days, unless exceptional circumstances apply.

5.5 When filling any permanent position, the company will have discretion as to who it elects to place into the position, however any employee of equivalent status on an AWAS roster will have priority.

5.6 Additional hours will be provided to direct MSS Security employees in the first instance, as provided in Clause 17 Additional Hours.

**6. EMPLOYEE REPRESENTATIVE DELEGATES**

- 6.1 MSS Security recognises the important role that employee representative delegates play at work in ensuring clear lines of communication and therefore support employee representatives in fulfilling their duties.
- 6.2 Employees appointed or elected as employee representative delegates shall, upon application in writing to MSS, be granted leave with pay (which leave shall be non-cumulative) to attend courses or meetings relating to their employee representative role. Leave will be granted subject to the following:
  - 6.2.1 MSS shall be notified in writing no less than four (4) weeks in advance of the proposed date of such leave;
  - 6.2.2 the taking of leave shall be subject at all times to MSS approval and shall not unduly interfere with the operational and contractual requirements of MSS;
  - 6.2.3 the employee has not attended a similar course in the previous twelve (12) months and has a genuine need to attend;
  - 6.2.4 MSS may require satisfactory evidence of attendance at the course. Such satisfactory evidence may include written confirmation of attendance by the Training Provider, including a certificate of completion of such course;
  - 6.2.5 the total number of leave days MSS shall make available collectively to employee representatives shall not exceed sixty (60) per year; and
  - 6.2.6 Payment for such leave will be calculated according to the provisions of clause 27.
- 6.3 In addition to the paid training leave provided for by clause 6.2, during Enterprise Agreement re-negotiations MSS will grant additional rights to duly elected employee

representative delegates to participate in the re-negotiation of the MSS Security Victorian Aviation Security Employees Enterprise Agreement, provided that:

- 6.3.1 where an employee representative delegate is to be released from rostered work to attend re-negotiation meetings, attendance at the meeting will result in no loss of pay for a maximum period of four (4) hours, and each employee will return to their place of work to complete their rostered shift after the meeting;
- 6.3.2 where an employee representative delegate attends in his or her own time they will be paid at the Level 1 rates as contained in Part B of this Agreement for time spent in attendance at the meeting; such payment will not exceed four (4) hours on each occasion on which a formal re-negotiation meeting is held; and
- 6.3.3 the maximum number of employee representative delegates to be paid for each meeting will not exceed six (6).

## 7. CONSULTATIVE ARRANGEMENTS

- 7.1 The parties to this Agreement confirm that they are committed to improved and effective consultation in the workplace. The parties agree that consultation will provide employees with an opportunity to participate fully in the decisions which impact on their working environment and conditions.
- 7.2 It is agreed that effective consultation is dependent upon:
  - Information sharing;
  - Trust; and
  - Recognition of each other's needs and concerns.
- 7.3 To assist with the development of effective consultation processes the parties have agreed to the establishment of a Joint Consultative Committee ("the Consultative Committee") which maximises opportunities for input from employees.
- 7.4 The aims of the Consultative Committee will include:
  - 7.4.1 continuous service delivery improvement;
  - 7.4.2 reviewing work practices and, where appropriate, recommending workplace change;
  - 7.4.3 providing an avenue for communication and feedback regarding major workplace changes, including roster changes; and
  - 7.4.4 providing an avenue for concerns that affect the employee group to be raised.
- 7.5 The Consultative Committee shall comprise representatives of employees at the workplace, including union delegates representing employees, and representatives of the Company, and may include client representatives (by invitation of the Company).
- 7.6 The Consultative Committee may recommend change provided that acceptance of such recommendations shall be at the discretion of the Company management based on operational requirements, legislative compliance obligations and financial and business efficiency. Changes that impact the terms and conditions of this Agreement must be made in accordance with the Act.
- 7.7 Matters that relate to the rights, entitlements or grievances of an individual employee should not be raised at the Consultative Committee level.

- 7.8 As a demonstration of the Company's commitment to the consultative process Employees elected to the Consultative Committee who are working on shift when a meeting is scheduled will be entitled to attend that meeting at no loss of pay.
- 7.9 As a demonstration of the Company's commitment to the consultative process Employees elected to the Consultative Committee who are not working on shift when a meeting is scheduled will be entitled to be paid two hours at their usual base rate of pay for attendance at the meeting.
- 7.10 The Consultative Committee will continue to meet at Tullamarine on a quarterly basis, however parties may request additional meetings as required. The Company will make its best endeavours to schedule meetings for such times as when all relevant employee representatives are on shift.
- 7.11 The employee makeup of each Committee shall be:
  - o Avalon – a maximum of two (2) representatives
  - o Tullamarine – a maximum of six (6) representatives.

## **8. INTRODUCTION OF SIGNIFICANT CHANGE**

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

- 8.1 This clause applies if the employer:

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

Major change

- 8.2 For a major change referred to in paragraph 8.1.1

- 8.2.1 the employer must notify the relevant employees of the decision to introduce the major change; and

8.2.2 Subclauses 8.3 to 8.8 apply

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

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

the employer must recognise the representative.

- 8.4 As soon as practicable after making its decision, the employer must:

- 8.4.1 discuss with the relevant employees:

- 8.4.1.1 the introduction of the change; and
- 8.4.1.2 the effect the change is likely to have on the employees; and
- 8.4.1.3 measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- 8.4.2 for the purposes of the discussion--provide, in writing, to the relevant employees:
  - 8.4.2.1 all relevant information about the change including the nature of the change proposed; and
  - 8.4.2.2 information about the expected effects of the change on the employees; and
  - 8.4.2.3 any other matters likely to affect the employees.
- 8.5 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 8.6 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 8.7 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 8.2.1 and subclauses 8.3 and 8.4 are taken not to apply.
- 8.8 In this term, a major change is likely to have a significant effect on employees if it results in:
  - 8.8.1 the termination of the employment of employees; or
  - 8.8.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - 8.8.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - 8.8.4 the alteration of hours of work; or
  - 8.8.5 the need to retrain employees; or
  - 8.8.6 the need to relocate employees to another workplace; or
  - 8.8.7 the restructuring of jobs; or
  - 8.8.8 change to regular roster or ordinary hours of work
- 8.9 For a change referred to in paragraph 8.1.2:
  - 8.9.1 the employer must notify the relevant employees of the proposed change; and
  - 8.9.2 subclauses 8.10 and 8.15 apply.
- 8.10 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 8.11 If:

- 8.11.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- 8.11.2 the employee or employees advise the employer of the identity of the representative;  
the employer must recognise the representative.
- 8.12 As soon as practicable after proposing to introduce the change, the employer must:
  - 8.12.1 discuss with the relevant employees the introduction of the change; and
  - 8.12.2 for the purposes of the discussion, provide to the relevant employees:
    - 8.12.2.1 all relevant information about the change, including the nature of the change; and
    - 8.12.2.2 information about what the employer reasonably believes will be the effects of the change on the employees; and
    - 8.12.2.3 information about any other matters that the employer reasonably believes are likely to affect the employees; and
    - 8.12.2.4 invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 8.13 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 8.14 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 8.15 In this term "relevant employees" means the employees who may be affected by a change referred to in subclause (8.1).

## **9. AGREEMENT FLEXIBILITY**

- 9.1 Notwithstanding any other provision of this Agreement, the Company and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine needs of each, the Company and the individual employee. The terms the Company and the individual employee may agree to vary the application of are those concerning:
  - 9.1.1 arrangements for when work is performed;
  - 9.1.2 overtime rates;
  - 9.1.3 penalty rates;
  - 9.1.4 allowances; and
  - 9.1.5 leave loading.
- 9.2 The Company and the individual employee must have genuinely made the flexibility agreement without coercion or duress.
- 9.3 The flexibility agreement between the Company and the individual employee must:

- 9.3.1 be confined to a variation in the application of one or more of the terms listed in clause 9.1; and
- 9.3.2 result in the employee being better off overall than the employee would be if no arrangement was made.
- 9.3.3 not include any term that would be an unlawful term under Section 194 of the Act.

9.4 The agreement between the Company and the individual employee must also:

- 9.4.1 be in writing, name the parties to the flexibility agreement and be signed by a Company representative and the individual employee and, if the employee is under eighteen (18) years of age, the employee's parent or guardian;
- 9.4.2 state each term of this Agreement that the Company and the individual employee have agreed to vary;
- 9.4.3 detail how the application of each term has been varied by flexibility agreement between the Company and the individual employee;
- 9.4.4 detail how the flexibility agreement does not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment; and
- 9.4.5 state the date the flexibility agreement commences to operate.

9.5 The Company must give the individual employee a copy of the flexibility agreement within fourteen (14) days of agreement and keep the agreement as a time and wages record.

9.6 If the Company seeks to enter into a flexibility agreement it must provide a written proposal to the employee. Where the employee's understanding of written English is limited the Company will take measures, including translation into an appropriate language, to ensure that the employee understands the proposal.

9.7 The agreement may be terminated:

- 9.7.1 by the Company or the individual employee giving four (4) weeks' notice of termination, in writing, to the other party and the flexibility agreement ceasing to operate at the end of the notice period; or
- 9.7.2 at any time, by written agreement between the Company and the individual employee.

9.8 The right to make a flexibility agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between the Company and an individual employee contained in any other term of this Agreement.

**10. DISPUTE RESOLUTION PROCEDURE**

10.1 If a dispute arises concerning the application of the Agreement:

- 10.1.1 The matter is to be dealt with in accordance with clause 10.2;
- 10.1.2 There will be no stoppage of work whilst the dispute resolution procedure is being followed; and

- 10.1.3 While a dispute is being resolved, employees must continue to work as normal in accordance with their contracts of employment and must comply with any reasonable direction given by the Company to perform available work as required. The parties are committed to ensuring that this occurs.
- 10.2 This procedure will be used to address a dispute about a matter concerning the application of this Agreement, as well as a matter relating to the National Employment Standards:
  - 10.2.1 At any stage of the process, an employee will be entitled to involve a representative of the employee's choice.
  - 10.2.2 When a matter in dispute arises the matter shall in the first instance be discussed between the employee/s and their immediate supervisor/manager.
  - 10.2.3 If the matter in dispute is still unresolved, the employee/s and the Company will arrange further discussions involving more senior levels of management and/or a Human Resources representative (as appropriate).
  - 10.2.4 If the matter remains unresolved, the parties may refer the matter to an agreed mediator.
  - 10.2.5 The matter may be referred by any party to the FWC to be dealt with in accordance with Clause 10.3 of this Agreement.
  - 10.2.6 By agreement, some steps may be bypassed if necessary to achieve a speedy resolution of the matter in dispute.
- 10.3 The parties agree that, where a matter in dispute is referred to the FWC under this clause, the FWC is to deal with the matter in accordance with the following process:
  - 10.3.1 Upon referral of the matter in dispute, the FWC shall conciliate in respect of the matter. When conciliating under this clause, the FWC can dismiss the matter or issue a statement or recommendation.
  - 10.3.2 If the matter is not resolved by conciliation, the FWC shall then arbitrate in respect of the matter. When conducting arbitration, the FWC may exercise all of its powers under Part 5-1 of the Act.
  - 10.3.3 In any process to resolve a dispute about a matter under this clause, the parties expect the FWC to recognise that the Company has the right to manage and operate its business in a safe, reliable and profitable manner.
  - 10.3.4 During any arbitration proceedings before the FWC under this clause, any party may choose to be represented by a legal practitioner.
  - 10.3.5 In arbitrating in respect of a matter in dispute under this clause, the FWC is to provide its decision and reasons for the decision in writing to the parties.
  - 10.3.6 The decision of the FWC will bind the parties, subject to any party exercising any right of appeal against the decision to a Full Bench.
- 10.4 The matters set out in clause 10.3 are applicable to all proceedings before the FWC initiated in accordance with this Agreement.
- 10.5 Redundancy disputes:

- 10.5.1 Clauses 10.5.2 and 10.5.3 impose additional obligations on the company where the company contemplates termination of employment due to redundancy and a dispute arises (a redundancy dispute).
- 10.5.2 Where a redundancy dispute arises, and if it has not already done so, the company must provide affected employees and their representative (if requested by any affected employee) in good time, with relevant information including:
  - 10.5.2.1 the reasons for any proposed redundancy;
  - 10.5.2.2 the number and categories of workers likely to be affected; and
  - 10.5.2.3 the period over which any proposed redundancies are intended to be carried out.
- 10.5.3 Where a redundancy dispute arises and discussions occur in accordance with this clause the Company will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse effects of any proposed redundancies on the employees concerned.

## **11. CATEGORIES OF EMPLOYMENT**

- 11.1 Employees working under this Agreement may be engaged in any one of the following categories:
  - Permanent (Full-time or Part-time); or
  - Casual.
- 11.2 MSS will advise employees of the terms and conditions under which they are employed prior to the appointment; in particular whether they are full-time, part-time or casual.
- 11.3 Permanent Employees
  - 11.3.1 Full-time employees
  - 11.3.2 Part-time employees

The Company may employ full time employees in any classification on this Agreement. A full time employee is an employee who works an average of thirty eight (38) hours in accordance with clause 13.1, plus reasonable additional hours per week.

### **11.3.2 Part-time employees**

- 11.3.2.1 A regular part-time employee is an employee who:
  - works less than full-time hours of thirty eight (38) per week; and
  - has reasonably predictable hours of work; and
- 11.3.2.2 At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work either:
  - specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day; or
  - specifying the roster that the employee will work (including the actual starting and finishing times for each shift) together with days or parts of day on which the employee will not be rostered; or

- additional hours above the agreed minimum hours may be offered as voluntary additional hours paid at the rates contained in Part B of this Agreement; and
- receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work

11.3.2.3 A regular part-time employee will be engaged for a minimum of four (4) consecutive hours on any shift.

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

11.3.2.5 A regular part-time employee shall not be required to work overtime within the meaning of clause 17 of this Agreement (this does not include voluntary additional hours within the meaning of clause 17).

#### 11.4 Casual Employees

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

11.4.1.1 Casual employees will not be entitled to:

- Notice of termination
- Redundancy
- Annual Leave
- Paid Personal/Carers Leave
- Parental leave (except casual employees with 12 months continuous service, as provided by section 14(2) of the National Employment Standards)
- Shift work allowances – permanent night shift
- Public holidays
- Accident make-up pay
- Jury service (other than "eligible casuals" as defined by clause 32.2.2)

11.4.2 Casual employees are engaged and paid by the hour at the rates specified in Part B of this Agreement.

### 12. CLASSIFICATIONS AND WAGES

12.1 Employees shall be paid the hourly rate of pay set out in Part B of this Agreement for the classifications as set out in Part A of this Agreement.

12.2 The wage rates and allowances, exclusive of Aviation Security Allowance, will be increased by the following:

12.2.1 Year 1 – 2.5% from twenty eight (28) days following the Approval of the Agreement by the Fair Work Commission

12.2.2 Year 2 – 2.5% from the first full pay period on or after 1 July 2019

12.2.3 Year 3 – 2.5% from the first full pay period on or after 1 July 2020

12.3 Payment of wages will be made by Electronic Funds Transfer, on a weekly or fortnightly basis. This payment will be made not later than Thursday in the pay week. Where a public holiday falls in that week, payment will be made by Friday. Where a public holiday falls on a Friday, payment will be made no later than Wednesday of that week.

12.4 Underpayment of Wages

12.4.1 If an employee's wage is underpaid by the employer the employer will pay the shortfall by electronic funds transfer into the employee's nominated bank account within two (2) business days of the employee notifying the operations centre and/or site supervisor in writing of the underpayment and the underpayment having been verified by management.

12.4.2 Where the underpayment equates to an amount less than \$50 gross, the employer reserves its right to delay payment until the subsequent pay period.

12.4.3 The employer reserves its right to extend the time of investigation and compensation of a potential underpayment beyond two (2) business days when dealing with more complex underpayments that span more than a single pay period. The employer will, however, within two (2) business days, provide the employee with an acknowledgement of the query and an estimation of the time-frame for making the calculations.

**13. HOURS OF WORK**

13.1 Full Time Employees

13.1.1 The ordinary hours of work for a full-time employee will be an average of thirty eight (38) hours per week which may be required to be worked over a roster cycle of between four (4) to sixteen (16) weeks. Consultation with affected employees shall take place prior to extending roster cycles beyond a twenty eight (28) day consecutive period with the objective of achieving mutual agreement between MSS and affected employees about the length of the roster cycle. Hours to be worked will be in accordance with the roster requirements provided in clause 14 of this Agreement.

13.1.2 The parties acknowledge that the unique nature of the Aviation Industry have resulted in employees at the site working to a pattern of flexible work arrangements. These arrangements have assisted to achieve the levels of efficiency required to meet the particular needs of the Clients.

13.2 Part-time Employees

13.2.1 The ordinary hours of work for a part-time employee may vary between a minimum weekly average of sixteen (16) and a maximum weekly average of thirty seven (37) in any four (4), eight (8) or sixteen (16) week roster cycle. Hours will be worked in accordance with the rostering requirements provided for in clause 17 of this Agreement. Consultation with affected employees shall take place prior to extending roster cycles beyond a twenty eight (28) day consecutive period with the objective of achieving mutual agreement between MSS and affected employees about the length of the roster cycle. Hours to be worked will be in accordance with the roster requirements provided in clause 14 of this Agreement.

13.2.2 These average hours may be achieved by working a minimum of four (4) ordinary hours in any one week and a maximum of forty five (45) in any one week.

13.3 Casual Employees

- 13.3.1 Casual employees will be utilised on an as required basis, subject to a minimum payment of four (4) hours for each shift.
- 13.3.2 Casual employees will not be rostered to work permanent night shift.

## 14. ROSTERS

- 14.1 The Company's contracts with Aviation Clients involve both twenty four (24) hour, seven (7) day per week services and services specifically structured to meet client flight schedules. Consequently, flexibility in rostering arrangements is essential to the needs of the services.
- 14.2 Rosters will provide for a minimum of nine (9) hours break between the completion of a rostered shift and the commencement of the employee's next rostered shift.
- 14.3 Employees may be rostered to work on any day of the week on a day, afternoon or night shift basis including rotating or non-rotating shifts, as required to meet operational needs.
- 14.4 No full-time or part-time employee will be rostered to work more than eight (8) consecutive days in a twenty eight (28) day period other than by agreement. An employee rostered to work for more than eight (8) consecutive days will be rostered off for the next forty eight (48) hours, unless that employee has swapped their shifts in accordance with sub-clause 14.6.1.
- 14.5 The methodology used by the Company in determining the length of roster rotations is to divide the coverage of hours required by 38 and create a roster based on this figure. For example if 168 hours coverage is required at a particular location we use a four week roster, and coverage required of 395 hours would result in a ten week roster. This ensures equity of both earnings and social amenity for all employees by ensuring that any shift work and weekend work is distributed equally and shared by all.
- 14.6 The employer must notify employees who work their ordinary hours in accordance with a roster of the commencing and ceasing times of their rostered hours of work either by posting the roster on a noticeboard which is conveniently located at or near the workplace or through electronic means. Such times, once notified, may not be changed without the payment of overtime, or by seven days' notice given in accordance with this clause. However, by agreement between the employer and the employee less than seven days' notice may be substituted.
- 14.7 Variations to Rosters
  - 14.7.1 Shift Swaps
    - 14.7.1.1 Employees may organise shift swaps between themselves provided such arrangements have been notified to the Company at least five (5) days in advance and approved by the Service Delivery Coordinator or other MSS Security Management representative.
    - 14.7.1.2 The notice period may be waived by the Company in exceptional circumstances.
    - 14.7.1.3 Provided the requested shift swap does not contravene any provision of this Agreement the Company will approve the requested shift swap, however where a shift swap is approved by the Company no overtime or other penalties will be payable by MSS to the employees if the overtime or penalties would not have been payable if the shift swaps had not occurred in the first instance.

- 14.7.1.4 Employees undertaking a shift swap will be paid as per the hours and roster they work, not for the shift they have swapped.
- 14.7.2 Without limiting the operation of any part of clause 15, 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.
- 14.7.3 Once a roster cycle as prescribed by clause 15 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 MSS and the employee concerned. "Unexpected and unavoidable cause" shall include a relevant airline altering its flight schedules, or varying the service levels required of the Company.

#### 14.8 Minimum breaks between shifts

There will be a minimum nine (9) hour break between each rostered shift. Where overtime or voluntary overtime is requested, the minimum break between shifts will be eight (8) hours.

#### 14.9 Broken Shifts

- 14.9.1 Permanent Employees may be rostered to work ordinary hours in up to two (2) periods of duty, exclusive of meal breaks, per day, with a minimum payment of three (3) hours for each period of duty.
- 14.9.2 For the purposes of payment of all other allowances contained in this Agreement, a broken shift shall be counted as one period of duty.
- 14.9.3 Full time employees rostered to work at passenger screening will not be rostered to undertake any broken shifts.

#### 14.10 Casual Rosters

The company will use its best endeavours to ensure that casual employees are provided with their roster with as many days possible prior to its intended commencement.

### 15. SHIFT WORK ALLOWANCES

- 15.1 For the purpose of this clause:
  - (a) Afternoon shift means any shift finishing after 6.30 p.m.
  - (b) Night shift means any shift finishing after midnight and at or before 8.00 a.m.
  - (c) Early morning shift means any shift commencing before 6.30 a.m.
  - (d) Permanent night shift is a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least 1/3<sup>rd</sup> of working time of night shift in each shift cycle.
- 15.2 An employee will be paid in addition to appropriate rates as contained in Part B of this Agreement, as follows:
  - 15.2.1 From midnight Sunday to midnight Friday inclusive but excluding work performed on a public holiday as prescribed in clause 33:

- 15.2.1.1 for any Afternoon shift, Night shift or Early morning shift as defined above, 20% of the appropriate hourly rate as contained in Part B of this Agreement, for each ordinary hour worked;
- 15.2.1.2 an employee other than a casual working a Permanent night shift as defined above, 30% of the appropriate hourly rate as contained in Part B of this Agreement, for each ordinary hour worked

## **16. WEEKEND WORK**

- 16.1 For the purposes of this clause time will mean 1/38<sup>th</sup> of the weekly rate as provided for in Part B of this Agreement.

- 16.2 For any ordinary hours worked on a weekend the following rates will apply:

- 16.2.1 Between midnight Friday and midnight Saturday:

Time and a half.

- 16.2.2 Between midnight Saturday and midnight Sunday:

Double time.

## **17. ADDITIONAL HOURS**

### **OVERTIME**

- 17.1 Except as otherwise provided in this Agreement, the ordinary hours of work will not exceed an average of thirty eight (38) hours per week. The following penalties will apply for the purposes of calculating overtime.

- 17.2 For the purposes of this clause time will mean 1/38<sup>th</sup> of the weekly rate as provided for in Part B of this Agreement.

- 17.3 For any shift or period of work in excess of ordinary hours:

- 17.3.1 Monday to Friday

At the rate of time and a half for the first two hours and double time thereafter.

- 17.3.2 Saturday

At the rate of double time for the first two hours, and double time and a half thereafter.

- 17.3.3 Sunday

At the rate of double time and a half for the first two hours and triple time thereafter.

- 17.4 In the circumstances where a shift or period of work commences on one day and continues into the next succeeding day overtime penalties applicable to the day on which the overtime is worked will apply.

### **VOLUNTARY OVERTIME**

- 17.5 The parties recognise that employees covered by this Agreement working additional hours beyond those provided for on their rosters ("Voluntary Additional Hours") is an integral requirement to the achievement of flexible and efficient work practices at the site.
- 17.6 Employees may request to work Voluntary Additional Overtime hours. For example, where an employee's rostered hours of work for a day/shift was nine (9) hours, and that employee has volunteered to and does remain at work for an hour in excess of the nine (9) hours shown on the roster, the additional time worked by the employee will be paid as Voluntary Additional Hours.
- 17.7 Subject to sub-clause 17.10 below, the Company will develop and implement a system of rotation to ensure that as far as is practicably possible to do so, an even distribution of additional hours is achieved amongst those employees who nominate to participate in the scheme.
- 17.8 The Company will generally determine the allocation of such additional hours having regard to availability of employees and the system of rotation in place. If any additional hours become available in a particular work area, the Company will give preference to employees who have requested to work Voluntary Additional hours and who perform their ordinary shifts in that work area. As much as possible, Voluntary Additional hours will be offered in the following order:
  - 17.8.1 Permanent MSS Security Employees
  - 17.8.2 Casual MSS Security Employees
  - 17.8.3 Alternate Labour
- 17.9 In the case of extended shifts, selection will be made from volunteers already on duty. Where agreement cannot be reached as to who will perform the additional hours, the Company will select the employee(s) concerned having regard to the system of rotation and other normal selection processes, and in accordance with clause 17.6.
- 17.10 Where there are no or insufficient employee participants in the voluntary scheme on duty, the Company may allocate the additional hours as involuntary overtime in accordance with the provisions of this Agreement.
- 17.11 An Employee may request to work Voluntary Overtime hours and the Company may agree to such a request, provided that:
  - 17.11.1 such hours are available;
  - 17.11.2 the Voluntary Overtime hours worked by an Employee will be paid at the rates specified in Part B of this Agreement.
  - 17.11.3 all other overtime which is not voluntary is involuntary overtime and will be paid in accordance with clauses 17.1 to 17.4 of this Agreement.
- 17.12 Any Voluntary Overtime hours performed by an employee in accordance with this clause will not result in the accrual of leave of any kind.
- 17.13 The Consultative Committee shall have the right to review the allocation of overtime, including the Voluntary Overtime Availability Form in accordance with this clause on a whole of site basis, and agree to additional principles of allocation if necessary.
- 17.14 Work Limits
  - 17.14.1 An employee must not work:

- (a) more than seven (7) consecutive rostered shifts and Voluntary Overtime hours shifts in any one fortnight (being a pay fortnight);
- (b) the maximum number of Voluntary Overtime hours that may be worked in accordance with the Agreement shall not exceed an average of sixteen (16) hours per week over the relevant roster cycle.

17.14.2 The provisions of sub-clause 17.14.1(a) do not apply to Voluntary Overtime hours worked either immediately before or immediately after a rostered shift.

## **18. MEAL AND CRIB BREAKS**

### **18.1 Meal Breaks**

- 18.1.1 An employee will be granted a meal break of not less than thirty (30) minutes.
- 18.1.2 MSS Security will ensure that an employee does not work for more than five (5) hours continuously without an interval for a meal.
- 18.1.3 No deduction will be made in an employee's time for a meal period unless the employee is permitted to leave their assigned site location or Aviation premises.
- 18.1.4 If an employee is interrupted during a meal break their break will resume immediately after such an interruption.

### **18.2 Crib Breaks**

- 18.2.1 An employee is entitled to a paid crib break (or breaks) of:
  - 18.2.1.1 Not less than 10 minutes on a shift of four (4) hours
  - 18.2.1.2 Not less than 20 minutes on a shift of eight (8) hours
  - 18.2.1.3 Not less than 30 minutes on a shift of twelve (12) hours

18.2.2 By agreement, the crib break can be split up into any agreed time combination for the break and additional breaks may be provided where operationally viable.

18.2.3 The provisions outlined in the above clause 18.2 will not apply to clause 18.3 Meal and Crib Breaks – Passenger Screening

### **18.3 Meal and Crib Breaks – Passenger Screening**

- 18.3.1 Employees undertaking passenger screening duties at the Qantas Domestic Terminal at Tullamarine, will be allowed a 30 minute paid meal break, and be provided with an additional three (3) fifteen (15) minute paid crib breaks during any shift of eight (8) hours or more performed at this location.
- 18.3.2 A further ten (10) minute crib break is to be allowed if a shift exceeds ten (10) hours. These breaks may be reviewed by the Company with any further variations to rosters and manning levels at the screening point. Any changes will be made with consultation with the relevant employees.

## **19. MINIMUM PAYMENT**

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

## **20. ALLOWANCES**

### **20.1 First Aid Allowance**

An Employee shall be paid the appropriate First Aid Allowance as specified in this clause, where required by the Company, as a condition of their employment, to act as a First Aid Attendant. In addition, employees performing the "duress guard" function shall be paid the relevant first aid allowance. This allowance shall be paid for periods of paid leave.

- 20.1.1 If an Employee is required to hold a Level 2 First Aid Certificate of the St. John Ambulance Society or equivalent the Employee will be rated as First Aid Level 1. First Aid level 1 allowance will be paid at the rates contained in Part B of this Agreement.
- 20.1.2 If an Employee is required to hold a Level 3 First Aid Certificate of the St. John Ambulance Society or equivalent the Employee will be rated as First Aid Level 2. First Aid Level 2 allowance will be paid at the rates contained in Part B of this Agreement.
- 20.1.3 If an Employee is required to carry out more specialised first aid than is incorporated in either a Level 2 or Level 3 First Aid Certificate of the St. John Ambulance Society or equivalent (whether or not they are also required to hold one or other of the said Certificates), then the Employee will be rated as First Aid Level 3. Examples of the more specialised first aid which attracts the allowance at Level 3 are the operation of a defibulator, oxy-viva and other like specialist equipment. First Aid Level 3 allowance will be paid at the rates contained in Part B of this Agreement.

### **20.2 Leading Hand Allowance**

Where MSS appoints a Security Officer, other than a Security Officer level 5, as a Leading Hand the following extra payments will apply:

- 20.2.1 Leading Hands in charge of not less than three (3), and not more than ten (10) employees, shall be paid the Leading Hand 1 rate per week as contained in Part B of this Agreement;
- 20.2.2 Leading Hands in charge of more than ten (10) employees and not more than twenty (20) employees, shall be paid the Leading Hand 2 rate per week as contained in Part B of this Agreement;
- 20.2.3 Leading Hands in charge of more than twenty (20) employees, shall be paid the Leading Hand 3 rate per week as contained in Part B of this Agreement;
- 20.2.4 Employees appointed in a temporary or an acting capacity as a Leading Hand will be entitled to payment of 1/5<sup>th</sup> of the appropriate weekly allowance per shift for each shift worked as a temporary or acting Leading Hand, up to a maximum of five such payments in any week.

### **20.3 Excess Fares Allowance**

- 20.3.1 An Employee attending in accordance with a requirement under clause 14.9 to work a shift in two (2) periods of duty, exclusive of meal breaks, on any day, will be paid the Excess Fares Allowance as contained in Part B of this Agreement.

20.4 Melbourne Airport Location Allowance

20.4.1 An employee required to work at Melbourne Airport will be paid the Location Allowance as contained in Part B of this Agreement for each day or shift worked. Where an employee has left the airport and is later recalled for additional duties the employee will be paid an additional Location Allowance.

20.5 Meal Allowance

20.5.1 Where an Employee is required by the Company to work more than two (2) hours into the next shift the Employee will be paid a meal allowance, and a further meal allowance after each subsequent four hours' overtime provided that the Employee was not notified on the previous day that they would be required to work. The meal allowances will be as contained in Part B of this Agreement.

20.5.2 This clause will not apply where MSS provides a meal.

20.6 Uniforms, Personal Protective Equipment.

20.6.1 The Company shall issue each employee on commencement with a uniform allocation as follows:

20.6.1.1 Casual Employee

1 x pant, 2 x Shirts, 1 x Tie/Scarf, 1 x Pullover and 1 x Jacket

20.6.1.2 Permanent Employee

2 x pant, 4 x Shirts, 1 x Tie/Scarf, 1 x Pullover and 1 x Jacket

20.6.2 Issued uniform items will at all times remain the property of the Company.

20.6.3 Further items of uniform or Personal Protective Equipment (including but not limited to safety footwear) that may be appropriate to particular site requirements shall be provided by the Company to employees from time to time. In particular, the Company will provide suitable wet weather clothing to individual employees at posts where their duties may require such employees to work in the rain.

20.6.4 The Company shall give consideration to gender requirements in its staff uniform range.

20.6.5 Where practicable, the Company shall arrange for the delivery of uniforms to the employee's work site, and for fittings to occur on site. Where such arrangements cannot be made for delivery of uniforms, it shall be the employee's responsibility to pick up replacement articles of uniform from a location nominated by the Company.

20.6.6 Articles of the uniform will be replaced by the Company having regard to fair wear and tear on a one for one basis.

20.7 Aviation Security Allowance

20.7.1 All Employees engaged in the provision of security services in the Aviation Sector shall be paid an Aviation Security Allowance per hour worked as contained in Part B of this Agreement. The Aviation Security Allowance shall not be added to the base rates of pay for the purpose of calculating loadings and penalty rates under this Agreement.

20.8 Airport Security Employee

20.8.1 All employees at Level 1 who are employed at Tullamarine Airport to provide terminal and aircraft security services will be paid an allowance per week as contained in Part B of this Agreement.

**20.9 Relieving Officer Allowance**

20.9.1 Where the Company and an employee are in agreement, a weekly employee may be appointed as a Relieving Officer. A Relieving Officer will be paid an additional weekly allowance as contained in Part B of this Agreement for all purposes of this Agreement.

20.9.2 This allowance is not in substitution for any shift or weekend penalties earned for working ordinary hours, nor is it in substitution for any overtime payments.

20.9.3 A Relieving Officer is engaged for the purpose of relieving at short notice any other Security Officer and for whom a display of roster is not required; where possible, twenty four (24) hours' notice of shift will be given.

**21. DAYLIGHT SAVING**

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

**22. TERMINATION OF EMPLOYMENT**

**22.1 Notice of termination by Company**

22.1.1 In order to terminate the employment of an employee the Company must give to the employee the period of notice specified in the table below:

<b>Period of continuous service</b>	<b>Period of notice</b>
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

22.1.2 In addition to the notice in 22.1.1, employees over forty five (45) years of age at the time of the giving of the notice with not less than two (2) years continuous service are entitled to an additional week's notice.

22.1.3 Payment in lieu of the prescribed notice in clauses 22.1.1 and 22.1.2 must be made if the appropriate notice period is not required by the Company to be worked, provided that employment may be terminated by the employee working part of the required period of notice and by the Company making payment for the remainder of the period of notice.

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

(a) the employee's ordinary hours of work (even if not standard hours); and

- (b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
- (c) any other amounts payable under the employee's contract of employment.

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

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

22.1.6 Continuous service is defined in clause 25.1.4.3.

22.2 Notice of termination by an employee

- 22.2.1 The notice of termination required to be given by an employee is the same as that required of the Company, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- 22.2.2 If an employee fails to give the notice specified in 22.2.1 the Company has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under 22.1.4.

22.3 Job search entitlement

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

## 23. REDUNDANCY

23.1 Definitions

- 23.1.1 **Business** includes trade, process, business or occupation and includes part of any such business.
- 23.1.2 **Redundancy** occurs where the Company has made a definite decision that the Company no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.
- 23.1.3 **Transmission** includes transfer, conveyance, assignment or succession whether by Agreement or by operation of law and transmitted has a corresponding meaning.

23.1.4 **Week's pay** means the ordinary time rate of pay for the employee concerned as specified in Part B of this Agreement, provided that such rate shall exclude:

- overtime;
- penalty rates;
- disability allowances;
- shift allowances;
- special rates;
- fares and travelling time allowances;
- bonuses; and
- any other ancillary payments such as First Aid, Team Leader or of a like nature.

23.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the Company may at the Company's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

23.3 Severance pay

23.3.1 **Severance pay**

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

<b>Period of continuous service</b>	<b>Severance pay</b>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

**Week's pay is defined in 23.1.4**

23.3.2 Continuity of service shall be calculated in the manner prescribed by clause 25.1.4.3.

23.4 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in Clause 22. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the Company until the expiry of the notice, but will not be entitled to payment in lieu of notice.

23.5 Alternative employment

23.5.1 Severance pay will not apply where the employee rejects an offer of employment obtained by the Company in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment

23.6 Job search entitlement

23.6.1 During the period of notice of termination given by the Company in accordance with clause 22.1, an employee shall be allowed up to one (1) day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

23.6.2 If the employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Company, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient

23.6.3 The job search entitlements under this sub-clause apply in lieu of the provisions of clause 22.3.

23.7 Transmission of business

23.7.1 The provisions of this clause 23 are not applicable in any of the following circumstances:

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

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

- in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
- which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

23.8 Employees exempted

23.8.1 This clause does not apply to:

- employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- probationary employees;
- apprentices;
- trainees;
- employees engaged for a specific period of time or for a specified task or tasks; or
- casual employees.

**24. ABANDONMENT**

- 24.1 The absence of an employee from work for a continuous period exceeding three (3) working days without the consent of the Company and without notification to the Company will be evidence that the employee has abandoned their employment.
- 24.2 Termination of employment by abandonment in accordance with this clause will be effective unless within fourteen (14) days the employee can establish to the Company's satisfaction that the employee was absent for reasonable cause.
- 24.3 Termination of employment by abandonment in accordance with this clause will operate from the date of the last attendance at work, or the last day's absence where consent was granted by the Company, or the date of the last absence where notification was given to the Company, whichever is the later.

## **25. ANNUAL LEAVE**

### **25.1 Definitions**

- 25.1.1 For the purposes of this clause, "ordinary pay" in relation to any employee means remuneration for the employee's normal weekly number of hours of work calculated at the ordinary time rate of pay and in addition will include –
  - 25.1.1.1 over-agreement payments for ordinary hours of work;
  - 25.1.1.2 shift work premiums, according to roster or projected roster;
  - 25.1.1.3 Saturday and Sunday premiums, according to roster or projected roster;
  - 25.1.1.4 Leading Hand allowances;
  - 25.1.1.5 First Aid allowances;
  - 25.1.1.6 Relievers allowance; and
  - 25.1.1.7 Firearms allowances.
- 25.1.2 For the purposes of this clause "week" in relation to any employee means the employee's ordinary working week.
- 25.1.3 For the purposes of this clause "employee" means any person employed by the company to do any work for hire or reward.
- 25.1.4 For the purposes of the definition of the term "ordinary pay" in clause 25.1.1 of this clause:
  - 25.1.4.1 where no ordinary time rate of pay is fixed for an employee's work under the terms of employment the ordinary time rate of pay will be deemed to be the average weekly rate earned during the period in respect of which the right to the annual leave accrues;
  - 25.1.4.2 where no normal weekly number of hours is fixed for an employee under the terms of employment, the normal weekly number of hours of work will be deemed to be the average weekly number of hours worked during the period in respect of which the right to the annual leave accrues;

25.1.4.3 For the purposes of this Agreement 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 absence from work of not more than fourteen days in the year of employment on account of sickness or accident;
- (d) any absence on account of leave (other than annual leave or long service leave) granted imposed or agreed to by the Company;
- (e) any absence on any other account not involving termination of employment

25.1.4.4 In calculating a year of employment any absence of a kind mentioned in 25.1.4.3 (a), (b) or (c) of this clause will be counted as part of the year of employment. However, for absences of a kind mentioned in 25.1.4.3 (d) and (e) of this clause it will be necessary for the employee as part of the qualification for annual leave to serve such additional periods as equals the period of such absences.

## 25.2 Period of annual leave

25.2.1 For each year of service with the Company, an employee (except a casual employee) is entitled to:

25.2.1.1 four (4) weeks (152 hours) of paid annual leave; or

25.2.1.2 for shift work employees who are rostered to work regularly on Sundays and public holidays or employees who are rostered to work regularly on seven days per week, five (5) weeks (190 hours) of paid annual leave.

25.2.2 An employee's entitlement to paid annual leave (including leave referred to in clause 25.2.1.2) accrues progressively during a year of service according to the employee's ordinary hours of work.

## 25.3 Payment for annual leave

25.3.1 If an employee takes a period of paid annual leave, the Company must pay the employee their ordinary pay for the period.

25.3.2 If, when the employment of an employee ends, the employee has a period of untaken paid annual leave, the Company must pay the employee the amount that would have been payable to the employee if the employee had taken that period of annual leave.

25.3.3 Payment for annual leave will be made in the pay immediately prior to commencement of the leave.

25.3.4 Annual leave taken under the provisions of this Agreement will be deducted and paid on the basis of ordinary rostered hours the employee would have worked but for his or her absence.

**25.4 Annual Leave Loading**

25.4.1 During a period of annual leave employees will receive a loading of 17.5% calculated on the rate applicable to them as prescribed in Part B.

25.4.2 Where the employee would have received shift loadings prescribed by clauses 15 or 16 had the employee not been on leave during the relevant period and the loadings would have entitled them to a greater amount than the loading of 17.5%, then the shift loadings will be added to the rate applicable to them as prescribed by Part B in lieu of the 17.5% loading.

25.4.3 The loading prescribed by this clause will not apply to proportionate leave on termination

**25.5 Taking Paid Annual Leave**

25.5.1 Paid annual leave may be taken for a period agreed between an employee and his or her employer.

25.5.2 An employee may request to take annual leave at any time, and the Company shall grant the request, unless the Company provides the employee with a reasonable basis for refusal, which may include a situation where the leave would be unsuitable due to operational reasons. These reasons shall be in writing and provided to the employee at the time of notification of refusal.

25.5.3 The Company will, wherever practicable, encourage annual leave to be taken by employees as it accrues to prevent excessive accumulation of entitlements, however an employee must take an amount of annual leave during a particular period if:

25.5.3.1 the employee is directed to do so by the Company; and

25.5.3.2 at the time that the direction is given, the employee has annual leave credited to him or her of more than twice the annual entitlement the employee is entitled to; and

25.5.3.3 the amount of annual leave that the employee is directed to take results in the employee having no less than one (1) years entitlement of accrued leave remaining.

25.5.3.4 The parties agree the Consultative Committee shall agree to principles for the transparent approval of leave during peak periods. The consultative committee may also review the approval of annual leave on a whole of site basis to ensure these agreed principles are consistently applied.

**25.6 Public holidays falling within annual leave**

25.6.1 If a public holiday falls within an employee's annual leave, as prescribed in this Agreement, and is on a day which would have been an ordinary working day, then the extra time equivalent to the public holiday is added to the employee's annual leave.

**26. CASHING OUT OF ANNUAL LEAVE**

- 26.1 An Employee is entitled to forego the entitlement to, and therefore cash-out a portion of accrued annual leave provided:
  - 26.1.1 The employee gives the Company a written election to forgo the amount of annual leave.
  - 26.1.2 An employee is not entitled to forgo an amount of annual leave if it would result in the employee's remaining accrued entitlement to paid annual leave being less than four (4) weeks.
  - 26.1.3 If leave is cashed-out in accordance with this clause, the Company must pay the employee an amount instead of the leave forgone calculated at a rate that is no less than the Employee's ordinary hourly rate of pay, as contained in Part B of this Agreement, at the time the Employee provides the Company with the written election to cash-out leave.
  - 26.1.4 The Company authorises the employee to forgo the amount of annual leave.

## 27. PERSONAL/CARER'S LEAVE

- 27.1 Amount of paid personal / carer's leave

- 27.1.1 For each year of service with the Company, a permanent employee is entitled to ten (10) days (76 hours) of paid personal / carer's leave.
  - 27.1.2 An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work.

- 27.2 Taking of personal / carer's leave

- 27.2.1 An employee may take paid personal / carer's leave if the leave is taken:

- 27.2.1.1 Because the employee is unfit for work because of a personal illness, or personal injury, affecting the employee; or
    - 27.2.1.2 To provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
      - 27.2.1.2.1 a personal illness or personal injury, affecting the member; or
      - 27.2.1.2.2 an unexpected emergency affecting the member.

- 27.3 Employee taken not to be on paid personal / carer's leave on public holiday

- 27.3.1 If the period during which an employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carer's leave on that public holiday.

- 27.4 Payment for paid personal/carer's leave

- 27.4.1 If an employee takes a period of paid personal/carer's leave, the Company must pay the employee at the employee's rate of pay for the employee's hours of work in the period.

27.5 Entitlement to unpaid carer's leave

27.5.1 An employee (including a casual employee) is entitled to two (2) days of unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:

27.5.1.1 a personal illness, or personal injury, affecting the member; or

27.5.1.2 an unexpected emergency affecting the member.

27.6 Taking unpaid carer's leave

27.6.1 Subject to subsection 27.6.3, an employee may take unpaid carer's leave if the leave is taken to provide care or support as mentioned in clause 27.5.1.

27.6.2 An employee may take unpaid carer's leave for a particular period as:

27.6.2.1 a single continuous period of up to two (2) days; or

27.6.2.2 any separate periods to which the employee and the Company agree.

27.6.3 An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.

27.7 Notice requirements

27.7.1 An employee must give the Company notice of the taking of leave.

27.7.2 The notice:

27.7.2.1 Must be given to the Company as soon as is reasonably practicable (which may be a time after the leave has started); and

27.7.2.2 Must advise the Company of the period, or expected period, of the leave.

27.8 Evidence requirement – when is a medical certificate or a statutory declaration required

27.8.1 A medical certificate or a statutory declaration is not required to be produced on the first three (3) single days taken as personal/carers leave during each financial year.

27.8.2 A medical certificate is required to be produced for any personal/carer's leave that exceeds one (1) day (unless it is impracticable to do so).

27.8.3 A statutory declaration or medical certificate is required to be produced for any days in addition to the entitlement in clause 27.8.1.

27.8.4 If the absences arise from the need to take leave to care for members of the employee's immediate family or household who require care due to an unexpected emergency, the employee must, if required by the Company, establish by production of documentation acceptable to the Company or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

- 27.8.5 The Company can always require the employee to complete a personal /carer's leave application form, in relation to any personal leave absence.
- 27.8.6 When taking leave for personal illness or injury, or leave to care for members of their immediate family or household, the employee may provide the evidence required anytime within the relevant pay fortnight.

27.9 Meaning of immediate family or household

- 27.9.1 The entitlement to use bereavement leave / compassionate leave and carer's leave in accordance with this clause is subject to:
- 27.9.2 The person being either:
  - 27.9.2.1 a member of the employee's immediate family; or
  - 27.9.2.2 a member of the employee's household.
- 27.9.3 The term immediate family includes:
  - 27.9.3.1 a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person means a person of the same or opposite sex to the first mentioned persona who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and
  - 27.9.3.2 a child, adult child (including an adopted child, a stepchild or an ex-nuptial child), parent, parent-in-law, grandparent, grandchild, sibling of the employee or spouse of the employee.

## 28. NOTIFICATION OF PERSONAL LEAVE AND OTHER ENTITLEMENTS

- 28.1.1 The company shall ensure each employee has access to a system whereby the employee can contact the Company and verify, at any time during office hours, the employee's personal leave balance, annual leave balance and long service leave accrual (provided the Employee has more than seven (7) years continuous service with the Company).
- 28.1.2 The Company will provide each employee bi-annually with written confirmation of their accrued leave entitlements as at the time of issuing the confirmation.

## 29. COMPASSIONATE LEAVE

29.1 An employee is entitled to two (2) days of compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household:

- 29.1.1 contracts or develops a personal illness that poses a serious threat to his or her life; or
- 29.1.2 sustains a personal injury that poses a serious threat to his or her life; or
- 29.1.3 dies.

29.2 Taking compassionate leave

- 29.2.1 An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
  - 29.2.1.1 for the purpose of spending time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury; or
  - 29.2.1.2 after the death of the member of the employee's immediate family or household.
- 29.2.2 An employee may take compassionate leave for a particular permissible occasion as:
  - 29.2.2.1 a single continuous period of two (2) days; or
  - 29.2.2.2 two (2) separate periods of one (1) day each; or
  - 29.2.2.3 any separate periods to which the employee and the Company agree.
- 29.2.3 If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

29.3 Payment for compassionate leave (other than for casual employees)

- 29.3.1 If, in accordance with this clause, an employee, other than a casual employee, takes a period of compassionate leave, the employer must pay the employee at the employee's rate of pay for the employee's ordinary hours of work in the period.

29.4 Evidence requirements.

- 29.4.1 The Company may require an employee to provide evidence that would satisfy a reasonable person that leave taken under this clause is taken for a permissible occasion.

**30. LONG SERVICE LEAVE**

- 30.1 An Employee's entitlement to long service leave will be determined by the *Long Service Leave Act 1992* (Vic), at the time the long service leave is taken, or when the Employee ceases to be employed by the Company.

**31. PARENTAL LEAVE**

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

**32. COMMUNITY SERVICE AND JURY LEAVE**

32.1 Community Service

- 32.1.1 Each of the following is an eligible community service activity:

- carrying out a voluntary emergency management activity (within the meaning of section 109 (2) of the Act); or

- an activity prescribed by the National Employment Standards.

32.1.2 An employee who engages in an eligible community service activity is entitled to be absent from their employment for a period if:

- a) the period consists of one or more of the following:
  - i. time when the employee engages in the activity;
  - ii. reasonable travelling time associated with the activity;
  - iii. reasonable rest time immediately following the activity;and;
- b) the employee's absence is reasonable in all the circumstances.

32.1.3 An employee who wants an absence from his or her employment to be covered by this clause 32.1 must provide the Company with notice of the employee's membership of the voluntary emergency agency or their participation in an activity that is of a community service nature.

32.1.4 An employee who wants an absence from his or her employment to be covered by this clause 32.1 must provide the Company with notice of the absence. The notice:

- a) must be given to the Company as soon as reasonably practicable (which may be a time after the absence has started); and
- b) must advise the Company of the period, or expected period, of the absence.

32.1.5 An employee who has given the Company notice of an absence under clause 32.1.3 must, if required by the Company, provide satisfactory evidence that the absence is because the employee has been or will be engaging in an eligible community service activity.

32.1.5.1 An employee's absence from his or her employment is not covered by this clause 32.1 unless the employee complies with the provisions of sub-clauses 32.1.3, 32.1.4 and 32.1.4.

## 32.2 Jury Service

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

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

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

- 32.2.3.1 The employee shall advise the company as soon as practicable that he/she had to attend for jury service, and if required by the Company, produce his/her notice to attend.
- 32.2.3.2 An employee who has been given more than seven (7) days' notice to attend for jury service shall give the Company at least seven (7) days' notice and if he/she fails to give such notice, without reasonable excuse, he/she shall forfeit his/her entitlement to payment by the Company.
- 32.2.3.3 An employee on day shift or day work who is not required for jury service after 1.00 p.m. on any day shall contact the Company by telephone to ask whether the Company requires the employee to report for the balance of the day, and if so required, the employee shall so report.
- 32.2.3.4 An employee on afternoon shift or night shift who is discharged or excused from jury service upon the day upon which he/she is first called or on any subsequent day on which he/she has been required to take part in court proceedings shall report for work:
  - 32.2.3.4.1 in the case of an afternoon shift employee, if possible at the employee's normal starting time or as soon thereafter as possible after being discharged or excused from jury service, and
  - 32.2.3.4.2 in the case of a night shift employee, at the employee's normal starting time.
- 32.2.3.5 Provided that an employee on afternoon shift or night shift who is continuing jury service and who has been required to take part in court proceedings for more than half the day shall not be required to report for work until the expiration of his/her jury service and if the jury service has lasted for more than two days until the shift next following the completion of the employee's jury service.

32.2.4 The employee shall give the Company proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

### **33. PUBLIC HOLIDAYS**

Subject to reasonable grounds of refusal, employees rostered to work on any of the public holidays prescribed for Victoria's metropolitan area as part of their normal roster are required to work such public holidays. In the event that reasonable grounds of refusal are met and subject to sub-clause 33.2.3, employees (other than casual employees) will be entitled to such public holidays as are prescribed for Victoria's metropolitan area without deduction of pay.

- 33.1 Special rates of pay will be paid for all work performed by Employees on public holidays.
  - 33.1.1 Double time and a half will be the special rate for all work performed by a permanent employee on any of the public holidays as defined in this clause.
  - 33.1.2 Double time for the first ten (10) hours and triple time thereafter for all work performed by a casual employee on any of the public holidays as defined in this clause.
- 33.2 Substituted Days

- 33.2.1 When Christmas Day is a Saturday or a Sunday, a holiday in lieu of will be observed on 27 December. When Boxing Day is a Saturday or a Sunday, a holiday in lieu will be observed on 28 December. When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu will be observed on the next Monday, or as otherwise prescribed.
- 33.2.2 Where work is performed on a substitute day as provided for under sub-clause 33.2.1 the special rate will only be payable for such day.
- 33.2.3 Full Time Employees not rostered for duty on a public holiday or substituted day are entitled to seven point six (7.6) hours pay at time for such days they are rostered off, excepting any employee who is not a seven (7) day shift worker, who is not entitled to any such payment for public holidays which fall on a weekend.
- 33.2.4 Part Time Employees not rostered for duty on a public holiday or substituted day are entitled to five (5) hours pay at time for such days they are rostered off, excepting any employee who is not a seven (7) day shift worker, who is not entitled to any such payment for public holidays which fall on a weekend.

#### **34. SUPERANNUATION**

- 34.1 Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. 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 default fund will be the fund nominated from time to time by MSS Security
- 34.2 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 in accordance with the Company's Salary Sacrifice Policy as amended from time to time.
- 34.3 MSS Security must approve the application for salary sacrifice before the employee's ordinary wage is adjusted for salary sacrifice contributions.
- 34.4 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.
- 34.5 Unless otherwise agreed by MSS Security, an employee may revoke or vary their Salary Sacrifice Agreement once in each twelve months in accordance with Company policy.
- 34.6 Not less than one month's written notice shall be given by an employee of their revocation or variation of a Salary Sacrifice Agreement.

The continuation of an employee's Salary Sacrifice Agreement is subject to MSS Security's discretion and such agreements cease to apply on the Company giving one month's notice.

#### **35. ACCIDENT MAKE-UP PAY**

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

- 35.1 Entitlement to accident make-up pay

- 35.1.1 Where an employee becomes entitled to weekly compensation payments under the Accident Compensation Act 1985 ("the AC Act"), the Company will pay to the employee an amount equivalent to the difference between:
  - 35.1.1.1 the level of weekly compensation and any weekly wages earned or able to be earned if partially incapacitated; and
  - 35.1.1.2 the amount that would have been payable under this Agreement for the classification of work if the employee had been performing their normal duties, provided that the rate will exclude additional remuneration by way of attendance bonus payments, shift premiums, overtime payments, special rates, fares and travelling allowance or other similar payments.
- 35.2 Accident make-up pay will not apply:
  - 35.2.1 for any injury during the first five working days of incapacity;
  - 35.2.2 to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks.
- 35.3 Entitlement to accident make-up pay continues (subject to clause 35.5) on termination of an employee's employment where such termination:
  - 35.3.1 is by the Company other than for reasons of the employee's serious and/or wilful misconduct; or
  - 35.3.2 arises from a declaration of liquidation of the Company, in which case the employee's entitlement in the absence of agreement will be referred to FWA.
- 35.4 Industrial disease contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration will not be subject to the accident make-up pay unless the employee has been employed with the Company at the time of the incapacity for a minimum period of one month.
- 35.5 Maximum period of payment
  - 35.5.1 The maximum period or aggregate period of accident make-up pay to be made by the Company will be a total of thirty nine (39) weeks for any one injury.
- 35.6 Variation in compensation rates
  - 35.6.1 Any changes in compensation rates under the AC Act will not increase the amount of accident make-up pay above the amount that would have been payable had the rates of compensation remained unchanged.
- 35.7 Medical examination
  - 35.7.1 In order to receive entitlement to accident make-up pay an employee will conform to the requirements of the AC Act as to medical examination.
  - 35.7.2 Where, in accordance with the AC Act, a medical referee gives a certificate as to the condition of the employee and fitness for work or specifies work for which the employee is fit and such work is made available by the Company, such work not necessarily at an Aviation site, and refused by the employee or the employee fails to commence the work, accident make-up pay will cease from the date of such refusal or failure to commence the work.

- 35.8 The parties to this Agreement will positively support measures which may be implemented for the adoption and maintenance of safe working practices and conditions; and all parties will co-operate in programs designed to provide for the early and effective rehabilitation of injured employees.
- 35.9 All rights to accident make-up pay cease on the death of an employee.

**36. TRAINING**

36.1 With the exception of an employee's personal security licence, the Company will provide all site-related training to all employees at no cost to the employee and in paid work time, including first aid training for any designated first aid Security Officers.

**37. OHS Committee**

37.1 MSS Security values its employees and their workplace safety and has applied strict processes and procedures which adhere to the Victorian Occupations Health and Safety Act (2004) this includes and not limited to:

37.1.1 Maintaining a Health and safety Committee  
37.1.2 Designated Work Groups (as set out by the Committee or the Company)

**38. VACCINATIONS**

38.1 MSS agrees to make arrangements for all employees covered under this Agreement to receive injections for influenza should they so desire.

38.2 Subject to acceptance by greater than 50% of eligible employees of the offer of immunizations, a program will be devised for these injections to be provided on site in such a manner as to allow the maximum possible number of employees to access the injections on site. There will be no deduction of pay for attending injections on site while on shift.

38.3 Should less than 50% of eligible employees elect to have the injections employees will be required to attend an MSS nominated medical provider for these injections during their own time.

38.4 In the case where greater than 50% of employees elect to receive the injections, any employee unable to attend at the scheduled times for any reason will be required to attend an MSS nominated medical provider for these injections during their own time

**39. CAR PARKING**

39.1 MSS shall ensure that all permanent, permanent part time and regularly rostered casual employees will be provided with car parking during their rostered shifts, at no cost to the employee.

## PART A - CLASSIFICATION

### CLASSIFICATION STRUCTURE

#### 1.1 Security Officer - Level 1

- 1.1.1 A Security Officer Level 1 is an employee who has completed at least a Certificate II in Security Operations so as to enable the employee to perform work within the scope of this level and who performs work to the level of their skills, competency and training.
- 1.1.2 A Security Officer Level I:
  - 1.1.2.1 is responsible for the quality of his/her own work subject to general supervision;
  - 1.1.2.2 works under general supervision, which may or may not necessarily be at the site where the officer is posted, either individually or in a team environment;
  - 1.1.2.3 exercises discretion within his/her level of skills and training; and
  - 1.1.2.4 assists in the provision of on the job training.
- 1.1.3 Indicative of the tasks which an employee at this level may perform are the following:
  - 1.1.3.1 watch, guard or protect persons and / or premises and / or property at sites / locations where the complex use of computer technology is not required;
  - 1.1.3.2 Be stationed at an entrance/exit, where principal duties will include the control of movement of persons, vehicles, goods/property coming out of or going into premises or property, including vehicles carrying goods of any description, to ensure that the quantity and description of such goods is in accordance with the requirements of the relevant document/gate pass;
  - 1.1.3.3 respond to basic fire / security alarms at their designated post;
  - 1.1.3.4 in performing the duties referred to above the officer may be required to use electronic equipment such as hand-held scanners and simple closed circuit television systems utilising basic keyboard skills which do not require data input; and
  - 1.1.3.5 provide safety induction to employees, contractors or visitors to the site.

#### 1.2 Security Officer - Level 2

- 1.2.1 A Security Officer Level 2 is an employee who has completed at least a Certificate II in Security Operations so as to enable the employee to perform work within the scope of this level.
- 1.2.2 An employee at this level performs work above and beyond the skills of a Security Officer Level 1 and to the level of his/her skills, competence and training.

1.2.3 A Security Officer - Level 2:

- 1.2.3.1 works from complex instructions and procedures under general supervision which may or may not necessarily be at the site where the officer is posted;
- 1.2.3.2 assists in the provision of on-the-job training;
- 1.2.3.3 exercises good interpersonal communications skills;
- 1.2.3.4 co-ordinates work in a team environment or works individually under general supervision of a more senior security officer who may or may not necessarily be on site;
- 1.2.3.5 is responsible for assuring the quality of his /her own work; and
- 1.2.3.6 is required to act as first response to security incidents/matters.

1.2.4 Indicative of the tasks which an employee at this level may perform are the following:

- 1.2.4.1 duties of securing, watching, guarding, protecting as directed, including responses to alarm signals and attendances at and minor non-technical servicing of automatic teller machines (ATM's). Such work shall not be undertaken alone and shall not include cash replenishment at ATM's;
- 1.2.4.2 crowd control functions including at shopping centres; major events, sporting tournaments, nightclubs, sporting venues and other entertainment venues or public areas where events, concerts or similar activities are conducted;
- 1.2.4.3 to patrol in a vehicle two or more separate establishments or sites, including where more than one site held by the same business is patrolled;
- 1.2.4.4 monitor and respond to electronic intrusion detection or access control equipment terminating at a visual display unit and/or computerised printout (except for simple closed circuit television systems). Such work shall not include complex data input into a computer;
- 1.2.4.5 monitor and act upon walk through electromagnetic detectors; and/or monitor, interpret and act upon screen images using x-ray imaging equipment;
- 1.2.4.6 the operation of a public weigh-bridge by a Security officer;
- 1.2.4.7 recording and/or reporting security incidents or matters on a computer based system; and
- 1.2.4.8 may be required to perform the duties of a Security Officer - Level I.

### 1.3 Security Officer - Level 3

- 1.3.1 A Security Officer Level 3 is an employee who holds a Certificate III in Security Operations or equivalent and is able to exercise the skills and possess the knowledge of the location where the employee is posted by the employer so as to enable the employee to perform work within the scope of this level under limited supervision which may or may not necessarily be at the site where the officer is posted.
- 1.3.2 A Security Officer Level 3 works above and beyond the skills of an employee at Level 1 and Level 2, and to the level of his/her skills, competence and training.
- 1.3.3 A Security Officer Level 3:
  - 1.3.3.1 works from complex instructions and procedures under limited supervision;
  - 1.3.3.2 exercises good interpersonal and communications skills;
  - 1.3.3.3 exercises computer skills at a level higher than Level 2;
  - 1.3.3.4 assists in the provision of on the job training;
  - 1.3.3.5 exercises discretion within the scope of this classification level; and
  - 1.3.3.6 performs work independently under limited supervision either individually or in a team environment.
- 1.3.4 Indicative of the tasks which an employee at this level may be required to perform are the following:
  - 1.3.4.1 control of movement of persons, vehicles, stock and material at gatehouses and similar locations utilising monitoring and operating computer based systems requiring data input, including manipulation of spread sheet based computer programs or other advanced monitoring system;
  - 1.3.4.2 monitor and operate, under supervision, building operation systems terminating at a visual display unit or computerised printout, including the monitoring of complex fire alarms, water towers / chillers, temperatures and other similar building operational system functions;
  - 1.3.4.3 stock and material control at computerised gatehouses and similar locations requiring data input and manipulation of computer programs e.g. Microsoft Excel and other similar computer programs;
  - 1.3.4.4 provide safety induction to employees, contractors or visitors to the site; and
  - 1.3.4.5 may be required to perform the duties of a Security Officer - Level 1 and Security Officer - Level 2.

#### **1.4 Security Officer - Level 4**

- 1.4.1 A Security Officer Level 4 is an employee who holds a Certificate III in Security Operations or equivalent and is able to exercise the skills and possess the knowledge of the location where the employee is posted by the employer so as to enable the employee to perform work within the scope of this level.
- 1.4.2 A Security Officer Level 4 works above and beyond an employee at Level 1, Level 2 and Level 3, and to the level of his /her skills, competence and training.
- 1.4.3 A Security Officer Level 4:
  - 1.4.3.1 works individually or in a team environment under limited supervision which may not necessarily be at the site where the officer is posted;
  - 1.4.3.2 assists in the provision of on-the-job training;
  - 1.4.3.3 exercises discretion within the scope of this classification level;
  - 1.4.3.4 exercises computer skills at a higher level than Level 3; and
  - 1.4.3.5 exercises high level interpersonal and communications skills.
- 1.4.4 Indicative of the tasks which an employee at this level may be required to perform are the following:
  - 1.4.4.1 monitoring, recording, inputting information or reacting to signals and instruments related to electronic surveillance of any kind within a central station or at a particular location;
  - 1.4.4.2 keyboard operation to alter the parameters within an integrated intelligent building management and/or security system, including operating computer programs which have the ability to lock/unlock doors, program access cards, audit door access by individual as well as recording time and date of access;
  - 1.4.4.3 the coordinating, monitoring or recording of the activities of Security Officers utilising a verbal or computer based communications system within a central station; and
  - 1.4.4.4 may be required to perform the duties of Security Officers at Levels 1, 2 and 3.

#### **1.5 Security Officer - Level 5**

- 1.5.1 Security Officer Level 5 is an employee who holds a Certificate III in Security Operations or equivalent and is able to exercise the skills and possess the knowledge of the location where the employee is posted by the employer so as to enable the employee to perform work within the scope of this level.
- 1.5.2 A Security Officer Level 5 works above and beyond an employee at Level 1, Level 2, Level 3 and Level 4 and to the level of his/her skills, competence and training and, may co-ordinate the work of Security Officers working in a team environment within a central station.

**1.5.3 A Security Officer Level 5:**

- 1.5.3.1 works individually or in a team environment under limited supervision, which may not necessarily be at the site where the officer is posted;
- 1.5.3.2 exercises high level communications/ interpersonal skills;
- 1.5.3.3 assists in the provision of training in conjunction with supervisors and/or trainers;
- 1.5.3.4 exercises discretion within the scope of this classification level; and
- 1.5.3.5 exercises computer skills at a higher level than Level 4.

1.5.4 Indicative of the tasks which an employee at this level may be required to perform are the following:

- 1.5.4.1 keyboard operation to alter the parameters within an integrated intelligent building management and/or security system including operating computer programs which have the ability to remotely lock/unlock doors, program access cards, audit and record door access by individuals as well as recording time and date of access etc.;
- 1.5.4.2 the coordinating, monitoring or recording of the activities of Security Officers utilising a verbal or computer based communications system with a central station at the particular site or location; and
- 1.5.4.3 may be required to perform the duties of Security Officers at Levels 1, 2, 3 and 4.

**1.6 Incidental duties**

1.6.1 Despite a Security Officer's level according to the classification structure, a Security Officer at any level is to perform duties incidental to the tasks of a Security Officer within the employee's level of skill, competence and training.

## PART B - RATES OF PAY AND ALLOWANCES

### 1. Employees will be paid the following hourly rates of pay:

Classification Level	Ordinary Time Rates of Pay					
	Year 1 - 28 days following the approval of the Agreement by FWC		Year 2 – First full pay period commencing on or after 1 July 2019		Year 3 – First full pay period commencing on or after 1 July 2020	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
Level 1 Casual	\$810.47	\$21.33281	\$830.73	\$21.8613	\$851.50	\$22.4078
Level 2 Casual	\$836.47	\$22.0125	\$857.38	\$22.5628	\$878.82	\$23.1269
Level 3 Casual	\$854.39	\$22.4838	\$875.75	\$23.0459	\$897.64	\$23.6220
Level 4 Casual	\$872.31	\$22.9554	\$894.11	\$23.5293	\$916.47	\$24.1175
Level 5 Casual	\$911.06	\$23.9753	\$933.84	\$24.5746	\$957.18	\$25.1890
		\$29.5614		\$30.3004		\$31.0580

## VOT Rates Schedule

Voluntary Overtime Rates of Pay					
Classification Level		Year 1 - 28 days following the approval of the Agreement by FWC			
		M-F Day	M-F Night	Sat	Sun
Level 1		\$27.9739	\$32.2506	\$38.2842	\$49.3019
Level 2		\$28.8180	\$33.2237	\$39.8240	\$50.8305
Level 3		\$29.3989	\$33.8934	\$40.6407	\$51.8826
Level 4		\$29.9802	\$34.5644	\$41.4580	\$52.9356
Level 5		\$31.2411	\$36.0138	\$43.2254	\$55.2133
Classification Level					
Year 2 - First full pay period commencing on or after 1 July 2019					
		M-F Day	M-F Night	Sat	Sun
Level 1		\$28.6733	\$33.0569	\$39.2413	\$50.5345
Level 2		\$29.5384	\$34.0543	\$40.8196	\$52.1012
Level 3		\$30.1339	\$34.7408	\$41.6567	\$53.1796
Level 4		\$30.7297	\$35.4286	\$42.4944	\$54.2590
Level 5		\$32.0221	\$36.9141	\$44.3061	\$56.5936
Classification Level					
Year 3 - First full pay period commencing on or after 1 July 2020					
		M-F Day	M-F Night	Sat	Sun
Level 1		\$29.3901	\$33.8833	\$40.2223	\$51.7978
Level 2		\$30.2769	\$34.9057	\$41.8401	\$53.4038
Level 3		\$30.8872	\$35.6093	\$42.6981	\$54.5091
Level 4		\$31.4979	\$36.3143	\$43.5568	\$55.6154
Level 5		\$32.8226	\$37.8370	\$45.4137	\$58.0084

### 2. First Aid Allowance

Level 1		Level 2	
	Per Shift	Max per week	Per Shift
Year 1	\$3.35	\$16.76	\$4.38
Year 2	\$3.44	\$17.18	\$4.49
Year 3	\$3.52	\$17.61	\$4.60

	Per Shift	Max per week	Per Shift	Max per week
Year 1			\$21.88	\$5.87
Year 2			\$22.43	\$6.02
Year 3			\$22.99	\$6.17

### 3. Leading Hand Allowances

	Level 1 per Week	Level 2 per Week	Level 3 per Week
Year 1	\$37.37	\$56.95	\$72.74
Year 2	\$38.31	\$58.37	\$74.56
Year 3	\$39.26	\$59.83	\$76.43

### 4. Excess Fares Allowance

	Per Day	Maximum per week
Year 1	\$4.12	\$20.60
Year 2	\$4.22	\$21.12
Year 3	\$4.33	\$21.65

### 5. Melbourne Airport Location Allowance

	Per Shift
Year 1	\$8.73
Year 2	\$8.95
Year 3	\$9.18

### 6. Meal Allowance

	More Than Two Hours	Each Four Hours Thereafter
Year 1	\$14.66	\$12.56
Year 2	\$15.02	\$12.87
Year 3	\$15.40	\$13.19

**7. Aviation Security Allowance**

When the Security Services Industry Award 2010 (SSIA) Aviation Allowance exceeds the Aviation Security the Aviation Security Allowance will increase to equal the SSIA Aviation allowance in the respective year.

	Per Hour
Year 1	\$1.64
Year 2	\$1.64
Year 3	\$1.64

**8. Airport Security Employee Allowance**

	Per Week
Year 1	\$4.88
Year 2	\$5.00
Year 3	\$5.13

**9. Relieving Officers Allowance**

	Per Week
Year 1	\$37.71
Year 2	\$38.65
Year 3	\$39.62

## SIGNATURES

### THIS AGREEMENT IS SIGNED AND COMMITTED FOR ON BEHALF OF:

#### MSS SECURITY PTY LTD

(Name): Matt Burleigh

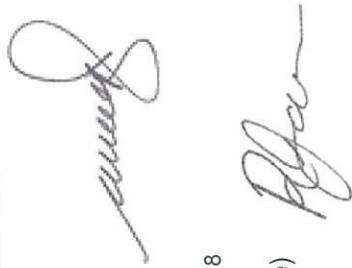
National General Manager, Aviation Services  
L2, Gateway Business Park  
63-79 Parramatta Road  
Silverwater NSW 2128

(Signature)

(Date) 21 May 2018

(Witness Signature)

In the presence of Rebecca Jansen



#### BARGAINING REPRESENTATIVE

(Name): John Berger

Branch Secretary  
TWU - VIC/TAS Branch  
52-56 Rouse Street  
Port Melbourne, VIC 3207

(Signature)

(Date) 24 May 2018

(Witness Signature)

In the presence of Sofia Manos



#### BARGAINING REPRESENTATIVE

(Name): Jason Murgatroyd

Aviation Protection Officer, MSS Security  
c/o L2, Gateway Business Park  
63-79 Parramatta Road  
Silverwater NSW 2128

(Signature)

(Date) 25/05/2018

(Witness Signature)

In the presence of

Name: Sue Nodelkarski



Date: 25.5.2018

BARGAINING REPRESENTATIVE

(Name): BEN REDFORD

(Signature)

ASSISTANT SECRETARY  
117-131 Chapel Street, North Melbourne  
VIC 3051

In the presence of

JACK KENNINGTON-EVANS

INDUSTRIAL OFFICER

BEN REDFORD

28/5/18

(Date)

John Smith

(Witness Signature)

**IN THE FAIR WORK COMMISSION**

**FWC Matter No.:**

AG2017/2239

**Applicant:**

MSS Security Pty Ltd

## **Undertaking- section 190**

I, Matthew Burleigh, National General Manager, Aviation Services of MSS Security Pty Ltd give the following undertakings with respect to the MSS Security Victorian Aviation Security Employees Enterprise Agreement 2018 ("the Agreement"):

1. I have the authority given to me by MSS Security Pty Ltd to provide this undertaking in relation to this application before the Fair Work Commission.
2. MSS Security undertakes that they will rely on the National Employment Standards for the definition of a shift worker

For the purposes of the NES, a shift worker is an employee:

- a. who works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the seven days of the week; and
- b. who is regularly rostered to work on Sundays and public holidays'

3. MSS Security undertakes to rely on the Fair Work Act 2009, Section 96 relating to personal and carer's leave entitlements.

For each year of service with his or her employer, an employee is entitled to 10 days of paid personal/carer's leave.

4. MSS Security undertakes that Clause 24 of the agreement, Abandonment, will operate in accordance with the National Employment Standards (NES) with respect to notice of termination.
5. MSS Security undertakes to conduct a fortnightly audit of employees who have worked VOT hours Monday to Friday, in that fortnight. The audit will be conducted following the end of the pay period, and be completed prior to the pay transfer.

If that audit shows that any employee paid under the Agreement would have been paid more under the Security Services Industry Award 2010 for that same pay period, MSS Security will ensure the employee receives the payment in line with the Security Services Industry Award 2010, plus an additional \$1, in the pay transfer.

In determining the earnings under the Security Services Industry Award 2010, full consideration will be had for applicable roster rotations, be it rotations per the Award or as provided for in the Agreement.

**Authority to sign:** Matthew Burleigh

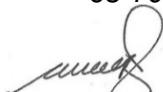
National General Manager, Aviation Services

MSS Security

Level 2, Gateway Business Park

63-79 Parramatta Road Silverwater NSW 2128

**Signature:**



**Date:** 23<sup>rd</sup> October 2018