



# DECISION

*Fair Work Act 2009*

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

**MSS Security Pty Ltd**  
(AG2020/1956)

## **MSS SECURITY RESERVE BANK OF AUSTRALIA (VIC) ENTERPRISE AGREEMENT 2020**

Security services

COMMISSIONER MCKINNON

MELBOURNE, 4 AUGUST 2020

*Application for approval of the MSS Security Reserve Bank of Australia (VIC) Enterprise Agreement 2020.*

[1] Application has been made by MSS Security Pty Ltd for approval of a single enterprise agreement known as the *MSS Security Reserve Bank of Australia (VIC) Enterprise Agreement 2020* (the Agreement).

[2] Written undertakings have been given by the employer in accordance with s.190 of the Act. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be terms of the Agreement.

[3] With the undertaking 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 Agreement is approved and, in accordance with s.54 of the Act, will operate from 11 August 2020. The nominal expiry date of the Agreement is 30 June 2024.

[5] The Agreement covers the United Workers' Union.

  
  
COMMISSIONER

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## Annexure A

Commissioner McKinnon  
Fair Work Commission  
Via email: [Chambers.McKinnon.C@fwc.gov.au](mailto:Chambers.McKinnon.C@fwc.gov.au)



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Dear Commissioner McKinnon

### **MSS Security Reserve Bank of Australia (VIC) Agreement 2020 (AG2020/1956)**

Written undertakings under section 190 of the *Fair Work Act 2009*

MSS Security Pty Ltd hereby undertakes the following in relation to the MSS Security Reserve Bank of Australia (VIC) Agreement 2020 (**Agreement**):

#### 1) National Employment Standards

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

#### 2) Clause 5.4 – Seven Day Shift Work Employee Definition

The definition at clause 5.4 of the Agreement is to be deleted and replaced with the following:

5.4. "Seven day shift work employee" is an employee who:

- 5.4.1 works a roster and who, over the roster cycle can be rostered to work their ordinary hours on any day of the week (Monday - Sunday); and
- 5.4.2 is regularly rostered to work on Sundays and public holidays
- 5.4.3 the employee is a shift worker for the purposes of the NES

#### 3) Clause 26.2 – Annual Leave Entitlement

Clause 26.2 of the Agreement is to be altered to include subclause 26.2.1.2.1 to provide clarity for the purposes of the additional week of annual leave provided for in the National Employment Standards of the Fair Work Act 2009 (Cth):

26.2. For each year of service with the Company, an employee is entitled to:

- 26.2.1.1 four (4) weeks (152 hours) of paid annual leave; or
- 26.2.1.2 for seven day shift work employees, five (5) weeks (190 hours) of paid annual leave
  - 26.2.1.2.1 Clause 26.2.1.2 above applies to an employee who meets the definition as set out in clause 5.4

Signed for and on behalf of the employer

A handwritten signature in blue ink, appearing to read 'Jamie Adams', written over a horizontal line.

Jamie Adams  
General Manager, Victoria and Tasmania

Date: 30/7/2020

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 this agreement.

**MSS SECURITY RESERVE BANK OF  
AUSTRALIA (VIC) ENTERPRISE  
AGREEMENT 2020**

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## PART 1 - APPLICATION AND OPERATION OF THE AGREEMENT

### 1. TITLE

This agreement shall be known as the *MSS Security Reserve Bank of Australia Enterprise Agreement (VIC) 2020* (“**the Agreement**”) which replaces the *MSS Security Note Printing Australia Enterprise Agreement 2016* (AG2016/3794).

### 2. APPLICATION AND COVERAGE

2.1. This agreement covers and applies to:

2.1.1. MSS Security Pty Ltd (ABN: 29 100 573 966) (“the Company”); and

2.1.2. employees of the Company who work as licensed security officers in the State of Victoria, in one of the classifications described in clause 18 employed to provide security services at the Reserve Bank of Australia (“RBA” or “the Client”) site at 1-17 Potter Street Craigieburn.

2.2. Where this Agreement refers to “the parties” to this Agreement, it is intended to mean the Company and the employees referred to in clause 2.1.2.

2.3. The *Security Services Industry Award 2010* does not apply to employees covered by this Agreement.

### 3. NO EXTRA CLAIMS

The parties agree that no extra claims shall be made during the life of this agreement.

### 4. TERM OF THE AGREEMENT

4.1. This Agreement will come into operation seven (7) days after approval by the FWC or from the first full pay period after 1 July 2020, whichever is the latter.

4.2. The wage rates and allowances contained in this Agreement shall be effective in accordance with clause 4.1.

4.3. The nominal expiry date of this Agreement shall be 30 June 2024.

### 5. DEFINITIONS

5.1. “**Week**” means any employee’s working week Monday to Sunday.

5.2. “**Continuous service**” means that for the purposes of this agreement a year of employment will be deemed to be continuous despite-

5.2.1. any annual leave or long service leave taken therein;

5.2.2. any interruption or ending of the employment by the Company if such interruption or ending is made with the intention of avoiding obligations in respect of annual leave or long service leave;

5.2.3. any absence from work of not more than fourteen days in the year of employment on account of sickness or accident;

5.2.4. any absence on account of leave (other than annual leave or long service leave) granted, imposed, or agreed to by the Company;

5.2.5. any absence on any other account not involving termination of employment;

5.2.6. in calculating a year of employment any absence of a kind mentioned in 5.2.1, 5.2.2 or 5.2.3 of this sub-clause will be counted as part of the year of employment. However, for absences of a kind mentioned in 5.2.4 and 5.2.5 of this sub-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.

5.3. “**Financial year**” means the period commencing on 1 July in any year, and ending on 30 June the

following calendar year

- 5.4. “**Seven day shift work employee**” means a shift work employee who is rostered to work regularly on Sundays and public holidays or employees who are rostered to work regularly on seven days per week.
- 5.5. “**FWC**” means Fair Work Commission
- 5.6. “**Act**” means *Fair Work Act 2009 (Cth.)*

## 6. CONSULTATION AND INTRODUCTION OF CHANGE

6.1. This term applies if the employer:

- 6.1.1. 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
- 6.1.2. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

### 6.2. Major change

6.2.1. For a major change referred to in clause 6.1.1:

- 6.2.1.1. the employer must notify the relevant employees of the decision to introduce the major change; and
- 6.2.1.2. subclauses 6.2.2 to 6.2.8 apply.

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

6.2.3. If:

- 6.2.3.1. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- 6.2.3.2. the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

6.2.4. As soon as practicable after making its decision, the employer must:

- 6.2.4.1. discuss with the relevant employees:
  - 6.2.4.1.1. the introduction of the change; and
  - 6.2.4.1.2. the effect the change is likely to have on the employees; and
  - 6.2.4.1.3. measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- 6.2.4.2. for the purposes of the discussion—provide, in writing, to the relevant employees:
  - 6.2.4.2.1. all relevant information about the change including the nature of the change proposed; and
  - 6.2.4.2.2. information about the expected effects of the change on the employees; and
  - 6.2.4.2.3. any other matters likely to affect the employees.

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

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

6.2.7. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in clause 6.2.1.1 and subclauses 6.2.2 and 6.2.4 are taken not to apply.

6.2.8. In this term, a major change is *likely to have a significant effect on employees* if it results in:

- 6.2.8.1. the termination of the employment of employees; or
- 6.2.8.2. major change to the composition, operation, or size of the employer's workforce or to the skills required of employees; or
- 6.2.8.3. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- 6.2.8.4. the alteration of hours of work; or
- 6.2.8.5. the need to retrain employees; or
- 6.2.8.6. the need to relocate employees to another workplace; or
- 6.2.8.7. the restructuring of jobs.

### **6.3. Change to regular roster or ordinary hours of work**

- 6.31. For a change referred to in clause 6.1.2:
  - 6.3.1.1. the employer must notify the relevant employees of the proposed change; and
  - 6.3.1.2. subclauses 6.3.2 to 6.3.6 apply.
- 6.32. The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 6.33. If:
  - 6.3.3.1. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - 6.3.3.2. the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- 6.34. As soon as practicable after proposing to introduce the change, the employer must:
  - 6.3.4.1. discuss with the relevant employees the introduction of the change; and
  - 6.3.4.2. for the purposes of the discussion—provide to the relevant employees:
    - 6.3.4.2.1. all relevant information about the change, including the nature of the change; and
    - 6.3.4.2.2. information about what the employer reasonably believes will be the effects of the change on the employees; and
    - 6.3.4.2.3. information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - 6.3.4.3. 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).
- 6.35. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 6.36. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 6.37. In this term **relevant employees** means the employees who may be affected by a change referred to in subclause 6.1.

## **PART 2 – STARTING OR FINISHING WORK AS AN MSS SECURITY OFFICER**

### **7. TYPES OF EMPLOYMENT**

Employees under this agreement will be employed in one of the following categories:

- permanent (either “full time” or “part time”); or
- casual employees.

- At the time of engagement, the Company will inform each employee of the terms of their engagement and in particular whether or not they are to be full-time, part-time, or casual. Such decision will then be recorded in the Time and Wages Record.

### **7.1. Full time employees**

7.1.1. The Company may employ full time employees in any classification in this Agreement. A full time employee is an employee who works an average of thirty eight (38) ordinary hours per week as prescribed by clause 8.1.

### **7.2. Part time employees**

7.2.1. The Company may employ regular part-time employees in any classification in this Agreement.

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

7.2.2.1. works less than full-time hours of thirty eight (38) ordinary hours per week; or where the employee is attached to a roster works fewer than thirty eight (38) ordinary hours over the roster cycle.

7.2.2.2. has reasonably predictable hours of work; and

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

7.2.3. All time worked in excess of the part time employee's ordinary specific hours of work shall be treated as overtime, and paid as such, in accordance with clause 23.

7.2.4. 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.

### **7.3. Casual employees**

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

7.3.2. Casual employees will be paid the "casual rate" specified in the appropriate Schedule in this Agreement, and rates payable for shift, weekend work and public holiday work on the same basis as a permanent employee.

7.3.3. Casual employees will not be entitled to:

7.3.3.1. Clause 9.1 – Notice of Termination of Employment

7.3.3.2. Clause 12- Redundancy

7.3.3.3. Clause 21.1.4 - Shift work allowances – permanent night shift

7.3.3.4. Clause 25.1 - Public holidays

7.3.3.5. Clause 26 – Annual leave

7.3.3.6. Clause 27 - Parental leave (except casual employees with 12 months continuous service, as provided by section 67(2) of the National Employment Standards)

7.3.3.7. Clause 28 - Personal/Carers' leave (other than in relation to unpaid carers' leave provided by 28.5)

7.3.3.8. Clause 30.2 - Jury service

7.3.3.9. Clause 32 - Accident make-up pay

### **7.4. Stand-down for disciplinary reasons**

7.4.1. In circumstances where alleged misconduct or neglect of duty is made against an employee, the Company may stand down the employee without pay for up to seventy two (72) hours to enable an investigation to be made into the matter.

7.4.2. During the investigation and at the employee's request, the Union or other employee



representative will be consulted and given an opportunity to represent the interests of the effected employee.

7.43. If the alleged misconduct or neglect of duty is not sustained against the employee, payment for the period of the stand-down will be credited to the employee.

## **7.5. Transfers**

7.5.1. The parties acknowledge that the Company may transfer an employee from RBA to another site or to the awaiting assignment pool in response to the client's request, poor performance/misconduct, or the operational requirements of the business. The Company undertakes to consider an employee's family and financial responsibilities (as much as is operationally possible) when being transferred to a new site.

7.5.2. Where an employee has been transferred to a new site which is at a lesser rate than the RBA site, the employee's wage rate will remain at the RBA rate for a period of four (4) weeks, except in cases where an employee has been removed from site due to misconduct or poor performance. Thereafter all employment conditions shall be as determined by the industrial instrument in effect at that site.

## **8. ROSTERS**

### **8.1. Ordinary hours of work for full time security officers**

8.1.1. The ordinary hours of work each week for a full time employee are thirty eight (38), which may be averaged over a period of between one (1) and twelve (12) weeks.

### **8.2. Working reasonable overtime**

8.2.1. Employees may also be required to work reasonable additional hours (also known as "overtime"). In determining whether overtime is reasonable or unreasonable, the following must be considered:

8.2.1.1.any risk to employee health and safety from working the additional hours;

8.2.1.2.the employee's personal circumstances, including family responsibilities;

8.2.1.3.the needs of the workplace or enterprise in which the employee is employed;

8.2.1.4.the notice (if any) given by the Company of any request or requirement to work the additional hours;

8.2.1.5.the notice (if any) given by the employee of his or her intention to refuse to work the additional hours;

8.2.1.6.the usual patterns of work at the site, or the part of the site, in which the employee works;

8.2.1.7.the nature of the employee's role, and the employee's level of responsibility;

8.2.1.8.any other relevant matter.

### **8.3. Roster**

8.3.1. An employee shall be notified of their roster setting out the employee's ordinary days of duty and starting and finishing times on such days, at least seven (7) days in advance of the commencement of that roster.

8.3.2. Once a roster has been determined by the Company and implemented, it shall not be varied until that cycle has been completed except to meet an emergency due to sickness, or other unexpected and unavoidable cause, or by personal agreement between the Company and employee(s) concerned.

8.3.3. Employees may organise shift swaps between themselves provided such arrangements have been approved in advance by the relevant supervisor. In these circumstances, no overtime or other penalties will be payable by the Company to the employee(s) if such overtime or penalties would not have been payable if the shift swaps had not occurred in the first instance.

- 834. Employees shall be provided with a minimum shift of ordinary duty of no less than four (4) hours (subject to clause 8.4) and of up to twelve (12) hours.
- 835. Rosters will provide for a minimum of eight (8) hours break between the completion of a rostered shift and the commencement of the employee's next rostered shift
- 836. The Company will make its best endeavours to ensure that for full time employees, rosters will provide for a minimum of eight (8) days off in every four (4) week cycle.
- 837. 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 the operational needs of the Company.
- 838. No permanent employee will be rostered to work more than seven (7) consecutive days in a twenty eight (28) day period other than by agreement.

#### **8.4. Broken shifts**

- 841. Weekly 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.
- 842. For the purposes of payment of all other allowances contained in this Agreement, allowance payments shall apply once per shift (a broken shift shall be counted as one shift).
- 843. An employee working broken shifts is entitled to a broken shift excess fares allowance as prescribed in clause 20.9.

#### **8.5. Summer time**

- 851. Despite anything contained elsewhere in this agreement, whereby reason of legislation summer time is prescribed as being in advance of standard time, the length of any shift:
- 852. commencing before the time prescribed under relevant legislation for the commencement of a summer time period; and
- 853. commencing on or before the time prescribed under legislation for the termination of a summer time period;
- 854. will be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end, the time of the clock in each case to be set to the time fixed under legislation.
- 855. In this clause the expressions standard time and summer time will bear the same meaning as are prescribed by legislation, and legislation will mean the *Summer Time Act 1972 (Vic)* as amended or as substituted.

#### **8.6. Training & attendance at court**

- 861. Any training required to be undertaken in order for an employee to maintain their security licence is unpaid training to be conducted in the employee's own time and at his/her own expense. The Company will, where operationally possible, facilitate time off from work to complete the training.
- 862. Training required to be undertaken by the Company in order to maintain qualifications necessary to work at RBA, such as but not limited to First Aid training and Firearms training will be paid training and at no cost to the employee. This training will be paid at the employee's ordinary hourly rate of pay.
- 863. Where an employee is required to attend at court in the interest of the Company or of RBA in relation to any matter arising out of or in connection with the employee's duties, such attendance shall be paid at no loss of pay if rostered at such time or at that employees' ordinary hourly rate of pay if rostered off.

### **9. TERMINATION OF EMPLOYMENT**

#### **9.1. Notice of termination by Company**

9.1.1. 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>
One year or less	One week
Over one year and up to the completion of three years	Two weeks
Over three years and up to the completion of five years	Three weeks
Over five years of completed service	Four weeks
Employees over 45 years of age at the time of the giving of the notice, who have no less than two years continuous service, are entitled to an additional one week's notice.	

9.1.2. Payment in lieu of the prescribed notice in clause 9.1.1 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the Company making payment for the remainder of the period of notice.

9.1.3. 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:

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

9.1.4. The period of notice in this clause does not apply:

- 9.1.4.1. in the case of dismissal for serious misconduct;
- 9.1.4.2. in the case of employee repudiation of the employment contract;
- 9.1.4.3. to apprentices;
- 9.1.4.4. to employees engaged for a specific period of time or for a specific task or tasks;
- 9.1.4.5. 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
- 9.1.4.6. to casual employees.

9.1.5. Continuous service is defined in clause 5.2.

## **9.2. Notice of termination by an employee**

9.2.1. 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.

9.2.2. If an employee fails to give the notice specified in clause 9.1.1 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 clause 9.1.1.

## **9.3. Job search entitlement**

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

#### 9.4. Transmission of business

94.1. Where a business is transmitted from one employer to another, as set out in clause 12.1.4, the period of continuous service that the employee had with the transmitter or any prior transmitter is deemed to be service with the transmittee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

#### 10. ABANDONMENT

10.1. An employee, other than an employee who is on leave which is authorised by the Company under the provisions of this Agreement, will be taken to have abandoned their employment if they are absent from work for a period in excess of three (3) consecutive rostered shifts without approval. Abandonment in this manner constitutes termination of employment at the initiative of the employee and will be progressed under the provisions of clause 9.1.4 with the final day of employment taken to be the last day worked or the last day of authorised absence.

#### 11. LICENCES

11.1. All employees engaged under this Agreement are required to hold a relevant security licence in accordance with the *Private Security Act 2004 (Vic)* (“PSA”). The rates of pay contained in the Schedules to this Agreement are inclusive of skills acquired in accordance with the provisions of the PSA or any other applicable legislation.

11.1.1. Any employee, whose security license is cancelled in accordance with the provisions of the PSA or any other applicable legislation, will be deemed to have breached the employment agreement and their employment will be terminated by the Company in accordance with the provisions of clause 9.1.4 of this Agreement.

11.2. All employees at RBA are required to hold a Category H Firearms Licence.

11.3. Any employee whose Firearms license is suspended, cancelled or revoked may be redeployed into alternate duties at RBA or at an alternate MSS Security site as prescribed by clause 7.5 provided that;

11.3.1. such offers of redeployment shall at all times be subject to the operational requirements of the Company and;

11.3.2. if all reasonable efforts made for redeployment are unsuccessful, whether due to operational reasons or offers being declined by the employee, then the employee, by force of loss of the required licence, will be deemed to have breached the employment agreement and their employment will be terminated by the Company in accordance with clause 9.1.4 of this Agreement.

#### 12. REDUNDANCY

##### 12.1. Definitions

12.1.1. “**Business**” includes trade, process, business or occupation and includes part of any such business.

12.1.2. “**Redundancy**” an Employee is entitled to redundancy pay if their employment is terminated by the Company because the Company no longer requires their job to be completed by anyone except where this is due to the ordinary and customary turnover of labour (the ‘OCTL Exception’) or because of insolvency or bankruptcy of the Company. Termination or job loss due to the loss of a contract or to variation of a contract resulting in a staffing reduction is usually part of the ordinary and customary turnover of labour within the Company and it is the Company’s long standing practice to rely on the OCTL Exception in these circumstances. Where the Company is able to rely on the OCTL Exception, no redundancy pay will apply.

12.1.3. “**Week’s pay**” means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:

- 12.1.3.1. overtime;
- 12.1.3.2. penalty rates;
- 12.1.3.3. shift allowances;
- 12.1.3.4. special rates;
- 12.1.3.5. fares and travelling time allowances;
- 12.1.3.6. bonuses; and
- 12.1.3.7. any other ancillary payments of a like nature.

12.1.4. **“Transmission”** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

**12.2. Transfer to lower paid duties**

12.2.1. 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.

**12.3. Severance Pay**

12.3.1. 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:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks’ pay*
2 years and less than 3 years	6 weeks’ pay
3 years and less than 4 years	7 weeks’ pay
4 years and less than 5 years	8 weeks’ pay
5 years and less than 6 years	10 weeks’ pay
6 years and less than 7 years	11 weeks’ pay
7 years and less than 8 years	13 weeks’ pay
8 years and less than 9 years	14 weeks’ pay
9 years and less than 10 years	16 weeks’ pay
10 years and over	12 weeks’ pay
* <b>Week’s pay</b> is defined in 12.1.3	
NOTE: This table was set down by the Australian Industrial Relations Commission in its <i>Termination Change and Redundancy Decision 2004</i> [PR032004]. The amount of 12 weeks’ severance pay for 10 or more years of service was fixed having regard to the fact that under standard long service leave provisions at the time of the decision, employees with more than 10 year service would usually be entitled to pro rata payment of long service leave.	

**12.4. Employee leaving during notice period**

12.4.1. An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 9. 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.

#### **12.5. Alternative employment**

- 125.1. An employee is not entitled to severance pay if the Company obtains an offer of acceptable alternative employment for the employee. "Acceptable alternative employment" means:
- 125.2. employment with another Company, on terms and conditions which 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 the redundancy (taking into account the location of the new employment and the employee's resultant travel time);
- 125.3. employment with the Company, on terms and conditions which 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 the redundancy (taking into account the location of the new employment and the employee's resultant travel time), provided that;
- 125.4. the terms and conditions include recognition of continuous service for the employee's entire period of service with the Company.
- 125.5. An employee is not entitled to severance pay if the Company obtains an offer of acceptable alternative employment for the employee, but the employee rejects the offer.

#### **12.6. Job search entitlement**

- 126.1. During the period of notice of termination given by the Company in accordance with clause 9.1.1, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 126.2. If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of 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.
- 126.3. The job search entitlements under this subclause apply in lieu of the provisions of clause 9.3.

#### **12.7. Employees exempted**

- 127.1. This clause does not apply to:
- 12.7.1.1. employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
  - 12.7.1.2. probationary employees;
  - 12.7.1.3. apprentices;
  - 12.7.1.4. trainees;
  - 12.7.1.5. employees engaged for a specific period of time or for a specified task or tasks; or
  - 12.7.1.6. casual employees.

#### **12.8. Transmission of business**

- 128.1. The provisions of this clause are not applicable where a business is before or after the date of this agreement, transmitted from an employer (in this subclause called the transmittor) to another employer (in this subclause called the transmittee), in any of the following circumstances:
- 12.8.1.1. 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
  - 12.8.1.2. Where the employee rejects an offer of employment with the transmittee;
  - 12.8.1.3. in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the

employee at the time of ceasing employment with the transmitter; and

- 12.8.1.4. which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

## **PART 3 – THE WORK ENVIRONMENT FOR AN MSS SECURITY OFFICER**

### **13. THE RELATIONSHIP BETWEEN MSS SECURITY AND THE UNION**

- 13.1. The Company recognises the important role employee representative delegates play at work in ensuring clear lines of communication and therefore support employee representatives in fulfilling their duties.
- 13.2. Employees appointed or elected as employee representative delegates shall, upon application in writing to the Company, be granted leave with pay (which leave shall be noncumulative) to attend courses or meetings relating to their employee representative role. This leave will be granted subject to the following:
  - 132.1. The Company shall be notified in writing no less than four (4) weeks in advance of the proposed date of such leave;
  - 132.2. the taking of leave shall be subject at all times to the Company's approval and shall not unduly interfere with the operational and contractual requirements of the Company;
  - 132.3. the employee has not attended a similar course in the previous twelve (12) months and has a genuine need to attend;
  - 132.4. The Company may require satisfactory evidence of attendance at the course. Such satisfactory evidence may include written confirmation of attendance by the Union or Training Provider, including a certificate of completion of such course;
  - 132.5. The participation of delegates in conventions or other union meetings shall not include delegates on paid leave being involved in or conducting any public demonstrations or rallies on any matter. Any delegate so involving themselves shall forfeit their right under the provisions of this clause to paid leave;
  - 132.6. the total number of Union leave days the Company shall make available collectively to delegates shall not exceed two (2) per year.
  - 132.7. Payment for such leave will be calculated according to the provisions of clause 26.
- 13.3. In addition to the paid training leave provided for above, during Enterprise Agreement renegotiations the Company will grant additional rights to accredited Union delegates to participate in the re-negotiation of the RBA Enterprise Agreement, provided that:
  - 133.1. where a 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 his place of work to complete his rostered shift after the meeting;
  - 133.2. where a delegate attends in his or her own time they will be paid at the RBA Security Officer rate for attendance at the meeting, such payment will not exceed four (4) hours on each occasion on which a formal re- negotiation meeting is held between the United Workers Union and the Company; and
  - 133.3. the maximum number of delegates to be paid for each meeting will not exceed two (2).

### **14. SETTLEMENT OF DISPUTES**

- 14.1. If a dispute relates to:
  - 14.1.1. a matter arising under the agreement; or
  - 14.1.2. the National Employment Standards;

this term sets out procedures to settle the dispute.

- 14.2. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
  - 14.3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
  - 14.4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
  - 14.5. The Fair Work Commission may deal with the dispute in 2 stages:
    - 14.5.1. the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
    - 14.5.2. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
      - 14.5.2.1. arbitrate the dispute; and
      - 14.5.2.2. make a determination that is binding on the parties.
- Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.*
- A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*
- 14.6. While the parties are trying to resolve the dispute using the procedures in this term:
    - 14.6.1. an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
    - 14.6.2. an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
      - 14.6.2.1. the work is not safe; or
      - 14.6.2.2. applicable occupational health and safety legislation would not permit the work to be performed; or
      - 14.6.2.3. the work is not appropriate for the employee to perform; or
      - 14.6.2.4. there are other reasonable grounds for the employee to refuse to comply with the direction.
  - 14.7. The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

## **15. UNIFORMS**

- 15.1. The Company shall issue each employee on commencement with a uniform allocation as follows:
  - 15.1.1. Casual Employee: 1x pant, 2x Shirts, 1x Tie, 1x Pullover and 1x Jacket
  - 15.1.2. Permanent Employee: 2x pant, 4x Shirts, 1x Tie, 1x Pullover and 1x Jacket
- 15.2. Issued uniform items will at all times remain the property of the Company
- 15.3. 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.
- 15.4. The Company shall give consideration to gender requirements in its staff uniform range.
- 15.5. Where practicable, the Company shall arrange for the delivery of uniforms to the RBA 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.

- 15.6. Articles of the uniform will be replaced by the Company having regard to fair wear and tear on a one for one basis.
- 15.7. Failure to return uniforms in a clean state on termination may result in a deduction of the reasonable cost of laundering the uniform to a maximum of \$50.00 from any termination payments due to the employee.
- 15.8. Failure of an employee to return an item of supplied uniform may result in the cost of that item of uniform being deducted from their termination pay. However, the maximum that any employee shall be liable for will be \$500.00.
- 15.9. In the event that loss, or damage caused by negligence or abuse by the employee, occurs to such clothing, the clothing will be replaced by the employer, the cost of which may be recovered from the employee as direct re-imbusement or staggered over no more than four (4) pay periods. The maximum amount that any employee shall be liable for will be \$300.00 on any single occasion.

## **16. MEAL BREAKS**

- 16.1. An employee will be granted a meal break of not less than thirty (30) minutes where a shift exceeds five (5) hours in duration.
- 16.2. 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 client premises.
- 16.3. If an employee is interrupted during a meal break their break will resume immediately after such an interruption.

## **17. AGREEMENT FLEXIBILITY**

- 17.1. An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - 17.1.1. the agreement deals with one (1) or more of the following matters:
    - 17.1.1.1. arrangements about when work is performed;
    - 17.1.1.2. overtime rates;
    - 17.1.1.3. penalty rates;
    - 17.1.1.4. allowances;
    - 17.1.1.5. leave loading; and
  - 17.1.2. the arrangement meets the genuine needs of the employer and employee in relation to one (1) or more of the matters mentioned in clause 17.1.1; and
  - 17.1.3. the arrangement is genuinely agreed to by the employer and employee.
- 17.2. The employer must ensure that the terms of the individual flexibility arrangement:
  - 17.2.1. are about permitted matters under section 172 of the *Act*; and
  - 17.2.2. are not unlawful terms under section 194 of the *Act*; and
  - 17.2.3. result in the employee being better off overall than the employee would be if no arrangement was made.
- 17.3. The employer must ensure that the individual flexibility arrangement:
  - 17.3.1. is in writing; and
  - 17.3.2. includes the name of the employer and employee; and
  - 17.3.3. is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

17.3.4. includes details of:

17.3.4.1. the terms of the enterprise agreement that will be varied by the arrangement; and

17.3.4.2. how the arrangement will vary the effect of the terms; and

17.3.4.3. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

17.3.5. states the day on which the arrangement commences.

17.4. The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

17.5. The employer or employee may terminate the individual flexibility arrangement:

17.5.1. by giving no more than 28 days written notice to the other party to the arrangement; or

17.5.2. if the employer and employee agree in writing — at any time.

## **PART 4 - PAY AND CLASSIFICATION STRUCTURE FOR AN MSS SECURITY OFFICER**

### **18. CLASSIFICATION STRUCTURE**

#### **18.1. RBA Security Officer**

18.1.1. An RBA Security Officer is an employee who has completed at least a Certificate II in Security Operations and is able to exercise the skills and possess knowledge of the RBA site so as to enable the employee to perform work to a satisfactory standard at RBA.

18.1.2. An RBA Security Officer:

18.1.2.1. may perform work independently under limited supervision either individually or in a team environment;

18.1.2.2. is responsible for assuring the quality of his /her own work;

18.1.2.3. assists in the provision of on-the-job training;

18.1.2.4. exercises discretion within the scope of the position;

18.1.2.5. exercises the appropriate level of computer skills required for the position; and

18.1.2.6. exercises high level interpersonal and communications skills;

18.1.2.7. holds and maintains all necessary licences and qualifications required for the RBA site.

18.1.3. Indicative of the tasks which an RBA Security Officer may perform are the following:

18.1.3.1. watch, guard or protect persons and / or premises and / or property at sites / locations;

18.1.3.2. 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 the RBA 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;

18.1.3.3. respond to basic fire / security alarms at their designated post;

18.1.3.4. provide safety induction to employees, contractors or visitors to the site.

18.1.3.5. monitor and act upon walk through electromagnetic detectors; and/or monitor, interpret and act upon screen images using x-ray imaging equipment;

18.1.3.6. monitoring, recording, inputting information or reacting to signals and instruments related to electronic surveillance of any kind within the RBA central station;

18.1.3.7. 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;

18.1.3.8. the coordinating, monitoring or recording of the activities of Security Officers utilising a verbal or computer based communications system within the RBA central station.

## **18.2. RBA Senior Security Officer**

1821. An RBA Senior Security Officer is an employee who is appointed as such by the Company and has completed at least a Certificate II in Security Operations and is able to exercise the skills and possess excellent knowledge of and experience at the RBA site so as to enable the employee to perform work to a satisfactory standard at RBA.

1822. An RBA Senior Security Officer:

18.2.2.1. may co-ordinate the work of Security Officers working in a team environment within a central station

18.2.2.2. is responsible for assuring the quality of his /her own work;

18.2.2.3. assists in the provision of on-the-job training;

18.2.2.4. exercises discretion within the scope of the position;

18.2.2.5. exercises the appropriate level of computer skills required for the position; and

18.2.2.6. exercises high level interpersonal and communications skills;

18.2.2.7. holds and maintains all necessary licences and qualifications required for the RBA site.

1823. Indicative of the tasks which an RBA Senior Security Officer may perform are the following:

18.2.3.1. monitoring, recording, inputting information or reacting to signals and instruments related to electronic surveillance of any kind within the RBA central station;

18.2.3.2. 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;

18.2.3.3. the coordinating, monitoring or recording of the activities of Security Officers utilising a verbal or computer based communications system within the RBA central station;

18.2.3.4. may be required to perform the duties of an RBA Security Officer.

## **18.3. Incidental duties**

1831. An RBA Security Officer or Senior Security Officer is to perform duties incidental to the tasks of an RBA Security Officer or Senior Security Officer within that employee's level of skill, competence and training.

## **19. WAGES & RELATED MATTERS**

19.1. During the life of this Agreement, wages rates shall be increased as follows:

19.1.1. The wage rates and allowances contained in this Agreement shall commence operation in accordance with clause 4.1 and as prescribed in the tables at Schedules A and B.

19.1.2. From the first full pay period on or after 1 July 2021, the wage rates and allowances as contained in the tables at Schedules A and C shall apply, being an increase of 2.25%.

19.1.3. From the first full pay period on or after 1 July 2022, the wage rates and allowances as contained in the tables at Schedules A and D shall apply, being an increase of 3%

19.1.4. From the first full pay period on or after 1 July 2023, the wage rates and allowances as contained in the tables at Schedules A and E shall apply, being an increase of 3%

## **20. ALLOWANCES**

### **20.1. Schedule of Allowances**

20.1.1. All Allowances amounts are detailed in Schedule A

## **20.2. Firearm Allowance**

20.2.1. Where an employee is required by the Company to hold a Firearm Licence and to carry a firearm in the course of his/her duties, he/she shall be paid a Firearm Allowance.

20.2.2. This allowance shall be paid for periods of paid leave or public holidays not worked, but shall not be added to the base rates of pay for the purpose of calculating loadings and/or penalty rates under this Agreement.

## **20.3. First Aid Allowance**

20.3.1. A First Aid Allowance shall be paid to an employee who is required by the Company, as a condition of his/her employment, to act as a First Aid Attendant on the following basis:

20.3.1.1. if the employee is required by the Company to hold a Level 2 or 3 First Aid Certificate of the St. John Ambulance Society or equivalent; and

20.3.1.2. if the employee is required by the Company 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.

20.3.1.3. For the purposes of this clause, examples of the more specialised first aid which attracts the allowance at this level are the operation of a defibrillator, oxy-viva and other like specialist equipment.

20.3.2. This allowance shall be paid for periods of paid leave or public holidays not worked but shall not be added to the base rates of pay for the purpose of calculating loadings and/or penalty rates under this Agreement.

## **20.4. Relieving Officer Allowance**

20.4.1. Where the Company and employee are in agreement, an employee may be appointed as a Relieving officer. A Relieving officer will be paid the Relieving Officers Allowance for all purposes of the Agreement.

20.4.2. 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.

20.4.3. 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; twenty four (24) hours' notice of shift will be given where possible.

20.4.4. A Permanent Relieving officer shall be guaranteed 38 hours per week (averaged over the fortnightly pay period) and any hours worked over 38 will be paid at overtime rates, unless accepted as voluntary overtime by the employee. Such voluntary overtime shall be allocated according to the process to give all full time employees who have requested to work voluntary overtime (whether or not a relieving officer) equal opportunity.

## **20.5. Employee providing own transport**

20.5.1. An employee required by the Company to provide their own motor car will be paid a running cost allowance per kilometre provided log book records are supplied for verification accompanied by a statutory declaration.

## **20.6. Leading hands/Senior Officers**

20.6.1. Where the Company appoints a Security Officer as a Leading Hand/Senior Officer the following extra rates will apply:

20.6.1.1. Leading Hands in charge of at least one (1), and not more than fourteen (14) employees will entitle payment of the Leading Hand Level 1 Allowance;

20.6.1.2. more than fourteen (14) employees will entitle payment of the Leading Hand Level 2 Allowance;

20.6.1.3. Employees who may temporarily act as Leading Hands/Senior Officers shall be paid

an allowance of one fifth of the weekly allowance per shift up to a maximum of the weekly allowance per week for performing such higher duties.

#### **20.7. PCR allowance**

20.7.1. Employees assigned permanently to the control room position will receive the PCR allowance. This allowance does not apply during periods when ordinary hours are not worked or upon termination of employment.

#### **20.8. Torch allowance**

20.8.1. Where the Company requires an employee to provide a torch, the employee will be paid a battery allowance.

#### **20.9. Excess fares allowance**

20.9.1. An employee attending in accordance with a requirement to work shift in two (2) periods of duty, exclusive of meal breaks, on any day (Broken Shift), will be paid an additional allowance.

#### **20.10. Meal allowance**

20.10.1. 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 (4) hours overtime provided that the employee was not notified on the previous day that he/she would be required to work.

20.10.2. This clause will not apply where the Company provides a meal.

#### **20.11. Laundry and dry-cleaning allowance**

20.11.1. Employees shall be paid a laundry and dry-cleaning allowance per shift worked.

### **21. SHIFT WORK ALLOWANCES**

21.1. For the purpose of this clause:

21.1.1. "Afternoon shift" means any shift finishing after 6.30 p.m.

21.1.2. "Night shift" means any shift finishing after midnight and at or before 8.00 a.m.

21.1.3. "Early morning shift" means any shift commencing before 6.30 a.m.

21.1.4. "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 rd of working time off night shift in each shift cycle.

21.2. An employee will be paid in addition to the base rates prescribed in the appropriate Schedule in this Agreement as follows:

21.2.1. From midnight Sunday to midnight Friday inclusive but excluding work performed on a public holiday as prescribed in clause 25:

21.2.1.1. for any Afternoon shift, Night shift or Early morning shift as defined above, 20% of the appropriate base rate for each ordinary hour worked;

21.2.1.1.1. The Night shift allowance will increase to 21.7% from the first full pay period on or after 1 July 2022.

21.2.1.2. An employee other than a casual working a Permanent night shift as defined above, 30% of the appropriate base rate for each ordinary hour worked.

### **22. PAYMENT OF WAGES**

22.1. Payment of wages will be made by Electronic Funds Transfer. These payments will be made fortnightly and not later than Thursday in the pay week.

22.1.1. 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

22.2. Wages will be paid on the following basis:

2221. standard pay for hours worked;

2222. average pay when the Company elects to do so.

### **22.3. Pay averaging system**

2231. Absences from duty under an averaging system

22.3.1.1. Where an employee's ordinary hours in a week are greater or less than 38 hours and the employee's pay is averaged to avoid fluctuating wage payments, the following will apply:

22.3.1.1.1. The employee will accrue a credit for each day the employee works ordinary hours in excess of the daily average.

22.3.1.1.2. The employee will accrue a credit for each day of absence from duty other than on annual leave, long service leave, public holidays, paid sick leave, workers compensation, paid bereavement leave, paid carers' leave, Jury service leave or other paid leave.

22.3.1.2. An employee absent for part of a day, other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, paid bereavement leave, paid carers' leave, jury service leave, or other paid leave, will accrue a proportion of the credit for the day, based upon the proportion of the working day that the employee was in attendance.

### **22.4. Underpayment of Wages**

2241. If an employee's wage is underpaid by the employer, the employer will acknowledge the notification by the employee of the error within three (3) business days of written notification being received from the employee.

2242. The employer, following investigation, will finalise the underpayment by paying the shortfall by electronic funds transfer into the employee's nominated bank account within seven (7) business days of the employee notifying the operations centre in writing of the underpayment and the underpayment having been verified by management.

2243. Where the underpayment equates to an amount less than \$50 gross, the employer reserves the right to delay payment until the subsequent pay period.

2244. The employer reserves its right to extend the time of investigation and compensation of a potential underpayment beyond 7 business days when dealing with more complex underpayments that span more than a single pay period. The employer will, however, within three (3) business days, provide the employee with an acknowledgement of the query and an estimation of the time-frame for making the calculations.

2245. In the event the employer fails to meet the response and/ or finalisation timeframes outlined at 22.4.2 and 22.4.3, the employee shall be entitled to be paid at the rate of double time for all hours worked after seven (7) business days or other agreed date of finalisation, until such time as the underpayment has been finalised.

## **23. OVERTIME**

### **23.1. Voluntary Overtime**

23.1.1. Voluntary overtime shall be paid at the rates of pay specified in the tables in the appropriate Schedule in this Agreement ("VOT rates") and any shift, weekend or public holiday penalty that may be applicable.

23.1.2. "Voluntary overtime" means work performed on a voluntary basis outside the ordinary hours of work. Voluntary means exactly that, and an employee has the right to refuse an offer to work voluntary overtime in any circumstances.

23.1.3. If a security officer is compelled to work extra hours, all such hours shall be paid at the

“ordinary overtime rates” specified in clause 23.2.

23.14. The Company will determine the allocation of overtime 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 shall give preference to permanent employees who have requested to work voluntary overtime.

23.15. Without limiting the operation of clause 23.1.1, the RBA site may, with Company approval, manage the allocation of VOT hours on that site.

23.16. The Company will limit the amount of overtime paid at VOT rates to an average of twelve (12) hours per week, averaged over two (2) pay periods.

### **23.2. Ordinary overtime**

23.2.1. Ordinary overtime means any overtime that is not voluntary overtime.

23.2.2. Ordinary overtime shall be paid at the following rates:

23.2.2.1. Monday to Friday, at the rate of time and a half of the “Monday to Friday Rate” referred to in the appropriate Schedule in this Agreement for the first two hours and double time thereafter.

23.2.2.2. Saturday, at the rate of double the “Monday to Friday Rate” referred to in the appropriate Schedule in this Agreement for the first two hours worked, and double time and a half thereafter.

23.2.2.3. Sunday, at the rate of double time and a half of the “Monday to Friday Rate” referred to in the appropriate Schedule in this Agreement for the first two hours worked and triple time thereafter.

23.2.3. With reference to overtime paid on public holidays, refer to clause 25.4

### **23.3. Minimum breaks between shifts**

23.3.1. Where overtime or additional periods of duty are required to be worked they will be so arranged to enable day workers to have a break of at least ten (10) hours between the finishing time of one period of duty and the commencing time of the next period of duty. Shift workers will be entitled to have a break of at least eight (8) hours between the finishing time of one period of duty and the commencing time of the next period of duty.

## **24. WEEKEND WORK**

24.1. For the purposes of this clause, time will mean the base hourly rate as provided for in the Schedules of this Agreement.

24.2. For any ordinary hours worked on a weekend the following rates will apply:

24.2.1. Between midnight Friday and midnight Saturday:

24.2.1.1. Time and a half.

24.2.2. Between midnight Saturday and midnight Sunday:

24.2.2.1. Double time.

## **PART 5 - LEAVE AND PUBLIC HOLIDAYS THAT APPLY TO AN MSS SECURITY OFFICER**

### **25. PUBLIC HOLIDAYS**

25.1. Employees (other than casual employees) will be entitled to the following holidays without deduction of pay:

25.1.1. New Year's Day,

25.1.2. Good Friday,

- 25.1.3. Easter Saturday,
- 25.1.4. Easter Monday,
- 25.1.5. Christmas Day
- 25.1.6. Boxing Day; and
- 25.1.7. Australia Day,
- 25.1.8. Anzac Day,
- 25.1.9. Queen's Birthday
- 25.1.10. Eight Hours' Day or Labour Day;
- 25.1.11. Melbourne Cup Day or another day to be specified in non-metropolitan areas.

25.2. Where in a locality, public holidays are declared or prescribed on days other than those set out in 26.1, those days will constitute additional holidays for the purpose of this agreement, except where those days that are declared or prescribed as a substitute for one of the existing public holidays listed in clause 25.1.

### **25.3. Facilitative provisions**

25.3.1. The Company and their employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees will constitute agreement

25.3.2. Where a Union member is affected, the Union, at the member's request, must be given a reasonable opportunity to participate in negotiations.

25.3.3. An agreement under clause 25.3.1 will be recorded in writing and be available to every affected employee.

### **25.4. Payment for work on a public holiday**

25.4.1. In lieu of the special rates in clause 23 - Overtime and clause 24 - Weekend Work:

25.4.1.1. double time and a half will be the special rate for all work performed by a permanent employee on any of the above mentioned public holidays.

25.4.1.2. double time for the first ten hours and triple time thereafter for all work performed by a casual employee on any of the above mentioned public holidays.

25.4.2. An employee (other than a casual) will be entitled to be paid only for the number of hours that would have ordinarily been worked on any such day had it not been one of the prescribed holidays.

25.4.3. Any employee absent from work on any portion of the working day preceding or any portion of the working day succeeding a holiday provided without permission from the Company or without having reasonable cause for having been absent from work, will not be entitled to payment for such holiday.

25.4.4. A seven day shift worker as defined whose rostered day off falls on a holiday provided for in clause 25.1, and who is not required to work, will receive:

25.4.4.1. an alternative day off; or

25.4.4.2. an addition of one day to annual leave; or

25.4.4.3. an additional day's wages for the number of ordinarily rostered hours at the ordinary time rate in addition to the weekly wage. Where the number of ordinarily rostered daily hours change on a weekly basis, the additional days wages shall be determined by reference to the ordinarily rostered daily hours within the week in which the Public Holiday/s fall.

25.4.5. In reference to this sub-clause, the rostered day off does not mean a rostered day off due to the implementation of shorter hours.



## **26. ANNUAL LEAVE**

### **26.1. Definitions**

26.1.1. For the purposes of this clause, “ordinary pay” in relation to an 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 –

- 26.1.1.1. over-agreement payments for ordinary hours of work;
- 26.1.1.2. shift work premiums, according to roster or projected roster;
- 26.1.1.3. Saturday and Sunday premiums, according to roster or projected roster;
- 26.1.1.4. Leading Hand allowances;
- 26.1.1.5. First Aid allowances;
- 26.1.1.6. Relievers allowance; and
- 26.1.1.7. Firearms allowances.

26.1.2. For the purposes of this clause “week” in relation to an employee means the employee’s ordinary working week from Monday to Sunday;

26.1.3. For the purposes of this clause “employee” means any person employed by the Company on a permanent basis to do any work for hire or reward.

26.1.4. For the purposes of the definition of the term “ordinary pay” in clause 26.1.1 of this clause:

- 26.1.4.1. 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;
- 26.1.4.2. 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;

26.1.5. “Continuous service” is defined in clause 5.2.

### **26.2. Period of annual leave**

26.2.1. For each year of service with the Company, an employee is entitled to:

- 26.2.1.1. Four (4) weeks (152 hours) of paid annual leave; or
- 26.2.1.2. for seven day shift work employees, five (5) weeks (190 hours) of paid annual leave.

26.2.2. An employee’s entitlement to paid annual leave (including leave referred to in clause 26.2.1) accrues progressively during a year of service according to the employee’s ordinary hours of work.

26.2.3. In addition to the leave entitlements in clause 26.2.1, following twelve (12) months continuous service at RBA an employee is entitled to an additional week (38 hours) of annual leave subject to the following:

- 26.2.3.1. Service related additional annual leave will accrue from the date of being permanently assigned to RBA (excluding any time spent on site training as a supernumerary employee).
- 26.2.3.2. Service related additional annual leave does not accrue progressively and is credited in total at the completion of the twelve (12) month service period.
- 26.2.3.3. If an employee’s employment ends during what would otherwise have been a year of service, the employee accrues paid annual leave up to the time when the employment ends, excluding any leave not yet credited under clause 26.2.3.

### **26.3. Payment for annual leave**

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

26.3.2 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.

#### **26.4. Loading on annual leave**

26.4.1. Subject to clause 26.4, during a period of annual leave employees will receive a loading of 17.5% calculated on the base rate applicable to them as prescribed by the appropriate Schedule in this Agreement.

26.4.2 Where the employee would have received shift loadings prescribed by clause 21 and/or clause 24 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 and weekend loadings will be added to the rate applicable to them as prescribed by the appropriate Schedule in this Agreement in lieu of the 17.5% loading.

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

#### **26.5. Taking Paid Annual Leave**

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

26.5.2 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.

26.5.3. 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:

26.5.3.1. the employee is directed to do so by the Company; and

26.5.3.2. 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

26.5.3.3. the amount of annual leave that the employee is directed to take results in the employee having no less than four (4) weeks of accrued leave remaining.

#### **26.6. Public holidays falling within annual leave**

26.6.1. If the period during which an employee takes paid annual 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 annual leave on that public holiday.

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

#### **26.7. Leave allowed before due date**

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

26.7.2 Where annual leave is taken in advance of the entitlement accruing, leave subsequently accrued will be offset against the period of annual leave allowed in advance.

26.7.3. Where the annual leave has been taken in advance in accordance with this sub- clause and the employment of the employee is terminated before the advance has been acquitted the Company will not be liable to make any payment to the employee under 26.3.2 of this clause but will be entitled to deduct the amount of such excess from any remuneration payable to the employee upon the termination of the employment.

#### **26.8. Annual leave cash out**

26.8.1. Notwithstanding clause 26.5.1, an employee may elect, subject to the approval of the Company, to forgo part of his or her annual leave and cash it out.

26.8.2. A condition of cashing out leave is that an employee may not forgo annual leave if it would result in the employees remaining accrued entitlement to paid annual leave being less than four (4) weeks.

26.8.3. A request to cash out annual leave must be made in writing.

26.8.4. Payment for the hours foregone will be made at the appropriate Monday to Friday ordinary hours rate specified in the appropriate Schedule in this Agreement plus 17.5% loading.

## **27. PARENTAL LEAVE**

27.1. Employees under this agreement shall be entitled to Parental Leave and related entitlements in accordance with the National Employment Standards.

## **28. PERSONAL/CARER'S LEAVE**

### **28.1. Amount of paid personal/carer's leave**

28.1.1. 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.

28.1.2. 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.

### **28.2. Taking paid personal / carer's leave.**

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

28.2.1.1. because the employee is unfit for work because of a personal illness, or personal injury, affecting the employee; or

28.2.1.2. 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:

28.2.1.2.1. a personal illness, or personal injury, affecting the member; or

28.2.1.2.2. an unexpected emergency affecting the member.

### **28.3. Employee taken not to be on paid personal/carer's leave on public holiday**

28.3.1. 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.

### **28.4. Payment for paid personal/carer's leave**

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

### **28.5. Entitlement to unpaid carer's leave**

28.5.1. 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:

28.5.1.1. a personal illness, or personal injury, affecting the member; or

28.5.1.2. an unexpected emergency affecting the member.

### **28.6. Taking unpaid carer's leave**

28.6.1. Subject to subsection 28.6.3, an employee may take unpaid carer's leave if the leave is taken to provide care or support as mentioned in clause 28.6.

28.6.2. An employee may take unpaid carer's leave for a particular as:

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

28.6.2.2. any separate periods to which the employee and his or her employer agree.

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

#### **28.7. Notice requirements**

28.7.1. An employee must give his or her employer notice of the taking of leave.

28.7.2. The notice:

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

28.7.2.2. must advise the Company of the period, or expected period, of the leave.

#### **28.8. Evidence requirements - when is a medical certificate or a statutory declaration required?**

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

28.8.2. 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).

28.8.3. A statutory declaration is required to be produced for the fourth and fifth single day absences due to personal/carer's leave during each financial year.

28.8.4. A medical certificate is required to be produced in respect of the sixth and any subsequent absences due to personal/carer's leave during each financial year.

28.8.5. If the absences arises from the need to take leave to care for members of the employee's immediate family or household who require care due to an unexpected emergency, the employee must, if required by 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.

28.8.6. The Company can always require the employee to complete a personal/carer's leave application form, in relation to any personal leave absence.

28.8.7. 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.

#### **28.9. Meaning of immediate family or household**

28.9.1. The entitlement to use bereavement leave/compassionate leave and carer's leave in accordance with this clause is subject to:

28.9.2. the person being either:

28.9.2.1. a member of the employee's immediate family; or

28.9.2.2. a member of the employee's household.

28.9.3. the term immediate family includes;

28.9.3.1. 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 an employee means a person who lives with the employee as the husband or wife of the employee on a bona fide domestic basis (whether the employee and the person are of the same sex or different sexes) although not legally married to the employee; and

28.9.3.2. 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 or de facto spouse of the employee.

#### **28.10. Notification of sick leave and other entitlements**

28.10.1. 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.

## **29. COMPASSIONATE LEAVE**

29.1. An employee is entitled to two (2) days (15.2 hours) 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 his or her employer 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 base 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. COMMUNITY SERVICE AND JURY LEAVE**

### **30.1. Community Service**

30.1.1. Each of the following is an eligible community service activity:

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

30.1.1.2. an activity prescribed by the National Employment Standards.

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

30.1.2.1. the period consists of one or more of the following:

30.1.2.1.1. time when the employee engages in the activity;

30.1.2.1.2. reasonable travelling time associated with the activity;

- 30.1.2.1.3. reasonable rest time immediately following the activity;
- and;
- 30.1.2.2. the employee's absence is reasonable in all the circumstances.
- 30.1.3. An employee who wants an absence from his or her employment to be covered by this clause 31.1 must provide the Company with notice of the employee's membership of the voluntary emergency agency or their participation in an activity that is of a community service nature
- 30.1.4. An employee who wants an absence from his or her employment to be covered by this clause 31.1 must provide the Company with notice of the absence. The notice:
  - 30.1.4.1. must be given to the employer as soon as reasonably practicable (which may be a time after the absence has started); and
  - 30.1.4.2. must advise the employer of the period, or expected period, of the absence.
- 30.1.5. An employee who has given the Company notice of an absence under clause 30.1.3 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.
- 30.1.6. An employee's absence from his or her employment is not covered by clause 30.1 unless the employee complies with the provisions of sub-clauses 30.1.3, 30.1.4 and 30.1.5.

## **30.2. Jury Service**

- 3021. The provisions of this clause apply to permanent employees but do not apply to casual employees.
- 3022. 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:
  - 30.2.2.1. 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.
  - 30.2.2.2. 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.
  - 30.2.2.3. 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.
- 3023. 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:
  - 30.2.3.1. 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
  - 30.2.3.2. in the case of a night shift employee, at the employee's normal starting time.
  - 30.2.3.3. 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.
- 3024. The employee shall give the Company proof of attendance, the duration of such attendance

and the amount received in respect of such jury service.

## **PART 6 - OTHER ENTITLEMENTS THAT APPLY TO AN MSS SECURITY OFFICER**

### **31. SUPERANNUATION**

- 31.1. The Company shall make superannuation contributions on behalf of Employees at the rate as required by law, as amended from time to time, on the Employee's ordinary time earnings.
- 31.2. Superannuation contributions will be made to the superannuation fund of the Employee's choosing.
- 31.3. Employees' are eligible to join the default fund nominated from time to time by the Company.
  - 31.3.1. The default plan for the Company is the Russell Superannuation Plan or such other complying and regulated superannuation fund as succeeds that plan.
  - 31.3.2. the Company will provide a default complying superannuation fund which offers a MySuper product.
- 31.4. 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.
- 31.5. The Company must approve the application for salary sacrifice before the employee's ordinary wage is adjusted for salary sacrifice contributions.
- 31.6. 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.
- 31.7. Unless otherwise agreed by the Company, an employee may revoke or vary their Salary Sacrifice Agreement once in each twelve months in accordance with Company policy.
- 31.8. Not less than one month's written notice shall be given by an employee of their revocation or variation of a Salary Sacrifice Agreement.
- 31.9. The continuation of an employee's Salary Sacrifice Agreement is subject to the Company's discretion and such agreements cease to apply on the Company giving one month's notice.

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

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

#### **32.2. Entitlement to accident make-up pay**

- 32.2.1. Where an employee becomes entitled to weekly compensation payments under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) (the "WIRC Act"), the Company will pay to the employee an amount equivalent to the difference between;
  - 32.2.2 the level of weekly compensation and any weekly wages earned or able to be earned if partially incapacitated and
  - 32.2.3 the amount that would have been payable under this Agreement for the classification of work if the employee had been performing their normal duties, provided that the rate will exclude additional remuneration by way of attendance bonus payments, shift premiums, overtime payments, special rates, fares and travelling allowance or other similar payments.

#### **32.3. Accident make-up pay will not apply;**

- 32.3.1. for any injury during the first five (5) working days of incapacity.
  - 32.3.1.1. to any incapacity occurring during the first two (2) weeks of employment unless such incapacity continues beyond the first two (2) weeks.
- 32.3.2. Entitlement to accident make-up pay continues (subject to clause 32.5) on termination of an employee's employment where such termination;

32.3.2.1. is by the Company other than for reasons of the employee's serious and/or wilful misconduct; or

32.3.2.2. 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 the FWC.

32.3.3. Industrial disease contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration will not be subject to the accident make-up pay unless the employee has been employed with the Company at the time of the incapacity for a minimum period of one month.

#### **32.4. Maximum period of payment**

32.4.1. 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.

#### **32.5. Variation in compensation rates**

32.5.1. Any changes in compensation rates under the WIRC Act will not increase the amount of accident make-up pay above the amount that would have been payable had the rates of compensation remained unchanged

#### **32.6. Medical examination**

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

32.6.2. Where, in accordance with the WIRC Act a medical referee gives a certificate as to the condition of the employee and fitness for work or specifies work for which the employee is fit and such work is made available by the Company 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.

32.6.3. The Company and employees will positively support measures which may be implemented occasionally in the industry covered by this agreement for the adoption and maintenance of safe working practices and conditions; and that they will co-operate in programs designed to provide for the early and effective rehabilitation of injured employees.

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



## SCHEDULE A – ALLOWANCES

Clause	Allowance Type	Incidence	1 <sup>ST</sup> Full Pay Period After Commencement	1 July 2021	1 July 2022	1 July 2023
20.2	<b>Firearm</b>	Per shift	\$3.46	\$3.53	\$3.64	\$3.75
		Maximum per week	\$17.31	\$17.70	\$18.23	\$18.78
20.3	<b>First Aid</b>	Per shift	\$6.84	\$6.99	\$7.20	\$7.42
		Maximum per week	\$33.80	\$34.56	\$35.60	\$36.67
20.4	<b>Relieving Officer</b>	Per Week	\$42.18	\$43.13	\$44.42	\$45.75
20.5	<b>Provision of Own Transport</b>	Per kilometre	\$1.07	\$1.10	\$1.13	\$1.16
20.6	<b>Leading Hand/Senior Officer</b> (Per Week)	In charge of 1 < 14	\$70.86	\$72.45	\$74.63	\$76.87
		In charge of > 14	\$77.70	\$79.45	\$81.83	\$84.29
20.7	<b>PCR</b>	Per Week	\$16.76	\$17.14	\$17.65	\$18.18
20.8	<b>Torch Allowance</b>	Per Shift	\$1.00	\$1.02	\$1.06	\$1.09
20.9	<b>Excess Fares</b>	Per day	\$4.52	\$4.62	\$4.76	\$4.90
		Maximum per week	\$22.81	\$23.33	\$24.03	\$24.75
20.10	<b>Meal</b>	More than 2 hours	\$16.14	\$16.50	\$16.99	\$17.50
		Subsequent 4 hours	\$13.82	\$14.14	\$14.56	\$15.00
20.11	<b>Laundry</b>	Per shift	\$0.71	\$0.72	\$0.74	\$0.77

**SCHEDULE B – PAY RATES FROM THE 1st FULL PAY PERIOD AFTER COMMENCEMENT**

	<b>Weekly</b>	<b>Monday - Friday</b>	<b>Monday - Friday Shift Penalty</b>	<b>Monday to Friday Permanent Night Penalty</b>	<b>Saturday Penalty</b>	<b>Sunday Penalty</b>	<b>Public Holiday Penalty</b>	<b>Public Holiday Penalty (&gt; 10 hrs)*</b>
<b>RBA Security Officer</b>	\$995.22	\$26.19	\$5.24	\$7.86	\$13.10	\$26.19	\$39.29	
<b>RBA Senior Security Officer</b>	\$1,033.60	\$27.20	\$5.44	\$8.16	\$13.60	\$27.20	\$40.80	
VOT		\$32.29	\$5.24		\$13.10	\$26.19	\$39.29	
Casual		\$32.29	\$5.24		\$13.10	\$26.19	\$39.29	\$52.38
* Applies to Casuals Only								

**SCHEDULE C – PAY RATES FROM THE 1st FULL PAY PERIOD AFTER 1 JULY 2021**

	<b>Weekly</b>	<b>Monday - Friday</b>	<b>Monday - Friday Shift Penalty</b>	<b>Monday to Friday Permanent Night Penalty</b>	<b>Saturday Penalty</b>	<b>Sunday Penalty</b>	<b>Public Holiday Penalty</b>	<b>Public Holiday Penalty (&gt; 10 hrs)*</b>
<b>RBA Security Officer</b>	\$1,017.64	\$26.78	\$5.36	\$8.03	\$13.39	\$26.78	\$40.17	
<b>RBA Senior Security Officer</b>	\$1,056.78	\$27.81	\$5.56	\$8.34	\$13.91	\$27.81	\$41.72	
VOT		\$33.02	\$5.36		\$13.39	\$26.78	\$40.17	
Casual		\$33.02	\$5.36		\$13.39	\$26.78	\$40.17	\$53.56
* Applies to Casuals Only								

**SCHEDULE D – PAY RATES FROM THE 1st FULL PAY PERIOD AFTER 1 JULY 2022**

	<b>Weekly</b>	<b>Monday - Friday</b>	<b>Monday - Friday Shift Penalty</b>	<b>Monday to Friday Permanent Night Penalty</b>	<b>Saturday Penalty</b>	<b>Sunday Penalty</b>	<b>Public Holiday Penalty</b>	<b>Public Holiday Penalty (&gt; 10 hrs)*</b>
<b>RBA Security Officer</b>	\$1,048.04	\$27.58	\$5.98	\$8.27	\$13.79	\$27.58	\$41.37	
<b>RBA Senior Security Officer</b>	\$1,088.32	\$28.64	\$6.21	\$8.59	\$14.32	\$28.64	\$42.96	
VOT		\$34.01	\$5.98		\$13.79	\$27.58	\$41.37	
Casual		\$34.01	\$5.98		\$13.79	\$27.58	\$41.37	\$55.16
* Applies to Casuals Only								

**SCHEDULE E – PAY RATES FROM THE 1st FULL PAY PERIOD AFTER 1 JULY 2023**

	<b>Weekly</b>	<b>Monday - Friday</b>	<b>Monday - Friday Shift Penalty</b>	<b>Monday to Friday Permanent Night Penalty</b>	<b>Saturday Penalty</b>	<b>Sunday Penalty</b>	<b>Public Holiday Penalty</b>	<b>Public Holiday Penalty (&gt; 10 hrs)*</b>
<b>RBA Security Officer</b>	\$1,079.58	\$28.41	\$6.16	\$8.52	\$14.21	\$28.41	\$42.62	
<b>RBA Senior Security Officer</b>	\$1,121.00	\$29.50	\$6.40	\$8.85	\$14.75	\$29.50	\$44.25	
VOT		\$35.03	\$6.16		\$14.21	\$28.41	\$42.62	
Casual		\$35.03	\$6.16		\$14.21	\$28.41	\$42.62	\$56.82
* Applies to Casuals Only								

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**SCHEDULE F – SIGNATORIES**

**SIGNED for and on behalf of MSS Security:**

Jamie Adams  
General Manager – Victoria / Tasmania  
3/650 Lorimer Street, Port Melbourne

Witnessed by: Natalie Colosimo

Witness Signature: 

Signature: 

3<sup>rd</sup> Day of July 2020

**SIGNED for and on behalf of the Employees:**

Name: Dean Rosciszewicz

Witnessed by: JEFF ANSON

Position: Senior Officer

Witness Signature: J. ANSON

Address: 1-9 Potter st, Craigburn

Signature: 

27 Day of June 2020

**SIGNED for and on behalf of the Union:**

Name: Lyndal Ryan

Witnessed by: Keenan

Position: Director Property Services  
United Workers Union

Witness Signature: Janelle Keenan

Address: 40 Brisbane Ave  
Barton ACT

Signature: 

30 Day of June 2020

Commissioner McKinnon  
Fair Work Commission  
Via email: [Chambers.McKinnon.C@fwc.gov.au](mailto:Chambers.McKinnon.C@fwc.gov.au)

Dear Commissioner McKinnon

**MSS Security Reserve Bank of Australia (VIC) Agreement 2020 (AG2020/1956)**

Written undertakings under section 190 of the *Fair Work Act 2009*

MSS Security Pty Ltd hereby undertakes the following in relation to the MSS Security Reserve Bank of Australia (VIC) Agreement 2020 (**Agreement**):

1) National Employment Standards

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

2) Clause 5.4 – Seven Day Shift Work Employee Definition

The definition at clause 5.4 of the Agreement is to be deleted and replaced with the following:

5.4. "Seven day shift work employee" is an employee who:

- 5.4.1 works a roster and who, over the roster cycle can be rostered to work their ordinary hours on any day of the week (Monday - Sunday); and
- 5.4.2 is regularly rostered to work on Sundays and public holidays
- 5.4.3 the employee is a shift worker for the purposes of the NES

3) Clause 26.2 – Annual Leave Entitlement

Clause 26.2 of the Agreement is to be altered to include subclause 26.2.1.2.1 to provide clarity for the purposes of the additional week of annual leave provided for in the National Employment Standards of the Fair Work Act 2009 (Cth):

26.2. For each year of service with the Company, an employee is entitled to:

- 26.2.1.1 four (4) weeks (152 hours) of paid annual leave; or
- 26.2.1.2 for seven day shift work employees, five (5) weeks (190 hours) of paid annual leave
  - 26.2.1.2.1 Clause 26.2.1.2 above applies to an employee who meets the definition as set out in clause 5.4

Signed for and on behalf of the employer



Jamie Adams  
General Manager, Victoria and Tasmania

Date: **30/7/2020**