

**MSS SECURITY  
TASMANIA SECURITY OFFICERS  
NORSKE SKOG SITE  
COLLECTIVE AGREEMENT 2008**

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## **1. TITLE**

This Agreement shall be known as the MSS Security Tasmania Security Officers Norske Skog Site Collective Agreement 2008.

## **2. PARTIES TO THE AGREEMENT**

This agreement shall be binding upon;

- 2.1. MSS Security Pty Ltd (ABN 29 100573 966) ( or “**the Company**”).
- 2.2. All MSS Security employees in Tasmania who are employed as Security Officers (“**the Employees**”) at the Norske Skog site.
- 2.3. AMWU known as the Automotive, Foods, Metals, Engineering, Printing and Kindred Industries Union (“the Union”).

## **3. AGREEMENT INTERPRETATION**

- 3.1. A reference to legislation (including sub-ordinate legislation) is to that as amended, re-enacted or replaced, and includes any subordinate legislation issued under it.
- 3.2. A singular word includes the plural and vice versa e.g. the Employees include an Employee.

## **4. DATE OF OPERATION**

This agreement comes into operation from the first full pay period after the date of lodgement with the Workplace Authority and will remain in operation until the end of the 2nd anniversary of the date on which the agreement was lodged.

## **5. NO EXTRA CLAIMS**

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

## **6. ENTIRE AGREEMENT**

- 6.1. This agreement is a comprehensive agreement and will stand alone.
- 6.2. The protected award conditions set out in the *Workplace Relations Act 1996 (Cth)* (WRA) are excluded and have no effect in relation to the employment of the Employees under this agreement.

## **7. NON-DISCRIMINATION**

The parties agree that:

- 7.1. we will respect and value the diversity of the workplace by helping to prevent and eliminate discrimination at our workplace on the basis of race, color, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and
- 7.2. Any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure;
- 7.3. Nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth or State Law;
- 7.4. Nothing in this clause prevents us from terminating an Employee's employment based upon the inherent requirements of that Employee's particular position.
- 7.5. Should an Employee believe they are being discriminated against or harassed in any way, the Employee is to bring the matter to the immediate attention of the State Operations Manager or his or her nominated delegate.

## **8. PERFORMANCE OF WORK**

- 8.1. Employees will do all work directed by the Company which is within the Employee's skill and competence and will carry out that work at such places as are directed, and required by the Company under the Agreement.
- 8.2. Employees will comply with all reasonable and lawful instructions.
- 8.3. Employees will comply with Company policies, practices and procedures including any variations notified by the Company.
- 8.4. Employees will report immediately any breaches, or suspected breaches, by other Employees or contractors of any policies, practices and procedures, or any acts of misconduct of which they become aware.
- 8.5. Employees must use their best endeavors to promote the business interests and reputation of the Company.

## **9. SAFETY**

- 9.1. Employees must exercise reasonable care and diligence in the performance of their duties under this Agreement and comply with all reasonable instructions to protect their health and safety and the health and safety of other Employees and any other persons.

- 9.2. Employees must not smoke cigarettes or other tobacco or similar substances at the place of work or on or in any other property (including vehicles) owned or used by the Company.
- 9.3. Employees must not at any time whilst on duty (or before commencing duty) consume or possess alcohol or alcoholic substances, or any other substance which impairs or is likely to impair their ability to carry out duties under this Agreement, at any time at the work place or on or in any property (including vehicles) owned or used by the Company.
- 9.4. Employees must advise of any medication (prescribed or otherwise) which they are taking while at the workplace and which may in any way affect the performance of duties under this Agreement.

## **10. FITNESS FOR WORK**

- 10.1. Employees must present for work on all occasions ready, willing and able to perform the normal work in a manner that will be safe.
- 10.2. The Company may require Employees to undertake a personal impairment test, if there is reasonable cause to believe that an Employee is under the influence of drugs and/or alcohol while on duty.
- 10.3. Employees found to be under the influence of unprescribed drugs or alcohol while at work will be summarily dismissed.
- 10.4. The Company may require Employees at any time for a reasonable cause, to attend a Doctor nominated by the Company for a full medical examination.

## **11. CONFIDENTIAL INFORMATION**

- 11.1. Employees must not disclose in any way to any third party, and must keep confidential, any Confidential Information of which they may become aware through the performance of this Agreement.
- 11.2. "Confidential Information" includes all information relating to Company business or operational interests and that of our client, methodology and affairs, financial information, resident's details and anything else the Company notifies as being confidential.
- 11.3. Any unapproved disclosure of Confidential Information is considered a serious breach of the employment contract and may result dismissal.

## **12. OTHER EMPLOYMENT**

- 12.1. Employees must not work for anyone else while employed by the Company.
- 12.2. The Company may make an exception where, upon an Employee's written application, the Company gives written permission to work for another employer. The Company may do this if the Company forms the reasonable view that such permission will not harm the Company's business, or affect the

Employee's ability to carry out work for the Company, or affect any other matters in this Agreement.

- 12.3. Permission will not be granted for a request to work for any other security company, or as an owner, partner or director of another security company.

### **13. OPERATING PROCEDURES**

- 13.1. Employees must at all times whilst on duty comply with MSS Security Assignment Instructions and Standard Operating Procedures and any other General Operating Procedures or instructions issued by the Company from time to time and/or detailed specific to the site to which Employees have been assigned. Assignment Instructions and Standard Operating Procedures are available on site.

### **14. QUALIFYING PERIOD AND LICENSING REQUIREMENTS**

- 14.1. New Employees will be employed for a qualifying period of six months from the Employee's commencement date.
- 14.2. During this period either the Employee or MSS Security can terminate the employment by giving one week's notice in writing, except in the case of misconduct where instant dismissal may apply.
- 14.3. All Employees engaged under this Agreement are required to hold a relevant security licence in accordance with the *Security Investigations Agents Act 2002 (TAS)* ("SA"). The rates of pay contained in Schedule 1 of this Agreement are inclusive of skills acquired in accordance with the provisions of the SA or any other applicable legislation.
- 14.4. Any Employee, whose security license is cancelled in accordance with the provisions of the SA 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 36 below of this Agreement.
- 14.5. Any Employee required to conduct patrols in a motor vehicle as part of their regular duties is required at all times to hold a driver's license to operate a motor vehicle on public roadways.
- 14.6. Any Employee required to conduct patrols in a motor vehicle and whose driver's license is suspended, cancelled or revoked may:
  - 14.6.1. be redeployed into alternative duties within the Norske Skog site;
  - 14.6.2. in the circumstances where no position exists within the Norske Skog contract an offer may be made of redeployment to work outside that contract at other MSS Security locations, all work at that location to be covered by the industrial instrument in effect at that location, provided that;

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

14.7. 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 36 of this agreement.

## **15. THE EMPLOYMENT RELATIONSHIP**

### 15.1. Employment Categories

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

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

MSS Security will advise Employees of the terms and conditions under which they are employed prior to the appointment; in particular whether they are full-time, part-time or casual.

### 15.2. Permanent Employees

#### 15.2.1. Full time Employees

MSS Security may employ full time Employees in any classification on this Agreement. A full time Employee is an Employee who works an average of 76 ordinary hours per fortnight as provided for in clause 16 below, plus reasonable additional hours per week.

#### 15.2.2. Part-time Employees

15.2.2.1. A regular part-time Employee is an Employee who:

- works less than full-time hours of 76 per fortnight; and
- has reasonably predictable hours of work; and
- will be engaged for a minimum number of hours per week which will be agreed to and documented at the time of employment. Additional hours above the agreed minimum hours may be offered as reasonable additional hours; and
- receives, on a pro rata basis, equivalent pay and conditions to those of full-time Employees who do the same kind of work.

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

15.2.2.3. 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.

### 15.2.3. Casual Employees

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

15.2.3.1. Casual Employees will be paid the rates contained in Schedule 1, such rates fully inclusive of all allowances and 20% casual loading.

15.2.3.2. Casual Employees will not be entitled to:

- Redundancy
- Notice on Termination
- Annual Leave
- Paid personal/carers leave
- Compassionate leave
- Parental leave where not deemed as an eligible casual under the WRA

## **16. FULL-TIME EMPLOYMENT – HOURS OF WORK**

16.1. A full time employee is an employee who works an average of 76 ordinary hours in a fortnight.

16.2. Your ordinary hours per shift will be 12. This will be made up within a 4 day on 4 day off roster, which maybe changed with a majority agreement between the employees and employer.

16.3. You may be required to perform some extra hours outside of that prescribed in this subclause.

## **17. PART-TIME EMPLOYMENT – HOURS OF WORK**

17.1. The ordinary hours of work for a part-time Employee will be, on average, less than 38 hours per week which may be required to be worked over a roster cycle.

17.2. These average hours may be achieved by working a minimum of four (4) ordinary hours in any one week and a maximum of 48 in any one week.

## **18. CASUAL EMPLOYMENT – HOURS OF WORK**

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



## **19. REASONABLE ADDITIONAL HOURS AND OVERTIME**

- 19.1. Subject to sub-clause 19.3 below, work performed outside the ordinarily rostered hours of work shall be paid at the rates specified in Schedule 1 of this Agreement.
- 19.2. Additional Hours (Unrostered) – means hours performed outside the ordinarily rostered hours of work by mutual consent between MSS Security and Employee. The major characteristic of such hours is that they are able to be offered to or between a number of employees on a voluntary basis.
- 19.3. An Employee may refuse to work reasonable additional hours (unrostered) in circumstances where the working of such reasonable additional hours would result in the Employee working hours which are unreasonable having regard to:
  - 19.3.1. Any risk to Employees health and safety that might be reasonably expected to arise if the Employee works additional hours;
  - 19.3.2. The Employee's personal circumstances, including any family responsibility;
  - 19.3.3. The operational requirements of the workplace or enterprise;
  - 19.3.4. The notice (if any) given by MSS Security of the reasonable additional hours and by the Employee of their intention to refuse it;
  - 19.3.5. Whether any of the additional hours are on a public holiday; and
  - 19.3.6. The Employee's hours of work over the four weeks ending immediately before the Employee is required or was required or requested to work additional hours.
- 19.4. The allocation of available reasonable additional hours on a voluntary basis will be administered individually on each site.
  - 19.4.1. The hours that may be available are to be shared in an equitable manner between employees prepared to work such hours.
  - 19.4.2. In any case where the allocation of the additional hours is not being administered optimally with regard to equity of distribution of hours, MSS Security reserves the right for the additional hours allocation to be administered by MSS Security directly.

## **20. MEAL BREAK**

- 20.1. Where operational requirements allow, a paid meal break of not less than 20 minutes will be allowed between the fourth and sixth hour of each ordinary shift.

- 20.2. During meal breaks Employees will remain at their post and respond to any urgent situation which may arise. If an Employee is interrupted during a meal break, their break will resume immediately after such an interruption.
- 20.3. Where practicable, if Employees work in excess of 10 hours, they will be allowed an additional paid meal break of 20 minutes to be taken between the eighth hour and the end of the shift under the same conditions in clause 20.2 above.

## **21. DAYLIGHT SAVING**

- 21.1. 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:
- 21.1.1. commencing before the time prescribed under relevant legislation for the commencement of a summer time period; and
  - 21.1.2. commencing on or before the time prescribed under legislation for the termination of a summer time period;
  - 21.1.3. 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.

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 *Daylight Saving Act 2007* as amended or as substituted.

## **22. PUBLIC HOLIDAYS**

Subject to reasonable grounds of refusal, Employees rostered to work on any of the public holidays prescribed by the State legislation, as varied from time to time, as part of their normal roster are required to work such public holidays.

- 22.1. Public Holidays will be those published in the Tasmanian Government Gazette.
- 22.2. The ordinary rates of pay prescribed in Schedule 1 of this Agreement include consideration for payment of public holidays worked and observed.
- 22.3. Sub-clause 22.2 will not apply where an employee is called in to work on a public holiday rather the 'call in' provisions in Schedule 1 will apply.

## **23. RATE OF PAY**

- 23.1. From the first full pay period on or after 30 June 2009 the wage rates will be increased by (4%).

- 23.2. From the first full pay period on or after 30 June 2010 the wage rates will be increased by (3%)

## **24. PAYMENT OF WAGES**

Wages will be paid by electronic funds transfer into a nominated account within 72 hours of the completion of each fortnightly pay period, or as soon thereafter as practicable.

## **25. SUPERANNUATION**

- 25.1. MSS Security will make superannuation contributions in accordance with superannuation legislation, as amended from time to time, to the Employees designated superannuation fund. Employees may elect the Choice of Fund option at any time, but only once in a 12 month period. The Russell Super Solution Plan is the default fund for MSS Security employees.
- 25.2. An Employee may apply to the Company to have their ordinary wage reduced by an amount nominated by the Employee as a Salary Sacrifice Contribution for the benefit of the Employee in accordance with the Employer's Salary Sacrifice Policy as amended from time to time.
- 25.3. MSS Security must approve the application for salary sacrifice before the Employee's ordinary wage is adjusted for salary sacrifice contributions.
- 25.4. The Employee will receive their Post Salary Sacrifice Wage for periods of annual leave, long service leave, and other periods of paid leave provided the Salary Sacrifice Contribution is paid.
- 25.5. Unless otherwise agreed by MSS Security, an Employee may revoke or vary their Salary Sacrifice Agreement once in each twelve months in accordance with Company policy.
- 25.6. Not less than one month's written notice shall be given by an Employee of their revocation or variation of a Salary Sacrifice Agreement.
- 25.7. The continuation of an Employee's Salary Sacrifice Agreement is subject to MSS Security's discretion and such agreements cease to apply on the Employer giving one month's notice.

## **26. TRAINING**

- 26.1. Employees required to undertake paid training by the Company will be paid at their ordinary hourly rate as contained in Schedule 1 of this Agreement.
- 26.2. Where employees are required to undergo training for such things as, but not limited to, maintaining their security licences etc, such training is unpaid training.

## **27. ANNUAL LEAVE**

Annual Leave will be paid in accordance with the WRA as amended which as at the date of this Agreement provided as follows;

- 27.1. The granting of annual leave is subject to MSS Security's operational requirements.
- 27.2. An Employee (except a casual Employee) is entitled to accrue an amount of paid annual leave for each completed 4 week period of continuous service with MSS Security, of 1/13 of the number of nominal hours worked by the Employee, for MSS Security, during that 4 week period. In the case of a full-time employee this would equate to 152 hours per annum.
- 27.3. In addition an Employee (except a casual Employee) who is a seven day shift worker as defined in clause 27.5 below is entitled to accrue an amount of paid annual leave for each completed 4 week period of continuous service with MSS Security, of 1/52 of the number of nominal hours worked by the Employee, for MSS Security, as a shift worker during that 4 week period. In the case of a full-time employee this would equate to 190 hours per annum.
- 27.4. For the purposes of this Agreement employment will be deemed to be continuous despite-
  - (a) any annual leave or long service leave taken therein;
  - (b) any interruption or ending of the employment by MSS Security if such interruption or ending is made with the intention of avoiding obligations in respect of annual leave or long service leave;
  - (c) any absence on account of unpaid leave granted imposed or agreed to by MSS Security;
  - (d) any absence on any other account not involving termination of employment and in calculating a year of employment any absence of a kind mentioned in clause 27.4 (a), (b) or (c) of this sub-clause will be counted as part of the year of employment. However, for absences of unpaid leave it will be necessary for the Employee as part of the qualification for annual leave and long service leave to serve such additional periods as equals the period of such unpaid absences.
- 27.5. A shift worker means an Employee who:
  - 27.5.1. is regularly rostered to work shifts which are continuously rostered 24 hours a day for 7 days a week; and
  - 27.5.2. is regularly rostered to work those shifts; or
  - 27.5.3. regularly works on Sundays and public holidays; or
  - 27.5.4. an Employee of a type that is prescribed by the Regulations to the WRA.

- 27.6. Payment for annual leave will be made in the pay immediately prior to commencement of the leave.
- 27.7. Annual leave will be taken at a mutually agreed time.
- 27.8. Annual Leave Loading
- 27.8.1.** During a period of annual leave Employees will the receive payment at their hourly aggregated rate as contained in Schedule 1 for the number of hours that they would have worked during the period of annual leave but for the taking of such annual leave, **or** the same number of hours at the unloaded rate contained in Schedule 1 of this Agreement plus 17.5% loading **whichever is the greater.**
- 27.9. MSS Security may approve single days of annual leave, or leave without pay, as requested by Employees at the discretion of MSS Security.
- 27.10. In line with MSS Security's operational requirements, and to enable annual leave applications to be processed within two (2) weeks of application, the Employees must endeavour to give MSS Security a minimum of one (1) months notice of the proposed leave commencement date.
- 27.11. The Employees cannot submit/apply for annual leave more than three (3) months in advance, unless for purposes requiring longer periods of notice of requiring annual leave, such as overseas travel etc.
- 27.12. MSS Security will, wherever practicable, encourage annual leave to be taken by Employees as it accrues to prevent accumulation of entitlements, however an Employee must take an amount of annual leave during a particular period if:
- 27.13. the Employee is directed to do so by MSS Security; and
- 27.13.1. 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
- 27.13.2. the amount of annual leave that the Employee is directed to take is less than, or equal to,  $\frac{1}{4}$  of the amount of credited annual leave of the Employee at the time that the direction is given.

## **28. CASHING OUT OF ANNUAL LEAVE**

An Employee is entitled to cash-out a portion of accrued annual leave provided:-

- 28.1. The Employee gives MSS Security a written election to forgo the amount of annual leave.
- 28.2. MSS Security must agree to the cashing out of an Employee's leave following such written request.

- 28.3. An Employee is not entitled to forgo an amount of annual leave credited to the Employee by MSS Security that is equal to more than 1/26 of the nominal hours worked by the Employee during each 12 month period after 27 March 2006.
- 28.4. Any amount of annual leave accrued prior to 27 March 2006 that an employee may elect to cash out under this Agreement will be subject at all times to the MSS SECURITY Annual leave policy relating to the cashing out of annual leave.
- 28.5. If annual leave is cashed-out in accordance with this clause, MSS Security must pay the Employee an amount instead of the annual leave forgone calculated at the unloaded rates contained in Schedule 1 of this Agreement at the time the Employee provides MSS Security with the written election to cash-out annual leave.
- 28.6. Nothing in this clause is intended to contravene the cashing-out of annual leave provisions in the WRA.

## **29. PERSONAL / CARERS LEAVE**

- 29.1. A permanent Employee under this Agreement is entitled to be paid personal/carers leave in accordance with the provisions of the WRA which as at the date of this Agreement provide as follows:
- 29.2. A permanent Employee is entitled to accrue an amount of paid personal/carers leave for each completed 4 week period of continuous service with MSS Security, of 1/26 of the number of nominal hours worked by the Employee for MSS Security during that 4 week period. For a full-time employee this equates to 76 hours paid personal/carers leave or alternatively 10 days.
- 29.3. A permanent Employee is not entitled to take paid carer's leave from his or her employment with MSS Security at the time if, during the period of 12 months ending at the time, the Employee has already taken a total amount of paid carers leave from that employment of 1/26 of the nominal hours worked by the Employee for MSS Security during that period,
- 29.4. Employees are also entitled to two days unpaid carer' leave in accordance with the WRA.
- 29.5. This leave accumulates from year to year so that any part of the paid personal leave entitlements not claimed in any year may, subject to the conditions prescribed by this clause, be claimed by the Employee in any subsequent year of employment.
- 29.6. To be entitled to personal leave an Employee must:
  - 29.6.1. Provide notice to MSS Security of the absence as soon as reasonably practicable to do so.

- 29.6.2. Provide MSS Security with satisfactory documentary evidence of the basis for the request for leave including providing a medical certificate from a registered health practitioner or;
  - 29.6.3. If it is not reasonably practicable for the Employee to give MSS Security a medical certificate then provide a statutory declaration made by the Employee.
  - 29.6.4. The required documentation must be given to MSS Security as soon as reasonably practicable, which may be at a time before or after the personal leave has commenced.
  - 29.6.5. This sub-clause does not apply to an Employee who could not comply with it because of circumstances beyond the Employee's control.
- 29.7. To be entitled to Carers Leave an Employee must:
- 29.7.1. Provide notice to MSS Security of the absence as soon as reasonably practicable to do so.
  - 29.7.2. Provide MSS Security with satisfactory documentary evidence of the basis for the request for leave including providing a medical certificate from a registered health practitioner or a statutory declaration made by the Employee that the leave was required to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires (or required) care or support because of:
    - 29.7.3. a personal illness, or injury
    - 29.7.4. an unexpected emergency
    - 29.7.5. This sub-clause does not apply to an Employee who could not comply with it because of circumstances beyond the Employee's control.
- 29.8. During a period of personal/carers leave Employees will receive payment at their hourly rate as contained in Schedule 1 for the number of hours that they would have worked during the period of personal/carers leave but for the taking of such personal/carers leave.

### **30. COMPASSIONATE LEAVE**

- 30.1. An Employee is entitled to 3 days paid compassionate leave for each occasion when a member of the Employee's immediate family or a member of the Employee's household:
  - 30.1.1. Contracts or develops a personal illness that poses a serious threat to his or her life; or
  - 30.1.2. Sustains or develops a personal injury that poses a serious threat to his or her life; or

- 30.1.3. dies
- 30.2. An Employee who is entitled to a period of compassionate leave for a particular occasion may take the leave as:
  - 30.2.1. a single, unbroken period of 3 days; or
  - 30.2.2. separate period of 1 day each; or
  - 30.2.3. any separate periods to which the Employee and MSS Security agree.
- 30.3. The Employee is only entitled to compassionate leave if evidence is provided that MSS Security reasonably requires of the illness, injury or death.
- 30.4. During a period of compassionate leave Employees will receive payment at their unloaded hourly rate as contained in Schedule 1 for the number of hours that they would have worked during the period of compassionate leave but for the taking of such compassionate leave.

### **31. PARENTAL LEAVE**

- 31.1. Employees are entitled to parental leave as prescribed by the WRA.
- 31.2. In addition to the entitlements under the WRA:
  - 31.2.1. An Employee entitled to parental leave pursuant to the provisions of the WRA may request the Company to allow the Employee:
    - 31.2.1.1. to extend the period of simultaneous unpaid parental leave provided for in the WRA up to a maximum of eight weeks;
    - 31.2.1.2. to extend the period of unpaid parental leave provided for in the WRA by a further continuous period of leave not exceeding 12 months;
    - 31.2.1.3. to return from a period of parental leave on a part-time basis until the child reaches school age;
    - 31.2.1.4. to assist the Employee in reconciling work and parental responsibilities.
  - 31.2.2. The Company shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or MSS Security's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
  - 31.2.3. The Employee's request and MSS Security's decision made under sub-clauses 31.2.1.2 and 31.2.1.2 above must be recorded in writing.



- 31.2.4. Where an Employee wishes to make a request under clause 31.2.1 above, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.
- 31.3. Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, MSS Security shall take reasonable steps to:
  - 31.3.1. make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
  - 31.3.2. provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.
- 31.4. The Employee shall take reasonable steps to inform MSS Security about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
- 31.5. The Employee shall also notify MSS Security of changes of address or other contact details which might affect MSS Security's capacity to comply with sub-clause 31.3 above.

## **32. LONG SERVICE LEAVE**

- 32.1. Employees shall be entitled to Long Service Leave in accordance with the *Tasmanian Long Service Leave Act 1976* (Tas).

## **33. INTRODUCTION OF CHANGE**

- 33.1. We will advise you as soon as is practicable of any impending change which may significantly affect your ongoing employment with us or the performance of your work under this Agreement.
- 33.2. Wherever possible we will take such action as is necessary to avert or mitigate any potential adverse effects that such change may have on you.

## **34. DISPUTE RESOLUTION PROCEDURE**

- 34.1. If a dispute arises concerning the application of the Agreement:
  - 34.1.1. The matter is to be dealt with in accordance with clause 34.2 below;
  - 34.1.2. There will be no stoppage of work whilst the dispute resolution procedure is being followed;

- 34.1.3. While a dispute is being resolved, Employees must continue to work as normal in accordance with their contracts of employment and must comply with any reasonable direction given by MSS Security to perform available work as required. The parties are committed to ensuring that this occurs.
- 34.2. This procedure will be used to address a dispute about a matter concerning the application of this Agreement;
  - 34.2.1. At any stage of the process an Employee will be entitled to involve an Employee representative;
  - 34.2.2. When a matter in dispute arises the matter shall in the first instance be discussed between the Employee/s and their immediate supervisor/manager;
  - 34.2.3. If the matter in dispute is still unresolved, the Employee/s and MSS Security will arrange further discussions involving more senior levels of management and or a Human Resources representative (as appropriate);
  - 34.2.4. If the matter remains unresolved, the parties may refer the matter to an agreed mediator.
  - 34.2.5. The matter may be referred by either party to the AIRC or the relevant body to be dealt with in accordance with clause 34.3 below of this Agreement;
  - 34.2.6. By agreement, some steps may be bypassed if necessary to achieve a speedy resolution of the matter in dispute.
- 34.3. The parties agree that, where a matter in dispute is referred to the AIRC or the relevant body under this clause, the AIRC or the relevant body is to deal with the matter in accordance with the following process:
  - 34.3.1. Upon referral of the matter in dispute, the AIRC or the relevant body shall conciliate in respect of the matter. When conciliating under this clause, the AIRC can dismiss the matter or issue a statement or recommendation.
  - 34.3.2. If the matter is not resolved by conciliation, the AIRC or the relevant body shall then arbitrate in respect of the matter. When arbitrating, the AIRC or the relevant body shall be able to do any of the things listed in section 111(1) of the WRA excluding sub-sections 111(1) (d), (e), (h) and (k). In addition, the AIRC or the relevant can dismiss the matter. The reference in this clause to section 111(1) of the WRA is a reference to the terms of that section as in force as at the date of lodgement of this Agreement.
  - 34.3.3. In any process to resolve a dispute about a matter under this clause, the parties expect the AIRC or the relevant body to recognise that the

Company has the right to manage and operate its business in a safe, reliable and profitable manner.

34.3.4. During any arbitration proceedings before the AIRC or the relevant body under this clause, any party may choose to be represented by a legal practitioner.

34.3.5. In arbitrating in respect of a matter in dispute under this clause, the AIRC or the relevant body is to provide its decision and reasons for the decision in writing to the parties.

34.3.6. The decision of the AIRC or the relevant body will bind the parties, subject to any party exercising a right of appeal against the decision to a Full Bench of the AIRC or the relevant body.

34.4. The matters set out in clause 34.3 above are applicable to all proceedings before the AIRC or the relevant body initiated in accordance with this Agreement.

### **35. ABSENCE FROM DUTY / ABANDONMENT OF EMPLOYMENT**

35.1. The absence of an Employee from work for a continuous period exceeding three (3) working days without the consent of MSS Security or without notification to MSS Security will be evidence that the Employee has abandoned their employment.

35.2. Termination of employment by abandonment in accordance with this clause will be effective unless within 14 days the Employee can establish to the satisfaction of MSS Security that the Employee was absent for reasonable cause.

35.3. Termination of employment by abandonment in accordance with this clause will operate from the date of the last attendance at work, or the date of the last absence where consent was granted by MSS Security, or the date of the last absence where notification was given to MSS Security, whichever is the later.

35.4. There is no entitlement for a period of notice, and no payment in lieu of notice will be made for any instances of abandonment of employment.

### **36. TERMINATION**

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

36.2. Notice of termination by MSS Security

36.2.1. In order to terminate the employment of an employee MSS Security must give to the employee the period of notice specified in the table below:

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

36.2.2. In addition to the notice in clause 36.2.1 above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service are entitled to an additional week's notice.

36.2.3. Payment in lieu of the prescribed notice in 36.2.1 and 36.2.2 above must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by MSS Security making payment for the remainder of the period of notice.

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

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

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

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

### 36.3. Notice of termination by an employee

- 36.3.1. The notice of termination required to be given by an employee is the same as that required of MSS Security, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- 36.3.2. If an employee fails to give the notice specified in clause 36.3.1 above MSS Security 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 36.3.1 above.
- 36.3.3. The employment of a casual Employee may be terminated by either party at any time with one (1) days notice or payment in lieu.

### 36.4. Return of Property

- 36.4.1. On termination of employment, Employees must return all property of MSS Security that is in their possession including but not limited to uniforms, keys, documents, phones, and personal protective equipment to MSS Security. MSS Security may withhold monies owing to the Employee if they fail to return MSS Security's items.

## **37. REDUNDANCY**

- 37.1. Where MSS Security decides that a job an employee/s has been doing is no longer required and that decision may lead to termination of employment, MSS Security will consult with the affected employee/s as soon as practicable after MSS Security has made the decision.
- 37.2. Where an employee is transferred to lower paid duties for reasons set out in clause 37.1 above, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated. MSS Security may make payment in lieu thereof of an amount equal to the difference between the former amounts MSS Security would have been liable to pay and the new lower amount MSS Security is liable to pay the employee for the number of weeks of notice still owing. The amounts must be worked out on the basis of:
  - 37.2.1. the ordinary working hours to be worked by the employee;
  - 37.2.2. and the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
  - 37.2.3. any other amounts payable under the employee's employment contract.

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

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

"Week's pay" means the ordinary time gross rate of pay for the employee at the date of termination.

37.4. MSS Security is excluded from the obligation to make severance payments in circumstances where:

- 37.4.1. MSS Security has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- 37.4.2. The particular benefit to the employee is more or equal to the benefit the employee would obtain from the redundancy payment made under this clause, except
- 37.4.3. Where the benefit is less than the redundancy payment made under this clause MSS Security will pay the difference between the benefit and the redundancy payment under this clause.
- 37.4.4. A employee whose employment is terminated under this clause above may terminate their employment during the period of notice, and, if so, will be entitled to the same benefits and payments under this clause had the Employee remained with MSS Security until the expiry of such notice, provided that in these circumstances the Employee will not be entitled to payment in lieu of notice.

37.5. Nothing in this Clause will apply where:

- 37.5.1. an employee has less than one year's continuous service with MSS Security;
- 37.5.2. employment is terminated as a consequence of misconduct on the part of the Employee;
- 37.5.3. the Employee is engaged for a specific period or task(s);

37.5.4. the Employee is a casual Employee;

37.5.5. MSS Security offers the Employee acceptable alternative employment

### **38. JURY SERVICE**

#### 38.1. Jury Service – Permanent Employees

38.1.1. Employees required to attend for jury service during ordinary working hours will be reimbursed by MSS Security an amount equal to the difference between the amount paid in respect of the attendance for such jury service and the amount of wage the Employee would have received in respect of the ordinary time that the Employee would have worked had the Employee not been on jury service.

38.1.2. An Employee will notify MSS Security as soon as possible of the date upon which the Employee is required to attend for jury service. Further, the Employee will give MSS Security proof of such attendance, the duration of such attendance and the amount received in respect of such jury service.

#### 38.2. Jury Service - Casuals Employees

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

38.2.2. An Employee required to attend for jury service during the Employee's ordinary working hours shall be reimbursed by MSS Security 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 MSS Security as earnings for that period had he or she not been performing jury service subject to the following conditions:

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

b) An Employee who has been given more than seven days notice to attend for jury service shall give MSS Security at least seven days notice and if he/she fails to give such notice, without reasonable excuse, he/she shall forfeit his/her entitlement to payment by MSS Security.

c) 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 MSS Security by telephone to ask whether MSS Security requires the Employee to report for the balance of the day, and if so required, the Employee shall so report.

d) 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:

- I. 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
- II. in the case of a night shift Employee, at the Employee's normal starting time.

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.

- e) The Employee shall give MSS Security proof of attendance, the duration of such attendance and the amount received in respect of such jury service.



## SCHEDULE 1 - RATES OF PAY

Classification	On lodgement of the agreement	1 <sup>st</sup> Increase	2 <sup>nd</sup> Increase
<b>Permanent Unloaded Rate</b>	\$15.42	\$16.04	\$16.52
<b>Casual Unloaded Rate</b>	\$18.50	\$19.24	\$19.82
<b>Permanent Rotating Shift (ordinary hours)</b>	\$21.73	\$22.59	\$23.28
<b>Casuals</b>	\$23.17	\$24.10	\$24.82
<b>Reasonable Additional Hours</b>	\$23.17	\$24.10	\$24.82
<b>Supervisor Unloaded Rate</b>	\$16.54	\$17.20	\$17.72
<b>Supervisor (ordinary hours)</b>	\$23.30	\$24.23	\$24.96

The above rates are aggregated rates which are rates inclusive of all regularly rostered overtime within a rotating 24 hour roster, all allowances, and all shift loadings, weekend penalties and public holiday make up as appropriate.

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

### **Overtime**

Work performed outside the ordinarily rostered hours which are not voluntary additional hours i.e. work performed immediately before or immediately after a rostered shift shall be paid at the appropriate hourly rate plus a penalty of 15% per every hour for every hour worked.

### **Call in**

Call in from Annual leave and RDOs will attract double time at the ordinary shift rate, this clause is only to be use when all other avenues have been exhausted. An Employee called up for duty will be paid a minimum payment of four hours.

## SCHEDULE 2 - OPERATING PROCEDURES

### SECURITY GUARD REQUIREMENTS, STANDING OPERATING PROCEDURES & JOB DESCRIPTION FOR NORSKE SKOG BOYER

Security Guard Licence  
Level Three First Aid  
Automatic External Defibrillator  
Current Vehicle Licence

**Know** MSS SECURITY security standing orders  
MSS SECURITY OHS policies  
MSS SECURITY Motor Vehicle policy  
Boyer Mill OHS policies  
Boyer Mill Emergency Response plan.  
Boyer Mill procedures for Bomb threats and flow charts.  
Boyer Mill procedures for Environmental issues and reporting procedures.  
Boyer Mill Standard operating procedures security guard – Evacuation Process.  
Boyer Mill policies and procedures transportation of patients off site.  
Boyer Mill procedures when calling 000 for ambulance checklist.  
The procedures to generate a Chemailert report from the Internet.  
Guidelines for Security Guards Contractor access.  
Procedures to maintain first aid register reports & notification to managers.  
Maintain Housekeeping of office and crib room.  
Maintain filing of MSS Security & Norske Skog policies and procedures and associated security paper work.

## **SCHEDULE 3 - DUTY REQUIREMENTS**

### **DAY SHIFT DUTIES:**

Make sure two way radio is on to assist with any medical issues, as requested by the health specialist.

Assist with Switchboard.

Take phone messages & email to appropriate mill employees.

Pass on any mail, catalogues etc. to mill employees.

Pass on any packages, parcels to mill store, cafeteria.

Assist with Visitor inductions.

Update Production figures on scrolling message board.

Check Boyer calendar & emails throughout day for visitors; make up pass cards if required.

Send emails to Boyer site.

Reply to any requests via emails eg. Visitor entries, etc.

File and maintain goods release docketts (equipment on loan) follow up on their return.

File and maintain long term goods release docketts.

Monitor security keys, maintain key loan book.

Print out Boyer mill on call roster and display.

Print out weekly Boyer Mill staff absentees and display.

Take and enter Induction requests into induction booklet.

Take and enter mill tour requests, follow up with tour guide.

Enter supplementary labour from company list into cardax system for scheduled machine shuts.

Follow up of Contractor information with Norske Skog responsible officer; email or phone.

Generate access cards for visitors, contractors and vehicles.

Print new access cards and take photo id for access cards as required.

Vehicle inspections.

Change flags on request from company (Norske Skog) for overseas visitors.

Arrange taxi for visitors, employees etc. as requested by Norske Skog.

Print and file any security related emails.

Monitor cameras.

### **AFTER 1600 HOURS:**

First Aid cover.

Main stores issues.

Milk, Emergency meal issues.

Movie ticket sales.

Make sure two way radio and mobile phone are charged for night shift.

## **NIGHT SHIFT AND WEEKENDS:**

Make sure two way radio/mobile phone are charged and keys ready for change over.  
Check emails and inward email folder for any security instructions.  
First Aid cover, maintain F/Aid register reports after hours, injury notification to managers on shift.  
Transfer phone and switchboard over to mobile when going out of office.  
Car park lock up and unlock.  
Generate Evacuation report for shift team leader and deliver.  
Doors and buildings lock up.  
Patrols of site, fence lines, landfill gates, grange area, muskets gates, railway gates.  
Main store issues.  
Emg. Meals issues  
Milk, sugar issues.  
Change message board, day, date, lost time injury days.  
Movie tickets – Issue and record number of tickets, name, shift or day worker, dept, and cost of tickets for reception.  
Check vehicle, water, oil, etc.  
Check first aid gear etc.  
Check ambulance, make sure power connected.  
Fill vehicle with fuel if and when rquired. Record litres on monthly sheet.  
While on patrols report any water, pulp etc. leaks to shift services engineer, shift team leader.  
Monitor cameras and bookmark any incidents.  
Shift summary report.  
Generate access card for visitor, contractors etc. from Boyer calendar or emails ready for day shift.

## **WEEKENDS:**

Vacuum and wash vehicle.  
Refuel vehicle. Record litres, pass on to Supervisor at the end of each month.  
Patrol fence lines opposite Mill.

## Signatures

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

**MSS Security Pty Ltd**

(Signature)

(Name:

(Date)

In the presence

(Witness Signature)

(Name:

(Date)

**Employee Representatives**

**AMWU Representative**

(Signature)

(Name:

(Date)

(Signature)

(Name:

(Date)

(Witness Signature)