



FairWork  
Commission

## CORRECTION TO DECISION

*Fair Work Act 2009*

s.185 - Application for approval of a greenfields agreement

**Secure Journeys Pty Ltd**

(AG2025/208)

### **SECURE JOURNEYS IMMIGRATION SERVICES GREENFIELDS AGREEMENT 2025**

Corrections and detentions

DEPUTY PRESIDENT O'KEEFFE

PERTH, 24 MARCH 2025

*Application for approval of the Secure Journeys Immigration Services Greenfields Agreement  
2025- correction to expiry date.*

[1] The decision issued by the Fair Work Commission on 21 March 2025 [2025 FWCA 968, PR785382] is corrected as follows:

The approval date in paragraph 7 is corrected to 28 March 2025.

DEPUTY PRESIDENT

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<AE528399 PR785467>





# DECISION

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

**Secure Journeys Pty Ltd**  
(AG2025/208)

## **SECURE JOURNEYS IMMIGRATION SERVICES GREENFIELDS AGREEMENT 2025**

Corrections and detentions

DEPUTY PRESIDENT O'KEEFFE

PERTH, 21 MARCH 2025

*Application for approval of the Secure Journeys Immigration Services Greenfields Agreement 2025*

**[1]** An application has been made for approval of a greenfields agreement known as the *Secure Journeys Immigration Services Greenfields Agreement 2025* (**the Agreement**). The Application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by Secure Journeys Pty Ltd (**the Applicant**). The Agreement is a Greenfields enterprise agreement.

**[2]** This is a greenfields agreement that meets the requirements of s.172(2)(b) of the Act. I am satisfied that each of the requirements of ss.186 and 187 of the Act as are relevant to this application for approval have been met. In accordance with s.187(5)(a) of the Act, I am satisfied that the United Workers Union (UWU) and the Union of Christmas Island Workers (UCIW) are entitled to represent the industrial interests of a majority of employees who will be covered by the Agreement in relation to work that is to be performed under it. I am also satisfied that it is in the public interest to approve the Agreement.

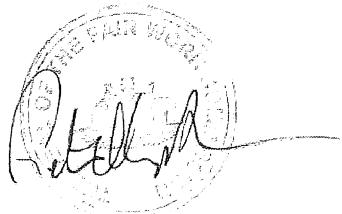
**[3]** The Applicant has provided written undertakings (Annexure A). I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

**[4]** Subject to the undertakings referred to above, I am satisfied that each requirement of ss.186, 187 and 188 as are relevant to this application for approval have been met. The undertakings are taken to be a term of the Agreement.

**[5]** The UWU were a bargaining representative, and the Agreement has been made with UWU. As such, pursuant to s.53(2)(b) and s.201(2A) of the Act I note that the Agreement covers UWU.

[6] The UCIW were a bargaining representative, and the Agreement has been made with UCIW. As such, pursuant to s.53(2)(b) and s.201(2A) of the Act I note that the Agreement covers UCIW.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 28 April 2025. The nominal expiry date of the Agreement is 30 April 2026.

A handwritten signature in black ink, appearing to read "Deputy President", is placed over a circular official seal. The seal contains the text "DEPUTY PRESIDENT" around the perimeter and "2025" in the center.

DEPUTY PRESIDENT

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# SECURE JOURNEYS

A Management & Training Corporation Pty Ltd Company

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.

Secure Journeys Immigration Services Greenfields Enterprise Agreement 2025

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## 1. Definitions

Act	Fair Work Act 2009 (Cth).
Agreement	Secure Journeys Immigration Services Greenfields Enterprise Agreement 2025.
AIDC	Adelaide Immigration Detention Centre.
APOD	Alternative Place of Detention.
Australia	The Commonwealth of Australia and the External Territory of Christmas Island.
Base Location	The location where an Employee is engaged to work, either upon commencement, during a secondment or temporary transfer of a subsequent permanent transfer. To avoid doubt, Base Location refers to the location where an Employee is engaged to work, including adjacent sites (eg. Villawood includes any facility within the VIDC site; Christmas Island includes NWP, CC and PH). The definition is not intended to include non-adjacent sites.
Agreed Rate(s) of Pay	The hourly, weekly rates of pay contained in Schedule 2. The corresponding hourly Base Rate of Pay is calculated for Detention Service Employees by dividing the weekly Base Rate of Pay by 42 and for all other Employees by 38.
BIDC	Brisbane Immigration Detention Centre.
Casual Employment	The meaning contained in the dictionary of the Act.
Centre	A Centre includes: a. Immigration detention centre b. Immigration residential housing c. Immigration transit accommodation centre d. Alternative place of detention; or e. Any other immigration services centre operated by Secure Journeys under the SIS Contract.
Christmas Island	Christmas Island including North-West Point Immigration Detention Centre, Phosphate Hill APOD and Construction Camp APOD
Commencement Date	The date seven days after the Agreement is approved by the Fair Work Commission.
CPI	Consumer Price Index specifically means the annual adjustment in accordance with indexation with respect to percentage change in the Australian Bureau of Statistics Consumer Price Index (All Groups Weighted Average of Eight Capital Cities, ABS Cat No. 6401.0) in the previous March quarter.
Default Superannuation Fund	The Trustee for AustralianSuper t/as AustralianSuper (ABN 65 714 394 898)
Department of Home Affairs	The Department of Home Affairs, or any successor department or agency.
Detainee	A person who is in detention at a Centre as defined above.

Detention Service Employee	An employee in any of the classifications set out in the Detention Service Officer Stream section of Schedule 1.
Employee	Employees of Secure Journeys covered by this Agreement.
IAA	International aviation assignment.
Immediate Family	The meaning contained in the dictionary of the Act.
IRH	Immigration residential housing.
IRT	Incident Response Team
IRT work	Work actually performed by a DSO who is qualified by Secure Journeys to perform IRT work, medically certified to perform IRT work and actually performs such work when Secure Journeys directs them to do so.
ITC	Induction training course/Initial training course.
MIDC	Melbourne Immigration Detention Centre.
Minister	The Australian government Minister responsible for immigration and border protection.
NAPOD	Northern alternative place of detention.
NCC	National Consultative Committee.
NES	The National Employment Standards contained with the Act.
Non-IRT designated site	<p>This kind of site includes any of the following:</p> <ul style="list-style-type: none"> <li>a. AIDC (Adelaide Immigration Detention Centre).</li> <li>b. PIDC</li> <li>c. NAPOD</li> </ul> <p>A non-IRT designated site becomes a designated site when Secure Journeys determines that the site is so designated.</p>
PIDC	Perth Immigration Detention Centre.
RTO	Registered Training Organisation.
Secure Journeys	Secure Journeys Pty Ltd ACN 665 235 549, a fully owned subsidiary of Management & Training Corporation Pty Ltd ACN: 602 791 364.
SIS Contract	Services contract between Secure Journeys and the Department of Home Affairs (CN4111897) and as updated from time to time.
T&E	Transport and escort.
UCIW	Union of Christmas Island Workers.
Union/s	Refers to the United Workers Union (UWU) and Union of Christmas Island Workers (UDIW)
UWU	United Workers Union.
VIDC	Villawood Immigration Detention Centre.
YHIDC	Yongah Hill Immigration Detention Centre.

## 2. Title

The title of this Agreement is the Secure Journeys Immigration Services Greenfields Agreement 2025.

## 3. Coverage

### 3.1 This Agreement will cover:

- a. Secure Journeys Pty Ltd
- b. All Employees working in Australia who are covered by the classifications set out in Schedule 1 of the Agreement and undertaking work in the detentions industry under the SIS contract and also applies to such employees when working temporarily for Secure Journeys outside the Commonwealth of Australia undertaking international aviation assignments
- c. The UWU, provided written notice is given in accordance with s.181(1) of the Act and the Fair Work Commission notes in the document to approve the Agreement that Agreement covers the UWU
- d. The UCIW provided written notice is given in accordance with s.183(1) of the Act and the Fair Work Commission notes in the document to approve the Agreement that the Agreement covers the UCIW.

### 3.2 This Agreement does not apply to cleaning Employees on Christmas Island.

## 4. Period of Operation

The Agreement commences operation on the Commencement Date and has a nominal expiry date of 30 April 2026.

## 5. NES precedence

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

## 6. Objectives

The objectives of this Agreement include the following:

- a. Consolidation of workplace arrangements, terms and conditions of employment that clearly support the effective operation of Centres.
- b. Enhancing compliance with workplace laws and harmonising terms and conditions of employment for the Employees.
- c. Maintenance of the environment for effective operation of Secure Journeys concept of "typical day" for Detainees.
- d. Responding to the changing requirements of the Department of Home Affairs.
- e. Encouraging a collaborative and flexible work environment within which all Employees have the opportunity to develop their experience and capabilities and to work across all areas of detention management.
- f. Encouraging regular and open communication between those covered by the Agreement
- g. Setting the framework to build trust and confidence in relations between managers, Employees, Employee representatives and union officials.
- h. Ensuring no Employee will be worse off in terms of the allowance amounts payable as a result of the making of this Agreement.

## 7. Consultation

### 7.1 This term applies if Secure Journeys:

- a. 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
- b. Proposes to introduce a change to the regular roster or ordinary hours of work of Employees

### 7.2 Major Change

For a major change referred to in subclause 7.1(a):

- a. Secure Journeys must notify the relevant Employees and their representatives (if any) of the decision to introduce the major change.
- b. Subclauses 7.3 – 7.9 apply.

### 7.3 The relevant Employees may appoint a representative for the purpose of the procedures in this clause.

#### 7.4 If:

- a. A relevant Employee appoints, or relevant Employees appoint, a representative for the purpose of consultation; and
- b. The Employees or Employees advise Secure Journeys of the identity of the representative, Secure Journeys must recognise the representative.

### 7.5 As soon as practicable after making its decision, Secure Journeys must:

- a. Discuss with the relevant Employees:
  - i The introduction of the change; and
  - ii The effect the change is likely to have on the Employees; and
  - iii Measures the employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- b. For the purposes of the discussion – provide in writing, to the relevant Employees:
  - i All relevant information about the change including the nature of the change proposed; and
  - ii Information about the expected effects of the change on the Employees; and
  - iii Any other matters likely to affect the Employees.

### 7.6 However, Secure Journeys is not required to disclose confidential or commercially sensitive information to the relevant Employees.

### 7.7 Secure Journeys must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

### 7.8 If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 7.2 and subclauses 7.3 and 7.5 are taken not to apply.

### 7.9 In this clause, a major change is likely to have a significant effect on Employees if it results in:

- a. The termination of the employment of Employees; or
- b. Major change to the composition, operation or size of Secure Journeys workforce or to the skills required of Employees; or

- c. The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- d. The alteration of hours of work; or
- e. The need to retrain Employees; or
- f. The need to relocate Employees to another workplace; or
- g. The restructuring of jobs; or
- h. Change to regular roster or ordinary hours of work.

7.10 For a change referred to in paragraph 7.1(b):

- a. Secure Journeys must notify the relevant Employees of the proposed change; and
- b. Subclauses 7.11 to 7.15 apply.

7.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

7.12 If:

- a. A relevant Employee appoints, or relevant Employees appoint a representative for the purposes of consultation; and
- b. The Employee or Employees advise Secure Journeys of the identity of the representative, Secure Journeys must recognise the representative.

7.13 As soon as practicable after proposing to introduce the change, Secure Journeys must:

- a. Discuss with the relevant Employees the introduction of the change; and
- b. For the purposes of the discussion, provide to the relevant Employees:
  - i. All relevant information about the change, including the nature of the change; and
  - ii. Information about what Secure Journeys reasonably believes will be the effects of the change on the Employees; and
  - iii. Information about any other matters that Secure Journeys reasonably believes are likely to affect the Employees; and
- c. 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).

7.14 However, Secure Journeys is not required to disclose confidential or commercially sensitive information to the relevant Employees.

7.15 Secure Journeys must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

7.16 In this clause relevant Employees means the Employees who may be affected by a change referred to in subclause 7.1.

## 8. Consultative Committee structure

- 8.1 A National Consultative Committee will be established which will consist of three Secure Journeys and three union representatives, and will address national issues across Secure Journeys. Secure Journeys representatives will be appointed by Secure Journeys and union representatives will be appointed by the UWU and the UCIW. Meetings will be held quarterly, however, members may resolve to meet more frequently or less frequently depending on the matters to be addressed. The committee may invite others to meetings as relevant, particularly subject specialists/experts as required.
- 8.2 The parties will continue to have consultative committees at each Centre. At large Centres the committee will consist of four Secure Journeys and four Employee representatives, at smaller Centres the committees will consist of two Secure Journeys and two Employee representatives, Secure Journeys representatives will be appointed by the Centre Manager and Employee

representatives are to be elected Employees. The committees may invite others to meetings as relevant, particularly subject specialists/experts as required. Committee meetings will be held monthly, however, member may resolve to meet more frequently or less frequently depending on the matters to be addressed.

8.3 The parties have agreed to establish a Training Consultative Committee and Safety and Wellbeing Consultative Committee to address national training and safety and wellbeing issues respectively. The Training Consultative Committee will consist of two Secure Journeys and two union representatives. The Safety & Wellbeing Consultative Committee will consist of three Secure Journeys and three union representatives. Secure Journeys representatives will be appointed by Secure Journeys and union representatives will be appointed by the UWU and the UCIW. Meetings will be held quarterly, however, members may resolve to meet more frequently or less frequently depending on the matters to be addressed. The National Consultative Committee will oversight the committees referred to in (8.2) and (8.3) of this clause.

## 9.0 Dispute Resolution

### 9.1 If a dispute relates to:

- a. A matter arising under the Agreement; or
- b. The NES; or
- c. Any other matter which pertains to the employment relationship between Employees and Secure Journeys excluding any matter relating to the termination of an Employee employment;

This clause sets out procedures to settle the dispute.

9.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

9.3 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 management.

9.4 If discussion at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

9.5 The Fair Work Commission may deal with the dispute in two stages:

- a. 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
- b. If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
  - i. Arbitrate the dispute using powers under the Act. A decision that the Fair Work Commission makes during arbitration is a decision for the purpose of Division 3 of Part 5.1 of the Act, therefore, an appeal may be made against the decision; and
  - ii. Schedule a Hearing; and
  - iii. Make a determination that is binding on the parties.

9.6 While the parties are trying to resolve the dispute using the procedure in this clause:

- a. An Employee must continue to perform their work as they would normally unless there is a reasonable concern about an imminent risk to their health or safety; and
- b. An Employee must comply with a direction given by Secure Journeys to perform other available work at the same workplace, or at another workplace, unless:
  - i. The work is not safe; or
  - ii. Applicable workplace health and safety legislation would not permit the work to be performed; or

- iii. The work is not appropriate for the Employee to perform; or
- iv. There are other reasonable grounds for the Employee to refuse to comply with the direction.

9.7 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with his clause.

## 10 Representation

### 10.1 Employees are entitled to representation by the UWU or UCIW including the right to:

- a. Consult and be represented by the UWU or UCIW in disciplinary matters where they Employee is the subject;
- b. Consult and be represented by the UWU or UCIW during a workplace investigation, including a fact-finding meeting, into allegations of misconduct put to the Employee.

10.2 In compliance with s 387(d) of the Act, Secure Journeys will not unreasonably refuse the presence of a support person in any meeting where dismissal from employment may be raised by Secure Journeys provided that the Employee gives Secure Journeys reasonable notice of the Employee's request to have a support person present.

## 11. Flexibility

### 11.1 Secure Journeys and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- a. the Agreement deals with one or more of the following matters:
  - i. Arrangements about when work is performed;
  - ii. Overtime rates;
  - iii. Penalty rates;
  - iv. Allowances
  - v. Leave loading
- b. The arrangement meets the genuine needs of Secure Journeys and the Employee in relation to one or more of the matters mentioned in subclause 11.1(a); and
- c. The arrangement is genuinely agreed to by Secure Journeys and the Employee.

### 11.2 Secure Journeys must ensure the terms of the individual flexibility arrangement:

- a. Are about permitted matters under s 172 of the Act; and
- b. Are not unlawful terms under s 194 of the Act; and
- c. Result in the Employee being better off overall than the Employee would be if no arrangement was made.

### 11.3 Secure Journeys must ensure that the individual flexibility arrangement:

- a. Is in writing; and
- b. Includes the name of Secure Journeys employing entity and the Employee; and
- c. Is signed by Secure Journeys and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- d. Includes details of:
  - i. The terms of the Agreement that will be varied by the arrangement; and
  - ii. How the arrangement will vary the effect of the terms; and
  - iii. How the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
  - iv. States the day on which the arrangement commences.

11.4 Secure Journeys must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

11.5 Secure Journeys or the Employee may terminate the individual flexibility arrangement:

- a. by giving no more than 28 days-notice to the other party to the arrangement; or
- b. if Secure Journeys and the Employee agree in writing, at any time.

## 12. Types of Employment

12.1 Employment may be full-time, part-time, specified term or casual.

### 12.2 Full-time

- a. Full-time Detention Service Employees are engaged as such and works an average of 42 hours per week, or 504 hours in a 12-week period.
- b. Full-time cleaning and catering Employees are engaged as such respectively and work an average of 38 hours per week or 456 hours in a 12 week period.

### 12.3 Part-time

- a. A part-time Employee is engaged to work an average of less than 38 ordinary hours of work per week.
- b. At the time of engagement, the employer and the part-time Employee will agree on and specify in writing the average minimum weekly ordinary hours of work.
- c. Any agreed variation to the contracted part-time hours will be recorded in writing.
- d. Payment of part-time employees
  - i. Cleaning Employees. All hours worked up to 38 hours per week will attract a loading of 15% in addition to the Base Rate of Pay. All hours worked in excess of 7.6 hours per day and 38 hours per week will be paid as overtime. Such overtime will be calculated using the Base Rate of Pay, exclusive of the 15% part-time Employee loading.
- e. A part-time Employee is entitled to all provisions of this Agreement in accordance with the number of ordinary hours the Employee is engaged to work.

### 12.4 Casual

- a. For the purposes of this Agreement, a casual Employee has the same meaning as in the Act.
- b. A casual Employee will be paid the casual hourly rate as per Schedule 2 for the job classification as set out in Schedule 1 of this Agreement which includes a casual loading. This does not apply to overtime when the Base Rate of Pay will be used.
- c. The Base Rate of Pay for a casual Employee, including the casual loading component is in full satisfaction of:
  - i. The entitlements set out in clause 12.4(g) of the Agreement; and
  - ii. The components of the aggregate rate are set out in clause 28.4(a).
- d. A Casual Employee will be engaged for a minimum of four (4) hours.
- e. Secure Journeys acknowledges its commitment to permanent employment where possible. Secure Journeys will utilize casual labour for work that is genuinely supplementary to direct and permanent Employees. The use of casuals is not intended to have an impact on the job security of permanent Employees. Secure Journeys may also use casuals to fill any workplace absence such as sick leave, workers compensation leave, annual leave, unpaid leave, long service leave etc.
- f. Where a vacancy for a full-time or part-time position at a centre exists, all casual Employees who have been engaged on a regular and systematic basis for an ongoing period of employee of six months or more at that centre will be offered the opportunity to apply for the role by Secure Journeys before it is externally advertised and will be given

absolute preference of employment over an external applicant. Selection will be on merit and length of service of casual Employee will be one of the criteria utilized by Secure Journeys in selecting casual Employees for permanent positions. This provision will not apply where it conflicts with the Act, or discrimination legislation. This includes any obligation Secure Journeys might have to offer suitable alternative employment to existing Employees of Secure Journeys as part of any planned redundancies in the Company. Casuals who are unsuccessful for any such position shall be advised by Secure Journeys of the reason for their non-selection.

g. The provision of this Agreement apply to a casual Employee except for clauses:

- i. 20, 21, 22.1, 22.2, 23, 24.2 – termination, suspension and stand down,
- ii. 25 – redundancy;
- iii. 26 – change of provider;
- iv. 38 – annual leave;
- v. 39 – personal leave;
- vi. 45 – compassionate leave;
- vii. 47 – parental leave;
- viii. 48 – long service leave;
- ix. 51 – public holidays;
- x. 43 – jury service;
- xi. 49 – bonus leave;
- xii. 50 – Defence Force leave; and
- xiii. 42 – Community service leave.

However, this is not intended to affect any entitlements casual Employees may have under the Act.

h. Offers and requests for casual conversion.

- i. Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the NES.
- ii. Disputes about Offers and requests for casual conversion under the NES are to be dealt with under clause 9 – dispute resolution.

i. Cap on casual work on Sundays and Public Holidays:

- i. Where Secure Journeys allocates a casual Employee to perform casual shifts within any established roster within a Secure Journeys site, Secure Journeys will monitor the total number of casual shifts offered to the casual Employee over each of the following six-month periods during the terms of the Agreement:
  - (A) 1 February to 1 August; and
  - (B) 2 August to 31 January (the Relevant Periods)
- ii. Secure Journeys will ensure that over the period of each Relevant Period, the total number of casual shifts offered to a casual Employee as part of the established roster on a Sunday or Public Holiday will not exceed 20% of casual shifts offered to the individual during the Relevant Period (the 20% Cap).
- iii. Where, having completed the first three months of any Relevant Period, a casual Employee has exceeded the 20% Cap, the casual Employee will not be offered Sunday or Public Holiday shifts until such time as the casual Employee's total number of shifts offered falls below the 20% Cap in the Relevant Period.
- iv. Secure Journeys recognises that the consultative committees established under the Agreement will have a role in monitoring the total number of casual shifts offered to any casual Employee during the Relevant Period, and will provide relevant information to the consultative committee upon request, in the event that there are any concerns about the operation of subclause 12.4(i) (i) to (iv) during the term of the Agreement.

## 12.5 Specified Term Employees

- a. A specified term Employee is one who is engaged as such for a specified period of time not exceeding two years, or for a particular task or project. A specified term Employee may be full-time or part-time.
- b. The provision of this Agreement apply to a specified term Employee except for clause 20, 21, 22 – termination, suspension and stand down, clause 25 – redundancy.

### 13. Contract of Employment

- 13.1 Prior to commencing employment, each Employee will be provided with a letter of engagement by Secure Journeys which amongst other things will set out an Employee's:
  - a. Employment type;
  - b. Job classification;
  - c. Rate of pay;
  - d. Commencing date of employment;
  - e. Commencing hours of work and any immediate roster arrangements;
  - f. Base location;
  - g. Qualifying or probationary period; and
  - h. If a specified term contract, the end date of a contract.
- 13.2 Secure Journeys will provide the contract of employment in either hard copy, by email or through electronic access to the document.
- 13.3 Each Employee shall be provided with a copy of this Agreement or electronic access to the Agreement.

### 14 Probationary period

A probationary period of six months applies to all new full-time, fixed-term and part-time Employees from the date of commencing employment. As performance assessment shall be conducted prior to the end of the probationary period.

### 15 Employment obligations

- 15.1 An Employee's employment and ongoing employment is conditional upon Secure Journeys obtaining satisfactory outcomes to the following:
  - a. Federal Police check at the recruitment stage and each year thereafter. This check shall be in accordance with the guidelines set out by the Minister.
  - b. If known to the Employee: pending court proceedings relevant to employment including matters related to fraud, theft, damage, property or assault.
  - c. Successful Commonwealth security clearance to SECRET level, if required.
  - d. Ongoing successful working with children check, if required and in accordance with State legislation.
  - e. Medical examination by a suitably qualified medical practitioner appointed by Secure Journeys which determines whether the Employee is fit to carry out the inherent requirements of their role where there are reasonably and genuinely held concerns regarding fitness for work. This includes the requirement for the Employee to complete and sign a medical declaration form, and successful annual C&R recertification assessment in accordance with policy.
  - f. Secure Journeys shall facilitate and pay associated fees for such medical examination and shall prior to the examination provide to the Employee all pertinent documents and correspondence provided to the examining doctor. The Employee shall agree to the release of the medical report to Secure Journeys and, for the purpose of the medical examination provide the medical examiner with all medical reports in the possession.
  - g. Report as a result of psychometric testing and/or analysis conducted by a Registered Psychologist.
  - h. Employment of all Employees is at all times subject to the approval of the Minister.
  - i. Working rights status.
  - j. Successful completion of ITC training.
  - k. Current relevant driving license if undertaking transport and escort duties.

- I. If required, Detention Service Employees will rotate through different detention management tasks across a Centre, including but not limited to security, escorting, driving, safety, care and wellbeing, and other key elements of the Secure Journeys model. This cross deployment will ensure that experience and skills will be gained by Employees in different tasks and duties associated with the operation of a Centre and will enhance operational flexibility. Therefore, an Employee is to be available to work as required on any work within their skills, competence and training.
- m. It is a condition of employment that Employees maintain a state of readiness on duty and conduct themselves in a manner which ensures their ability to respond throughout their period of duty.

15.2 Secure Journeys will facilitate and meet the costs of any of the checks, tests, reports and medical examinations set out in clause 15.1.

15.3 The employment of all Employees is subject to the Minister's approval at all times. The services of Employees may be terminated at any time if the approval of the Minister is withdrawn. Evidence of Ministerial withdrawal of approval shall be provided to the Employee if requested.

16. Health and fitness for duty

16.1 This Agreement acknowledges:

- a. The joint commitment to ensuring and promoting individual fitness for work and good health;
- b. The importance of any lack of fitness being detected and/or determined in a manner that is transparent, fair and supportive of the Employee; and
- c. The need to maintain privacy in relation to any individual assessments concerning the collection and retention of personal information.

16.2 Employees will be required to participate in lawful and reasonable Secure Journeys initiatives and observe policies and standards designed to support the attainment and maintenance of a suitable level of fitness for work.

16.3 In circumstances where:

- a. An Employee advises Secure Journeys of the existence of any health issue, including by the Employee seeking and exemption from the application of a Secure Journeys policy; or
- b. An Employee illness, injury or incapacity is brought to the attention of Secure Journeys from any medical practitioner or insurer Secure Journeys will:
  - i. Promptly advise the Employee in writing as to the nature of any concern;
  - ii. Invite the Employee to promptly respond to Secure Journeys concerns including the provision of any personal medical opinion obtained by the Employee;
  - iii. Advise the Employee in writing of any decision or view of Secure Journeys with respect to the Employee's incapacity to meet the inherent requirement of their position.

16.4 Following the above steps, Secure Journeys will confirm in writing that it has genuinely held concern as to the Employee's level of fitness to carry out the inherent requirements of their role, then the provisions of clause 15.1(e) apply.

## 17 Employment levels

17.1 Secure Journeys is responsible for determining employment levels, work practices and staffing allocations to meet the requirements of the Department of Home Affairs, to ensure the financial security of the Secure Journeys SIS Contract and to meet work health and safety obligations.

However, Secure Journeys will notify and discuss changes in employment levels with Employees affected as far in advance as is practicable.

- 17.2 All full-time and part-time position at each Centre shall be advertised. The selection of people to fill vacancies will be based on merit selection principles including the capability of the candidate to meet current and likely future requirements of the position, relevant experience, required qualifications/training/licenses and past performance.
- 17.3 Selection of casual Employees to fill vacancies shall take into account service with Secure Journeys (inclusive of full-time, part-time, specified term and casual employment) and the abovementioned criteria.

#### 18 Other employment

It is a condition of this Agreement that employment with Secure Journeys is the primary form of employment for full-time Employees and that full-time Employees shall not engage in external employment in any related industry unless written permission has first been gained from the Director Human Resources. Secure Journeys or its authorised representative will not unreasonably withhold permission.

- 18.1 For casual employees, casual Employees shall not engage in external employment in any related industry unless written permission has first been gained from the Director Human Resources. Secure Journeys or its authorised representative will not unreasonably withhold permission.

#### 19. Job Sharing

The concept of job sharing will be available, subject to the operational needs of a Centre, and terms and conditions of such being approved by Secure Journeys.

#### 20. Stand Down

Secure Journeys may stand down Employees in accordance with the provisions of the Act or alternatively, where one or more Employees cannot be usefully employed due to any strike, industrial action, breakdown of infrastructure or any stoppage of work by any cause for which Secure Journeys cannot reasonably be held responsible. To avoid doubt, this clause is not intended to apply to the ordinary decrease in numbers of people in detention.

#### 21. Suspension

- 21.1 In circumstances where credible allegations of misconduct or neglect of duty are made against an Employee, Secure Journeys may suspend the Employee with ordinary time pay to enable an investigation to be made into the allegations. Suspension with pay does not apply to casual Employees.
- 21.2 During the investigation, at the Employee's request, a union officer or other Employee representative will be consulted and given an opportunity to represent the interests of the affected Employee as per clause 10. Secure Journeys will conduct an investigation as expeditiously as possible.
- 21.3 The explicit authority of the Managing Director is required to suspend the employment of an Employee.

22. Termination of employment

22.1 During an Employee's probationary period, either an Employee or Secure Journeys may terminate the Employee's employment by giving 1 weeks' notice, or by Secure Journeys without notice by paying 1 week at the full rate of pay for the hours the Employee would have worked had the employment continued until the end of the 1 week notice period.

22.2 After the probation period has ended, and Employee's employment (other than a casual Employee) may be terminated either by the Employee or Secure Journeys by giving the required period of notice, or by Secure Journeys without notice by Secure Journeys making payment at the full rate of pay for the hours the Employee would have worked had the employment continued until the end of notice period specified in the table below:

Period of continuous service with Secure Journeys	Required period of notice by Secure Journeys		Required period of notice by Employee
	<45 years	>45 years	
Not more than 1 year	1 week	1 week	1 week
More than 1 year but not more than 2 years	2 weeks	2 weeks	2 weeks
More than 2 years but not more than 3 years	2 weeks	3 weeks	2 weeks
More than 3 years but not more than 5 years	3 weeks	4 weeks	2 weeks
More than 5 years	4 weeks	5 weeks	2 weeks

a. When either an Employee or Secure Journeys has given notice of termination of an Employee's employment, Secure Journeys may require an Employee to:

- Not perform any work for it;
- Not attend Secure Journeys places of business; or
- Perform only those duties which Secure Journeys specifies.

22.3 The employment of a casual Employee may be terminated by either the Employee or Secure Journeys by giving 4 hours' notice or by Secure Journeys paying 4 hours at a casual Employee's full rate of pay for the 4-hour period in lieu of notice.

22.4 In addition, Secure Journeys has the right to terminate an Employee's employment without notice for serious misconduct and in such case the Employee's pay and other entitlements will be paid up to the time of termination only.

23. Abandonment of employment

23.1 Secure Journeys may establish that an Employee has abandoned their employment where the Employee has been absent for at least four consecutive days of work where:

- the whole of the absence is not authorised or explained; or
- the whole of the absence occurs without the Employee notifying Secure Journeys before or as soon as practicable after the first day of that absence.

23.2 Where an Employee has been absent as described above, Secure Journeys will take reasonable steps to:

- attempt to contact the Employee at the personal email, postal address or phone number of their personnel file;
- provide the Employee with an opportunity to explain the absence from work within seven days of the date of Secure Journeys correspondence or contact; and

c. genuinely consider any explanation the Employee provides.

23.3 An Employee is deemed to have abandoned their employment where the Employee fails to respond to contact by Secure Journeys or to demonstrate an acceptable reason for the absence. Secure Journeys may give notice in accordance with either clauses 22.1 or 22.2

24. Declarations of charges and convictions

24.1 Employees charges with or convicted of any offence must notify their Centre Manager in writing within 24 hours. The Employee must advise the nature of the charge/conviction.

24.2 Employees may be suspended in accordance with the provisions of clause 21 of this Agreement whilst investigations into the nature of the charge or conviction are conducted. Irrespective of the outcome of these investigations, the services of Employees may be terminated if the approval of the Minister is withdrawn. Evidence of Ministerial withdrawal of approval shall be provided to the Employee if requested.

25. Redundancy

25.1 Redundancy occurs when Secure Journeys decides that it no longer required the job the Employee has been doing to be done by anyone and this is not due to the ordinary and customary Employee turnover.

25.2 A position may be made redundant in circumstances which include, but are not limited to where it is:

- excess of Secure Journeys operational requirements (for operational reasons); or
- no longer required due to the introduction of workplace change (including technology changes); or
- it is transferred to a different location which is not within a reasonable travelling distance due to changes resulting from a review and subsequent restructure of functions within the organization which impact upon the position.

25.3 Redundancy constitutes a significant workplace change, meaning clause 7 – consultation – applies.

25.4 Transfer to lower paid duties.

- Where an Employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated. Secure Journeys may at its discretion, make payment in lieu of notice of an amount equal to the difference between the Employee's former Base Rate of Pay for their ordinary hours of work and the new Base Rate of Pay for their ordinary hours of work for the number of weeks of notice still owing.

25.5 Redundancy Pay

- Secure Journeys will give written notice to an Employee whose position is made redundant which includes the termination date and, where possible, an estimate of the final pay the Employee will receive.
- in addition to the period of notice prescribed for termination of employment in clause 22.2, and Employee whose employment is terminated by reason of redundancy must be paid redundancy pay in accordance with the following scale:

Period of continuous service	Redundancy pay*
Less than 1 year	3 weeks' pay
1 year and less than 2 years	6 weeks' pay
2 years and less than 3 years	9 weeks' pay
3 years and less than 4 years	10 weeks' pay
4 years and less than 5 years	11 weeks' pay
5 years and less than 6 years	12 weeks' pay
6 years and less than 9 years	14 weeks' pay
9 years and over	16 weeks' pay
Employees 45 years old and over	Additional 4 weeks' pay

\* Week's pay means the Base Rate of pay for an Employee's ordinary hours of work.

#### 25.6 Situations where there is no entitlement to redundancy pay.

- a. An Employee is not entitled to redundancy pay if the Employee:
  - i. Resigns prior to receiving written notice of redundancy under clause 25.5(a);
  - ii. Is a casual, specified term or specified task Employee or is dismissed;
  - iii. Is offered, but declines the offer of a suitable alternative position within Secure Journeys;
  - iv. Is offered a suitable alternative position within Secure Journeys, Management & Training Corporation Pty. Ltd. or its subsidiaries or where the Employee accepts an alternative position.

#### 25.7 In calculating service for the purpose of determining an Employee's entitlements to all or any leave authorised by Secure Journeys (whether paid or not) or in the case of termination of employment, notice and/or redundancy pay, the Employee's service shall be calculated from the date upon which the Employee commenced employment with Secure Journeys. Prior service with any previous employer shall not be taken into account for the purposes of calculating any entitlement arising under this Agreement.

#### 25.8 Employee leaving during notice period

- a. An Employee whose employment is terminated by reason of redundancy 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 they remained with Secure Journeys until the expiry of such notice. However, in the circumstances the Employee will not be entitled to payment in lieu of notice.

#### 25.9 Time off during notice period

- a. During the period of notice of termination given by Secure Journeys, 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.

#### 25.10 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 Secure Journeys be required to produce proof of attendance at an interview or they will not receive payment for the time absent. For this purpose, a statutory declaration from the Employee will suffice.

#### 25.11 Nothing in this clause will derogate from the operation of section 120 of the Act. Secure Journeys acknowledges the application of the provisions of section 120(2) of the Act which permit Secure Journeys to seek a variation of the amount of redundancy pay payable to an Employee on application to the Fair Work Commission.

26. Change of service provider

26.1 In the event that the Secure Journeys contract is terminated by Department of Home Affairs, or the contract is not renewed, or the business is otherwise moved from Secure Journeys to another employer ("other employer") then the following arrangements will apply:

- a. Where an Employee accepts employment with the other employer, and the other employer recognises the Employee's period of employment with Secure Journeys as the Employee's service for the purpose of calculating long service leave, accrued annual leave and redundancy pay (see clause 25.5); or
- b. Where an Employee rejects an offer of comparable employment with the other employer and which contains terms and conditions that are no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with Secure Journeys and which recognises the Employee's period of employment with Secure Journeys as service for the purposes referred to in clause 26.1(a), then Secure Journeys, subject to the provisions of the NES, will not be under any obligation to make any redundancy payment to the Employee upon termination of their employment with Secure Journeys.

26.2 Secure Journeys will notify Employees as soon as practicable, when it becomes aware that Secure Journeys contract is to be terminated, or not renewed, or the business otherwise moved to another employer.

- a. The notification to Employees will be in writing, containing options (if any) and details for comparable alternative employment for Employees within Secure Journeys.
- b. If requested by the other employer, Secure Journeys will provide to the successful tenderer a list of Employees who have given permission for their details to be so provided and who wish to be considered for employment by the other employer.
- c. Secure Journeys will provide any Employee whose employment is terminated as a result of a change of service provider with notification in writing of that termination, including details of the Employee's entitlements (including accrued annual leave) and a statement of service (including length of service, hours of work, classification and shift configuration).
- d. Secure Journeys will use best endeavours to facilitate a meeting between the other employer and outgoing Employees who are not offered suitable alternative employment within Secure Journeys.

26.3 Nothing in this clause will derogate from the operation of section 120 of the At. Secure Journeys acknowledges the application of the provisions of section 120 (2) of the Act which permit Secure Journeys to seek a variation of the amount of redundancy pay payable to an Employee on application to the Fair Work Commission.

27. Classification, relevant to the employer's operation are contained in Schedule 1.

28. Remuneration

28.1 Rates of pay

- a. The Base Rates of Pay for the detention services classifications are set out in Schedule 2 of this Agreement.
- b. The Base Rates of Pay for the catering and cleaning services classifications are set out in Schedule 2 of this Agreement.

28.2 Pay increases

The Base Rates of Pay set out in Schedule 2 incorporate the increases.

28.3 Base Rate of Pay, casual rates of pay and aggregate rates of pay.

- a. The hourly and casual hourly rates are all aggregate rates. The aggregate rates provided for are in full consideration of all the requirements of the position in respect of conditions, hours of work, annual leave loading, extended hours and times of employment (penalty and shift allowances), unless otherwise provided in this Agreement.
- b. The aggregate salary represents the guaranteed earnings for a full-time Employee averaging 42 ordinary hours per week over a full year for a Detention Service Employee; except for those Trainee Detention Service Employees attending the Induction/Initial Training Course (ITC) for which ordinary hours of attendance will be 40 per week for the length of the ITC, which will last no longer than 10 weeks.
- c. The aggregate salary for catering and cleaning Employees represents the guaranteed earnings for a full-time Employee averaging 38 ordinary hours per week over a full year.

28.4 Payment

- a. Employees will be paid fortnightly in arrears by means of direct credit (EFT) into a bank account or other financial institution account nominated by an Employee, provided that the financial institution is capable of receiving earnings deposits.
- b. Where a pay error amounting to a full shift's pay (or equivalent) or more occurs in a fortnight pay then an Employee can request a non-pay run electronic transfer of such error amount to be made within 48 hours. Such request will not be unreasonably refused. Additional financial institution fees or other direct costs incurred by Employees as a result of Secure Journeys pay system failures or errors will be reimbursed on a case-by-case basis.
- c. If an Employee's employment is terminated by Secure Journeys they will receive all wage and leave entitlements by electronic transfer as soon as practicable but no later than the next banking day following their termination or as prescribed by legislation.
- d. It is the responsibility of individual Employees to provide their correct banking and home address information to Secure Journeys. In the event of a change in this information, Secure Journeys Payroll should be advised at least 5 days before the next scheduled fortnightly pay deposit.
- e. Subject to the provisions of the Act, where the Employee and Secure Journeys agree an overpayment has occurred, the Employee must agree in writing to a repayment arrangement.

28.5 Higher Duties

An employee who is requested to perform the role of a position for which a higher Base Rate of Pay is fixed by this Agreement, on an hour for hour basis, will be paid the higher Base Rate of Pay for that higher position for the period they are performing the higher duties.

28.6 Superannuation

- a. Secure Journeys will make minimum superannuation contributions on behalf of the Employee in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth).
- b. Contributions must be made to a complying superannuation fund which, among other things, offers a MySuper product. An Employee may nominate a superannuation fund.
- c. If an Employee does not nominate a complying superannuation fund or fails to do so within the prescribed time, Secure Journeys will request the Employee's Stapled Superannuation Fund details from the Australian Taxation Office. Secure Journeys will make contributions to any Stapled Superannuation Fund details received in response to this request. In the absence of a Stapled Superannuation Fund, Secure Journeys will make contributions to the company's Default Fund, which is a compliant funder offering a MySuper product.
- d. In the event the Default Fund ceases to be a compliant fund, Secure Journeys will make the contribution to a complying superannuation fund it nominates.

## 28.7 Salary packaging

- a. Subject to Secure Journeys agreement, an Employee may package part of their Base Rate of Pay for superannuation or other benefits as approved by Secure Journeys from time to time.
- b. An Employee will pay any fringe benefits tax and administration costs incurred as a result of the salary packaging arrangement.
- c. Secure Journeys superannuation contributions under clause 28.6(a) will be calculated based on the relevant pre-salary sacrifice earnings.

## 29. Allowances

### 29.1 Biological cleaning allowance

- a. For the purposes of this clause:
  - i. Biological cleaning means the decontamination, sanitization and/or removal of human waste; and
  - ii. Human waste means human medical, biological, microbiological or pathological products.
- b. An Employee is entitled to the biological cleaning allowance whenever they are:
  - i. Classified as CSE1 or CSE 2 and perform the duties of either classification;
  - ii. Trained to perform biological cleaning in accordance with Secure Journeys training requirements for this purpose as set from time-to-time; and
  - iii. Required to perform the biological cleaning of human waste.
- c. The biological cleaning allowance is detailed in Schedule 2 for all ordinary hours of work performed in each pay period for which the Employee is required to perform the work.
- d. In addition to the relevant Base Rate of Pay, Employees are entitled to payment for the biological cleaning allowance for the purposes of:
  - i. Clause 22.1 and 22.2 – notice periods
  - ii. Clause 25.5 – redundancy pay
  - iii. Clause 28.6 – superannuation
  - iv. Clause 38 – annual leave
  - v. Clause 39 – personal leave
  - vi. Clause 45 – compassionate leave
  - vii. Clause 48 – long service leave
  - viii. Clause 51 – public holidays

### 29.2 Meal taken at post allowance

Secure Journeys shall where practicable display a roster indicating meal reliefs and timings. If an Employee is required by Secure Journeys to take a meal break at their post and the Employee is unable to provide their own meal, the Employee will be provided with a meal of suitable quality by Secure Journeys at a cost prescribed by Secure Journeys from time to time, provided the cost is not more than \$4.00 Where Secure Journeys is unable to supply a meal as envisaged by this clause, Secure Journeys will pay the Employee a meal allowance as detailed in Schedule 2. This sub clause does not apply to an Employee who qualifies for a payment under sub clause 29.6.

### 29.3 Overtime meal allowance

If an Employee is required to perform overtime duty for more than two hours after their usual ceasing time, that Employee will either be provided with a meal of suitable quality or paid a meal allowance as detailed in Schedule 2, and the provision of meals, shall apply to both day and night shifts. The provisions of this sub clause do not apply when the provisions of sub clauses 29.6 and 30.2 apply in relation to the same meal event (eg. When an Employee works overtime whilst travelling away from their Base Location).

### 29.4 Remote district allowance

- a. In addition to the rates of pay prescribed in Schedule 2 of this Agreement, if an Employee is located at a Secure Journeys designated remote district or Centre, that Employee will receive a remote district allowance. The remote district allowance is a flat allowance and separate from an Employee's Base Rate of Pay. Further, this allowance ceases to apply if an Employee transfers from a remote district. The allowance will be paid pro rata fortnightly in arrears in accordance with the normal pay cycle.
- b. From the Commencement Date of this Agreement, the only site designated as a remote district Centre is Christmas Island (CI). For this site, the remote district allowance will be payable to all Employees working on Christmas Island, including permanent (full-time), part-time, specified term, casual and will also apply to Employees on secondment or working under fly-in fly-out arrangements.
- c. For all other remote districts or Centres (as designated by Secure Journeys), the remote district allowance will only be payable to full-time, part-time or specified term Employees permanently located at the district or centre.
- d. The respective allowances are detailed in Schedule 2.

#### 29.5 Christmas Island annual leave travel allowance

- a. A travel allowance will be paid per annum to Employees who have completed six months continuous service in a full-time or part-time position with Secure Journeys on Christmas Island and are currently employed at Christmas Island, and who seek the allowance for travel taken while on annual leave, personal or carer's leave, or compassionate leave.
- b. The respective travel allowances are detailed in Schedule 2.
- c. Employees are required to serve six months continuous months on Christmas Island before qualifying for the travel allowance. However, Employees who have less than six months continuous service at Christmas Island and who are required to proceed on annual leave to suit Secure Journeys requirements, will be paid the allowance upon presentation of a receipt for travel expenses at the end of their six month's service.
- d. The travel allowance will be primarily for the reimbursement of airfares for an Employee and the Immediate Family to attend to personal matters including bereavement. However, it may be used for the reimbursement of the costs of a holiday package, which include a flight component.
  - i. The CI travel allowance may be accrued from year to year. However, it cannot be converted to a cash payment at any time.
  - ii. Part-time Employees are entitled to the travel allowance concession on a pro rata basis according to the usual number of hours worked per week.

#### 29.6 Travelling and working away from Base Location

- a. Where an Employee is travelling under the instructions of Secure Journeys, the Employee will be deemed to be working. Secure Journeys will pay for all costs actually and reasonably incurred, associated with such travel (including travel and accommodation), on the basis of the most economical method of travel.
- b. Where Secure Journeys requires an Employee to perform duty at other than their Base Location, Secure Journeys will pay the Employee, in addition to all other entitlements, for all time in excess of that normally taken to travel between the Employee's residence and their Base Location. Pay will be at the relevant Rate of Pay in Schedule 2. In addition, if an Employee uses their own vehicle, Secure Journeys will pay the Employee for all excess travelling at the rate prescribed by the Corrections and Detentions (Private Sector) Award 2020.
- c. Where an Employee is travelling under the instruction of Secure Journeys or is required to perform duty other than at their Base Location and does not require an overnight stay or is not on a secondment, they will be entitled to the following meal allowances as detailed in Schedule 2.
  - i. Breakfast – when travel commences before 6:00 am and concludes after 8:00 am;
  - ii. Lunch – when travel commences before 11:00 am and concludes after 1:00 pm;
  - iii. Dinner - when travel commences before 6:00 pm and concludes after 8:00 pm;
  - iv. Evening – when travel commences before 11:00 pm and concludes after 1:00 am.

- v. Secure Journeys utilize an average of Google maps data (most direct route with tolls) to obtain an Employee's distance travelled (km and time), as captured at the time of 7am; and
- vi. Secure Journeys will add 10 minutes contingency to the travel time.
- d. Attendance at an APOD
  - i. All Detention Service Employees required to attend for work directly at an APOD will be paid a maximum of 15 minutes handover briefing time provided where the Employee actually works 15 minutes in excess of their ordinary hours. Where these Employees work ordinary time, and receive a 15 minute handover briefing period as provided above, the handover briefing period shall be paid at overtime rates.
  - ii. All expenses incurred by an Employee associated with attendance at an APOD will be reimbursed within 48 hours or as soon as practicable on receipt by Secure Journeys of a validated and appropriately authorised claim for reimbursement.
  - iii. An Employee can be required to attend an APOD except where there are exceptional circumstances which would make the Employee's attendance at the APOD particularly onerous or where the Employee can demonstrate that there are extenuating circumstances excusing the Employee's attendance at the APOD.
  - iv. Where an Employee performs a day shift (e.g. 6am/7am) at an APOD and their travel commences or concludes within the times prescribed in the Meal Allowance clause, the Employee will be paid any and all applicable meal allowances triggered across each prescribed meal time for working hours and commute cover the relevant meal allowance times prescribed in the Meal Allowance clause e.g. breakfast, lunch and dinner);
  - v. Where an Employee performs a night shift (e.g. 6pm/7pm to 6am/7am) at an APOD and their travel commences or concludes within the times prescribed in the Meal Allowances Clause, the Employee will be paid any and all applicable meal allowances triggered across each prescribed meal time for the duration of their shift and travel (this may include multiple allowances should an Employee's working hours and commute cover the relevant meal allowance times prescribed in the Meal Allowance Clause e.g. dinner, evening and breakfast).
- e. Domestic travel expenses
  - i. Where an Employee is travelling under the instruction of Secure Journeys or is required to perform duty other than at their Base Location, and does require an overnight stay, Secure Journeys will pay the cost of the accommodation, and the Employee will be paid domestic travel allowance expenses as detailed in Schedule 2 for each night they are away from home. This amount covers the cost of all meals. Accordingly, the travelling meal allowance in clause 29.6(c) and the overtime meal allowance in clause 29.3 will not apply.
  - ii. Travel time will be paid at the applicable Rate of Pay as contained in Schedule 2.
- f. Secondments
  - i. Where an Employee accepts a secondment to work at a location other than their Base Location, and which does require an overnight stay(s) then Secure Journeys will pay the cost of accommodation.
  - ii. The location of that secondment becomes the Base Location for the period of that secondment. The payments and allowances in clause 29.6 will not apply whilst on secondment.
  - iii. For the period of the secondment, the Employee will be paid a secondment hardship allowance, either on a weekly or per night basis as detailed in Schedule 2. The allowance will be paid pro rata fortnightly in arrears in accordance with the normal pay cycle, with the entitlement to be separately calculated and payable for each pay cycle. The allowance is subject to PAYG tax.
  - iv. This hardship allowance will continue to be paid during any period of paid sick/personal/career's leave taken during the period of the secondment but will not be paid during any other forms of leave taken during the period of the secondment.
  - v. Secure Journeys will pay the Employee for all travel time on both the forward journey to and return journey from the place of secondment. In calculating the travel time on each leg, the time that it normally takes to travel to and from their Base Location (prior to the secondment), is deducted.

- g. All travel authorised and paid for by Secure Journeys will be economy transport by the most direct route.

#### 29.7 Shared accommodation allowance

- a. When an Employee is directed by Secure Journeys to share a bedroom facility with another Employee or other Employees at a location which is designated under clause 29.4 as a remote district/Centre, the Employee will be entitled to receive the shared accommodation allowance. The respective rates are detailed in Schedule 2.
- b. The allowance in sub clause 29.4(a) is not payable when:
  - i. There is a private arrangement between individuals to share accommodation; or
  - ii. An Employee shares accommodation with another Employee but is not required to share a bedroom facility with them (e.g. an Employee who stays in an apartment which has two or more bedroom and has a bedroom for each Employee) is not entitled to the allowance.

#### 29.8 Incident response team (IRT) loading or flat allowance

- a. This clause shall only apply when an Employee performs IRT work on an IRT site designated by Secure Journeys as such which is the Employee's Base Location (or a workplace located within a reasonable commuting distance). Appointment of an Employee to perform IRT work shall be subject to the following:
  - i. The Employee being trained by Secure Journeys as an IRT officer to perform and actually performing IRT work;
  - ii. The Employee fulfilling the training and compliance requirements for appointment to perform IRT work as determined by Secure Journeys, such requirements may be varied by Secure Journeys from time to time;
  - iii. Secure Journeys rostering the Employee on IRT work at a post designated by the IDN Director of Operations or IDN Senior Contract Director as an IRT post;
  - iv. The Employee who fulfills the above requirements will be paid a 10% loading for all IRT work actually performed during ordinary time on any shift calculated with reference to the Employee's Rate of Pay as set out in Schedule 2 of the Agreement;
  - v. Apart from the payment of this allowance for overtime set out below, the allowance shall not be paid for any other purpose of the Agreement;
  - vi. If the Employee performs IRT work in overtime, the calculation shall be the rate set out in Schedule 2 – Base Rate of Pay, plus 10% IRT loading, plus overtime;
  - vii. The IRT loading shall be calculated and paid daily where IRT work is actually performed on that day. The IRT loading does not apply to any Employee that is absent from work on any day for any reason.
- b. This clause shall only apply to an accredited DSO or an accredited DSM where that Employee is located at a non-IRT designated site, does not perform IRT work on that site but is in readiness to perform an IRT designated site if and when the site is declared by Secure Journeys to be an IRT designated site, as follows:
  - i. The non-IRT designated site shall be one of AIDC, PIDC and NAPOD;
  - ii. The non-IRT designated site shall be the Employee's Base Location where the Employee does not perform IRT work but maintains readiness to perform IRT work;
  - iii. The Employee shall be paid a flat allowance amount as detailed in Schedule 2. This payment does not apply for any other purpose of the Agreement.
- c. The payments specified in clauses 29.8(a) and 29.8(b):
  - i. Will not apply where there is a deployment arrangement to perform IRT work, such as a secondment, or other temporary transfer;
  - ii. Will not both apply at the same time. If 29.8(a) applies, then the allowance in 29.8(b) will not apply;
  - iii. Will cease to apply or have any legal effect when the Department of Home Affairs determines the IRT arrangements referred to in the Agreement shall end.

## 29.9 Wellbeing allowance

- a. A wellbeing allowance in the following amounts will be paid to Employees in compensation for the inconvenience of working unsociable hours subject to the eligibility requirements in this clause;
- b. The amounts of the wellbeing allowance specified below will be calculated pursuant to an Employee's Base Rate of Pay as detailed in Schedule 2 for the ordinary hours of work performed on specified days as follows:

Period	First pay period commencing 2025	First pay period after 1 July 2025
Weekday night	1.3%	1.34%
Saturday day	1.6%	1.65%
Saturday night	10%	10.35%
Sunday day	1.65%	1.71%
Sunday night	10%	10.35%

- c. Wellbeing work definitions:
  - i. Weekday night means the hours worked Monday to Thursday between 6pm and 6am and Friday between 6pm and 11.59pm;
  - ii. Saturday day means hours worked on a Saturday between 12am and 6pm;
  - iii. Saturday night means all hours worked between 6pm on a Saturday and 6am on the following Sunday, or clause 29.9(c)(vi);
  - iv. Sunday day means hours worked on a Sunday between 6am and 6pm;
  - v. Sunday night means all hours worked between 6pm on a Sunday and 6am on the following Monday, or clause 29.9(c)(vi);
  - vi. Where a Centre (including an APOD) has different work patterns for shifts spanning midnight Saturday night or Sunday night, those will be accounted for so an Employee receives the applicable wellbeing allowance for the whole shift, e.g. 7pm to 7am or 5.30pm to 5.30am.

Example 1. A DSO performing work at a Centre where the roster provides for night work to be performed between 6pm and 6am, but who is rostered to work Saturday 12pm to 9pm, will receive the Saturday day wellbeing allowance from 12pm to 6pm and then the Saturday night wellbeing allowance from 6pm to 9pm.

Example 2. A DSO performing work at a Centre where the roster provides for night work to be performed between 7pm and 7am who is rostered to work Saturday 7pm to Sunday 7am will receive the Saturday night wellbeing allowance for the entirety of the shift.

- d. The wellbeing allowance:
  - i. Will apply to secondments where the secondment becomes the Employee's Base Location;
  - ii. Will apply to Detention Service Employees performing rostered IRT work;
  - iii. Will apply to Employees performing work away from their Base Location, subject to sub clause 29.9(d)(iv);
  - iv. Will not apply to the circumstances in which clause 30 applies, insofar as clause 30 to any IAA transport and escort;
  - v. Will not apply to the circumstances described in clause 51 (public holidays);
  - vi. Will not be paid in circumstances where work is not performed, such as when an Employee is absent for any reason.
- e. Calculating working time falling on weekends and weekdays will be based on the time zone applicable to the Employees Base Location;
- f. In this section, work means ordinary hours of work actually performed and does not include time spent travelling outside of an Employee's ordinary hours of work and/or any IAA return journey without a Detainee, overtime work or period of absence for any reason;
- g. A casual or part-time employee, who is engaged to perform work in a catering or detention service classification as set out in the Agreement, who only performs a Saturday shift or Sunday shift or night shift (or a combination of these) in a particular pay

- cycle (Shift Pay Cycle) will have their earnings reconciled on a quarterly basis (Reconciliation).
- h. The Reconciliation will compare the payments made to the casual or part-time detention services Employee for the Weekend Shift Pay Cycle (Actual payments) against the applicable payment under the Corrections and Detention (Private Sector) Award 2020 (CD Award);
- i. Where the Reconciliation identifies a shortfall between the Actual payments and the CD Award, Secure Journeys will make a top up payment to the relevant casual or part-time detention services Employee which is the difference between the Actual Payments and the CD Award payment plus 1% (Top Up Payments);
- j. The Top Up Payments will be made in the next full pay cycle after the Reconciliation is completed by Secure Journeys;
- k. Affected Employees will be provided with information on reconciliation payments made and Secure Journeys will respond to any questions they have.
- l. A casual or part-time employee, who is engaged to perform work in a cleaning classification as set out in this Enterprise Agreement, who only performs a Saturday shift or Sunday shift or night shift (or a combination of these) in a particular pay cycle (Shift Pay Cycle) will have their earnings reconciled on a quarterly basis (Reconciliation);
- m. The Reconciliation will compare the payments made to the casual or part-time cleaning employee for the Shift Pay Cycle (Actual Payments) against the applicable payments under the Cleaning Services Award 2020 (CS Award);
- n. Where the Reconciliation identifies a shortfall between the Actual Payments and the CS Award, Secure Journeys will make a top up payment to the relevant casual or part-time cleaning employee which is the difference between the Actual Payments and the CS Award payments plus 1% (Top Up Payments);
- o. The Top Up Payments will be made in the next full pay cycle after the Reconciliation is completed by Secure Journeys;
- p. Affected employees will be provided with information on reconciliation payments made and Secure Journeys will respond to any questions they have.

#### 29.10 Increase in allowances

- a. The allowances or costs prescribed in clauses 29.2, 29.3, 29.4(d), 29.6(c) and 29.6(f)(iii) will be increased in accordance with Schedule 2.
- b. The allowances prescribed in clauses 29.1(c), 29.5, 29.7 and 29.8(b)(iii) as set out in Schedule 3 incorporates an increase equal to the percentage increase in minimum Base Rates of Pay set out in clause 28.2;
- c. The amount of \$4.00 mentioned in clause 29.2 will not be increased during the period of operation of this Agreement;
- d. Unless explicitly stated otherwise, the allowances and payment provided for in the Agreement are not all-purpose payments.

### 30. Transport and escort (T&E)

#### 30.1 General

- a. When an Employee undertakes T&E duties away from their Base Location, the provisions of sub clause 29.6(c), 29.6(d), 30.1(b), 30.1(c) and 30.2 apply. The provisions of this sub clause do not apply when the provisions of sub clause 29.6(e) and/or 29.6(f) apply;
- b. When an Employee is on escort within Australia normal rates of pay will apply when escorting with a Detainee, including overtime rates if applicable, but an Employee will be paid ordinary time (without overtime) where the escort is returning without a Detainee. This ordinary time worked will be used for the accrual of ordinary time within the roster. Payment does not apply to periods of stand down (time not travelling or worked; e.g. overnight accommodation time);
- c. When an Employee is on international escort then normal rates of pay shall apply when escorting with a Detainee including overtime rates if applicable, but an Employee will be

paid ordinary time (without overtime) where the escort is returning without a Detainee. This ordinary time worked will be used for the accrual of ordinary time within the roster.

- d. Payment does not apply to periods of up to 10 hours duration in any 24 hours as a stand down time (i.e. overnight accommodation time) but does not include travelling time, time in transit, time waiting to travel or time otherwise worked on Secure Journeys duties. Where an Employee
- e. Where an Employee's roster permits and the Employee elects to stay over for additional time (subject to Secure Journeys approval), this time will be unpaid and any additional costs will be borne by the Employee.

30.2 Escorts requiring an overnight stay

- a. Where an Employee performs duty away from their Base Location and requires an overnight stay during a period of stand down whilst off duty, Secure Journeys will pay the cost of accommodation, and the Employee will be paid the domestic travel allowance expenses in clause 29.6(e) for each night they are away from home. This amount covers the cost of meals. Meal allowances in clauses 29.3 and 29.6(c) will not apply;
- b. Where an Employee remains on duty overnight, and no accommodation is required, the domestic travel allowance expenses in clause 29.6(e) will not apply. The T&E meal allowance in sub clause 29.6(c) hereof will still apply, unless a meal is provided to the Employee.

30.3 International Aviation Assignments (IAA)

- a. Secure Journeys will ensure all Detention Services Employee, who meet Secure Journeys criteria, have a reasonably equitable opportunity to perform International Aviation Assignments;
- b. Subject to operations needs specified for a particular IAA, systems will be developed nationally to ensure equitable distribution of IAAs among all Detention Service Employees who are trained to undertake these tasks. Employees at each Centre will register an interest with Secure Journeys that they wish to be considered for IAAs. Employees who meet the criteria will be trained and then included on the IAA register at their Centre. The IAA register will be displayed and will be accessible to all Employees. If an Employee does not wish to remain on the IAA register, they may request to be removed from the register. Agreed national arrangements may apply to the rotation method for Employees on the IAA register subject to operational requirements.

Prior to the Employee accepting the IAA, Secure Journeys will obtain from the Employee authority to alter any remaining rostered shifts, if Secure Journeys intends on altering existing roster arrangements. At the time on offer of an IAA is made, Secure Journeys will provide anticipated timings of the IAA, including accommodation arrangement and times. When an Employee agrees to undertake an IAA, they agree to vary their rostered hours for the duration of the assignment. The rostered hours that the Employee would have had at their Centre therefore do not apply for the duration of the assignment.

- c. Each Employee who is included on the IAA register will have received training necessary to conduct IAAs. Training will be provided by Secure Journeys in line with Secure Journeys training plan;
- d. Secure Journeys will select Employees conducting IAAs who meet the operational needs specified by the task but will endeavour, where practicable, to select Employees from the IAA register applicable at the departure point;
- e. Secure Journeys will discuss the proposed date/time that the Employee will re-engage at their Centre with the Employee. The agreed date/time must take into account work, health and safety of the Employee, the predicted impact of the travel on the Employee and can be no earlier than 10 hours after completion of the assignment.

31. Ordinary hours of work

31.1 The corrections and detention industry operations 24 hours per day, 7 days a week (including weekends and public holidays). Subject to the terms of this Agreement, Employees may be rostered to work their ordinary hours of work on any day and at any time in a day in order to meet operational requirements.

31.2 Shifts may include a maximum of 12 ordinary hours of work and a minimum of 4 ordinary hours of work.

31.3 All Detention Service Employees:

- a. The ordinary hours of work will not exceed 12 hours per shift. A Detention Service Employee shall be paid a maximum of 15 minutes paid at overtime rates in accordance with clause 33.4 as handover time; provided that the Employee actually works 15 minutes in excess of their ordinary hours of work to receive a handover briefing and further:
  - i. The Employee is working at a Centre which is their Base Location (including any secondment site), at the commencement of the shift; and
  - ii. The work performed is at a post which is operationally designated, considering factors such as security, safety and risk, as requiring a handover briefing and is approved by Secure Journey IDN Director of Operations or IDN Senior Contract Director; or
  - iii. If an Employee is directed to work at an APOD, the APOD is:
    1. The location which is the Employee's place of work at the commencement of the Employee's shift
    2. A location which is a temporary place of detention where the Detainee is accommodated, provided that the location is neither a Centre or a permanent Facility;
    3. A location which is not a place of secondment; and
    4. Is a location which is not a place of work while in transit, such as air travel while on an international removal, or when travelling in a vehicle, or travelling on any T&E assignment.
- b. All hours of work provisions contained in this Agreement will be read in conjunction with section 62 of the Act and any dispute arising under this Agreement or the NES will be dealt with in accordance with clause 9 of this Agreement.

31.4 Full-time Employees

- a. For Detention Service Employees, the ordinary hours of work per week will be an average of 42 hours a week or 504 hours in any 12-week period (settlement period). For cleaning and catering positions, the ordinary hours of work will be an average of 38 hours per week or 456 in any 12-week period (settlement period). These average hours may be achieved by working a minimum of 8 and a maximum of 49 ordinary hours in any one week unless otherwise agreed between the Employee and Secure Journeys.
- b. Secure Journeys may roster an Employee to work additional hours exceeding 38 hours per week subject to the reasonableness of the request with regard to the criteria set out in s 62(3) of the Act;
- c. Full time jobs are the preferred employment arrangement for work performed in Detention Work;
- d. Subject to the requirements of the Commercial Contract and applicable legislation, labour hire and third party supplied labour will only be used where it is not practicable to use directly employed labour.

31.5 Part-time Employees

For Detention Service Employees the weekly span of agreed ordinary hours for a part-time Employee may be more than 24.5 and less than 38.

31.6 Casual Employees

Casual Employees' ordinary hours of work are as follows:

- a. Detention Service Employees - up to 12 hours per day and up to 84 hours per fortnight
- b. Catering and cleaning Employees – up to 8 hours per day and up to 76 hours per fortnight.
- c. Payment for the hours a casual Employee works in excess of the above will attract the overtime penalties as set out in clause 33, calculated on the Base Rate of Pay for full-time Employees.

### 31.7 Minimum payments

- a. An Employee who is called up and reports for duty will be paid a minimum payment of four hours at the appropriate rate.
- b. This clause does not apply where a period of duty is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

### 31.8 Roster

- a. Employees will work shifts in accordance with a roster established by Secure Journeys. Secure Journeys will establish rosters, and deploy Employees to rosters, to meet the operational needs of the work area. Once established, any major changes to the roster must be discussed in the first instance within the consultative committee. Following consultation, Secure Journeys must provide 14 days' notice to Employees of the changes.
- b. For major network wide roster changes Secure Journeys will establish a working group composed of union representatives and Secure Journeys project staff. The working group will jointly establish best practice principles and facilitate the ongoing consultation process and implementation of rosters.
- c. Rosters, and any change of significance to rosters to apply at each Centre or site will, as far as practicable and if possible to do so, be developed through local consultative processes having regard to Employee and fluctuating operational requirements.
  - i. Local consultative processes on rosters shall need consultation with the local consultative committee, as well as affected Employees and their Employee representatives, nominated by Employees pursuant to clause 10.
  - ii. Consultation
    - Each affected Employee shall be given the right to consider changes in group briefing sessions. Attendance at briefing sessions shall not exceed 1 hour and shall occur during an Employee's ordinary working time without loss of pay. After the briefing time, Secure Journeys shall distribute the proposed roster changes and a written explanation of such changes to the attendees. If an Employee is unable to attend a group briefing session for whatever reason, Secure Journeys shall provide such Employee with roster changes and the reason for such change. The parties to the agreement and the local consultative committee will then monitor the practical application of work practices including the operation of clause 31.8.
- d. The consultative process will include consideration by Secure Journeys of any alternate proposal put by Employees and/or their representatives, and if such alternate proposal cannot be adopted Secure Journeys will provide written reasons why that alternate proposal could not be adopted, such reason must be based on genuine operational grounds.
- e. The above provision will not apply where Secure Journeys having complied with the consultation requirements set out in clause 31.8(c)(ii) above and clause 7 of this Agreement reaches a written agreement with the majority of the Employees in any operational area to change their rosters. In such circumstances, the Employees shall work according to the roster changes agreed, until such time as the roster is changed in a manner set out in this Agreement.
- f. Centre based rosters will include one block of no less than three clear consecutive rostered days off in a 28-day period. This block of clear consecutive rostered days off

may be extended to a period of more than three days by agreement after consultation with staff in accordance with clause 31.8(c)(ii) hereof.

g. Where possible national consistency across Centres will apply to the underpinning features of rosters developed locally. The guidelines to be used in developing rosters will include:

- i. Single shifts should not be preceded by or followed by a day off;
- ii. A maximum of 4 consecutive night working shifts;
- iii. A maximum of five consecutive 12-hour shifts to be worked;
- iv. Shift workers will have two consecutive whole days off in each seven-day period;
- v. Shift workers at each Centre will work a roster that provides for a reasonable level of equity between Employees in terms of the number of weekend days and nights worked in the life of a roster;
- vi. All days off, including the break of the longest duration within a 28-day period, should provide the least disruption to the Employee's work/life balance;
- vii. The last shift where practicable prior to the break of the longest duration within a 28-day period must be a night shift.

### 31.9 Shift swapping

Where two or more Employees agree among themselves to swap shifts (working days or times), the following criteria shall apply:

- a. No roster adjustments will take place or overtime be paid as a direct result of the shift swap. The swap must balance hours for each Employee within the settlement period of the swap or the subsequent settlement period.
- b. Employee are permitted to swap shifts (days or times) provided the operational requirements of Secure Journeys are met and the relevant supervisor or manager has granted permission.
- c. Approval for shift swaps will not be unreasonably withheld and must follow Centre processes in place from time to time, including the recording of swaps as locally agreed.
- d. Shift swaps will be available to people within the same classification Level.

### 31.10 Daylight saving

During any working period in which clocks are put forward or back because of daylight saving starting or ending, payment will be for the actual number of hours worked regardless of the change of clocks.

## 32. Flexible working arrangements

32.1 It is recognised that the work available in Centres covered under this Agreement varies from Centre to Centre. In recognition of the fluctuating occupancy levels in some Centres and the difficulties this can create, it is agreed that flexible work practices are essential to the effective operation of each facility, while maintaining the benefits to Employees of a roster that provides reasonable certainty and stability over the roster period. The hours of work and overtime provisions will be read in conjunction with the NES and section 62 of the Act.

32.2 The ordinary hours of work of Detention Service Employee shift workers will be inclusive of meal times worked in shifts that average 42 hours per week up to a maximum of a 12-week period (settlement period). The ordinary hours of work of catering and cleaning Employees that average 38 hours per week in a 12 week period will be exclusive of unpaid meal breaks.

32.3 When short term operational needs occur outside the normal roster, these requirements may be met first by offering casual Employees the available shift unless there are specific operational reasons, such as a required skill set, that are only available within the full-time or part-time workforce.

32.4 If no casual Employee is available and/or a full-time or part-time Employee is required, Secure Journeys will consult with permanent full-time and part-time Employees to work the shift, having regard to the skills required on that shift.

32.5 The Employee(s) may have, with 48 hours' notice, a shift or shifts moved within the agreed settlement period. Shift(s) may be brought forward or postponed and the rest day which the shift replaces will be scheduled within the settlement period. When an Employee is directed to move a shift, regard shall be had to:

- Any potential adverse impact on the Employee's health and safety;
- Personal circumstances including any family responsibilities; and
- Any other relevant matter.

32.6 If a compensatory rest day cannot be granted within the agreed settlement period then the shift worked will attract payment as overtime in accordance with clause 33.

32.7 These provisions will apply to both full-time and part-time Employees.

32.8 The above notification periods can be waived by agreement between Secure Journeys and the Employee and do not apply to transport and escort assignments agreed between an individual Employee and Secure Journeys.

### 33. Overtime

33.1 Secure Journeys may require an Employee to work reasonable overtime. Reasonable overtime will be determined having regard to:

- Any risk to Employee's health and safety from working additional hours;
- The Employee's personal circumstances, including family responsibilities;
- The operational needs of the Centre in which the Employee is employed;
- Any notice given by Secure Journeys of any request or requirement to work additional hours;
- Any notice given by the Employee of their intention to refuse to work additional hours;
- The usual patterns of work in the industry and the Centre;
- The nature of the Employee's role and level of responsibility;
- Any other relevant matter.

33.2 A Detention Services Employee is entitled to overtime for all hours worked:

- In excess of 12 hours on any one shift; or
- In excess of 84 hours in a fortnight; or
- Outside the rostered hours of work other than a shift swap, shift change or returning from escort duty without a Detainee;
- In excess of the hours under clause 12.3(b) or varied under clause 12.3(c) for part-time Employees;
- An exception to this is overtime payments for T&E work that are considered differently and will be made in accordance with the terms of clause 30.

33.3 A cleaning or catering Employee is entitled to overtime for all hours worked:

- In excess of 8 hours on any one shift; or
- In excess of 76 hours in a fortnight; or
- Outside the rostered hours of work other than a shift swap.

33.4 Overtime is paid at:

- a. 150% of the relevant Base Rate of Pay in Schedule 2 of this Agreement for the first 2 hours; and 200% of the relevant Base Rate of Pay in Schedule 2 of the Agreement thereafter on Monday to Sunday;
- b. 250% of the relevant Base Rate of Pay in Schedule 2 of this Agreement for all hours on public holidays.

33.5 In calculating overtime payments each day stands alone.

33.6 Secure Journeys cannot require an Employee to work more than 16 hours in any one day, except in the case of an emergency.

33.7 Where an Employee works so much overtime that the time between the termination of work on one day and the commencing time of ordinary hours of work on the next day means that they have not had at least 10 consecutive hours off duty between those times then, subject to this clause, the Employee shall be released after the completion of the extended shift until they have had 10 consecutive hours off duty, without loss of pay for ordinary hours of work occurring during such absence. An Employee will be paid from the normal starting time of the shift notwithstanding that they may have commenced work later due to the operation of this clause. This clause will not apply to transport and escort IAs.

33.8 Where an Employee on a T&E IAA assignment works so much overtime that the time between the termination of work on one day and the commencing time of ordinary hours of work on the next day means that they have not had at least 8 consecutive hours off duty between those times then, subject to this clause, the Employee shall be released after the completion of the extended shift until they have had 8 consecutive hours off duty, without loss of pay for their ordinary hours of work occurring during such absence.

33.9 Where an Employee is on a T&E IAA Secure Journeys will, subject to the aviation schedule, attempt to give the Employee 10 consecutive hours off duty between finishing overtime work on one day and commencing ordinary work on the next day. Secure Journeys cannot alter the aviation schedule that the Australian Government provides to Secure Journeys.

33.10 If such an Employee resumes or continues work without having had such period off duty on Secure Journeys instruction, the Employee must be paid at double time until released from duty for such period and is then entitled to be absent until the Employee has had such period off duty without loss of pay for their ordinary hours of work occurring during such absence.

33.11 Secure Journeys and an Employee may agree to the Employee taking time off in lieu of payment for overtime at a time or times captured in such an agreement. Overtime taken as time off during ordinary hours of work will be taken at the relevant Base Rate of Pay which is an hours for each hour worked.

34. Cleaners and caterers weekend payments

34.1 This clause applies to Employees employed in the following classifications only:

- a. Cleaning Service Employee at Level 1 and Level 2;
- b. Catering Employees at Introductory Level Catering, Catering Assistants, Chefs and Head Chefs

34.2 Weekend payments

Day	Cleaning Employees	Catering Employees
Saturday payment	26%	23%
Sunday payment	67%	56%

34.3 For the purpose of this clause:

- a. The weekend payments are to be paid on the hourly Base Rate of Pay provided in Schedule 2.
- b. The weekend payments will be paid to an Employee classified above who performs ordinary time work on either a Saturday or a Sunday. The rate shall apply for the full period of the ordinary time work performed on such days. Meal breaks do not count as ordinary time work performed.
- c. Saturdays and Sundays refer to calendar days of the week.
- d. Where ordinary time work is performed on a shift on a Saturday or Sunday, which also falls on a public holiday as defined in Clause 491, the Employee shall be paid public holiday penalty rates in accordance with clause 49.6 of this Agreement.
- e. If an Employee is entitled to public holiday penalty rates under clause 49, these rates will apply in substitution for the weekend payments as prescribed in this clause.
- f. Where an Employee is entitled to both the weekend payments set out in this clause and the wellbeing allowance referred to at clause 29.9, an Employee shall only be paid the greater of the payments arising from these two entitlements.

34.4 Both the relevant hourly Base Rates of Pay as provided in Schedule 2 and this weekend payment form part of the Base Rate of Pay for the purpose of payment according to the terms of the following clauses, where applicable:

- a. Clause 22.1 and 22.2 – notice periods
- b. Clause 25.5 – redundancy pay
- c. Clause 28.6 – superannuation
- d. Clause 38 – annual leave
- e. Clause 39 – personal leave
- f. Clause 45 – compassionate leave
- g. Clause 48 – long service leave
- h. Clause 51 – public holidays

## 35. Breaks

- 35.1 A Detention Service Employee is entitled to a paid meal break of not less than half an hour. Where a cleaning or catering Employee performs ordinary time work of between 5 and 8 hours, the Employee shall be entitled to an unpaid meal break. Where a cleaning or catering Employee performs ordinary time work of 8 hours or more, the Employee shall be entitled to a paid meal break. In each case, the meal break shall be not less than 20 minutes. Such meal breaks must commence no more than 6-hour after the commencement of a shift. A meal break roster will be developed at each Centre. Such break would only be interrupted in an emergency or other pressing circumstance. Secure Journeys will provide a dedicated meal area with cooking and refrigeration appliances at each Centre of the sole use of Employees who are on breaks.
- 35.2 An Employee is entitled to a 10-minute rest break in the first half of each shift at a time to be nominated by Secure Journeys. Such breaks will be without deduction of pay if taken at the workplace or other place nominated by Secure Journeys. However, if engaged to work for a period of 4 hours or less, the Employee shall not be entitled to the benefit of this clause. If an Employee is required to work more than two hours overtime after the completion of the Employee's rostered hours, the Employee must be given an additional 20-minute paid break.
- 35.3 As a result of the operation of clause 35.1 and 35.2 above, a cleaner or catering Employee will be entitled to an aggregate of a 30 minutes break, in a 10 minutes and 20 minute block. Therefore, these Employees will work an average of 38 hours per week.

36. Notification of rosters and work location

- 36.1 An Employee's starting and finishing times or work will be advised personally or posted in an accessible place at their workplace at least 7 days prior to the commencement of the roster.
- 36.2 The effectiveness of roster arrangements will be discussed through the consultation processes at each Centre.
- 36.3 Subject to operational needs specified for a particular secondment, systems for all secondments will be developed for each Centre to ensure equitable distribution of secondments among all eligible Detention Services Employees. Employees at each Centre will register their interest with Secure Journeys that they wish to be included on the secondment register. If an Employee does not wish to continue to take secondments, they may request to be removed from the secondment register. If for whatever reason the secondment is refused/unsuitable by the Employee, the secondment will be offered to the next person on the secondment register. Agreed local arrangements may apply to the rotation method for Employees on the secondment register.

37. Attendance at meetings

- 37.1 Where an Employee is rostered off duty and is required to attend a meeting for an authorised site/Centre Consultative Committee, Workplace Health & Safety meeting, or other joint Employee/Secure Journeys meeting, the Employee will be granted time off in lieu for participation in or attendance at such authorised meetings. When 12 hours has accrued a paid ordinary time shift will be taken off with the agreement of the site/Centre manager. A minimum period of 3 hours will be allocated to each meeting. Where the Employee is required to attend a meeting at locations other than their normal workplace, the provisions of clauses 29.6(b) excess travelling shall apply. All reasonable steps will be made by Secure Journeys to arrange such meetings while the relevant Employees are on shift.

38. Annual Leave

- 38.1 If an Employee is a full-time Employee they shall be entitled to 210 hours (5 weeks) annual leave for each completed 12 months of service, exclusive of public holidays. If an Employee is a part-time Employee their entitlement is calculated pro rata on the basis of 5 weeks for each completed 12 months of service, exclusive of public holidays. An Employee may request prepayment of salary when taking annual leave where special circumstances exist, such as the Employee taking leave to travel overseas.
- 38.2 Annual leave accrues progressively during a year of employment and accumulates from year to year. Annual leave shall be taken as time mutually agreed by Secure Journeys and the Employee. Where agreement cannot be reached, leave will be taken at the direction of Secure Journeys.
- 38.3 The taking of annual leave should be planned as far in advance as possible, taking into account operational requirements and Employees' preferred dates. Applications for annual leave may be made and approved at short notice, subject to operational requirements.
- 38.4 Each Centre will establish an annual leave plan. Employees will be required to submit applications for leave in accordance with the plan.
- 38.5 Secure Journeys will endeavour to facilitate the Employee's preference(s) within the limits of the annual leave plan.

38.6 In accordance with section 88 of the Act, Secure Journeys will not unreasonably refuse an Employee request to take annual leave. In dealing with such requests, Secure Journeys will take into account the following:

- a. The need for compliance with the annual leave plan;
- b. The need to adhere to the annual leave plan for sound operational reasons; and
- c. Cases of genuine hardship, or good personal reasons.

38.7 If an Employee is planning a long-term absence on annual leave and they have sufficient annual leave accruals to cover the absence, Secure Journeys may grant the leave provided the Employee applies giving sufficient notice to allow Secure Journeys to accommodate the changes to the annual leave plan to ensure shifts are not left vacant.

38.8 Cashing out annual leave

- a. An Employee and Secure Journeys may agree to an Employee cashing out part of their annual leave provided that:
  - i. the Employee's remaining accrued leave entitlement to paid annual leave is not less than that prescribed in the NES; and
  - ii. Each request to cash out annual leave is made by a separate agreement in writing between the Employee and Secure Journeys.
- b. Any payments pursuant to this clause of the Agreement will be paid with reference to the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.

39. Personal leave

39.1 Personal/carer's leave is provided for in the NES and this clause which supplements and provides more favorable terms than those provided in the NES. The provision of this clause applies to full-time and part-time Employees and specified term Employees, but do not apply to casual Employees.

39.2 For each year of employment an Employee is entitled to 10 days of paid personal/carer's leave. To avoid doubt, for Detention Service Employees this equates to 85.75 hours and for other Employees this equates to 76 hours.

39.3 An Employee's entitlement to paid personal/carer's leave accrues progressively during a year of employment according to the Employee's ordinary hours of work and accumulated from year to year.

39.4 An Employee may use any of their available balance of personal leave as paid carer's leave.

39.5 Paid personal leave is available to an Employee then they are absent:

- a. Because the Employee is not fit for work because of a personal illness or personal injury affecting the Employee (sick leave); or
- b. For the purposes of care or support (carer's leave) to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of:
  - i. A personal illness, or personal injury affecting the member; or
  - ii. An unexpected emergency affecting the member.

39.6 An Employee must give notice to Secure Journeys to enable their absence to be approved as personal leave. As soon as practicable, the Employee must notify their immediate supervisor or manager of their inability to attend for duty. The notice must include the reason for their absence (if known); and how long the Employee expects to be away from work.

39.7 Evidence supporting claim

- a. An Employee must provide evidence that would satisfy a reasonable person as to the nature and circumstances of their leave (such as a medical certificate or statutory declaration) where the Employee:
  - i. Has taken paid sick leave on 5 separate occasions in any year; or
  - ii. Has been absent for 3 or more consecutive work days.
- b. Secure Journeys may refer the Employee for an independent medical opinion at its expense and may, as a consequence of that opinion, limit or extend the duration of paid sick leave after considering all aspects of the case. Further, Secure Journeys may also require an opinion from a registered medical practitioner concerning an Employee's fitness for work before an Employee resumes duty.

#### 40. Carer's Leave

All Employees will be permitted to take carer's leave in accordance with the NES.

#### 41. Entitlement to unpaid carer's leave

All Employees will be permitted to take unpaid carer's leave in accordance with the NES.

#### 42. Community Service Leave

All Employees are entitled to community service leave in accordance with the NES.

#### 43. Jury service

Where an Employee is required to undertake jury service, the Employee will be paid in accordance with what they would have received had they worked a normal roster for the duration of such service.

#### 44. Court attendance leave

Where an Employee is subpoenaed to be a witness in any court proceedings arising out of employment with Secure Journeys, leave shall be granted as follows:

- a. When rostered on duty – pay for the period of absence in accordance with the usual rostered duties.
- b. When rostered off duty – payment of an amount equal to eight hours at the relevant Base Rate of Pay set out in Schedule 2.

Secure Journeys will arrange for the provision of advice and representation for the Employee in respect of such proceedings except where they relate to matters of dispute in accordance with clause 9.

#### 45. Compassionate Leave

- a. Compassionate leave is additional to paid personal/carer's leave in clause 40 of this Agreement and is provided for in the NES. This clause provides conditions that are more favorable than those provided in the NES.

- b. Subject to this clause, an Employee is entitled to a period of 2 days of paid compassionate leave for each occasion when a member of the Employee's immediate family or a member of the Employee's household:
  - i. Contracts or develops a personal illness that poses a serious threat to their life; or
  - ii. Sustains a personal injury that poses a serious threat to their life; or
  - iii. Dies.
- c. Compassionate leave may be taken in a single unbroken period of 2 days or two separate periods of one day, other otherwise as agreed with Secure Journeys.
- d. Where an Employee is required to travel overseas, interstate or from Christmas Island to the mainland to attend the funeral of a member of the Employee's immediate family or a member of the Employee's household, the Employee will be entitled to a further period of up to 2 days paid compassionate leave.
- e. However, the Employee is entitled to compassionate leave only if the Employee provides Secure Journeys any evidence that Secure Journeys reasonably requires that they leave is taken for a permissible occasion in the circumstances specified in this clause.
- f. Compassionate leave is paid according to an Employees Base Rate of Pay for their ordinary hours of work for the period of compassionate leave taken.

46. Domestic and family violence leave

All Employees are entitled to domestic and family violence leave in accordance with the NES.

47. Parental Leave

All Employees are entitled to unpaid parental leave service leave in accordance with the NES.

48. Long service leave

An Employee is entitled to long service leave in accordance with the relevant long service leave legislation in the State or Territory where the Employee is ordinarily employed.

49. Bonus leave

- 49.1 A full-time or part-time Employee is entitled to one day of bonus leave for every six months of completed service during which they do not take any personal leave. This six-month period commences from the last day of personal leave taken.
- 49.2 The entitlement to bonus leave does not accumulate and is subject to:
  - a. Submitting an application as requested by Secure Journeys from time to time; and
  - b. Taking the bonus leave within one month of becoming entitled to it.
- 49.3 Bonus leave is paid at the Employee's Base Rate of Pay for their ordinary hours of work for the period of bonus leave.

50. Defence Force leave

An Employee who is a member of the Defence Force Reserve is entitled to leave without pay in accordance with the Defence Reserve Service Protection Act 2001 (Cth) and the NES. The Employee must provide appropriate evidence to support their application for Defence Force leave.

51. Public holidays

- 51.1 Secure Journeys runs a business with 24/7 operational requirements and Employees may be rostered to work on public holidays, when this occurs, the Employee will be paid the public holiday entitlement as outlined in clause 33.4 of this Agreement.
- 51.2 Public holidays are defined in the NES and among other things, includes holidays declared or prescribed by, or under, a law of a State, Territory within which the Agreement operates.
- 51.3 A public holiday (or any substitute day) that applies to an Employee may be substituted to another day if Secure Journeys and the Employee agree.

51.4 Christmas Island

In addition to the public holidays prescribed in sub clause 51 above, Employees working permanently on Christmas Island will be entitled to those Public Holidays contained in the Government Gazette for the island.

51.5 Additional public holidays

- a. Northern Territory – Melbourne Cup Day
- b. Queensland – Melbourne Cup Day
- c. New South Wales – Melbourne Cup Day
- d. Tasmania – first Monday in August

Where Employees request, through consultation, to substitute a day listed above for an agree day, then Secure Journeys must be informed of the decision to substitute six weeks before that listed day which is to be replaced.

- 51.6 An Employee who works on a public holiday is entitled to be paid 250% of the relevant Base Rate of Pay in Schedule 2 of this Agreement for all hours worked on a public holiday. An Employee deployed to work in a State, Territory other than their Base Location on a day which fall on a public holiday is also entitled to be paid 250% of the relevant Base Rate of Pay in Schedule 2 of the Agreement for all hours worked.
- 51.7 In addition to the public holidays prescribed above, any other day, or part-day, declared or prescribed by our under a law of a state or territory to be observed generally within the state or territory, or a region of the state or territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday, will be a public holiday under this Agreement for Employees in the particular state, territory or region.

51.8 Public holiday shifts

- a. A shift commences on a public holiday will be regarded as a public holiday shift for all hours worked on the shift. A shift which is completed on but does not commence on a public holiday will not be regarded as a public holiday shift.
- b. All work done by an Employee on a public holiday shift, including any travel time or when on a secondment/escort on a public holiday shift, shall be paid for at the rate of double time and one half with a minimum payment for three hours work calculated on the relevant rate in Schedule 2. Employees on secondment or escort will only be entitled to the public holidays in their home location.
- c. If an Employee has a rostered day off on a public holiday shift they will be paid an additional day's ordinary time pay. Where the Employee wishes to substitute an additional day's ordinary time pay for an additional day added to their annual leave, then the Employee must give Secure Journeys two weeks' written notice of their intention to so substitute. In the event of an Employee being paid for the public holiday in circumstances where it was not payable, the amount paid may be deducted from the Employee over the next four subsequent pay periods.

## 52. Training

52.1 A sustained commitment to training an skills development is required in order to increase the effectiveness, productivity and competitiveness of Secure Journeys. Accordingly, those covered by this Agreement are committed to:

- a. Providing access, opportunity and training for Detention Service Employees to attain the nationally accredited Certificate III in Immigration Detention Operations or a Certificate III in Correctional Practice or other equivalent qualification as required by the Department of Home Affairs and as listed in the Statement of Works.
- b. Providing Employees, including casuals, with career opportunities through appropriate training to acquire additional skills;

52.2 The Employee will be paid at overtime rates for training that requires them to attend at a time when they are not rostered for duty. In all other cases, training time will be paid at the relevant Base Rate of Pay as detailed in Schedule 2.

52.3 Secure Journeys commits to providing Employees with refresher training on a regular basis in accordance with the provisions of its contract with Department of Home Affairs. This training will include first aid and CPR per sub clause 52.5. It may also include firefighting and other matters to maintain Employees' required qualifications.

52.4 Secure Journeys are committed to providing all Detention Service Managers and Catering Manager with appropriate supervision training.

52.5 All Detention Service Employees are required to have first aid/CPR qualifications. Approved costs for maintaining and upgrading first aid qualification will be met fully by Secure Journeys. Secure Journeys will provide this training in-house where possible.

52.6 On the job training will be limited only by operational requirements and the Employee's ability and competency to perform the required duties. Each Employee shall acquire the skills and learn any other Post as directed and shall provide instruction and/or training as appropriate to another Employee as required.

## 53. Workplace health and safety

### 53.1 Objective:

- a. Those covered by this Agreement are committed to achieving and maintaining healthy and safe working conditions in all Secure Journeys workplaces. This goal can best be achieved by developing a comprehensive approach to managing health and safety with joint involvement of management, Employees, their elected workplace health and safety representatives and the unions.
- b. The objectives of this approach are:
  - i. The control of workplace hazards and their source;
  - ii. The reduction of the incidence and costs of occupational injury and disease;
  - iii. The provision of an occupational rehabilitation system for Employees affected by a workplace injury or illness.

### 53.2 Immunisation and risk of infection

Secure Journeys will provide immunization and blood tests to Employees for hepatitis B, influenza, tuberculosis or other immunisations which Secure Journeys determines are necessary in accordance with accepted occupational health standards. The immunisation will be by qualified staff at each workplace or by an Employee's preferred general practitioner and will be paid for by Secure Journeys. Secure Journeys will pay for all blood tests or other tests if Employees are exposed to the risk of infection of disease at work.

### 53.3 Risk identification, assessment and control

Secure Journeys will take all practicable steps to ensure all hazards likely to cause injury are identified and assessed. This will be achieved through Centre hazard inspections, accident investigations, State based and national collection and analysis of accident statistics.

- a. All Employees must take all practicable steps to identify and report hazards to management.
- b. The hazards identified will be assessed and controlled and the Centre Manager will ensure that risks are assessed and control measures develop and implemented in consultation with:
  - i. Employees concerned;
  - ii. Health and safety representatives for the Employees concerned; and
  - iii. The health and safety committee established in the workplace.
- c. Where an issue is beyond Centre control and/or affects Centres on a state-wide or national basis, the risk assessment process shall be coordinated by Secure Journeys national office with input sought from Employees and where appropriate the union, to formulate and implement agreed control measures.
- d. Issues identified by the union which have not been identified or addressed through the process described above can be raised for discussion at the regular meeting of the IDN Director of Operations or IDN Senior Contract Director and the authorised representative of the union or the WHS committee referred to in clause 53.
- e. Secure Journeys will introduce a drug and alcohol policy in accordance with Secure Journeys principles which will include provision for the testing of all Employees.

### 53.4 Consultation

- a. To ensure the effective elimination, minimization and management of risks to health and safety in the workplace, health and safety representatives will be elected in accordance with the requirements of State or Territory legislation.
- b. A workplace Health and Safety Committee with equal representation from Secure Journeys and Employees will be established for each Centre.

### 53.5 Workplace health and safety training

- a. Those covered by this Agreement are committed to enabling all Employees to receive appropriate workplace health and safety training. Workplace health and safety representatives will be given paid leave to attend appropriate workplace health and safety training courses as stipulated in State or Territory legislation, and/or as approved by Secure Journeys and agreed with the union. HSRs will provide 14 days' written notice prior to the commencement of the course(s).
- b. Where an issue arises regarding attendance at training programs may be resolved using the disputes resolution procedure contained in this Agreement.
- c. Secure Journeys will provide induction and on the job training to all Employees on the workplace health and safety policy, particular hazards associated with the job, control measures applicable to these hazards and procedures for reporting and preventing hazards in the workplace.

### 53.6 Occupational rehabilitation

- a. Secure Journeys will establish and maintain a process for the occupational rehabilitation of Employees affected by occupational injury and illness which aims to return these Employees to their pre-injury status within the community, their families and employment.
- b. Occupational rehabilitation incorporates medical treatment and multi-disciplinary range of skills necessary in the management of any injury or illness. This process shall include early intervention with appropriate, adequate and timely services based on needs assessed by the treating doctor, other health professionals and/or rehabilitation coordinator as agreed with the Employee.
- c. The process shall be managed in a consultative framework including the injured Employee, treating doctor, Secure Journeys, the rehabilitation provider, where

appropriate, and when requested by the Employee or their union or Employee representative of choice.

53.7 Changes to equipment or work practices

- a. Where any proposed changes to equipment, substances or work practices may reasonably be expected to affect Employee health and safety, Secure Journeys will consult with:
  - i. The Employee concerned
  - ii. The health and safety representatives of the Employee concerned;
  - iii. The health and safety committee for the Centre(s) involved;
  - iv. To identify and resolve potential health and safety problems. Change will not occur until identified risks are controlled.
- b. Where the issue is beyond Centre control and/or affects Centres on a state-side or national basis, these matter will be managed at a national or state level, rather than Centre specified. The union shall also be notified. National implementation of changes will not occur until identified risks are controlled.
- c. As far as practicable, consideration shall be given to the health and safety implications of Centre design and purchasing of equipment.

53.8 Application of State or Territory laws

- a. Nothing in this clause must operate to remove, lessen, diminish, ameliorate or otherwise effect in any way whatsoever:
  - i. The Company's Employees' or Union's obligations and duties under any applicable law relating to workplace health and safety; or
  - ii. The rights and duties of any persons or authority who has any power relating to the monitoring, implementation, inspection, enforcement or prosecution of any matter arising under such laws; or
  - iii. The operation and application of such laws.
- b. Secure Journeys will commit to taking all reasonable steps to pursue any assault an officers by Detainees or visitors. Secure Journeys will comply with the Privacy act 1988 and legislation which applies to Secure Journeys in relation to the provision of health-related information. Nothing in this clause shall create a further legal obligation on Secure Journeys.

53.9 Where an Employee is absent on workers' compensation they will receive benefits including wages in accordance with either the Commonwealth or relevant State or Territory workers' compensation and related Workers Compensation legislation.

54. Clothing, equipment and tools

- 54.1 Secure Journeys will provide a corporate uniform in accordance with its standard operating procedures which cover uniforms and clothing. Secure Journeys will also provide the Employee with all necessary equipment and tools to allow the Employee to perform their work.
- 54.2 All Employees are required to dress and maintain their grooming and appearance appropriate to the professional standards of the detention services sector and Secure Journeys shall in accordance with accepted occupational health standards provide immunisation and blood tests to Employee as provided in clause 53.2.
- 54.3 Employees are required to launder all uniforms supplied by Secure Journeys and wear such uniforms only for authorised Secure Journeys work purposes.
- 54.4 Uniforms remain the property of Secure Journeys. Upon ending employment, Employees will be required to return all uniform items, equipment and identification issued to them.

- 54.5 Replacement issue of uniform items will be made in accordance with the Uniform and ID Card Standard with replacement also being provided on a fair wear and tear basis during employment with Secure Journeys.
- 54.6 Changes to the uniform will be undertaken in accordance with the consultation provisions of this Agreement, including through the National Consultative Committee. Changes that only apply to individual Centres will be dealt with through the local consultative committees as referred to in clause 8.

#### 55. Industrial Relations Matters

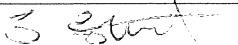
- 55.1 Secure Journeys recognises the important role Unions have within our work environment, and we therefore acknowledge and accept the Union Rights as detailed in section 350c of the Act.
- 55.2 Union delegates are entitled to additional rights as contained in clause 26a of the Corrections and Detentions (Private Sector) Award 2020 (the Award), and nothing in this Agreement is intended to exclude those rights and where there is an inconsistency between the Agreement and clause 26a of the Award, the term more beneficial to the Union delegate will prevail.
- 55.3 Union Delegates will each be entitled to up to five (5) days union training leave per year without loss of ordinary time pay to attend training provided or endorsed by the Union.
  - a. Such leave is subject to the following conditions:
    - i. The number of Union Delegates chosen for training leave shall be limited, taking into account the size and operational requirements of the Detention Location;
    - ii. Not less than two (2) weeks' notice must be given to Secure Journeys of the date of commencement of the training course and the period over which the course is to be conducted;
    - iii. The employee must have completed a period of not less than six (6) months' full time equivalent service with Secure Journeys before becoming entitled to this leave.
  - b. Delegates' training leave referred to in (a) above may be used to provide time off for delegates to attend to their Union representative responsibilities, such as Industry committees, and other elected or appointed bodies. The Union Delegate shall not lose ordinary time pay while on such leave. Such leave will be taken by no more than three (3) Union Delegates at any one time at each Detention Location. This provision will only apply to Union Delegates when engaged in Detention Work.

#### 55.4 Notice Board

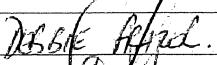
The Employer will permit a Union Delegate or official to post formal Union notices on a secure, prominently displayed, notice board dedicated to that purpose.

Signature Page

Signed for and on behalf of Secure Journeys Pty Ltd by:

Name:	Troy Ittensohn
Position:	Managing Director
Address:	Level 3, 6 Yoga Way, Springfield Central, Queensland 4300
Signature:	
Date:	31/12/2025

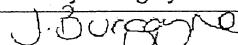
Witness

Name:	
Signature:	
Date:	03/02/2025

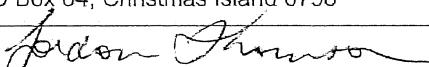
Signed for and on behalf of United Workers Union:

Name:	Godfrey Moase
Position:	Director of Allied Industries
Address:	833 Bourke Street, Dockland, VIC 3008
Signature:	
Date:	29/01/2025

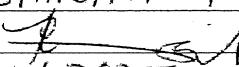
Witness

Name:	Jenny Burgoine
Signature:	
Date:	29/01/2025

Signed for and on behalf of the Union of Christmas Island Workers:

Name:	Gordon Thomson
Position:	General Secretary Union of Christmas Island Workers
Address:	PO Box 84, Christmas Island 6798
Signature:	
Date:	31/1/2025

Witness

Name:	KASHIRAH KHAMIS
Signature:	
Date:	31/1/2025

## SCHEDULE 1 – CLASSIFICATIONS

### Detention Service Officer Stream

#### 1. Trainee Detention Service Officer (DSO 1A and Certified DSO 1B)

- a. Upon commencement of employment, an Employee will be classified as a Trainee Detention Service Officer (DSO 1A) in the Base Rates of Pay referred to in Schedule 2.
- b. For the purposes of reclassification, a DSO 1A will not progress to a DSO 1B unless the following requirements have been satisfied:
  - i. Three months of employment as a DSO 1A;
  - ii. Successful completion of the induction training course (ITC); and
  - iii. Meeting all other relevant requirements set out in clause 15.1.
- c. Where a DSO 1A has satisfactorily completed all induction training and at least three months of employment as a DSO 1A, the DSO 1A will be classified as a Certified DSO 1B in Schedule 2.
- d. Upon commencement of employment, a detention service officer at this level will be undertaking training towards a Certificate III in Immigration Detention Operations and/or Certificate III in Correctional Practice qualification or equivalent qualification.
- e. A detention service officer at this level will complete all duties and responsibilities that are within their level of competence and training. This can include performance of some of the duties of an Accredited DSO 2 under supervision. The degree of supervision required will be determined by the levels of on-the-job experience/competence or other accredited and relevant training completed.
- f. A DSO 1 is responsible for ensuring the Detainees are in a safe, secure and hygienic environment. They assist in maintaining the static and dynamic security of the Centre. The duties at this level may include escorting Detainees to courts and medical or other appointments, driving duties, and like duties provided that for the first six months of employment, such duties are performed with an Accredited DSO 2 or the Employee concerned has completed the relevant training and been deemed competent to complete the task(s).
- g. Performance will be assessed at appropriate periods of time but not less than quarterly to ensure that a satisfactory standard of work is being maintained.
- h. A detention service officer will remain at this level for a minimum of 24 months before progressing to Accredited DSO 2.
- i. Provided that there are no special and extenuating circumstances that justify an extension of time, or Secure Journeys and the Employee otherwise agree to an extension of time, detention service Employees who are unable to achieve a Certificate III in Immigration Detention Operations and/or Certificate III in Correctional Practice qualification or equivalent qualification within 12 months of employment commencement will have their employment terminated in accordance with the provisions of clause 22 of this subclause.

2. Accredited Detention Service Officer (DSO 2)

- a. Progression to this level is subject to the Employee:
  - i. Completing at least two years of continuous service working at the level of DSO 1B;
  - ii. Meeting training requirements, ie, satisfactory completion of the elements required for a Certificate III in Immigration Detention Operations and/or Certificate III in Correctional Practice qualification or will hold an equivalent qualification;
  - iii. Must pass appraisal conducted by Secure Journeys.
- b. An Employee at his level will be able to perform the duties of a detention service officer generally without supervision, be able to maintain a high standard of performance in those duties and have satisfactory performance reviews. Employees at this level may be expected to undertake higher duties in the role of a Detention Service Manager.
- c. In the case of Employees who, upon engagement, hold acceptable qualifications or have suitable experience, the requirement to first serve as a DSO 1B, may be waived at the discretion of Secure Journeys.
- d. For clarity, an Employee classified as a DSO 2 at the commencement of this Agreement will not be required to hold a Certificate III in Immigration Detention Operations and/or Certificate III in Correctional Practice.
- e. Examples of the duties an officer at this level is expected to perform are as follows:
  - i. Assist as appropriate with the on-the-job training and development of detention service officers of a lower rank;
  - ii. Supervise the behaviour and the activities of Detainees on a day-to-day basis in accordance with the Centre's routine or structured day;
  - iii. Monitor and maintain the dynamic and static security requirements of the Centre, reporting verbally and in writing, any unusual occurrences or behaviours that could result in a breach of security;
  - iv. Undertake searches and perform escort duties of Detainees both within the Centre and externally when required;
  - v. Participate in the reception, induction, transfer, escorting, driving, and discharge of Detainees in accordance with Secure Journeys policy and procedures;
  - vi. Monitor tensions within the Centre and take action to manage behaviour to forestall the development of disturbances or personal disputes between Detainees. If these occur, ensure they are dealt with swiftly and fairly to restore security to all in the facility;
  - vii. Ensure quarantine and public health requirements are met, reporting any incidence of disease or unsatisfactory hygienic conditions;
  - viii. Ensure that the safety, health and welfare of Detainees is maintained in accordance with Secure Journeys policies and procedures for detention Centres;
  - ix. Completion of Personal Officers Scheme, individual management plans and Secure Journeys Detainee welfare policies;
  - x. Lead escort on T&E tasks;
  - xi. Operate all computer applications utilised by Secure Journeys effectively within the scope of the duties of an Employee
- f. An accredited DSO 2 may progress to the level of Detention Service Manager, which is an appointed position subject to a vacancy and merit selection in accordance with Secure Journeys selection processes. It is not subject to automatic advancement.

3. Accredited Detention Services Officer (DSO 3)

- a. Progression to this level is subject to the Employee:
  - i. Completing at least two years (or equivalent full-time hours) of continuous service at the level of DSO 2;
  - ii. Exercising the skills, responsibilities and duties of a DSO 2;
  - iii. Meeting training requirements, ie, satisfactory completion of all the elements required for a Certificate III in Immigration Detention Operations (CSC30222) and/or Certificate III in Correctional Practice (CSC30122) or later provided that such qualification is either issued by Secure Journeys or is a Secure Journeys approved RTO. In addition to a Certificate III in Immigration Detention Operations and/or Certificate III in Correctional Practice or later, elements of such qualification may include the successful completion of Secure Journeys curriculums including Management Foundations, Secure Journeys Essential and Critical Risk (or similar); and
  - iv. Expressing an interest and successful appointment through a merit-based selection process, noting that Employees who are not selected will be advised as to the reason.
- b. Progression is also subject to the following additional measures as applicable:
  - i. Employees who hold a DSO 3 or existing Certificate III in Correctional Practice 2012 must maintain current officer training and compliance requirements;
  - ii. RPL will be offered at the discretion of Secure Journeys RTO function.
- c. Progression to a DSO 3 is subject to the operational needs and Secure Journeys capacity to train Employees.
- d. An Accredited DSO 3 may progress to the level of Detention Services Manager, which is an appointed position subject to a vacancy and merit selection in accordance with Secure Journeys selection processes. It is not subject to automatic advancement.

4. Certified Detention Support Worker (DSW Adult or Children))

- a. An Employee at this level will be classified as Certified Detention Support Worker in the Base Rates of Pay contained in Schedule 2, will have commenced employment with Secure Journeys and will hold an appropriate Certificate III certification.
- b. A DSW at this level will complete all duties and responsibilities that are within their level of competence and training.
- c. A DSW is responsible for ensuring the Detainees are in a safe, secure and hygienic environment. They assist in maintaining that static and dynamic security of the Centre. The duties at this level may include escorting Detainees to courts and medical or other appointments, driving duties and like duties.
- d. DSWs will fall into one of two categories:
  - i. DSW (Adult): must hold a Certificate III qualification in sports, recreation. Learning and development, ethnic affair or similar;
  - ii. DSW (Children): must hold at least a Certificate III level qualification in child welfare.
- e. Performance will be assessed at appropriate periods of time but not less than quarterly to ensure that a satisfactory standard of work is being maintained.
- f. An Employee at this level will be able to perform the duties of a DSW in a mainly unsupervised capacity; be able to maintain a high standard of performance in those duties, and have satisfactory performance reviews.
- g. Examples of the duties Employees at this level are expected to perform include:
  - i. Assist in developing risk assessments and individualized management plans for Detainees;
  - ii. Undertaking admission of and orientation/induction activities for Detainees as required;
  - iii. Establish productive relationships and interactions with the Detainees (particularly children) on an ongoing basis;
  - iv. Act as key contact for nominated individuals/families;
  - v. Participate in and lead activities with Detainees and/or children designed to promote normalisation;
  - vi. Monitor the health and wellbeing of all detainees (Particularly children) and notify the Team Leader/Supervisor or appropriate resource agency when intervention is required;
  - vii. Plan and implement educational and developmental activities for children in the IRH;
  - viii. Implement Detainee/children's individual management plans in a professional, efficient and empathetic manner;
  - ix. Provide written report(s), daily logs, etc and entry into the detention services portal on work undertaken in the required format; and maintain auditable, accessible records on Detainees of the service, key community resources, and referral sources;
  - x. Provide relevant information, guidance, counselling and appropriate referrals to sources of assistance for Detainees;
  - xi. Accompany Detainees/children on external visits to appropriate activities, programs and facilities to enhance their autonomous decision-making abilities and the taking of personal responsibility for future transitions in their lives;
  - xii. Drive Detainees to various locations as required;
  - xiii. Participate in team meetings, planning and training sessions as required;
  - xiv. Assist in the training of new DSW employees if required;
  - xv. Maintain an organized filing system of all policies and procedures that relate directly to the IRH service and up-to-date copies of any amendments to these;
  - xvi. Ensure knowledge of immigration policies and procedures relevant to role is kept current;
  - xvii. Operate all computer applications utilized by Secure Journeys effectively within the scope of the duties of an Employee.

- h. A Certified Detention Support Worker (DSW Adult or Children) may progress to the level of Detention Service Manager, which is an appointed position subject to vacancy and merit selection in accordance with Secure Journeys selection processes. It is not subject to automatic advancement. A Certificate III in Security Operations qualification must also be held.

5. Detention Service Manager (DSM)

- a. An Employee at this level is classified at the level of DSM in the Base Rates of Pay contained in Schedule 2 and will hold a relevant qualification of a DSO1 and/or DSW applicable to the site at which they are employed, and will be undertaking training towards a Certificate IV Security & Risk Management (or similar) qualification.
- b. An Employee at this level is responsible for supervising detention service officers and/or detention support workers on a daily basis and must display a high level of communication, supervisory, interpersonal and writing skills.
- c. Employees fulfilling other positions may apply for a DSM's position subject to a vacancy being available and assessment against the key selection criteria attached to this position.
- d. All Employees within this classification will serve a three-month probationary period as a DSM from the commencement of their appointment to this classification.
- e. In the case of Employees who, upon employment engagement, hold appropriate qualifications and suitable experience, the requirement to first service as an Accredited DSO2 or Detention Support Worker (DSW Adult or Children) may be waived at the discretion of Secure Journeys.

6. Introductory Level Catering Employee

- a. Introductory Level Catering means the level of an Employee who enters the industry and who has not demonstrated the competency requirements of a Catering Assistant. Such an Employee will remain at this level for up to three months (or full-time equivalent hours) while the appropriate training for Catering Assistants is undertaken and assessments made to move from the introductory level to Catering Assistant. At the end of three months (or full-time equivalent hours) from entry, an Employee will move to Catering Assistant other than where agreement has been reached and recorded between the Employee and Secure Journeys that further training of up to three months (or equivalent full-time hours) is required for the Employee to achieve competence for movement to Catering Assistant.
- b. Appropriate level of training means that an Employee:
  - i. Has completed an appropriate training program that meets the training and assessment requirements of a qualification or one or more designated units of competency from a training package; and/or
  - ii. Has been assessed by a qualified skills assessor to have skills at least equivalent to those attained in an appropriate training course.

7. Catering Assistant

- a. Catering Assistance means an Employee who has the appropriate level of training, has completed a Certificate II in Hospitality (Kitchen Operations) or equivalent Certificate II qualification and is engaged in any of the following:
  - i. Supplying, dispensing or selling drinks;
  - ii. Assisting in the storeroom;
  - iii. Undertaking general waiting duties of food and beverage including cleaning of tables;
  - iv. Receipt of monies;
  - v. Attending a snack bar;
  - vi. Engaged on delivery duties;
  - vii. Involved in the operation of a mechanical lifting device;
  - viii. An Employee who is engaged in delivery and recording of goods, supervising food and beverage attendants of a lower grade, greeting and seating Detainees, training food and beverage attendants of a lower grade;
  - ix. Performs cooking duties including baking, pastry cooking or butchering; or
  - x. Has the responsibility for the supervision, training and coordination of kitchen attendants of a lower grade.

8. Chef

- a. Chef means an Employee:
  - i. Who has completed an apprenticeship in waiting or who has passed the appropriate trade test and as such carries out specialized skilled duties in a fine dining room or restaurant; or
  - ii. Holds a Certificate III in Commercial Cookery; or
  - iii. Is a commis chef or equivalent who has completed an apprenticeship or who has passed the appropriate trade test, and who is engaged in cooking, baking, pastry cooking or butchering duties.

9. Head Chef

- a. Head Chef means a chef de partie or equivalent who has completed an apprenticeship or has passed the appropriate trade test in cooking, butchering, baking or pastry cooking and has completed additional appropriate training who performs any of the following:
  - i. General and specialized duties including supervision or training of other kitchen Employees;
  - ii. Ordering and stock control; or
  - iii. Solely responsible for other cooks and other kitchen Employees in a single kitchen establishment.

10. Cleaning Services Employee Level 1 (CSE 1)

- a. A Cleaning Services Employee Level 1 (CSE 1) is an Employee who is capable of performing work within the scope of this level and, to the level of their training;
  - i. Is responsible for the quality of their own work subject to routine supervision;
  - ii. Works under routine supervision either individually or in a team;
  - iii. Exercise discretion within the level of their skills and training; and
  - iv. Performs those tasks customarily performed by cleaners utilizing a range of materials and equipment, to clean a range of surfaces in order to restore or maintain buildings in a clean and hygienic condition.
- b. Indicative tasks at this level, on a daily or periodic basis, are the following:
  - i. Spot cleaning of carpets and soft furnishings;
  - ii. Operating hand-held powered equipment such as blowers, vacuum cleaners and polishers;
  - iii. Sweeping and mopping;
  - iv. Toilet cleaning;
  - v. Rubbish collection;
  - vi. Telephone cleaning and germ proofing;
  - vii. Cleaning of glass, both internal and external;
  - viii. Dusting of all hard surfaces;
  - ix. Table bussing;
  - x. Re-arranging and re-organising furniture;
  - xi. Routinely maintaining indoor greenery (shrubs and plants);
  - xii. Sanitary disposal processing;
  - xiii. Wiping and sweeping under and around seats and table tops;
  - xiv. Any other relevant cleaning duties as well as any duties which are ancillary and incidental to cleaning duties; and
  - xv. Secure Journeys will provide bio-hazard training where it may require Employees to perform bio-hazard cleaning duties.

11. Cleaning Services Employee Level 2 (CSE 2)

- a. Cleaning Services Employee Level 2 (CSE 2) is an Employee who at the completion of training is capable of performing work within the scope of this level. Such an Employee performs work above and beyond the skills of an Employee at CSE 1 level and;
  - i. Works from complex instructions and procedures;
  - ii. Assists in the provision of on-the-job training;
  - iii. Works under general supervision either individually or in a team;
  - iv. Is responsible for assuring the quality of their own work;
  - v. Performs those tasks customarily performed by cleaners; and
  - vi. Any other relevant cleaning duties as well as any duties which are ancillary and incidental to cleaning duties.

## SCHEDULE 2 – BASE RATES OF PAY

### Detention Service Employees

First pay period after Centre transition date 2025

Level	Classification	Base Rate of Pay (weekly)	Base Rate of Pay (hourly)	Casual hourly rate (including 25% casual loading)
DSO 1A	Trainee Detention Service Officer	\$1,297.04	\$30.88	\$38.60
DSO 1B	Certified Detention Service Officer (after 3 months of employment (or equivalent full-time hours) as a DSO 1A)	\$1,412.56	\$33.63	\$42.03
DSO 2	Accredited Detention Service Officer	\$1,523.14	\$36.27	\$45.33
DSO 3	Accredited Detention Service Office	\$1,523.14	\$36.27	\$45.33
DSW	Certified Detention Support Worker	\$1,523.14	\$36.27	\$45.33
DSM	Detention Service Manager	\$1,683.87	\$40.09	\$50.11

First pay period after 1 July 2025 in line with the Guiding Principles

Level	Classification	Base Rate of Pay (weekly)	Base Rate of Pay (hourly)	Casual hourly rate (including 25% casual loading)
DSO 1A	Trainee Detention Service Officer	\$1,342.44	\$31.96	\$39.95
DSO 1B	Certified Detention Service Officer (after 3 months of employment (or equivalent full-time hours) as a DSO 1A)	\$1,462.00	\$34.81	\$43.50
DSO 2	Accredited Detention Service Officer	\$1,576.45	\$37.54	\$46.92
DSO 3	Accredited Detention Service Office	\$1,576.45	\$37.54	\$46.92
DSW	Certified Detention Support Worker	\$1,576.45	\$37.54	\$46.92
DSM	Detention Service Manager	\$1,742.81	\$41.49	\$51.86

## SCHEDULE 2 – BASE RATES OF PAY

### Catering and Cleaning Employees

First pay period after Centre transition date 2025

Level	Classification	Base Rate of Pay (weekly)	Base Rate of Pay (hourly)	Casual hourly rate (including 25% casual loading)
	Introductory Level Catering	\$957.20	\$25.19	\$31.49
	Catering Assistant	\$1,064.55	\$28.01	\$35.02
	Chef	\$1,244.00	\$32.74	\$40.92
	Head Chef	\$1,361.88	\$35.84	\$44.80
CSE 1	Cleaning Services Employee Level 1	\$1,051.99	\$27.68	\$34.61
CSE 2	Cleaning Services Employee Level 2	\$1,212.81	\$31.92	\$39.90

First pay period after 1 July 2025 in line with the Guiding Principles

Level	Classification	Base Rate of Pay (weekly)	Base Rate of Pay (hourly)	Casual hourly rate (including 25% casual loading)
	Introductory Level Catering	\$990.70	\$26.07	\$32.59
	Catering Assistant	\$1,101.81	\$28.99	\$36.25
	Chef	\$1,287.54	\$33.89	\$42.35
	Head Chef	\$1,409.55	\$37.09	\$46.37
CSE 1	Cleaning Services Employee Level 1	\$1,088.81	\$28.65	\$35.82
CSE 2	Cleaning Services Employee Level 2	\$1,255.26	\$33.04	\$41.30

SCHEDULE 2 - ALLOWANCES

Allowance	Clause No.	Frequency	First pay period commencing after Centre transition date	First pay period after 1 July 2025
Biological cleaning	29.1(c)	Per hour	\$0.29	\$0.30
Meal at post	29.2	Per occasion	\$20.74	\$21.47
Overtime meal	29.3	Per occasion	\$20.74	\$21.47
Remote District	29.4(d)	Per annum	\$9,503.73	\$9,836.36
		Per fortnight	\$365.54	\$378.33
Shared Accommodation	29.7(a)	Per night	\$31.12	\$32.21
Christmas Island annual leave travel – concession limits	29.5(a)	Annual	\$3,344.85	\$3,461.92
		Six Months	\$1,672.43	\$1,730.97
Meal (travelling and working away from the Base Location)	29.6(c)	Breakfast	\$27.32	\$28.28
		Lunch	\$30.28	\$31.34
		Dinner	\$52.25	\$54.08
		Evening	\$30.28	\$31.34
Domestic travel allowance expenses	29.6(e)	Per occasion	\$124.66	\$129.02
Secondments	29.6(iii)	Per week	\$872.61	\$903.15
		Per night	\$124.66	\$129.02
IRT readiness allowance	29.8(b)(iii)	Per fortnight	\$50.78	\$52.56

IN THE FAIR WORK COMMISSION

*Fair Work Act 2009 (Cth)* ("FW Act")

Matter number:

AG2025/208

Employer:

Secure Journeys Pty Ltd  
(Employer)

Application:

**Section 183(3) – Application for approval of a  
single Greenfields enterprise agreement, namely  
the Secure Journeys Immigration Services  
Greenfields Enterprise Agreement 2025  
(Agreement)**

Authorised representative:

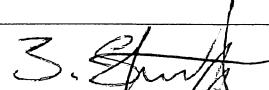
Troy Ittensohn  
Managing Director

**Undertaking-Section 190**

For and on behalf of the Employer I, Troy Ittensohn declare that I have the authority to give this undertaking on behalf of the Employer with respect to Secure Journeys Immigration Services Greenfields Enterprise Agreement 2025 (Agreement).

1. This Undertaking will ensure the Agreement will include Part-time safeguards specifically at clause 12.3 of the Agreement in that:
  - a. At the time of engagement, the employer and the part-time Employee will agree on and specify in writing the average minimum weekly ordinary hours of work' and for the following to be agreed:
    - (i) the hours worked each day;
    - (ii) which days of the week the employee will work; and
    - (iii) the actual starting and finishing times each day.
2. TOIL (Time Off In Lieu) - excess hours worked and agreed by management, will be paid at the applicable overtime rates during the relevant pay cycle.
3. With respect to a reconciliation of wages against Award wage requirements, at the end of each 12-week pay period the employer will conduct a reconciliation of the amount paid to each employee under the Agreement and compare this with what the employee would have been paid under the terms of the Award. For the purposes of this reconciliation, it is acceptable to use two six-week periods. Where an employee would have received more under the Award, they shall be paid the amount of the difference between the Award and the Agreement plus one percent.

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

Date signed:	19/03/2025
For and on behalf of the Employer by:	Troy Ittensohn
[In accordance with s.190(5) of the FW Act]	Managing Director
Signature:	
Witness name:	Debbie Frazer
Witness signature:	