

# Security Services Industry Award 2010

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 21 June 2016.

Clause(s) affected by the most recent variations: [PR580863](#), [PR579521](#), [PR579777](#)

14—Minimum wages

15—Allowances

24—Annual leave

Schedule D—National Training Wage

Schedule E—2016 Part-day Public Holidays

Current application(s) to vary this award: [AM2014/5](#)

Current review matter(s): [AM2014/47](#); [AM2014/89](#); [AM2014/190](#); [AM2014/196](#); [AM2014/197](#); [AM2014/300](#); [AM2014/301](#); [AM2014/306](#); [AM2015/1](#); [AM2015/2](#)

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## Part 1—Application and Operation of Award

### 1. Title

This award is the *Security Services Industry Award 2010*.

### 2. Commencement and transitional

[Varied by [PR991944](#), [PR542136](#)]

**2.1** This award commences on 1 January 2010.

**2.2** The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.

**2.3** This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A and Schedule B. The arrangements in Schedule A and Schedule B deal with:

- minimum wages and piecework rates
- casual or part-time loadings
- Saturday, Sunday, public holiday, evening or other penalties
- shift allowances/penalties.

[2.4 varied by [PR542136](#) ppc 04Dec13]

**2.4** Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

[2.5 varied by [PR542136](#) ppc 04Dec13]

**2.5** The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.

[2.6 varied by [PR542136](#) ppc 04Dec13]

**2.6** The Fair Work Commission may review the transitional arrangements:

- (a) on its own initiative; or
- (b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or

- (c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or
- (d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.

### 3. Definitions and interpretation

[Varied by [PR991944](#), [PR993928](#), [PR994514](#), [PR997772](#), [PR503618](#), [PR545781](#), [PR550158](#), [PR545982](#), [PR562211](#)]

**3.1** In this award, unless the contrary intention appears:

[Definition of **Act** substituted by [PR994514](#) from 01Jan10]

**Act** means the *Fair Work Act 2009* (Cth)

[Definition of **agreement-based transitional instrument** inserted by [PR994514](#) from 01Jan10]

**agreement-based transitional instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **award-based transitional instrument** inserted by [PR994514](#) from 01Jan10]

**award-based transitional instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

**basic crowd controller** means an employee who has less than 12 months' experience as a Security Officer

**cash-in-transit** is the transport, delivery and receipt of valuables and includes the movement in a vehicle, usually an armoured vehicle, of valuables such as cash, securities, jewels, bullion and other financial instruments on behalf of other persons for reward and includes the replenishing of automatic teller machines (ATMs)

[Definition of **central station** inserted by [PR545781](#) ppc 17Dec13]

**Central station** (also known as "monitoring station") means a facility that remotely monitors intruder alarm systems from sites that are not co-located with the centre and complies with AS 2201.2, which monitors intruder alarm systems and provides specific responses. Central station staff do not themselves physically attend the location of any alarms.

[Definition of **change of contract** inserted by [PR993928](#) ppc 18Feb10; varied by [PR550158](#) ppc 01May14]

**change of contract** means the termination of a particular contract for security services with an employer and the commencement of a new contract with a different employer to perform similar work at the same location

**crowd controller** means a person who is employed or retained principally to maintain order at any public place, including but not limited to licensed venues or events, by doing all or any of the following:

- screening entry into; or

- monitoring or controlling behaviour in; or
- removing any person from; or
- otherwise maintaining order in

any such place; unless the person is doing nothing more than securing or checking that persons allowed admission; have paid for admission or have invitations or passes allowing for admission.

[Definition of **Commission** deleted by [PR994514](#) from 01Jan10]

[Definition of **default fund employee** inserted by [PR545982](#) ppc 01Jan14]

**default fund employee** means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth)

[Definition of **defined benefit member** inserted by [PR545982](#) ppc 01Jan14]

**defined benefit member** has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth)

[Definition of **Division 2B State award** inserted by [PR503618](#) ppc 01Jan11]

**Division 2B State award** has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **Division 2B State employment agreement** inserted by [PR503618](#) ppc 01Jan11]

**Division 2B State employment agreement** has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **employee** substituted by [PR994514](#), [PR997772](#) from 01Jan10]

**employee** means national system employee within the meaning of the Act

[Definition of **employer** substituted by [PR994514](#), [PR997772](#) from 01Jan10]

**employer** means national system employer within the meaning of the Act

[Definition of **enterprise award** deleted by [PR994514](#) from 01Jan10]

[Definition of **enterprise award-based instrument** inserted by [PR994514](#) from 01Jan10]

**enterprise award-based instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **exempt public sector superannuation scheme** inserted by [PR545982](#) ppc 01Jan14]

**exempt public sector superannuation scheme** has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

[Definition of **first response** inserted by [PR562211](#) ppc 30Mar15]

**first response** means a security officer, who upon arriving early to a significant incident or matter, assumes immediate responsibility for managing the incident or matter until such time as the appropriate specialised personnel attend

[Definition of **MySuper product** inserted by [PR545982](#) ppc 01Jan14]

**MySuper product** has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

[Definition of **NAPSA** deleted by [PR994514](#) from 01Jan10]

[Definition of **NES** substituted by [PR994514](#) from 01Jan10]

**NES** means the National Employment Standards as contained in [sections 59 to 131](#) of the *Fair Work Act 2009* (Cth)

[Definition of **on-hire** inserted by [PR994514](#) from 01Jan10]

**on-hire** means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client

**ordinary pay** is defined in clauses 24.8 and 24.9

**public holiday** means a day identified as a public holiday in the NES

**shiftworker** is defined in clause 24.2

**standard rate** means the minimum wage for a Security Officer Level 3 in clause 14—Minimum wages

[Definition of **transitional minimum wage instrument** inserted by [PR994514](#) from 01Jan10]

**transitional minimum wage instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

**3.2** Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

## **4. Coverage**

[Varied by [PR994514](#)]

**4.1** This industry award covers employers throughout Australia in the security services industry and their employees in the classifications listed in Schedule C—Classifications to the exclusion of any other modern award.

**4.2** To avoid doubt, the security services industry includes:

- (a) patrolling, protecting, screening, watching or guarding any people and/or property, including cash or other valuables, by physical means (which may involve the use of patrol dogs or the possession or use of a firearm) or by electronic means;
- (b) crowd, event or venue control whether through physical or electronic means;
- (c) body guarding or close personal protection;
- (d) the operation of a security control room or monitoring centre;
- (e) loss prevention; and

(f) traffic control when it is incidental to, or associated with, the activities referred to in clauses 4.2(a), (b) or (c).

**4.3** To avoid doubt, this award does not apply to an employer merely because that employer, as an incidental part of a business that is covered by another modern award, has employees who perform functions referred to in clause 4.2.

**4.4** This award does not cover an employer in respect of:

- (a) any cash-in-transit portion of the employer's business;
- (b) the operation of prisons, correctional or other detention facilities;
- (c) the installation, maintenance or repair of electronic alarm and/or monitoring systems; or
- (d) the installation, maintenance, repair or replenishing of ATMs.

**4.5** To avoid doubt, the exclusion in clause 4.4(a) is not intended to exclude an employer from coverage of this award in respect of an employee merely because the employee collects, transports and/or delivers cash or valuables as a minor or incidental part of the employee's duties.

**4.6** The award does not cover an employee excluded from award coverage by the Act.

[4.7 substituted by [PR994514](#) from 01Jan10]

**4.7** The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

[New 4.8 inserted by [PR994514](#) from 01Jan10]

**4.8** The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

[4.9 inserted by [PR994514](#) from 01Jan10]

**4.9** This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award

[4.8 renumbered as 4.10 by [PR994514](#) from 01Jan10]

**4.10** Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with

occupational coverage. The *Clerks—Private Sector Award 2010* will usually cover clerical employees of employers covered by this award.

## 5. Access to the award and the National Employment Standards

The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

## 6. The National Employment Standards and this award

The [NES](#) and this award contain the minimum conditions of employment for employees covered by this award.

## 7. Award flexibility

[Varied by [PR994514](#), [PR542136](#)]

**7.1** Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of, are those concerning:

- (a) arrangements for when work is performed;
- (b) overtime rates;
- (c) penalty rates;
- (d) allowances; and
- (e) leave loading.

[7.2 varied by [PR542136](#) ppc 04Dec13]

**7.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.

**7.3** The agreement between the employer and the individual employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and

[7.3(b) substituted by [PR994514](#) from 01Jan10; varied by [PR542136](#) ppc 04Dec13]

- (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.



[7.4 substituted by [PR994514](#) from 01Jan10]

- 7.4** The agreement between the employer and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
  - (b) state each term of this award that the employer and the individual employee have agreed to vary;
  - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
  - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
  - (e) state the date the agreement commences to operate.

[7.5 deleted by [PR994514](#) from 01Jan10]

[7.6 renumbered as 7.5 by [PR994514](#) from 01Jan10]

- 7.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

[New 7.6 inserted by [PR994514](#) from 01Jan10]

- 7.6** Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 7.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure that the employee understands the proposal.

- 7.8** The agreement may be terminated:

[7.8(a) varied by [PR542136](#) ppc 04Dec13]

- (a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- (b) at any time, by written agreement between the employer and the individual employee.

[Note inserted by [PR542136](#) ppc 04Dec13]

Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see s.145 of the *Fair Work Act 2009* (Cth)).

[New 7.9 inserted by [PR542136](#) ppc 04Dec13]

**7.9** The notice provisions in clause 7.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 7.8(a), subject to four weeks' notice of termination.

[7.9 renumbered as 7.10 by [PR542136](#) ppc 04Dec13]

**7.10** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

## Part 2—Consultation and Dispute Resolution

### 8. Consultation

[Varied by [PR993928](#), [PR515036](#); substituted by [PR546288](#); corrected by [PR550021](#); 8-Consultation regarding major workplace change renamed and substituted by [PR550022](#) ppc 01Jan14]

#### 8.1 Consultation regarding major workplace change

##### (a) Employer to notify

- (i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (ii) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

##### (b) Employer to discuss change

- (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1(a) the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1(a).
- (iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all

relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

## **8.2 Consultation about changes to rosters or hours of work**

- (a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) The employer must:
  - (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
  - (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
  - (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

## **8.3 Consultation regarding change of contract**

- (a) In addition to clause 8—Consultation, where a decision is made by an employer to relinquish a security contract, or a decision is made by a principal that is likely to bring about a change of contract, the following will apply:
  - (i) The employer is required to notify employees 28 days, or as soon as practicable, before an existing security contract is due to expire, or when the employer has been notified that the contract has been terminated.
  - (ii) The notification to employees must be in writing, containing options (if any) for suitable alternative employment for employees with the employer in the event that the contract is terminated. The employer must notify those employees who are to be offered suitable alternative employment, identify the site, the hours of work and the rates of pay proposed. The employer must 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 incoming contractor.

- (iii) Employees who are not offered suitable alternative employment with their employer must be notified in writing by their employer, and the notice must contain 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).
- (iv) The employer must facilitate a meeting between the incoming contractor and outgoing employees who are not offered suitable alternative employment with the employer.

## 9. Dispute resolution

[Varied by [PR994514](#), [PR542136](#)]

**9.1** In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.

[9.2 varied by [PR994514](#), [PR542136](#) ppc 04Dec13]

**9.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

[9.3 varied by [PR994514](#), [PR542136](#) ppc 04Dec13]

**9.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.

[9.4 varied by [PR994514](#), [PR542136](#) ppc 04Dec13]

**9.4** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

**9.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

**9.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

## Part 3—Types of Employment and Termination of Employment

### 10. Types of employment

[Varied by [PR991944](#), [PR562211](#)]

**10.1** Employees under this award will be employed in one of the following categories:

- (a) full-time;
- (b) part-time; or
- (c) casual.

**10.2** At the time of engagement, an employer will inform each employee of the terms of their engagement and in particular whether they are to be full-time, part-time or casual. Such decision will then be recorded in a time and wages record.

#### 10.3 Full-time employees

A full-time employee is an employee who is employed in a classification in Schedule C—Classifications and engaged to work 38 ordinary hours per week, or, where the employee is employed on a roster, an average of 38 hours per week over the roster cycle.

#### 10.4 Part-time employees

(a) A part-time employee is an employee who is employed in a classification in Schedule C—Classifications and who:

- (i) is engaged to work fewer than 38 ordinary hours per week or, where the employer operates a roster, an average of fewer than 38 hours per week over the roster cycle; and
- (ii) has reasonably predictable hours of work; and
- (iii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

(b) At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work either:

- (i) specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day; or
- (ii) specifying the roster that the employee will work (including the actual starting and finishing times for each shift) together with days or parts of days on which the employee will not be rostered.

(c) Any agreed variation to the hours of work will be recorded in writing.

(d) All time worked in excess of the hours as agreed under clause 10.4(b) or varied under clause 10.4(c) will be overtime and paid for at the rates prescribed in clause 23—Overtime.

(e) An employee who does not meet the definition of a part-time employee and

who is not a full-time employee will be employed as a casual employee.

- (f) A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.

## **10.5 Casual employees**

- (a) A casual employee is an employee who is engaged and paid as such.

- (b) **Casual loading**

In addition to the ordinary hourly rate and penalty rates payable for shift, weekend and public holiday work payable to full-time employees, casual employees will be paid a loading of 25% of the ordinary hourly rate for the classification in which they are employed.

## **10.6 Licensing**

- (a) This clause applies where State or Territory legislation making provision for the licensing of persons who perform work falling within the classifications in this award applies to an employer.
- (b) It is the responsibility of the employer to ensure that an employee holds the appropriate licence for:
  - (i) the classification in which the employee is employed; or
  - (ii) the work the employee is required to perform.
- (c) An employee who is employed in a classification in Schedule C—Classifications does not lose any entitlements under this award merely because the employee does not hold an appropriate licence.

[10.6(d) inserted by [PR562211](#) ppc 30Mar15]

- (d) Where an employee's security license has expired and not renewed, or been revoked, suspended or refused by the appropriate licensing authority and as a result the employee cannot carry out a security activity, the employer may stand the employee down from work without pay for a period of 2 weeks or such other period as may be agreed between the employer and the employee in order to resolve the licensing issue.

## **11. Termination of employment**

**11.1** Notice of termination is provided for in the NES.

### **11.2 Notice of termination by an employee**

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period

of notice required by this clause less any period of notice actually given by the employee.

### **11.3 Job search entitlement**

Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

## **12. Redundancy**

[Varied by [PR991944](#), [PR994514](#), [PR503618](#), [PR561478](#)]

**12.1** Redundancy pay is provided for in the NES.

### **12.2 Transfer to lower paid duties**

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

### **12.3 Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

### **12.4 Job search entitlement**

- (a) An employee given notice of termination in circumstances of redundancy must 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.
- (b) 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 must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 11.3.

### **12.5 Change of contract**

[12.5 varied by [PR994514](#) from 01Jan10]

- (a) This clause applies in addition to clause 8—Consultation of this award and s.120(1)(b)(i) of the Act, and applies on the change to the contractor who provides security services to a particular client from one security contractor (the outgoing contractor) to another (the incoming contractor).

- (b) Section 119 of the Act does not apply to an employee of the outgoing contractor where:
- (i) the employee of the outgoing contractor agrees to other acceptable employment with the incoming contractor; and
  - (ii) the outgoing contractor has paid to the employee all of the employee's accrued statutory and award entitlements on termination of the employee's employment.
- (c) To avoid doubt, s.119 of the Act does apply to an employee of an outgoing contractor where the employee is not offered acceptable employment with either the outgoing contractor or the incoming contractor.

#### **12.6 Transitional provisions – NAPSA employees**

[12.6 substituted by [PR994514](#); renamed by [PR503618](#); deleted by [PR561478](#) ppc 05Mar15]

#### **12.7 Transitional provisions – Division 2B State employees**

[12.7 inserted by [PR503618](#); deleted by [PR561478](#) ppc 05Mar15]

### **Part 4—Minimum Wages and Related Matters**

#### **13. Classifications**

- 13.1** Classifications are set out in Schedule C—Classifications. An employee performing work falling within the classification descriptions in Schedule C must be employed in a classification in Schedule C.
- 13.2** Despite an employee's classification, an employee is to perform all duties incidental to the tasks of the employee that are within the employee's level of skill, competence and training.

#### **14. Minimum wages**

[Varied by [PR994514](#), [PR997897](#), [PR509047](#), [PR522878](#), [PR536681](#), [PR551604](#), [PR566684](#), [PR579777](#)]

[14.1 varied by [PR994514](#) ppc 01Jan10, [PR997897](#), [PR509047](#), [PR522878](#), [PR536681](#), [PR551604](#), [PR566684](#), [PR579777](#) ppc 01Jul16]

- 14.1** An employer must pay full-time employees minimum weekly wages for ordinary hours (exclusive of penalties and allowances) as follows:

<b>Employee classification</b>	<b>Minimum weekly rate</b>
	\$
Security Officer Level 1	755.80
Security Officer Level 2	777.40
Security Officer Level 3	790.60
Security Officer Level 4	803.80
Security Officer Level 5	829.80



[14.2 deleted by [PR994514](#) from 01Jan10]

## 14.2 National training wage

[14.3 renumbered as 14.2 by [PR994514](#) from 01Jan10]

See Schedule D

## 15. Allowances

To view the current monetary amounts of work-related allowances refer to the [Allowances Sheet](#).

[Varied by [PR994514](#), [PR998121](#), [PR509169](#), [PR522999](#), [PR536802](#), [PR551725](#), [PR566826](#), [PR579521](#)]

### 15.1 Allowance rates

Employers must pay to an employee such allowances as the employee is entitled to under this clause at the following rates (which are expressed as a percentage of the [standard rate](#) being the minimum weekly wage for the Security Officer Level 3 classification):

#### (a) Wage related allowances

Allowance	Payable	% of <a href="#">standard rate</a>
First aid	per shift	0.68
	maximum per week	3.38
Firearm	per shift	0.34
	maximum per week	1.70
Broken shift	per broken shift	1.62
Supervision:		
1–5 employees	per week	4.22
6–10 employees	per week	4.87
11–20 employees	per week	6.32
over 20 employees	per week	7.46
Relieving officer	per week	4.18
Aviation	per hour	0.187

#### (b) Expense related allowances

[15.1(b) varied by [PR994514](#) from 01Jan10; [PR998121](#), [PR509169](#); [PR522999](#); [PR536802](#), [PR551725](#) ppc 01Jul14, [PR566826](#), [PR579521](#) ppc 01Jul16]

Allowance	Payable	Rate
Meal	if required to work more than 1 hour beyond end of shift without notice	\$15.99

<b>Allowance</b>	<b>Payable</b>	<b>Rate</b>
Vehicle:	if employee is required to use their own vehicle	
motor vehicle		\$0.78 per km
motorcycle		\$0.26 per km

## **15.2 Adjustment of expense related allowances**

[15.2 varied by [PR998121](#) ppc 01Jul10]

At the time of any adjustment to [standard rate](#), each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

<b>Allowance</b>	<b>Applicable Consumer Price Index figure</b>
Meal allowance	Take-away and fast foods sub-group
Vehicle allowance	Private motoring sub-group
Deduction for board and lodging	Rents sub-group

## **15.3 Meal allowance**

A meal allowance is payable to an employee who is required to work more than one hour beyond the completion of the employee's ordinary shift unless the employee was notified the previous day of the requirement to work additional time.

## **15.4 First aid allowance**

A first aid allowance is payable to an employee where an employee holds a Senior First Aid Certificate (also known as Apply First Aid or Workplace Level 2) and is requested or nominated by the employer to act as a first aider.

## **15.5 Firearm allowance**

A firearm allowance is payable to an employee who is required to carry a firearm.

## **15.6 Broken shift allowance**

A broken shift allowance is payable to an employee who is required to work a rostered shift in two periods of duty (excluding crib breaks).

**15.7 Supervision allowance**

A supervision allowance is payable to an employee who is required to supervise other employees, with the amount of such allowance depending upon the number of employees supervised.

**15.8 Relieving officer allowance**

A relieving officer allowance is payable to an employee who is, by agreement with the employer, appointed as a relieving officer. A relieving officer is engaged for the purpose of relieving at short notice another Security Officer and for whom a display of roster is not required. 24 hours' notice of shift will be given where possible.

**15.9 Vehicle allowance**

A vehicle allowance is payable to an employee who is required to use the employee's own motor vehicle or motor cycle for work purposes.

**15.10 Aviation allowance**

An aviation allowance is payable to an employee who is performing airport security work at a security regulated airport.

**15.11 Other matters**

**(a) Torch**

Where an employee is required to use a torch, the employer must provide the employee with a torch and batteries.

**(b) Uniform**

Where an employee is required to wear a uniform the employer must provide the employee with the uniform or reimburse the employee for the cost of the uniform.

**16. District allowances**

[Varied by [PR994514](#); deleted by [PR561478](#) ppc 05Mar15]

**17. Accident pay**

[Varied by [PR994514](#), [PR503618](#); deleted by [PR561478](#) ppc 05Mar15]

**18. Higher duties**

[18—Mixed functions renamed as Higher duties by [PR994514](#)]

**18.1** An employee who is required to do work for which a higher rate is fixed than that provided for their ordinary duties will, if such work exceeds a total of four hours on any day, be paid at the higher rate for all work done on such day.

**18.2** In all other cases the employee will be paid the higher rate for the actual time worked.

## 19. Payment of wages

Payment of wages will be made by cheque or electronic funds transfer, either weekly or fortnightly. Payment will be made not later than Thursday in the pay week. Where a public holiday falls in that week, payment will be made by Friday. Where a public holiday falls on a Friday, payment will be made no later than Wednesday of that week.

## 20. Superannuation

[Varied by [PR994514](#), [PR545982](#)]

### 20.1 Superannuation legislation

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

### 20.2 Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

### 20.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 20.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 20.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 20.3(a) or (b) was made.

### 20.4 Superannuation fund

[20.4 varied by [PR994514](#) from 01Jan10]

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 20.2 to another

superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 20.2 and pay the amount authorised under clauses 20.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) AustralianSuper;
- (b) Sunsuper; or

[20.4(c) varied by [PR545982](#) ppc 01Jan14]

- (c) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme.

[20.4(d) inserted by [PR545982](#) ppc 01Jan14]

- (d) a superannuation fund or scheme which the employee is a defined benefit member of.

## 20.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 20.2 and pay the amount authorised under clauses 20.3(a) or (b):

- (a) **Paid leave**—while the employee is on any paid leave;
- (b) **Work-related injury or illness**—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
  - (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
  - (ii) the employee remains employed by the employer.

## Part 5—Hours of Work and Related Matters

### 21. Ordinary hours of work and rostering

[Varied by [PR991944](#), [PR994514](#), [PR545781](#), [PR562211](#)]

#### 21.1 Ordinary hours and roster cycles

- (a) The ordinary hours of work are 38 hours per week or, where the employer chooses to operate a roster, an average of 38 hours per week to be worked on one of the following bases at the discretion of the employer:
  - (i) 76 hours within a roster cycle not exceeding two weeks;
  - (ii) 114 hours within a roster cycle not exceeding three weeks;

- (iii) 152 hours within a roster cycle not exceeding four weeks; or
  - (iv) 304 hours within a roster cycle not exceeding eight weeks.
- (b) The following time is ordinary working time for the purposes of this clause and must be paid for as such:
- (i) crib breaks;
  - (ii) time occupied by an employee in filling in any time record or cards or in the making of records (other than time spent checking in or out when entering or leaving the employer's premises);
  - (iii) time spent attending a court in the interest of the employer or any client of the employer in relation to any matter arising out of or in connection with the employee's duties;
  - (iv) time spent fitting the employee's own vehicle with any equipment or markings required by the employer (in relation to which the cost of any such equipment and markings must be met by the employer) unless the installation is required by reason of the employee choosing to change vehicles within three years of an initial fitting of equipment or markings; and
  - (v) time spent at the direction of the employer attending training courses (other than any course undertaken by an employee in order to obtain a security licence where the employee does not already hold a security licence under licencing legislation).

## 21.2 Shift duration

- (a) Ordinary time shifts must be limited in duration to:
- (i) for casual employees—a minimum of four and a maximum of 10 ordinary hours;
  - (ii) for full-time employees—a minimum of 7.6 and a maximum of 10 ordinary hours; and
  - (iii) for part-time employees—a minimum of one fifth of the employee's agreed weekly hours or four hours (whichever is the greater) and a maximum of 10 ordinary hours.
- (b) Notwithstanding clause 21.2(a), by agreement between the employer and the majority of employees concerned in a particular establishment, ordinary working hours exceeding 10 but not exceeding 12 hours per shift may be introduced subject to:
- (i) proper health monitoring procedures being introduced;
  - (ii) suitable roster arrangements being made;
  - (iii) proper supervision being provided;
  - (iv) adequate breaks being provided; and

- (v) an adequate trial or review process being implemented where 12 hour shifts are being introduced for the first time.
- (c) Employees are entitled to be represented for the purposes of negotiating such an agreement. Once agreement is reached it must be reduced to writing and kept as a time and wages record.

[21.2(d) varied by [PR994514](#) from 01Jan10]

- (d) Clause 21.2(b) is not intended to prevent an employer implementing 12 hour rosters through the use of regular rostered overtime (subject to the requirements in s.62 of the Act in relation to the right of an employer to require reasonable overtime) or individual flexibility agreements made pursuant to clause 7—Award flexibility.

### 21.3 Break between successive shifts

Each ordinary time shift must be separated from any subsequent ordinary time shift by a minimum break of not less than eight hours.

### 21.4 Long breaks

- (a) An employee must be given separate long breaks of continuous time off work in each roster cycle as follows:

<b>Length of roster cycle</b>	<b>Minimum number of breaks</b>
3 weeks	3 breaks of 2 days (48 continuous hours)
4 weeks	3 breaks of 3 days (72 continuous hours); or 4 breaks of 2 days (48 continuous hours)
8 weeks	6 breaks of 3 days (72 continuous hours); or 9 breaks of 2 days (48 continuous hours)

[21.4(b) substituted by [PR562211](#) ppc 30Mar15]

- (b) Regardless of the roster cycle, an employee on a roster cycle must not be required to work more than a total of 48 hours of ordinary time without a long break of at least 48 continuous hours.

### 21.5 Call back

- (a) An employee required to attend the employer's premises and/or the premises of a client or clients of the employer for any reason after leaving the place of employment (whether notified before or after leaving the place of employment) must be paid a minimum number of hours as specified below:
  - (i) where such attendance is required at the employer's premises for the purposes of a disciplinary and/or counselling interview and/or administrative procedures such as completing or attending to Workers Compensation Forms, Accident Reports, or Break/Entry Reports, the

employee must be paid a minimum payment of two hours at the appropriate rate for each such attendance;

(ii) except as provided in clause 21.5(a)(i), where such attendance is required at the employer's premises on a Monday through Saturday, the employee must be paid a minimum payment of three hours at the appropriate rate for each such attendance;

(iii) where any such attendance is required at the employer's premises on a Sunday the employee must be paid a minimum payment of four hours at the appropriate rate for each such attendance.

(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.

## **21.6 Meal and crib breaks**

### **(a) Meal breaks**

Except where it is operationally impracticable, an employee will be granted an unpaid meal break of not less than 30 minutes where a shift exceeds five hours duration. For the purpose of this subclause it will be operationally impractical to grant an unpaid meal break unless the employee is permitted to leave the client's premises or be unavailable for work during the period of the meal break.

### **(b) Crib breaks**

[21.6(b) substituted by [PR545781](#) ppc 17Dec13]

A paid crib break (or breaks) must be allowed on shifts of more than four hours. A crib break of not less than 10 minutes on a shift of more than four hours, not less than 20 minutes on an eight hour shift, not less than 25 minutes on a 10 hour shift, and not less than 30 minutes on a 12 hour shift must be provided. For shifts of eight hours or more, the time must be allowed not earlier than four hours nor later than five hours after the time of commencement of each shift where it is reasonably practicable to do so.

## **21.7 Broken shifts**

Employees may be rostered to work ordinary hours in up to two periods of duty, exclusive of crib breaks, per day, with a minimum payment of three hours for each period of duty.

## **21.8 Shift start/end times**

Except in the case of a broken shift, shifts must be continuous and an employee's commencing and ceasing times of ordinary hours of work must operate at the actual job or work station. However:

(a) where an employee is required to collect (prior to proceeding to the work site) or return (after completion of duty) company equipment (such as a gun, keys, car, etc.) from a location other than the actual work site or sites; and

(b) the collection and/or return of such equipment adds more than 15 minutes to



the time which would otherwise be required for the employee to travel between the employee's normal work site or location and the employee's residence;

the commencing and ceasing times of ordinary work must operate from such point of collection and such point of return respectively.

**21.9 Rostered days off**

- (a) An employer may implement a system of rostered days off for the whole or a section of the employer's business by either of the following methods:
- (i) by rostering employees off on various days of the week in a roster cycle of three, four or eight weeks so that each employee has:
- in the case of a three or four week cycle—one day off during that cycle; or
  - in the case of an eight week cycle—two days off during that cycle; or
- (ii) by any other method which best suits the whole or a section of the business and is agreed to by the employer and a majority of employees affected.

Provided that any existing arrangement will not be altered without the agreement of a majority of employees in the affected section of the business.

- (b) Where any rostered day off prescribed by clause 21.9(a) above falls on a public holiday, the next working day will be taken in substitution for the rostered day off unless an alternative day in the current cycle or the next is agreed in writing between the employer and the employee.
- (c) Where agreement has been reached between the employee and employer, up to 10 rostered days off may be banked and taken at an agreed time.

[21.9(d) varied by [PR994514](#) from 01Jan10]

- (d) An employee who fails to attend for work on the working day before or the working day after a rostered day off without the consent of the employer or without evidence in accordance with s.107 of the Act will not be paid for such rostered day off.

**21.10** The following clauses apply in connection with a system of rostered days off implemented pursuant to clause 21.9:

- (a) Each day of paid leave taken (except a relevant rostered period off) and any public holiday occurring during any such roster cycle will be regarded as a day worked for accrual purposes.
- (b) An employee who has not worked a complete roster cycle and who has not taken the relevant rostered period off for that cycle will be paid for the relevant rostered period off on a pro rata basis for each day or half day worked or regarded as having been worked in such cycle. This payment will also be made on termination of employment.
- (c) Any agreement made with an employee or employees must be recorded in writing, and must be recorded in the time and wages records kept pursuant to

the Act or any associated regulations.

**21.11 Notice of rosters**

Employees (other than relieving officers and casual employees) must work their ordinary hours of work in accordance with a roster for which advance notice has been given. A relieving officer or casual employee may also, at the employer's discretion, work their ordinary hours of work in accordance with a roster for which advance notice has been given.

**21.12 Display of roster and notice of change of roster**

The employer must notify employees who work their ordinary hours in accordance with a roster of the commencing and ceasing times of their rostered hours of work either by posting the roster on a noticeboard which is conveniently located at or near the workplace or through electronic means. Such times, once notified, may not be changed without the payment of overtime, or by seven days' notice given in accordance with this clause. However, by agreement between the employer and the employee less than seven days' notice may be substituted.

**22. Penalty rates**

**22.1** In this clause a span refers to a period or periods as follows:

<b>Span</b>	<b>Period</b>
Day span	0600 hrs to 1800 hrs Monday to Friday (excluding hours on a day that is a public holiday)
Night span	0000 hrs to 0600 hrs and 1800 hrs to 2400 hrs throughout the period from 0000 hours Monday to 2400 hours Friday (excluding hours on a day that is a public holiday)
Saturday span	0000 hrs to 2400 hrs on a Saturday
Sunday span	0000 hrs to 2400 hrs on a Sunday
Public holiday span	0000 hrs to 2400 hrs on a public holiday

**22.2 Permanent night work** means work performed during a night span over the whole period of a roster cycle in which more than two thirds of the employee's ordinary shifts include ordinary hours between 0000 hrs and 0600 hrs.

**22.3 Penalty rates**

Penalty rates apply to ordinary hours worked as follows:

<b>Hours worked during</b>	<b>Penalty rate in addition to ordinary time rate</b>
	%
Night span	21.7

<b>Hours worked during</b>	<b>Penalty rate in addition to ordinary time rate</b>
	<b>%</b>
Night span (Permanent night work)	30
Saturday span	50
Sunday span	100
Public holiday span	150

## **23. Overtime**

**23.1** Reasonable overtime is provided for in the NES.

**23.2** An employee must not be required to work more than 14 hours (including breaks to which the employee is entitled under this award).

### **23.3 Overtime rates**

Where an employee works overtime the employer must pay to the employee the ordinary time rate for the period of overtime together with a loading as follows:

<b>For overtime worked on</b>	<b>Loading payable in addition to ordinary time rate</b>
	<b>%</b>
Monday to Friday—first 2 hours	50
Monday to Friday—thereafter	100
Saturday—first 2 hours	50
Saturday—thereafter	100
Sunday	100
Public holiday	150

**23.4** Where a period of overtime commences on one day and continues into the following day, the portion of the period worked on each day attracts the loading applicable to that day.

### **23.5 Minimum break following overtime**

(a) An employee should have a break off duty of at least eight hours between:

- (i) the conclusion of a shift or, if the employee worked overtime following the end of the shift, at the conclusion of such overtime; and

- (ii) the commencement of work on the next shift or, if there is any pre-shift overtime before the commencement of the next shift, the commencement of that pre-shift overtime.
- (b) Where an employee has not had at least eight hours off duty between those times, the employee must, subject to this subclause, be released after completion of such overtime until the employee has eight hours off duty without loss of pay for ordinary time occurring during such absence. If on the instructions of the employer such an employee resumes or continues work without having had such period off duty the employee must be paid at 200% ordinary time until released from duty for such period and such employee is then entitled to be absent until the employee has had such period off duty without loss of pay for ordinary working time occurring during such absence.

## Part 6—Leave and Public Holidays

### 24. Annual leave

[Varied by [PR991944](#), [PR994514](#), [PR998121](#), [PR509169](#), [PR522999](#), [PR536802](#), [PR546345](#), [PR551725](#), [PR567248](#), [PR566826](#), [PR579521](#)]

**24.1** Annual leave is provided for in the NES. Annual leave does not apply to casual employees. This clause supplements or deals with matters incidental to the NES provisions.

#### 24.2 Definition of shiftworker

[24.2 substituted by [PR567248](#) ppc 27 May 2015]

For the purpose of the NES, a shiftworker is an employee:

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

#### 24.3 Taking annual leave

[24.3 varied by [PR994514](#) from 01Jan10]

Annual leave is to be taken within two years of the entitlement accruing. For the purpose of ensuring accrued annual leave is taken within that period, or because of a temporary or seasonal slowdown in the employer's business, and in the absence of agreement as provided for in s.88 of the Act, an employer may require an employee to take a period of annual leave from a particular date provided the employee is given at least 28 days' notice.

#### 24.4 Payment for annual leave

Before the start of the employee's annual leave the employer must pay the employee in respect of the period of such leave the greater of:

- (a) the amount the employee would have earned during the period of leave for working their normal hours, exclusive of overtime, had they not been on leave; and
- (b) the employee's ordinary time rate specified in clause 14.1, together with, where applicable, the leading hand allowance, relieving officer's allowance and first aid allowance prescribed in clause 15.1(a) respectively, plus a loading of 17.5%.

#### **24.5 Leave allowed before due date**

By agreement between an employer and an employee a period of annual leave may be taken in advance of the entitlement accruing. Provided that if leave is taken in advance and the employment terminates before the entitlement has accrued the employer may make a corresponding deduction from any money due to the employee on termination.

#### **24.6 Annual close down**

- (a) Where an employer intends temporarily to close (or reduce to nucleus) the place of employment or a section of it for the purpose, amongst others, of allowing annual leave to the employees concerned or a majority of them, the employer must give those employees one month's notice in writing of an intention to apply the provisions of this clause. In the case of any employee engaged after notice has been given, notice must be given to that employee on the date of their engagement.

[24.6(b) substituted by [PR546345](#) ppc 24Jan14]

- (b) Where an employee has been given notice pursuant to clause 24.6(a) and the employee has:
  - (i) accrued sufficient annual leave to cover the full period of closing, the employee must take paid annual leave for the full period of closing;
  - (ii) insufficient accrued annual leave to cover the full period of closing, the employee must take paid annual leave to the full amount accrued and leave without pay for the remaining period of the closing; or
  - (iii) no accrued annual leave, the employee must take leave without pay for the full period of closing.

[24.6(c) substituted by [PR546345](#) ppc 24Jan14]

- (c) Public holidays that fall within the period of close down will be paid as provided for in this award and will not count as a day of annual leave or leave without pay.

#### **24.7 Payment of accrued annual leave on termination**

[24.7 varied by [PR994514](#) from 01Jan10]

Where an employee is entitled to a payment on termination of employment as provided in s.90(2) of the Act, the employer must also pay to the employee an amount calculated in accordance with clause 24.4(a). The employer must also pay to

the employee a loading of 17.5% in accordance with clause 24.4(b) unless the employee has been dismissed for misconduct.

**24.8** In relation to any employee **ordinary pay** means:

- (a) remuneration for the employee's normal weekly number of hours of work calculated at the ordinary time rate of pay; and
- (b) where the employee is provided with board or lodging by the employer, ordinary pay includes the cash value of that board or lodging.

**24.9** For the purpose of the definition of the term ordinary pay in clause 24.8:

- (a) where no ordinary time rate of pay is fixed for an employee's work under the terms of employment, the ordinary time rate of pay is deemed to be the average weekly rate earned during the period in respect of which the right to the annual leave accrues;
- (b) where no normal weekly number of hours is fixed for an employee under the terms of employment, the normal weekly number of hours of work is deemed to be the average weekly number of hours worked during the period in respect of which the right to the annual leave accrues;

[24.9(c) varied by [PR998121](#), [PR509169](#), [PR522999](#), [PR536802](#), [PR551725](#), [PR566826](#), [PR579521](#) ppc 01Jul16]

- (c) the cash value of any board or lodging provided for an employee is deemed to be its cash value as fixed by or under the terms of the employee's employment or, if it is not so fixed, must be computed at the rate of \$2.63 a week for board and \$1.33 a week for lodging; and
- (d) the value of any board or lodging or the amount of any payment in respect of board or lodging must not be included in any case where it is provided or paid for not as part of the ordinary pay but because:
  - (i) the work done by the employee is in such a locality as to necessitate their sleeping elsewhere than at their genuine place of residence; or
  - (ii) because of any other special circumstances.
- (e) **Week** in relation to any employee means the employee's ordinary working week.

## **25. Personal/carer's leave and compassionate leave**

Personal/carer's leave and compassionate leave are provided for in the NES.

## **26. Public holidays**

**26.1** Public holiday entitlements are provided for in the NES.

### **26.2 Substitution of public holidays by agreement**

By agreement between the employer and the majority of employees in an enterprise another day may be substituted for a public holiday.

**26.3** The penalty rate for work on a public holiday is specified in clause 22.3.

**27. Community service leave**

Community service leave is provided for in the NES.

## Schedule A—Transitional Provisions

[Varied by [PR991944](#), [PR503618](#)]

### A.1 General

**A.1.1** The provisions of this schedule deal with minimum obligations only.

**A.1.2** The provisions of this schedule are to be applied:

- (a) when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this award on the other;
- (b) when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;
- (c) when a loading or penalty in this award has no equivalent provision in a relevant transitional minimum wage instrument or award-based transitional instrument; or
- (d) when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

### A.2 Minimum wages – existing minimum wage lower

**A.2.1** The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage lower than that in this award for any classification of employee.

**A.2.2** In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

**A.2.3** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.



**A.2.4** The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.

**A.2.5** From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

**First full pay period on or after**

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

**A.2.6** The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

**A.2.7** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

**A.3 Minimum wages – existing minimum wage higher**

**A.3.1** The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage higher than that in this award for any classification of employee.

**A.3.2** In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

**A.3.3** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

**A.3.4** The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.

**A.3.5** From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

**First full pay period on or after**

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

**A.3.6** The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.

**A.3.7** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

#### **A.4 Loadings and penalty rates**

For the purposes of this schedule loading or penalty means a:

- casual or part-time loading;
- Saturday, Sunday, public holiday, evening or other penalty;
- shift allowance/penalty.

#### **A.5 Loadings and penalty rates – existing loading or penalty rate lower**

**A.5.1** The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a lower rate than the equivalent loading or penalty in this award for any classification of employee.

**A.5.2** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument for the classification concerned.

**A.5.3** The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.

**A.5.4** From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

**First full pay period on or after**

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

**A.5.5** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

**A.6 Loadings and penalty rates – existing loading or penalty rate higher**

**A.6.1** The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a higher rate than the equivalent loading or penalty in this award, or to pay a particular loading or penalty and there is no equivalent loading or penalty in this award, for any classification of employee.

**A.6.2** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument.

**A.6.3** The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage. Where there is no equivalent loading or penalty in this award, the transitional percentage is the rate in A.6.2.

**A.6.4** From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

**First full pay period on or after**

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

**A.6.5** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

**A.7 Loadings and penalty rates – no existing loading or penalty rate**

**A.7.1** The following transitional arrangements apply to an employer not covered by clause A.5 or A.6 in relation to a particular loading or penalty in this award.

**A.7.2** Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this award.

**A.7.3** From the following dates the employer must pay no less than the following percentage of the loading or penalty in this award:

**First full pay period on or after**

1 July 2010	20%
1 July 2011	40%
1 July 2012	60%
1 July 2013	80%

**A.7.4** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

**A.8 Former Division 2B employers**

[A.8 inserted by [PR503618](#) ppc 01Jan11]

**A.8.1** This clause applies to an employer which, immediately prior to 1 January 2011, was covered by a Division 2B State award.

**A.8.2** All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.

**A.8.3** Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loadings and penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.

**A.8.4** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.

**A.8.5** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty rate in this award.

- A.8.6** In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 1 July 2014.

## **Schedule B—Additional Transitional Provisions**

[Sched B inserted by [PR991944](#) ppc 01Jan10]

### **B.1 HMAS Creswell allowance**

An employee engaged at HMAS Creswell, in the Jervis Bay Territory, must be paid an allowance of 1.13% of the [standard rate](#) per day. This allowance is not payable when an employee is off work on annual leave, sick leave and/or public holidays or in calculating other extra payments prescribed by this award.

### **B.2 Isolation allowance**

An employee engaged at the Cotter Defence Communications Facility, A.C.T., must be paid an allowance of 1.59% of the [standard rate](#) per day. This allowance is not payable when an employee is off work on annual leave, sick leave and/or public holidays nor in calculating other extra payments prescribed by this award.

### **B.3 Space tracking station allowance**

An employee engaged at the Deep Space Station, Tidbinbilla, A.C.T., must be paid an allowance of 12.5% of the [standard rate](#) per week.

This allowance is payable when an employee is on annual leave, sick leave and/or public holidays but is not to be used in calculating other extra payments prescribed by this award.

### **B.4 Civil construction disability allowance—Queensland**

An employee engaged as a traffic controller in, or in connection with, a civil construction site must be paid the allowance of 3.47% of the [standard rate](#) per week. The allowance is deemed to be part of the ordinary weekly wage for all purposes of this award.

### **B.5 Site allowances—Queensland**

An all purpose site allowance of 7.84% of the [standard rate](#) per week must be paid to all employees at the following sites in Queensland: power plant, mine site, abattoir, gas works, garbage tips, refinery, brewery and sites where unpleasant odours or noxious fumes are present.

### **B.6 Dog handling—Queensland**

An employee in Queensland required to own, maintain and use a dog in the course of their duties must be fully reimbursed by the employer for all expenses or paid instead an allowance of 10% of the [standard rate](#) per week.

**B.7** This schedule ceases to operate on 31 December 2014.

## Schedule C—Classifications

[Sched A renumbered as Sched C by [PR991944](#) ppc 01Jan10; varied by [PR994514](#); substituted by [PR518837](#) ppc 09Jan12]

### C.1 Security Officer Level 1

#### C.1.1 A Security Officer Level 1:

- (a) is responsible for the quality of their own work subject to general supervision;
- (b) works under general supervision, which may not necessarily be at the site where the officer is posted, either individually or in a team environment;
- (c) exercises discretion within their level of skills and training; and
- (d) assists in the provision of on-the-job training.

#### C.1.2 Indicative of the tasks which an employee at this level may perform are the following:

- (a) watch, guard or protect persons and/or premises and/or property at sites/locations where the complex use of computer technology is not required;
- (b) basic crowd control functions including at shopping centres, major events, sporting tournaments, nightclubs, sporting venues and other entertainment venues or public areas where events, concerts or similar activities are conducted;
- (c) be stationed at an entrance/exit, where principal duties will include the control of movement of persons, vehicles, goods/property coming out of or going into premises or property, including vehicles carrying goods of any description, to ensure that the quantity and description of such goods is in accordance with the requirements of the relevant document/gate pass;
- (d) respond to basic fire/security alarms at their designated post;
- (e) in performing the duties referred to above the officer may be required to use electronic equipment such as hand-held scanners and simple closed circuit television systems utilising basic keyboard skills which do not require data input;
- (f) provide safety induction to employees, contractors or visitors to the site; and
- (g) control access to and exit from an airside security zone or landside security zone at an airport.

### C.2 Security Officer Level 2

#### C.2.1 An employee at this level performs work above and beyond the skills of a Security Officer Level 1 and to the level of their skills, competence and training.

#### C.2.2 A Security Officer Level 2:

- (a) works from complex instructions and procedures under general supervision which may not necessarily be at the site where the officer is posted;
- (b) assists in the provision of on-the-job training;
- (c) exercises good interpersonal communications skills;
- (d) co-ordinates work in a team environment or works individually under general supervision of a more senior security officer who may not necessarily be at the site where the officer is posted;
- (e) is responsible for assuring the quality of their own work; and
- (f) is required to act as first response to security incidents/matters.

**C.2.3** Indicative of the tasks which an employee at this level may perform are the following:

- (a) duties of securing, watching, guarding, protecting as directed, including responses to alarm signals and attendances at and minor non-technical servicing of ATMs. Such work must not be undertaken alone and must not include cash replenishment at ATMs;
- (b) crowd control functions including at shopping centres, major events, sporting tournaments, nightclubs, sporting venues and other entertainment venues or public areas where events, concerts or similar activities are conducted;
- (c) patrol in a vehicle two or more separate establishments or sites, including where more than one site held by the same business is patrolled;
- (d) monitor and respond to electronic intrusion detection or access control equipment terminating at a visual display unit and/or computerised printout (except for simple closed circuit television systems). Such work must not include complex data input into a computer;
- (e) monitor and act upon walk-through electromagnetic detectors; and/or monitor, interpret and act upon screen images using x-ray imaging and/or observation equipment, including in or in connection with airport security zones;
- (f) operate a public weigh-bridge;
- (g) record and/or report security incidents or matters on a computer based system;
- (h) control a dog used to assist the security officer to carry out the duties of watching, guarding or protecting persons, premises or property; and
- (i) conduct frisk searches of persons and screening using explosive trace detection including in or in connection with airport security zones.

**C.2.4** A Security Officer Level 2 may be required to perform the duties of a Security Officer Level 1 provided that such duties are not designed to promote deskilling.

### **C.3 Security Officer Level 3**

**C.3.1** A Security Officer Level 3 works above and beyond the skills of an employee at Levels 1 and 2, and to the level of their skills, competence and training.



**C.3.2** A Security Officer Level 3:

- (a) works from complex instructions and procedures under limited supervision;
- (b) exercises good interpersonal and communications skills;
- (c) exercises computer skills at a level higher than Level 2;
- (d) assists in the provision of on-the-job training;
- (e) exercises discretion within the scope of this classification level; and
- (f) performs work independently under limited supervision either individually or in a team environment.

**C.3.3** Indicative of the tasks which an employee at this level may be required to perform are the following:

- (a) control of movement of persons, vehicles, stock and material at gatehouses and similar locations utilising, monitoring and operating computer based systems requiring data input, including manipulation of spreadsheet based computer programs or other advanced monitoring system;
- (b) monitor and operate, under supervision, building operation systems terminating at a visual display unit or computerised printout, including the monitoring of complex fire alarms, water towers/chillers, temperatures and other similar building operational system functions;
- (c) stock and material control at computerised gatehouses and similar locations requiring data input and manipulation of computer programs e.g. Microsoft Excel and other similar computer programs; and
- (d) provide safety induction to employees, contractors or visitors to the site; and
- (e) monitor and act upon walk-through electromagnetic detectors; and/or monitor, interpret and act upon screen images using x-ray imaging and/or observation equipment, including in or in connection with airport security zones.

**C.3.4** A Security Officer Level 3 may be required to perform the duties of Security Officers at Levels 1 and 2 provided that such duties are not designed to promote deskilling.

**C.4 Security Officer Level 4**

**C.4.1** A Security Officer Level 4 works above and beyond an employee at Levels 1, 2 and 3, and to the level of their skills, competence and training.

**C.4.2** A Security Officer Level 4:

- (a) works individually or in a team environment under limited supervision which may not necessarily be at the site where the officer is posted;
- (b) assists in the provision of on-the-job training;
- (c) exercises discretion within the scope of this classification level;
- (d) exercises computer skills at a higher level than Level 3; and

(e) exercises high level interpersonal and communications skills.

**C.4.3** Indicative of the tasks which an employee at this level may be required to perform are the following:

- (a) monitoring, recording, inputting information or reacting to signals and instruments related to electronic surveillance of any kind within a central station or at a particular location;
- (b) keyboard operation to alter the parameters within an integrated intelligent building management and/or security system, including operating computer programs which have the ability to lock/unlock doors, program access cards, audit door access by individual as well as recording time and date of access; and
- (c) the co-ordinating, monitoring or recording of the activities of security officers utilising a verbal or computer based communications system within a central station including in or in connection with an airport security zone.

**C.4.4** A Security Officer Level 4 may be required to perform the duties of security officers at Levels 1, 2 and 3 provided that such duties are not designed to promote deskilling.

## **C.5 Security Officer Level 5**

**C.5.1** A Security Officer Level 5 works above and beyond an employee at Levels 1, 2, 3 and 4 and to the level of their skills, competence and training and may co-ordinate the work of Security Officers working in a team environment within a central station.

**C.5.2** A Security Officer Level 5:

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

**C.5.3** Indicative of the tasks which an employee at this level may be required to perform are the following:

- (a) keyboard operation to alter the parameters within an integrated intelligent building management and/or security system including operating computer programs which have the ability to remotely lock/unlock doors, program access cards, audit and record door access by individuals as well as recording time and date of access; and
- (b) the co-ordinating, monitoring or recording of the activities of security officers utilising a verbal or computer based communications system with a central station at the particular site or location including in or in connection with an airport security zone.

- C.5.4** A Security Officer Level 5 may be required to perform the duties of security officers at Levels 1, 2, 3 and 4 provided that such duties are not designed to promote deskilling.

## Schedule D—National Training Wage

[Sched D inserted by [PR994514](#) ppc 01Jan10; varied by [PR997897](#), [PR509047](#), [PR522878](#), [PR536681](#), [PR545787](#), [PR551604](#), [PR566684](#), [PR579777](#)]

### D.1 Title

This is the *National Training Wage Schedule*.

### D.2 Definitions

In this schedule:

**adult trainee** is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level

**approved training** means the training specified in the training contract

**Australian Qualifications Framework (AQF)** is a national framework for qualifications in post-compulsory education and training

**out of school** refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:

- (a) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
- (b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
- (c) not include any period during a calendar year in which a year of schooling is completed

**relevant State or Territory training authority** means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation

**relevant State or Territory vocational education and training legislation** means the following or any successor legislation:

Australian Capital Territory: *Training and Tertiary Education Act 2003*;

New South Wales: *Apprenticeship and Traineeship Act 2001*;

Northern Territory: *Northern Territory Employment and Training Act 1991*;

Queensland: *Vocational Education, Training and Employment Act 2000*;

South Australia: *Training and Skills Development Act 2008*;

Tasmania: *Vocational Education and Training Act 1994*;

Victoria: *Education and Training Reform Act 2006*; or

Western Australia: *Vocational Education and Training Act 1996*

**trainee** is an employee undertaking a traineeship under a training contract

**traineeship** means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

**training contract** means an agreement for a traineeship made between an employer and an employee which is registered with the relevant State or Territory training authority

**training package** means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package

**year 10** includes any year before Year 10

### **D.3 Coverage**

- D.3.1** Subject to clauses D.3.2 to D.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by Appendix D1 to this schedule or by clause D.5.4 of this schedule.
- D.3.2** This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in Appendix D1 to this schedule.
- D.3.3** This schedule does not apply to the apprenticeship system or to any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.
- D.3.4** This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.
- D.3.5** Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.
- D.3.6** At the conclusion of the traineeship, this schedule ceases to apply to the employee.

### **D.4 Types of Traineeship**

The following types of traineeship are available under this schedule:

- D.4.1** a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and
- D.4.2** a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

## D.5 Minimum Wages

[D.5 substituted by [PR997897](#), [PR509047](#), [PR522878](#), [PR536681](#), [PR551604](#), [PR566684](#), [PR579777](#) ppc 01Jul16]

### D.5.1 Minimum wages for full-time traineeships

#### (a) Wage Level A

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	302.20	332.80	396.50
Plus 1 year out of school	332.80	396.50	461.40
Plus 2 years out of school	396.50	461.40	537.00
Plus 3 years out of school	461.40	537.00	614.80
Plus 4 years out of school	537.00	614.80	
Plus 5 or more years out of school	614.80		

#### (b) Wage Level B

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	Per week	per week
	\$	\$	\$
School leaver	302.20	332.80	385.80
Plus 1 year out of school	332.80	385.80	443.80
Plus 2 years out of school	385.80	443.80	520.40
Plus 3 years out of school	443.80	520.40	593.60
Plus 4 years out of school	520.40	593.60	
Plus 5 or more years out of school	593.60		

#### (c) Wage Level C

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training

package and AQF certificate levels are allocated to Wage Level C by Appendix D1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per week</b>	<b>per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	302.20	332.80	385.80
Plus 1 year out of school	332.80	385.80	434.30
Plus 2 years out of school	385.80	434.30	485.20
Plus 3 years out of school	434.30	485.20	540.60
Plus 4 years out of school	485.20	540.60	
Plus 5 or more years out of school	540.60		

**(d) AQF Certificate Level IV traineeships**

- (i) Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clause D.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

<b>Wage level</b>	<b>First year of</b>	<b>Second and</b>
	<b>traineeship</b>	<b>subsequent years of</b>
	<b>per week</b>	<b>traineeship</b>
	<b>\$</b>	<b>\$</b>
Wage Level A	638.50	663.20
Wage Level B	616.00	639.70
Wage Level C	560.60	581.80

**D.5.2 Minimum wages for part-time traineeships**

**(a) Wage Level A**

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix D1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	9.94	10.96	13.05
Plus 1 year out of school	10.96	13.05	15.19
Plus 2 years out of school	13.05	15.19	17.66
Plus 3 years out of school	15.19	17.66	20.21
Plus 4 years out of school	17.66	20.21	
Plus 5 or more years out of school	20.21		

**(b) Wage Level B**

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix D1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	9.94	10.96	12.70
Plus 1 year out of school	10.96	12.70	14.60
Plus 2 years out of school	12.70	14.60	17.13
Plus 3 years out of school	14.60	17.13	19.54
Plus 4 years out of school	17.13	19.54	
Plus 5 or more years out of school	19.54		

**(c) Wage Level C**

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix D1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	9.94	10.96	12.70
Plus 1 year out of school	10.96	12.70	14.28
Plus 2 years out of school	12.70	14.28	15.95
Plus 3 years out of school	14.28	15.95	17.78



	Highest year of schooling completed		
	Year 10 per hour \$	Year 11 per hour \$	Year 12 per hour \$
Plus 4 years out of school	15.95	17.78	
Plus 5 or more years out of school	17.78		

**(d) School-based traineeships**

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by Appendix D1 are as follows when the trainee works ordinary hours:

Year of schooling	
Year 11 or lower per hour \$	Year 12 per hour \$
9.94	10.96

**(e) AQF Certificate Level IV traineeships**

(i) Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

(ii) Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship per hour \$	Second and subsequent years of traineeship per hour \$
Wage Level A	21.00	21.82
Wage Level B	20.24	21.03
Wage Level C	18.44	19.15

**(f) Calculating the actual minimum wage**

(i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses D.5.2(a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.

- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses D.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.
- (iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses D.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

### **D.5.3 Other minimum wage provisions**

- (a) An employee who was employed by an employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.
- (b) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

### **D.5.4 Default wage rate**

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by Appendix D1 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

## **D.6 Employment conditions**

- D.6.1** A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.
- D.6.2** A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- D.6.3** Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.

[Note inserted by [PR545787](#) ppc 01Jan14]

Note: The time to be included for the purpose of calculating the wages for part-time trainees whose approved training is fully off-the-job is determined by clause D.5.2(f)(ii) and not by this clause.

**D.6.4** Subject to clause D.3.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.

## Appendix D1: Allocation of Traineeships to Wage Levels

The wage levels applying to training packages and their AQF certificate levels are:

### D1.1 Wage Level A

Training package	AQF certificate level
Aeroskills	II
Aviation	I II III
Beauty	III
Business Services	I II III
Chemical, Hydrocarbons and Refining	I II III
Civil Construction	III
Coal Training Package	II III
Community Services	II III
Construction, Plumbing and Services Integrated Framework	I II III
Correctional Services	II III
Drilling	II III
Electricity Supply Industry—Generation Sector	II III (in Western Australia only)
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I II III (in Western Australia only)
Financial Services	I II III
Floristry	III
Food Processing Industry	III

<b>Training package</b>	<b>AQF certificate level</b>
Gas Industry	III
Information and Communications Technology	I II III
Laboratory Operations	II III
Local Government (other than Operational Works Cert I and II)	I II III
Manufactured Mineral Products	III
Manufacturing	I II III
Maritime	I II III
Metal and Engineering (Technical)	II III
Metalliferous Mining	II III
Museum, Library and Library/Information Services	II III
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I II III
Training and Assessment	III
Transport and Distribution	III
Water Industry (Utilities)	III

## D1.2 Wage Level B

Training package	AQF certificate level
Animal Care and Management	I
	II
	III
Asset Maintenance	I
	II
	III
Australian Meat Industry	I
	II
	III
Automotive Industry Manufacturing	II
	III
Automotive Industry Retail, Service and Repair	I
	II
	III
Beauty	II
Caravan Industry	II
	III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I
	II
	III
Extractive Industries	II
	III
Fitness Industry	III
Floristry	II
Food Processing Industry	I
	II
Forest and Forest Products Industry	I
	II
	III
Furnishing	I
	II
	III
Gas Industry	I
	II
Health	II
	III
Local Government (Operational Works)	I
	II

<b>Training package</b>	<b>AQF certificate level</b>
Manufactured Mineral Products	I II
Metal and Engineering (Production)	II III
Outdoor Recreation Industry	I II III
Plastics, Rubber and Cablemaking	II
Printing and Graphic Arts	II III
Property Services	I II III
Public Safety	I II
Pulp and Paper Manufacturing Industries	I II
Retail Services	I II
Screen and Media	I II III
Sport Industry	II III
Sugar Milling	I II III
Textiles, Clothing and Footwear	I II
Transport and Logistics	I II
Visual Arts, Craft and Design	I II III
Water Industry	I II

### D1.3 Wage Level C

Training package	AQF certificate level
Agri-Food	I
Amenity Horticulture	I II III
Conservation and Land Management	I II III
Funeral Services	I II III
Music	I II III
Racing Industry	I II III
Rural Production	I II III
Seafood Industry	I II III



## Schedule E—2016 Part-day Public Holidays

[Sched E inserted by [PR532630](#) ppc 23Nov12; renamed and varied by [PR544519](#) ppc 21Nov13; renamed and varied by [PR557581](#), [PR573679](#), [PR580863](#) ppc 31May16]

This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the NES.

- E.1** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December 2016) or New Year's Eve (31 December 2016) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
  - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
  - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
  - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
  - (e) Excluding annualised salaried employees to whom clause E.1(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
  - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.

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- (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause E.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

This schedule is not intended to detract from or supplement the NES.

This schedule is an interim provision and subject to further review.