

# Corrections and Detention (Private Sector) Award 2010

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 18 April 2019 ([PR706939](#)).

Clause(s) affected by the most recent variation(s):

12—Redundancy

Current review matter(s): [AM2014/47](#); [AM2014/190](#); [AM2014/196](#); [AM2014/197](#); [AM2014/201](#); [AM2014/300](#); [AM2014/301](#); [AM2015/1](#); [AM2015/2](#); [AM2016/15](#); [AM2016/17](#); [AM2016/8](#); [AM2018/6](#)

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## Part 1—Application and Operation

### 1. Title

This award is the *Corrections and Detention (Private Sector) Award 2010*.

### 2. Commencement and transitional

[Varied by [PR542230](#)]

**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. The arrangements in Schedule A 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 [PR542230](#) 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 [PR542230](#) 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 [PR542230](#) 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 [PR997772](#), [PR503678](#), [PR546109](#)]

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

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

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

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

[Definition of **default fund employee** inserted by [PR546109](#) 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 [PR546109](#) 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 [PR503678](#) 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 [PR503678](#) 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 [PR997772](#) from 01Jan10]

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

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

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

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

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[Definition of **exempt public sector superannuation scheme** inserted by [PR546109](#) ppc 01Jan14]

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

[Definition of **MySuper product** inserted by [PR546109](#) ppc 01Jan14]

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

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

**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

**remote work** means work required to be performed in any location that is operated by the employer as a remote location, including but not limited to sites operating on a fly in/fly out, drive in/drive out (FIFO/DIDO) or bus in/bus out basis

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

**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

- 4.1 This industry award covers employers throughout Australia in the corrections and detention industry and their employees in the classifications listed in clause 13—Classifications to the exclusion of any other modern award.

- 4.2 In this award, the **corrections and detention industry** means the private operation of correctional facilities, custody centres, court custody services and detention facilities, and the private operation of prisoner or detainee facilities or services, including the provision of security escort services to and from correctional facilities, courts and/or hospitals carried out by private operators.

- 4.3 This award does not cover contractors to owners or operators of corrections and detention industry facilities, and the employees of such contractors, where such contractors are covered by any of the following awards:

- (a) *Building and Construction General On-site Award 2010*;
- (b) *Clerks—Private Sector Award 2010*;
- (c) *Electrical, Electronic and Communications Contracting Award 2010*;
- (d) *Joinery and Building Trades Award 2010*;

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- (e) *Manufacturing and Associated Industries and Occupations Award 2010*;
- (f) *Mobile Crane Hiring Award 2010*;
- (g) *Plumbing and Fire Sprinklers Award 2010*; and
- (h) *Security Services Industry Award 2010*,

unless such contractor is a sub-contract operator of a corrections and detention industry facility.

- 4.4** The award does not cover an employee excluded from award coverage by the Act.
- 4.5** 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.
- 4.6** 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.
- 4.7** 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** This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.
- 4.9** 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 (including having regard to historical coverage of such employees).

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.

## **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. Individual flexibility arrangements**

[Varied by [PR542230](#); 7—Award flexibility renamed and substituted by [PR610276](#) ppc 01Nov18]

- 7.1** Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:
- (a) arrangements for when work is performed; or
  - (b) overtime rates; or
  - (c) penalty rates; or
  - (d) allowances; or
  - (e) annual leave loading.
- 7.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 7.3** An agreement may only be made after the individual employee has commenced employment with the employer.
- 7.4** An employer who wishes to initiate the making of an agreement must:
- (a) give the employee a written proposal; and
  - (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
- 7.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 7.6** An agreement must do all of the following:
- (a) state the names of the employer and the employee; and
  - (b) identify the award term, or award terms, the application of which is to be varied; and
  - (c) set out how the application of the award term, or each award term, is varied; and
  - (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and

- (e) state the date the agreement is to start.

**7.7** An agreement must be:

- (a) in writing; and
- (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

**7.8** Except as provided in clause 7.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.

**7.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.

**7.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.

**7.11** An agreement may be terminated:

- (a) at any time, by written agreement between the employer and the employee; or
- (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

Note: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in s.144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see s.145 of the [Act](#)).

**7.12** An agreement terminated as mentioned in clause 7.11(b) ceases to have effect at the end of the period of notice required under that clause.

**7.13** The right to make an agreement under clause 7 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

## **Part 2—Consultation and Dispute Resolution**

### **8. Consultation regarding major workplace change**

[8—Consultation regarding major workplace change renamed and substituted by [PR546288](#), 8—Consultation renamed and substituted by [PR610276](#) ppc 01Nov18]

**8.1** If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:



- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
- (b) discuss with affected employees and their representatives (if any):
  - (i) the introduction of the changes; and
  - (ii) their likely effect on employees; and
  - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
- (c) commence discussions as soon as practicable after a definite decision has been made.

**8.2** For the purposes of the discussion under clause 8.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:

- (a) their nature; and
- (b) their expected effect on employees; and
- (c) any other matters likely to affect employees.

**8.3** Clause 8.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

**8.4** The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 8.1(b).

**8.5** In clause 8:

**significant effects**, on employees, includes any of the following:

- (a) termination of employment; or
- (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
- (c) loss of, or reduction in, job or promotion opportunities; or
- (d) loss of, or reduction in, job tenure; or
- (e) alteration of hours of work; or
- (f) the need for employees to be retrained or transferred to other work or locations; or
- (g) job restructuring.

**8.6** Where this award makes provision for alteration of any of the matters defined at clause 8.5, such alteration is taken not to have significant effect.

## **8A. Consultation about changes to rosters or hours of work**

[8A inserted by [PR610276](#) ppc 01Nov18]

- 8A.1** Clause 8A applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.
- 8A.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 8A.3** For the purpose of the consultation, the employer must:
- (a) provide to the employees and representatives mentioned in clause 8A.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
  - (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.
- 8A.4** The employer must consider any views given under clause 8A.3(b).
- 8A.5** Clause 8A is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

## **9. Dispute resolution**

[Varied by [PR542230](#); substituted by [PR610276](#) ppc 01Nov18]

- 9.1** Clause 9 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).
- 9.2** The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.
- 9.3** If the dispute is not resolved through discussion as mentioned in clause 9.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.
- 9.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 9.2 and 9.3, a party to the dispute may refer it to the Fair Work Commission.
- 9.5** The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.

- 9.6** If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.
- 9.7** A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 9.
- 9.8** While procedures are being followed under clause 9 in relation to a dispute:
- (a) work must continue in accordance with this award and the [Act](#); and
  - (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 9.9** Clause 9.8 is subject to any applicable work health and safety legislation.

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

### **10. Types of employment**

[Varied by [PR700558](#)]

- 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 the time and wages record.
- 10.3 Full-time employees**
- A full-time employee is an employee engaged to work an average of 38 ordinary hours per week on either an on-going basis or for a fixed period of time (determined by reference to a specific date or event).
- 10.4 Part-time employees**
- (a) An employer may employ part-time employees in any classification in this award on either an on-going basis or for a fixed period of time (determined by reference to a specific date or event).
  - (b) A part-time employee is an employee who:
    - (i) works less than full-time hours of an average of 38 per week;
    - (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.
- (c) At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work, 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.
- (d) Any agreed variation to the hours of work will be recorded in writing.
- (e) An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.
- (f) An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 10.5.
- (g) All time worked in excess of the hours as agreed under clause 10.4(c) or varied under clause 10.4(d) will be overtime and paid for at the rates prescribed in clause 22—Overtime.
- (h) 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 in clause 14.1, for the work performed.

#### 10.5 Casual employees

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

- (b) **Casual loading**

Casual employees will be paid, in addition to the ordinary hourly rate and rates payable for shift and weekend work on the same basis as a weekly employee, an additional loading of 25% of the ordinary hourly rate for the classification in which they are employed as compensation instead of paid leave under this award and the NES.

- (c) **Penalties and overtime**

Penalties (including public holiday penalties) and overtime for casual employees will be calculated on the ordinary hourly rate for the classification in which they are employed exclusive of the casual loading.

#### 10.6 Right to request casual conversion

[New 10.6 inserted by [PR700558](#) ppc 01Oct18]

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which,

without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.

- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under this subclause must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
  - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in paragraph (b);
  - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
  - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
  - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 9. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.

- (j) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:
  - (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
  - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.4(c).
- (k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (l) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (m) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- (n) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (o) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (p) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of this subclause by 1 January 2019.
- (q) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in paragraph (p).

## **10.7 Change in the basis of employment**

[10.6 renumbered as 10.7 by [PR700558](#) ppc 01Oct18]

Nothing in this award prevents the employer and the employee from agreeing to change the basis of the employee's employment (as identified in this clause) from time-to-time. Any agreed variation will be recorded in writing.

## 11. Termination of employment

[11 substituted by [PR610276](#) ppc 01Nov18]

Note: The [NES](#) sets out requirements for notice of termination by an employer. See ss.117 and 123 of the [Act](#).

### 11.1 Notice of termination by an employee

- (a) This clause applies to all employees except those identified in ss.123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

**Table 1—Period of notice**

<b>Column 1</b> <b>Employee's period of continuous service with the employer at the end of the day the notice is given</b>	<b>Column 2</b> <b>Period of notice</b>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

Note: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.

- (c) In paragraph (b) **continuous service** has the same meaning as in s.117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under paragraph (b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week's wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under paragraph (b), then no deduction can be made under paragraph (d).
- (f) Any deduction made under paragraph (d) must not be unreasonable in the circumstances.

### 11.2 Job search entitlement

Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.

- 11.3** The time off under clause 11.2 is to be taken at times that are convenient to the employee after consultation with the employer.

## **12. Redundancy**

[Varied by [PR503678](#), [PR561478](#); substituted by [PR706939](#) ppc 03May19]

NOTE: Redundancy pay is provided for in the [NES](#). See sections 119–123 of the [Act](#).

### **12.1 Transfer to lower paid duties on redundancy**

- (a) Clause 12.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
  - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](#) as if it were a notice of termination given by the employer; or
  - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in paragraph (c).
- (c) If the employer acts as mentioned in paragraph (b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

### **12.2 Employee leaving during redundancy notice period**

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](#).
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 12 or under sections 119–123 of the [Act](#) had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

### **12.3 Job search entitlement**

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice



prescribed by section 117(3) of the [Act](#) for the purpose of seeking other employment.

- (b) If an employee is allowed time off without loss of pay of more than one day under paragraph (a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of paragraph (b).
- (d) An employee who fails to produce proof when required under paragraph (b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clauses 11.2 and 11.3.

#### 12.5 Transitional provisions – NAPSA employees

[12.5 renamed by [PR503678](#); deleted by [PR561478](#) ppc 05Mar15]

#### 12.6 Transitional provisions – Division 2B State employees

[12.6 inserted by [PR503678](#); deleted by [PR561478](#) ppc 05Mar15]

### Part 4—Minimum Wages and Related Matters

#### 13. Classifications

See Schedule B for Correctional Employee classifications and Schedule C for Detention Services classifications.

#### 14. Minimum wages

[Varied by [PR998010](#), [PR509141](#), [PR522972](#), [PR535936](#), [PR536775](#), [PR551698](#), [PR566790](#), [PR579901](#), [PR592212](#), [PR593882](#), [PR606436](#)]

- 14.1** A full-time adult employee will be paid not less than the minimum weekly rate of pay applicable to the employee's classification for their 38 ordinary weekly hours as follows:

**(a) Corrections employees and detention services**

[14.1(a) clause title and number inserted by [PR535936](#) ppc 24Apr13; varied by [PR536775](#), [PR551698](#), [PR566790](#), [PR579901](#), [PR592212](#), [PR606436](#) ppc 01Jul18]

Classification	Minimum weekly rate
	\$
<b>Correctional Employees</b> (see Schedule B)	
Trainee	746.20
Correctional Officer Level 1	805.00
Correctional Officer Level 2	877.70

**Corrections and Detention (Private Sector) Award 2010**

<b>Classification</b>	<b>Minimum weekly rate</b>
	<b>\$</b>
Correctional Officer—Perimeter/Security Level 1	797.40
Correctional Officer—Perimeter/Security Level 2	805.00
Correctional Supervisor Level 1	998.20
Correctional Supervisor Level 2	1038.00
Court Security Officer	797.40
Court Security Supervisor	857.40
Custody Officer	837.40
Prisoner Escort Transport Officer	837.40
<b>Detention Employees (see Schedule C)</b>	
Induction Trainee	774.20
Detention Services Officer Level 1	797.40
Detention Services Officer Level 2	837.40
Operations Co-ordinator	916.40

**(b) Catering employee classifications (corrections and detention services)**

[14.1(b) inserted by [PR535936](#) ppc 24Apr13; varied by [PR536775](#), [PR551698](#), [PR566790](#), [PR579901](#), [PR592212](#) [PR606436](#) ppc 01Jul18]

<b>Level</b>	<b>Classification (see Schedule D)</b>	<b>Minimum weekly wage</b>	<b>Minimum hourly wage</b>
		<b>\$</b>	<b>\$</b>
	Introductory	719.20	18.93
Level 1	Food and beverage attendant grade 1	739.90	19.47
	Kitchen attendant grade 1		
Level 2	Cook grade 1	768.30	20.22
	Food and beverage attendant grade 2		
	Kitchen attendant grade 2		
	Storeperson grade 1		
Level 3	Cook grade 2	794.70	20.91
	Food and beverage attendant grade 3		
	Kitchen attendant grade 3		
	Storeperson grade 2		
Level 4	Cook (tradesperson) grade 3	837.40	22.04
	Food and beverage attendant		

## Corrections and Detention (Private Sector) Award 2010

Level	Classification (see Schedule D)	Minimum weekly wage	Minimum hourly wage
	(tradesperson) grade 4		
	Storeperson grade 3		
Level 5	Cook (tradesperson) grade 4	889.90	23.42
	Food and beverage supervisor		
Level 6	Cook (tradesperson) grade 5	913.70	24.04

### 14.2 National training wage

[14.2 substituted by [PR593882](#) ppc 01Jul17]

- (a) Schedule E to the *Miscellaneous Award 2010* sets out minimum wage rates and conditions for employees undertaking traineeships.

[14.2(b) varied by [PR606436](#) ppc 01Jul18]

- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 2018. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Corrections and Detention (Private Sector) Award 2010* and not the *Miscellaneous Award 2010*.

## 15. Allowances

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

[Varied by [PR998142](#), [PR509262](#), [PR523092](#), [PR536895](#), [PR551818](#), [PR566919](#), [PR579615](#), [PR592363](#), [PR606586](#)]

### 15.1 Meal allowance

[15.1 varied by [PR998142](#), [PR509262](#), [PR523092](#), [PR536895](#), [PR551818](#), [PR566919](#), [PR592363](#), [PR606586](#) ppc 01Jul18]

If required by the employer to take a meal break at their post, an employee will, where practicable, be provided with a meal by the employer. Otherwise, the employee will provide their own meal and be paid \$16.49 as a meal allowance. If required to perform more than two hours overtime duty, employees will be provided with a meal of suitable quality or paid \$16.49 as a meal allowance.

### 15.2 Clothing allowance

An employee will be reimbursed for the cost of a corporate uniform unless the uniform is provided by the employer.

### 15.3 First aid training allowance

- (a) An employee will be reimbursed for the cost of training and obtaining, maintaining and upgrading any first aid qualification if required by the employer.
- (b) 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 designated by the employer to act as a First Aid Officer. The first aid allowance payable to an employee while designated as a First Aid Officer is 0.46% of the [standard rate](#) per shift (to a total of 1.98% of the [standard rate](#) per week).

### 15.4 Travelling—transport and fares

- (a) An employee, travelling under the instructions of the employer will have all reasonable costs associated with such travel including accommodation and meals paid for by the employer.
- (b) If required by the employer to commence and cease work at other than the employee's normal place of work, the employee will, in addition to all other entitlements, be paid for all time in excess of that normally taken to travel between the employee's residence and normal place of work at the relevant ordinary time rate specified in clause 14.1.

[15.4(c) varied by [PR523092](#), [PR536895](#), [PR551818](#) ppc 01Jul14]

- (c) An employee required to use their own vehicle, will be paid a vehicle allowance for all excess travelling at the rate of \$0.78 per kilometre in the case of a motor vehicle and \$0.26 per kilometre in the case of a motor cycle.
- (d) Where an employee is required to perform duty away from the employee's normal place of work, the employee will be paid an allowance if on duty away from the employee's normal place of work during meal times. The employee will be paid for:

[15.4(d) varied by [PR998142](#), [PR509262](#), [PR523092](#), [PR536895](#), [PR551818](#), [PR566919](#), [PR592363](#), [PR606586](#), ppc 01Jul18]

- (i) breakfast between 6.00 am and 8.00 am—\$19.31;
- (ii) lunch between 12 noon and 2.00 pm—\$19.31;
- (iii) dinner after 6.00 pm—\$32.19.

### 15.5 Dog handler's allowance

- (a) Where an employee is responsible for maintaining an animal attached to a Dog Handlers' Unit and such responsibility includes feeding, exercising, home kennelling, transporting, and ensuring the safety and security of the animal; the employer will either directly provide and/or pay the costs associated with maintaining the animal in accordance with this clause, or the employee will be

paid a fortnightly dog handler's allowance calculated at 5% of the fortnightly rate of pay prescribed in clause 14.1 for the employee's classification.

- (b) An employee and their employer may agree to arrangements that involve part direct provision and/or payment of costs and part payment of the fortnightly dog handler's allowance.
- (c) The employer will be responsible for providing alternative kennel facilities for the animal during an employee's leave.
- (d) The employer will cover the cost of approved veterinary treatment provided to the animal.

#### **15.6 Accommodation allowance**

If an employee occupies accommodation provided by the employer, the employer will pay the local government rates, water rates and any other rates or levies for such accommodation.

#### **15.7 Adjustment of expense related allowances**

- (a) At the time of any adjustment to the [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.
- (b) 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/travel allowance	Private motoring sub-group

### **16. District allowances**

[16 deleted by [PR561478](#) ppc 05Mar15]

### **17. Higher duties**

- 17.1** Where an employee is required to perform, for at least three consecutive working days, all of the duties of a position for which a higher rate of pay is fixed by this award, such employee will be granted from the date of assignment, an allowance to increase the employee's rate of pay to the minimum rate of pay for that higher position for the period they are so employed.

- 17.2** A higher duties allowance will not be paid to:

- (a) employees on long service leave, unless the assignment has continued for a period exceeding 12 months;
- (b) employees on parental leave;
- (c) employees who proceed on full-time study leave immediately following a higher duties assignment; or
- (d) employees taking planned annual leave unless the employee was performing the higher duties immediately before the taking of annual leave.

**17.3** For the purposes of this clause, the **duties of a position** will mean the duties which would usually be performed in the position during the period applicable.

## **18. Payment of wages**

[Varied by [PR610145](#)]

**18.1** Wages, allowances, penalty or overtime payments due to an employee must be paid by the employer fortnightly by electronic funds transfer (EFT) to a bank or financial institution account nominated by the employee. In exceptional circumstances, the employer will make provision for off-line payments.

**18.2** Where a normal payday falls on a public holiday, the EFT to the employee's nominated account must be made no later than the last working day prior to the public holiday.

### **18.3 Payment on termination of employment**

[18.3 inserted by [PR610145](#) ppc 01Nov18]

- (a) The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:
  - (i) the employee's wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
  - (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under paragraph (a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

Note 1: Section 117(2) of the [Act](#) provides that an employer must not terminate an employee's employment unless the employer has given the employee the required minimum period of notice or "has paid" to the employee payment instead of giving notice.

Note 2: Paragraph (b) allows the Commission to make an order delaying the requirement to make a payment under this clause. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under s.120 of the [Act](#) for the

Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

Note 3: State and Territory long service leave laws or long service leave entitlements under s.113 of the [Act](#), may require an employer to pay an employee for accrued long service leave on the day on which the employee's employment terminates or shortly after.

## **19. Superannuation**

[Varied by [PR546109](#)]

### **19.1 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.

### **19.2 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.

### **19.3 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 19.2.
- (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 19.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 19.3(a) or (b) was made.

## **19.4 Superannuation fund**

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 19.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 19.2 and pay the amount authorised under clauses 19.3(a) or (b) to one of the following superannuation fund or its successor:

- (a) AustralianSuper; or

[19.4(b) varied by [PR546109](#) ppc 01Jan14]

- (b) 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; or

[19.4(c) inserted by [PR546109](#) ppc 01Jan14]

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

## **Part 5—Hours of Work and Related Matters**

### **20. Ordinary hours of work and rostering**

#### **20.1 Ordinary hours**

- (a) The corrections and detention industry operates 24 hours per day, 7 days per week (including weekends and public holidays). Subject to the terms of this award, employees may be rostered to work their ordinary hours on any day and at any time in a day in order to meet operational requirements.
- (b) Employees, other than shiftworkers, may be required to work up to 10 ordinary hours per day.
- (c) The following time is working time for the purposes of this clause and must be paid for as such:
  - (i) rest breaks for shiftworkers;
  - (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 relation to any matter arising out of or in connection with the employee's duties; and
  - (iv) 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 licensing legislation).

**20.2 Day workers**

The ordinary hours of work for full-time employees, other than shiftworkers, are an average of 38 hours per week (not including unpaid meal breaks) worked between the hours of 6.00 am and 6.00 pm any day of the week over a period of 28 days.

**20.3 Shiftworkers**

- (a) A shiftworker is an employee who works a roster cycle where their ordinary hours are rostered outside the span of hours referred to in clause 20.2.
- (b) A shiftworker's roster cycle will provide for an average of 38 ordinary hours over a period not exceeding eight weeks.

**20.4 Shift duration**

Ordinary time shifts must be limited in duration to:

- (a) for casual employees—a minimum of three and a maximum of 12 ordinary hours;
- (b) for full-time employees—a minimum of 7.6 and a maximum of 12 ordinary hours; and
- (c) for part-time employees—hours to be agreed up to a maximum of 12 ordinary hours.

**20.5 Break between successive shifts**

There must be a break of at least eight hours between any two successive ordinary time shifts.

**20.6 Long breaks**

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

Length of roster cycle	Minimum number of breaks
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); or 2 breaks of 4 days (96 continuous hours)
8 weeks	6 breaks of 3 days (72 continuous hours); or 9 breaks of 2 days (48 continuous hours)

- (b) Other than in an emergency, an employee must not be required to work more than a total of 48 hours of ordinary time between long breaks.

**20.7 Work cycle or FIFO/DIDO operations**

- (a) Employees required to work in remote locations may be engaged to work on a work cycle made up of working and non-working days.
- (b) The total ordinary hours of work during a work cycle must not exceed 38 hours multiplied by the total number of working and non-working weeks in the work cycle.
- (c) The applicable overtime rates will be paid for work required to be performed in addition to rostered hours on any shift and for time required to be worked in excess of the total rostered hours in the work cycle.

**21. Breaks**

- 21.1** The employer will grant meal breaks, unless clause 21.6 applies, at times suitable to operational requirements, taking into account the wishes of the employee. The number, starting and finishing times of meal breaks will be specified.
- 21.2** Except where otherwise permitted by this clause, the employee will not be required to work for more than five hours without an unpaid meal break unless the employee and the employer otherwise agree. The length of the meal interval must be at least 30 minutes.
- 21.3** If for operational or emergency reasons the employee is required to remain on duty, they may arrange to take meals during their hours of duty without a specific meal break.
- 21.4** When the employee is required by their supervisor to work through their meal break in accordance with clause 21.3, time off at ordinary rates will be approved in accordance with this award.
- 21.5** If for operational reasons it is impractical for all employees within a work group to observe the same time for the taking of a meal break, meal breaks may be staggered.
- 21.6** Employees working in accordance with a shift roster will be granted rest breaks of at least 10 minutes in duration, at times suitable to operational requirements taking into account the wishes of the employee, and such rest breaks will count as ordinary working time.

**22. Overtime**

[22 varied by [PR585792](#)]

**22.1 Employer's right to require overtime**

The employer's right to require reasonable overtime is provided for in the NES.

## 22.2 Payment for overtime

- (a) A full-time or part-time employee is paid at overtime rates for any work done outside the spread of hours or rostered hours set out in clause 20—Ordinary hours of work and rostering.
- (b) In addition, a part-time employee is paid at overtime rates in the circumstances specified in clause 10.4(g).
- (c) A three hour minimum period of overtime will apply for overtime which is not continuous with ordinary duties.
- (d) Overtime will be paid at the following rates:

Overtime hours worked on:	Overtime rate
Monday to Saturday	Time and a half for the first 3 hours and double time thereafter
Sundays	Double time
Public holidays	Double time and half

## 22.3 Time off instead of payment for overtime

[22.3 renamed and substituted by [PR585792](#) ppc 14Dec16]

- (a) An employee and employer may agree to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made.

EXAMPLE: By making an agreement under clause 22.3 an employee who worked 2 overtime hours at the rate of time and a half is entitled to 3 hours' time off.

- (c) Time off must be taken:
  - (i) within the period of 6 months after the overtime is worked; and
  - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (d) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 22.3 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (c), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.

- (f) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (g) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 22.3 will apply for overtime that has been worked.

Note: If an employee makes a request under section 65 of the Act for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the Act).

- (h) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 22.3 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 22.3

#### **22.4 Rest periods**

An employee is entitled to a rest period of at least 10 hours continuous duration in each 24 hour period other than in emergency situations. An employee required to work, as a result of an emergency situation, during or after a rest period is due, will receive overtime in accordance with this award for all time so worked until a rest period of at least eight hours continuous duration is taken.

#### **22.5 Call-back**

If an employee is required to return to the employer's premises or any other location at which they are required to perform duty, after they have ceased duty for the day and have left the location at which they were performing work, the employee must be paid a minimum payment of three hours at the appropriate rate for each such attendance, if they are recalled on a Monday to Saturday inclusive, or for four hours at the appropriate rate if recalled to duty on a Sunday or public holiday.

### **23. Penalty rates**

#### **23.1 Spans of hours**

In this award, 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	1800 hrs to 0600 hrs throughout the period from 0000 hrs Monday to 2400 hours Friday (excluding hours on a day that

<b>Span</b>	<b>Period</b> is a public holiday)
Saturday span	0000 hrs to 2400 hrs
Sunday span	0000 hrs to 2400 hrs
Public holiday	0000 hrs to 2400 hrs

## **23.2 Permanent night work**

Permanent night work is 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 midnight and 6.00 am.

## **23.3 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>
	<b>%</b>
Night span	15
Night span (permanent night work)	30
Saturday span	50
Sunday span	100
Public holiday span	150

- 23.4** The penalty rates are not cumulative. Where an employee's salary is inclusive of an amount in compensation for the employee performing regular shiftwork, these penalty rates are not separately payable to the employee.

## **23A. Requests for flexible working arrangements**

[23A inserted by [PR701513](#) ppc 01Dec18]

### **23A.1 Employee may request change in working arrangements**

Clause 23A applies where an employee has made a request for a change in working arrangements under s.65 of the [Act](#).

Note 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).

Note 2: An employer may only refuse a s.65 request for a change in working arrangements on 'reasonable business grounds' (see s.65(5) and (5A)).

Note 3: Clause 23A is an addition to s.65.

### **23A.2 Responding to the request**

Before responding to a request made under s.65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

Note 1: The employer must give the employee a written response to an employee's s.65 request within 21 days, stating whether the employer grants or refuses the request (s.65(4)).

Note 2: If the employer refuses the request, the written response must include details of the reasons for the refusal (s.65(6)).

### **23A.3 What the written response must include if the employer refuses the request**

Clause 23A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 23A.2.

- (a) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (b) If the employer and employee could not agree on a change in working arrangements under clause 23A.2, the written response under s.65(4) must:
  - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
  - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

### **23A.4 What the written response must include if a different change in working arrangements is agreed**

If the employer and the employee reached an agreement under clause 23A.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

### **23A.5 Dispute resolution**

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 23A, can be dealt with under clause 9—Dispute resolution.

## **Part 6—Leave and Public Holidays**

[Varied by [PR567232](#)]

### **24. Annual leave**

[Varied by [PR582991](#)]

**24.1** Annual leave is provided for in the NES.

#### **24.2 Shiftworkers for the purposes of the NES**

[24.2 substituted by [PR567232](#) ppc 27May15]

For the purpose of s.87(1)(b) of the Act, 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 Annual leave loading**

The employee will be paid an annual leave loading of 17.5% calculated on the employee's base rate of pay in addition to payment for annual leave.

#### **24.4 Annual leave in advance**

[24.4 inserted by [PR582991](#) ppc 29Jul16]

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
  - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
  - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

Note: An example of the type of agreement required by clause 24.4 is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G.

- (c) The employer must keep a copy of any agreement under clause 24.4 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 24.4, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

## 24.5 Cashing out of annual leave

[24.5 inserted by [PR582991](#) ppc 29Jul16]

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 24.5.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 24.5.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 24.5 must state:
  - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 24.5 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 24.5 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 24.5.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 24.5.



Note 3: An example of the type of agreement required by clause 24.5 is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H.

#### **24.6 Excessive leave accruals: general provision**

[24.6 inserted by [PR582991](#) ppc 29Jul16]

Note: Clauses 24.6 to 24.8 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 24.2).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 24.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 24.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

#### **24.7 Excessive leave accruals: direction by employer that leave be taken**

[24.7 inserted by [PR582991](#) ppc 29Jul16]

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 24.6(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
  - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 24.6, 24.7 or 24.8 or otherwise agreed by the employer and employee) are taken into account; and
  - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
  - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.

- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 24.7(b)(i).

Note 2: Under section 88(2) of the Fair Work Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

#### **24.8 Excessive leave accruals: request by employee for leave**

[24.8 inserted by [PR582991](#) ppc 29Jul16; substituted by [PR582991](#) ppc 29Jul17]

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 24.6(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under paragraph (a) if:
  - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
  - (ii) the employee has not been given a direction under clause 24.7(a) that, when any other paid annual leave arrangements (whether made under clause 24.6, 24.7 or 24.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under paragraph (a) must not:
  - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 24.6, 24.7 or 24.8 or otherwise agreed by the employer and employee) are taken into account; or
  - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
  - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.

- (d) An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 24.2) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

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

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

## **26. Community service leave**

Community service leave is provided for in the NES.

## **27. Public holidays**

- 27.1** Public holidays are provided for in the NES.
- 27.2** If a rostered day off for a day worker falls on a public holiday as prescribed in the NES, the next working day or another day will be substituted by written agreement.

## **28. Leave to deal with Family and Domestic Violence**

[28 inserted by [PR609444](#) ppc 01Aug18]

- 28.1** This clause applies to all employees, including casuals.

### **28.2 Definitions**

- (a) In this clause:

*family and domestic violence* means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

*family member* means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
  - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
  - (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
- (b) A reference to a spouse or de facto partner in the definition of family member in clause 28.2(a) includes a former spouse or de facto partner.

### **28.3 Entitlement to unpaid leave**

An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

- (a) the leave is available in full at the start of each 12 month period of the employee's employment; and
- (b) the leave does not accumulate from year to year; and
- (c) is available in full to part-time and casual employees.

Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

2. The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

### **28.4 Taking unpaid leave**

An employee may take unpaid leave to deal with family and domestic violence if the employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

### **28.5 Service and continuity**

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

### **28.6 Notice and evidence requirements**

#### **(a) Notice**

An employee must give their employer notice of the taking of leave by the employee under clause 28. The notice:

- (i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise the employer of the period, or expected period, of the leave.

#### **(b) Evidence**

An employee who has given their employer notice of the taking of leave under clause 28 must, if required by the employer, give the employer evidence that

would satisfy a reasonable person that the leave is taken for the purpose specified in clause 28.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

**28.7 Confidentiality**

- (a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 28.6 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause 28 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

**28.8 Compliance**

An employee is not entitled to take leave under clause 28 unless the employee complies with clause 28.

## **Schedule A—Transitional Provisions**

[Varied by [PR503678](#)]

### **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 [PR503678](#) 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

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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—Correctional Employee Classifications**

### **B.1 Trainee Custodial Officer**

- B.1.1** Relates only to Custodial Officer recruit training, typically a course of around six to eight weeks conducted off-site with a two week on-the-job training component.
- B.1.2** The purpose of the recruit training is to provide an understanding of the prison environment and equip staff with the basic skills and knowledge to enable them to work effectively in a prison environment.

### **B.2 Correctional Officer Level 1 and 2**

- B.2.1** A Correctional Officer is an employee who has fulfilled the training requirements set down for a Trainee Custodial Officer, or who has been assessed as meeting these requirements through the employer's Recognition of Prior Learning (RPL) program, and whose indicative tasks will be limited to those specified therein.
- B.2.2** The primary objective of the Correctional Officer is to ensure, on a day-to-day basis, provision of quality services to prisoners, including prisoner rehabilitation, case management, and to actively participate in the operation and determination of priorities of any one of the assigned areas.
- B.2.3** Progression from Correctional Officer Level 1 to Level 2 is based on the satisfactory completion of the equivalent of one year of full-time service in that classification and possession of Certificate III in Correctional Practice.
- B.2.4** Indicative tasks of a Correctional Officer are to:
- Supervise the behaviour and activities of prisoners on a day-to-day basis in accordance with a correctional centre's routine or structured day.
  - Interact with prisoners and respond to their needs through the provision of services in an appropriate manner in accordance with relevant legislation and the Operating Manual.
  - Take part in the rehabilitation of prisoners by actively participating in and overseeing their work and program activities, particularly through prisoner rehabilitation involving the use of case management principles.
  - Monitor and maintain the dynamic and static security requirements of a correctional centre, reporting orally and in writing any unusual behaviour or occurrence, which could result in a breach of security.
  - Undertake searches and perform escort duties of prisoners both within a correctional centre and externally when required.
  - Participate in the reception, induction, transfer and discharge of prisoners in accordance with the policy and procedures of the employer.

- Supervise and co-ordinate other custodial staff assigned within the area of responsibility.
- Participate in quality assurance teams as assigned by management, in order to assist with the implementation of quality standards throughout the centre.
- Comply with Occupational Health and Safety and Equal Employment Opportunity (EEO)/Affirmative Action requirements in accordance with relevant legislative requirements and contribute to the maintenance and improvement of safety and equity in the workplace.

**B.2.5** Competencies of a Correctional Officer are:

- Demonstrated knowledge of the Operating Manual and other policies and procedures of the employer.
- Demonstrated high level of communication skills, including the ability to negotiate and interact with people from various ethnic backgrounds.
- Ability to write comprehensive reports and correspondence.
- Ability to initiate new ideas and apply creative solutions to the resolution of problems.
- Ability to be decisive and handle situations in a firm, fair and equitable manner.
- Basic level of computer literacy.
- Demonstrated knowledge of Equal Employment Opportunity, Affirmative Action Plan and Workplace Health and Safety Principles.

**B.3 Correctional Officer—Perimeter/Security Level 1 and 2**

**B.3.1** A Correctional Officer—Perimeter/Security is an employee who has fulfilled the training requirements set down for a Trainee Custodial Officer, or who has been assessed as meeting these requirements through the employer's RPL program and whose indicative tasks will be limited to those specified therein.

**B.3.2** The primary objective of the Correctional Officer – Perimeter/Security is to ensure, on a day-to-day basis, provision of quality services to prisoners, primarily the provision of static security duties in and around the perimeter of a correctional centre, and actively participate in the operation and determination of priorities of any one of the assigned areas. Correctional Officer – Perimeter/Security will not have regular contact with or responsibility for prisoners during those times prisoners are unlocked from their cells.

**B.3.3** Progression from Correctional Officer—Perimeter/Security Level 1 to Level 2 is based on the satisfactory completion of the equivalent of one year of full-time service at Correctional Officer Perimeter/Security Level 1 and possession of Certificate III in Correctional Practice.

**B.3.4** Indicative tasks of a Correctional Officer—Perimeter/Security are to:

- Monitor (and where required) direct the behaviour and activities of prisoners on a day-to-day basis in accordance with a correctional centre's routine or structured day.
- Where required, interact with prisoners and respond to their needs through the provision of services in an appropriate manner in accordance with relevant legislation and the Operating Manual.
- Assist other staff engaged in the rehabilitation of prisoners by recording observations of prisoners as data in established case management or at risk plans, where directed.
- Monitor and maintain the static security requirements of a correctional centre, reporting orally and in writing any unusual behaviour or occurrence, which could result in a breach of security.
- Undertake searches and perform escort duties of prisoners both within a correctional centre and externally when required (local area/metropolitan escort duties only).
- Participate in the reception, induction, transfer and discharge of prisoners in accordance with the policy and procedures of the employer.
- Participate in quality assurance teams as assigned by management, in order to assist with the implementation of quality standards throughout the centre.
- Comply with Occupational Health and Safety and EEO/Affirmative Action requirements in accordance with relevant legislative requirements and contribute to the maintenance and improvement of safety and equity in the workplace.

**B.3.5** Competencies of a Correctional Officer—Perimeter/Security are:

- Demonstrated knowledge of the Operating Manual and other policies and procedures of the employer.
- Demonstrated high level of communication skills, including the ability to negotiate and interact with people from various ethnic backgrounds.
- Ability to write comprehensive reports and correspondence.
- Ability to initiate new ideas and apply creative solutions to the resolution of problems.
- Ability to be decisive and handle situations in a firm, fair and equitable manner.
- Basic level of computer literacy.
- Demonstrated knowledge of EEO, Affirmative Action Plan and Workplace Health and Safety Principles.

## **B.4 Correctional Supervisor Levels 1 and 2**

- B.4.1** Correctional Supervisor is an employee who has fulfilled the training and experience requirements set down for a Correctional Officer and whose indicative tasks will be limited to those specified herein. In the case of employees who, upon engagement, hold acceptable qualifications and have suitable experience, the requirements to first serve as a Correctional Officer may be waived at the discretion of the employer. They must have demonstrated above average communication, supervisory, interpersonal and writing skills consistent with the indicative tasks and competencies outlined below.
- B.4.2** A Correctional Supervisor is employed to manage and maintain custody of prisoners on a day-to-day basis, monitor prisoner activities and enforce centre policies and procedures, maintain oversight of work within designated areas and assist with the supervision of other correctional staff.
- B.4.3** As this is an appointed position subject to vacancy being available, merit selection addressing the key selection criteria as set out below and an interview process, it is not subject to automatic advancement from Correctional Officer.
- B.4.4** Progression from Correctional Supervisor Level 1 to Level 2 is based on the satisfactory completion of the equivalent of one year of full-time service at Correctional Supervisor Level 1 and possession of Certificate III in Correctional Practice.
- B.4.5** Indicative tasks of a Correctional Supervisor are to:
- Supervise the behaviour and activities of prisoners on a daily basis in accordance with a correctional centre's routine or structured day.
  - Interact with prisoners and respond to their needs through the provision of services in an appropriate manner in accordance with relevant legislation and the Operating Manual.
  - Be involved with and assist other unit officers with the management of case loads.
  - Monitor and maintain the dynamic and static security requirements of a correctional centre, reporting orally and in writing any unusual behaviour or occurrence which could result in a breach of security.
  - Undertake searches and perform escort duties of prisoners both within a correctional centre and externally when required.
  - Supervise and co-ordinate other custodial staff assigned within the area of responsibility.
  - Develop, implement and maintain procedures for the effective and efficient operation of the area of responsibility in consultation with the next line of supervision (Correctional Manager).
  - Ensure prompt and appropriate assistance to prisoners in the event of injury, illness and emotional trauma.

- Interpret and implement procedures and policies in relation to a correctional centre as a whole and specifically the assigned area of responsibility.
- Monitor and suggest improvements in order to achieve greater efficiencies.
- Make decisions as necessary to ensure a correctional centre is operating to a defined schedule and the direction and control of movement is co-ordinated and driven according to such schedule.
- Comply with relevant legislation and the Operating Manual.
- Comply with Occupational Health and Safety and EEO/Affirmative Action requirements in accordance with relevant legislation and contribute to the maintenance and improvement of safety and equity in the workplace.

**B.4.6** Competencies of a Correctional Supervisor are:

- Demonstrated knowledge of corrections policies and the Operating Manual.
- Demonstrated sound level of communication skills, including the ability to negotiate and interact with people from varying social and ethnic backgrounds.
- Ability to initiate new ideas and apply creative solutions to the resolution of problems.
- Ability to be decisive and handle situations in a firm, fair and equitable manner.
- Knowledge of EEO, Sexual Harassment and Workplace Health and Safety principles and practices.
- Ability to supervise staff.

**B.5 Court Security Officer**

**B.5.1** A Court Security Officer is an employee who has fulfilled the training requirements set down for a Trainee court security officer, or who has been assessed as meeting these requirements through the employer's RPL program, and whose indicative tasks will be limited to those specified therein.

**B.5.2** The primary objective of the Court Security Officer is to ensure, on a day-to-day basis, the security of prisoners, staff, judiciary and the public within a court complex.

**B.5.3** Indicative tasks for a Court Security Officer are to:

- Escort prisoners within a centre to the court/s when they are required on a day-to-day basis in accordance with approved routines and policies.
- Assist the centre in the administration of legal visits.
- Assist in searching of prisoners entering and leaving the centre, if required.
- Escort prisoners from the centre to external venues as required.



- Assist with the maintenance of the static security requirements of the centre, reporting, orally and in writing, any unusual behaviours or occurrences which could result in a breach of security.
- Comply with the Occupational Health and Safety legislation, other relevant legislation and EEO/EOWA requirements and contribute to the maintenance and improvement of safety and equity in the workplace.
- Organise for the repair of minor damage to furniture and fittings.
- Other duties as directed by the Centre Manager.

**B.5.4** Competencies of a Court Security Officer are:

- Demonstrated knowledge of the Operating Manual and other policies and procedures of the employer.
- Demonstrated high level of communication skills, including the ability to negotiate and interact with people from various ethnic backgrounds.
- Ability to write comprehensive reports and correspondence.
- Ability to initiate new ideas and apply creative solutions to the resolution of problems.
- Ability to be decisive and handle situations in a firm, fair and equitable manner.
- Basic level of computer literacy.
- Demonstrated knowledge of EEO, Affirmative Action Plan and Workplace Health and Safety Principles.

**B.6 Court Security Supervisor**

**B.6.1** A Court Security Supervisor is a person selected on merit to ensure on a day-to-day basis, the efficient delivery of prisoners to court/s within the centre by scheduling the prisoners in accordance with the court lists.

**B.6.2** Indicative tasks for a Court Security Supervisor are to:

- On a daily basis ensure the prisoners are available for escort to the appropriate courts at the correct time.
- Identify the number of officers required each day and ensure the rosters are prepared, maximising the staffing efficiencies.
- Comply with the *Safe Work Australia Act 2008* (Cth), other relevant legislation and EEO/EOWA and contribute to the maintenance and improvement of safety and equity in the workplace.
- Organise external escorts when required.

- Monitor and maintain the dynamic and static security requirements of the centre reporting, orally and in writing, any unusual behaviours or occurrences which could result in a breach of security.
- Supervise the Court Security Officers on a daily basis.
- Participate in quality assurance teams as assigned by management, in order to assist with the implementation of the quality standards in the centre.
- Other duties as directed by the Operations Manager or Centre Manager.

**B.6.3** Competencies of a Court Security Supervisor are:

- Demonstrated knowledge of the Operating Manual and other policies and procedures of the employer.
- Demonstrated high level of communication skills, including the ability to negotiate and interact with people from various ethnic backgrounds.
- Ability to write comprehensive reports and correspondence.
- Ability to initiate new ideas and apply creative solutions to the resolution of problems.
- Ability to be decisive and handle situations in a firm, fair and equitable manner.
- Basic level of computer literacy.
- Demonstrated knowledge of EEO, Affirmative Action Plan and Workplace Health and Safety Principles.
- Ability to prepare rosters.

**B.7 Custody Officer**

**B.7.1** A Custody Officer is an employee who has fulfilled the training requirements set down for a Trainee court security officer and has experience as Court Security Officer, or who has been assessed as meeting these requirements through the employer's RPL program, and whose indicative tasks will be limited to those specified therein.

**B.7.2** The primary objective of the Custody Officer is to ensure, on a day-to-day basis, the security and welfare of persons in custody in the centre.

**B.7.3** Indicative tasks for a Custody Officer are to:

- Supervise the behaviour and activities of the prisoner in the centre on a day-to-day basis in accordance with approved routines and policies.
- Interact with the prisoners and respond to their needs through the provision of services in an appropriate manner in accordance with relevant legislation and the Operating Manuals.

- Monitor and maintain the dynamic and static security requirements of the centre reporting, orally and in writing, any unusual behaviours or occurrences which could result in a breach of security.
- Participate in the reception, induction and transfer of prisoners in accordance with client directions and centre policy and procedures.
- Assist with the supervision of prisoner visits, including families, solicitors etc.
- Comply with Occupational Health and Safety legislation, other relevant legislation and EEO/EOWA requirements and contribute to the maintenance and improvement of safety and equity in the workplace.
- Participate in quality assurance teams as assigned by management, in order to assist with the implementation of the quality standards in the centre.
- Other duties as directed by the Shift Manager and/or Centre Manager.

**B.7.4** Competencies of a Custody Officer are:

- Demonstrated knowledge of the Operating Manual and other policies and procedures of the employer.
- Demonstrated high level of communication skills, including the ability to negotiate and interact with people from various ethnic backgrounds.
- Ability to write comprehensive reports and correspondence.
- Ability to initiate new ideas and apply creative solutions to the resolution of problems.
- Ability to be decisive and handle situations in a firm, fair and equitable manner.
- Basic level of computer literacy.
- Demonstrated knowledge of EEO, Affirmative Action Plan and Workplace Health and Safety Principles.

**B.8 Prisoner Escort Transport Officer**

**B.8.1** A Prisoner Escort Transport Officer is an employee who has fulfilled the training requirements as set down by the applicable transport contract in which they are employed. These requirements include as a minimum the successful completion of a formal structured induction program and an appropriate vehicle licence.

**B.8.2** The primary objective of the Prisoner Escort Transport Officer is to ensure the humane and secure transportation (by road, rail and air) of prisoners.

**B.8.3** Indicative tasks of a Prisoner Escort Transport Officer are to:

- Ensure that prisoners are received and handed into and from their custody in accordance with procedures concerning identification, documentation and receipt of property and cash.

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- Ensure all property, cash and documents have been securely stored on the vehicle.
- Ensure the safe transport of prisoners from the collection to delivery point and primary responsibility for the security of prisoners during the escort.
- Ensure that prisoners in their custody are treated with care and sensitivity at all times including interacting with prisoners to their needs through the provision of services and assistance in an appropriate manner in accordance with the relevant legislation and the Operating Manual (or other procedures applying to the escort).
- Deal with complaints in accordance with procedures.
- Provision of timely incident reports in respect of all reportable incidents and follow other reporting requirements.
- Ensure that vehicles and equipment are in a safe and proper working order and are searched and cleaned prior to leaving base.

## **Schedule C—Detention Services Classifications**

### **C.1 Induction Trainee**

An Induction Trainee is a person who has agreed to undertake an initial six week induction training course leading to advancement to a Detention Services Officer (DSO 1) Level 1.

### **C.2 Detention Services Officer Level 1 (DSO 1)**

**C.2.1** A Detention Services Officer at this level will have satisfactorily completed a six week induction program and be undertaking training towards appropriate Certificate II certification.

**C.2.2** Detention Services Officer at this level will complete all duties and responsibilities that are within their level of competence and training. This can include performance of some of the duties of a Detention Services Officer Level 2 (DSO 2) under supervision. The degree of supervision required will be determined by the levels of on-the-job experience/competence or other accredited and relevant training completed.

**C.2.3** A Detention Services Officer Level 1 is responsible for ensuring the detainees held in detention are in a safe, secure and hygienic environment. They assist in maintaining the static and dynamic security of the centre. The duties of a Detention Services Officer Level 1 may include escorting detainees to courts, medical appointments and like duties provided such duties are performed with a DSO 2 or the employee concerned has completed the relevant training and been deemed competent to complete the task(s).

**C.2.4** A Detention Services Officer will remain at this level for a minimum of 12 months before progressing to Level 2.

### **C.3 Accredited Detention Services Officer Level 2 (DSO 2)**

**C.3.1** Progression to this level is subject to the following requirements being met:

- Completed a minimum of 12 months at Level 1; and
- Training requirements i.e. satisfactory completion of appropriate Certificate II qualification or will hold equivalent qualification.

**C.3.2** An employee at this level will be able to perform the duties of a Detention Services Officer in a mainly un-supervised capacity; be able to maintain a high standard of performance in those duties, and has a satisfactory performance appraisal. Employees at this level may be expected to undertake higher duties in the role of an Operations Co-ordinator.

In the case of employees who, upon engagement, hold acceptable qualifications or have suitable experience, the requirement to first serve as a Detention Services Officer Level 1, may be waived at the discretion of the employer.

**C.3.3** Examples of the duties an Officer at this level is expected to perform are as follows:

- Assist as appropriate with the on-the-job training and development of Detention Services Officers Level 1.
- Supervise the behaviour and the activities of detainees on a day-to-day basis in accordance with the centre's routine or structured day.
- Monitor and maintain the dynamic and static security requirements of the detention centre, reporting orally and in writing, any unusual occurrences or behaviours that could result in a breach of security.
- Undertake searches and perform escort duties of detainees both within the centre and externally when required.
- Participate in the reception, induction, transfer and discharge of detainees in accordance with the employer's policy and procedures.
- Monitor tensions within the centre and take action to manage behaviour to forestall the development of disturbances or personal disputes between detainees. If these occur, they are dealt with swiftly and fairly to restore security to all in the facility.
- Ensure quarantine and public health requirements are met, reporting any incidence of disease or unsatisfactory hygienic conditions.
- Ensure that safety, health and welfare of detainees is maintained in accordance with the employer's policies and procedures for detention centres.

**C.3.4** An Accredited Detention Services Officer Level 2 may progress to the level of Operations Co-ordinator, which is an appointed position subject to a vacancy, merit selection and an interview process. It is not subject to automatic advancement.

## **C.4 Operations Co-ordinator Level 3 (DSO 3)**

**C.4.1** An Operations Co-ordinator is responsible for supervising Detention Services Officers on a daily basis. They have fulfilled the training requirements set down for Accredited Detention Services Officers. In the case of employees who, upon engagement, hold acceptable qualifications or have suitable experience, the requirement to first serve as a Detention Services Officer may be waived at the discretion of the employer.

**C.4.2** A Detention Services Officer at this level must display a high level of communication, supervisory, interpersonal and writing skills.

## **Schedule D—Catering employee classifications (Corrections and Detention Services)**

[new Sched D inserted by [PR535936](#) ppc 24Apr13]

### **D.1 Introductory level**

In respect of all classification streams, introductory level means the level of an employee who enters the industry and who has not demonstrated the competency requirements of level 1. Such an employee will remain at this level for up to three months while the appropriate training for level 1 is undertaken and assessment made to move from the introductory level to level 1. At the end of three months from entry, an employee will move to level 1 other than where agreement has been reached and recorded between the employee and the employer that further training of up to three months is required for the employee to achieve competence for movement to level 1.

### **D.2 Food and beverage stream**

**D.2.1 Food and beverage attendant grade 1** means an employee who is engaged in any of the following:

- picking up glasses;
- emptying ashtrays;
- general assistance to food and beverage attendants of a higher grade not including service to customers;
- removing food plates;
- setting and/or wiping down tables; and
- cleaning and tidying of associated areas.

**D.2.2 Food and beverage attendant grade 2** means an employee who has not achieved the appropriate level of training and who is engaged in any of the following:

- undertaking general waiting duties of both food and/or beverage including cleaning of tables;
- receipt of monies; and
- engaged on delivery duties.

**D.2.3 Food and beverage attendant grade 3** means an employee who in addition to the tasks performed by a **Food and beverage attendant grade 2** is engaged in any of the following:

- the operation of a mechanical lifting device;
- supervising food and beverage attendants of a lower grade;

- training food and beverage attendants of a lower grade.

**D.2.4 Food and beverage attendant (tradesperson) grade 4** means an employee who has completed an apprenticeship or who has passed the appropriate trade test and as such carries out specialised skilled food and beverage duties.

**D.2.5 Food and beverage supervisor** means an employee who has the appropriate level of training including a supervisory course and who has the responsibility for supervision, training and co-ordination of food and beverage staff, or stock control.

### **D.3 Kitchen stream**

**D.3.1 Kitchen attendant grade 1** means an employee engaged in any of the following:

- general cleaning duties within a kitchen or food preparation area and scullery, including the cleaning of cooking and general utensils used in a kitchen and restaurant;
- assisting employees who are cooking;
- assembling and preparing ingredients for cooking; and
- general pantry duties.

**D.3.2 Kitchen attendant grade 2** means an employee who has the appropriate level of training and who is engaged in specialised non-cooking duties in a kitchen or food preparation area, or supervision of kitchen attendants.

**D.3.3 Kitchen attendant grade 3** means an employee who has the appropriate level of training including a supervisory course and has the responsibility for the supervision, training and co-ordination of kitchen attendants of a lower grade.

**D.3.4 Cook grade 1** means an employee who carries out cooking of breakfasts and snacks, baking, pastry cooking or butchering.

**D.3.5 Cook grade 2** means an employee who has the appropriate level of training and who performs cooking duties including baking, pastry cooking or butchering.

**D.3.6 Cook (tradesperson) grade 3** means a commi chef or equivalent who has completed an apprenticeship or who has passed the appropriate trade test, and who is engaged in cooking, baking, pastry cooking or butchering duties.

**D.3.7 Cook (tradesperson) grade 4** means a demi chef or equivalent who has completed an apprenticeship or has passed the appropriate trade test and who is engaged to perform general or specialised cooking, butchering, baking or pastry cooking duties and/or supervises and trains other cooks and kitchen employees.

**D.3.8 Cook (tradesperson) grade 5** means a chef de partie or equivalent who has completed an apprenticeship or has passed the appropriate trade test in cooking, butchering, baking or pastry cooking and has completed additional appropriate training and who performs any of the following:



- general and specialised duties including supervision or training of other kitchen staff;
- ordering and stock control; and
- supervising other cooks and other kitchen employees in a single kitchen establishment.

#### **D.4 Stores stream**

**D.4.1 Storeperson grade 1** means an employee who receives and stores general and perishable goods and cleans the store area.

**D.4.2 Storeperson grade 2** means an employee who, in addition to the duties for a storeperson grade 1, may also operate mechanical lifting equipment such as a fork-lift and/or who may perform duties of a more complex nature.

**D.4.3 Storeperson grade 3** means an employee who has the appropriate level of training and who:

- implements quality control techniques and procedures;
- understands and is responsible for a stores/warehouse area or a large section of such an area;
- has a highly developed level of interpersonal and communications skills;
- is able to supervise and provide direction and guidance to other employees including the ability to assist in the provision of on-the-job training and induction;
- exercises discretion within the scope of this grade; and who may exercise skills attained through the successful completion of an appropriate warehousing certificate; and may perform indicative tasks at this level such as:
- liaising with management, suppliers and customers with respect to stores operations; and
- detailing and co-ordinating activities of other storepersons and acting in a leading hand capacity for in excess of 10 storepersons;
- maintains control registers including inventory control and being responsible for preparation and reconciliation of regular reports or stock movements, dispatches, etc; and
- supervises the receipt and delivery of goods, records, outgoing goods, responsible for the contents of a store.

#### **D.5 General definition**

In this Schedule D, **appropriate level of training** means that an employee:

- (a) has completed an appropriate training program that meets the training and assessment requirements of a qualification or one or more designated units of competency from a Training Package; and/or

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- (b)** has been assessed by a qualified skills assessor to have skills at least equivalent to those attained in an appropriate training course; and/or
- (c)** has been doing the work of a particular classification for a period of at least three months.

(Note 1: Any dispute concerning (c) above may be referred to the Fair Work Commission for determination. The Fair Work Commission may require an employee to demonstrate to its satisfaction that the employee utilises skills and knowledge, and that these are relevant to the work the employee is doing.)

(Note 2: The minimum classification level for an employee who has completed AQF Certificate III qualifications relevant to the classification in which they are employed and who utilises skills and knowledge derived from Certificate III competencies relevant to the work undertaken is the Level 4 rate prescribed in clause 20.1. Any dispute concerning an employee's entitlement to be paid at Level 4 may be referred to the Fair Work Commission for determination. The Fair Work Commission may require an employee to demonstrate to its satisfaction that the employee utilises skills and knowledge derived from Certificate III competencies, and that these are relevant to the work the employee is doing.)

## **Schedule E—National Training Wage**

[Varied by [PR998010](#), [PR509141](#), [PR522972](#); Sched D renumbered as Sched E by [PR535936](#) ppc 24Apr13; varied by [PR536775](#), [PR545787](#), [PR551698](#), [PR566790](#), [PR579901](#); deleted by [PR593882](#) ppc 01Jul17]

## Schedule F—Part-day Public Holidays

[Sched E inserted by [PR532630](#) ppc 23Nov12; renumbered as Sched F by [PR535936](#) ppc 24Apr13; renamed and varied by [PR544519](#) ppc 21Nov13; renamed and varied by [PR557581](#), [PR573679](#), [PR580863](#), [PR598110](#), [PR701683](#) ppc 21Nov18]

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

**F.1** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) 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 F.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 F.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.

## Schedule G—Agreement to Take Annual Leave in Advance

[Sched G inserted by [PR582991](#) ppc 29Jul16]

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

**The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:**

The amount of leave to be taken in advance is: \_\_\_\_ hours/days

The leave in advance will commence on: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

*[If the employee is under 18 years of age - include:]*

**I agree that:**

**if, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.**

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

## Schedule H—Agreement to Cash Out Annual Leave

[Sched H inserted by [PR582991](#) ppc 29Jul16]

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

**The employer and employee agree to the employee cashing out a particular amount of the employee's accrued paid annual leave:**

The amount of leave to be cashed out is: \_\_\_\_\_ hours/days

The payment to be made to the employee for the leave is: \$\_\_\_\_\_ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

*Include if the employee is under 18 years of age:*

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_