

Security Services Industry Award 2010

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 21 November 2018 ([PR701683](#), [PR701410](#)).

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

23A—Requests for flexible working arrangements

Schedule E—Part-day Public Holidays

Current review matter(s): [AM2014/47](#); [AM2014/89](#); [AM2014/190](#); [AM2014/196](#); [AM2014/197](#); [AM2014/300](#); [AM2014/301](#); [AM2015/1](#); [AM2015/2](#); [AM2016/15](#); [AM2016/17](#); [AM2016/8](#); [AM2018/27](#)

Table of Contents

[Varied by [PR991944](#), [PR994514](#), [PR532630](#), [PR544519](#), [PR546288](#), [PR550021](#), [PR550022](#), [PR557581](#), [PR573679](#), [PR583074](#), [PR584153](#), [PR588729](#), [PR610176](#), [PR701410](#)]

Part 1— Application and Operation of Award	3
1. Title	3
2. Commencement and transitional	3
3. Definitions and interpretation.....	4
4. Coverage.....	6
5. Access to the award and the National Employment Standards	8
6. The National Employment Standards and this award	8
7. Award flexibility	8
Part 2— Consultation and Dispute Resolution.....	10
8. Consultation about major workplace change	10
8A. Consultation about changes to rosters or hours of work	11
8B. Consultation regarding change of contract.....	11
9. Dispute resolution.....	12
Part 3— Types of Employment and Termination of Employment.....	13
10. Types of employment.....	13
11. Termination of employment.....	16
12. Redundancy	17
Part 4— Minimum Wages and Related Matters	19
13. Classifications	19

14.	Minimum wages	19
15.	Allowances.....	20
16.	District allowances.....	22
17.	Accident pay	22
18.	Higher duties.....	22
19.	Payment of wages	22
20.	Superannuation	23
Part 5— Hours of Work and Related Matters		25
21.	Ordinary hours of work and rostering.....	25
22.	Penalty rates	29
23.	Overtime	30
23A.	Requests for flexible working arrangements	33
Part 6— Leave and Public Holidays		34
24.	Annual leave	34
25.	Personal/carer’s leave and compassionate leave	40
26.	Public holidays.....	40
27.	Community service leave.....	40
28.	Leave to deal with Family and Domestic Violence	40
Schedule A —Transitional Provisions.....		43
Schedule B —Additional Transitional Provisions		48
Schedule C —Classifications.....		49
Schedule D —National Training Wage.....		54
Schedule E —Part-day Public Holidays.....		55
Schedule F —Agreement to Take Annual Leave in Advance.....		56
Schedule G —Agreement to Cash Out Annual Leave.....		57
Schedule H —Agreement for Time Off Instead of Payment for Overtime		58

Part 1—Application and Operation of Award

1. Title

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

2. Commencement and transitional

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

2.1 This award commences on 1 January 2010.

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

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

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

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

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

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

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

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

2.6 The Fair Work Commission may review the transitional arrangements:

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

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

3. Definitions and interpretation

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

3.1 In this award, unless the contrary intention appears:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

employee means national system employee within the meaning of the Act

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

employer means national system employer within the meaning of the Act

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ordinary pay is defined in clauses 0 and 0

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

shiftworker is defined in clause 24.2

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

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

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

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

4. Coverage

[Varied by [PR994514](#)]

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

4.2 To avoid doubt, the security services industry includes:

(a) patrolling, protecting, screening, watching or guarding any people and/or property, including cash or other valuables, by physical means (which may involve the use of patrol dogs or the possession or use of a firearm) or by electronic means;

(b) crowd, event or venue control whether through physical or electronic means;

- (c) body guarding or close personal protection;
- (d) the operation of a security control room or monitoring centre;
- (e) loss prevention; and
- (f) traffic control when it is incidental to, or associated with, the activities referred to in clauses 4.2(a), (b) or (c).

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

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

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

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

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

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

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

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

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

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

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

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

4.10 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the

work performed by the employee and to the environment in which the employee normally performs the work.

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage. The *Clerks—Private Sector Award 2010* will usually cover clerical employees of employers covered by this award.

5. Access to the award and the National Employment Standards

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

6. The National Employment Standards and this award

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

7. Award flexibility

[Varied by [PR994514](#), [PR542136](#); 7—Award flexibility renamed and substituted by [PR610176](#) 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 about major workplace change

[Varied by [PR993928](#), [PR515036](#); substituted by [PR546288](#); corrected by [PR550021](#); 8-Consultation regarding major workplace change renamed and substituted by [PR550022](#), 8—Consultation renamed and substituted by [PR610176](#) 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 [PR610176](#) 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.

8B. Consultation regarding change of contract

[8B inserted by [PR610176](#) ppc 01Nov18]

- 8B.1** In addition to clause 8—Consultation about major workplace change, where a decision is made by an employer to relinquish a security contract, or a decision is made by a principal that is likely to bring about a change of contract, the following will apply:
- (a) The employer is required to notify employees 28 days, or as soon as practicable, before an existing security contract is due to expire, or when the employer has been notified that the contract has been terminated.
 - (b) The employer is required to notify employees 28 days, or as soon as practicable, before an existing security contract is due to expire, or when the employer has been notified that the contract has been terminated.
 - (c) Employees who are not offered suitable alternative employment with their employer must be notified in writing by their employer, and the notice must

contain details of the employee's entitlements (including accrued annual leave) and a statement of service (including length of service, hours of work, classification and shift configuration).

- (d) The employer must facilitate a meeting between the incoming contractor and outgoing employees who are not offered suitable alternative employment with the employer.

9. Dispute resolution

[Varied by [PR994514](#), [PR542136](#); substituted by [PR610176](#) 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 [PR991944](#), [PR562211](#); [PR700611](#)]

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

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

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

10.3 Full-time employees

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

10.4 Part-time employees

- (a) A part-time employee is an employee who is employed in a classification in Schedule C—Classifications and who:
 - (i) is engaged to work fewer than 38 ordinary hours per week or, where the employer operates a roster, an average of fewer than 38 hours per week over the roster cycle; and
 - (ii) has reasonably predictable hours of work; and
 - (iii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- (b) At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work either:
 - (i) specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day; or
 - (ii) specifying the roster that the employee will work (including the actual starting and finishing times for each shift) together with days or parts of days on which the employee will not be rostered.
- (c) Any agreed variation to the hours of work will be recorded in writing.
- (d) All time worked in excess of the hours as agreed under clause 10.4(b) or varied under clause 10.4(c) will be overtime and paid for at the rates prescribed in clause 23—Overtime.
- (e) An employee who does not meet the definition of a part-time employee and

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

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

10.5 Casual employees

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

- (b) **Casual loading**

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

10.6 Right to request casual conversion

[New 10.6 inserted by [PR700611](#) 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(b).
- (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 Licensing

[10.6 renumbered as 10.7 by [PR700611](#) ppc 01Oct18]

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

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

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

11. Termination of employment

[11 substituted by [PR610176](#) 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

Column 1 Employee's period of continuous service with the employer at the end of the day the notice is given	Column 2 Period of notice
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 [PR991944](#), [PR994514](#), [PR503618](#), [PR561478](#)]

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

12.2 Transfer to lower paid duties

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

12.3 Employee leaving during notice period

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

12.4 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 11.2.

12.5 Change of contract

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

- (a) This clause applies in addition to clause 8—Consultation of this award and s.120(1)(b)(i) of the Act, and applies on the change to the contractor who provides security services to a particular client from one security contractor (the outgoing contractor) to another (the incoming contractor).
- (b) Section 119 of the Act does not apply to an employee of the outgoing contractor where:
 - (i) the employee of the outgoing contractor agrees to other acceptable employment with the incoming contractor; and
 - (ii) the outgoing contractor has paid to the employee all of the employee's accrued statutory and award entitlements on termination of the employee's employment.
- (c) To avoid doubt, s.119 of the Act does apply to an employee of an outgoing contractor where the employee is not offered acceptable employment with either the outgoing contractor or the incoming contractor.

12.6 Transitional provisions – NAPSA employees

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

12.7 Transitional provisions – Division 2B State employees

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

Part 4—Minimum Wages and Related Matters

13. Classifications

13.1 Classifications are set out in Schedule C—Classifications. An employee performing work falling within the classification descriptions in Schedule C must be employed in a classification in Schedule C.

13.2 Despite an employee’s classification, an employee is to perform all duties incidental to the tasks of the employee that are within the employee’s level of skill, competence and training.

14. Minimum wages

[Varied by [PR994514](#), [PR997897](#), [PR509047](#), [PR522878](#), [PR536681](#), [PR551604](#), [PR566684](#), [PR579777](#), [PR592112](#), [PR593812](#), [PR606340](#)]

[14.1 varied by [PR994514](#) ppc 01Jan10, [PR997897](#), [PR509047](#), [PR522878](#), [PR536681](#), [PR551604](#), [PR566684](#), [PR579777](#), [PR592112](#), [PR606340](#) ppc 01Jul18]

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

Employee classification	Minimum weekly rate
	\$
Security Officer Level 1	808.00
Security Officer Level 2	831.20
Security Officer Level 3	845.30
Security Officer Level 4	859.40
Security Officer Level 5	887.20

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

14.2 National training wage

[14.3 renumbered as 14.2 by [PR994514](#); substituted by [PR593812](#) 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 [PR606340](#) 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 *Security Services Industry 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 [PR994514](#), [PR998121](#), [PR509169](#), [PR522999](#), [PR536802](#), [PR551725](#), [PR566826](#), [PR579521](#), [PR592274](#), [PR606497](#)]

15.1 Allowance rates

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

(a) Wage related allowances

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

(b) Expense related allowances

[15.1(b) varied by [PR994514](#) from 01Jan10; [PR998121](#), [PR509169](#); [PR522999](#); [PR536802](#), [PR551725](#) ppc 01Jul14, [PR566826](#), [PR579521](#), [PR592274](#), [PR606497](#) ppc 01Jul18]

Allowance	Payable	Rate
Meal	if required to work more than 1 hour beyond end of shift without notice	\$16.49
Vehicle:		
	if employee is required to use their own vehicle	
motor vehicle		\$0.78 per km
motorcycle		\$0.26 per km

15.2 Adjustment of expense related allowances

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

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

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

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

15.3 Meal allowance

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

15.4 First aid allowance

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

15.5 Firearm allowance

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

15.6 Broken shift allowance

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

15.7 Supervision allowance

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

15.8 Relieving officer allowance

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

15.9 Vehicle allowance

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

15.10 Aviation allowance

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

15.11 Other matters

(a) Torch

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

(b) Uniform

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

16. District allowances

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

17. Accident pay

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

18. Higher duties

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

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

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

19. Payment of wages

[Varied by [PR610049](#)]

[Paragraph numbered as 19.1 by [PR610049](#) ppc 01Nov18]

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

19.2 Payment on termination of employment

[19.2 inserted by [PR610049](#) 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.

20. Superannuation

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

20.1 Superannuation legislation

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

20.2 Employer contributions

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

20.3 Voluntary employee contributions

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

20.4 Superannuation fund

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

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

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

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

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

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

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

20.5 Absence from work

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

- (a) **Paid leave**—while the employee is on any paid leave;

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

Part 5—Hours of Work and Related Matters

21. Ordinary hours of work and rostering

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

21.1 Ordinary hours and roster cycles

- (a) The ordinary hours of work are 38 hours per week or, where the employer chooses to operate a roster, an average of 38 hours per week to be worked on one of the following bases at the discretion of the employer:
 - (i) 76 hours within a roster cycle not exceeding two weeks;
 - (ii) 114 hours within a roster cycle not exceeding three weeks;
 - (iii) 152 hours within a roster cycle not exceeding four weeks; or
 - (iv) 304 hours within a roster cycle not exceeding eight weeks.
- (b) The following time is ordinary working time for the purposes of this clause and must be paid for as such:
 - (i) crib breaks;
 - (ii) time occupied by an employee in filling in any time record or cards or in the making of records (other than time spent checking in or out when entering or leaving the employer's premises);
 - (iii) time spent attending a court in the interest of the employer or any client of the employer in relation to any matter arising out of or in connection with the employee's duties;
 - (iv) time spent fitting the employee's own vehicle with any equipment or markings required by the employer (in relation to which the cost of any such equipment and markings must be met by the employer) unless the installation is required by reason of the employee choosing to change vehicles within three years of an initial fitting of equipment or markings; and
 - (v) time spent at the direction of the employer attending training courses (other than any course undertaken by an employee in order to obtain a security licence where the employee does not already hold a security licence under licencing legislation).

21.2 Shift duration

- (a) Ordinary time shifts must be limited in duration to:
- (i) for casual employees—a minimum of four and a maximum of 10 ordinary hours;
 - (ii) for full-time employees—a minimum of 7.6 and a maximum of 10 ordinary hours; and
 - (iii) for part-time employees—a minimum of one fifth of the employee’s agreed weekly hours or four hours (whichever is the greater) and a maximum of 10 ordinary hours.
- (b) Notwithstanding clause 21.2(a), by agreement between the employer and the majority of employees concerned in a particular establishment, ordinary working hours exceeding 10 but not exceeding 12 hours per shift may be introduced subject to:
- (i) proper health monitoring procedures being introduced;
 - (ii) suitable roster arrangements being made;
 - (iii) proper supervision being provided;
 - (iv) adequate breaks being provided; and
 - (v) an adequate trial or review process being implemented where 12 hour shifts are being introduced for the first time.
- (c) Employees are entitled to be represented for the purposes of negotiating such an agreement. Once agreement is reached it must be reduced to writing and kept as a time and wages record.

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

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

21.3 Break between successive shifts

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

21.4 Long breaks

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

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

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

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

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

21.5 Call back

- (a) An employee required to attend the employer's premises and/or the premises of a client or clients of the employer for any reason after leaving the place of employment (whether notified before or after leaving the place of employment) must be paid a minimum number of hours as specified below:
 - (i) where such attendance is required at the employer's premises for the purposes of a disciplinary and/or counselling interview and/or administrative procedures such as completing or attending to Workers Compensation Forms, Accident Reports, or Break/Entry Reports, the employee must be paid a minimum payment of two hours at the appropriate rate for each such attendance;
 - (ii) except as provided in clause 21.5(a)(i), where such attendance is required at the employer's premises on a Monday through Saturday, the employee must be paid a minimum payment of three hours at the appropriate rate for each such attendance;
 - (iii) where any such attendance is required at the employer's premises on a Sunday the employee must be paid a minimum payment of four hours at the appropriate rate for each such attendance.
- (b) This clause does not apply where a period of duty is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

21.6 Meal and crib breaks

(a) Meal breaks

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

(b) Crib breaks

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

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

21.7 Broken shifts

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

21.8 Shift start/end times

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

- (a) where an employee is required to collect (prior to proceeding to the work site) or return (after completion of duty) company equipment (such as a gun, keys, car, etc.) from a location other than the actual work site or sites; and
- (b) the collection and/or return of such equipment adds more than 15 minutes to the time which would otherwise be required for the employee to travel between the employee's normal work site or location and the employee's residence;

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

21.9 Rostered days off

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

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

- (b) Where any rostered day off prescribed by clause 21.9(a) above falls on a public holiday, the next working day will be taken in substitution for the rostered day

off unless an alternative day in the current cycle or the next is agreed in writing between the employer and the employee.

- (c) Where agreement has been reached between the employee and employer, up to 10 rostered days off may be banked and taken at an agreed time.

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

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

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

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

21.11 Notice of rosters

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

21.12 Display of roster and notice of change of roster

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

22. Penalty rates

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

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

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

22.3 Penalty rates

Penalty rates apply to ordinary hours worked as follows:

Hours worked during	Penalty rate in addition to ordinary time rate
	%
Night span	21.7
Night span (Permanent night work)	30
Saturday span	50
Sunday span	100
Public holiday span	150

23. Overtime

[Varied by [PR584153](#)]

23.1 Reasonable overtime is provided for in the NES.

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

23.3 Overtime rates

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

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

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

23.5 Minimum break following overtime

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

23.6 Time off instead of payment for overtime

[23.6 inserted by [PR584153](#) ppc 22Aug16]

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.

- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 23.6.
- (c) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - (iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H. An agreement under clause 23.6 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

- (d) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under clause 23.6 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) 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.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 23.6 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.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), 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.
- (h) The employer must keep a copy of any agreement under clause 23.6 as an employee record.
- (i) 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.
- (j) 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 23.6 will apply, including the requirement for separate written agreements under paragraph (b) 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).

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 23.6 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 23.6.

23A. Requests for flexible working arrangements

[23A inserted by [PR701410](#) 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

24. Annual leave

[Varied by [PR991944](#), [PR994514](#), [PR998121](#), [PR509169](#), [PR522999](#), [PR536802](#), [PR546345](#), [PR551725](#), [PR567248](#), [PR566826](#), [PR579521](#), [PR583074](#), [PR588729](#), [PR592274](#), [PR606497](#)]

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

24.2 Definition of shiftworker

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

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

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

24.3 Excessive leave accruals: general provision

[24.3 renamed and substituted by [PR588729](#) ppc 20Dec2016]

Note: Clauses 24.3 to 24.5 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 24.4 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 24.5 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

24.4 Excessive leave accruals: direction by employer that leave be taken

[New 24.4 inserted by [PR588729](#) ppc 20Dec2016]

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 24.3(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 24.3, 24.4 or 24.5 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 24.4(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.

24.5 Excessive leave accruals: request by employee for leave

[New 24.5 inserted by [PR588729](#); substituted by [PR588729](#) ppc 20Dec2017]

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 24.3(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 24.4(a) that, when any other paid annual leave arrangements (whether made under clause 24.3, 24.4 or 24.5 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 24.3, 24.4 or 24.5 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).

24.6 Payment for annual leave

[24.4 renumbered as 24.6 by [PR588729](#) ppc 20Dec2016]

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

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

24.7 Electronic funds transfer (EFT) payment of annual leave

[New 24.5 inserted by [PR583074](#) ppc 29Jul16; renumbered as 24.7 by [PR588729](#) ppc 20Dec2016]

Despite anything else in this clause, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave.

24.8 Annual leave in advance

[24.5 renumbered as 24.6 by [PR583074](#) ppc 29Jul16; 24.6 renamed and substituted by [PR583074](#) ppc 29Jul16; 24.6 renumbered as 24.8 by [PR588729](#) ppc 20Dec2016]

- (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 24.8 is set out at Schedule F. There is no requirement to use the form of agreement set out at Schedule F.

- (c) The employer must keep a copy of any agreement under clause 24.8 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 24.8, 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.

24.9 Annual close down

[24.6 renumbered as 24.7 by [PR583074](#); 24.7 renumbered as 24.9 by [PR588729](#) ppc 20Dec2016]

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

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

- (b) Where an employee has been given notice pursuant to clause 24.9(a) and the employee has:
- (i) accrued sufficient annual leave to cover the full period of closing, the employee must take paid annual leave for the full period of closing;
 - (ii) insufficient accrued annual leave to cover the full period of closing, the employee must take paid annual leave to the full amount accrued and leave without pay for the remaining period of the closing; or
 - (iii) no accrued annual leave, the employee must take leave without pay for the full period of closing.

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

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

24.10 Payment of accrued annual leave on termination

[24.7 varied by [PR994514](#) from 01Jan10; 24.7 renumbered as 24.8 by [PR583074](#); 24.8 renumbered as 24.10 by [PR588729](#) ppc 20Dec2016]

Where an employee is entitled to a payment on termination of employment as provided in s.90(2) of the Act, the employer must also pay to the employee an amount calculated in accordance with clause 24.6(a). The employer must also pay to the employee a loading of 17.5% in accordance with clause 24.6(b) unless the employee has been dismissed for misconduct.

[24.8 renumbered as 24.9 by [PR583074](#); 24.9 renumbered as 24.11 by [PR588729](#) ppc 20Dec2016]

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

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

[24.9 renumbered as 24.10 by [PR583074](#); 24.10 renumbered as 24.12 by [PR588729](#) ppc 20Dec2016]

24.12 For the purpose of the definition of the term ordinary pay in clause 24.11:

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

[24.9(c) varied by [PR998121](#), [PR509169](#), [PR522999](#), [PR536802](#), [PR551725](#), [PR566826](#), [PR579521](#), [PR592274](#), [PR606497](#) ppc 01Jul18]

- (c) the cash value of any board or lodging provided for an employee is deemed to be its cash value as fixed by or under the terms of the employee's employment or, if it is not so fixed, must be computed at the rate of \$2.67 a week for board and \$1.35 a week for lodging; and
- (d) the value of any board or lodging or the amount of any payment in respect of board or lodging must not be included in any case where it is provided or paid for not as part of the ordinary pay but because:
 - (i) the work done by the employee is in such a locality as to necessitate their sleeping elsewhere than at their genuine place of residence; or
 - (ii) because of any other special circumstances.
- (e) **Week** in relation to any employee means the employee's ordinary working week.

24.13 Cashing out of annual leave

[24.11 inserted by [PR583074](#) ppc 29Jul16; renumbered as 24.13 by [PR588729](#) ppc 20Dec2016]

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 24.13.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 24.13.
- (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 24.13 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 24.13 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 24.13 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 24.13.

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 24.13.

Note 3: An example of the type of agreement required by clause 24.13 is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G.

25. Personal/carer's leave and compassionate leave

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

26. Public holidays

26.1 Public holiday entitlements are provided for in the NES.

26.2 Substitution of public holidays by agreement

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

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

27. Community service leave

Community service leave is provided for in the NES.

28. Leave to deal with Family and Domestic Violence

[28 inserted by [PR609333](#) 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 [PR991944](#), [PR503618](#)]

A.1 General

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

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

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

A.2 Minimum wages – existing minimum wage lower

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

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

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

A.2.2 In this clause minimum wage includes:

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

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

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

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

First full pay period on or after

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

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

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

A.3 Minimum wages – existing minimum wage higher

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

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

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

A.3.2 In this clause minimum wage includes:

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

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

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

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

First full pay period on or after

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

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

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

A.4 Loadings and penalty rates

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

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

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

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

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

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

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

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

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

First full pay period on or after

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

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

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

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

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

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

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

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

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

First full pay period on or after

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

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

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

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

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

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

First full pay period on or after

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

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

A.8 Former Division 2B employers

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

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

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

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

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

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

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

Schedule B—Additional Transitional Provisions

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

B.1 HMAS Creswell allowance

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

B.2 Isolation allowance

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

B.3 Space tracking station allowance

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

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

B.4 Civil construction disability allowance—Queensland

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

B.5 Site allowances—Queensland

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

B.6 Dog handling—Queensland

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

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

Schedule C—Classifications

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

C.1 Security Officer Level 1

C.1.1 A Security Officer Level 1:

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

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

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

C.2 Security Officer Level 2

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

C.2.2 A Security Officer Level 2:

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

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

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

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

C.3 Security Officer Level 3

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

C.3.2 A Security Officer Level 3:

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

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

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

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

C.4 Security Officer Level 4

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

C.4.2 A Security Officer Level 4:

- (a) works individually or in a team environment under limited supervision which may not necessarily be at the site where the officer is posted;

- (b) assists in the provision of on-the-job training;
- (c) exercises discretion within the scope of this classification level;
- (d) exercises computer skills at a higher level than Level 3; and
- (e) exercises high level interpersonal and communications skills.

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

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

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

C.5 Security Officer Level 5

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

C.5.2 A Security Officer Level 5:

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

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

- (a) keyboard operation to alter the parameters within an integrated intelligent building management and/or security system including operating computer programs which have the ability to remotely lock/unlock doors, program access cards, audit and record door access by individuals as well as recording time and date of access; and

- (b) the co-ordinating, monitoring or recording of the activities of security officers utilising a verbal or computer based communications system with a central station at the particular site or location including in or in connection with an airport security zone.

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

Schedule D—National Training Wage

[Sched D inserted by [PR994514](#) ppc 01Jan10; varied by [PR997897](#), [PR509047](#), [PR522878](#), [PR536681](#), [PR545787](#), [PR551604](#), [PR566684](#), [PR579777](#); deleted by [PR593812](#) ppc 01Jul17]

Schedule E—Part-day Public Holidays

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

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

- E.1** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December 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 E.1(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
 - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
 - (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause E.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

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

Schedule F—Agreement to Take Annual Leave in Advance

[Sched F inserted by [PR583074](#) 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 G—Agreement to Cash Out Annual Leave

[Sched G inserted by [PR583074](#) 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____

Schedule H—Agreement for Time Off Instead of Payment for Overtime

[Sched H inserted by [PR584153](#) ppc 22Aug16]

Link to PDF copy of [Agreement for Time Off Instead of Payment for Overtime](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee may take time off instead of being paid for the following amount of overtime that has been worked by the employee:

Date and time overtime started: ___/___/20___ am/pm

Date and time overtime ended: ___/___/20___ am/pm

Amount of overtime worked: _____ hours and _____ minutes

The employer and employee further agree that, if requested by the employee at any time, the employer must pay the employee for overtime covered by this agreement but not taken as time off. Payment must be made at the overtime rate applying to the overtime when worked and must be made in the next pay period following the request.

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___