

The Exposure Draft was first published on 5 September 2014. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
9 October 2015	Correct technical and drafting errors	3.3, 6.5, 9.2, 9.3, 10.2, 13, 14.2, 20.2, Schedule E
2 February 2015	Incorporate changes resulting from [2014] FWCFB 9412	1, 2, 5, 6, 8, 9, 10, 14, 15, 16, 17, 18, 19, 20, 21, Schedule C, Schedule D, Schedule E
9 September 2016	Correct technical and drafting errors	20.2
	Incorporate changes resulting from [2014] FWCFB 3023	15.2
	Incorporates changes resulting from [2015] FWCFB 4658	1, 6.5, 9.3, 0, 15, Schedule B
	Incorporates changes resulting from [2015] FWCFB 620	7.3, 9.4, Schedule E
	Incorporate changes resulting from [2016] FWCFB 3500 , PR579777 and PR579521	10, 11, Schedule B, Schedule C
	Incorporate changes resulting from PR580863	Schedule D
	Incorporate changes resulting from PR583074	15, Schedule F, Schedule G
	Incorporate changes resulting from PR584153	14.4, Schedule H
	Incorporate changes proposed by agreement of parties—see transcript of 23 October 2014	3.5(a), 6.4(a)

EXPOSURE DRAFT

Security Services Industry Award 2015

This exposure draft has been prepared by staff of the Fair Work Commission based on the **Security Services Industry Award 2010** (the Security award) as at 5 September 2014. This exposure draft does not seek to amend any entitlements under the Security award but has been prepared to address some of the structural issues identified in modern awards.

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/89](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

This draft does not represent the concluded view of the Commission in this matter.

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Part 1—Application and Operation

1. Title and commencement

1.1 amended in accordance with para [4] [\[2015\] FWCFB 4658](#)

1.1 This award is the *Security Services Industry Award 2014 2015*.

1.2 amended in accordance with para [8] [\[2015\] FWCFB 4658](#)

1.2 This modern award, as varied, commenced operation on 1 January 2010.

1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.

1.4 Schedule E—Definitions sets out definitions that apply in this award.

1.5 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.

1.6 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. The National Employment Standards and this award

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

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

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

3. Coverage

3.1 This industry award covers employers throughout Australia in the security services industry and their employees in the classifications listed in Schedule A—Classification Definitions to the exclusion of any other modern award.

3.2 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 3.2(a), (b) or (c).

3.3 This award does not apply to an employer if the functions referred to in clause 3.2 are performed by an employee as a minor or incidental part of the employee's duties.

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

- (a) any cash-in-transit portion of the employer's business; however, it is not intended to exclude employers if cash in transit tasks are performed by their employee as a minor or incidental part of the employee's duties;
- (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.

3.5 This award does not cover:

- (a) an employee excluded from award coverage by the ~~*Fair Work Act 2009 (Cth)*~~ the Act;
- (b) 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; or
- (c) 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.

3.6 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 3.1 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.

3.7 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. For instance, the *Clerks—Private Sector Award 2014* will usually cover clerical employees of employers working in the security industry.

4. Award flexibility

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

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

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

4.3 The agreement between the employer and the individual employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 4.1; and
- (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

4.4 The agreement between the employer and the individual employee must also:

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

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

- 4.6** Except as provided in clause 4.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 4.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee’s understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 4.8** The agreement may be terminated:
- (a)** by the employer or the individual employee giving 13 weeks’ notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b)** at any time, by written agreement between the employer and the individual employee.

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

- 4.9** The notice provisions in clause 4.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 4.8(a), subject to four weeks’ notice of termination.
- 4.10** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

5. Facilitative provisions

- 5.1** A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or an employer and the majority of employees in the enterprise or part of the enterprise concerned.
- 5.2** Facilitative provisions in this award are contained in the following clauses:

Clause	Provision	Agreement between an employer and:
8.2(b)	Ordinary hours of work and rostering—shift duration	The majority of employees
15.5	Annual leave in advance	An individual
18.3	Substitution of public holidays by agreement	The majority of employees

Part 2—Types of Employment and Classifications

6. Types of employment

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

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

6.2 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.

6.3 Full-time employees

A full-time employee is engaged to work 38 ordinary hours per week, or, an average of 38 hours per week over the roster cycle.

6.4 Part-time employees

- (a) A part-time employee:
 - (i) is engaged to work less than 38 ordinary hours per week or, an average of less 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 6.4(b) or varied under clause 6.4(c) will be overtime and paid for at the rates prescribed in clause 14—Overtime.
- (e) A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the hourly rate prescribed for the class of work performed.

6.5 Casual employees

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

- (b) 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.
- (c) **Casual loading**

For each ordinary hour worked, a casual employee must be paid:

6.5(c)(i) amended in accordance with para [43] [\[2015\] FWCFB 4658](#)

- (i) the ~~ordinary~~ minimum hourly rate; and
- (ii) a loading of 25% of the base rate,
for the classification in which they are employed.
- (iii) The casual loading is paid in addition to any penalty rates for shift, weekend and public holiday work payable to full-time employees.

7. Classifications

7.1 A description of the classifications under this award is set out at Schedule A—Classification Definitions.

7.2 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.

7.3 Licensing

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

7.3(d) inserted in accordance with para 20 [\[2015\] FWCFB 620](#)

- (d) Where an employee's security license has expired and is 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 two weeks or such other period as may be agreed between the employer and the employee in order to resolve the licensing issue.

Part 3—Hours of Work

8. Ordinary hours of work and rostering

8.1 Ordinary hours and roster cycles

- (a) The ordinary hours of work are 38 hours per week, or, an average of 38 hours per week over a roster cycle of between two and eight weeks.
- (b) The following time is ordinary working time for the purposes of this clause and must be paid for as such:
 - (i) rest breaks in clause 8.1(b);
 - (ii) time occupied 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 except in accordance with clause 8.1(c).
- (c) Time spent by an employee undertaking any course in order to obtain a security licence where the employee does not already hold a security licence under licensing legislation will not be considered ordinary time for purposes of this clause and will not be paid for as such.

8.2 Shift duration

- (a) Ordinary time shifts must be limited in duration to:

Employment type	Minimum ordinary shift	Maximum ordinary shift
Casual	4 hours	10 ordinary hours— see also clauses 8.2(b) and (c).
Full-time	7.6 hours	
Part-time	1/5th of agreed weekly hours or 4 hours (whichever is greater)	

- (b) The employer and a majority of employees in a particular establishment may agree to introduce ordinary hours exceeding 10 (but not exceeding 12) hours per shift, 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.

Employees are entitled to be represented for the purposes of negotiating such an agreement. Once an agreement is reached, it must be recorded in writing and kept as a time and wages record.

- (c) Clause 8.2(b) does not 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.

8.3 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.

8.4 Broken shifts

Employees may be rostered to work ordinary hours in up to two periods of duty, exclusive of rest breaks, per day, with a minimum payment of three hours for each period of duty. An allowance is payable for working a broken shift: see clause 11.1(a).

8.5 Display of roster and notice of change of roster

The employer must notify employees who work on a roster of their starting and finishing times by posting the roster on a noticeboard conveniently located at the workplace or through electronic means. Once notified, the roster may not be changed without the payment of overtime, or by seven days' notice, except by agreement between the employer and the employee.

8.6 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.

8.7 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 any 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 above falls on a public holiday, the next working day will be taken in substitution for the rostered day off unless another day 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.
- (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.
- (e) Each day of paid leave taken (except rostered days off) and each public holiday occurring during any such roster cycle will be regarded as a day worked for accrual purposes.
- (f) 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. This payment will also be made on termination of employment.
- (g) Any agreement made with an employee or employees must be recorded in writing, and must be recorded in the time and wages records.

9. Breaks

9.1 Meal and rest breaks

(a) Meal breaks

An employee will be granted an unpaid meal break of not less than 30 minutes where a shift exceeds five hours duration unless it is impractical to do so. An employee will be paid on a meal break if the employee is not permitted to leave the client's premises, or be unavailable for work during the period of the meal break.

(b) Paid rest breaks

- (i) A paid rest break (or breaks) must be provided on shifts of more than four hours as follows:

Length of shift	Minimum rest break
More than 4 hours but less than 8 hours	10 minutes
8 hours	20 minutes
10 hours	25 minutes
12 hours	30 minutes

- (ii) For shifts of eight hours or more, the rest break must be taken between four hours and five hours after the time of commencement of each shift where it is reasonably practicable to do so.

9.2 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.

9.3 Minimum break—Overtime

- (a) An employee is entitled to at least eight hours break between each shift taking into account any overtime worked immediately before or after an ordinary time shift.
- (b) Subject to clause 9.3(c) an employee has not had at least eight hours off duty between those times, the employee must 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.
- (c) If on the instructions of the employer such an employee resumes or continues work without having had eight hours off duty, the employee must be paid at 200% ordinary time until released from duty for eight hours and is then entitled to be absent until the employee has had eight hours off duty without loss of pay for ordinary working time occurring during such absence.

Example 1 – Breaks after overtime (full-time employee)

Example 1 amended in accordance with para [43] [\[2015\] FWCFB 4658](#); rates updated as a result of AWR 2016

For example: George is a full-time Level 1 employee. His hourly rate of pay is ~~\$18.95~~ \$19.42.

George is rostered on to work from 10 am – 6 pm on Tuesday and from 7 am – 4 pm on Wednesday. On Tuesday, George is directed to work until midnight.

If George starts work at his rostered time of 7.00 am on Wednesday, he must be paid overtime at 200% of his hourly rate until he receives a break of at least 8 hours from work. If he works 7.6 hours on Wednesday, he will be paid as follows:

Calculating overtime pay

Multiply the hourly rate of pay by the overtime rate and then by the number of overtime hours worked = ~~$\$18.95 \times 200\% \times 7.6 = \288.04~~ $\$19.42 \times 200\% \times 7.6 = \295.18

George is paid a total of ~~$\$288.04$~~ **$\295.18** for Wednesday.

Alternatively, George may be directed by his employer to start work at 8.00 am on Wednesday (one hour later than his usual 7.00 am start) so he can receive 8 hours off work. If he works 7.6 hours on Wednesday, he will be paid his ~~ordinary~~ minimum hourly rate for those hours: ~~$\$18.95 \times 7.6 = \144.02~~ $\$19.42 \times 7.6 = \147.59

9.4 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 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)

9.4(b) amended in accordance with para [27] [\[2015\] FWCFB 620](#)

- (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 between long breaks without a long break of at least 48 continuous hours.

Part 4—Wages and Allowances

10. Minimum wages

10.1 amended in accordance with para [43] and [54] [\[2015\] FWCFB 4658](#)

Rates updated as a result of AWR 2016

- 10.1** An employer must pay employees the following minimum wages for ordinary hours worked 6.00 am to 6.00 pm Monday to Friday:

Employee Classification	Minimum weekly rate	Ordinary <u>Minimum</u> hourly rate
	\$	\$
Security Officer Level 1	755.80	19.89
Security Officer Level 2	777.40	20.46

Employee Classification	Minimum weekly rate	Ordinary <u>Minimum</u> hourly rate
	\$	\$
Security Officer Level 3	790.60	20.81
Security Officer Level 4	803.80	21.15
Security Officer Level 5	829.80	21.84

See Schedule B for a summary of hourly rates of pay including overtime and penalties.

10.2 Payment of wages

Wages will be paid either weekly or fortnightly by cheque or electronic funds transfer. Payment will be no 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.

10.3 Higher duties

- (a) 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.
- (b) In all other cases the employee will be paid the higher rate for the actual time worked.

10.4 National training wage

For employees undertaking a traineeship, see Schedule C—National Training Wage.

11. Allowances

Monetary amounts in this clause adjusted as a result of AWR 2016

11.1 Allowance rates

Employers must pay to an employee any allowances the employee is entitled to under this clause.

(a) Wage related allowances

Allowance	Payable	\$	% of <u>standard rate</u> (\$790.60)
First aid	per shift	5.38	0.68
	maximum per week	26.72	3.38
Firearm	per shift	2.69	0.34
	maximum per week	13.44	1.70
Broken shift	per broken shift	12.81	1.62
Supervision:			
1–5 employees	per week	33.36	4.22

Allowance	Payable	\$	% of <u>standard rate</u> (\$790.60)
6–10 employees	per week	38.50	4.87
11–20 employees	per week	49.97	6.32
over 20 employees	per week	58.98	7.46
<u>Relieving officer</u>	per week	33.05	4.18
<u>Aviation</u>	per hour	1.48	0.187

(b) Expense related allowances

Allowance	Payable	\$
<u>Meal</u>	if required to work more than 1 hour beyond end of shift without notice	15.99 per occasion
<u>Vehicle</u>	if employee is required to use their own vehicle for work purposes	
motor vehicle		0.78 per km
motorcycle		0.26 per km

11.2 Wage related allowances

(a) 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.

(b) Firearm allowance

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

(c) 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 rest breaks).

Example 2 – Broken shift (full-time employee)

Rates updated as a result of AWR 2016

For example: Jimmy is a full-time Level 3 employee. His hourly rate of pay is ~~\$19.82~~ \$20.32. Jimmy starts work at 12:00 pm and finishes work at 4.00 pm on Thursday. He is rostered to return to work at 8.00 pm that same day for a period of 3.6 hours. Jimmy will:

- Work a total of 4 hours of ordinary time
- Work a total of 3.6 hours of ordinary time on night shift
- Work a broken shift

Calculating ordinary time pay

Step 1: Multiply the hourly rate of pay by the number of ordinary hours worked = $\$19.82 \times 4 = \79.28 $\underline{\$20.32 \times 4 = \$81.28}$.

Calculating ordinary time pay on night shift

Step 2: Multiply the hourly rate of pay by the night shift penalty and by the number of night shift hours worked = $\$19.82 \times 121.7\% \times 3.6 = (\$24.12) \times 3.6 =$
 ~~$\$86.83$~~ $\underline{\$20.32 \times 121.7\% \times 3.6 = (24.73) \times 3.6 = \$89.03}$

Calculating total pay

Step 3: Add the total hourly rate in Step 1 to the total night shift rate in Step 2, and the broken shift allowance = $\$79.28 + \$86.83 + \$12.20 = \178.31 $\underline{\$81.28 + \$89.03 + \$12.51 = \$182.82}$

Jimmy is paid a total of ~~$\$178.31$~~ $\underline{\$182.82}$ for Thursday.

NOTE: Calculations in this example are based on the rounded hourly rates in Schedule B.

(d) 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.

(e) 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 another Security Officer at short notice. A display of roster is not required however 24 hours' notice of a relieving shift will be given where possible.

(f) Aviation allowance

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

(g) Other matters

(i) Torch

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

(ii) 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.

11.3 Expense related allowances

(a) 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. The meal allowance is not payable if the employee was notified the previous day of the requirement to work additional time.

(b) 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.

11.4 Adjustment of expense related allowances

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

12. Superannuation

12.1 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.

12.2 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.

12.3 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 12.2.
- (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 12.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 12.3(a) or (b) was made.

12.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 12.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 12.2, and pay the amount authorised under clauses 12.3(a) or (b), to one of the following superannuation funds or its successor:

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

12.5 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—Penalties and Overtime

13. Penalty rates

Penalty rates apply to ordinary hours worked as follows:

Shift	Period	Penalty rate	Casual penalty rate
Day	6:00 am to 6:00 pm Monday to Friday	Ordinary time (100%)	Ordinary time (125%)
Night	Midnight to 6:00 am and 6:00 pm to midnight – Monday to Friday	121.7%	146.7%
Permanent night	Where more than two thirds of the employee's ordinary shifts over the roster cycle include ordinary hours between midnight and 6:00 am.	130%	155%
Saturday	All hours on a Saturday	150%	175%
Sunday	All hours on a Sunday	200%	225%
Public holiday	All hours on a public holiday	250%	275%

See Schedule B for a summary of rates of pay including penalties.

Example 3 – Shift work and weekend work (Casual employee)

Rates updated as a result of AWR 2016

For example: Frank is a casual Level 1 employee. His casual hourly rate of pay is ~~\$23.69~~ \$24.28 per hour (~~\$18.95~~ \$19.42 hourly rate + 25% casual loading). He works a 5 hour shift on Friday, Saturday and Sunday each shift starting at 6.00 pm. Frank will:

- Work a total of 5 hours of ordinary time on night shift
- Work a total of 5 hours of ordinary time on a Saturday
- Work a total of 5 hours of ordinary time on a Sunday

Calculating ordinary time pay on night shift

Step 1: Multiply the hourly rate of pay by the casual loading plus night shift penalty = ~~\$18.95 x (100% + 25% + 21.7%) = \$18.95 x 146.7% = \$27.80~~
\$19.42 x (100% + 25% + 21.7%) = \$19.42 x 146.7% = \$28.49

Step 2: Multiply the night shift rate of pay by the number of ordinary hours worked on night shift = ~~\$27.80 x 5 = \$139.00~~ \$28.49 x 5 = \$142.45

Calculating ordinary time pay on Saturday

Step 3: Multiply the hourly rate of pay by the casual loading plus Saturday work penalty = ~~\$18.95 x (100% + 25% + 50%) = \$18.95 x 175% = \$33.16~~
\$19.42 x (100% + 25% + 50%) = \$19.42 x 175% = 33.99

Step 4: Multiply the Saturday work rate by the number of ordinary hours worked on Saturday = ~~\$33.16 x 5 = \$165.80~~ \$33.99 x 5 = \$169.95

Calculating ordinary time pay on Sunday

Step 5: Multiply the hourly rate of pay by the casual loading plus Sunday work penalty = ~~\$18.95 x (100% + 25% + 100%) = \$18.95 x 225% = \$42.64~~
\$19.42 x (100% + 25% + 100%) = \$19.42 x 225% = \$43.70

Step 6: Multiply the Sunday work rate by the number of ordinary hours worked on Sunday = ~~\$42.64 x 5 = \$213.20~~ \$43.70 x 5 = \$218.50

Calculating total pay

Step 7: Add the total night shift amount in Step 2, the total Saturday amount rate in Step 4, and the total Sunday work amount in Step 6 = ~~\$139.00 + \$165.80 + \$213.20 = \$518.00~~ \$142.45 + \$169.95 + \$218.50 = \$530.90

Frank is paid a total of ~~\$518.00~~ \$530.90 for the three shifts.

NOTE: Calculations in this example are based on the rounded hourly rates in Schedule B.

14. Overtime

14 amended in accordance with [PR584153](#).(14.4) inserted

14.1 An employee must not be required to work more than 14 hours in a 24 hour period (including paid and unpaid meal and rest breaks to which the employee is entitled under this award).

14.2 A part-time employee will be paid overtime rates for all time worked in excess of their hours as agreed under clause 6.4.

14.3 Overtime rates

Where a full-time, part-time or casual employee works overtime the employer must pay to the employee the overtime rates as follows:

For overtime worked on	Overtime rate
Monday to Saturday—first 2 hours	150%
Monday to Saturday—after 2 hours	200%
Sunday all day	200%
Public holiday all day	250%

See Schedule B for a summary of overtime rates.

14.4 Time off instead of payment for overtime

- (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 14.4.
- (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 14.4 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 14.4 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 14.4 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 14.4 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 14.4 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 14.4 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 14.4.

Example 4 – overtime Monday to Friday (full-time employee)

Rates updated as a result of AWR 2016

For example: Julie is a full-time Level 2 employee. Her hourly rate of pay is \$19.49 per hour. She normally works 7.6 hours per day (38 hours per week) Monday to Friday. On Tuesday she works 10.6 hours (3 extra hours).

Calculating ordinary time pay

Step 1: Multiply the hourly rate of pay by the number of ordinary hours worked = ~~\$19.49 x 7.6 = \$148.12~~ \$19.98 x 7.6 = \$151.85

Calculating overtime pay

Step 2: Find the overtime rate of pay by multiplying the hourly rate by the overtime penalty. For;

- the first 2 hours of overtime = ~~\$19.49 x 150% x 2 = \$58.48~~
\$19.98 x 150% x 2 = \$59.94
- Each hour thereafter of overtime = ~~\$19.49 x 200% = \$38.98~~
\$19.98 x 200% = \$39.96

Calculating total pay

Step 3: Add the total hourly rate in step 1, the overtime rates in step 2 = ~~\$148.12 + \$58.48 + \$38.98 = \$245.58~~ \$151.85 + \$59.94 + \$39.96 = \$251.75

Julie is paid ~~\$245.58~~ \$251.75 for the 10.6 hours worked on Tuesday

NOTE: Calculations in this example are based on the rounded hourly rates in Schedule B.

14.5 When calculating overtime each day’s work will stand alone, except where the overtime is continuous with overtime commenced on the previous day.

14.6 Call back

- (a) An employee required to return to work 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 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 14.6(a)(i), where 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 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.

Example 5 – Call back (full-time employee)

Rates updated as a result of AWR 2016 and correction made to calculation

For example: Jimmy is a full-time Level 3. His hourly rate of pay is ~~\$19.82~~ \$20.32. Jimmy finishes work at 5.00 pm but is requested to return to work at 9.00 pm for a security check. It takes him one hour to secure the premises however he is entitled to three hours pay at overtime rates (as this is outside ordinary hours).

Calculating overtime pay

Step 1: Find the overtime rate of pay by multiplying the hourly rate by the overtime penalty. For:

- The first 2 hours of overtime = $\$19.82 \times 150\% \times 2 = \59.46
 $\$20.32 \times 150\% \times 2 = \60.96
- Each hour thereafter of overtime = $\$19.82 \times 200\% \times 1.5 = \59.46
 $\$20.32 \times 200\% = \40.64

Jimmy is paid ~~\$118.92~~ ($\$59.46 + \59.46) \$101.60 ($\$60.96 + \40.64) for the 3 hour call back

NOTE: Calculations in this example are based on the rounded hourly rates in Schedule B.

Part 6—Leave, Public Holidays and other NES entitlements

15. Annual leave

15 amended in accordance with [PR583074](#). (15.5 substituted; 15.7 renumbered as 15.8; new 15.7 inserted; 15.9 inserted).

15.1 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.

15.2 amended in accordance with para [13] [\[2014\] FWCFB 3023](#)

15.2 Definition of shiftworker

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.

~~15.2 — Definition of shiftworker~~

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

- ~~(i) 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~~
- ~~(ii) who is regularly rostered to work on Sundays and public holidays.~~
- ~~(b) Where an employee is engaged for part of a 12 month period as a shiftworker, that employee must have their annual leave increased by half a day for each month the employee is continuously engaged as a seven day shiftworker.~~
- ~~(c) An employee engaged for only part of a month as a shiftworker will accrue leave for the part month proportionate to the leave prescribed in clause 15.2(b).~~

15.3 Taking annual leave

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

15.4 Annual close down

- (a) Where an employer intends temporarily to close (or reduce staff numbers) the place of employment (or a section of it) for the purpose of allowing annual leave to the employees concerned or a majority of them, the employer must give those employees at least 28 days' notice in writing. 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.
- (b) Where an employee has been given notice pursuant to clause 15.4(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.
- (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.

15.5 Annual leave in advance

- (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 15.5 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 15.5 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 15.5, 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.

15.6 Payment for annual leave

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

- (a) the amount the employee would have earned during the period of leave for working their normal hours, exclusive of overtime, had they not been on leave; or
- (b) the employee's ordinary time rate specified in clause 10.1, together with, where applicable, the supervision allowance, relieving officer's allowance and first aid allowance prescribed in clause 11.1(a) respectively, plus a loading of 17.5%.

Note inserted in accordance with para [94] [\[2015\] FWCFB 4658](#)

NOTE: Where an employee is receiving overaward payments such that the employee's base rate of pay is higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see ss.16 and 90 of the Act).

15.7 Electronic funds transfer (EFT) payment of annual leave

Despite anything else in clause 15, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave.

15.8 Payment of accrued annual leave on termination

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 the amount calculated in accordance with clause 15.6(a). The employer must also pay to the employee a loading of 17.5% in accordance with clause 15.6(b) unless the employee has been dismissed for misconduct.

15.9 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 15.9.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 15.9.
- (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 15.9 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 15.9 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 15.9 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 15.9.

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 15.9.

Note 3: An example of the type of agreement required by clause 15.9 is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G.

16. Personal/carer's leave and compassionate leave

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

17. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the NES.

18. Public holidays

18.1 Public holidays are provided for in the NES.

18.2 Where an employee works on a public holiday they will be paid in accordance with clause 13.

18.3 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.

18.4 Part-day public holidays

18.4 inserted on 1 September 2016

For provisions relating to part-day public holidays see Schedule D—2016 Part-day Public Holidays.

19. Community service leave

Community service leave is provided for in the NES.

20. Termination of employment

20.1 Notice of termination is provided for in the NES.

20.2 Notice of termination by an employee

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

20.3 Job search entitlement

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

21. Redundancy

21.1 Redundancy pay is provided for in the NES.

21.2 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 if the employment had been terminated and the employer may, at the employer's option, make payment instead. The payment will be 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.

21.3 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.

21.4 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 20.3.

21.5 Change of contract

- (a) This clause applies in addition to clause 22—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.

Part 7—Consultation and Dispute Resolution

22. Consultation

22.1 Consultation regarding major workplace change

(a) **Employers to notify**

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

(b) **Employers to discuss change**

- (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 22.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 22.1(a).
- (iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

22.2 Consultation about changes to rosters or hours of work

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

22.3 Consultation regarding change of contract

In addition to clause 22—Consultation, where a decision is made by an employer to relinquish a security contract, or a decision is made by a principal that is likely to bring about a change of contract, the following will apply:

- (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 notification to employees must be in writing, containing options (if any) for suitable alternative employment for employees with the employer in the event that the contract is terminated. The employer must notify those employees who are to be offered suitable alternative employment, identify the site, the hours of work and the rates of pay proposed. The employer must provide to the successful tenderer a list of employees who have given permission for their details to be so provided and who wish to be considered for employment by the incoming contractor.
- (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.

23. Dispute resolution

- 23.1** In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 23.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 23.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 23.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 23.4** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 23.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 23.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

Schedule A—Classification Definitions

A.1 Security Officer Level 1

A.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.

A.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.

A.2 Security Officer Level 2

A.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.

A.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.

A.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.

A.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.

A.3 Security Officer Level 3

A.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.

A.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.

A.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.

A.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.

A.4 Security Officer Level 4

A.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.

A.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.

A.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.

A.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.

A.5 Security Officer Level 5

A.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.

A.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.

A.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.

A.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 B—Summary of Hourly Award Rates of Pay

Rates updated as a result of AWR 2016

NOTE: Employers who meet their obligations under this schedule are meeting their obligations under the award.

B.1 Full-time and part-time employees—ordinary and penalty rates

B.1 amended in accordance with para [43] [\[2015\] FWCFB 4658](#)

	Day	Night	Permanent Night	Saturday	Sunday	Public holiday
% of ordinary <u>minimum</u> hourly rate						
	100%	121.7%	130%	150%	200%	250%
	\$	\$	\$	\$	\$	\$
Security Officer Level 1	19.89	24.21	25.86	29.84	39.78	49.73
Security Officer Level 2	20.46	24.90	26.60	30.69	40.92	51.15
Security Officer Level 3	20.81	25.33	27.05	31.22	41.62	52.03
Security Officer Level 4	21.15	25.74	27.50	31.73	42.30	52.88
Security Officer Level 5	21.84	26.58	28.39	32.76	43.68	54.60

B.2 Full-time and part-time employees—overtime rates

B.2 amended in accordance with para [43] [\[2015\] FWCFB 4658](#)

	Weekday – first 2 hours	Weekday – after 2 hours	Saturday – first 2 hours	Saturday – after 2 hours	Sunday – all day	Public holiday – all day
% of ordinary <u>minimum</u> hourly rate						
	150%	200%	150%	200%	200%	250%
	\$	\$	\$	\$	\$	\$
Security Officer Level 1	29.84	39.78	29.84	39.78	39.78	49.73
Security Officer Level 2	30.69	40.92	30.69	40.92	40.92	51.15
Security Officer Level 3	31.22	41.62	31.22	41.62	41.62	52.03
Security Officer Level 4	31.73	42.30	31.73	42.30	42.30	52.88
Security Officer Level 5	32.76	43.68	32.76	43.68	43.68	54.60

B.3 Casual employees—ordinary and penalty rates

B.3 amended in accordance with para [43] [\[2015\] FWCFB 4658](#)

	Day	Night	Permanent Night ¹	Saturday	Sunday	Public holiday
% of ordinary minimum hourly rate						
	125%	146.7%	155%	175%	225%	275%
	\$	\$	\$	\$	\$	\$
Security Officer Level 1	24.86	29.18	30.83	34.81	44.75	54.70
Security Officer Level 2	25.58	30.01	31.71	35.81	46.04	56.27
Security Officer Level 3	26.01	30.53	32.26	36.42	46.82	57.23
Security Officer Level 4	26.44	31.03	32.78	37.01	47.59	58.16
Security Officer Level 5	27.30	32.04	33.85	38.22	49.14	60.06

¹**Permanent night shift** means where the employee works more than two thirds of their ordinary hours over the roster cycle between midnight and 6:00 am

B.4 Casual employees—overtime rates

Schedule C—National Training Wage

Rates updated as a result of AWR 2016

This schedule is being reviewed in matter [AM2016/17](#)

C.1 Title

This is the *National Training Wage Schedule*.

C.2 Definitions

In this schedule:

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

approved training means the training specified in the training contract

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

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

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

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

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

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

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

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

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

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

Tasmania: *Vocational Education and Training Act 1994*;

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

Western Australia: *Vocational Education and Training Act 1996*

trainee is an employee undertaking a traineeship under a training contract

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

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

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

year 10 includes any year before Year 10

C.3 Coverage

- C.3.1** Subject to clauses C.3.2 to C.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by clause C.7 to this schedule or by clause C.5.4 of this schedule.
- C.3.2** This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in clause C.7 to this schedule.
- C.3.3** This schedule does not apply to:
- (a) the apprenticeship system;
 - (b) qualifications not identified in training packages; or
 - (c) qualifications in training packages which are not identified as appropriate for a traineeship.
- C.3.4** This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.
- C.3.5** Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.
- C.3.6** At the conclusion of the traineeship, this schedule ceases to apply to the employee.

C.4 Types of Traineeship

The following types of traineeship are available under this schedule:

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

C.5 Minimum Wages

C.5.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to clause C.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause C.7.1 are:

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

(b) Wage Level B

Subject to clause C.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause C.7.2 are:

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

(c) Wage Level C

Subject to clause C.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause C.7.3 are:

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

(d) AQF Certificate Level IV traineeships

(i) Subject to clause C.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

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

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

C.5.2 Minimum wages for part-time traineeships

(a) Wage Level A

Subject to clauses C.5.2(f) and C.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause C.7.1 are:

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

(b) Wage Level B

Subject to clauses C.5.2(f) and C.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause C.7.2 are:

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

(c) Wage Level C

Subject to clauses C.5.2(f) and C.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause C.7.3 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.94	10.96	12.70
Plus 1 year out of school	10.96	12.70	14.28
Plus 2 years out of school	12.70	14.28	15.95
Plus 3 years out of school	14.28	15.95	17.78
Plus 4 years out of school	15.95	17.78	

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

(d) School-based traineeships

Subject to clauses C.5.2(f) and C.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by clause C.7 are as follows when the trainee works ordinary hours:

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

(e) AQF Certificate Level IV traineeships

- (i) Subject to clauses C.5.2(f) and C.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clauses C.5.2(f) and C.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

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

(f) Calculating the actual minimum wage

- (i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses C.5.2(a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.
- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or

at TAFE, the relevant minimum wage in clauses C.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.

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

C.5.3 Other minimum wage provisions

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

C.5.4 Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by clause C.7 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

C.6 Employment conditions

C.6.1 A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.

C.6.2 A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.

C.6.3 Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.

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

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

C.7 Allocation of Traineeships to Wage Levels

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

C.7.1 Wage Level A

Training package	AQF certificate level
Aeroskills	II
Aviation	I, II, III
Beauty	III
Business Services	I, II, III
Chemical, Hydrocarbons and Refining	I, II, III
Civil Construction	III
Coal Training Package	II, III
Community Services	II, III
Construction, Plumbing and Services Integrated Framework	I, II, III
Correctional Services	II, III
Drilling	II, III
Electricity Supply Industry—Generation Sector	II, III (III in Western Australia only)
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I, II, III (III in Western Australia only)
Financial Services	I, II, III
Floristry	III
Food Processing Industry	III
Gas Industry	III
Information and Communications Technology	I, II, III
Laboratory Operations	II, III
Local Government (other than Operational Works Cert I and II)	I, II, III
Manufactured Mineral Products	III
Manufacturing	I, II, III
Maritime	I, II, III
Metal and Engineering (Technical)	II, III
Metalliferous Mining	II, III
Museum, Library and Library/Information Services	II, III
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II, III

Training package	AQF certificate level
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II, III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I, II, III
Training and Assessment	III
Transport and Distribution	III
Water Industry (Utilities)	III

C.7.2 Wage Level B

Training package	AQF certificate level
Animal Care and Management	I, II, III
Asset Maintenance	I, II, III
Australian Meat Industry	I, II, III
Automotive Industry Manufacturing	II, III
Automotive Industry Retail, Service and Repair	I, II, III
Beauty	II
Caravan Industry	II, III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I, II, III
Extractive Industries	II, III
Fitness Industry	III
Floristry	II
Food Processing Industry	I, II
Forest and Forest Products Industry	I, II, III
Furnishing	I, II, III
Gas Industry	I, II
Health	II, III
Local Government (Operational Works)	I, II
Manufactured Mineral Products	I, II
Metal and Engineering (Production)	II, III
Outdoor Recreation Industry	I, II, III
Plastics, Rubber and Cablemaking	II
Printing and Graphic Arts	II, III
Property Services	I, II, III

Training package	AQF certificate level
Public Safety	I, II
Pulp and Paper Manufacturing Industries	I, II
Retail Services	I, II
Screen and Media	I, II, III
Sport Industry	II, III
Sugar Milling	I, II, III
Textiles, Clothing and Footwear	I, II
Transport and Logistics	I, II
Visual Arts, Craft and Design	I, II, III
Water Industry	I, II

C.7.3 Wage Level C

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

Schedule D—2016 Part-day Public Holidays

This provision is being reviewed in [AM2014/301](#)

Schedule D amended in accordance with [PR580863](#)

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

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

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

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

DRAFT

Schedule E—Definitions

In this award, unless the contrary intention appears:

Act means the *Fair Work 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)

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.

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.

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

employee means national system employee within the meaning of the Act

employer means national system employer within the meaning of the Act

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

Definition inserted in accordance with para 60 [\[2015\] FWCFB 620](#)

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

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

NES means the National Employment Standards as contained in [ss.59 to 131](#) of the Act

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

standard rate means the minimum weekly wage for a Security Officer Level 3 in clause 10—Minimum wages

DRAFT

Schedule F—Agreement to Take Annual Leave in Advance

Schedule F—Agreement to Take Annual Leave in Advance inserted in accordance with [PR583074](#).

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

Schedule G—Agreement to Cash Out Annual Leave inserted in accordance with [PR583074](#).

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

Schedule H— Agreement for time off instead of payment for overtime inserted in accordance with [PR584153](#).

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___