

Security Services Industry Award 2010

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Part 1—Application and Operation of Award

1. Title

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

2. Commencement date

This award commences on 1 January 2010.

3. Definitions and interpretation

3.1 In this award, unless the contrary intention appears:

Act means the *Workplace Relations Act 1996* (Cth)

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)

Commission means the Australian Industrial Relations Commission or its successor

employee has the meaning in the Act

employer has the meaning in the Act

enterprise award has the meaning in the Act

NAPSA means notional agreement preserving a State award and has the meaning in the Act

NES means National Employment Standards

ordinary pay is defined in clauses 24.8 and 24.9

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

shiftworker is defined in clause 24.2

standard rate means the minimum wage for a Security Officer Level 3 in clause 14.1

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

4. Coverage

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

- 4.2** To avoid doubt, the security services industry includes:
- (a) patrolling, protecting, screening, watching or guarding any people and/or property, including cash or other valuables, by physical means (which may involve the use of patrol dogs or the possession or use of a firearm) or by electronic means;
 - (b) crowd, event or venue control whether through physical or electronic means;
 - (c) body guarding or close personal protection;
 - (d) the operation of a security control room or monitoring centre;
 - (e) loss prevention; and
 - (f) traffic control when it is incidental to, or associated with, the activities referred to in clause 4.2(a), (b) or (c).
- 4.3** To avoid doubt, this award does not apply to an employer merely because that employer, as an incidental part of a business that is covered by another modern award, has employees who perform functions referred to in clause 4.2.
- 4.4** This award does not cover an employer in respect of:
- (a) any cash-in-transit portion of the employer's business;
 - (b) the operation of prisons, correctional or other detention facilities;
 - (c) the installation, maintenance or repair of electronic alarm and/or monitoring systems;
or
 - (d) the installation, maintenance, repair or replenishing of ATMs.
- 4.5** To avoid doubt, the exclusion in clause 4.4(a) is not intended to exclude an employer from coverage of this award in respect of an employee merely because the employee collects, transports and/or delivers cash or valuables as a minor or incidental part of the employee's duties.
- 4.6** The award does not cover an employee excluded from award coverage by the Act.
- 4.7** The award does not cover an employer bound by an enterprise award with respect to any employee who is covered by the enterprise award.
- 4.8** Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

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

5. Access to the award and the National Employment Standards

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

6. The National Employment Standards and this award

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

7. Award flexibility

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

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

7.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.

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

- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
- (b) not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment.

7.4 For the purposes of clause 7.3(b) the agreement will be taken not to disadvantage the individual employee in relation to the individual employee's terms and conditions of employment if:

- (a) the agreement does not result, on balance, in a reduction in the overall terms and conditions of employment of the individual employee under this award and any applicable agreement made under the Act, as those instruments applied as at the date the agreement commences to operate; and
- (b) the agreement does not result in a reduction in the terms and conditions of employment of the individual employee under any other relevant laws of the Commonwealth or any relevant laws of a State or Territory.

7.5 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 does not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment; and
- (e) state the date the agreement commences to operate.

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

7.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure that the employee understands the proposal.

7.8 The agreement may be terminated:

- (a) by the employer or the individual employee giving four 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.

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

Part 2—Consultation and Dispute Resolution

8. Consultation regarding major workplace change

8.1 Employers to notify

- (a) 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.
- (b) **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.

8.2 Employers to discuss change

- (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1, 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.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1.
- (c) 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.

9. Dispute resolution

- 9.1** In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 9.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to the Commission.
- 9.3** The parties may agree on the process to be utilised by the Commission including mediation, conciliation and consent arbitration.
- 9.4** Where the matter in dispute remains unresolved, the Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 9.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 9.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

Part 3—Types of Employment and Termination of Employment

10. Types of employment

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

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

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

10.3 Full-time employees

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

10.4 Part-time employees

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

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

10.5 Casual employees

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

- (b) **Casual loading**

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

10.6 Licensing

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

11. Termination of employment

11.1 Notice of termination is provided for in the NES.

11.2 Notice of termination by an employee

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

11.3 Job search entitlement

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

12. Redundancy

12.1 Redundancy pay is provided for in the NES.

12.2 Transfer to lower paid duties

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

12.3 Employee leaving during notice period

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

12.4 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 11.3.

12.5 Transitional provisions

- (a) Subject to clause 12.5(b), an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with the terms of a NAPSA:
 - (i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under the Act had applied to the employee; and
 - (ii) that would have entitled the employee to redundancy pay in excess of the employee's entitlement to redundancy pay, if any, under the NES.
- (b) The employee's entitlement to redundancy pay under the NAPSA is limited to the amount of redundancy pay which exceeds the employee's entitlement to redundancy pay, if any, under the NES.
- (c) This clause does not operate to diminish an employee's entitlement to redundancy pay under any other instrument.
- (d) This clause ceases to operate on 31 December 2014.

Part 4—Minimum Wages and Related Matters

13. Classifications

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

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

14. Minimum wages

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

Employee Classification	Minimum weekly rate
	\$
Security Officer Level 1	614.40
Security Officer Level 2	632.70
Security Officer Level 3	644.00
Security Officer Level 4	655.20
Security Officer Level 5	677.05

14.2 Supported wage system

See Schedule B

14.3 National training wage

See Schedule C

15. Allowances

15.1 Allowance rates

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

(a) Wage related allowances

Allowance	Payable	% of standard rate
First aid	per shift	0.68
	maximum per week	3.38

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

(b) Expense-related allowances

Allowance	Payable	Rate
Meal	if required to work more than 1 hour beyond end of shift without notice	\$12.80
Vehicle:		
	if employee is required to use their own vehicle	
motor vehicle		74 cents per km
motor cycle		25 cents per km

15.2 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

15.3 Meal allowance

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

15.4 First aid allowance

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

15.5 Firearm allowance

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

15.6 Broken shift allowance

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

15.7 Supervision allowance

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

15.8 Relieving Officer allowance

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

15.9 Vehicle allowance

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

15.10 Aviation allowance

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

15.11 Other matters

(a) Torch

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

(b) Uniform

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

16. District allowances

16.1 Northern Territory

An employee in the Northern Territory is entitled to payment of a district allowance in accordance with the terms of an award made under the *Workplace Relations Act 1996* (Cth):

- (a) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under that Act had applied to the employee; and
- (b) that would have entitled the employee to payment of a district allowance.

16.2 Western Australia

An employee in Western Australia is entitled to payment of a district allowance in accordance with the terms of a NAPSA or an award made under *Workplace Relations Act 1996* (Cth):

- (a) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under that Act had applied to the employee; and
- (b) that would have entitled the employee to payment of a district allowance.
- (c) This clause ceases to operate on 31 December 2014.

17. Accident pay

17.1 Subject to clause 17.2, an employee is entitled to accident pay in accordance with the terms of:

- (a) a NAPSA that would have applied to the employee immediately prior to 1 January 2010 or an award made under the *Workplace Relations Act 1996* (Cth) that would have applied to the employee immediately prior to 27 March 2006, if the employee had at that time been in their current circumstances of employment and no agreement made under the *Workplace Relations Act 1996* (Cth) had applied to the employee; and
- (b) that would have entitled the employee to accident pay in excess of the employee's entitlement to accident pay, if any, under any other instrument.

17.2 The employee's entitlement to accident pay under the NAPSA or award is limited to the amount of accident pay which exceeds the employee's entitlement to accident pay, if any, under any other instrument.

17.3 This clause does not operate to diminish an employee's entitlement to accident pay under any other instrument.

17.4 This clause ceases to operate on 31 December 2014.

18. Mixed functions

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

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

19. Payment of wages

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

20. Superannuation

20.1 Superannuation legislation

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

20.2 Employer contributions

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

20.3 Voluntary employee contributions

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

20.4 Superannuation fund

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

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

20.5 Absence from work

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

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

Part 5—Hours of Work and Related Matters

21. Ordinary hours of work and rostering

21.1 Ordinary hours and roster cycles

- (a) The ordinary hours of work are 38 hours per week or, where the employer chooses to operate a roster, an average of 38 hours per week to be worked on one of the following bases at the discretion of the employer:
 - (i) 76 hours within a roster cycle not exceeding 2 weeks;
 - (ii) 114 hours within a roster cycle not exceeding 3 weeks;
 - (iii) 152 hours within a roster cycle not exceeding 4 weeks; or
 - (iv) 304 hours within a roster cycle not exceeding 8 weeks.
- (b) The following time is ordinary working time for the purposes of this clause and must be paid for as such:

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

21.2 Shift duration

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

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

21.3 Break between successive shifts

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

21.4 Long breaks

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

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

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

21.5 Call back

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

time.

21.6 Meal and crib breaks

(a) Meal breaks

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

(b) Crib breaks

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

21.7 Broken shifts

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

21.8 Shift start/end times

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

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

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

21.9 Rostered days off

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

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

- (b) Where any rostered day off prescribed by clause 21.9(a) above falls on a public holiday, the next working day will be taken in substitution for the rostered day off unless an alternative day in that four week cycle or the next is agreed in writing between the employer and the employee.
- (c) Where agreement has been reached between the employee and employer, up to 10 rostered days off may be banked and taken at an agreed time.
- (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 section 48 of the NES will not be paid for such rostered day off.

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

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

21.11 Notice of rosters

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

21.12 Display of roster and notice of change of roster

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

22. Penalty rates

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

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

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

22.3 Penalty rates

Penalty rates apply to ordinary hours worked as follows:

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

23. Overtime

23.1 Reasonable overtime is provided for in the NES.

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

23.3 Overtime rates

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

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

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

23.5 Minimum break following overtime

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

Part 6—Leave and Public Holidays

24. Annual leave

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

24.2 Definition of shiftworker

- (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 with 12 months' continuous service is engaged for part of the 12 monthly 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.

24.3 Taking annual leave

Annual leave is to be taken within two years of the entitlement accruing. For the purpose of ensuring accrued annual leave is taken within that period, or because of a temporary or seasonal slowdown in the employer's business, and in the absence of agreement as provided for in section 33 of the NES, an employer may require an employee to take a period of annual leave from a particular date provided the employee is given at least 28 days notice.

24.4 Payment for annual leave

Before the start of the employee's annual leave the employer must pay the employee:

- (a) instead of the base rate of pay referred to in section 35(1) of the NES, the amount the employee would have earned for working their normal hours, exclusive of overtime, had they not been on leave; and
- (b) an additional loading of 17.5% of the minimum rate prescribed in clause 14.1.

24.5 Leave allowed before due date

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

24.6 Annual close down

- (a) Where an employer intends temporarily to close (or reduce to nucleus) the place of employment or a section of it for the purpose, amongst others, of allowing annual leave to the employees concerned or a majority of them, the employer must give those employees one month's notice in writing of an intention to apply the provisions of this clause. In the case of any employee engaged after notice has been given, notice must be given to that employee on the date of their engagement.
- (b) Any employee who has accrued annual leave at the date of closing must:
 - (i) be given annual leave commencing from the date of closing; and
 - (ii) be paid 1/12th of their ordinary pay for any period of employment between accrual of the employee's right to the annual leave and the date of closing.

- (c) Any employee who has no accrued annual leave at the date of closing must:
 - (i) be given leave without pay as from the date of closing; and
 - (ii) be paid for any public holiday during such leave for which the employee is entitled to payment.

24.7 Payment of accrued annual leave on termination

Where an employee is entitled to a payment on termination of employment as provided in section 35(2) of the NES, the employer must also pay to the employee an amount calculated in accordance with clause 24.4(a). The employer must also pay to the employee a loading of 17.5% in accordance with clause 24.4(b) unless the employee has been dismissed for misconduct.

24.8 In relation to any employee ordinary pay means:

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

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

- (a) where no ordinary time rate of pay is fixed for an employee's work under the terms of employment, the ordinary time rate of pay is deemed to be the average weekly rate earned during the period in respect of which the right to the annual leave accrues;
- (b) where no normal weekly number of hours is fixed for an employee under the terms of employment, the normal weekly number of hours of work is deemed to be the average weekly number of hours worked during the period in respect of which the right to the annual leave accrues;
- (c) the cash value of any board or lodging provided for an employee is deemed to be its cash value as fixed by or under the terms of the employee's employment or, if it is not so fixed, must be computed at the rate of \$2.00 a week for board and \$1.00 a week for lodging; and
- (d) the value of any board or lodging or the amount of any payment in respect of board or lodging must not be included in any case where it is provided or paid for not as part of the ordinary pay but because:
 - (i) the work done by the employee is in such a locality as to necessitate their sleeping elsewhere than at their genuine place of residence; or
 - (ii) because of any other special circumstances.
- (e) **Week** in relation to any employee means the employee's ordinary working week.

25. Personal/carer's leave and compassionate leave

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

26. Public holidays

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

26.2 Substitution of public holidays by agreement

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

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

27. Community service leave

Community service leave is provided for in of the NES

Schedule A—Classifications

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; and
- (f) provide safety induction to employees, contractors or visitors to the site.

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; 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;
- (d) is responsible for assuring the quality of their own work; and

(e) 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:

- (f) 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;
- (g) 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;
- (h) patrol in a vehicle two or more separate establishments or sites, including where more than one site held by the same business is patrolled;
- (i) 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;
- (j) monitor and act upon walk-through electromagnetic detectors; and/or monitor, interpret and act upon screen images using x-ray imaging equipment;
- (k) operate a public weigh-bridge;
- (l) record and/or report security incidents or matters on a computer based system; and
- (m) control a dog used to assist the security officer to carry out the duties of watching, guarding or protecting persons, premises or property.

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.

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 coordinating, monitoring or recording of the activities of security officers utilising a verbal or computer based communications system within a central station.

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 coordinating, 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.

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.