

The Security Services Industry Award 20XX—plain language exposure draft was last published on 13 February 2019. Changes are as follows:

Publication date	Amendments	Clauses affected
13 February 2019	Clause 2—Definitions, ‘relieving officer’ updated in accordance with transcript of 16 August 2018, PN45 Table 8 added to Definitions	2
	New clause 6A—Requests for flexible working arrangements (provisionally numbered) inserted in accordance with PR701410	6A
	Clause 11—Casual employment, amended to insert clause 11.3 (right to request casual conversion) in accordance with PR700611	11.3
	Clause 14—Breaks, amended to remove clause 14.4 in accordance with [2018] FWCFB 6755 at [10] (item 30)	14
	Clause 17—Payment of wages, new payment on termination of employment clause in accordance with PR610049 Note inserted in accordance with [2015] FWCFB 4658 at [57].	16, 16.4
	Clause 23—Annual leave updated in accordance with transcript of 16 August 2018, PN56	21.4(e)
	Clause 23—Annual leave amended in accordance with PR588729	21.7
	Clause 23—Annual leave, amended to insert clause 23.10 (payment of accrued annual leave on termination) in accordance with [2018] FWCFB 6755 at [40]	21.3, 21.10
	New clause 28—Leave to deal with family and domestic violence in accordance with PR609333	28
	Renumbered clause 33—Termination of employment inserted in accordance with [2018] FWCFB 4177 & [2018] FWCFB 4704	31
	Clauses 34—36 Redundancy provisions structure is subject to further consideration by the Full Bench in accordance with [2018] FWCFB 6439	31.1
	Renumbered clause 35—Exclusion from obligation to pay redundancy pay amended to reflect the cross-reference in the current award	1
	Schedule D—Supported Wage System content incorporated	
	Schedule G—Part-day Public Holidays updated in accordance with PR701683	Schedule G
Exposure Draft		

Plain language exposure draft—Security Services Industry Award 20XX

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Publication date	Amendments	Clauses affected
29 January 2020	Incorporating changes resulting from [2015] FWCFB 4658 at [57]	17
	Incorporating changes resulting from [2019] FWCFB 1333 at [35]	1.3 (deleted), 1.4 (deleted)
	Incorporating changes resulting from AWR 2018–19 Decision [2019] FWCFB 3500 , PR707426 , PR707622 .	15, 17, Schedule B, Schedule C
	Administrative changes made by Modern Awards team to the document structure, Part and clause titles, and clause content in accordance with [2019] FWCFB 5409 at [6] and Attachment A	1.3, 7, 9, 10, 11, 13, 15, 25, 26, Schedule C
	Incorporating changes resulting from [2019] FWCFB 5144	25
	Incorporating changes resulting from [2019] FWCFB 5145 , PR712228	7, 26, Schedule G
	Incorporating changes resulting from [2019] FWCFB 5409 , PR711480 .	32
	Incorporating changes resulting from [2019] FWCFB 5409	19, 20
	Incorporating changes resulting from [2019] FWCFB 6861 .	11.2(a)
	Incorporating changes resulting from with [2019] FWCFB 6935	2, 21.4(e)
	Incorporating changes resulting from with [2019] FWCFB 7173	Schedule B
	Incorporates changes resulting from [2019] FWCFB 8398	4
	Incorporating changes resulting from [2019] FWCFB 8491 , PR715162	Schedule G
	Administrative changes made by Modern Awards team to incorporate previous A clauses into the numbering of the exposure draft	6
Administrative changes made by Modern Awards team	C.1.1	

PLAIN LANGUAGE EXPOSURE DRAFT

Security Services Industry Award 20XX

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 8 September 2017 and incorporates award updates up to **19 December 2019**. This exposure draft does not seek to amend any entitlements under the Security award. Instead, it has been prepared to address some of the structural issues identified in modern awards and to apply plain language drafting principles and techniques to award-specific provisions.

The review of this award in accordance with section 156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/89 and AM2016/15](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Some transitional provisions have been deleted as a result of decisions made during 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 of this Award

1. Title and commencement

Clause 1.3 moved from clause 5 as a result of re-structure [\[2019\] FWCFB 5409](#) at [6].

Previous clause 1.3 and clause 1.4 deleted in accordance with [\[2019\] FWCFB 1333](#) at [35].

- 1.1** This is the *Security Services Industry Award 20XX*.
- 1.2** This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- ~~**1.3** A variation to this award made by the Fair Work Commission does not affect any right, privilege, obligation or liability acquired, accrued or incurred under this award as in force before that variation.~~
- ~~**1.3** 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 this award.~~
- ~~**1.4** 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. Definitions

Clause 2 ‘monitoring centre’ definition amended in accordance with [\[2019\] FWCFB 6935](#) at [62].

In this award:

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 at any level.

broken shift, see clause 13.3(h).

cash-in-transit is the transport, delivery and receipt of valuables (including cash, bullion, jewels, securities and other financial instruments) and includes:

- (a) the movement of valuables in a vehicle (usually an armoured vehicle) on behalf of other persons for reward; and
- (b) the replenishing of automatic teller machines (ATMs).

change of contract, in relation to an employee, means the ending of a contract with an employer to perform security services work and the starting of a new contract with a different employer to perform similar work at the same location.

crowd controller means a person employed mainly to maintain order at any public place, including licensed venues and events, by doing one or more of the following:

- (a) screening entry into the place (other than by merely securing or checking that persons have paid for admission or have invitations or passes allowing for admission); or
- (b) monitoring or controlling behaviour in the place; or
- (c) removing any person from the place; or
- (d) otherwise maintaining order in the place.

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

employee means a national system employee as defined by section 13 of the [Act](#).

employer means a national system employer as defined by section 14 of the [Act](#).

enterprise instrument has the meaning given by subitem 2(1) of Schedule 6 to the [Fair Work \(Transitional Provisions and Consequential Amendments\) Act 2009](#) (Cth).

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

Fair Work Regulations means the *Fair Work Regulations 2009* (Cth).

first response means a Security Officer who, on arriving early to a significant incident or matter, assumes immediate responsibility for managing the incident or matter until appropriate specialised personnel arrive.

monitoring centre means a facility that remotely monitors intruder alarm systems (in compliance with AS 2201.2, *Intruder alarm systems, Part 2: Monitoring centres*) from sites that are not co-located with the facility and provides specific responses that do not require any employee working at the centre to physically attend the location of any alarm.

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

National Employment Standards, see Part 2-2 of the [Act](#). Divisions 3 to 12 of Part 2-2 of the [Act](#) constitute the **National Employment Standards**. An extract of section 61 of the [Act](#) is reproduced below.

The National Employment Standards are minimum standards applying to employment of employees. The minimum standards relate to the following matters:

- (a) maximum weekly hours (Division 3);

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- (b) requests for flexible working arrangements (Division 4);
- (c) parental leave and related entitlements (Division 5);
- (d) annual leave (Division 6);
- (e) personal/carer's leave and compassionate leave and unpaid family and domestic violence leave (Division 7);
- (f) community service leave (Division 8);
- (g) long service leave (Division 9);
- (h) public holidays (Division 10);
- (i) notice of termination and redundancy pay (Division 11);
- (j) Fair Work Information Statement (Division 12).

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

overtime rate, see clause 19.3.

relieving officer means an employee who, by agreement between the employer and employee, is appointed by the employer for the purpose of relieving another security officer at short notice.

security services industry, see clause 4.2.

standard rate means the minimum weekly rate for a Security Officer Level 3 in **Table 4—Minimum rates**.

State reference public sector modern award has the meaning given by subitem 3(2) of Schedule 6A to the [Fair Work \(Transitional Provisions and Consequential Amendments\) Act 2009 \(Cth\)](#).

State reference public sector transitional award has the meaning given by subitem 2(1) of Schedule 6A to the [Fair Work \(Transitional Provisions and Consequential Amendments\) Act 2009 \(Cth\)](#).

Table 1—Facilitative provisions means the Table in clause 7.2.

Table 2—Entitlements to rest break(s) means the Table in clause 14.2.

Table 3—Long breaks means the Table in clause 14.5(a).

Table 4—Minimum rates means the Table in clause 15.

Table 5—Overtime rates means the Table in clause 19.3(a).

Table 6—Call back means the Table in clause 19.5.

Table 7—Penalty rates means the Table in clause 20.2.

Table 8—Period of notice means the Table in clause 31.1(b).

3. The National Employment Standards and this award

- 3.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.
- 3.2 Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.
- 3.3 The employer must ensure that copies of this award and of the [NES](#) are available to all employees to whom they apply, either on a notice board conveniently located at or near the workplace or through accessible electronic means.

4. Coverage

Note at end of clause 4 amended in accordance with [\[2019\] FWCFB 8398](#) at [8].

- 4.1 This industry award covers, to the exclusion of any other modern award:
- (a) employers in the security services industry throughout Australia; and
 - (b) employees (with a classification defined in Schedule A—Classification Definitions) of employers mentioned in ~~paragraph (a)~~ clause 4.1(a).
- 4.2 For the purposes of clause 4.1, **security services industry** includes:
- (a) patrolling, protecting, screening, watching or guarding any people or property (including cash or other valuables):
 - (i) by physical means (which may involve the use of patrol dogs or the possession or use of a firearm); or
 - (ii) by electronic means; and
 - (b) crowd control, event control or venue control, whether by physical or electronic means; and
 - (c) the provision of bodyguard or close personal protection services; and
 - (d) the operation of a security control room or monitoring centre; and
 - (e) loss prevention; and
 - (f) traffic control that is incidental to, or associated with, the activities referred to in ~~paragraphs (a), (b) or (c)~~ clauses 4.2(a), 4.2(b) or 4.2(c).
- 4.3 An employer is not covered by this award merely because, as an incidental part of a business covered by another modern award, the employer has employees who perform functions mentioned in clause 4.2.
- 4.4 This industry award also covers:

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- (a) on-hire employees working in the security services industry (with a classification defined in Schedule A—Classification Definitions) and the on-hire employers of those employees; and
- (b) trainees employed by a group training employer and hosted by an employer covered by this award to work in the security services industry (with a classification defined in Schedule A—Classification Definitions) and the group training employers of those trainees.

4.5 However, this industry award does not cover any of the following:

- (a) employees excluded from award coverage by the [Act](#); or
NOTE: See section 143(7) of the [Act](#).
- (b) employees covered by a modern enterprise award or an enterprise instrument; or
- (c) employees covered by a State reference public sector modern award or a State reference public sector transitional award; or
- (d) employers of employees mentioned in ~~paragraph (b) or (c)~~ clause 4.5(b) or 4.5(c).

4.6 This industry award also does not cover an employer in respect of:

- (a) any cash-in-transit part of the employer's business; or
NOTE: See clause 4.7 for a limitation on the exclusion from coverage by ~~paragraph (a)~~ clause 4.6(a).
- (b) the operation of prisons or correctional or other detention facilities; or
- (c) the installation, maintenance or repair of electronic alarm or monitoring systems; or
- (d) the installation, maintenance, repair or replenishing of ATMs.

4.7 An employer is not excluded from coverage by this award in respect of an employee merely because the employee performs cash-in-transit duties as a minor or incidental part of their duties.

4.8 If an employer is covered by more than one award, an employee of the employer is covered by the award containing the classification that is most appropriate to the work performed by the employee and the industry in which they work.

NOTE: An employee working in the security services industry who is not covered by this industry award may be covered by an award with occupational coverage. For example, the *Clerks—Private Sector Award 20XX* may cover clerical employees of employers covered by this award.

~~5. Effect of variations made by the Fair Work Commission~~

5. Individual flexibility arrangements

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

- (a) in writing; and
 - (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 5.8** Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 5.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 5.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 5.11** An agreement may be terminated:
- (a) at any time, by written agreement between the employer and the employee; or
 - (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

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

- 5.12** An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 5.13** The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

6. Requests for flexible working arrangements

6.1 Employee may request change in working arrangements

Clause 6 applies where an employee has made a request for a change in working arrangements under section 65 of the [Act](#).

NOTE 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in section 65(1A). Clause 6 supplements or deals with matters incidental to the [NES](#) provisions.

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

NOTE 3: Clause 6 is an addition to section 65.

6.2 Responding to the request

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

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

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

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

6.3 What the written response must include if the employer refuses the request

- (a) Clause 6.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.2.
- (b) The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If the employer and employee could not agree on a change in working arrangements under clause 6.2, then the written response under section 65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
 - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

6.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 6.2 on a change in working arrangements that differs from that initially requested by the employee, then the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

6.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 6, can be dealt with under clause 30—Dispute resolution.

7. Facilitative provisions

Clause 7.2 amended in accordance with [\[2019\] FWCFB 5145](#) at [50]. Consequential amendment as a result of [PR712228](#).

7.1 This award contains facilitative provisions which allow agreement between an employer and an individual employee, or the majority of employees, on how specific award provisions are to apply at the workplace.

7.2 The following clauses have facilitative provisions:

Table 1—Facilitative provisions

Clause	Provision	Agreement between an employer and:
13.3(c)	Ordinary hours of work and rostering—shift duration	the majority of employees
13.7(a)	Rostered days off	the majority of employees
13.7(b)	Moving rostered day off	an individual employee
19.4	Time off instead of payment for overtime	an individual employee
21.8	Annual leave in advance	an individual employee
21.9	Cashing out of annual leave	an individual employee
26.2	Substitution of public holidays by agreement	the majority of employees <u>an individual employee</u>

Part 2—Types of Employment and Classifications

8. Types of employment

8.1 An employee covered by this award must be one of the following:

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

8.2 At the time of engaging an employee, an employer must inform the employee of the terms on which they are engaged, including whether they are engaged as a full-time, part-time or casual employee.

9. Full-time employees

An employee who is engaged to work 38 ordinary hours per week, or an average of 38 ordinary hours per week over a roster cycle of between 2 and 8 weeks, is a full-time employee.

10. Part-time employees

10.1 An employee who is engaged to work for fewer than 38 ordinary hours per week, or fewer than an average of 38 ordinary hours per week over a roster cycle of between 2 and 8 weeks, and whose hours of work are reasonably predictable, is a part-time employee.

10.2 An employer may employ part-time employees in any classification defined in Schedule A—Classification Definitions.

10.3 At the time of engaging a part-time employee, the employer and employee must agree in writing on a regular pattern of work.

10.4 If the agreement under clause 10.3 is that the employee will work on a roster, the agreement must specify at least the following:

- (a) the starting and finishing times for each shift; and
- (b) the days or part days on which the employee will not be rostered.

10.5 If the agreement under clause 10.3 is that an employee will work otherwise than on a roster, the agreement must specify all of the following:

- (a) the number of hours to be worked each day; and
- (b) the days of the week on which the employee will work; and
- (c) the times at which the employee will start and finish work each day.

10.6 Any variation agreed by the employer and the employee to the number of hours to be worked must be in writing.

10.7 A part-time employee must be paid in accordance with clause 15—Minimum rates for each ordinary hour worked.

11. Casual employees

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals.

Clause 11.2(a) amended in accordance with [2019] FWCFB 6861 at [4]

11.1 An employee is a casual employee if they are engaged as a casual employee.

11.2 Casual loading

- (a) An employer must pay a casual employee for each ~~ordinary~~ hour worked a loading of 25% in addition to the minimum hourly rate otherwise applicable under **Table 4—Minimum rates**.
- (b) The casual loading is paid in addition to any penalty rates for shift, weekend or public holiday work payable to full-time employees.

NOTE: The casual loading is payable instead of entitlements from which casuals are excluded by the terms of this award and the [NES](#). See Part 2-2 of the [Act](#).

11.3 Right to request casual conversion

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under clause 11.3 must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award—that is, the casual employee is not truly a regular casual employee as defined in ~~paragraph (b)~~[clause](#) 11.3(b);

- (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
 - (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made.
 - (j) If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 30—Dispute resolution. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
 - (k) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in clause 11.3, the employer and employee must discuss and record in writing:
 - (i) the form of employment to which the employee will convert—that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clauses 10.3, 10.4 and 10.5 (Part-time employment).
 - (l) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
 - (m) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
 - (n) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under clause 11.3.
 - (o) Nothing in clause 11.3 obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.

- (p) Nothing in clause 11.3 requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (q) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of clause 11.3 within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of clause 11.3 by 1 January 2019.
- (r) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in clause 11.3(q).

12. Classifications

12.1 An employer must classify an employee covered by this award in accordance with Schedule A—Classification Definitions.

12.2 An employee must perform all duties that are incidental to their work and within their level of skill, competence and training, irrespective of their classification.

NOTE: The minimum rates applicable to the classifications in this award are in **Table 4—Minimum rates**.

12.3 Licensing

- (a) Clause 12.3 applies where relevant State or Territory legislation requires persons who perform work falling within a classification in Schedule A—Classification Definitions to be licensed.
- (b) The employer must ensure that an employee holds the appropriate licence for their classification or the work the employee is required to perform.
- (c) An employee does not lose any entitlements under this award merely because the employee does not hold an appropriate licence.
- (d) ~~Paragraph (e)~~ Clause 12.3(e) applies to an employee who cannot perform work within a classification in Schedule A—Classification Definitions because a licence that they are required to hold to perform that work has expired or been revoked, suspended or refused by the appropriate licensing authority.
- (e) The employer may stand the employee down from work without pay for 2 weeks or any other period that may be agreed between them in order to resolve the licensing issue.

Part 3—Hours of Work

13. Ordinary hours of work and rostering arrangements

NOTE: A full time employee must work 38 ordinary hours per week or an average of 38 ordinary hours per week over a roster cycle of between 2 and 8 weeks. See clause 9—Full-time employees.

13.1 If the employer chooses to operate a roster, the average of 38 ordinary hours per week required for full-time employment may be worked in any of the following ways at the discretion of the employer:

- (a) 76 hours over a roster cycle of up to 2 weeks; or
- (b) 114 hours over a roster cycle of up to 3 weeks; or
- (c) 152 hours over a roster cycle of up to 4 weeks; or
- (d) 304 hours over a roster cycle of up to 8 weeks.

13.2 For the purposes of clause 13 the following time is ordinary working time and must be paid for as such:

- (a) rest breaks mentioned in clause 14.2 (Breaks); and
- (b) time spent filling in any time record or in making any other record (other than time spent checking in or out when entering or leaving the employer's premises); and
- (c) time spent attending a court in the interests of the employer or of any client of the employer in relation to any matter arising out of, or connected with, the employee's duties; and
- (d) time spent fitting the employee's own vehicle with any equipment or markings required by the employer and paid for by the employer unless the fitting is required because the employee chooses to change vehicles within 3 years after an initial fitting; and
- (e) time spent at the direction of the employer attending training courses, except a course attended by an employee who does not hold a licence required under State or Territory legislation, as mentioned in clause 12.3—Licensing, in order to obtain such a licence.

13.3 Shift duration

- (a) The minimum number of ordinary hours that an employee may be rostered to work on a shift is:
 - (i) for a full-time employee, 7.6; and
 - (ii) for a part-time employee, 20% of the agreed weekly ordinary hours or 4, whichever is the greater; and

- (iii) for a casual employee, 4.
- (b) The maximum number of ordinary hours that an employee may be rostered to work on a shift is 10.
- (c) By agreement between the employer and the majority of affected employees at a particular establishment, an employee may be rostered to work up to 12 ordinary hours per shift if:
 - (i) proper health monitoring procedures are introduced; and
 - (ii) suitable roster arrangements are made; and
 - (iii) proper supervision is provided; and
 - (iv) adequate breaks are provided; and
 - (v) an adequate trial or review process is implemented when 12 hour shifts are first introduced.
- (d) An employee may be represented by a representative nominated by them in any discussion about the making of an agreement under ~~paragraph (e) clause~~ 13.3(c).
- (e) An agreement under ~~paragraph (e) clause~~ 13.3(c) must be recorded in writing and kept by the employer as a time and wages record.
- (f) ~~Paragraph (e) Clause~~ 13.3(c) does not prevent an employer from implementing 12 hour rosters through the use of regular rostered overtime or individual flexibility agreements.

NOTE: Under the [NES](#) (see section 62 of the [Act](#)) an employee may refuse to work additional hours if they are unreasonable. Section 62 sets out factors to be taken into account in determining whether the additional hours are reasonable or unreasonable.

- (g) Hours of work on a shift are continuous, except for rest breaks and meal breaks as specified in clause 14—Breaks.
- (h) However, an employee may be rostered to work ordinary hours in broken shifts, that is, in up to 2 periods of duty, exclusive of rest breaks.
- (i) An employee who works broken shifts is entitled to be paid for at least 3 hours for each period of duty on a broken shift even if the employee works for a shorter time.

NOTE: An allowance is payable for working a broken shift, see clause 17.4—Broken shift allowance.

13.4 Shift start/end times

- (a) An employee's start and finish times of ordinary hours of work operate from when the employee arrives at, or leaves, their actual job or work station.

- (b) However, ~~paragraph (c)~~ clause 13.4(c) applies if:
- (i) an employee is required, before going to a worksite, to collect from another place any equipment belonging to the employer (for example, a firearm, keys or a vehicle) or, after finishing work, to return any such equipment to a place other than the worksite; and
 - (ii) doing this adds more than 15 minutes to the time which would otherwise be required for the employee to travel between the worksite and the employee's residence.
- (c) The employee's start and finish times of ordinary hours of work operate from the employee's arrival at the point of collection or return respectively.

13.5 Display of roster and notice of change of roster

- (a) The employer must prepare a roster showing, for each full-time or part-time employee who works on a roster, their name and the times at which they start and finish work.
- (b) The employer must post the roster in an obvious place that is easily accessible by the affected employees or provide it by electronic means.
- (c) An employer may change the rostered time at which an employee starts or finishes work by:
 - (i) giving the employee 7 days' (or any shorter period agreed between the employer and the employee) notice of the change; or
 - (ii) in the absence of such notice, by paying the employee at the overtime rate mentioned in clause 21.3 for any time worked outside the previously notified starting and finishing time.

13.6 Notice of rosters

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

NOTE: An allowance is payable for being appointed as a relieving officer: see clause 17.6—Relieving officer allowance.

13.7 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 3, 4 or 8 weeks so that each employee has one day off during a 3 or 4 week cycle and 2 days off during an 8 week cycle; or
 - (ii) by any other method that best suits the whole or the section of the business and is agreed to in writing by the employer and the majority of employees affected, whether before or after the commencement of this award.
- (b) If an employee’s rostered day off falls on a public holiday, the rostered day off is moved to the next working day unless another day is agreed in writing between the employer and the employee.
 - (c) By agreement between the employer and an employee, 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 after a rostered day off is not entitled to be paid for the rostered day off, without the consent of the employer or without evidence, in accordance with section 107 of the [Act](#).
 - (e) Each day of paid leave taken (except rostered days off) and each public holiday occurring during a roster cycle must be regarded as a day worked in calculating the number of days worked in the cycle.
 - (f) The employer must pay an employee who has not accrued a rostered day off because the employee did not work a complete roster cycle (including because of termination of employment), a proportionate amount according to the time worked during the cycle.
 - (g) Any agreement under clause 13.7 must be recorded in writing and kept as a time and wages record.

14. Breaks

14.1 Clause 14 gives an employee an entitlement to meal breaks and rest breaks.

14.2 An employee who works the number of hours in any one shift specified in column 1 of **Table 2—Entitlements to rest break(s)** is entitled to a rest break or breaks as specified in column 2.

Table 2—Entitlements to rest break(s)

Column 1 Hours worked per shift	Column 2 Breaks
4 or more but less than 8	Paid rest break or breaks of 10 minutes in total
8 or more but less than 10	Paid rest break or breaks of 20 minutes in total (to be taken, if reasonably practicable, after the first 4 hours of work and within the first 5 hours of work)

Column 1	Column 2
Hours worked per shift	Breaks
10 or more but less than 12	Paid rest break or breaks of 25 minutes in total (to be taken, if reasonably practicable, after the first 4 hours of work and within the first 5 hours of work)
12 or more	Paid rest break or breaks of 30 minutes in total (to be taken, if reasonably practicable, after the first 4 hours of work and within the first 5 hours of work)

14.3 An employee who works more than 5 hours in any one shift is entitled to one unpaid meal break of at least 30 minutes (unless it is operationally impracticable to have the meal break).

14.4 Breaks between work periods

- (a) An employee must have a minimum break of 8 hours between finishing work on one shift of ordinary hours (including any overtime worked immediately after it) and starting work on the next shift of ordinary hours (including any overtime worked immediately before it).
- (b) ~~Paragraph-Clause~~ 14.4(c) applies to an employee who starts working overtime immediately before a shift of ordinary hours without having had 8 hours off work since finishing the immediately preceding shift of ordinary hours (including any overtime worked immediately after it).
- (c) Subject to ~~paragraph-clause~~ 14.4(d), the employee must be released after completing the overtime until the employee has had a break of 8 consecutive hours without suffering any loss of pay for ordinary hours not worked during that break.
- (d) If, on the instructions of the employer, the employee resumes or continues work without having had 8 hours off duty, the employer must pay the employee at the rate of 200% of the employee's minimum hourly rate until the employee has a break of 8 consecutive hours. The employee must not suffer any loss of pay for ordinary hours not worked during the period of that break.

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

Calculating pay for a break of less than 8 consecutive hours

George is a full-time Level 1 employee. He is paid the minimum hourly rate of \$ **\$21.90**.

George is rostered on to work from 10.00 am – 6.00 pm on Tuesday and from 7.00 am – 4.00 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 minimum hourly rate until he gets a break of at least 8 hours from work. If he works 7.6 hours on Wednesday, he will be paid as follows:

Multiply the minimum hourly rate by the overtime rate and then that rate by the number of overtime hours worked: **\$21.90 x 200% = \$43.80. \$42.52 x 7.6 = \$332.88**

George would be paid a total of **\$332.88** for Wednesday in this case.

Calculating pay for a break of 8 or more hours

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 an 8 hour break.

In this case even though George only works 6.6 hours on Wednesday, he must still be paid his minimum hourly rate for 7.6 hours: **\$21.90 x 7.6 = \$166.44**

George would be paid a total of **\$166.44** for Wednesday in this case.

14.5 Long breaks

- (a) An employee on a roster cycle of a length specified in column 1 of **Table 3—Long breaks** is entitled to long breaks of continuous time off work in that roster cycle as specified in column 2:

Table 3—Long breaks

Column 1 Length of roster cycle	Column 2 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) The employer must not roster an employee on a roster cycle of any length to work more than a total of 48 ordinary hours without a long break of at least 48 continuous hours.

Part 4—Wages and Allowances

15. Minimum rates

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

Clauses 15.1, 15.2 and 15.3 amended in accordance with [\[2019\] FWCFCB 5409](#) at [6] and [114].

15.1 An employer must pay an employee the rate applicable to the employee’s classification specified in column 1 of **Table 4—Minimum rates** for ordinary hours of work.

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Table 4—Minimum rates

Column 1	Column 2	Column 3
Employee Classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
Security Officer Level 1	832.20	21.90
Security Officer Level 2	856.10	22.53
Security Officer Level 3	870.70	22.91
Security Officer Level 4	885.20	23.29
Security Officer Level 5	913.80	24.05

NOTE 1: Overtime rates are specified in clause 19—Overtime. Penalty rates are specified in clause 20—Penalty rates.

NOTE 2: Provisions for calculating rates for casual employees are at clause 11—Casual employee.

NOTE 3: Schedule B—Summary of Hourly Rates of Pay contains a summary of hourly rates of pay including casual, overtime and penalty rates.

15.2 Higher duties

- (a) An employer must pay an employee who performs for more than 4 hours on any particular day or shift duties of a classification higher than the employee’s ordinary classification, the minimum hourly rate specified in column 3 of **Table 4—Minimum rates** for that higher classification for the whole of that day or shift.
- (b) An employer must pay an employee who performs for 4 hours or less on any particular day or shift duties of a classification higher than the employee’s

ordinary classification, the minimum hourly rate specified in column 3 of **Table 4—Minimum rates** for that higher classification for the time during which those duties were performed.

15.3 National training wage

- (a) Schedule E to the *Miscellaneous Award 20XX+0* sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 20XX+0* as at 1 July 2019. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 20XX+0* is to be read as referring to the *Security Services Industry Award 20XX+0* and not the *Miscellaneous Award 20XX+0*.

16. Higher duties

16. Payment of wages

Frequency of payment of wages is being considered in matter [AM2016/8](#)

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

- 16.1** The employer may determine the pay period of an employee as being either weekly or fortnightly.
- 16.2** Wages must be paid by no later than the following days in a pay week:
 - (a) Wednesday, if Friday of that week is a public holiday; or
 - (b) Friday, if any day of that week other than Friday is a public holiday; or
 - (c) Thursday, in any other case.
- 16.3** Wages may be paid by cheque or electronic funds transfer into a bank account nominated by the employee.
- 16.4 Payment on termination of employment**
 - (a) The employer must pay an employee no later than 7 days after the day on which the employee’s employment terminates:
 - (i) the employee’s wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
 - (ii) all other amounts that are due to the employee under this award and the [NES](#).

- (b) The requirement to pay wages and other amounts under ~~paragraph (a) clause 16.4(a)~~ is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

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

NOTE 2: ~~Paragraph (b) Clause 16.4(b)~~ allows the Commission to make an order delaying the requirement to make a payment under clause 16.4. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

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

~~18. National training wage~~

17. Allowances

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

Note inserted in accordance with [\[2015\] FWCFB 4658](#) at [57].

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[NOTE: Regulations 3.33\(3\) and 3.46\(1\)\(g\) of Fair Work Regulations 2009 set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.](#)

- 17.1** Clause 17 gives employees an entitlement to monetary allowances of specified kinds in specified circumstances.

NOTE: Schedule C—Summary of Monetary Allowances contains a summary of monetary allowances and methods of adjustment.

17.2 First aid allowance

- (a) Clause 17.2 applies to an employee who:
- (i) holds a current Senior First Aid Certificate (also known as Provide First Aid or Workplace First Aid); and
 - (ii) is requested or nominated by the employer to act as a first aider.
- (b) The employer must pay the employee a first aid allowance of **\$5.92** per shift up to a maximum of **\$29.43** per week.

17.3 Firearm allowance

The employer of an employee who is required to carry a firearm must pay the employee a firearm allowance of **\$2.96** per shift, up to a maximum of **\$14.80** per week.

17.4 Broken shift allowance

The employer of an employee who is required to work a rostered shift in 2 periods of duty (excluding rest breaks) must pay the employee a broken shift allowance of **\$14.11** per rostered shift.

Example 2—Broken shift (full-time employee)

Jimmy is a full-time Level 3 employee. His minimum hourly rate is **\$22.91**

Jimmy starts work at noon 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

Step 1: calculating ordinary time pay

Multiply the minimum hourly rate by the number of ordinary hours worked:
\$22.91 x 4 = \$91.64.

Step 2: calculating ordinary time pay on night shift

Multiply the minimum hourly rate by the night shift penalty rate and then that rate by the number of night shift hours worked = **\$22.91 x 121.7% = \$27.88**
\$27.88 x 3.6 = \$100.37

Step 3: calculating total pay

Add the total hourly rate in Step 1, the total night shift rate in Step 2, and the broken shift allowance = **\$91.64 + \$100.37 + \$14.11 = \$206.12**

Jimmy would be paid a total of **\$206.12** for Thursday in this case.

NOTE: Calculations in this example are based on the rounded hourly rates in Schedule B—Summary of Hourly Rates of Pay.

17.5 Supervision allowance

The employer of an employee who is required to supervise other employees must pay the employee a supervision allowance according to the number of employees supervised as follows:

- (a) 1 to 5 employees—**\$36.74** per week; or
- (b) 6 to 10 employees—**\$42.40** per week; or

- (c) 11 to 20 employees—\$55.03 per week; or
- (d) Over 20 employees—\$64.95 per week.

17.6 Relieving officer allowance

- (a) The employer must pay the employee who is appointed as a relieving officer an allowance of \$36.40 per week.
- (b) While it is not necessary for a relieving shift to be shown on a roster, an employer must, if possible, give a relieving officer at least 24 hours' notice of a relieving shift.

17.7 Aviation allowance

The employer of an employee who is performing airport security work at a security regulated airport must pay the employee an aviation allowance of \$1.63 per hour.

17.8 Meal allowance

- (a) Clause 17.8 applies to an employee who:
 - (i) is required to work more than one hour after the completion of their ordinary shift; and
 - (ii) was not advised of that requirement on or before the previous day.
- (b) The employer must pay the employee a meal allowance of \$17.01.

17.9 Vehicle allowance

- (a) Clause 17.9 applies if an employer requires an employee to use their own motor vehicle or motor cycle in performing their duties.
- (b) The employer must pay the employee a vehicle allowance for each kilometre travelled as follows:
 - (i) motor vehicle—\$0.78;
 - (ii) motor cycle—\$0.26.

17.10 Torch and uniform

- (a) If the employer requires an employee to use a torch, the employer must supply the employee with a torch and batteries.
- (b) If the employer requires an employee to wear a uniform, the employer must supply the employee with the uniform or reimburse the employee for the cost of purchasing it.

18. Superannuation

18.1 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.

18.2 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.

18.3 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 18.2.
- (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 18.3(a) or 18.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 18.3(a) or 18.3(b) was made.

18.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 18.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 18.2, and pay the amount authorised under clauses 18.3(a) or 18.3(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.

18.5 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 18.2 and pay the amount authorised under clauses 18.3(a) or 18.3(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—Overtime and Penalty Rates

19. Overtime

Clause 19.5(c) example amended in accordance with [\[2019\] FWCFB 5409](#) at [141] to [145].

NOTE: Under the [NES](#) (see section 62 of the [Act](#)) an employee may refuse to work additional hours if they are unreasonable. Section 62 sets out factors to be taken into account in determining whether the additional hours are reasonable or unreasonable.

19.1 Restriction on amount of overtime

An employer must not require an employee 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).

19.2 Payment of overtime

- (a) An employer must pay a full-time employee at the overtime rate for any time worked in excess of their ordinary hours.
- (b) An employer must pay a part-time employee at the overtime rate for any time worked in excess of the number of ordinary hours agreed under clause 10.3 (Part-time employment) as varied.

19.3 Overtime rates

The issue in respect of casuals and overtime (i.e. casuals receiving a loading on their overtime) at clause 19.3 (items 43, 44, 45 and 46 of the [submission summary](#) published on 19 June 2018) will be determined by the Overtime for casuals Full Bench ([AM2017/51](#)).

See [\[2017\] FWC FB 6417](#) at Attachment A; [22/6/18 conference transcript](#) (PNs 48-64); and Statement issued 29 June 18 [\[2018\] FWC 3820](#) at [10].

The proposed amendments at Attachment A of the [submission summary](#) have been provisionally inserted in red here.

- (a) The overtime rate is the relevant percentage specified in column 2 of **Table 5—Overtime rates** (depending on when the overtime was worked as specified in column 1) of the employee’s minimum hourly rate [applicable under Table 4—Minimum rates](#).

Table 5—Overtime rates

Column 1 For overtime worked on	Column 2 Overtime rate (% of minimum hourly rate)
Monday to Saturday—first 2 hours	150%
Monday to Saturday—after 2 hours	200%
Sunday—all day	200%
Public holiday—all day	250%

NOTE: Schedule B—Summary of Hourly Rates of Pay sets out the hourly overtime rate for all employee classifications according to when overtime is worked.

- (b) ~~If a period of overtime starts on one day and continues into the next day, the overtime rate applicable to the portion worked on each day is the appropriate rate for that day. A period of overtime that starts on one day and continues into the day is to be counted as if the whole period was worked on the day on which the overtime started.~~
- (c) Except as provided by ~~paragraph (b)~~ clause 19.3(b), overtime worked on any day stands alone from overtime worked on any other day.

19.4 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 19.4.

- (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; and
 - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime; and
 - (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; and
 - (iv) that any payment mentioned in ~~subparagraph (iii)~~ clause 19.4(c)(iii) must be made in the next pay period following the request.

NOTE: An example of the type of agreement required by ~~this~~ clause 19.4 is set out at Schedule D—Agreement for Time Off Instead of Payment for Overtime. There is no requirement to use the form of agreement set out at Schedule D—Agreement for Time Off Instead of Payment for Overtime. An agreement under clause 19.4 can 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 19.4 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 time off for overtime that has been worked is not taken within the period of 6 months mentioned in ~~paragraph (e)~~ clause 19.4(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.
- (g) The employer must keep a copy of any agreement under clause 19.4 as an employee record.
- (h) 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.
- (i) 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 19.4 will apply, including the requirement for separate written agreements under ~~paragraph (b)~~ clause 19.4(b), in relation to 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](#)).

- (j) If, on the termination of the employee’s employment, time off for overtime worked by the employee to which clause 19.4 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 19.4.

19.5 Call back

- (a) Clause 19.5 applies when an employer requires an employee to return to work for any reason after completing their ordinary working time, irrespective of whether the employee is notified of the requirement before or after leaving the workplace.
- (b) The employer must pay the employee at the appropriate rate of pay for the minimum number of hours specified in **Table 6—Call back** for an attendance at work specified in column 2 of that Table.

Table 6—Call back

Column 1 Minimum number of hours	Column 2 Attendance
2 hours	Attendance on a Monday to Saturday for the purposes of a disciplinary or counselling interview or administrative procedures such as completing or attending to worker’s compensation forms, accident reports, or break/entry reports
3 hours	Attendance on a Monday to Saturday for any other purpose
4 hours	Attendance on a Sunday

- (c) ~~This clause~~ Clause 19.5 does not apply if a period of duty is continuous (subject to a reasonable meal break) with finishing or beginning ordinary working time.

Example 3—Call back (full-time employee)

Jimmy is a full-time Level 3 employee. His hourly rate of pay is **\$22.91**

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, Jimmy is entitled to 3 hours’ pay at overtime rates (as 9.00 pm is outside ordinary hours).

Calculating overtime pay

Multiply the minimum hourly rate by the overtime penalty rate (% of minimum hourly rate):

- The first 2 hours of overtime = $\$22.91 \times 150\% = \34.37 per hour. $\$34.37 \times 2 = \68.74
- Each hour thereafter of overtime = $\$22.91 \times 200\% = \45.82 per hour.

Add the total for the first 2 hours of overtime and the total amount for each extra hour: $\$68.74 + \$45.82 = \$114.56$

Jimmy would be paid **\$114.56** for the 3 hour call back.

NOTE: Calculations in this example are based on the rounded hourly rates in Schedule B—Summary of Hourly Rates of Pay.

20. Penalty rates

Clause 20.2 amended in accordance with [\[2019\] FWCFB 5409](#) at [141] to [145].

20.1 Clause 20 sets out penalty rates for hours worked at specified times or on specified days that are not required to be paid at the overtime rate mentioned in clause 19.2—Payment of overtime.

The issue in respect of casuals (i.e. wording of clause 20.2 regarding casual loading and regarding applicable rates) (items 48 and 49 of the [submission summary](#) published on 19 June 2018) will be determined by the Casuals Full Bench ([AM2014/197](#)).

See statement issued on 29 June 2018 [\[2018\] FWC 3820](#) at [24].

20.2 An employer must pay an employee as follows for hours worked by the employee during a period, or on a day, specified in column 1 of **Table 7—Penalty rates**:

- (a) for a full-time or part-time employee, at the percentage specified in column 2 of that Table of the minimum hourly rate of the employee; or
- (b) for a casual employee, at the percentage specified in column 3 of that Table of the minimum hourly rate of the employee.

Table 7—Penalty rates

Column 1 Period or day	Column 2 Full-time and part-time employees % of minimum hourly rate	Column 3 Casual employees % of minimum hourly rate (inclusive of casual loading)
6.00 am to 6.00 pm	100%	125%

Column 1 Period or day	Column 2 Full-time and part-time employees % of minimum hourly rate	Column 3 Casual employees % of minimum hourly rate (inclusive of casual loading)
Monday to Friday excluding a public holiday		
Midnight to 6.00 am and 6.00 pm to midnight – Monday to Friday excluding hours on a day that is a public holiday	121.7% or, for an employee on permanent night work, 130%	146.7% or, for an employee on permanent night work, 155%
Saturday	150%	175%
Sunday	200%	225%
Public holiday	250%	275%

NOTE: See Schedule B—Summary of Hourly Rates of Pay for a summary of rates of pay including ~~penalties~~penalty rates.

- 20.3 For the purposes of **Table 7—Penalty rates**, an employee is on **permanent night work** over the whole period of a roster cycle if more than two-thirds of the employee’s ordinary shifts comprise or include the period between midnight and 6.00 am.

Example 4—Shift work and weekend work (casual employee)

Frank is a casual Level 1 employee. His casual hourly rate of pay is **\$27.38** per hour (**\$21.90** hourly rate + **25%** casual loading).

Casual penalty rates include the casual loading and are a percentage of the minimum hourly rate.

Frank works a 5 hour shift on Friday, Saturday and Sunday, with 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 minimum hourly rate by the casual night shift penalty rate:
\$21.90 x 146.7% = \$32.13

Step 2: Multiply the night shift hourly rate by the number of ordinary hours worked on night shift: **\$32.13 x 5 = \$160.65**

Frank would be paid **\$160.65** for his Friday night shift.

Calculating ordinary time pay on Saturday

Step 3: Multiply the minimum hourly rate of pay by the casual Saturday penalty rate: $\$21.90 \times 175\% = \38.33

Step 4: Multiply the Saturday hourly rate by the number of ordinary hours worked on Saturday: $\$38.33 \times 5 = \191.65

Frank would be paid **\$191.65** for his Saturday shift.

Calculating ordinary time pay on Sunday

Step 5: Multiply the minimum hourly rate by the casual Sunday penalty rate: $\$21.90 \times 225\% = \49.28

Step 6: Multiply the Sunday hourly rate by the number of ordinary hours worked on Sunday: $\$49.28 \times 5 = \246.40 .

Frank would be paid **\$246.40** for his Sunday shift.

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: $\$160.65 + \$191.65 + \$246.40 = \581.20 .

Frank would be paid a total of **\$598.70** for the 3 shifts.

NOTE: Calculations in this example are based on the rounded hourly rates in Schedule B—Summary of Hourly Rates of Pay.

Part 6—Leave and Public Holidays

21. Annual leave

Clause 21.4(e) amended in accordance with [\[2019\] FWCFB 6935](#) at [24].

NOTE: Where an employee is receiving over-award payments resulting in the employee's base rate of pay being 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 sections 16 and 90 of the [Act](#)).

21.1 Annual leave is provided for in the [NES](#). It does not apply to casual employees.

21.2 Additional paid annual leave for certain shiftworkers

(a) Clause 21.2 applies to an employee who:

- (i) works a roster and who, over the roster cycle, may be rostered to work an ordinary shift on any day of the week; and
 - (ii) is regularly rostered to work on Sundays and public holidays.
- (b) The employee is a shiftworker for the purposes of the [NES](#) (entitlement to an additional week of paid annual leave).

21.3 Payment for annual leave

- (a) Before the start of a period of annual leave, the employer must pay the employee for the employee's ordinary hours of work in that period the greater of:
- (i) the amount the employee would have earned during that period for those ordinary hours had they not been on leave; and
 - (ii) the employee's minimum hourly rate specified in column 3 of **Table 4—Minimum rates** for those ordinary hours together with any applicable first aid allowance, supervision allowance or relieving officer allowance payable in accordance with clause 17—Allowances plus a loading of **17.5%**.
- (b) An employee paid by electronic funds transfer may be paid in accordance with their usual pay period while on paid annual leave.
- (c) An employee who has a period of untaken paid leave when the employment of the employee ends is entitled to be paid:
- (i) an amount calculated in accordance with ~~paragraph (a)(i) clause 21.3(a)(i)~~; and
 - (ii) a loading of **17.5%** calculated in accordance with ~~paragraph (a)(ii) clause 21.3(a)(ii)~~, unless the employee was dismissed for misconduct; and
 - (iii) the cash value of any board or lodging provided to the employee by the employer during the period to which the accrued annual leave relates as part of the employee's ordinary time pay and not because of any special circumstances, such as the employee having to sleep away from their usual residence in order to work at a particular place.
- (d) The cash value of board or lodging mentioned in ~~paragraph (c)(iii) clause 21.3(c)(iii)~~ is its cash value as fixed by or under the employee's terms of employment or, if not so fixed, calculated at the rate of **\$2.68** per week for board and **\$1.36** per week for lodging.

NOTE: Clause 21.10 and section 90(2) of the [Act](#) provide for payment for annual leave when the employment of an employee ends.

21.4 Temporary close-down

- (a) Clause 21.4 applies if an employer:

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- (i) intends to close down, or reduce staffing levels in, all or part of a workplace for a particular period (**temporary close down period**); and
 - (ii) wishes to require affected employees to take leave during that period.
- (b) The employer must give the affected employees at least 28 days' written notice of a temporary close down period.
- (c) The employer must give immediate written notice of a temporary close down period to any employee who is engaged after the notice is given under ~~paragraph (b)~~clause 21.4(b) and who will be affected by that period.
- (d) The following applies to any affected employee during a temporary close down period:
- (i) if the employee has accrued an entitlement to sufficient paid annual leave to cover the whole of the temporary close down period, the employee must take that leave to cover the whole of the temporary close down period;
 - (ii) if the employee has accrued an entitlement to paid annual leave but the amount accrued is insufficient to cover the whole of the temporary close down period, the employee must take all the paid annual leave to which they have accrued an entitlement and also take leave without pay to cover the balance of the temporary close down period;
 - (iii) if the employee has not accrued an entitlement to any paid annual leave, the employee must take leave without pay to cover the whole of the temporary close down period.
- (e) An employee must be taken not to be on leave on any public holiday that falls during a temporary close down period. The employer is to pay the employee for the public holiday as the Award requires.

NOTE: Public holiday entitlements are provided for in the [NES](#).

Example 5—Public holiday falling during temporary close down period

~~An employer has arranged a temporary close down period that includes New Year's Day.~~

~~For each employee who would normally have worked on the day that is New Year's Day, the employer must pay them their normal rate of pay for that day as though:~~

- ~~— it were not a public holiday; and~~
- ~~— they had worked that day.~~

~~So if on the day that is New Year's Day the employee would have worked 8 hours at their ordinary hourly rate and 2 hours at 150% of their ordinary hourly rate, then they are to be paid for that same number of hours at those same rates.~~

- (f) In determining the amount of paid annual leave to which an employee has accrued an entitlement, any period of paid annual leave taken in advance by the employee, in accordance with an agreement under clause 21.8, to which an entitlement has not been accrued is to be taken into account.

21.5 Excessive leave accruals: general provision

NOTE: Clauses 21.5 to 21.7 contain provisions, additional to the [NES](#), about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the [Act](#).

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 21.2).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 21.6 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 21.7 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 21.5(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under ~~paragraph (a)~~ clause 21.6(a):
- (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when

any other paid annual leave arrangements (whether made under clause 21.5, 21.6 or 21.7 or otherwise agreed by the employer and employee) are taken into account; and

- (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under ~~paragraph (a) clause~~ 21.6(a) that is in effect.
- (d) An employee to whom a direction has been given under ~~paragraph (a) clause~~ 21.6(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in ~~paragraph (d) clause~~ 21.6(d) may result in the direction ceasing to have effect. See ~~paragraph (b)(i) clause~~ 21.6(b)(i).

NOTE 2: Under section 88(2) of the [Act](#), the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

21.7 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 21.5(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under ~~paragraph (a) clause~~ 21.7(a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 21.6(a) that, when any other paid annual leave arrangements (whether made under clause 21.5, 21.6 or 21.7 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under ~~paragraph (a) clause~~ 21.7(a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 21.5, 21.6 or 21.7

or otherwise agreed by the employer and employee) are taken into account; or

- (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under ~~paragraph (a) clause 21.7(a)~~ more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker as defined by clause 21.2) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under ~~paragraph (a) clause 21.7(a)~~ 21.7(a).

21.8 Annual leave in advance

- (a) An employer and an individual 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 21.8 is set out at Schedule E—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule E—Agreement to Take Annual Leave in Advance. The employer must keep a copy of any agreement under clause 21.8 as an employee record.

- (c) 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 21.8, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

21.9 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under ~~paragraph (e) clause 21.9(c)~~ 21.9(c).
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under ~~paragraph (e) clause 21.9(c)~~ 21.9(c).

- (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 ~~paragraph (e) clause~~ 21.9(c) 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 ~~paragraph (e) clause~~ 21.9(c) 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 ~~paragraph (e) clause~~ 21.9(c) as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under ~~paragraph (e) clause~~ 21.9(c).

NOTE 2: 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 21.9.

NOTE 3: An example of the type of agreement required by ~~paragraph (e) clause~~ 21.9(c) is set out at Schedule F—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule F—Agreement to Cash Out Annual Leave.

21.10 Payment of accrued annual leave on termination

Where an employee is entitled to a payment on termination of employment the employer must pay to the employee an amount calculated in accordance with clause 21.3.

22. Personal/carer's leave and compassionate leave

Personal/carer's leave and compassionate leave are provided for in the [NES](#).

23. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the [NES](#).

24. Community service leave

Community service leave is provided for in the [NES](#).

25. Unpaid family and domestic violence leave

Clause 25 inserted in accordance with [\[2019\] FWCFCB 5144](#) at [13] and previous clause 28 deleted.

Unpaid family and domestic violence leave is provided for in the NES.

NOTE 1: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

26. Public holidays

Clause 26.2 amended in accordance with [\[2019\] FWCFCB 5145](#) at [50] and [PR712228](#)

26.1 Public holiday entitlements are provided for in the [NES](#).

26.2 Substitution of public holidays by agreement

~~The employer and the majority of the employees at a workplace may agree to substitute another day for a public holiday.~~

(a) An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES.

(b) An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

26.3 Part-day public holidays

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

~~28.—Leave to deal with family and domestic violence~~

Part 7—Consultation and Dispute Resolution

27. Consultation about major workplace change

- 27.1 If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:
- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
 - (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
 - (c) commence discussions as soon as practicable after a definite decision has been made.
- 27.2 For the purposes of the discussion under clause 27.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
- (a) their nature; and
 - (b) their expected effect on employees; and
 - (c) any other matters likely to affect employees.
- 27.3 Clause 27.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 27.4 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 27.1(b).
- 27.5 In clause 27 **significant effects**, on employees, includes any of the following:
- (a) termination of employment; or
 - (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
 - (c) loss of, or reduction in, job or promotion opportunities; or
 - (d) loss of, or reduction in, job tenure; or

- (e) alteration of hours of work; or
- (f) the need for employees to be retrained or transferred to other work or locations; or
- (g) job restructuring.

27.6 Where this award makes provision for alteration of any of the matters defined at clause 27.5, such alteration is taken not to have significant effect.

28. Consultation about changes to rosters or hours of work

28.1 Clause 28 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

28.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).

28.3 For the purpose of the consultation, the employer must:

- (a) provide to the employees and representatives mentioned in clause 28.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
- (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

28.4 The employer must consider any views given under clause 28.3(b).

28.5 Clause 28 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

29. Consultation about change of contract

29.1 Clause 29 applies where an employer decides not to seek a renewal of a contract to perform security services work or is notified that such a contract to which the employer is a party is to be, or is likely to be, terminated.

29.2 The employer must, at least 28 days (or as soon as practicable if that is later than 28 days) before the contract is due to end, give written notice of the situation to the affected employees and their representatives (if any), including the date on which the contract is due to end.

29.3 The employer must, in the notice under clause 29.2, specify any options available for suitable alternative employment with the employer in the event that the contract ends.

- 29.4** The employer must give written notice to any affected employees who are offered suitable alternative employment with the employer of the offer, including the location at which the work is proposed to be performed, the proposed hours of work and the proposed rates of pay.
- 29.5** The employer must give a written notice to any employee who is not offered suitable alternative employment with the employer that:
- (a) gives details of the employee's accrued statutory and award entitlements on termination of the employee's employment (including accrued annual leave); and
 - (b) contains a statement of the employee's service with the employer (including the length of that service, their hours of work, their classification and the shifts they worked); and
 - (c) invites the employee to notify the employer if they consent to the employer giving their name to the incoming contractor so that they may be considered for employment with that contractor.
- 29.6** The employer must provide to the incoming contractor a list of the names of employees who have consented to their name being provided to that contractor so that they may be considered for employment with that contractor.
- 29.7** The employer must take steps to organise a meeting between the incoming contractor and those employees who are not offered suitable alternative employment with the employer.
- 30. Dispute resolution**
- 30.1** Clause 30 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).
- 30.2** The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.
- 30.3** If the dispute is not resolved through discussion as mentioned in clause 30.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.
- 30.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 30.2 and 30.3, a party to the dispute may refer it to the Fair Work Commission.
- 30.5** The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.

- 30.6** If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.
- 30.7** A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 30.
- 30.8** While procedures are being followed under clause 30 in relation to a dispute:
- (a) work must continue in accordance with this award and the [Act](#); and
 - (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 30.9** Clause 30.8 is subject to any applicable work health and safety legislation.

Part 8—Termination of Employment and Redundancy

31. Termination of employment

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

31.1 Notice of termination by an employee

- (a) Clause 31 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 8—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 8—Period of notice

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

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

- (c) In ~~paragraph (b) clause~~ 31.1(b) **continuous service** has the same meaning as in section 117 of the Act.
- (d) If an employee who is at least 18 years old does not give the period of notice required under ~~paragraph (b) clause~~ 31.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week's wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under ~~paragraph (b) clause~~ 31.1(b), then no deduction can be made under ~~paragraph (d) clause~~ 31.1(d).
- (f) Any deduction made under ~~paragraph (d) clause~~ 31.1(d) must not be unreasonable in the circumstances.

31.2 Job search entitlement

- (a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- (b) The time off under clause 31.2 is to be taken at times that are convenient to the employee after consultation with the employer.

32. Redundancy

Clause 32 substituted in accordance with [\[2019\] FWCFB 5409](#) and [PR711480](#).

NOTE: Redundancy pay is provided for in the NES. See sections 119 to 123 of the Act.

32.1 Transfer to lower paid duties on redundancy

- (a) Clause 32.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
 - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the Act as if it were a notice of termination given by the employer; or
 - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 32.1(c).
- (c) If the employer acts as mentioned in clause 32.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

32.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the Act.
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 32 or under sections 119 to 123 of the Act had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

32.3 Job search entitlement

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the Act for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under clause 32.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of clause 32.3(b).
- (d) An employee who fails to produce proof when required under clause 32.3(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 31.2.

32.4 Change of contract

- (a) Clause 32.4 applies in addition to clauses 27—Consultation about major workplace change, 28—Consultation about changes to rosters or hours of work and 29—Consultation about change of contract and section 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, section 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.~~

~~32.—Redundancy~~

~~Redundancy provisions structure is subject to further consideration by the Full Bench. See [2018]FWCFB 6439.~~

~~33.—Exclusion from obligation to pay redundancy pay~~

~~33.1—Clause 34 applies to the contractor who provides security services to a particular client being changed from one security contractor (the outgoing contractor) to another (the incoming contractor). It applies in addition to clause 28—Consultation about major workplace change, clause 29—Consultation about changes to rosters or hours of work and clause 30—Consultation about change of contract of this award and section 120(1)(b)(i) of the Act.~~

~~33.2—Section 119 of the Act does not apply to an employee of the outgoing contractor if:~~

- ~~(a) the employee agrees to other acceptable employment with the incoming contractor; and~~
- ~~(b) 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.~~

~~33.3—To avoid doubt, section 119 of the Act applies to an employee of an outgoing contractor if the employee is not offered acceptable employment with either the outgoing contractor or the incoming contractor.~~

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 that an employee at this level may perform are the following:

- (a) watch, guard or protect persons, premises or property at sites or 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 to, or exit from, premises or a property with principal duties including the control of movement of persons, vehicles, goods, or property coming out of, or going into, the premises or property, including to ensure that the quantity and description of goods being carried on a vehicle is in accordance with the requirements of the relevant document or gate pass;
- (d) respond to basic fire or security alarms at their designated post;
- (e) in performing the duties referred to in ~~paragraphs-clauses~~ A.1.2(a) to A.1.2(d) the officer may be required to use electronic equipment such as hand-held scanners and simple closed circuit television systems utilising basic keyboard skills that 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 or matters.

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

- (a) duties of securing, watching, guarding, protecting as directed, responding to alarm signals (including attendances) and, when not alone, minor non-technical servicing of ATMs, not including cash replenishment;
- (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 2 or more separate establishments or sites in a vehicle, including where operated by the same business;
- (d) monitor and respond to electronic intrusion detection or access control equipment terminating at a visual display unit or computerised printout (except for simple closed circuit television systems), not including complex data input into a computer;
- (e) monitor and act on walk-through electromagnetic detectors, or monitor, interpret and act on screen images using x-ray imaging or observation equipment, including in or in connection with airport security zones;
- (f) operate a public weigh-bridge;
- (g) record 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 duties of a Security Officer Level 1 that 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 that an employee at this level may be required to perform are the following:

- (a) control of movement of persons, vehicles, stock or 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 or 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, for example, Microsoft Excel and other similar computer programs;
- (d) provide safety induction to employees, contractors or visitors to a site; and
- (e) monitor and act on walk-through electromagnetic detectors, or monitor, interpret and act on screen images using x-ray imaging 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 duties of Security Officers at Levels 1 and 2 that 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 that 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 monitoring centre or at a particular location;
- (b) keyboard operation to alter the parameters within an integrated intelligent building management or security system, including operating computer programs that have the ability to lock or unlock doors, program access cards, audit door access by individuals as well as recording the time and date of access; and
- (c) co-ordinate, monitor or record the activities of security officers utilising a verbal or computer based communications system within a monitoring centre including in or in connection with an airport security zone.

A.4.4 A Security Officer Level 4 may be required to perform duties of security officers at Levels 1, 2 and 3 that 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 monitoring centre.

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 and interpersonal skills;
- (c) assists in the provision of training in conjunction with supervisors 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 that 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 or security system, including operating computer programs that have the ability to remotely lock or unlock doors, program access cards, audit door access by individuals as well as recording the time and date of access; and
- (b) co-ordinate, monitor or record the activities of security officers utilising a verbal or computer based communications system within a monitoring centre including in or in connection with an airport security zone.

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

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Schedule B—Summary of Hourly Rates of Pay

The rates in Schedule B have been updated in accordance with AWR 2019. Changes have not been tracked.

Note at beginning of Schedule B amended in accordance with [2019] FWCFB 7173 at [23].

~~NOTE: Employers who pay wages in accordance with this schedule satisfy their obligations under the award to pay wages for hours worked.~~

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

	Day	Night	Permanent Night ¹	Saturday	Sunday	Public holiday
	% of minimum hourly rate					
	100%	121.7%	130%	150%	200%	250%
	\$	\$	\$	\$	\$	\$
Security Officer Level 1	21.90	26.65	28.47	32.85	43.80	54.75
Security Officer Level 2	22.53	27.42	29.29	33.80	45.06	56.33
Security Officer Level 3	22.91	27.88	29.78	34.37	45.82	57.28
Security Officer Level 4	23.29	28.34	30.28	34.94	46.58	58.23
Security Officer Level 5	24.05	29.27	31.27	36.08	48.10	60.13

¹ See clause 20.3 (Penalty rates)

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

	Monday to Saturday – first 2 hours	Monday to Saturday – after 2 hours	Sunday – all day	Public holiday – all day
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Security Officer Level 1	32.85	43.80	43.80	54.75
Security Officer Level 2	33.80	45.06	45.06	56.33
Security Officer Level 3	34.37	45.82	45.82	57.28
Security Officer Level 4	34.94	46.58	46.58	58.23
Security Officer Level 5	36.08	48.10	48.10	60.13

Commented [FWC1]: (Weekly rate ÷ 38) in cl 15.

Commented [FWC2]: Relevant percentage in cl 20.2.

Commented [FWC3]: (Weekly rate ÷ 38) in cl 15.

Commented [FWC4]: Relevant percentage in cl 19.3.

B.3 Casual employees—ordinary and penalty rates

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals.

	Day	Night	Permanent Night ¹	Saturday	Sunday	Public holiday
	% of minimum hourly rate					
	125%	146.7%	155%	175%	225%	275%
	\$	\$	\$	\$	\$	\$
Security Officer Level 1	27.38	32.13	33.95	38.33	49.28	60.23
Security Officer Level 2	28.16	33.05	34.92	39.43	50.69	61.96
Security Officer Level 3	28.64	33.61	35.51	40.09	51.55	63.00
Security Officer Level 4	29.11	34.17	36.10	40.76	52.40	64.05
Security Officer Level 5	30.06	35.28	37.28	42.09	54.11	66.14

¹ See clause 20.3 (Penalty rates)

Commented [FWC5]: (Weekly rate ÷ 38) in cl 15.

Commented [FWC6]: Minimum hourly rate + 25% casual loading in cl 11.2.

Commented [FWC7]: Relevant percentage in cl 20.2.

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Schedule C—Summary of Monetary Allowances

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

Administrative changes made by Modern Awards team to clause C.1.1

See clause 17—Allowances for full details of allowances payable under this award.

C.1 Wage-related allowances

C.1.1 The wage-related allowances in this award are based on the standard rate as defined in clause 2—Definitions as the minimum rate for a Security Officer Level 3 in **Table 4—Minimum rates= \$870.70**.

Allowance	Clause	% of standard rate \$845.30	\$ per week unless stated otherwise	Payable
First aid allowance—per shift	17.2(b)	0.68%	5.92 per shift	<u>per shift</u>
First aid allowance—maximum per week	17.2(b)	3.38%	29.43	<u>per week</u>
Firearm allowance—per shift	17.3	0.34%	2.96 per shift	<u>per shift</u>
Firearm allowance—maximum per week	17.3	1.70%	14.80	<u>per week</u>
Broken shift allowance	17.4	1.62%	14.11 per broken shift	<u>per rostered shift</u>
Supervision allowance—1 to 5 employees	17.5(a)	4.22%	36.74	<u>per week</u>
Supervision allowance—6 to 10 employees	17.5(b)	4.87%	42.40	<u>per week</u>
Supervision allowance—11 to 20 employees	17.5(c)	6.32%	55.03	<u>per week</u>
Supervision allowance—over 20 employees	17.5(d)	7.46%	64.95	<u>per week</u>
Relieving officer allowance	17.6	4.18%	36.40	<u>per week</u>
Aviation allowance	17.7	0.187%	1.63 per hour	<u>per hour</u>

C.1.2 Adjustment of wage-related allowances

Wage-related allowances are adjusted in accordance with increases to wages and are based on percentage of the standard rate as specified.

C.2 Expense-related allowances:

C.2.1 The expense-related allowances in this award will be adjusted by reference to the Consumer Price Index (CPI) as per the following:

Allowance	Clause	\$	<u>Payable</u>
Meal allowance—more than one hour's overtime without notice	17.8(b)	17.01 per occasion	<u>per occasion</u>
Vehicle allowance—motor vehicle	17.9(b)(i)	0.78 per km	<u>per km</u>
Vehicle allowance—motorcycle	17.9(b)(ii)	0.26 per km	<u>per km</u>
Board	21.3(d)	2.68 per week	<u>per week</u>
Lodging	21.3(d)	1.36 per week	<u>per week</u>

C.3 Adjustment of expense-related allowances

C.3.1 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.

C.3.2 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

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

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

Name of employee: _____

Name of employer: _____

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

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

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

Amount of overtime worked: _____ hours and _____ minutes

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

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Schedule E—Agreement to Take Annual Leave in Advance

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

Name of employee: _____

Name of employer: _____

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

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

The leave in advance will commence on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule F—Agreement to Cash Out Annual Leave

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

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule G—2017 Part-day Public Holidays

G.3 and G.4 amended in accordance with [\[2019\] FWCFB 5145](#) at [52] and [PR712228](#)

G.2 amended in accordance with [\[2019\] FWCFB 8491](#) and [PR715162](#)

G.1 This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the [NES](#).

G.2 ~~Where a part-day public holiday is declared or prescribed between 6.00 pm and midnight, or 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:~~

- ~~(a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.~~
- ~~(b) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday 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 on the declared or prescribed part-day public holiday but as a result of being on annual leave does not work, they will be taken not to be on annual leave during the hours of the declared or prescribed part-day public holiday 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 on the declared or prescribed part-day public holiday, 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 G.2(f) applies, where an employee works any hours on the declared or prescribed part-day public holiday 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 on the declared or prescribed part-day public holiday.~~
- ~~(g) An employee not rostered to work on the declared or prescribed part-day public holiday, other than an employee who has exercised their right in accordance with clause G.2(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.~~

~~G.2~~ Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December 2017 in each year) or New Year's Eve (31 December 2017 in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

- ~~(a)~~ All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
- ~~(b)~~ Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
- ~~(c)~~ Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
- ~~(d)~~ Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
- ~~(e)~~ Excluding annualised salaried employees to whom paragraph clause G.2(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 paragraph clause G.2(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.

~~G.3~~ An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

~~G.3G.4~~ This schedule is not intended to detract from or supplement the NES.

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