

**PLAIN LANGUAGE EXPOSURE DRAFT – SECURITY SERVICES AWARD 2017**

This comparison document follows the sequence of the Plain Language Exposure Draft (8September 2017) (2<sup>nd</sup> column).

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<p><b>Part 1—Application and Operation of Award</b></p> <p><b>1. Title</b></p> <p>This award is the <i>Security Services Industry Award 2010</i>.</p> <p><b>2. Commencement and transitional</b></p> <p><b>2.1</b> This award commences on 1 January 2010.</p> <p><b>2.2</b> The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.</p> <p><b>2.3</b> This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional</p>	<p><b>Part 1—Application and Operation</b></p> <p><b>1. Title and commencement</b></p> <p><b>1.1</b> This is the <i>Security Services Industry Award [2017]</i>.</p> <p><b>1.2</b> This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.</p> <p><b>1.3</b> 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.</p> <p><b>1.4</b> 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.</p>

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<p>arrangements in Schedule A. The arrangements in Schedule A deal with:</p> <ul style="list-style-type: none"> <li>• minimum wages and piecework rates</li> <li>• casual or part-time loadings</li> <li>• Saturday, Sunday, public holiday, evening or other penalties</li> <li>• shift allowances/penalties.</li> </ul> <p><b>2.4</b> Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.</p> <p><b>2.5</b> The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.</p> <p><b>2.6</b> The Fair Work Commission may review the transitional arrangements:</p> <ul style="list-style-type: none"> <li>(a) on its own initiative; or</li> <li>(b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or</li> <li>(c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or</li> <li>(d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.</li> </ul>	
<p><b>3. Definitions and interpretation</b></p> <p><b>3.1</b> In this award, unless the contrary intention appears:</p> <p><b>Act</b> means the <i>Fair Work Act 2009</i> (Cth)</p> <p><b>agreement-based transitional instrument</b> has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p><b>award-based transitional instrument</b> has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p><b>basic crowd controller</b> means an employee who has less than 12 months’ experience as a Security Officer</p> <p><b>cash-in-transit</b> is the transport, delivery and receipt of valuables and includes the movement in a vehicle, usually an armoured vehicle, of valuables such as cash, securities, jewels, bullion and other financial instruments on behalf of other persons for reward and includes the replenishing of automatic teller machines (ATMs)</p> <p><b>Central station</b> (also known as “monitoring station”) means a facility that remotely monitors intruder alarm systems from sites that are not co-located with the centre and complies with AS 2201.2, which monitors intruder alarm systems and provides specific responses. Central station staff do not themselves physically attend the location of any alarms.</p> <p><b>change of contract</b> means the termination of a particular contract for security services with an employer and the commencement of a new contract with a different employer to perform similar work at the same location</p> <p><b>crowd controller</b> means a person who is employed or retained principally to maintain order at any public place, including but not limited to licensed venues or events, by doing all or any of the following:</p> <ul style="list-style-type: none"> <li>• screening entry into; or</li> </ul>	<p><b>2. Definitions</b></p> <p>In this award:</p> <p><b>Act</b> means the <i>Fair Work Act 2009</i> (Cth).</p> <p><b>basic crowd controller</b> means an employee who has less than 12 months’ experience as a Security Officer at any level.</p> <p><b>broken shift</b>, see clause 13.3(h).</p> <p><b>cash-in-transit</b> is the transport, delivery and receipt of valuables (including cash, bullion, jewels, securities and other financial instruments) and includes:</p> <ul style="list-style-type: none"> <li>(a) the movement of valuables in an armoured or other vehicle on behalf of other persons for reward; and</li> <li>(b) the replenishing of automatic teller machines (ATMs).</li> </ul> <p><b>change of contract</b>, 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.</p> <p><b>crowd controller</b> 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:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(b) monitoring or controlling behaviour in the place; or</li> <li>(c) removing any person from the place; or</li> </ul>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ordinary pay** is defined in clauses 0 and 0

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

**shiftworker** is defined in clause 24.2

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

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

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

(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*) 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:

- maximum weekly hours (Division 3);
- requests for flexible working arrangements (Division 4);
- parental leave and related entitlements (Division 5);
- annual leave (Division 6);
- personal/carer's leave and compassionate leave (Division 7);
- community service leave (Division 8);
- long service leave (Division 9);
- public holidays (Division 10);
- notice of termination and redundancy pay (Division 11);
- 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 21.3.

**relieving officer** means an employee who is appointed for the purpose of relieving another security officer at short notice.

**security services industry**, see clause 4.2.

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	<p><b>standard rate</b> means the minimum weekly rate for a Security Officer Level 3 in <b>Table 4—Minimum rates</b>.</p> <p><b>State reference public sector modern award</b> has the meaning given by subitem 3(2) of Schedule 6A to the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth).</p> <p><b>State reference public sector transitional award</b> has the meaning given by subitem 2(1) of Schedule 6A to the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth).</p> <p><b>Table 1—Facilitative provisions</b> means the Table in clause 7.2.</p> <p><b>Table 2—Entitlements to rest break(s)</b> means the Table in clause 14.2.</p> <p><b>Table 3—Long breaks</b> means the Table in clause 14.6(a).</p> <p><b>Table 4—Minimum rates</b> means the Table in clause 15.</p> <p><b>Table 5—Overtime rates</b> means the Table in clause 21.3(a).</p> <p><b>Table 6—Call back</b> means the Table in clause 21.5.</p> <p><b>Table 7—Penalty rates</b> means the Table in clause 22.2.</p>
<p><b>5. Access to the award and the National Employment Standards</b></p> <p>The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.</p> <p><b>6. The National Employment Standards and this award</b></p> <p>The NES and this award contain the minimum conditions of employment for employees covered by this award.</p>	<p><b>3. The National Employment Standards and this award</b></p> <p><b>3.1</b> The National Employment Standards (NES) and this award contain the minimum conditions of employment for employees covered by this award.</p> <p><b>3.2</b> Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p> <p><b>3.3</b> 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.</p>
<p><b>4. Coverage</b></p> <p><b>4.1</b> This industry award covers employers throughout Australia in the security services industry and their employees in the classifications listed in Schedule C—Classifications to the exclusion of any other modern award.</p> <p><b>4.2</b> To avoid doubt, the security services industry includes:</p> <ul style="list-style-type: none"> <li>(a) patrolling, protecting, screening, watching or guarding any people and/or property, including cash or other valuables, by physical means (which may involve the use of patrol dogs or the possession or use of a firearm) or by electronic means;</li> <li>(b) crowd, event or venue control whether through physical or electronic means;</li> <li>(c) body guarding or close personal protection;</li> <li>(d) the operation of a security control room or monitoring centre;</li> <li>(e) loss prevention; and</li> <li>(f) traffic control when it is incidental to, or associated with, the activities referred to in clauses 4.2(a), (b) or (c).</li> </ul> <p><b>4.3</b> To avoid doubt, this award does not apply to an employer merely because that employer, as an incidental part of a business that is covered by another modern award, has employees who perform functions referred to in clause 4.2.</p>	<p><b>4. Coverage</b></p> <p><b>4.1</b> This industry award covers, to the exclusion of any other modern award:</p> <ul style="list-style-type: none"> <li>(a) employers in the security services industry throughout Australia; and</li> <li>(b) employees (with a classification defined in Schedule A—Classification Definitions) of employers mentioned in paragraph (a).</li> </ul> <p><b>4.2</b> For the purposes of clause 4.1, <b>security services industry</b> includes:</p> <ul style="list-style-type: none"> <li>(a) patrolling, protecting, screening, watching or guarding any people or property (including valuables): <ul style="list-style-type: none"> <li>(i) by physical means (which may involve the use of patrol dogs or the possession or use of a firearm); or</li> <li>(ii) by electronic means; and</li> </ul> </li> <li>(b) crowd control, event control or venue control, whether by physical or electronic means; and</li> <li>(c) the provision of bodyguard or close personal protection services; and</li> <li>(d) the operation of a monitoring centre; and</li> </ul>

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<p><b>4.4</b> This award does not cover an employer in respect of:</p> <ul style="list-style-type: none"> <li>(a) any cash-in-transit portion of the employer’s business;</li> <li>(b) the operation of prisons, correctional or other detention facilities;</li> <li>(c) the installation, maintenance or repair of electronic alarm and/or monitoring systems; or</li> <li>(d) the installation, maintenance, repair or replenishing of ATMs.</li> </ul> <p><b>4.5</b> To avoid doubt, the exclusion in clause 4.4(a) is not intended to exclude an employer from coverage of this award in respect of an employee merely because the employee collects, transports and/or delivers cash or valuables as a minor or incidental part of the employee’s duties.</p> <p><b>4.6</b> The award does not cover an employee excluded from award coverage by the Act.</p> <p><b>4.7</b> The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p> <p><b>4.8</b> The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p> <p><b>4.9</b> This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award</p> <p><b>4.10</b> Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.</p> <p>NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage. The <i>Clerks—Private Sector Award 2010</i> will usually cover clerical employees of employers covered by this award.</p>	<ul style="list-style-type: none"> <li>(e) loss prevention; and</li> <li>(f) traffic control that is incidental to, or associated with, the activities referred to in paragraphs (a), (b) or (c).</li> </ul> <p><b>4.3</b> An employer is not covered by this award merely because, as a minor or incidental part of a business covered by another modern award, the employer has employees who perform functions mentioned in clause 4.2.</p> <p><b>4.4</b> This industry award also covers:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(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.</li> </ul> <p><b>4.5</b> However, this industry award does not cover any of the following:</p> <ul style="list-style-type: none"> <li>(a) employees excluded from award coverage by the Act; or NOTE: See section 143(7) of the Act.</li> <li>(b) employees covered by a modern enterprise award or an enterprise instrument; or</li> <li>(c) employees covered by a State reference public sector modern award or a State reference public sector transitional award; or</li> <li>(d) employers of employees mentioned in paragraph (b) or (c).</li> </ul> <p><b>4.6</b> This industry award also does not cover an employer in respect of:</p> <ul style="list-style-type: none"> <li>(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).</li> <li>(b) the operation of prisons or correctional or other detention facilities; or</li> <li>(c) the installation, maintenance or repair of electronic alarm or monitoring systems; or</li> <li>(d) the installation, maintenance, repair or replenishing of ATMs.</li> </ul> <p><b>4.7</b> 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.</p> <p><b>4.8</b> 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.</p> <p>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 <i>Clerks—Private Sector Award 2017</i> may cover clerical employees of employers covered by this award.</p>
<p><i>No provision in current award</i></p>	<p><b>5. Effect of variations made by the Fair Work Commission</b></p> <p>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.</p>

**7. Award flexibility**

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

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

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

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

- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
- (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

**7.4** The agreement between the employer and the individual employee must also:

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

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

**7.6** Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

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

**7.8** The agreement may be terminated:

- (a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- (b) at any time, by written agreement between the employer and the individual employee.

**6. Individual flexibility arrangements**

**6.1** 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.

**6.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.

**6.3** An agreement may only be made after the individual employee has commenced employment with the employer.

**6.4** 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.

**6.5** 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.

**6.6** 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.

**6.7** 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.

**6.8** Except as provided in clause 6.9, an agreement must not require the approval or consent of a person other than the employer and the employee.

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

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

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<p>Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see s.145 of the <i>Fair Work Act 2009</i> (Cth)).</p> <p><b>7.9</b> The notice provisions in clause 7.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 7.8(a), subject to four weeks’ notice of termination.</p> <p><b>7.10</b> The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.</p>	<p><b>6.11</b> An agreement may be terminated:</p> <p>(a) at any time, by written agreement between the employer and the employee; or</p> <p>(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).</p> <p>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).</p> <p><b>6.12</b> An agreement terminated as mentioned in clause 6.11(b) ceases to have effect at the end of the period of notice required under that clause.</p> <p><b>6.13</b> The right to make an agreement under clause 6 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.</p>																								
<p><i>No provision in current award</i></p>	<p><b>7. Facilitative provisions for flexible working practices</b></p> <p><b>7.1</b> 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.</p> <p><b>7.2</b> The following clauses have facilitative provisions:</p> <p><b>Table 1—Facilitative provisions</b></p> <table border="1" data-bbox="1596 982 2644 1566"> <thead> <tr> <th>Clause</th> <th>Provision</th> <th>Agreement between an employer and:</th> </tr> </thead> <tbody> <tr> <td>13.3(c)</td> <td>Ordinary hours of work and rostering—shift duration</td> <td>the majority of employees</td> </tr> <tr> <td>13.7(a)</td> <td>Rostered days off</td> <td>the majority of employees</td> </tr> <tr> <td>13.7(b)</td> <td>Moving rostered day off</td> <td>an individual employee</td> </tr> <tr> <td>21.4</td> <td>Time off instead of payment for overtime</td> <td>an individual employee</td> </tr> <tr> <td>23.8</td> <td>Annual leave in advance</td> <td>an individual employee</td> </tr> <tr> <td>23.9</td> <td>Cashing out of annual leave</td> <td>an individual employee</td> </tr> <tr> <td>27.2</td> <td>Substitution of public holidays by agreement</td> <td>the majority of employees</td> </tr> </tbody> </table>	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	21.4	Time off instead of payment for overtime	an individual employee	23.8	Annual leave in advance	an individual employee	23.9	Cashing out of annual leave	an individual employee	27.2	Substitution of public holidays by agreement	the majority of employees
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<p><b>Part 3—Types of Employment and Termination of Employment</b></p> <p><b>10. Types of employment</b></p> <p><b>10.1</b> Employees under this award will be employed in one of the following categories:</p> <p>(a) full-time;</p>	<p><b>Part 2—Types of Employment and Classifications</b></p> <p><b>8. Types of employment</b></p> <p><b>8.1</b> An employee covered by this award must be one of the following:</p> <p>(a) a full-time employee; or</p>																								



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<p>(b) part-time; or</p> <p>(c) casual.</p> <p><b>10.2</b> At the time of engagement, an employer will inform each employee of the terms of their engagement and in particular whether they are to be full-time, part-time or casual. Such decision will then be recorded in a time and wages record.</p>	<p>(b) a part-time employee; or</p> <p>(c) a casual employee.</p> <p><b>8.2</b> 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.</p>
<p><b>10.3 Full-time employees</b></p> <p>A full-time employee is an employee who is employed in a classification in Schedule C—Classifications and engaged to work 38 ordinary hours per week, or, where the employee is employed on a roster, an average of 38 hours per week over the roster cycle.</p>	<p><b>9. Full-time employment</b></p> <p>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.</p>
<p><b>10.4 Part-time employees</b></p> <p>(a) A part-time employee is an employee who is employed in a classification in Schedule C—Classifications and who:</p> <p>(i) is engaged to work fewer than 38 ordinary hours per week or, where the employer operates a roster, an average of fewer than 38 hours per week over the roster cycle; and</p> <p>(ii) has reasonably predictable hours of work; and</p> <p>(iii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.</p> <p>(b) At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work either:</p> <p>(i) specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day; or</p> <p>(ii) specifying the roster that the employee will work (including the actual starting and finishing times for each shift) together with days or parts of days on which the employee will not be rostered.</p> <p>(c) Any agreed variation to the hours of work will be recorded in writing.</p> <p>(d) All time worked in excess of the hours as agreed under clause 10.4(b) or varied under clause 10.4(c) will be overtime and paid for at the rates prescribed in clause 23—Overtime.</p> <p>(e) An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be employed as a casual employee.</p> <p>(f) A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.</p>	<p><b>10. Part-time employment</b></p> <p>Part-time employment provisions may be affected by AM2014/196</p> <p><b>10.1</b> 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 a roster cycle of between 2 and 8 weeks, and whose hours of work are reasonably predictable, is a part-time employee.</p> <p><b>10.2</b> An employer may employ part-time employees with any classification defined in Schedule A—Classification Definitions.</p> <p><b>10.3</b> This award applies to a part-time employee in the same way that it applies to a full time employee except as otherwise expressly provided by this award.</p> <p><b>10.4</b> A part-time employee is entitled to payments in respect of annual leave and personal/carer’s leave on a proportionate basis.</p> <p><b>10.5</b> At the time of engaging a part-time employee, the employer must agree in writing with the employee on a regular pattern of work.</p> <p><b>10.6</b> If the agreement under clause 10.5 is that the employee will work on a roster, the agreement must specify at least the following:</p> <p>(a) the starting and finishing times for each shift; and</p> <p>(b) the days or part days on which the employee will not be rostered.</p> <p><b>10.7</b> If the agreement under clause 10.5 is that an employee will work otherwise than on a roster, the agreement must specify all of the following:</p> <p>(a) the number of hours to be worked each day; and</p> <p>(b) the days of the week on which the employee will work; and</p> <p>(c) the times at which the employee will start and finish work each day.</p> <p><b>10.8</b> Any variation agreed by the employer and the employee to the number of hours to be worked must be in writing.</p> <p><b>10.9</b> A part-time employee must be paid in accordance with clause 15—Minimum rates for each ordinary hour worked.</p>

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<p><b>10.5 Casual employees</b></p> <p>(a) A casual employee is an employee who is engaged and paid as such.</p> <p>(b) <b>Casual loading</b></p> <p>In addition to the ordinary hourly rate and penalty rates payable for shift, weekend and public holiday work payable to full-time employees, casual employees will be paid a loading of 25% of the ordinary hourly rate for the classification in which they are employed.</p>	<p><b>11. Casual employment</b></p> <p>Casual employment provisions may be affected by AM2014/197</p> <p><b>11.1</b> An employee who is not covered by clause 9—Full-time employment or clause 10—Part-time employment must be engaged and paid as a casual employee.</p> <p><b>11.2 Casual loading</b></p> <p>(a) An employer must pay a casual employee for each ordinary hour worked a loading of <b>25%</b> on top of the minimum hourly rate otherwise applicable under <b>Table 4—Minimum rates</b>.</p> <p>(b) The casual loading is paid in addition to any penalty rates for shift, weekend or public holiday work payable to full-time employees.</p> <p>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.</p>
<p><b>Part 4—Minimum Wages and Related Matters</b></p> <p><b>13. Classifications</b></p> <p><b>13.1</b> Classifications are set out in Schedule C—Classifications. An employee performing work falling within the classification descriptions in Schedule C must be employed in a classification in Schedule C.</p> <p><b>13.2</b> Despite an employee’s classification, an employee is to perform all duties incidental to the tasks of the employee that are within the employee’s level of skill, competence and training.</p> <p><i>(Clause 10.6 - moved from clause 10 to clause 12)</i></p> <p><b>10.6 Licensing</b></p> <p>(a) This clause applies where State or Territory legislation making provision for the licensing of persons who perform work falling within the classifications in this award applies to an employer.</p> <p>(b) It is the responsibility of the employer to ensure that an employee holds the appropriate licence for:</p> <p>(i) the classification in which the employee is employed; or</p> <p>(ii) the work the employee is required to perform.</p> <p>(c) An employee who is employed in a classification in Schedule C—Classifications does not lose any entitlements under this award merely because the employee does not hold an appropriate licence.</p> <p>(d) Where an employee’s security license has expired and not renewed, or been revoked, suspended or refused by the appropriate licensing authority and as a result the employee cannot carry out a security activity, the employer may stand the employee down from work without pay for a period of 2 weeks or such other period as may be agreed between the employer and the employee in order to resolve the licensing issue.</p>	<p><b>12. Classifications</b></p> <p><b>12.1</b> An employer must classify an employee covered by this award in accordance with Schedule A—Classification Definitions.</p> <p><b>12.2</b> 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.</p> <p>NOTE: The minimum rates applicable to the classifications in this award are in <b>Table 4—Minimum rates</b>.</p> <p><b>12.3 Licensing</b></p> <p>(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.</p> <p>(b) The employer must ensure that an employee holds the appropriate licence for the work the employee is required to perform.</p> <p>(c) An employee does not lose any entitlements under this award merely because the employee does not hold an appropriate licence.</p> <p>(d) Paragraph (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.</p> <p>(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.</p>
<p><b>Part 5—Hours of Work and Related Matters</b></p> <p><b>21. Ordinary hours of work and rostering</b></p> <p><b>21.1 Ordinary hours and roster cycles</b></p> <p>(a) The ordinary hours of work are 38 hours per week or, where the employer chooses to operate a roster, an average of 38 hours per week to be worked on one of the following bases at the discretion of the employer:</p>	<p><b>Part 3—Hours of Work</b></p> <p><b>13. Ordinary hours of work and rostering</b></p> <p>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 employment.</p> <p><b>13.1</b> If the employer chooses to operate a roster, the average of 38 ordinary hours per week required for full-time</p>

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<p>(i) 76 hours within a roster cycle not exceeding two weeks;</p> <p>(ii) 114 hours within a roster cycle not exceeding three weeks;</p> <p>(iii) 152 hours within a roster cycle not exceeding four weeks; or</p> <p>(iv) 304 hours within a roster cycle not exceeding eight weeks.</p> <p>(b) The following time is ordinary working time for the purposes of this clause and must be paid for as such:</p> <p>(i) crib breaks;</p> <p>(ii) time occupied by an employee in filling in any time record or cards or in the making of records (other than time spent checking in or out when entering or leaving the employer’s premises);</p> <p>(iii) time spent attending a court in the interest of the employer or any client of the employer in relation to any matter arising out of or in connection with the employee’s duties;</p> <p>(iv) time spent fitting the employee’s own vehicle with any equipment or markings required by the employer (in relation to which the cost of any such equipment and markings must be met by the employer) unless the installation is required by reason of the employee choosing to change vehicles within three years of an initial fitting of equipment or markings; and</p> <p>(v) time spent at the direction of the employer attending training courses (other than any course undertaken by an employee in order to obtain a security licence where the employee does not already hold a security licence under licencing legislation).</p>	<p>employment may be worked in any of the following ways at the discretion of the employer:</p> <p>(a) 76 hours over a roster cycle of up to 2 weeks; or</p> <p>(b) 114 hours over a roster cycle of up to 3 weeks; or</p> <p>(c) 152 hours over a roster cycle of up to 4 weeks; or</p> <p>(d) 304 hours over a roster cycle of up to 8 weeks.</p> <p><b>13.2</b> For the purposes of clause 13 the following time is ordinary working time and must be paid for as such:</p> <p>(i) rest breaks mentioned in clause 14.2 (Breaks); and</p> <p>(ii) 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</p> <p>(iii) 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</p> <p>(iv) 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</p> <p>(v) 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—Licencing, in order to obtain such a licence.</p>
<p><b>21.2 Shift duration</b></p> <p>(a) Ordinary time shifts must be limited in duration to:</p> <p>(i) for casual employees—a minimum of four and a maximum of 10 ordinary hours;</p> <p>(ii) for full-time employees—a minimum of 7.6 and a maximum of 10 ordinary hours; and</p> <p>(iii) for part-time employees—a minimum of one fifth of the employee’s agreed weekly hours or four hours (whichever is the greater) and a maximum of 10 ordinary hours.</p> <p>(b) Notwithstanding clause 21.2(a), by agreement between the employer and the majority of employees concerned in a particular establishment, ordinary working hours exceeding 10 but not exceeding 12 hours per shift may be introduced subject to:</p> <p>(i) proper health monitoring procedures being introduced;</p> <p>(ii) suitable roster arrangements being made;</p> <p>(iii) proper supervision being provided;</p> <p>(iv) adequate breaks being provided; and</p> <p>(v) an adequate trial or review process being implemented where 12 hour shifts are being introduced for the first time.</p> <p>(c) Employees are entitled to be represented for the purposes of negotiating such an agreement. Once agreement is reached it must be reduced to writing and kept as a time and wages record.</p> <p>(d) Clause 21.2(b) is not intended to prevent an employer implementing 12 hour rosters through the use of regular rostered overtime (subject to the requirements in s.62 of the Act in relation to the right of an employer to require reasonable overtime) or individual flexibility agreements made pursuant to clause 7—Award flexibility.</p>	<p><b>13.3 Shift duration</b></p> <p>(a) The minimum number of ordinary hours that an employee may be rostered to work on a shift is:</p> <p>(i) for a full-time employee, 7.6; and</p> <div data-bbox="1676 1098 2650 1192" style="border: 1px solid black; background-color: #e0f0e0; padding: 5px;"> <p>Subparagraph 13.3(ii) may restrict flexibility in rostering arrangements. Parties are invited to comment.</p> </div> <p>(ii) for a part-time employee, <b>20%</b> of the agreed weekly ordinary hours or 4, whichever is the greater; and</p> <p>(iii) for a casual employee, 4.</p> <p>(b) The maximum number of ordinary hours that an employee may be rostered to work on a shift is 10.</p> <p>(c) By agreement between the employer and the majority of employees at a particular establishment, an employee may be rostered to work up to 12 ordinary hours per shift if:</p> <p>(i) proper health monitoring procedures are introduced; and</p> <p>(ii) suitable roster arrangements are made; and</p> <p>(iii) proper supervision is provided; and</p> <p>(iv) adequate breaks are provided; and</p> <p>(v) an adequate trial or review process is implemented when 12 hour shifts are first introduced.</p> <p>(d) An employee may be represented by a union or other representative nominated by them in any discussion about the making of an agreement under paragraph (c).</p> <p>(e) An agreement under paragraph (c) must be recorded in writing and kept by the employer as a time and wages</p>

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<p><b>21.7 Broken shifts</b></p> <p>Employees may be rostered to work ordinary hours in up to two periods of duty, exclusive of crib breaks, per day, with a minimum payment of three hours for each period of duty.</p>	<p>record.</p> <p>(f) Paragraph (c) does not prevent an employer from implementing 12 hour rosters through the use of regular rostered overtime or individual flexibility agreements.</p> <p>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.</p> <p>(g) Hours of work on a shift are continuous, except for rest breaks and meal breaks as specified in clause 14—Breaks.</p> <p>(h) However, an employee may be rostered to work ordinary hours in up to 2 periods of duty, exclusive of rest breaks, (<b>broken shifts</b>) and must be paid for at least 3 hours for each period of duty even if the employee works for a shorter time.</p> <p>NOTE: An allowance is payable for working a broken shift, see clause 19.4—Broken shift allowance.</p>
<p><b>21.8 Shift start/end times</b></p> <p>Except in the case of a broken shift, shifts must be continuous and an employee’s commencing and ceasing times of ordinary hours of work must operate at the actual job or work station. However:</p> <p>(a) where an employee is required to collect (prior to proceeding to the work site) or return (after completion of duty) company equipment (such as a gun, keys, car, etc.) from a location other than the actual work site or sites; and</p> <p>(b) the collection and/or return of such equipment adds more than 15 minutes to the time which would otherwise be required for the employee to travel between the employee’s normal work site or location and the employee’s residence;</p> <p>the commencing and ceasing times of ordinary work must operate from such point of collection and such point of return respectively.</p>	<p><b>13.4 Shift start/end times</b></p> <p>(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.</p> <p>(b) However, paragraph (c) applies if:</p> <p>(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</p> <p>(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.</p> <p>(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.</p>
<p><b>21.12 Display of roster and notice of change of roster</b></p> <p>The employer must notify employees who work their ordinary hours in accordance with a roster of the commencing and ceasing times of their rostered hours of work either by posting the roster on a noticeboard which is conveniently located at or near the workplace or through electronic means. Such times, once notified, may not be changed without the payment of overtime, or by seven days’ notice given in accordance with this clause. However, by agreement between the employer and the employee less than seven days’ notice may be substituted.</p>	<p><b>13.5 Display of roster and notice of change of roster</b></p> <p>(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.</p> <p>(b) The employer must post the roster in an obvious place that is easily accessible by the affected employees.</p> <p>(c) The employer and an employee may agree to change the employee’s roster at any time, or the employer may change the employee’s roster by giving the employee 7 days’ notice of the change.</p>
<p><b>21.11 Notice of rosters</b></p> <p>Employees (other than relieving officers and casual employees) must work their ordinary hours of work in accordance with a roster for which advance notice has been given. A relieving officer or casual employee may also, at the employer’s discretion, work their ordinary hours of work in accordance with a roster for which advance notice has been given.</p>	<p><b>13.6 Notice of rosters</b></p> <p>Parties are asked to suggest a length of time for “advance notice”. Also see clause 2—Definitions for the definition of “relieving officer” which refers to “short notice”.</p> <p>(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.</p> <p>(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.</p> <p>NOTE: An allowance is payable for being appointed as a relieving officer: see clause 19.6—Relieving officer allowance.</p>



**21.9 Rostered days off**

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

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

- (b) Where any rostered day off prescribed by clause 21.9(a) above falls on a public holiday, the next working day will be taken in substitution for the rostered day off unless an alternative day in the current cycle or the next is agreed in writing between the employer and the employee.
- (c) Where agreement has been reached between the employee and employer, up to 10 rostered days off may be banked and taken at an agreed time.
- (d) An employee who fails to attend for work on the working day before or the working day after a rostered day off without the consent of the employer or without evidence in accordance with s.107 of the Act will not be paid for such rostered day off.

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

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

**21.6 Meal and crib breaks**

**(a) Meal breaks**

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

**(b) Crib breaks**

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

**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)**

<b>Column 1</b>	<b>Column 2</b>
<b>Hours worked per shift</b>	<b>Breaks</b>
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)
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 impracticable to have the meal break).

**14.4** However, the meal break must be a paid meal break if the employee is not permitted to leave the workplace, or to be unavailable for work, during the break.

**21.3 Break between successive shifts**

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

*(Clause 23.5 - moved from clause 23 to clause 14)*

**23.5 Minimum break following overtime**

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

**14.5 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 14.5(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 14.5(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 \$20.54.

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

If George starts work at his rostered time of 7.00 am on Wednesday, he must be paid overtime at 200% of his 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: \$20.54 x 200% = \$41.08. \$41.08 x 7.6 = \$312.20.

George would be paid a total of **\$312.20** 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.  
 If George works 7.6 hours on Wednesday, he will be paid his minimum hourly rate for those hours: \$20.54 x 7.6 = \$156.10.  
 George would be paid a total of **\$156.10** for Wednesday in this case.

**21.4 Long breaks**

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

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

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

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

(b) 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.

**14. Minimum wages**

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

Employee classification	Minimum weekly rate
	\$
Security Officer Level 1	780.70
Security Officer Level 2	803.10
Security Officer Level 3	816.70
Security Officer Level 4	830.30
Security Officer Level 5	857.20

**Part 4—Wages and Allowances**

**15. Minimum rates**

**15.1** An employer must pay an employee the minimum hourly rate specified in column 3 (or for a full-time employee the minimum weekly rate specified in column 2) in accordance with the employee classification specified in column 1 of **Table 4—Minimum rates**.

**Table 4—Minimum rates**

Column 1	Column 2	Column 3
Employee Classification	Minimum weekly rate	Minimum hourly rate
Security Officer Level 1	\$780.70	\$20.54
Security Officer Level 2	\$803.10	\$21.13
Security Officer Level 3	\$816.70	\$21.49
Security Officer Level 4	\$830.30	\$21.85
Security Officer Level 5	\$857.20	\$22.56

Security Services Industry Award 2010	Plain language exposure draft – Security Services Award 2017
	<p>NOTE 1: Provisions for calculating rates for casual employees are at clause 11—Casual employment.</p> <p>NOTE 2: Schedule B—Summary of Hourly Rates of Pay contains a summary of hourly rates of pay including casual, overtime and penalty rates.</p>
<p><b>18. Higher duties</b></p> <p><b>18.1</b> An employee who is required to do work for which a higher rate is fixed than that provided for their ordinary duties will, if such work exceeds a total of four hours on any day, be paid at the higher rate for all work done on such day.</p> <p><b>18.2</b> In all other cases the employee will be paid the higher rate for the actual time worked.</p>	<p><b>16. Higher duties</b></p> <p><b>16.1</b> 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 <b>Table 4—Minimum rates</b> for that higher classification for the whole of that day or shift.</p> <p><b>16.2</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 <b>Table 4—Minimum rates</b> for that higher classification for the time during which those duties were performed.</p>
<p><b>19. Payment of wages</b></p> <p>Payment of wages will be made by cheque or electronic funds transfer, either weekly or fortnightly. Payment will be made not later than Thursday in the pay week. Where a public holiday falls in that week, payment will be made by Friday. Where a public holiday falls on a Friday, payment will be made no later than Wednesday of that week.</p>	<p><b>17. Payment of wages</b></p> <p><b>17.1</b> The employer may determine the pay period of an employee as being either weekly or fortnightly.</p> <p><b>17.2</b> Wages may be paid on any day of the week other than a Friday, Saturday or Sunday. However, wages may be paid on the Friday of a week during which there is a public holiday or, if Friday is a public holiday, on Monday, Tuesday or Wednesday of that week.</p> <p><b>17.3</b> Wages may be paid, without cost to the employee, by cheque or electronic funds transfer into a bank account nominated by the employee.</p> <p>NOTE: The Fair Work Regulations set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid. See Part 3-6, Division 3—Employer obligations in relation to employee records and pay slips.</p>
<p><b>14.2 National training wage</b></p> <p>(a) Schedule E to the <i>Miscellaneous Award 2010</i> sets out minimum wage rates and conditions for employees undertaking traineeships.</p> <p>(b) This award incorporates the terms of Schedule E to the <i>Miscellaneous Award 2010</i> as at 1 July 2017. Provided that any reference to “this award” in Schedule E to the <i>Miscellaneous Award 2010</i> is to be read as referring to the <i>Security Services Industry Award 2010</i> and not the <i>Miscellaneous Award 2010</i>.</p>	<p><b>18. National training wage</b></p> <p><b>18.1</b> Schedule E to the <i>Miscellaneous Award 2010</i> sets out minimum wage rates and conditions for employees undertaking traineeships.</p> <p><b>18.2</b> This award incorporates the terms of Schedule E to the <i>Miscellaneous Award 2010</i> as at 1 July 2017. For that purpose, any reference to “this award” in Schedule E to the <i>Miscellaneous Award 2010</i> is to be read as referring to the <i>Security Services Industry Award 2010</i> and not the <i>Miscellaneous Award 2010</i>.</p>
<p><b>15. Allowances</b></p> <p>To view the current monetary amounts of work-related allowances refer to the Allowances Sheet.</p> <p><b>15.1 Allowance rates</b></p> <p>Employers must pay to an employee such allowances as the employee is entitled to under this clause at the following rates (which are expressed as a percentage of the standard rate being the minimum weekly wage for the Security Officer Level 3 classification):</p> <p>(a) <b>Wage related allowances</b></p>	<p><b>19. Allowances</b></p> <p><b>19.1</b> Clause 19 gives employees an entitlement to monetary allowances of specified kinds in specified circumstances.</p> <p>NOTE: Schedule C—Summary of Monetary Allowances contains a summary of monetary allowances and methods of adjustment.</p>



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

**(b) Expense related allowances**

Allowance	Payable	Rate
Meal	if required to work more than 1 hour beyond end of shift without notice	\$16.16
Vehicle:	if employee is required to use their own vehicle	
motor vehicle		\$0.78 per km
motorcycle		\$0.26 per km

**15.2 Adjustment of expense related allowances**

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

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

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

**15.4 First aid allowance**

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

**19.2 First aid allowance**

**(a)** Clause 19.2 applies to an employee who:

- (i)** holds a current Senior First Aid Certificate (also known as Apply First Aid or Workplace Level 2); 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 **\$5.55** per shift up to a maximum of **\$27.60** per week.

**15.5 Firearm allowance**

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

**19.3 Firearm allowance**

The employer of an employee who is required to carry a firearm must pay the employee a firearm allowance of **\$2.78** per shift, up to a maximum of **\$13.88** per week.

**15.6 Broken shift allowance**

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

**19.4 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 **\$13.23** per broken shift.

**Example 2 – Broken shift (full-time employee)**

Jimmy is a full-time Level 3 employee. His minimum hourly rate is \$21.49.

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:  
 $\$21.49 \times 4 = \$85.96$ .

**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 =  $\$21.49 \times 121.7\% = \$26.15$ .  
 $\$26.15 \times 3.6 = \$94.15$ .

**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 =  $\$85.96 + \$94.15 + \$13.23 = \$193.34$ .

Jimmy would be paid a total of **\$193.34** 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.

**15.7 Supervision allowance**

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

**19.5 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—**\$34.46** per week; or
- (b) 6 to 10 employees—**\$39.77** per week; or
- (c) 11 to 20 employees—**\$51.62** per week; or
- (d) Over 20 employees—**\$60.93** per week.

**15.8 Relieving officer allowance**

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

**19.6 Relieving officer allowance**

Parties are asked to provide submissions on how a weekly allowance works in practice. The allowance is payable for an appointment at short notice.

Security Services Industry Award 2010	Plain language exposure draft – Security Services Award 2017
	<p>(a) The employer must pay the employee who is appointed as a relieving officer an allowance of <b>\$34.14</b> per week.</p> <p>(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.</p>
<p><b>15.10 Aviation allowance</b></p> <p>An aviation allowance is payable to an employee who is performing airport security work at a security regulated airport.</p>	<p><b>19.7 Aviation allowance</b></p> <p>The employer of an employee who is performing airport security work at a security regulated airport must pay the employee an aviation allowance of <b>\$1.53</b> per hour.</p>
<p><b>15.3 Meal allowance</b></p> <p>A meal allowance is payable to an employee who is required to work more than one hour beyond the completion of the employee's ordinary shift unless the employee was notified the previous day of the requirement to work additional time.</p>	<p><b>19.8 Meal allowance</b></p> <p>(a) Clause 19.8 applies to an employee who:</p> <p>(i) is required to work overtime of more than one hour after the completion of their ordinary shift; and</p> <p>(ii) was not advised of that requirement on or before the previous day.</p> <p>(b) The employer must pay the employee a meal allowance of <b>\$16.16</b>.</p>
<p><b>15.9 Vehicle allowance</b></p> <p>A vehicle allowance is payable to an employee who is required to use the employee's own motor vehicle or motor cycle for work purposes.</p>	<p><b>19.9 Vehicle allowance</b></p> <p>(a) Clause 19.9 applies if an employer requires an employee to use their own motor vehicle or motor cycle in performing their duties.</p> <p>(b) The employer must pay the employee a vehicle allowance for each kilometre travelled as follows:</p> <p>(i) motor vehicle—<b>\$0.78</b>;</p> <p>(ii) motor cycle—<b>\$0.26</b>.</p>
<p><b>15.11 Other matters</b></p> <p>(a) <b>Torch</b></p> <p>Where an employee is required to use a torch, the employer must provide the employee with a torch and batteries.</p> <p>(b) <b>Uniform</b></p> <p>Where an employee is required to wear a uniform the employer must provide the employee with the uniform or reimburse the employee for the cost of the uniform.</p>	<p><b>19.10 Torch and uniform</b></p> <p>(a) If the employer requires an employee to use a torch, the employer must supply the employee with a torch and batteries.</p> <p>(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.</p>
<p><b>16. District allowances</b></p> <p><b>17. Accident pay</b></p>	<p><i>Clauses removed – obsolete</i></p>
<p><b>20. Superannuation</b></p> <p><b>20.1 Superannuation legislation</b></p> <p>(a) Superannuation legislation, including the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth), the <i>Superannuation Guarantee Charge Act 1992</i> (Cth), the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth) and the <i>Superannuation (Resolution of Complaints) Act 1993</i> (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.</p>	<p><b>20. Superannuation</b></p> <div style="border: 1px solid black; background-color: #e0f0e0; padding: 5px; margin-bottom: 10px;"> <p>This clause has not been drafted in plain language in accordance with section 156(2)(c) of the Act</p> </div> <p><b>20.1 Superannuation legislation</b></p> <p>(a) Superannuation legislation, including the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth), the <i>Superannuation Guarantee Charge Act 1992</i> (Cth), the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth) and the <i>Superannuation (Resolution of Complaints) Act 1993</i> (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees</p>

Security Services Industry Award 2010	Plain language exposure draft – Security Services Award 2017
<p>(b) The rights and obligations in these clauses supplement those in superannuation legislation.</p> <p><b>20.2 Employer contributions</b></p> <p>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.</p> <p><b>20.3 Voluntary employee contributions</b></p> <p>(a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 20.2.</p> <p>(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.</p> <p>(c) The employer must pay the amount authorised under clauses 20.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 20.3(a) or (b) was made.</p> <p><b>20.4 Superannuation fund</b></p> <p>Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 20.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 20.2 and pay the amount authorised under clauses 20.3(a) or (b) to one of the following superannuation funds or its successor:</p> <p>(a) AustralianSuper;</p> <p>(b) Sunsuper; or</p> <p>(c) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme.</p> <p>(d) a superannuation fund or scheme which the employee is a defined benefit member of.</p> <p><b>20.5 Absence from work</b></p> <p>Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 20.2 and pay the amount authorised under clauses 20.3(a) or (b):</p> <p>(a) <b>Paid leave</b>—while the employee is on any paid leave;</p> <p>(b) <b>Work-related injury or illness</b>—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:</p> <p>(i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and</p> <p>(ii) the employee remains employed by the employer.</p>	<p>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.</p> <p>(b) The rights and obligations in these clauses supplement those in superannuation legislation.</p> <p><b>20.2 Employer contributions</b></p> <p>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.</p> <p><b>20.3 Voluntary employee contributions</b></p> <p>(a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 20.2.</p> <p>(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 3 months' written notice to their employer.</p> <p>(c) The employer must pay the amount authorised under paragraphs (a) or (b) no later than 28 days after the end of the month in which the deduction authorised under paragraphs (a) or (b) was made.</p> <p><b>20.4 Superannuation fund</b></p> <p>Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 20.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 20.2, and pay the amount authorised under clauses 20.3(a) or (b), to one of the following superannuation funds or its successor:</p> <p>(a) AustralianSuper;</p> <p>(b) Sunsuper;</p> <p>(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</p> <p>(d) a superannuation fund or scheme which the employee is a defined benefit member of.</p> <p><b>20.5 Absence from work</b></p> <p>Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 20.2 and pay the amount authorised under clauses 20.3(a) or (b):</p> <p>(a) <b>Paid leave</b>—while the employee is on any paid leave;</p> <p>(b) <b>Work-related injury or illness</b>—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:</p> <p>(i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and</p> <p>(ii) the employee remains employed by the employer.</p>

**23. Overtime**

- 23.1** Reasonable overtime is provided for in the NES.
- 23.2** An employee must not be required to work more than 14 hours (including breaks to which the employee is entitled under this award).
- 23.3 Overtime rates**  
Where an employee works overtime the employer must pay to the employee the ordinary time rate for the period of overtime together with a loading as follows:
- | <b>For overtime worked on</b>  | <b>Loading payable in addition to ordinary time rate</b> |
|--------------------------------|--|
|                                | <b>%</b>   |
| Monday to Friday—first 2 hours | 50   |
| Monday to Friday—thereafter    | 100  |
| Saturday—first 2 hours         | 50   |
| Saturday—thereafter            | 100  |
| Sunday                         | 100  |
| Public holiday                 | 150  |
- 23.4** Where a period of overtime commences on one day and continues into the following day, the portion of the period worked on each day attracts the loading applicable to that day.

**23.6 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

**Part 5—Overtime and Penalty Rates**

**21. Overtime**

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.

**21.1 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).

**21.2 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 10.5 (Part-time employment) as varied.

**21.3 Overtime rates**

- (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.

**Table 5—Overtime rates**

<b>Column 1</b>	<b>Column 2</b>
<b>For overtime worked on</b>	<b>Overtime rate (% of minimum hourly rate)</b>
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) A period of overtime that starts on one day and continues into the next 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), overtime worked on any day stands alone from overtime worked on any other day.

**21.4 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 23.6.

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

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

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

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

- (e) Time off must be taken:

- (i) within the period of 6 months after the overtime is worked; and
- (ii) at a time or times within that period of 6 months agreed by the employee and employer.

- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 23.6 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.

- (h) The employer must keep a copy of any agreement under clause 23.6 as an employee record.

- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.

- (j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 23.6 will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.

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

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 23.6 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 23.6.

clause 21.4.

- (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) must be made in the next pay period following the request.

NOTE: An example of the type of agreement required by this clause is set out at Schedule 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 21.4 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 21.4 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), 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 21.4 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 21.4 will apply, including the requirement for separate written agreements under paragraph (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 21.4 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 21.4.

(Clause 21.5 – taken from clause 21.5 (Ordinary hours of work and rostering) and moved to clause 21.5 (Overtime))

**21.5 Call back**

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

**21.5 Call back**

- (a) Clause 21.5 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 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 \$21.49.

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:

- The first 2 hours of overtime = \$21.49 x 150% = \$32.24 per hour. \$32.24 x 2 = \$64.48.
- Each hour thereafter of overtime = \$21.49 x 200% = \$42.98 per hour.

Add the total for the first 2 hours of overtime and the total amount for each extra hour:  
\$64.48 + \$42.98 = \$107.46.

Jimmy would be paid **\$107.46** 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.

**22. Penalty rates**

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

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

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

**22.3 Penalty rates**

Penalty rates apply to ordinary hours worked as follows:

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

**22. Penalty rates**

**22.1** Clause 22 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 21.2—Payment of overtime.

**22.2** 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 Monday to Friday excluding a public holiday	100%	125%
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.

**22.3** 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 \$25.68 per hour (\$20.54 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.  
 $\$20.54 \times 146.7\% = \$30.13$ .

**Step 2:** Multiply the night shift hourly rate by the number of ordinary hours worked on night shift:  $\$30.13 \times 5 = \$150.65$ .

Frank would be paid **\$150.65** 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.  
 $\$20.54 \times 175\% = \$35.95$ .

**Step 4:** Multiply the Saturday hourly rate by the number of ordinary hours worked on Saturday:  $\$35.95 \times 5 = \$179.75$ .

Frank would be paid **\$179.75** for his Saturday shift.

**Calculating ordinary time pay on Sunday**

**Step 5:** Multiply the minimum hourly rate by the casual Sunday penalty rate.  $\$20.54 \times 225\% = \$46.22$ .

**Step 6:** Multiply the Sunday hourly rate by the number of ordinary hours worked on Sunday:  $\$46.22 \times 5 = \$231.10$ .

Frank would be paid **\$231.10** 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:  $\$150.65 + \$179.75 + \$231.10 = \$561.50$ .

Frank would be paid a total of **\$561.50** 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**

**24. Annual leave**

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

**24.2 Definition of shiftworker**

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

- (a) who works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the

**Part 6—Leave and Public Holidays**

**23. Annual leave**

NOTE: Where an employee is receiving overaward 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).

**23.1** Annual leave is provided for in the NES. It does not apply to casual employees.

**23.2 Additional paid annual leave for certain shiftworkers**

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<p>seven days of the week; and</p> <p>(b) who is regularly rostered to work on Sundays and public holidays.</p>	<p>(a) Clause 23.2 applies to an employee who is employed as a shiftworker regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for 7 days a week.</p> <p>(b) The employee is a shiftworker for the purposes of the NES (entitlement to an additional week of paid annual leave).</p>
<p><b>24.6 Payment for annual leave</b></p> <p>Before the start of the employee’s annual leave the employer must pay the employee in respect of the period of such leave the greater of:</p> <p>(a) the amount the employee would have earned during the period of leave for working their normal hours, exclusive of overtime, had they not been on leave; and</p> <p>(b) the employee’s ordinary time rate specified in clause 14.1, together with, where applicable, the leading hand allowance, relieving officer’s allowance and first aid allowance prescribed in clause 15.1(a) respectively, plus a loading of 17.5%.</p> <p><b>24.7 Electronic funds transfer (EFT) payment of annual leave</b></p> <p>Despite anything else in this clause, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave.</p> <p><b>24.10 Payment of accrued annual leave on termination</b></p> <p>Where an employee is entitled to a payment on termination of employment as provided in s.90(2) of the Act, the employer must also pay to the employee an amount calculated in accordance with clause 24.6(a). The employer must also pay to the employee a loading of 17.5% in accordance with clause 24.6(b) unless the employee has been dismissed for misconduct.</p> <p><b>24.11</b> In relation to any employee <b>ordinary pay</b> means:</p> <p>(a) remuneration for the employee’s normal weekly number of hours of work calculated at the ordinary time rate of pay; and</p> <p>(b) where the employee is provided with board or lodging by the employer, ordinary pay includes the cash value of that board or lodging.</p> <p><b>24.12</b> For the purpose of the definition of the term ordinary pay in clause 24.11:</p> <p>(a) where no ordinary time rate of pay is fixed for an employee’s work under the terms of employment, the ordinary time rate of pay is deemed to be the average weekly rate earned during the period in respect of which the right to the annual leave accrues;</p> <p>(b) where no normal weekly number of hours is fixed for an employee under the terms of employment, the normal weekly number of hours of work is deemed to be the average weekly number of hours worked during the period in respect of which the right to the annual leave accrues;</p> <p>(c) the cash value of any board or lodging provided for an employee is deemed to be its cash value as fixed by or under the terms of the employee’s employment or, if it is not so fixed, must be computed at the rate of \$2.65 a week for board and \$1.34 a week for lodging; and</p> <p>(d) the value of any board or lodging or the amount of any payment in respect of board or lodging must not be included in any case where it is provided or paid for not as part of the ordinary pay but because:</p> <p>(i) the work done by the employee is in such a locality as to necessitate their sleeping elsewhere than at their genuine place of residence; or</p> <p>(ii) because of any other special circumstances.</p> <p>(e) <b>Week</b> in relation to any employee means the employee’s ordinary working week.</p>	<p><b>23.3 Payment for annual leave</b></p> <p>(a) An employer must pay an employee a loading of <b>17.5%</b> on the amount payable to the employee under the <b>NES</b> (including any applicable first aid allowance, supervision allowance or relieving officer allowance payable in accordance with clause 19—Allowances) for a period of paid annual leave, including a period of untaken paid annual leave when the employment of the employee ends.</p> <p>(b) An employee paid by electronic funds transfer may be paid in accordance with their usual pay period while on paid annual leave.</p> <p>(c) Paragraph 23.3(d) applies in calculating the amount payable to an employee by the employer for a period of untaken paid annual leave when the employment of the employee ends.</p> <p>(d) There must be included 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.</p> <p>(e) The cash value of board or lodging 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 <b>\$2.63</b> per week for board and <b>\$1.33</b> per week for lodging.</p>

**24.9 Annual close down**

- (a) Where an employer intends temporarily to close (or reduce to nucleus) the place of employment or a section of it for the purpose, amongst others, of allowing annual leave to the employees concerned or a majority of them, the employer must give those employees one month's notice in writing of an intention to apply the provisions of this clause. In the case of any employee engaged after notice has been given, notice must be given to that employee on the date of their engagement.
- (b) Where an employee has been given notice pursuant to clause 24.9(a) and the employee has:
- (i) accrued sufficient annual leave to cover the full period of closing, the employee must take paid annual leave for the full period of closing;
  - (ii) insufficient accrued annual leave to cover the full period of closing, the employee must take paid annual leave to the full amount accrued and leave without pay for the remaining period of the closing; or
  - (iii) no accrued annual leave, the employee must take leave without pay for the full period of closing.
- (c) Public holidays that fall within the period of close down will be paid as provided for in this award and will not count as a day of annual leave or leave without pay.

**24.3 Excessive leave accruals: general provision**

Note: Clauses 24.3 to 24.5 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the [Fair Work Act](#).

- (a) An employee has an excessive leave accrual if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 24.2).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 24.4 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 24.5 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

**23.4 Temporary close-down**

- (a) Clause 23.4 applies if an employer:
- (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) 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) In determining how many days' leave an employee must take to cover a temporary close down period, any day during that period that is a public holiday is to be disregarded.
- NOTE: Public holiday entitlements are provided for in the [NES](#).
- (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 23.8, to which an entitlement has not been accrued is to be taken into account.

**23.5 Excessive leave accruals: general provision**

NOTE: Clauses 23.5 to 23.7 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 23.2).
- (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 23.6 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 23.7 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

**24.4 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 24.3(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
- (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 24.3, 24.4 or 24.5 or otherwise agreed by the employer and employee) are taken into account; and
  - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
  - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 24.4(b)(i).

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

**23.6 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 23.5(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):
- (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 23.5, 23.6 or 23.7 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) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

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

**24.5 Excessive leave accruals: request by employee for leave**

- (a) Clause 24.5 comes into operation from 20 December 2017.
- (b) If an employee has genuinely tried to reach agreement with an employer under clause 24.3(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (c) However, an employee may only give a notice to the employer under paragraph (b) if:
- (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
  - (ii) the employee has not been given a direction under clause 24.4(a) that, when any other paid annual leave arrangements (whether made under clause 24.3, 24.4 or 24.5 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (d) A notice given by an employee under paragraph (b) must not:
- (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 24.3, 24.4 or 24.5 or otherwise agreed by the employer and employee) are taken into account; or
  - (ii) provide for the employee to take any period of paid annual leave of less than one week; or

**23.7 Excessive leave accruals: request by employee for leave**

- (a) Clause 23.7 comes into operation from 20 December 2017.
- (b) If an employee has genuinely tried to reach agreement with an employer under clause 23.5(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.
- (c) However, an employee may only give a notice to the employer under paragraph (b) 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 23.6(a) that, when any other paid annual leave arrangements (whether made under clause 23.5, 23.6 or 23.7 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (d) A notice given by an employee under paragraph (b) 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 23.5, 23.6 or 23.7 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

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<ul style="list-style-type: none"> <li>(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</li> <li>(iv) be inconsistent with any leave arrangement agreed by the employer and employee.</li> <li>(e) An employee is not entitled to request by a notice under paragraph (b) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 24.2) in any period of 12 months.</li> <li>(f) The employer must grant paid annual leave requested by a notice under paragraph (b).</li> </ul>	<ul style="list-style-type: none"> <li>(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</li> <li>(iv) be inconsistent with any leave arrangement agreed by the employer and employee.</li> <li>(e) An employee is not entitled to request by a notice under paragraph (b) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker as defined by clause 23.2) in any period of 12 months.</li> <li>(f) The employer must grant paid annual leave requested by a notice under paragraph (b).</li> </ul>
<p><b>24.8 Annual leave in advance</b></p> <ul style="list-style-type: none"> <li>(a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.</li> <li>(b) An agreement must: <ul style="list-style-type: none"> <li>(i) state the amount of leave to be taken in advance and the date on which leave is to commence; and</li> <li>(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.</li> </ul> </li> </ul> <p>Note: An example of the type of agreement required by clause 24.8 is set out at Schedule F. There is no requirement to use the form of agreement set out at Schedule F.</p> <ul style="list-style-type: none"> <li>(c) The employer must keep a copy of any agreement under clause 24.8 as an employee record.</li> <li>(d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 24.8, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.</li> </ul>	<p><b>23.8 Annual leave in advance</b></p> <ul style="list-style-type: none"> <li>(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.</li> <li>(b) An agreement must: <ul style="list-style-type: none"> <li>(i) state the amount of leave to be taken in advance and the date on which leave is to commence; and</li> <li>(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.</li> </ul> </li> </ul> <p>NOTE: An example of the type of agreement required by clause 23.8 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 23.8 as an employee record.</p> <ul style="list-style-type: none"> <li>(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 23.8, 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.</li> </ul>
<p><b>24.13 Cashing out of annual leave</b></p> <ul style="list-style-type: none"> <li>(a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 24.13.</li> <li>(b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 24.13.</li> <li>(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.</li> <li>(d) An agreement under clause 24.13 must state: <ul style="list-style-type: none"> <li>(i) the amount of leave to be cashed out and the payment to be made to the employee for it; and</li> <li>(ii) the date on which the payment is to be made.</li> </ul> </li> <li>(e) An agreement under clause 24.13 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.</li> <li>(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.</li> <li>(g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.</li> <li>(h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2</li> </ul>	<p><b>23.9 Cashing out of annual leave</b></p> <ul style="list-style-type: none"> <li>(a) Paid annual leave must not be cashed out except in accordance with an agreement under paragraph (c).</li> <li>(b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under paragraph (c).</li> <li>(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.</li> <li>(d) An agreement under paragraph (c) must state: <ul style="list-style-type: none"> <li>(i) the amount of leave to be cashed out and the payment to be made to the employee for it; and</li> <li>(ii) the date on which the payment is to be made.</li> </ul> </li> <li>(e) An agreement under paragraph (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.</li> <li>(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.</li> <li>(g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.</li> <li>(h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2</li> </ul>



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<p>weeks.</p> <p>(i) The employer must keep a copy of any agreement under clause 24.13 as an employee record.</p> <p>Note 1: Under <u>section 344 of the Fair Work Act</u>, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 24.13.</p> <p>Note 2: Under <u>section 345(1) of the Fair Work Act</u>, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 24.13.</p> <p>Note 3: An example of the type of agreement required by clause 24.13 is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G.</p>	<p>weeks.</p> <p>(i) The employer must keep a copy of any agreement under paragraph (c) as an employee record.</p> <p>NOTE 1: Under section 344 of the <u>Act</u>, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under paragraph (c).</p> <p>NOTE 2: Under section 345(1) of the <u>Act</u>, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 23.9.</p> <p>NOTE 3: An example of the type of agreement required by paragraph (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.</p>
<p><b>25. Personal/carer’s leave and compassionate leave</b></p> <p>Personal/carer’s leave and compassionate leave are provided for in the NES.</p>	<p><b>24. Personal/carer’s leave and compassionate leave</b></p> <p>Personal/carer’s leave and compassionate leave are provided for in the <u>NES</u>.</p>
<p><b>27. Community service leave</b></p> <p>Community service leave is provided for in the NES.</p>	<p><b>26. Community service leave</b></p> <p>Community service leave is provided for in the <u>NES</u>.</p>
<p><b>26. Public holidays</b></p> <p><b>26.1</b> Public holiday entitlements are provided for in the NES.</p> <p><b>26.2 Substitution of public holidays by agreement</b></p> <p>By agreement between the employer and the majority of employees in an enterprise another day may be substituted for a public holiday.</p> <p><b>26.3</b> The penalty rate for work on a public holiday is specified in clause 22.3.</p>	<p><b>27. Public holidays</b></p> <p><b>27.1</b> Public holiday entitlements are provided for in the <u>NES</u>.</p> <p><b>27.2 Substitution of public holidays by agreement</b></p> <p>The employer and the majority of the employees at a workplace may agree to substitute another day for a public holiday.</p> <p><b>27.3 Part-day public holidays</b></p> <p>For provisions relating to part-day public holidays see Schedule G—2017 Part-day Public Holidays.</p>
<p><b>Part 2—Consultation and Dispute Resolution</b></p> <p><b>8. Consultation</b></p> <p><b>8.1 Consultation regarding major workplace change</b></p> <p>(a) <b>Employer to notify</b></p> <p>(i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.</p> <p>(ii) <b>Significant effects</b> include termination of employment; major changes in the composition, operation or size of the employer’s workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided</p>	<p><b>Part 7—Consultation and Dispute Resolution</b></p> <p><b>28. Consultation about major workplace change</b></p> <p><b>28.1</b> 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:</p> <p>(a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and</p> <p>(b) discuss with affected employees and their representatives (if any):</p> <p>(i) the introduction of the changes; and</p> <p>(ii) their likely effect on employees; and</p> <p>(iii) measures to avoid or reduce the adverse effects of the changes on employees; and</p>

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<p>that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.</p> <p><b>(b) Employer to discuss change</b></p> <p><b>(i)</b> The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1(a) the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.</p> <p><b>(ii)</b> The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1(a).</p> <p><b>(iii)</b> For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.</p>	<p><b>(c)</b> commence discussions as soon as practicable after a definite decision has been made.</p> <p><b>28.2</b> For the purposes of the discussion under clause 28.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:</p> <p><b>(a)</b> their nature; and</p> <p><b>(b)</b> their expected effect on employees; and</p> <p><b>(c)</b> any other matters likely to affect employees.</p> <p><b>28.3</b> Clause 28.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.</p> <p><b>28.4</b> 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 28.1(b).</p> <p><b>28.5</b> In clause 28:</p> <p><b>significant effects</b>, on employees, includes any of the following:</p> <p><b>(a)</b> termination of employment; or</p> <p><b>(b)</b> major changes in the composition, operation or size of the employer's workforce or in the skills required; or</p> <p><b>(c)</b> loss of, or reduction in, job or promotion opportunities; or</p> <p><b>(d)</b> loss of, or reduction in, job tenure; or</p> <p><b>(e)</b> alteration of hours of work; or</p> <p><b>(f)</b> the need for employees to be retrained or transferred to other work or locations; or</p> <p><b>(g)</b> job restructuring.</p> <p><b>28.6</b> Where this award makes provision for alteration of any of the matters defined at clause 28.5, such alteration is taken not to have significant effect.</p>
<p><b>8.2 Consultation about changes to rosters or hours of work</b></p> <p><b>(a)</b> Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.</p> <p><b>(b)</b> The employer must:</p> <p><b>(i)</b> provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);</p> <p><b>(ii)</b> invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and</p> <p><b>(iii)</b> give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.</p> <p><b>(c)</b> The requirement to consult under this clause does not apply where an employee has irregular, sporadic or</p>	<p><b>29. Consultation about changes to rosters or hours of work</b></p> <p><b>29.1</b> Clause 29 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.</p> <p><b>29.2</b> The employer must consult with any employees affected by the proposed change and their representatives (if any).</p> <p><b>29.3</b> For the purpose of the consultation, the employer must:</p> <p><b>(a)</b> provide to the employees and representatives mentioned in clause 29.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and</p> <p><b>(b)</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.</p> <p><b>29.4</b> The employer must consider any views given under clause 29.3(b).</p> <p><b>29.5</b> Clause 29 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.</p>

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<p>unpredictable working hours.</p> <p>(d) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.</p>	
<p><b>8.3 Consultation regarding change of contract</b></p> <p>(a) In addition to clause 8—Consultation, where a decision is made by an employer to relinquish a security contract, or a decision is made by a principal that is likely to bring about a change of contract, the following will apply:</p> <p>(i) The employer is required to notify employees 28 days, or as soon as practicable, before an existing security contract is due to expire, or when the employer has been notified that the contract has been terminated.</p> <p>(ii) The notification to employees must be in writing, containing options (if any) for suitable alternative employment for employees with the employer in the event that the contract is terminated. The employer must notify those employees who are to be offered suitable alternative employment, identify the site, the hours of work and the rates of pay proposed. The employer must provide to the successful tenderer a list of employees who have given permission for their details to be so provided and who wish to be considered for employment by the incoming contractor.</p> <p>(iii) Employees who are not offered suitable alternative employment with their employer must be notified in writing by their employer, and the notice must contain details of the employee’s entitlements (including accrued annual leave) and a statement of service (including length of service, hours of work, classification and shift configuration).</p> <p>(iv) The employer must facilitate a meeting between the incoming contractor and outgoing employees who are not offered suitable alternative employment with the employer.</p>	<p><b>30. Consultation about change of contract</b></p> <p><b>30.1</b> Clause 30 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.</p> <p><b>30.2</b> 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.</p> <p><b>30.3</b> The employer must, in the notice under clause 30.2, specify any options available for suitable alternative employment with the employer in the event that the contract ends.</p> <p><b>30.4</b> 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.</p> <p><b>30.5</b> The employer must give a written notice to any employee who is not offered suitable alternative employment with the employer that:</p> <p>(a) gives details of the employee’s accrued statutory and award entitlements on termination of the employee’s employment (including accrued annual leave); and</p> <p>(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</p> <p>(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.</p> <p><b>30.6</b> 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.</p> <p><b>30.7</b> 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.</p>
<p><b>9. Dispute resolution</b></p> <p><b>9.1</b> In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.</p> <p><b>9.2</b> If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.</p> <p><b>9.3</b> The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.</p> <p><b>9.4</b> Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute</p>	<p><b>31. Dispute resolution</b></p> <p><b>31.1</b> Clause 31 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the NES.</p> <p><b>31.2</b> 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.</p> <p><b>31.3</b> If the dispute is not resolved through discussion as mentioned in clause 31.2, 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.</p> <p><b>31.4</b> If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 31.2 and 31.3, a party to the dispute may refer it to the Fair Work Commission.</p> <p><b>31.5</b> 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.</p>



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<p>resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.</p> <p><b>9.5</b> An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.</p> <p><b>9.6</b> While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.</p>	<p><b>31.6</b> 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.</p> <p><b>31.7</b> 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 31.</p> <p><b>31.8</b> While procedures are being followed under clause 31 in relation to a dispute:</p> <p>(a) work must continue in accordance with this award and the Act; and</p> <p>(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.</p> <p><b>31.9</b> Clause 31.8 is subject to any applicable work health and safety legislation.</p>
<p><b>11. Termination of employment</b></p> <p><b>11.1</b> Notice of termination is provided for in the NES.</p> <p><b>11.2 Notice of termination by an employee</b></p> <p>The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause less any period of notice actually given by the employee.</p> <p><b>11.3 Job search entitlement</b></p> <p>Where an employer has given notice of termination to an employee, an employee must be allowed up to one day’s time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.</p>	<p><b>Part 8—Termination of Employment and Redundancy</b></p> <p><b>32. Termination of employment</b></p> <p>Standard clause – not reproduced here. Please see Statement issued 21 August 2017.</p>
<p><b>12. Redundancy</b></p> <p><b>12.1</b> Redundancy pay is provided for in the NES.</p>	<p><b>33. Redundancy</b></p> <p>Redundancy pay is provided for in the NES.</p>
<p><b>12.2 Transfer to lower paid duties</b></p> <p>Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer’s option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.</p>	<p><b>34. Transfer to lower paid job on redundancy</b></p> <p>Standard clause – not reproduced here. To be determined after receipt of final submissions. See paragraph [171] of decision of 28 August 2017.</p>
<p><b>12.3 Employee leaving during notice period</b></p> <p>An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.</p>	<p><b>35. Employee leaving during redundancy notice period</b></p> <p>Standard clause – not reproduced here. To be determined after receipt of final submissions. See paragraphs [189] – [190] of decision of 28 August 2017.</p>

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<p><b>12.4 Job search entitlement</b></p> <p>(a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day’s time off without loss of pay during each week of notice for the purpose of seeking other employment.</p> <p>(b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.</p> <p>(c) This entitlement applies instead of clause 11.3.</p>	
<p><b>12.5 Change of contract</b></p> <p>(a) This clause applies in addition to clause 8—Consultation of this award and s.120(1)(b)(i) of the Act, and applies on the change to the contractor who provides security services to a particular client from one security contractor (the outgoing contractor) to another (the incoming contractor).</p> <p>(b) Section 119 of the Act does not apply to an employee of the outgoing contractor where:</p> <p>(i) the employee of the outgoing contractor agrees to other acceptable employment with the incoming contractor; and</p> <p>(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.</p> <p>(c) To avoid doubt, s.119 of the Act does apply to an employee of an outgoing contractor where the employee is not offered acceptable employment with either the outgoing contractor or the incoming contractor.</p>	<p><b>35.1 Exclusion from obligation to pay redundancy pay</b></p> <p>(a) Clause 35.1 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 of this award and section 120(1)(b)(i) of the Act.</p> <p>(b) Section 119 of the Act does not apply to an employee of the outgoing contractor if:</p> <p>(i) the employee agrees to other acceptable employment with the incoming contractor; and</p> <p>(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.</p> <p>(c) 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.</p>
<p><b>12.6 Transitional provisions – NAPSA employees</b></p> <p><b>12.7 Transitional provisions – Division 2B State employees</b></p>	<p><i>Transitional provisions have not been reproduced in the plain language exposure draft</i></p>
<p><b>Schedule A—Transitional Provisions</b></p>	<p><i>Transitional provisions have not been reproduced in the plain language exposure draft</i></p>
<p><b>Schedule B—Additional Transitional Provisions</b></p>	<p><i>Transitional provisions have not been reproduced in the plain language exposure draft</i></p>
<p><b>Schedule C—Classifications</b></p> <p><b>C.1 Security Officer Level 1</b></p> <p><b>C.1.1</b> A Security Officer Level 1:</p> <p>(a) is responsible for the quality of their own work subject to general supervision;</p> <p>(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;</p> <p>(c) exercises discretion within their level of skills and training; and</p> <p>(d) assists in the provision of on-the-job training.</p> <p><b>C.1.2</b> Indicative of the tasks which an employee at this level may perform are the following:</p>	<p><b>Schedule A—Classification Definitions</b></p> <p><b>A.1 Security Officer Level 1</b></p> <p><b>A.1.1</b> A Security Officer Level 1:</p> <p>(a) is responsible for the quality of their own work subject to general supervision; and</p> <p>(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; and</p> <p>(c) exercises discretion within their level of skills and training; and</p> <p>(d) assists in the provision of on-the-job training.</p> <p><b>A.1.2</b> Indicative of the tasks that an employee at this level may perform are the following:</p>

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<ul style="list-style-type: none"> <li>(a) watch, guard or protect persons and/or premises and/or property at sites/locations where the complex use of computer technology is not required;</li> <li>(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;</li> <li>(c) be stationed at an entrance/exit, where principal duties will include the control of movement of persons, vehicles, goods/property coming out of or going into premises or property, including vehicles carrying goods of any description, to ensure that the quantity and description of such goods is in accordance with the requirements of the relevant document/gate pass;</li> <li>(d) respond to basic fire/security alarms at their designated post;</li> <li>(e) in performing the duties referred to above the officer may be required to use electronic equipment such as hand-held scanners and simple closed circuit television systems utilising basic keyboard skills which do not require data input;</li> <li>(f) provide safety induction to employees, contractors or visitors to the site; and</li> <li>(g) control access to and exit from an airside security zone or landside security zone at an airport.</li> </ul>	<ul style="list-style-type: none"> <li>(a) watch, guard or protect persons, premises or property at sites or locations where the complex use of computer technology is not required; or</li> <li>(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; or</li> <li>(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; or</li> <li>(d) respond to basic fire or security alarms at their designated post; or</li> <li>(e) in performing the duties referred to in paragraphs 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; or</li> <li>(f) provide safety induction to employees, contractors or visitors to the site; or</li> <li>(g) control access to, and exit from, an airside security zone or landside security zone at an airport.</li> </ul>
<p><b>C.2 Security Officer Level 2</b></p> <p><b>C.2.1</b> 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.</p> <p><b>C.2.2</b> A Security Officer Level 2:</p> <ul style="list-style-type: none"> <li>(a) works from complex instructions and procedures under general supervision which may not necessarily be at the site where the officer is posted;</li> <li>(b) assists in the provision of on-the-job training;</li> <li>(c) exercises good interpersonal communications skills;</li> <li>(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;</li> <li>(e) is responsible for assuring the quality of their own work; and</li> <li>(f) is required to act as first response to security incidents/matters.</li> </ul> <p><b>C.2.3</b> Indicative of the tasks which an employee at this level may perform are the following:</p> <ul style="list-style-type: none"> <li>(a) duties of securing, watching, guarding, protecting as directed, including responses to alarm signals and attendances at and minor non-technical servicing of ATMs. Such work must not be undertaken alone and must not include cash replenishment at ATMs;</li> <li>(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;</li> <li>(c) patrol in a vehicle two or more separate establishments or sites, including where more than one site held by the same business is patrolled;</li> <li>(d) monitor and respond to electronic intrusion detection or access control equipment terminating at a visual display unit and/or computerised printout (except for simple closed circuit television systems). Such work must not include complex data input into a computer;</li> </ul>	<p><b>A.2 Security Officer Level 2</b></p> <p><b>A.2.1</b> 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.</p> <p><b>A.2.2</b> A Security Officer Level 2:</p> <ul style="list-style-type: none"> <li>(a) works from complex instructions and procedures under general supervision, which may not necessarily be at the site where the officer is posted; and</li> <li>(b) assists in the provision of on-the-job training; and</li> <li>(c) exercises good interpersonal communications skills; and</li> <li>(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; and</li> <li>(e) is responsible for assuring the quality of their own work; and</li> <li>(f) is required to act as first response to security incidents or matters.</li> </ul> <p><b>A.2.3</b> Indicative of the tasks that an employee at this level may perform are the following:</p> <ul style="list-style-type: none"> <li>(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; or</li> <li>(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; or</li> <li>(c) patrol 2 or more separate establishments or sites in a vehicle, including where operated by the same business; or</li> <li>(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; or</li> </ul>

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<p>(e) monitor and act upon walk-through electromagnetic detectors; and/or monitor, interpret and act upon screen images using x-ray imaging and/or observation equipment, including in or in connection with airport security zones;</p> <p>(f) operate a public weigh-bridge;</p> <p>(g) record and/or report security incidents or matters on a computer based system;</p> <p>(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</p> <p>(i) conduct frisk searches of persons and screening using explosive trace detection including in or in connection with airport security zones.</p> <p><b>C.2.4</b> A Security Officer Level 2 may be required to perform the duties of a Security Officer Level 1 provided that such duties are not designed to promote deskilling.</p>	<p>(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; or</p> <p>(f) operate a public weigh-bridge; or</p> <p>(g) record or report security incidents or matters on a computer based system; or</p> <p>(h) control a dog used to assist the security officer to carry out the duties of watching, guarding or protecting persons, premises or property; or</p> <p>(i) conduct frisk searches of persons and screening using explosive trace detection, including in or in connection with airport security zones.</p> <p><b>A.2.4</b> A Security Officer Level 2 may be required to perform duties of a Security Officer Level 1 that are not designed to promote deskilling.</p>
<p><b>C.3 Security Officer Level 3</b></p> <p><b>C.3.1</b> 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.</p> <p><b>C.3.2</b> A Security Officer Level 3:</p> <p>(a) works from complex instructions and procedures under limited supervision;</p> <p>(b) exercises good interpersonal and communications skills;</p> <p>(c) exercises computer skills at a level higher than Level 2;</p> <p>(d) assists in the provision of on-the-job training;</p> <p>(e) exercises discretion within the scope of this classification level; and</p> <p>(f) performs work independently under limited supervision either individually or in a team environment.</p> <p><b>C.3.3</b> Indicative of the tasks which an employee at this level may be required to perform are the following:</p> <p>(a) control of movement of persons, vehicles, stock and material at gatehouses and similar locations utilising, monitoring and operating computer based systems requiring data input, including manipulation of spreadsheet based computer programs or other advanced monitoring system;</p> <p>(b) monitor and operate, under supervision, building operation systems terminating at a visual display unit or computerised printout, including the monitoring of complex fire alarms, water towers/chillers, temperatures and other similar building operational system functions;</p> <p>(c) stock and material control at computerised gatehouses and similar locations requiring data input and manipulation of computer programs e.g. Microsoft Excel and other similar computer programs; and</p> <p>(d) provide safety induction to employees, contractors or visitors to the site; and</p> <p>(e) monitor and act upon walk-through electromagnetic detectors; and/or monitor, interpret and act upon screen images using x-ray imaging and/or observation equipment, including in or in connection with airport security zones.</p> <p><b>C.3.4</b> A Security Officer Level 3 may be required to perform the duties of Security Officers at Levels 1 and 2 provided that such duties are not designed to promote deskilling.</p>	<p><b>A.3 Security Officer Level 3</b></p> <p><b>A.3.1</b> 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.</p> <p><b>A.3.2</b> A Security Officer Level 3:</p> <p>(a) works from complex instructions and procedures under limited supervision; and</p> <p>(b) exercises good interpersonal and communications skills; and</p> <p>(c) exercises computer skills at a level higher than Level 2; and</p> <p>(d) assists in the provision of on-the-job training; and</p> <p>(e) exercises discretion within the scope of this classification level; and</p> <p>(f) performs work independently under limited supervision either individually or in a team environment.</p> <p><b>A.3.3</b> Indicative of the tasks that an employee at this level may be required to perform are the following:</p> <p>(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; or</p> <p>(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; or</p> <p>(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; or</p> <p>(d) provide safety induction to employees, contractors or visitors to a site; or</p> <p>(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.</p> <p><b>A.3.4</b> 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.</p>

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<p><b>C.4 Security Officer Level 4</b></p> <p><b>C.4.1</b> 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.</p> <p><b>C.4.2</b> A Security Officer Level 4:</p> <ul style="list-style-type: none"> <li>(a) works individually or in a team environment under limited supervision which may not necessarily be at the site where the officer is posted;</li> <li>(b) assists in the provision of on-the-job training;</li> <li>(c) exercises discretion within the scope of this classification level;</li> <li>(d) exercises computer skills at a higher level than Level 3; and</li> <li>(e) exercises high level interpersonal and communications skills.</li> </ul> <p><b>C.4.3</b> Indicative of the tasks which an employee at this level may be required to perform are the following:</p> <ul style="list-style-type: none"> <li>(a) monitoring, recording, inputting information or reacting to signals and instruments related to electronic surveillance of any kind within a central station or at a particular location;</li> <li>(b) keyboard operation to alter the parameters within an integrated intelligent building management and/or security system, including operating computer programs which have the ability to lock/unlock doors, program access cards, audit door access by individual as well as recording time and date of access; and</li> <li>(c) the co-ordinating, monitoring or recording of the activities of security officers utilising a verbal or computer based communications system within a central station including in or in connection with an airport security zone.</li> </ul> <p><b>C.4.4</b> A Security Officer Level 4 may be required to perform the duties of security officers at Levels 1, 2 and 3 provided that such duties are not designed to promote deskilling.</p>	<p><b>A.4 Security Officer Level 4</b></p> <p><b>A.4.1</b> 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.</p> <p><b>A.4.2</b> A Security Officer Level 4:</p> <ul style="list-style-type: none"> <li>(a) works individually or in a team environment under limited supervision which may not necessarily be at the site where the officer is posted; and</li> <li>(b) assists in the provision of on-the-job training; and</li> <li>(c) exercises discretion within the scope of this classification level; and</li> <li>(d) exercises computer skills at a higher level than Level 3; and</li> <li>(e) exercises high level interpersonal and communications skills.</li> </ul> <p><b>A.4.3</b> Indicative of the tasks that an employee at this level may be required to perform are the following:</p> <ul style="list-style-type: none"> <li>(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; or</li> <li>(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; or</li> <li>(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.</li> </ul> <p><b>A.4.4</b> 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.</p>
<p><b>C.5 Security Officer Level 5</b></p> <p><b>C.5.1</b> A Security Officer Level 5 works above and beyond an employee at Levels 1, 2, 3 and 4 and to the level of their skills, competence and training and may co-ordinate the work of Security Officers working in a team environment within a central station.</p> <p><b>C.5.2</b> A Security Officer Level 5:</p> <ul style="list-style-type: none"> <li>(a) works individually or in a team environment under limited supervision, which may not necessarily be at the site where the officer is posted;</li> <li>(b) exercises high level communications/interpersonal skills;</li> <li>(c) assists in the provision of training in conjunction with supervisors and/or trainers;</li> <li>(d) exercises discretion within the scope of this classification level; and</li> <li>(e) exercises computer skills at a higher level than Level 4.</li> </ul> <p><b>C.5.3</b> Indicative of the tasks which an employee at this level may be required to perform are the following:</p> <ul style="list-style-type: none"> <li>(a) keyboard operation to alter the parameters within an integrated intelligent building management and/or security system including operating computer programs which have the ability to remotely lock/unlock doors, program access cards, audit and record door access by individuals as well as recording time and date</li> </ul>	<p><b>A.5 Security Officer Level 5</b></p> <p><b>A.5.1</b> 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.</p> <p><b>A.5.2</b> A Security Officer Level 5:</p> <ul style="list-style-type: none"> <li>(a) works individually or in a team environment under limited supervision, which may not necessarily be at the site where the officer is posted; and</li> <li>(b) exercises high level communications and interpersonal skills; and</li> <li>(c) assists in the provision of training in conjunction with supervisors or trainers; and</li> <li>(d) exercises discretion within the scope of this classification level; and</li> <li>(e) exercises computer skills at a higher level than Level 4.</li> </ul> <p><b>A.5.3</b> Indicative of the tasks that an employee at this level may be required to perform are the following:</p> <ul style="list-style-type: none"> <li>(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; or</li> </ul>

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<p>of access; and</p> <p>(b) the co-ordinating, monitoring or recording of the activities of security officers utilising a verbal or computer based communications system with a central station at the particular site or location including in or in connection with an airport security zone.</p> <p><b>C.5.4</b> A Security Officer Level 5 may be required to perform the duties of security officers at Levels 1, 2, 3 and 4 provided that such duties are not designed to promote deskilling.</p>	<p>(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.</p> <p><b>A.5.4</b> 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.</p>
	<p><b>Schedule B—Summary of Hourly Rates of Pay</b></p> <p><i>This schedule has not been reproduced here</i></p>
	<p><b>Schedule C—Summary of Monetary Allowances</b></p> <p><i>This schedule has not been reproduced here</i></p>
<p><b>Schedule D—National Training Wage</b></p>	
<p><b>Schedule H—Agreement for Time Off Instead of Payment for Overtime</b></p>	<p><b>Schedule D—Agreement for Time Off Instead of Payment for Overtime</b></p> <p><i>This schedule has not changed – it has not been reproduced here</i></p>
<p><b>Schedule F—Agreement to Take Annual Leave in Advance</b></p>	<p><b>Schedule E—Agreement to Take Annual Leave in Advance</b></p> <p><i>This schedule has not changed – it has not been reproduced here</i></p>
<p><b>Schedule G—Agreement to Cash Out Annual Leave</b></p>	<p><b>Schedule E—Agreement to Cash Out Advance</b></p> <p><i>This schedule has not changed – it has not been reproduced here</i></p>
<p><b>Schedule E—2016 Part-day Public Holidays</b></p> <p><i>Apart from the year, this schedule has not changed – it has not been reproduced here</i></p>	<p><b>Schedule G—2017 Part-day Public Holidays</b></p> <div data-bbox="1498 1459 2656 1554" style="border: 1px solid black; background-color: #e0f0e0; padding: 5px;"> <p>The part-day public holidays schedule may be affected by AM2014/301. <a href="#">This Schedule has not been drafted in plain language.</a></p> </div> <p><i>This schedule has not changed – it has not been reproduced here</i></p>