



**SECURECORP PROTECTIVE
SERVICES PTY LTD AND UNITED
WORKERS UNION VICTORIAN
STATE GOVERNMENT
AGREEMENT 2024.**

Securecorp Protective Services Pty Ltd and United Workers Union Victorian State Government Agreement 2024

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Application and Operation

1. Title

This Agreement is the *Securecorp Protective Services Pty Ltd and United Workers Union Victorian State Government Agreement 2024*.

2. Commencement and duration

2.1. This Agreement will operate from seven (7) days after the Agreement is approved by the Fair Work Commission.

2.2. The nominal expiry date of this Agreement will be 2 years from the date of approval. However, the Agreement will continue to operate until it is replaced or terminated by approval in accordance with the Act.

3. Definitions and interpretation

3.1. In this Agreement, the following definitions apply:

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

3.1.2. **Agreement** means this Enterprise Agreement, the *Securecorp and United Workers Union Victorian State Government Agreement 2023*.

3.1.3. **Award** means the *Security Services Industry Award 2020 MA000016* (as varied or replaced from time to time).

3.1.4. **Base rate of pay** means the minimum rate of pay payable to the employee for their ordinary hours of work, but not including:

3.1.4.1. Incentive-based payments and bonuses;

3.1.4.2. Loadings;

3.1.4.3. Monetary allowances;

3.1.4.4. Overtime or penalty rates;

3.1.4.5. Any other separately identifiable amounts.

3.1.5. **Employees** means the employees of the Employer performing work as described in the classifications in Schedule A.

3.1.6. **Employer** means Securecorp Protective Services Pty Ltd (ABN: 43 127 456 704).

3.1.7. **FWC** means the Fair Work Commission or its successor.

3.1.8. **Immediate Family** has the same meaning as in the Act, and includes the employee's spouse (or de factopartner), parent, sibling, child, grandparent or grandchild of the employee and their spouse or de facto partner.

3.1.9. NES means National Employment Standards as described in Part 2-2 of the Act.

3.1.10. Parties means the Employees, the Employer and the Union.

3.1.11. Shiftworker has the same meaning as in the NES, as described in Part 2-2 of the Act.

3.1.12. Union or **UWU** means the United Workers' Union.

3.2. In this Agreement, unless the contrary intention appears:

3.2.1. The singular includes the plural and vice versa; and

3.2.2. A clause or schedule is a reference to a clause or a schedule in this Agreement.

4. Coverage and application

4.1. The parties covered by this Agreement are:

4.1.1. the Employer;

4.1.2. the Employees; and

4.1.3. the Union.

4.2. This Agreement applies to and covers the Employer and its security services employees engaged in the classifications outlined in **Schedule A** who perform work for the Employer at worksites covered by the State Government of Victoria's Security Services State Purchase Contract (**'the SPC'**).

At the time this Agreement is made, this includes the following worksites:

4.2.0 National Gallery Victoria ('NGV');

4.2.1 State Library of Victoria ('SLV');

4.2.3 Great Ocean Road and Parks Authority

4.2.4 Bullen Park and Ride

4.2.5 Melbourne Centre and Exhibition Centre

4.2.6 Phillip Island Nature parks

4.2.7 Public Records of Victoria

4.2.8 Victorian Curriculum and Assessment Authority

4.2.9 Victorian Electoral Commission

4.3 Melbourne Polytechnic

4.3.1 This Agreement operates to the exclusion of any other enterprise agreement, unless expressly stated otherwise.

5. No further claims

5.1. This Agreement represents the entirety of the agreement between the Parties on the terms and conditions of employment.

5.2. The Parties will therefore not make any further claims in respect to the terms and conditions of employment or any matters related to the employment of the Employees including permitted matters (as defined by section 172(1) of the Act) before the nominal expiry date of the Agreement, whether dealt with in this Agreement or not, unless such further claim is allowed by another clause in this Agreement or the Employer and the Union otherwise agree to enter into discussions about such matter.

5.3. Up to the nominal expiry date of this Agreement, the Union and the Employees will not engage in protected action under the Act.

5.4. Nothing in this clause prevents a party from raising a matter as part of the renegotiation of a new enterprise agreement to replace this Agreement.

6. Interaction between this Agreement and the NES

The provisions of the NES apply to employees and are to be read in conjunction with the Agreement. Where there is inconsistency between this Agreement and the NES and the NES provides a greater benefit, the NES will prevail to the extent of the inconsistency. To avoid doubt, the provisions of the NES do not form part of the Agreement itself.

7. Interaction with Award

7.1. The terms and conditions of this Agreement shall be read and interpreted in conjunction with the *Security Services Award 2020*, but the Award is not incorporated into this Agreement.

7.2. Where there is an inconsistency between the Agreement and the Award, the Agreement will prevail to the extent of the inconsistency.

8. Access to the Agreement and the NES

The Employer must ensure that copies of this Agreement 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.

9. Individual Flexibility Arrangement (IFA)

9.1. Despite anything else in this Agreement, the Employer and an individual Employee may agree to make an individual flexibility arrangement ('IFA') to vary the effect of the terms of this Agreement.

9.1.1. The IFA deals with 1 or more of the following matters:

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

9.1.2. The arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph 9.1.1 above; and

9.1.3. The arrangement is genuinely agreed by the Employer and Employee.

9.2. An Individual Flexibility Arrangement ('**IFA**') Agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.

9.3. An IFA may only be made after the individual Employee has commenced employment with the Employer.

9.4. The Employer cannot offer employment to a prospective Employee which is conditional on the Employee agreeing to an IFA.

9.5. The Employer must ensure that the terms of the IFA:

- a) are about permitted matters under section 172 of the Act ; and
- b) are not unlawful terms under section 194 of the Act; and
- c) result in the Employee being better off overall than the Employee would be if no IFA was made.

9.6. An IFA must do all of the following:

- (a) state the names of the Employer and the Employee; and
- (b) identify the Agreement term, or Agreement terms, the application of which is to be varied; and
- (c) set out how the application of the Agreement term, or each Agreement term, is varied; and
- (d) set out how the IFA results in the employee being better off overall at the time the IFA is made than if the IFA had not been made; and
- (e) state the date the IFA is to start.

9.7. An IFA 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.

9.8. The Employer must keep the agreement as a time and wages record and give a copy to the Employee.

9.9. An IFA may be terminated:

(a) at any time, by written agreement between the Employer and the Employee; or

(b) by the Employer or Employee giving 28 days written notice to the other party

9.10. The right to make an IFA under clause 9 is additional to, and does not affect, any other term of this Agreement that provides for an agreement between an Employer and an individual Employee.

10. Requests for Flexible Working Arrangements

Employee may request change in working arrangements

10.1. Clause 10 applies where an employee has made a request for a change in working arrangements under section 65 of the Act.

NOTE 1: Section 65 of the Act provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in section 65(1A). Clause 10 supplements or deals with matters incidental to the NES provisions.

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

NOTE 3: Clause 10 is an addition to section 65 of the Act.

Responding to the request

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

(a) the needs of the employee arising from their circumstances;

(b) the consequences for the employee if changes in working arrangements are not made; and

(c) any reasonable business grounds for refusing the request.

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

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

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

10.3. (a) Clause 10.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 10.2.

(b) The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.

(c) If the Employer and employee could not agree on a change in working arrangements under clause 10.2, then the written response under section 65(4) must:

(i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and

(ii) if the Employer can offer the employee such changes in working arrangements, set out those changes in working arrangements

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

10.4. If the Employer and the employee reached an agreement under clause 10.2 on a change in working arrangements that differs from that initially requested by the employee, then the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements

Dispute resolution

10.2 Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 10, can be dealt with under clause 37 —Dispute resolution.

11. Relationship with the United Workers Union

11.1. United Workers Union ('UWU') is recognised as the union with coverage of employees covered by this Agreement.

11.2. Employees who are a member of UWU will not be disadvantaged or discriminated against for exercising their lawful industrial rights.

11.3. Recognition of UWU Delegates

11.3.1. The Employer will treat delegates/worksite representatives ('UWU Delegates') fairly and allow them to perform their role as a union delegate without any discrimination in their employment. The Employer recognises and respects that endorsed UWU Delegates may speak on behalf of union members in the workplace.

11.3.2. The Employer will grant UWU Delegates reasonable paid time off work to:

11.3.2.1. Consult and speak with employees about matters relating to a grievance or dispute;

11.3.2.2. Where requested by an Employee, consult and confer with UWU officials;

11.3.2.3. Consult with Employer representatives, including participating in any consultation process outlined in this Agreement;

11.3.2.4. Represent the interests of Employees with employer representatives;

11.3.2.5. Inform new employees about membership of UWU; and

11.3.2.6. Where requested by an Employee, attend an employee's investigation, disciplinary, and/or performance meeting(s) (however described) in the capacity of the Employee's union representative, unless the Employer identifies a conflict of interest or concern regarding confidentiality regarding the matter being addressed.

11.3.3. Where a UWU Delegate needs to leave their work area in order to undertake activities consistent with those outlined above, the UWU Delegate will first notify their immediate Supervisor providing at least 24 hours' notice unless in the case of an emergency or by mutual agreement with the Employer. The UWU Delegate will indicate the general nature of the business, the work area to be visited and the expected duration of the absence.

11.3.4. In all instances, the UWU Delegate will strive to resolve any issues at the local level, consistent with the intent of the procedure for the avoidance of industrial disputes.

11.4. New starters

11.4.1. A representative of UWU will be provided with 15minutes to speak with any new Employees. Where the representative of UWU is an Employee, the Employer must provide prior approval for such time to ensure minimal operational disturbances and will pay the Employee for such time. The Employer will also pay new Employees for such time.

11.4.2. Where the Employer holds induction meetings for more than one Employee, UWU will be invited to attend and will be provided with time to speak with workers about the value of UWU and invite them to join.

11.4.3. For clarification, the person nominated by UWU for the purpose of this clause may be a UWU delegate, a member of UWU or a UWU official. The persons representing UWU for the purposes of clauses 11.4.1, 11.4.2 and 11.4.3 or different meetings may be different persons.

11.5. Facilities

The Employer where possible will provide all reasonable facilities to assist UWU Delegates in carrying out their responsibilities. The ability to provide such facilities will depend on a number of factor including but not limited to: the number of employees, space and client preferences/instructions. Such facilities may include access to:

11.5.1. internet and computer access; and

11.5.2. meeting rooms in order to conduct meetings with a worker, as necessary.

11.6. Education and Trade Union Training

11.6.1. The Employer will provide up to five (5) days' paid training time per UWU Delegate each calendar year (not cumulative) to attend courses conducted by UWU or another training provider (nominated by UWU) with the intention of providing skills and competencies that will assist the UWU Delegate perform their responsibilities. Such leave will also be available for delegates to attend the Union Delegate Convention (however named), UWU's Branch Council or Branch Executive.

11.6.2. Unless otherwise agreed between the Employer and the Union, a minimum of seven (7) days' notice must be given to the Employer.

11.6.3. All applications for leave must be made in writing detailing:

11.6.3.1. the name of the Employee seeking leave;

11.6.3.2. period of time for which leave is sought;

11.6.3.3. title and description; and

11.6.3.4. the place or places where the said course will be held.

11.6.4. Leave granted pursuant to this clause, will count as service for all purposes of this Agreement.

11.6.5. Any days or hours taken for such training will be paid at the Employee's base rate of pay.

11.6.6. All expenses (such as travel, accommodation and meals) associated with or incurred by the Employee attending a training course as provided in this clause shall be the responsibility of the Employee or the Union.

11.6.7. An Employee may be required to satisfy the Employer of attendance at the course to qualify for payment of leave.

11.7. Enterprise Bargaining Negotiations

11.7.1. The Employer respects the right of UWU Delegates to be involved in negotiations for new collective agreements.

11.7.2. After the intention to commence bargaining has been issued by either party the Employer will ensure that UWU Delegates are given reasonable time to participate in teleconferences with UWU officials, for the purposes of being updated on negotiations, and then reasonable time to report back to workers at their site.

11.8. Notice Board

The Employer will permit a notice board to be erected in each establishment (unless not permitted by the client) to facilitate communication between Employees and UWU Delegates and Officials.

PART A Types of Employment

12. Types of Employment

12.1. Employees under this Agreement will be employed in one of the following categories:

12.1.1. full-time;

12.1.2. part-time; or

12.1.3. casual.

12.2. Letters of engagement

12.2.1. At the time of engagement, the Employer will provide each Employee with a letter of engagement, including the following information:

12.2.1.1. that their terms and conditions are covered by this Agreement;

12.2.1.2. their employment category, and working hours;

12.2.1.3. the Employee's rate of pay and classification on commencement based on the commencing roster, notwithstanding that the Employee may be required to work across multiple sites which may attract different rates of pay; and

12.2.1.4. Reference to other relevant employment arrangements or policies.

12.3. Full-time Employees

12.3.1. 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.

12.4. Part-time Employees

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

12.4.2. Agreement regarding pattern of work

At the time of engaging a part-time employee, the Employer and the Employee must agree in writing to a regular pattern of work.

12.4.2.1 - Regular Roster - If the agreement under clause 12.4.2 is that the Employee will work on a roster, the agreement must specify at least the following:

- (a) the minimum number of ordinary hours the part-time Employee will work per week, or will work on average per week (if averaged over the roster cycle);
- (b) the days of the week on which the Employee will work;
- (c) the starting and finishing times for each shift; and
- (d) the days or part days on which the Employee will not be rostered.

12.4.2.2 - No regular Roster – If the agreement under clause 12.4.2 is that an Employee will work otherwise than on a roster, the agreement must specify all of the following:

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

12.4.3 Any variation agreed by the Employer and the Employee to the number of hours to be worked must be in writing, and a copy provided to the Employee.

12.4.4 Any agreement and/or variation agreed between the Employer and the Employee must be kept by the Employer as a time and wages record.

12.5. Casual employees

12.5.1. An Employee is a casual employee if they are engaged as a casual employee.

12.5.2. Casual loading

15.5.2.2.1 The Employer must pay a casual Employee for each ordinary hour worked a loading of 25% in addition to the minimum hourly rate otherwise applicable under Clause 18.1 (as increased).

15.5.2.2.2 The casual loading is paid in addition to any penalty rates for shift, weekend or public holiday work payable to full-time Employees.

NOTE: The casual loading is payable instead of entitlements from which casuals are excluded by the terms of this Agreement and the NES. See Part 2-2 of the Act.

12.5.3. Casual conversion to part-time and full-time employment

12.5.3.1. Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the NES.

12.5.3.2. Disputes about offers and requests for casual conversion under the NES are to be dealt with under clause 44 —Dispute Resolution.

13. **Classifications**

13.1. The Employer must classify an employee covered by this Agreement in accordance with Schedule 1 - Classifications.

14. **Job Security**

14.1. The Employer is committed to maximising full-time employment where practicable and maximising part-time average weekly hours. The Parties recognise that any increase to full-time employment may reduce part-time employment and/or average weekly hours. Where practicable, the Employer will increase hours of existing part-time Employees before hiring new Employees.

14.2. The Employer must ensure, when it is contracting any labour hire agency to supply employees to perform **relevant work**, that the labour hire agency pays its employees no less than the rates of pay and allowances prescribed in this Agreement.

14.3. The Employer must ensure that when it is sub-contracting out **relevant work** to other employers, that the other employers pay its employees no less than the rates of pay and allowances prescribed in this Agreement.

14.4. For the purpose of clause 14:

“relevant work” is work that if performed by employees directly employed by the Employer would be covered by this Agreement.

PART B Hours of Work

15. Ordinary hours of work

- 15.1.** 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 12.
- 15.2.** If the Employer chooses to operate a regular roster pursuant to clause 16, the average of 38 ordinary hours per week required for full-time employment may be worked in any of the following ways in accordance with the regular roster shift pattern:
- 15.2.1.** 76 hours over a roster cycle of up to 2 weeks; or
 - 15.2.2.** 114 hours over a roster cycle of up to 3 weeks; or
 - 15.2.3.** 152 hours over a roster cycle of up to 4 weeks; or
 - 15.2.4.** 304 hours over a roster cycle of up to 8 weeks.
- 15.3.** For the purposes of clause 15 the following time is ordinary working time and must be paid for as such:
- 15.3.1** rest breaks mentioned in clause 17 (Breaks); and
 - 15.3.2** 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
 - 15.3.3** 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
 - 15.3.4** 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
 - 15.3.5** 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 26—Licensing, in order to obtain such a licence.
- 15.4. Shift duration**
- 15.4.1.** The minimum number of ordinary hours that an Employee may be rostered to work on a shift is:
- 15.4.1.1.** for a full-time Employee, 7.6; and

15.4.1.2. for a part-time Employee, **20%** of the agreed weekly ordinary hours pursuant to clause 12.4.2 or 4 hours, whichever is the greater; and

15.4.1.3. for a casual Employee, 4 hours.

15.4.2. The maximum number of ordinary hours that an Employee may be rostered to work on a shift is 10 hours.

15.4.3. By agreement between the Employer and the majority of affected Employees at a particular establishment, an Employee may be rostered to work up to 12 ordinary hours per shift if:

15.4.3.1 proper health monitoring procedures are introduced; and

15.4.3.2 suitable roster arrangements are made; and

15.4.3.3 proper supervision is provided; and

15.4.3.4 adequate breaks are provided; and

15.4.3.5 an adequate trial or review process is implemented when 12-hour shifts are first introduced.

15.4.4. An Employee may be represented by a representative nominated by them in any discussion about the making of an agreement under clause 15.4.3.

15.4.5. An agreement under clause 15.4.3 must be recorded in writing and kept by the Employer as a time and wages record.

15.4.6. Clause 15.4.3 does not prevent the Employer from implementing 12 hour rosters through the use of regular rostered overtime or individual flexibility agreements.

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

15.4.7. Hours of work on a shift are continuous, except for rest breaks and meal breaks as specified in clause 17 —Breaks.

15.4.8. However, an Employee may be rostered to work ordinary hours in broken shifts, that is, in up to two (2) periods of duty, exclusive of rest breaks.

15.4.9. An Employee who works broken shifts is entitled to be paid for at least 3 hours for each period of duty on a broken shift even if the Employee works for a shorter time.

NOTE: An allowance is payable for working a broken shift, see clause 20.5 —Broken shift allowance.

15.5. Shift start/end times

15.5.1. 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.

15.5.2. However, clause 15.5.3 applies if:

15.5.2.1 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

15.5.2.2 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.

15.5.3. 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.

16. Rosters

16.1. Display of roster and notice of change of roster

16.1.1. 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.

16.1.2. The Employer must post the roster in an obvious place that is easily accessible by the affected Employees or provide it by electronic means.

16.1.3. The Employer may change the rostered time at which an Employee starts or finishes work by:

16.1.3.1 giving the Employee 7 days' (or any shorter period agreed between the employer and the employee) notice of the change; or

16.1.3.2 in the absence of such notice, by paying the employee at the overtime rate mentioned in clause 22 for any time worked outside the previously notified starting and finishing time.

16.2. Notice of rosters

16.2.1. 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.

16.2.2. A relieving officer or casual Employee may, at the Employer's discretion, work their ordinary hours of work in accordance with a roster of which they have been given advance notice.

NOTE: An allowance is payable for being appointed as a relieving officer: see clause 20.7—Relieving Officer Allowance.

16.3. Rostered days off

16.3.1. 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:

16.3.1.1 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

16.3.1.2 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 Agreement.

16.3.2. 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.

16.3.3. By agreement between the Employer and an Employee, up to 10 rostered days off may be banked and taken at an agreed time.

16.3.4. 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.

16.3.5. 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 or part-day worked in calculating the number of days worked in the cycle.

16.3.6. 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.

16.3.7. Any agreement under clause 16.3 must be recorded in writing and kept as a time and wages record.

17. Breaks

17.1. Meal Breaks and Rest Breaks

17.1.1. An Employee who works the number of hours in any one shift specified in column 1 of [Table 1](#) is entitled to a rest break or breaks as specified in column 2.

Table 1 - Entitlements to rest break(s)

Column 1 Hours worked per shift	Column 2 Breaks
------------------------------------	--------------------

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

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

17.2. Breaks between work periods

17.2.1. 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).

17.2.2. Clause 17.2.3 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).

17.2.3. Subject to clause 17.2.4, 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.

17.2.4. 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 base 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.

17.3. Long Breaks

17.3.1. An Employee on a roster cycle of a length specified in column 1 of Table 2 is entitled to long breaks of continuous time off work in that roster cycle as specified in column 2:

Table 2 — Long breaks

Column 1 Length of roster cycle	Column 2 Minimum number of breaks
3 weeks	3 breaks of 2 days (48 continuous hours)
4 weeks	3 breaks of 3 days (72 continuous hours);or 4 breaks of 2 days (48 continuous hours)

8 weeks	6 breaks of 3 days (72 continuous hours);or 9 breaks of 2 days (48 continuous hours)
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- 17.3.2.** The Employer must not roster an Employee on a roster cycle of any length to work more than a total of 48 ordinary hours without a long break of at least 48 continuous hours.

PART C Wages and Allowances

18. Minimum Base Rates and “Safeguard Rates”

- 18.1. Subject to clause 18.2, the Employer must pay an employee the rate of pay applicable to the employee’s classification (see Schedule 1) and prescribed in the table below for ordinary hours of work. The below base Award rates shall increase each year for the life of the agreement in accordance with the rates prescribed from the annual national wage and safety net decision.

	Minimum Weekly Rate	FT & PT Minimum Hourly base rate	Casual Minimum Hourly base rate Loading 25%
Level 1	\$960.20	\$25.27	\$31.59
Level 2	\$987.70	\$25.99	\$32.49
Level 3	\$1004.40	\$26.43	\$33.04
Level 4	\$1021.20	\$26.87	\$33.59
Level 5	\$1054.10	\$27.74	\$34.68

18.2. “Safeguard Rates”

- 18.2.1 Where a business procuring security services (the **Client**, being the State of Victoria through the Department of Treasury and Finance) engages the Employer under the SPC and funds “Safeguard Rates” which are higher than the rates contained in this Agreement, the Employer will pass on those “Safeguard Rates” to the extent that the Employee is engaged to perform work on that particular site, subject to the provisions below.
- 18.2.2 “Safeguard Rates” means the minimum rates set out at clause 15 of the Award (as varied or replaced) plus any percentage passed on by the SPC on the relevant Award base rate. “Safeguard Rates” paid Award minimum rates from 1 July 2023 are set out at **Schedule 2 – B.2.**
- 18.2.3 The Client’s decision to fund “Safeguard Rates” will vary the minimum base rate applicable under clause 18.1 and will be payable on all wages and entitlements including, but not limited to, ordinary and overtime hours, all leave, and for the purposes of superannuation calculations, and all allowances.
- 18.2.4 The Employer will commence paying the “Safeguard Rates” to eligible Employees at either the commencement of this Agreement where the SPC with the Client is already in place, or at the commencement of the SPC with the Client where it is entered into after the commencement of this Agreement.
- 18.2.5 The Employer can amend the “Safeguard Rates” where the SPC with the Client changes in terms of scope (i.e. a building or part of a building is removed or added to the contract), or the amount of the Safeguard Rates are changed due to an amendment to SPC funding.

- 18.2.6** The Employer can cease paying “Safeguard Rates” where the contract with the Client changes and the “Safeguard Rates” are not or no longer funded by the Client, or the Employer ceases to hold the contract.
- 18.2.7** Where an Employee transfers into or out of a site on which Safeguard Rates are payable (including a transfer to a site not covered by a SPC and for which Safeguard Rates are not payable) the Employee must be notified.
- 18.2.8** The Employer must give parties to this Agreement 7 days’ notice of any commencement, amendment or cessation of the “Safeguard Rates” and keep a record of the notice as a time and wage record of effected Employees.

18.3. Wage and Allowance increases

- 18.3.1.** For the life of the Agreement, the wages and allowances in this Agreement in respect of Employees will be increased in line and at the same time as any increase under either:
 - 18.3.1.1** the *Security Services Industry Award 2020*, as varied from time to time, or replaced; or
 - 18.3.1.2** the “Safeguards Rates” (see clause 18.2).

18.4. Higher Duties

- 18.4.1.** The Employer must pay an Employee who performs for 4 or more hours on any particular day or shift duties of a classification higher than the Employee’s ordinary classification the minimum hourly base rate specified in clause 18.1 or 18.2 (which applies) for that higher classification for the whole of that day or shift.
- 18.4.2.** The Employer must pay an Employee who performs for less than 4 hours on any particular day or shift duties of a classification higher than the Employee’s ordinary classification the minimum hourly base rate specified in clause 18.1 or 18,2 (whichever applies) for that higher classification for the time during which those duties were performed.

19. Payment of Wages

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

- 19.1.** The Employer may determine the pay period of an Employee as being either weekly or fortnightly.
- 19.2.** Wages must be paid by no later than the following days in a pay week:
 - 19.2.1** Wednesday, if Friday of that week is a public holiday; or
 - 19.2.2** Friday, if any day of that week other than Friday is a public holiday; or

19.2.3 Thursday, in any other case.

19.3. Wages may be paid by cheque or electronic funds transfer into a bank account nominated by the Employee.

19.4. Pay slips will be provided in compliance with the Act and the Fair Work Regulations 2009 (Cth). Employees will have access to view their accrued leave entitlements via the Employers workforce management system including an employee's accrual of paid personal/carers leave.

20. Allowances

20.1. This clause gives Employees an entitlement to monetary allowances of specified kinds specified circumstances and shall increase each year for the life of the agreement from the first full pay period on or after 01 July in accordance with the allowances prescribed from the annual national wage and safety net decision.

20.2. The allowances in this clause will be increased in accordance with any increase provided in the Award for the life of the Agreement.

20.3. First aid allowance

20.3.1. Clause 20.3 applies to an Employee who:

20.3.1.1. holds a current Senior First Aid Certificate (also known as Provide First Aid or Workplace First Aid); and

20.3.1.2. is requested or nominated by the Employer to act as a first aider.

20.3.2. The Employer must pay the Employee a first aid allowance of **\$7.24** per shift up to a maximum of **\$35.99** per week.

20.4. Firearm allowance

The Employer of an Employee who is required to carry a firearm must pay the Employee a firearm allowance of **\$3.61** per shift, up to a maximum of **\$18.09** per week.

20.5. 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 **\$17.25** per rostered shift.

20.6. 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:

20.6.1. 1 to 5 Employees—**\$44.93** per week; or

20.6.2. 6 to 10 Employees—**\$51.84** per week; or

20.6.3. 11 to 20 Employees—**\$67.29** per week; or

20.6.4. Over 20 Employees—**\$79.43** per week.

20.7. Relieving officer allowance

20.7.1. The Employer must pay the Employee who is appointed as a relieving officer an allowance of **\$44.50** per week.

20.7.2. 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.

20.8. Aviation allowance

The Employer of an Employee who is performing airport security work at a security regulated airport must pay the Employee an aviation allowance of **\$1.99** per hour.

20.9. Meal allowance

20.9.1. Clause 20.9 applies to an Employee who:

20.9.1.1. is required to work more than one hour after the completion of their ordinary shift; and

20.9.1.2. was not advised of that requirement on or before the previous day.

20.9.2. The Employer must pay the Employee a meal allowance of **\$20.62** per occasion.

20.10. Vehicle allowance

20.10.1. Clause 20.10 applies if an Employer requires an Employee to use their own motor vehicle or motor cycle in performing their duties.

20.10.2. The Employer must pay the Employee a vehicle allowance for each kilometre travelled as follows:

20.10.2.1. motor vehicle—**\$1.01 per km**;

20.10.2.2. motor cycle—**\$0.34 per km**.

21. Superannuation

21.1. Superannuation legislation

21.1.1. Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees.

21.1.2. The rights and obligations in these clauses supplement those in superannuation legislation.

21.2. Employer contributions

The 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.

21.3. Voluntary employee contributions

21.3.1. 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 21.1.1.

21.3.2. 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.

21.3.3. The Employer must pay the amount authorised under clauses 21.3.1 or 21.3.2 no later than 28 days after the end of the month in which the deduction authorised under clauses 21.3.1 or 21.3.2 was made.

21.4. Superannuation Fund

21.4.1. Unless, to comply with superannuation legislation, the Employer must make the superannuation contributions provided for in clause 21.1.1, and pay the amount authorised under clauses 21.3.1 or 21.3.2, to one of the following superannuation funds or its successor:

21.4.1.1. the Employee's most recently selected superannuation fund (known as a "stapled fund"), unless they nominate otherwise; or if the Employee does not nominate a fund, and there is no stapled fund,

21.4.1.2. AustralianSuper; or

21.4.1.3. 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.

21.4.2. If an Employee does not choose a superannuation fund, Australian Super will be the default fund.

21.5. Absence from work

Subject to the governing rules of the relevant superannuation fund, the Employer must also make the superannuation contributions provided for in clause 21.1.1 and pay the amount authorised under clauses 21.3.1 or 21.3.2:

21.5.1. Paid leave—while the Employee is on any paid leave;

21.5.2. Work-related injury or illness—for the period of absence from work (subject to a maximum of 52 weeks) of the Employee due to work-related injury or work-related illness provided that:

21.5.2.1. the Employee is receiving workers compensation payments or is receiving regular payments directly from the Employer in accordance with the statutory requirements; and

21.5.2.2. the Employee remains employed by the Employer.

PART D Overtime and Penalty Rates

22. 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.

22.1. Restriction on amount of overtime

The 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 Agreement).

22.2. Payment of overtime

22.2.1. The Employer must pay a full-time Employee at the overtime rate for any time worked in excess of their ordinary hours.

22.2.2. The 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 12.4.2 (part-time Employment), as varied in writing.

22.2.3. The Employer must pay a casual Employee at the overtime rate for any time worked in excess of:

22.2.3.1 10 hours per shift or, if there is an agreement under clause 15.4.3
12 hours per shift; or

22.2.3.2 any time worked in excess of 38 hours per week or, where the
casual Employee works in accordance with a roster that operates across a
period not exceeding 8 weeks, in excess of an average of 38 hours per week
across the period of the roster cycle.

22.3. Overtime rates

The Employer will pay the following overtime rates to Employees:

22.3.1. for a full-time or part-time Employee, the relevant percentage specified in column 2 of **Table 3—Overtime rates** (depending on when the overtime was worked as specified in column 1) of the employees' minimum hourly base rate of the applicable under **Schedule 2** and Clause 18; or

22.3.2. for a casual Employee, the relevant percentage specified in column 3 of **Table 3—Overtime rates** (depending on when the overtime was worked as specified in column 1) of the employees' minimum hourly base rate of the applicable under **Schedule 2** and Clause 18.

Table 3—Overtime rates

Column 1 Overtime worked on	Column 2 Overtime rate % of minimum hourly base rate Full-time and part-time Employees	Column 3 Overtime rate % of minimum hourly base rate Casual Employees
Monday to Saturday—first 2 hours	150	175
Monday to Saturday— after 2 hours	200	225
Sunday all day	200	225
Public holiday all day	250	275

22.3.3. If a period of overtime starts on one day and continues into the next day, the overtime rate applicable to the portion worked on each day is the appropriate rate for that day.

22.3.4. Except as provided by clause 22.3.3, overtime worked on any day stands alone from overtime worked on any other day.

22.4. Time off instead of payment for overtime

22.4.1. An Employee and the 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.

22.4.2 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 22.4.

22.4.3 An agreement must state each of the following:

22.4.3.1 the number of overtime hours to which it applies and when those hours were worked; and

22.4.3.2 that the Employer and Employee agree that the Employee may take time off instead of being paid for the overtime; and

22.4.3.3 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

22.4.3.4 that any payment mentioned in clause 22.4.3 must be made in the next pay period following the request.

22.4.4 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 22.4.3 an Employee who worked 2 overtime hours is entitled to 2 hours' time off.

22.4.5 Time off must be taken:

22.4.5.1 within the period of 6 months after the overtime is worked; and

22.4.5.2 at a time or times within that period of 6 months agreed by the Employee and Employer.

22.4.6 If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 22.4.5.1, 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.

22.4.7 The Employer must keep a copy of any agreement under clause 22.4 as an employee record.

22.4.8 The 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.

22.4.9 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 22.4 will apply, including the requirement for separate written agreements under clause 22.4.3, in relation to overtime that has been worked.

22.4.10 If, on the termination of the Employee's employment, time off for overtime worked by the employee to which clause 22.4 applies has not been taken, the Employer must pay the Employee for the overtime at the overtime rate applicable to the overtime when worked.

22.5. Call back

22.5.1. Clause 22.5 applies when the 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.

22.5.2. The Employer must pay the Employee at the appropriate rate of pay for the minimum number of hours specified in **Table 4—Call back** for an attendance at work specified in column 2 of that Table.

Table 4—Call back

Column 1	Column 2
Minimum number of hours	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

22.5.3. Clause 22.5 does not apply if a period of duty is continuous (subject to a reasonable meal break) with finishing or beginning ordinary working time.

23. Penalty Rates

23.1. This clause 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 22.2—Payment of overtime.

23.2. The 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 5—Penalty rates**:

23.2.1. 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

23.2.2. for a casual Employee, at the percentage specified in column 3 of that Table of the minimum hourly rate of the employee.

Table 5—Penalty rates

Column 1 Period or day	Column 2 Full-time and part-time employees % of minimum hourly base rate	Column 3 Casual employees % of minimum hourly base 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%

23.3. For the purposes of **Table 5—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.

PART E Other Entitlements and Matters

24. Uniforms and Equipment

24.1. Uniforms

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.

25. Access to amenities

25.1 Unless the engagement at a post/site is in an emergency or for a limited duration the Employer will ensure each Employee has access to toilet facilities and drinking water.

26. Licensing

26.1. Clause 26.1 applies where relevant State or Territory legislation requires persons who perform work falling within a classification in **Schedule A** to be licensed.

26.2. The Employer must ensure that an Employee holds the appropriate licence for their classification or the work the Employee is required to perform.

26.3. An Employee does not lose any entitlements under this **Agreement** merely because the Employee does not hold an appropriate licence.

26.4. Clause 26.5 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.

26.5. The Employer may stand the Employee down from work without pay for 2 weeks or any other period that may be agreed between them in order to resolve the licensing issue.

PART F Leave and Public Holidays

27. Annual Leave

27.1. Annual leave is provided for in the NES. It does not apply to casual Employees.

27.2. Additional paid annual leave for certain shiftworkers

27.2.1 Clause 27.2 applies to an Employee who:

27.2.1.1 works a roster and who, over the roster cycle, may be rostered to work an ordinary shift on any day of the week; and

(ii) is regularly rostered to work on Sundays and public holidays.

27.2.1.2 The employee is a shiftworker for the purposes of the NES (entitlement to an additional week of paid annual leave).

27.3. Payment for annual leave

27.3.1 Before the start of a period of annual leave, the Employer must pay the Employee for the Employee's ordinary hours of work in that period the greater of:

27.3.1.1 the amount the Employee would have earned during that period for those ordinary hours had they not been on leave; and

27.3.1.2 the Employee's minimum hourly rate specified in **clause 18.1 - Minimum rates (or the rates in clause 18.2 if triggered)** for those ordinary hours together with any applicable first aid allowance, supervision allowance or relieving officer allowance payable in accordance with **clause 20 —Allowances plus a loading of 17.5%**.

27.3.2 An Employee paid by electronic funds transfer may be paid in accordance with their usual pay period while on paid annual leave.

27.3.3 An employee who has a period of untaken paid leave when the employment of the Employee ends is entitled to be paid:

27.3.3.1 an amount calculated in accordance with clause 27.4.1.1; and

27.3.3.2 a loading of 17.5% calculated in accordance with clause 27.4.1.2, unless the Employee was dismissed for misconduct; and

27.3.3.3 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.

27.3.4 The cash value of board or lodging mentioned in clause 27.4.3.3 is its cash value as fixed by or under the Employee's terms of employment or, if not so fixed, calculated at the rate of \$2.68 per week for board and \$1.36 per week for lodging.

27.4 Temporary close-down

27.4.1 Clause 27.5 applies if the Employer:

27.4.1.1 intends to close down, or reduce staffing levels in, all or part of a workplace for a particular period (temporary close down period); and

27.4.1.2 wishes to require affected Employees to take leave during that period.

27.4.2 The Employer must give the affected Employees at least 28 days' written notice of a temporary close down period, or any shorter period agreed between the Employer and the majority of relevant Employees. .

27.4.3 The Employer must give written notice of a temporary close down period to any Employee who is engaged after the notice is given under clause 27.5.2 and who will be affected by that period as soon as reasonably practicable after the Employee is engaged.

27.4.4 The Employer may direct the Employee to take a period of paid annual leave to which the Employee has accrued an entitlement during a temporary shutdown period. A direction by the Employer:

(i) must be in writing; and

(ii) must be reasonable.

27.4.5 The Employee must take paid annual leave in accordance with a direction under clause 27.4.4.

27.4.6 In respect of any part of a temporary shutdown period which is not the subject of a direction under clause 27.4.4 , the Employer and an Employee may agree, in writing, for the Employee to take leave without pay during that part of the temporary shutdown period.

27.4.7 An Employee may take annual leave in advance during a temporary shutdown period in accordance with an agreement under clause 27.8.

27.4.8 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 27.8 , to which an entitlement has not been accrued, is to be taken into account.

27.4.9 Clauses 27.5 to 27.7 do not apply to a period of annual leave that an Employee is required to take during a temporary shutdown period in accordance with clause 27.4

27.5 Excessive leave accruals: general provision

27.5.1 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 27.3).

27.5.2 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.

27.5.3 Clause 27.6 sets out how the Employer may direct an Employee who has an excessive leave accrual to take paid annual leave.

27.5.4 Clause 27.7 sets out how an Employee who has an excessive leave accrual may require the Employer to grant paid annual leave requested by the Employee.

27.6 Excessive leave accruals: direction by Employer that leave be taken

27.6.1 If the Employer has genuinely tried to reach agreement with an Employee under clause 27.5.2 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.

27.6.2 However, a direction by the Employer under clause 27.6.1:

27.6.2.1 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 27.5, 27.6 or 27.7 or otherwise agreed by the Employer and Employee) are taken into account; and

27.6.2.2 must not require the Employee to take any period of paid annual leave of less than one week; and

27.6.2.3 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

27.6.2.4 must not be inconsistent with any leave arrangement agreed by the Employer and Employee.

27.6.3 The Employee must take paid annual leave in accordance with a direction under clause 27.6.1 that is in effect.

27.6.4 An Employee to whom a direction has been given under clause 27.6.1 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 clause 27.6.4 may result in the direction ceasing to have effect. See clause 21.6.2.1.

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.

27.7 Excessive leave accruals: request by Employee for leave

27.7.1 If an Employee has genuinely tried to reach agreement with the Employer under clause 27.5.2 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.

27.7.2 However, an Employee may only give a notice to the Employer under clause 21.7.1 if:

27.7.2.1 the Employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and

27.7.2.2 the Employee has not been given a direction under clause 27.6.1 that, when any other paid annual leave arrangements (whether made under clause 27.5, 27.6 or 27.7 or otherwise agreed by the Employer and Employee) are taken into account, would eliminate the Employee's excessive leave accrual.

27.7.3 A notice given by an Employee under clause 27.7.1 must not:

27.7.3.1 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 27.5, 27.6 or 27.7 or otherwise agreed by the Employer and Employee) are taken into account; or

27.7.3.2 provide for the Employee to take any period of paid annual leave of less than one week; or

27.7.3.3 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

27.7.3.4 be inconsistent with any leave arrangement agreed by the Employer and Employee.

27.7.4 An Employee is not entitled to request by a notice under clause 21.7.1 more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker as defined by clause 27.2) in any period of 12 months.

27.7.5 The Employer must grant paid annual leave requested by a notice under clause 27.7.1.

27.8 Annual leave in advance

27.8.1 The 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.

27.8.2 An agreement must:

27.8.2.1 state the amount of leave to be taken in advance and the date on which leave is to commence; and

27.8.2.2 be signed by the Employer and Employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

27.8.3 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 27.8, 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.

27.9 Cashing out of annual leave

27.9.1 Paid annual leave must not be cashed out except in accordance with an agreement under clause 27.9.3.

27.9.2 Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 27.9.3.

27.9.3 The Employer and an Employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the Employee.

27.9.4 An agreement under clause 21.9.3 must state:

27.9.4.1 the amount of leave to be cashed out and the payment to be made to the Employee for it; and

27.9.4.2 the date on which the payment is to be made.

27.9.5 An agreement under clause 21.9.3 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.

27.9.6 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.

27.9.7 An agreement must not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.

27.9.8 The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.

27.9.9 The Employer must keep a copy of any agreement under clause 21.9.3 as an employee record.

NOTE 1: Under section 344 of the Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 27.9.3.

NOTE 2: An example of the type of agreement required by clause 27.9.3 is set out in the Award at Schedule F—Agreement to Cash Out Annual Leave.

27.10 Payment of accrued annual leave on termination

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

28. Personal/carers and compassionate leave

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

29. Parental leave

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

30. Community service leave

30.1 Community service leave is provided for in the NES.

31. Family and domestic violence leave

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

32. Public holidays

32.1. Public holiday entitlements are provided for in the NES.

32.2 Substitution of public holidays by agreement.

32.2.1 The Employer and Employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES.

32.3.2 The Employer and Employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

33. Long service leave

33.1. An employee is entitled to long service leave in accordance with the provisions of *Long Service Benefits Portability Act 2018 (Vic)*, as varied, amended, or replaced.

PART G Consultation and Dispute Resolution

34. Consultation Clause

- 34.1.** If the Employer makes a definite decision to make major workplace changes that are likely to have a significant effect on the Employees covered by this Agreement, the Employer must consult with any Employees who will be affected by the decision and their representatives, if any, and the Union.
- 34.2.** As soon as practicable after making its decision, the Employer must discuss with the relevant Employees and their representatives, if any, and the Union the introduction of the change; and the effect the change is likely to have on the employees. The Employer must discuss measures to avert or mitigate the adverse effect of the change on the Employees.
- 34.3.** For the purposes of the discussion the Employer will provide the relevant employees and their representatives, if any, and the Union in writing:
- 34.3.1.** all relevant information about the change including the nature of the change proposed; and
 - 34.3.2.** information about the expected effects of the change on the employees; and
 - 34.3.3.** any other matters likely to affect the employees.
- 34.4.** Clause 34.3 does not require the Employer to disclose any confidential or commercially sensitive information.
- 34.5.** The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees and their representatives, if any, and the Union.
- 34.6.** If there is a dispute in relation to any provision in the Consultation clause, the dispute may be resolved in accordance with the Dispute Resolution clause in this Agreement.
- 34.7.** While the dispute is being resolved in accordance with the Dispute Resolution clause:
- (a) work must continue in accordance with this Agreement and the Act; and
 - (b) an Employee must not unreasonably fail to comply with any direction given by the Employer about performing work, whether at the same or another workplace, that is safe and appropriate for the Employee to perform, subject to any applicable work health and safety legislation.
- 34.8.** In this clause:
- “A major change is likely to have a significant effect on employees”*** if it results in:
- 34.8.1.** the termination of the employment of Employees; or
 - 34.8.2.** major change to the composition, operation or size of the Employer’s workforce or to the skills required of Employees; or

- 34.8.3. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- 34.8.4. the alteration of hours of work; or
- 34.8.5. the need to retrain Employees; or
- 34.8.6. the need to relocate Employees to another workplace;
- 34.8.7. the restructuring of jobs.

or

34.9. The relevant Employees may appoint a representative, which may include the Union, for the purposes of the procedures in clause 34.

- 34.9.1. If a relevant Employee appoints, or relevant employees appoint, a representative for the purposes of the procedures the Employer must recognise the representative.
- 34.9.2. **“Relevant Employees”** means any Employees covered by the Agreement, who may be affected by a change referred to in sub-clauses 34.1 and 34.10.

34.10. Consultation about changes to rosters or hours of work

Where the Employer proposes to alter an Employee’s ordinary hours of work or change an Employee’s regular roster, other than an Employee whose working hours are irregular, sporadic or unpredictable, the Employer must, in addition to any other obligations in this clause:

- 34.10.1. Provide any affected Employee(s) and their representatives, if any, and the Union with information regarding the proposed change in writing in accordance with sub-clause 34.3; and
- 34.10.2. Invite the affected Employee(s) and their representatives, if any, and the Union to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
- 34.10.3. Give genuine consideration to any views given by the affected employee(s) and their representatives, if any, and the Union about the impact of the change; and
- 34.10.4. Where a roster change is not agreed, the employer must not implement any proposed regular roster change until at least 7 days has elapsed after written notice of the final decision has been provided in accordance with sub-clause **Error! Reference source not found.**

35. Consultative Committee

35.1 The parties to this Agreement agree to establish a Consultative Committee to facilitate discussions between management, the Union and Employees relating to:

35.1.1 the effective operation of this Agreement;

35.1.2 the provision of a safe work environment.

35.1.3 The functions of the committee shall include, but not be limited to:

35.3.1 being consulted about issues affecting working arrangements and conditions of Employees;

35.3.2 Overseeing the implementation and application of the terms of this Agreement.

35.3 Any member of the committee shall be entitled to add to the agenda any item for discussion that relates to the Agreement or the workplace.

35.4 All matters on the agenda shall be considered in good faith by each member of the Committee.

35.5 Employee representatives who are union delegates will have the rights set out in clause 11 of this agreement, which may be used for purposes associated with their participation in the consultative committee.

35.6 The committee shall meet at least four (4) times per calendar year or more often if required.

35.7 Formal records of committee meetings shall be maintained by the Employer. Minutes must be forwarded to committee members within seven (7) business of the meeting to ensure a timely communication process.

35.8 Nothing in this clause derogates from the Employer's obligations to consult when seriously considering major change, or when the Employer has made a definite decision to make major change, or where the Employer proposes a change to regular rosters or ordinary hours of work.

36. Consultation about Change of contract

The parties are committed to maximising the job security of Employees during the introduction of change and/or change of contract.

Where there is a change in contract (as defined by sub-clause 36.6), the Employer must, in addition to any other consultation obligations under clauses 34 and 35 this Agreement, comply with sub-clauses 36.1 to 6:

36.1. Change of Contract – outgoing contractor

36.1.1. Notification of the expiry or loss of contract

36.1.1.1. The Employer is required to notify Employees 28 days or as soon as practicable before the existing security contract is due to expire or when the Employer is notified the contract has been terminated. A copy of the communication sent to Employees will also be provided to

the Union at the same time or as soon as possible after communication to Employees.

36.1.1.2. The notification referred to in clause 36.1.1.1 is to be in writing and will

contain options (if any) for suitable alternative employment with the Employer. This includes, but is not limited to, the location at which the work is proposed to be performed, the proposed hours of work, and the proposed rates of pay and any allowances payable;

36.1.1.3. The Employer must give a written notice to any Employee who is not offered suitable alternative employment with the Employer that:

- (a) Details of the Employee's entitlements, including accrued annual leave; and
- (b) A statement of service (including length of service, hours of work done, classification and shift configuration); and
- (c) Invite 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.

36.1.1.4. Where the Union requests, the Employer will provide a copy of the information detailed in clause 36.1.1.2 within 24 hours.

36.1.2. Assistance to obtain employment with the incoming contractor

36.1.2.1. The Employer will then provide a current list of Employees who have consented to their name being provided to the incoming contractor.

36.1.2.2. The Employer will use its best endeavours to assist Employees who wish to remain working at the site to obtain employment with the incoming contractor.

36.2. Change of Contract- where employer is incoming contractor

Where the Employer has successfully tendered for a contract, the Employer will adopt the following process:

36.2.1. Offer existing staff an opportunity to apply for employment with the Employer

36.2.1.1. The Employer will, provide details to the outgoing contractor to provide to their employees instructions on how to express interest in applying for a vacant position with the Employer.

- (a) The employer will use its best endeavours to ensure that existing staff of the outgoing contractor are interviewed and considered for positions with the Employer.

36.2.2. Offers of employment to existing staff

36.2.2.1. The employer will consider offering employment to existing staff of the outgoing contractor provided they meet the Employers standards and expectations for all available positions at the site.

36.2.2.2. Despite clause 36.2.2, the Employer is not obligated to offer employment to existing staff of the outgoing contractor, if:

- (a) The existing staff commenced work at the site after the outgoing contractor was advised of the change of contract, or within 3 months of the date of contract change (whichever is greater); or
- (b) There are more existing staff than the required number of staff needed to fulfil the contract, in which case the employer will not be required to employ more than the number of employees required at the worksite to fulfil the contract (see also clause **Error! Reference source not found.**); or
- (c) There is clear communication from the client that the existing staff member should not be employed for reasons of poor work performance or conduct; and
- (d) The Employer deems them unsuitable in line with its standards recruitment and selection processes.

36.2.2.3. The employer will ensure that clause 12.2 is followed for offers to engage employees under 36.2.2. :

36.3. Meaning of change of contract

36.3.1. In this clause **Change of Contract** means the termination of a contract for security services by the outgoing contractor and the commencement of a contract with the incoming contractor to perform similar work at the same building(s) or worksite(s).

37. Dispute Resolution Clause

Application of dispute resolution procedure

37.1. This dispute resolution procedure applies to the following disputes:

37.1.1. matters arising under the Agreement;

matters arising under the NES . Procedure

- 37.2.** In the first instance, the Parties will attempt to resolve the dispute at the workplace level. Where appropriate, this may involve 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.
- 37.3.** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clause 37.2, a party may refer the dispute to FWC to settle the dispute.

FWC Power to Settle the Dispute

- 37.4.** FWC will deal with a dispute by:
- 37.4.1.** mediation or conciliation; and/or
 - 37.4.2.** making a recommendation or expressing an opinion; and /or
 - 37.4.3.** if the dispute remains unresolved, arbitration.
- 37.5.** Without limiting any powers available under the Act, the FWC may exercise the procedural powers in relation to conferences, hearings, evidence and submissions which are necessary to effectively settle the dispute.
- 37.6.** Subject to clause 37.10 below, a decision of FWC under this dispute resolution procedure will bind the Parties.
- 37.7.** Notwithstanding clause 37.6, any party may exercise a right of appeal against the decision to a Full Bench.

Representation

- 37.8.** At any stage in this dispute resolution procedure, an Employee may appoint another person, a union, organisation or association to accompany and/or represent them for the purposes of this clause.

Status Quo

- 37.9** While the dispute is being resolved in accordance with sub-clauses 37.1 to 37.8:
- (a) work must continue in accordance with this Agreement and the Act; and
 - (b) an Employee must not unreasonably fail to comply with any direction given by the Employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform, subject to any applicable work health and safety legislation.

Enforcement of the Agreement, the NES or the Act

- 37.10** Nothing in this procedure prevents a party from enforcing this Agreement, the NES, the Act or any other matter pertaining to the employment relationship in a Court.

PART H Termination of Employment and Redundancy

38 Termination of employment

38.1 Notice of termination by an employee

38.1.1 A permanent employee is required to give the following notice of resignation:

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

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

38.1.2 Continuous service at clause 38.1.1 has the same meaning as in section 117 of the Act.

38.1.3 If an Employee who is at least 18 years old does not give the period of notice required under clause 38.1.1, then the Employer may deduct from wages due to the Employee under this Agreement an amount that is no more than one week's wages for the Employee.

38.1.4 If the Employer has agreed to a shorter period of notice than that required under clause 38.8.1, then no deduction can be made under clause 38.8.3.

38.1.5 Any deduction made under clause 38.1.3 must not be unreasonable in the circumstances.

38.2 Termination at the initiative of the employer

38.2.1 Where the Employer terminates the employment of an Employee (not being a casual Employee), the Employer must provide the Employee with the following period of notice or make payment in lieu of notice in accordance with clause 38.1.1.

38.2.1.1

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

38.2.2.2 The notice period is increased by one week if the Employee is over 45 years of age and has completed at least two years of service. For the propose of this clause, continuous service has the meaning as the Act.

38.2.2.3 The Employer is not required to provide the period of notice in the case of a summary dismissal for serious and wilful misconduct.

38.2.2.4 The Employer may make payment to the employee in lieu of the whole or part of the period of notice. Where payment is made by the Employer, in lieu of notice pursuant to this clause, the Employer will pay the Employee the amount they would have received had they worked (including allowances, loadings, shift penalties and rostered overtime).

38.2.2.5 On termination of employment, the Employee must return to the Employer, all property that has been supplied by the Employer and is in their possession including uniforms, keys, documents, phones, and personal protective equipment.

Job search entitlement

38.3.1 Where the Employer has given notice of termination to an Employee, the Employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.

38.3.2 The time off under clause 38.3.1 is to be taken at times that are convenient to the Employee after consultation with the Employer.

39 Redundancy

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

39.1 Transfer to lower paid duties on redundancy

39.1.1 Clause 39.1 applies if, because of redundancy, an Employee is transferred to new duties to which a lower ordinary rate of pay applies.

39.1.2 The Employer may:

39.1.3.1 give the employee notice of the transfer of at least the same length as the Employee would be entitled to under section 117 of the Act as if it were a notice of termination given by the Employer; or

39.1.3.2 transfer the Employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the Employer pays the Employee as set out in clause 38.2.3.

39.1.3 If the Employer acts as mentioned in clause 0, the Employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the Employee (inclusive of all-purpose allowances and penalty rates applicable to ordinary hours) for the hours of work the Employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances and penalty rates applicable to ordinary hours) of the Employee in the second role for the period for which notice was not given.

39.2 Employee leaving during redundancy notice period

- 39.2.1 An Employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed in section 117(3) of the Act.
- 39.2.2 The Employee is entitled to receive the payments they would have received under clauses 38 under sections 119 to 123 of the Act had they remained in employment until the expiry of the notice.
- 39.2.3 However, the Employee is not entitled to be paid for any part of the period of notice remaining after the Employee ceases to be employed.

39.3 Job search entitlement

- 39.3.1 Where the Employer has given notice of termination to an Employee in circumstances of redundancy, the Employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed in 117(3) of the Act for the purpose of seeking other employment.
- 39.3.2 If an Employee is allowed time off without loss of pay of more than one day under clause 39.3.1 the Employee must, at the request of the Employer, produce proof of attendance at an interview.
- 39.3.3 A statutory declaration is sufficient for the purpose of clause 39.3.2.
- 39.3.4 An Employee who fails to produce proof when required under clause 39.3.2 is not entitled to be paid for the time off.
- 39.3.5 This entitlement applies instead of clause 38.3.

39.4 Change of contract

- 39.4.1 Clause 39.4 applies in addition to clause 34, clause 35, and 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).
- 39.4.2 The requirement to pay redundancy pay pursuant to clauses 38 of the Agreement or section 119 of the Act does not apply to an employee of the outgoing contractor where:
- 39.4.2.1 the employee of the outgoing contractor agrees to other acceptable employment with the incoming contractor, and
- 39.4.2.2 the outgoing contractor has paid to the employee all of the employee's accrued statutory Agreement entitlements on termination of the employee's employment.
- 39.4.3 To avoid doubt, the requirement to pay redundancy pay does apply to an employee of an outgoing contractor where the employee is not offered acceptable employment with either the outgoing contractor or the incoming contractor.

PART I Signatures

I am authorised to sign this Agreement on behalf of Securecorp Pty Ltd

Signature

Harm Veerman

Managing Director

11 Compark Cct, Mulgrave Victoria 3170

Witness

Signature

Full Name

Date signed by the Employer

Date

I am authorised to sign this Agreement on behalf of the United Workers Union

Signature

Lyndal Ryan

Director, United Workers Union

Unit 15, 71 Leichhardt St, Kingston ACT 2604

Witness

Signature

Full Name

Date signed on behalf of the United Workers Union

Date

I am authorised to sign this Agreement as a bargaining representative of the Employees

Signature

Full Name

Title/Authority to Sign

Address (including State and Postcode)

Witness

Signature

Full Name

Date signed on behalf of the Employees

Date

Schedule 1 Classifications

A.1 Security Officer Level 1

A.1.1 A Security Officer Level 1:

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

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

- (a) watch, guard or protect persons, premises or property at sites or locations where the complex use of computer technology is not required;
- (b) basic crowd control functions, including at shopping centres, major events, sporting tournaments, nightclubs, sporting venues and other entertainment venues or public areas where events, concerts or similar activities are conducted;
- (c) be stationed at an entrance to, or exit from, premises or a property with principal duties including the control of movement of persons, vehicles, goods, or property coming out of, or going into, the premises or property, including to ensure that the quantity and description of goods being carried on a vehicle is in accordance with the requirements of the relevant document or gate pass;
- (d) respond to basic fire or security alarms at their designated post;
- (e) in performing the duties referred to in clauses A.1.2(a) to A.1.2(d) the officer may be required to use electronic equipment such as hand-held scanners and simple closed circuit television systems utilising basic keyboard skills that do not require data input;
- (f) provide safety induction to employees, contractors or visitors to the site; and
- (g) control access to, and exit from, an airside security zone or landside security zone at an airport.

A.2 Security Officer Level 2

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

A.2.2 A Security Officer Level 2:

- (a) works from complex instructions and procedures under general supervision, which may not necessarily be at the site where the officer is posted;
- (b) assists in the provision of on-the-job training;
- (c) exercises good interpersonal communications skills;

- (d) co-ordinates work in a team environment or works individually under general supervision of a more senior security officer who may not necessarily be at the site where the officer is posted;
- (e) is responsible for assuring the quality of their own work; and
- (f) is required to act as first response to security incidents or matters.

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

- (a) duties of securing, watching, guarding, protecting as directed, responding to alarm signals (including attendances) and, when not alone, minor non-technical servicing of ATMs, not including cash replenishment;
- (b) crowd control functions including at shopping centres, major events, sporting tournaments, nightclubs, sporting venues and other entertainment venues or public areas where events, concerts or similar activities are conducted;
- (c) patrol 2 or more separate establishments or sites in a vehicle, including where operated by the same business;
- (d) monitor and respond to electronic intrusion detection or access control equipment terminating at a visual display unit or computerised printout (except for simple closed circuit television systems), not including complex data input into a computer;
- (e) monitor and act on walk-through electromagnetic detectors, or monitor, interpret and act on screen images using x-ray imaging or observation equipment, including in or in connection with airport security zones;
- (f) operate a public weigh-bridge;
- (g) record or report security incidents or matters on a computer based system;
- (h) control a dog used to assist the security officer to carry out the duties of watching, guarding or protecting persons, premises or property; and
- (i) conduct frisk searches of persons and screening using explosive trace detection, including in or in connection with airport security zones.

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

A.3 Security Officer Level 3

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

A.3.2 A Security Officer Level 3:

- (a) works from complex instructions and procedures under limited supervision;
- (b) exercises good interpersonal and communications skills;
- (c) exercises computer skills at a level higher than Level 2;
- (d) assists in the provision of on-the-job training;

- (e) exercises discretion within the scope of this classification level; and
- (f) performs work independently under limited supervision either individually or in a team environment.

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

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

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

A.4 Security Officer Level 4

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

A.4.2 A Security Officer Level 4:

- (a) works individually or in a team environment under limited supervision which may not necessarily be at the site where the officer is posted;
- (b) assists in the provision of on-the-job training;
- (c) exercises discretion within the scope of this classification level;
- (d) exercises computer skills at a higher level than Level 3; and
- (e) exercises high level interpersonal and communications skills.

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

- (a) monitoring, recording, inputting information or reacting to signals and instruments related to electronic surveillance of any kind within a monitoring centre or at a particular location;

- (b) keyboard operation to alter the parameters within an integrated intelligent building management or security system, including operating computer programs that have the ability to lock or unlock doors, program access cards, audit door access by individuals as well as recording the time and date of access; and
- (c) co-ordinate, monitor or record the activities of security officers utilising a verbal or computer based communications system within a monitoring centre including in or in connection with an airport security zone.

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

A.5 Security Officer Level 5

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

A.5.2 A Security Officer Level 5:

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

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

- (a) keyboard operation to alter the parameters within an integrated intelligent building management or security system, including operating computer programs that have the ability to remotely lock or unlock doors, program access cards, audit door access by individuals as well as recording the time and date of access; and
- (b) co-ordinate, monitor or record the activities of security officers utilising a verbal or computer based communications system within a monitoring centre including in or in connection with an airport security zone.

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

Schedule 2 Summary of Hourly Rates of Pay

B.1.1 On commencement, Ordinary rates and penalty rates

(a) From the first full pay period on or after 1 July 2023 the ordinary rates and penalty rates are as follows:

(i) Full-time and part-time employees:

	Day	Night 121.70%	Permanent Night 130%	Saturday 150%	Sunday 200%	Public Holiday 250%
Level 1	\$ 25.27	\$ 30.75	\$32.85	\$ 37.91	\$ 50.54	\$ 63.18
Level 2	\$25.99	\$31.63	33.79	\$ 38.99	\$ 51.98	\$64.98
Level 3	\$ 26.43	\$32.17	\$34.36	\$39.65	\$52.86	\$66.08
Level 4	\$26.87	\$32.70	\$ 34.93	\$40.31	\$53.74	\$67.18
Level 5	\$ 27.74	\$ 33.76	\$36.06	\$41.61	\$55.48	\$69.35

(ii) Casual employees:

	Casual Day 125%	Night 146.70%	Permanent Night 155%	Saturday 175%	Sunday 225%	Public Holiday 275%
Level 1	\$31.59	\$37.07	\$39.17	\$44.22	\$56.86	\$69.49
Level 2	\$32.49	\$38.13	\$40.28	\$45.48	\$58.48	\$71.47
Level 3	\$33.04	\$38.77	\$40.97	\$46.25	\$59.47	72.68
Level 4	33.59	39.42	\$ 41.65	\$47.02	\$60.46	\$73.89
Level 5	\$34.68	\$40.69	\$ 43.00	\$48.55	\$62.42	\$76.29

B.1.2 On commencement, Overtime

(b) From the first full pay period on or after 1 July 2023 the overtime rates are as follows:

(i) Full-time and part-time employees:

	Monday - Saturday, First 2 hrs 150%	Monday to Saturday, after 2 hrs 200%	Sunday 200%	Public Holiday 250%
Level 1	\$37.91	\$ 50.54	\$50.54	\$63.18
Level 2	\$38.99	\$51.98	\$51.98	\$64.98
Level 3	\$39.65	\$ 52.86	\$ 52.86	66.08
Level 4	\$40.31	\$53.74	\$53.74	\$67.18
Level 5	\$ 4161	\$55.48	\$55.48	\$69.35

B.2.1 “Safeguard Rates” - Ordinary rates and penalty rates

(a) Should clause 18.2 be triggered, ordinary rates and penalty rates at 6% above-Award are as follows:

(i) Full-time and part-time employees:

	Day	Night 121.70%	Permanent Night 130%	Saturday 150%	Sunday 200%	Public Holiday 250%
Level 1	\$26.79	\$32.60	\$34.82	\$40.18	\$53.57	\$ 66.97
Level 2	\$27.55	\$33.53	\$ 35.82	\$41.33	\$55.10	\$68.88
Level 3	\$28.02	\$34.10	\$36.42	\$42.03	\$56.03	\$70.04
Level 4	\$28.48	\$34.66	\$37.03	\$42.73	\$56.96	\$71.21
Level 5	\$29.40	35.79	\$38.22	\$44.11	\$58.81	\$73.51

(ii) Casual employees:

	Casual Day 125%	Night Mon- Fri 146.70%	Permanent Night Monday to Friday 155%	Saturday 175%	Sunday 225%	Public Holiday 275%
Level 1	\$33.49	\$39.29	\$41.52	\$46.87	\$60.27	\$73.66
Level 2	\$34.44	\$40.42	\$42.70	\$48.21	\$61.99	\$75.76
Level 3	\$35.02	\$41.10	\$43.43	\$49.03	\$63.04	\$77.04
Level 4	\$35.61	\$41.79	\$44.15	\$49.84	\$64.09	\$78.32
Level 5	\$36.76	\$43.13	\$45.58	\$51.46	\$66.17	\$80.87

B.2.2 Year 1 “Safeguard Rates” - Overtime

(b) Should clause 18.2 be triggered, overtime rates at 6% above-Award are as follows:

(i) Full-time and part-time employees:

	Monday - Friday, First 2 hrs 150%	Monday to Friday, after 2 hrs 200%	Sunday 200%	Public Holiday 250%
Level 1	\$40.18	\$53.57	\$53.57	\$66.97
Level 2	\$41.33	\$55.10	\$55.10	\$68.88
Level 3	\$42.03	\$56.03	\$56.03	\$70.04
Level 4	\$42.73	\$56.96	\$ 56.96	\$71.21
Level 5	\$44.11	\$58.81	\$58.81	\$73.51

(li) Casual employees:

	Monday - Friday, First 2 hrs 155%	Monday to Friday, after 2 hrs 200%	Sunday 200%	Public Holiday 250%
Level 1	\$40.18	\$53.57	\$53.57	\$66.97
Level 2	\$41.33	\$55.10	\$55.10	\$68.88
Level 3	\$42.03	\$56.03	\$56.03	\$70.04
Level 4	\$42.73	\$56.96	\$56.96	\$71.21
Level 5	\$44.11	\$58.81	\$58.81	\$73.51