

The Exposure Draft was first published on 15 December 2014. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
21 October 2015	Incorporate changes resulting from <a href="#">[2015] FWCFB 3023</a> and <a href="#">PR567232</a>	15.2
	Incorporate changes in accordance with <a href="#">[2014] FWCFB 9412</a>	1, 2, 5, 10, 15, 16, 17, 18, 19, 20, 21, Schedule F, Schedule H
	Incorporate changes resulting from <a href="#">[2015] FWCFB 3500</a> , <a href="#">PR566790</a> , and <a href="#">PR566919</a>	10, 11, Schedule D, Schedule E
	Incorporate changes resulting from <a href="#">[2015] FWCFB 4658</a>	1, 3, 10, 15, Schedule D
30 October 2015	Incorporate changes resulting from <a href="#">Hearing held 07/10/15</a> and <a href="#">Conference held 27/10/15</a>	6.4(b)(i), 8.2(a), 9.7, 10.1, 11.2(b)(i), 11.3(c)(iv)
	Incorporate change resulting from <a href="#">[2015] FWCFB 6656</a>	1
	Incorporate further change resulting from <a href="#">[2015] FWCFB 4658</a>	10.2
1 December 2015	Fixing technical and typographical errors	1 (1.2 divided into two clauses 1.2 and 1.3), 20
	Incorporate parties' suggested amendments	11.3(a)(i), 14.5
31 October 2016	Correct error	20.2
	Incorporate changes resulting from <a href="#">PR580863</a>	Schedule G
	Incorporate changes resulting from <a href="#">[2016] FWCFB 3500</a> , <a href="#">PR579901</a> and <a href="#">PR579615</a>	10, 11, Schedule D, Schedule E
	Incorporate changes resulting from <a href="#">[2016] FWCFB 3953</a> and <a href="#">PR582991</a>	5.2, 15, Schedule I, Schedule J
	Incorporate changes resulting from <a href="#">[2016] FWCFB 7254</a>	6.4(b)(i), 8.2(a), 9.7, 10.1, 11.2, 11.3(a)(i), 11.3(c)(iv), 14.5, 20.2

# Revised EXPOSURE DRAFT

## Corrections and Detention (Private Sector) Award 2015

This exposure draft has been prepared by staff of the Fair Work Commission based on the **Corrections and Detention (Private Sector) Award 2010** (the Corrections and Detention Award) as at 15 December 2014. This exposure draft does not seek to amend any entitlements under the Corrections and Detention Award but has been prepared to address some of the structural issues identified in modern awards.

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/201](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

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

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## Part 1—Application and Operation

### 1. Title and commencement

- 1.1 This award is the *Corrections and Detention (Private Sector) Award 2015*.
- 1.2 This modern award, as varied, commenced operation on 1 January 2010.
- 1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.
- 1.4 Schedule H—Definitions sets out definitions that apply in this award.
- 1.5 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

### 2. The National Employment Standards and this award

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

### 3. Coverage

- 3.1 This industry award covers employers throughout Australia in the corrections and detention industry and their employees in the classifications listed in clause 7—Classifications to the exclusion of any other modern award.
- 3.2 In this award, the **corrections and detention industry** means the private operation of correctional facilities, custody centres, court custody services and detention facilities, and the private operation of prisoner or detainee facilities or services, including the provision of security escort services to and from correctional facilities, courts and/or hospitals carried out by private operators.
- 3.3 This award does not cover contractors to owners or operators of corrections and detention industry facilities, and the employees of such contractors, where such contractors are covered by any of the following awards:
  - (a) *Building and Construction General On-site Award 2015*;

- (b) *Clerks—Private Sector Award 2015*;
- (c) *Electrical, Electronic and Communications Contracting Award 2015*;
- (d) *Joinery and Building Trades Award 2015*;
- (e) *Manufacturing and Associated Industries and Occupations Award 2015*;
- (f) *Mobile Crane Hiring Award 2015*;
- (g) *Plumbing and Fire Sprinklers Award 2015*; and
- (h) *Security Services Industry Award 2015*,

unless such contractor is a sub-contract operator of a corrections and detention industry facility.

- 3.4** This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 3.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.
- 3.5** This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out at clause 3.1 and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.
- 3.6** This award does not cover:
- (a) employees excluded from award coverage by the *Fair Work Act 2009* (Cth) (the Act);
  - (b) employees who are covered by a modern enterprise award or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or
  - (c) employees who are covered by a State reference public sector modern award or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.
- 3.7** Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work (including having regard to historical coverage of such employees).

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.

## **4. Award flexibility**

- 4.1** Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of, are those concerning:
- (a) arrangements for when work is performed;
  - (b) overtime rates;
  - (c) penalty rates;
  - (d) allowances; and
  - (e) leave loading.
- 4.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.
- 4.3** The agreement between the employer and the individual employee must:
- (a) be confined to a variation in the application of one or more of the terms listed in clause 4.1; and
  - (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.
- 4.4** The agreement between the employer and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
  - (b) state each term of this award that the employer and the individual employee have agreed to vary;
  - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
  - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
  - (e) state the date the agreement commences to operate.
- 4.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 4.6** Except as provided in clause 4.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 4.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the

employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

**4.8** The agreement may be terminated:

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

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

**4.9** The notice provisions in clause 4.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 4.8(a), subject to four weeks' notice of termination.

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

## **5. Facilitative provisions**

**5.1** A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or an employer and the majority of employees in the enterprise or part of the enterprise concerned.

**5.2** Facilitative provisions in this award are contained in the following clauses:

5.2 amended in accordance with PR582991

<b>Clause</b>	<b>Provision</b>	<b>Agreement between an employer and:</b>
9.3	Breaks—unpaid meal break	An individual
14.3(a)	Overtime—time off instead of payment	An individual
15.4	<u>Annual leave in advance</u>	<u>An individual</u>
15.5	<u>Cashing out of annual leave</u>	<u>An individual</u>
18.3	Substitution of public holidays by agreement	

## Part 2—Types of Employment and Classifications

### 6. Types of employment

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

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

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

### 6.3 Full-time employees

A full-time employee is an employee engaged to work an average of 38 ordinary hours per week on either:

- (a) an on-going basis; or
- (b) for a fixed period of time (determined by reference to a specific date or event).

### 6.4 Part-time employees

(a) An employer may employ part-time employees in any classification in this award on either:

- (i) an on-going basis;
- (ii) or for a fixed period of time (determined by reference to a specific date or event).

(b) A part-time employee:

6.4(b) amended in accordance with para [55] of [2016] FWCFB 7254

- (i) is engaged to work less than full-time hours of an average of 38 ordinary hours per week;
  - (ii) has reasonably predictable hours of work; and
  - (iii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- (c) At the time of engagement the employer and the part-time employee will agree on a regular pattern of work, specifying in writing at least:
- (i) the hours worked each day;
  - (ii) which days of the week the employee will work; and
  - (iii) the actual starting and finishing times each day.
- (d) Any agreed variation to the hours of work will be recorded in writing.



- (e) An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.
- (f) An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 6.5.
- (g) All time worked in excess of the hours as agreed under clause 6.4(c) or varied under clause 6.4(d) will be overtime and paid for at the rates prescribed in clause 14—Overtime.
- (h) A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the minimum hourly rate prescribed in clause 10—Minimum wages for the work performed.

## 6.5 Casual employees

- (a) A casual employee is an employee who is engaged and paid as a casual employee.
- (b) **Casual loading**
  - (i) For each ordinary hour worked, a casual employee must be paid:
    - the minimum hourly rate and rates payable for shift and weekend work on the same basis as a weekly employee; and
    - an additional loading of **25%** of the minimum hourly rate, for the classification in which they are employed.
  - (ii) The casual loading is paid instead of paid leave under this award and the NES.
- (c) **Penalties and overtime**

Penalties (including public holiday penalties) and overtime for casual employees will be calculated on the minimum hourly rate for the classification in which they are employed exclusive of the casual loading.

## 6.6 Change in the basis of employment

Nothing in this award prevents the employer and the employee from agreeing to change the basis of the employee's employment (as identified in this clause) from time-to-time. Any agreed variation will be recorded in writing.

## 7. Classifications

### 7.1 Descriptions of the classifications under this award are set out in:

- (a) Schedule A—Classification Definitions—Correctional Employees;
- (b) Schedule B— Classification Definitions—Detention Services; and
- (c) Schedule C—Classification Definitions—Catering employees (Corrections and Detention Services).

## Part 3—Hours of Work

### 8. Ordinary hours of work and rostering

#### 8.1 Ordinary hours and roster cycles

- (a) The corrections and detention industry operates 24 hours per day, 7 days per week (including weekends and public holidays). Subject to the terms of this award, employees may be rostered to work their ordinary hours on any day and at any time in a day in order to meet operational requirements.
- (b) Employees other than shiftworkers may be required to work up to 10 ordinary hours per day.
- (c) The following time is working time for the purposes of this clause and must be paid for at the appropriate rate:
  - (i) rest breaks for shiftworkers;
  - (ii) time occupied by an employee in filling in any time record or cards or in the making of records (other than time spent checking in or out when entering or leaving the employer's premises);
  - (iii) time spent attending a court in relation to any matter arising out of or in connection with the employee's duties; and
  - (iv) time spent at the direction of the employer attending training courses (other than any course undertaken by an employee in order to obtain a security licence where the employee does not already hold a security licence under licensing legislation).

#### 8.2 Ordinary hours of work and roster cycles—day workers

8.2(a) amended in accordance with para [55] and [67]-[68] of [2016] FWCFB 7254

- (a) Ordinary hours of work for full-time and part-time employees other than shiftworkers are worked between 6.00 am and 6.00 pm any day of the week. ~~subject to clause 8.1.~~
- (b) The ordinary hours of work for a full-time employee are an average of 38 hours per week (not including unpaid meal breaks) over a period of 28 days.

#### 8.3 Ordinary hours of work and roster cycles—shiftworkers

- (a) A **shiftworker** is an employee who works a roster cycle where their ordinary hours are rostered outside the span of hours referred to in clause 8.2(a).
- (b) A shiftworker's roster cycle will provide for an average of 38 ordinary hours over a period not exceeding eight weeks.

#### 8.4 Shift duration

Ordinary time shifts must be:

Type of employment	Minimum number of ordinary hours	Maximum number of ordinary hours
Full-time employees	7.6	12
Part-time employees	hours to be agreed	12
Casual employees	3	12

#### 8.5 Break between successive shifts

There must be a break of at least eight hours between any two successive ordinary time shifts.

#### 8.6 Long breaks

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

Length of roster cycle	Minimum number of breaks
3 weeks	3 breaks of 2 days (48 continuous hours)
4 weeks	3 breaks of 3 days (72 continuous hours); or 4 breaks of 2 days (48 continuous hours); or 2 breaks of 4 days (96 continuous hours)
8 weeks	6 breaks of 3 days (72 continuous hours); or 9 breaks of 2 days (48 continuous hours)

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

#### 8.7 Work cycle or FIFO/DIDO operations

- (a) The total ordinary hours of work during a work cycle must not exceed 38 hours multiplied by the total number of working and non-working weeks in the work cycle.
- (b) Employees required to work in remote locations may be engaged to work on a work cycle made up of working and non-working days.
- (c) For the purpose of clause 8.7(b), **remote work** means work required to be performed in any location that is operated by the employer as a remote location, including but not limited to sites operating on a fly in/fly out, drive in/drive out (FIFO/DIDO) or bus in/bus out basis.
- (d) The applicable overtime rates will be paid for work required to be performed in addition to rostered hours on any shift and for time required to be worked in excess of the total rostered hours in the work cycle.

## 9. Breaks

- 9.1 The employer will provide unpaid meal breaks, unless clause 9.7 applies, at times suitable to operational requirements, taking into account the wishes of the employee. The number, starting and finishing times of meal breaks will be specified.
- 9.2 The length of the meal break must be at least 30 minutes.
- 9.3 Except where otherwise permitted by this clause, the employee will not be required to work for more than five hours without an unpaid meal break unless the employee and the employer otherwise agree.
- 9.4 If for operational or emergency reasons the employee is required to remain on duty, they may arrange to take meals during their hours of duty without a specific meal break.
- 9.5 When the employee is required by their supervisor to work through their meal break in accordance with clause 9.4, time off at ordinary rates will be approved in accordance with this award.
- 9.6 If for operational reasons it is impractical for all employees within a work group to observe the same time for the taking of a meal break, meal breaks may be staggered.

9.7 amended in accordance with para [55] of [2016] FWCFB 7254

- 9.7 ~~Employees working in accordance with a shift roster~~ Shiftworkers will be granted paid rest breaks of at least 10 minutes in duration, at times suitable to operational requirements taking into account the wishes of the employee. ~~and such rest breaks will count as ordinary working time.~~

## Part 4—Wages and Allowances

### 10. Minimum wages

Rates updated as a result of AWR 2016; 10.1 amended in accordance with para [55] of [2016] FWCFB 7254

- 10.1 An employer must pay adult employees not less than the following minimum wages applicable to the employee’s classification for ordinary hours worked by the employee, as follows:

(a) **Corrections employees and detention services**

Employee classification	Minimum weekly rate \$	Minimum hourly rate \$
<b>Correctional employees (see Schedule A)</b>		
Trainee	698.00	18.37
Correctional Officer Level 1	753.00	19.82
Correctional Officer Level 2	820.90	21.60

<b>Employee classification</b>	<b>Minimum weekly rate \$</b>	<b>Minimum hourly rate \$</b>
Correctional Officer—Perimeter/Security Level 1	745.80	19.63
Correctional Officer—Perimeter/Security Level 2	753.00	19.82
Correctional Supervisor Level 1	933.60	24.57
Correctional Supervisor Level 2	970.90	25.55
Court Security Officer	745.80	19.63
Court Security Supervisor	801.90	21.10
Custody Officer	783.30	20.61
Prisoner Escort Transport Officer	783.30	20.61
<b>Detention employees (see Schedule B)</b>		
Induction Trainee	724.10	19.06
Detention Services Officer Level 1	745.80	19.63
Detention Services Officer Level 2	783.30	20.61
Operations Co-ordinator	857.10	22.56

**(b) Catering employee classifications (corrections and detention services)**

<b>Level</b>	<b>Classification (see Schedule C)</b>	<b>Minimum weekly rate \$</b>	<b>Minimum hourly rate \$</b>
	Introductory	672.70	17.70
Level 1	Food and beverage attendant grade 1	692.10	18.21
	Kitchen attendant grade 1		
Level 2	Cook grade 1	718.60	18.91
	Food and beverage attendant grade 2		
	Kitchen attendant grade 2		
	Storeperson grade 1		
Level 3	Cook grade 2	743.30	19.56
	Food and beverage attendant grade 3		
	Kitchen attendant grade 3		
	Storeperson grade 2		
Level 4	Cook (tradesperson) grade 3	783.30	20.61
	Food and beverage attendant (tradesperson) grade 4		
	Storeperson grade 3		
Level 5	Cook (tradesperson) grade 4	832.30	21.90

Level	Classification (see Schedule C)	Minimum weekly rate \$	Minimum hourly rate \$
	Food and beverage supervisor		
Level 6	Cook (tradesperson) grade 5	854.60	22.49

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

## 10.2 Payment of wages

- (a) Wages, allowances, penalty or overtime payments due to an employee must be paid by the employer fortnightly by electronic funds transfer (EFT) to a bank or financial institution account nominated by the employee. In exceptional circumstances, the employer will make provision for off-line payments.
- (b) Where a normal payday falls on a public holiday, the EFT to the employee's nominated account must be made no later than the last working day prior to the public holiday.

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.

## 10.3 Higher duties

- (a) An employee required to perform all of the duties of a position for which a higher rate of pay is fixed by this award for at least three consecutive working days will be paid an allowance to increase the employee's rate of pay to the minimum rate of pay for that higher position for the period they are employed at the higher level.
- (b) A higher duties allowance will not be paid to:
  - (i) an employee on long service leave, unless the assignment has continued for a period exceeding 12 months;
  - (ii) an employee on parental leave;
  - (iii) an employee who proceeds on full-time study leave immediately following a higher duties assignment; or
  - (iv) an employee taking planned annual leave unless the employee was performing the higher duties immediately before the taking of annual leave.
- (c) For the purposes of this clause, the **duties of a position** will mean the duties which would usually be performed in the position during the period applicable.

## 10.4 National training wage

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

## 11. Allowances

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

**11.1** Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule E for a summary of monetary allowances and method of adjustment.

### 11.2 Wage related allowances

#### (a) First aid training allowance

- (i) An employee will be reimbursed for the cost of training and obtaining, maintaining and upgrading any first aid qualification if required by the employer.
- (ii) A first aid allowance of **\$3.43** per shift (to a maximum of **\$14.77** per week) is payable to an employee where an employee holds a Senior First Aid Certificate (also known as Apply First Aid or Workplace Level 2) and is designated by the employer to act as a First Aid Officer.

#### (b) Dog handler's allowance

11.2(b) amended in accordance with para [77] of [2016] FWCFB 7254

- (i) For the purpose of this clause 11.2(b), an employee is responsible for maintaining an animal attached to a dog handlers' unit if they are responsible for feeding; exercising; home kennelling; transporting and ensuring the safety and security of the animal.
- (ii) Where an employee is responsible for maintaining an animal attached to a dog handler's unit an employer will directly provide the following services:
  - feeding;
  - exercising;
  - home kennelling;
  - transporting; and
  - ensuring the safety and security of the animal.
- (iii) If the employer does not provide the services in clause 11.2(b)(i) they will:
  - pay the costs associated with maintaining the animal; or
  - pay the employee a weekly allowance of 5% of the employee's weekly rate of pay in clause 10.1.
- (iv) An employee and their employer may agree to arrangements that involve part direct provision and/or payment of costs and part payment of the weekly dog handler's allowance.

(v) The employer will be responsible for providing alternative kennel facilities for the animal during an employee's leave.

(vi) The employer will cover the cost of approved veterinary treatment provided to the animal.

~~(i) Where an employee is responsible for maintaining an animal attached to a dog handler's unit an employer will directly provide the following services:~~

- ~~• feeding;~~
- ~~• exercising;~~
- ~~• home kennelling;~~
- ~~• transporting; and~~
- ~~• ensuring the safety and security of the animal.~~

~~(ii) If the employer does not provide the services in clause 11.2(b)(i) they will:~~

- ~~• pay the costs associated with maintaining the animal; or~~
- ~~• pay the employee a weekly allowance of **5%** of the employee's weekly rate of pay in clause 10.1.~~

~~(iii) An employee and their employer may agree to arrangements that involve part direct provision and/or payment of costs and part payment of the weekly dog handler's allowance.~~

~~(iv) The employer will be responsible for providing alternative kennel facilities for the animal during an employee's leave.~~

~~(v) The employer will cover the cost of approved veterinary treatment provided to the animal.~~

### 11.3 Expense related allowances

#### (a) Meal allowance

11.3(a)(i) amended in accordance with para [54] of [2016] FWCFB 7254

(i) The employer will where practicable provide a meal of suitable quality to an employee:

- if required by the employer to take a meal break at their post; or
- if required to perform more than two hours overtime duty.

(ii) If a meal cannot be provided in accordance with clause 11.3(a), the employee will provide their own meal and be paid an allowance of **\$15.99** per meal.

#### (b) Clothing allowance

An employee will be reimbursed for the cost of a corporate uniform unless the uniform is provided by the employer.



(c) **Travelling—transport and fares**

- (i) An employee travelling under the instructions of the employer will have all reasonable costs associated with their travel, including accommodation and meals, paid for by the employer.
- (ii) If required by the employer to commence and cease work at other than the employee's normal place of work, the employee will, in addition to all other entitlements, be paid for all time in excess of that normally taken to travel between the employee's residence and normal place of work at the relevant ordinary time rate specified in clause 10.1, in addition to all other entitlements.
- (iii) An employee required to use their own vehicle will be paid a vehicle allowance for all excess travelling at the rate of:
  - **\$0.78** per kilometre in the case of a motor vehicle; and
  - **\$0.26** per kilometre in the case of a motor cycle.

11.3(c)(iv) amended in accordance with para [55] of [2016] FWCFB 7254

- (iv) An employee will be paid an allowance if required to be on duty away from the employee's normal place of work during meal times as follows:
  - breakfast between 6.00 am and 8.00 am—**\$18.72**;
  - lunch between 12 noon and 2.00 pm—**\$18.72**;
  - dinner after 6.00 pm—**\$31.20**.

(d) **Accommodation allowance**

If an employee occupies accommodation provided by the employer, the employer will pay the local government rates, water rates and any other rates or levies for such accommodation.

## 12. **Superannuation**

### 12.1 **Superannuation legislation**

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

## **12.2 Employer contributions**

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

## **12.3 Voluntary employee contributions**

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 12.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 12.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 12.3(a) or (b) was made.

## **12.4 Superannuation fund**

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

- (a) AustralianSuper; or
- (b) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (c) a superannuation fund or scheme which the employee is a defined benefit member of.

# **Part 5—Penalties and Overtime**

## **13. Penalty rates**

### **13.1 Spans of hours**

In this award, a span refers to a period or periods as follows:

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

### 13.2 Permanent night work

Permanent night work is work performed during a night span over the whole period of a roster cycle in which more than two thirds of the employee’s ordinary shifts include ordinary hours between midnight and 6.00 am.

### 13.3 Penalty rates

Penalty rates apply to each ordinary hour worked in the following span:

<b>Hours worked during</b>	<b>% of minimum hourly rate</b>
Night span	115
Night span (permanent night work)	130
Saturday span	150
Sunday span	200
Public holiday span	250

13.4 The penalty rates are not cumulative. Where an employee’s salary is inclusive of an amount in compensation for the employee performing regular shiftwork, these penalty rates are not separately payable to the employee.

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

## 14. Overtime

### 14.1 Employer’s right to require overtime

The employer’s right to require reasonable overtime is provided for in the NES.

### 14.2 Payment for overtime

- (a) A full-time or part-time employee is paid at overtime rates for any work done outside the spread of hours or rostered hours set out in clause 8.
- (b) In addition, a part-time employee is paid at overtime rates in the circumstances specified in clause 6.4(g).

- (c) A three hour minimum period of overtime will apply for overtime which is not continuous with ordinary duties.
- (d) Overtime will be paid at the following rates:

Overtime hours worked on:		% of minimum hourly rate
Monday to Saturday	First 3 hours	150%
	After 3 hours	200%
Sundays		200%
Public holidays		250%

### 14.3 Time off instead of payment

This provision may be affected by [AM2014/300](#) – see [draft determination](#)

- (a) The employer may, on the application of an employee grant the employee time off in respect of overtime work performed by the employee. This time off will be taken at a time mutually agreed between the employer and the employee.
- (b) In determining when time off is taken the employer must try to accommodate the preferences of the employee. Where there is no agreement, time off is to be taken at a time determined by the employer.
- (c) On termination of employment an employee must be paid the total value of all outstanding accrued time off.
- (d) No time off will be granted in respect of any overtime for which payment is made.

Parties are asked to clarify the amount of time off an employee is entitled to under clause 14.3 (i.e. is it one hour off for one hour worked or accrued at overtime rates?)

### 14.4 Rest periods

- (a) An employee is entitled to a rest period of at least 10 hours continuous duration in each 24 hour period other than in emergency situations.
- (b) An employee required to work, as a result of an emergency situation, during or after a rest period is due, will receive overtime in accordance with this award for all time so worked until a rest period of at least eight hours continuous duration is taken.

### 14.5 Call-back

14.5 amended in accordance with para [55] of [2016] FWCFB 7254

An employee required to return to the employer’s premises or any other location at which they are required to perform duty, after they have ceased duty for the day and left the location at which they were performing work must be paid at the appropriate overtime rate for a minimum of:

- (a) three hours, if recalled on Monday to Saturday; and
- (b) four hours if recalled on a Sunday or public holiday.

## Part 6—Leave, Public Holidays and Other NES Entitlements

### 15. Annual leave

15 amended in accordance with [PR582991](#) (15.4-15.8 inserted)

**15.1** Annual leave is provided for in the NES.

### 15.2 Shiftworkers for the purposes of the NES

For the purpose of s.87(1)(b) of the Act, a shiftworker is an employee:

- (a) who works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the seven days of the week; and
- (b) who is regularly rostered to work on Sundays and public holidays.

### 15.3 Annual leave loading

The employee will be paid an annual leave loading of **17.5%** calculated on the employee's base rate of pay in addition to payment for annual leave.

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

### 15.4 Annual leave in advance

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
  - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
  - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

Note: An example of the type of agreement required by clause 15.4 is set out at Schedule I. There is no requirement to use the form of agreement set out at Schedule I.

- (c) The employer must keep a copy of any agreement under clause 15.4 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 15.4, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

## 15.5 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 15.5.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 15.5.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 15.5 must state:
  - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 15.5 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 15.5 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 15.5.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 15.5.

Note 3: An example of the type of agreement required by clause 15.5 is set out at Schedule J. There is no requirement to use the form of agreement set out at Schedule J.

## 15.6 Excessive leave accruals: general provision

Note: Clauses 15.6 to 15.8 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 15.2).

- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 15.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 15.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

**15.7 Excessive leave accruals: direction by employer that leave be taken**

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 15.6(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
  - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 15.6, 15.7 or 15.8 or otherwise agreed by the employer and employee) are taken into account; and
  - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
  - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 15.7(b)(i).

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

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

- (a) Clause 15.8 comes into operation from 29 July 2017.
- (b) If an employee has genuinely tried to reach agreement with an employer under clause 15.6(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.

- (c) However, an employee may only give a notice to the employer under paragraph (b) if:
- (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
  - (ii) the employee has not been given a direction under clause 15.7(a) that, when any other paid annual leave arrangements (whether made under clause 15.6, 15.7 or 15.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (d) A notice given by an employee under paragraph (b) must not:
- (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 15.6, 15.7 or 15.8 or otherwise agreed by the employer and employee) are taken into account; or
  - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
  - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (e) An employee is not entitled to request by a notice under paragraph (b) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 15.2) in any period of 12 months.
- (f) The employer must grant paid annual leave requested by a notice under paragraph (b).

## **16. Personal/carer's leave and compassionate leave**

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

## **17. Parental leave and related entitlements**

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

## **18. Public holidays**

**18.1** Public holiday entitlements are provided for in the NES.

**18.2** Where an employee works on a public holiday they will be paid in accordance with clauses 13.3 and 14.2.



**18.3 Substitution of public holidays by agreement**

If a rostered day off for a day worker falls on a public holiday as prescribed in the NES, the next working day or another day will be substituted by written agreement.

**18.4 Part-day public holidays**

For provisions relating to part-day public holidays see Schedule G—2016 Part-day public holidays.

**19. Community service leave**

Community service leave is provided for in the NES.

**20. Termination of employment**

**20.1** Notice of termination is provided for in the NES.

**20.2 Notice of termination by an employee**

20.2 amended in accordance with para [54] of [2016] FWCFB 7254

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

**20.3 Job search entitlement**

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

**21. Redundancy**

**21.1** Redundancy pay is provided for in the NES.

## 21.2 Transfer to lower paid duties

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

## 21.3 Employee leaving during notice period

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

## 21.4 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 20.3.

# Part 7—Consultation and Dispute Resolution

## 22. Consultation

### 22.1 Consultation regarding major workplace change

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

**(b) Employers to discuss change**

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

**22.2 Consultation about changes to rosters or hours of work**

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

**23. Dispute resolution**

- 23.1** In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the

workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.

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

## **Schedule A—Classification Definitions—Correctional Employees**

### **A.1 Trainee Custodial Officer**

- A.1.1** Relates only to Custodial Officer recruit training, typically a course of around six to eight weeks conducted off-site with a two week on-the-job training component.
- A.1.2** The purpose of the recruit training is to provide an understanding of the prison environment and equip staff with the basic skills and knowledge to enable them to work effectively in a prison environment.

### **A.2 Correctional Officer Level 1 and 2**

- A.2.1** A Correctional Officer is an employee who has fulfilled the training requirements set down for a Trainee Custodial Officer, or who has been assessed as meeting these requirements through the employer's Recognition of Prior Learning (RPL) program, and whose indicative tasks will be limited to those specified therein.
- A.2.2** The primary objective of the Correctional Officer is to ensure, on a day-to-day basis, provision of quality services to prisoners, including prisoner rehabilitation, case management, and to actively participate in the operation and determination of priorities of any one of the assigned areas.
- A.2.3** Progression from Correctional Officer Level 1 to Level 2 is based on the satisfactory completion of the equivalent of one year of full-time service in that classification and possession of Certificate III in Correctional Practice.
- A.2.4** Indicative tasks of a Correctional Officer are to:
- Supervise the behaviour and activities of prisoners on a day-to-day basis in accordance with a correctional centre's routine or structured day.
  - Interact with prisoners and respond to their needs through the provision of services in an appropriate manner in accordance with relevant legislation and the Operating Manual.
  - Take part in the rehabilitation of prisoners by actively participating in and overseeing their work and program activities, particularly through prisoner rehabilitation involving the use of case management principles.
  - Monitor and maintain the dynamic and static security requirements of a correctional centre, reporting orally and in writing any unusual behaviour or occurrence, which could result in a breach of security.
  - Undertake searches and perform escort duties of prisoners both within a correctional centre and externally when required.
  - Participate in the reception, induction, transfer and discharge of prisoners in accordance with the policy and procedures of the employer.
  - Supervise and co-ordinate other custodial staff assigned within the area of responsibility.

- Participate in quality assurance teams as assigned by management, in order to assist with the implementation of quality standards throughout the centre.
- Comply with Occupational Health and Safety and Equal Employment Opportunity (EEO)/Affirmative Action requirements in accordance with relevant legislative requirements and contribute to the maintenance and improvement of safety and equity in the workplace.

**A.2.5** Competencies of a Correctional Officer are:

- Demonstrated knowledge of the Operating Manual and other policies and procedures of the employer.
- Demonstrated high level of communication skills, including the ability to negotiate and interact with people from various ethnic backgrounds.
- Ability to write comprehensive reports and correspondence.
- Ability to initiate new ideas and apply creative solutions to the resolution of problems.
- Ability to be decisive and handle situations in a firm, fair and equitable manner.
- Basic level of computer literacy.
- Demonstrated knowledge of Equal Employment Opportunity, Affirmative Action Plan and Workplace Health and Safety Principles.

**A.3 Correctional Officer—Perimeter/Security Level 1 and 2**

**A.3.1** A Correctional Officer—Perimeter/Security is an employee who has fulfilled the training requirements set down for a Trainee Custodial Officer, or who has been assessed as meeting these requirements through the employer's RPL program and whose indicative tasks will be limited to those specified therein.

**A.3.2** The primary objective of the Correctional Officer – Perimeter/Security is to ensure, on a day-to-day basis, provision of quality services to prisoners, primarily the provision of static security duties in and around the perimeter of a correctional centre, and actively participate in the operation and determination of priorities of any one of the assigned areas. Correctional Officer – Perimeter/Security will not have regular contact with or responsibility for prisoners during those times prisoners are unlocked from their cells.

**A.3.3** Progression from Correctional Officer—Perimeter/Security Level 1 to Level 2 is based on the satisfactory completion of the equivalent of one year of full-time service at Correctional Officer Perimeter/Security Level 1 and possession of Certificate III in Correctional Practice.

**A.3.4** Indicative tasks of a Correctional Officer—Perimeter/Security are to:

- Monitor (and where required) direct the behaviour and activities of prisoners on a day-to-day basis in accordance with a correctional centre's routine or structured day.

- Where required, interact with prisoners and respond to their needs through the provision of services in an appropriate manner in accordance with relevant legislation and the Operating Manual.
- Assist other staff engaged in the rehabilitation of prisoners by recording observations of prisoners as data in established case management or at risk plans, where directed.
- Monitor and maintain the static security requirements of a correctional centre, reporting orally and in writing any unusual behaviour or occurrence, which could result in a breach of security.
- Undertake searches and perform escort duties of prisoners both within a correctional centre and externally when required (local area/metropolitan escort duties only).
- Participate in the reception, induction, transfer and discharge of prisoners in accordance with the policy and procedures of the employer.
- Participate in quality assurance teams as assigned by management, in order to assist with the implementation of quality standards throughout the centre.
- Comply with Occupational Health and Safety and EEO/Affirmative Action requirements in accordance with relevant legislative requirements and contribute to the maintenance and improvement of safety and equity in the workplace.

**A.3.5** Competencies of a Correctional Officer—Perimeter/Security are:

- Demonstrated knowledge of the Operating Manual and other policies and procedures of the employer.
- Demonstrated high level of communication skills, including the ability to negotiate and interact with people from various ethnic backgrounds.
- Ability to write comprehensive reports and correspondence.
- Ability to initiate new ideas and apply creative solutions to the resolution of problems.
- Ability to be decisive and handle situations in a firm, fair and equitable manner.
- Basic level of computer literacy.
- Demonstrated knowledge of EEO, Affirmative Action Plan and Workplace Health and Safety Principles.

**A.4 Correctional Supervisor Levels 1 and 2**

**A.4.1** Correctional Supervisor is an employee who has fulfilled the training and experience requirements set down for a Correctional Officer and whose indicative tasks will be limited to those specified herein. In the case of employees who, upon engagement, hold acceptable qualifications and have suitable experience, the requirements to first serve as a Correctional Officer may be waived at the discretion of the employer. They must have demonstrated above average communication, supervisory, interpersonal and writing skills consistent with the indicative tasks and competencies outlined below.

- A.4.2** A Correctional Supervisor is employed to manage and maintain custody of prisoners on a day-to-day basis, monitor prisoner activities and enforce centre policies and procedures, maintain oversight of work within designated areas and assist with the supervision of other correctional staff.
- A.4.3** As this is an appointed position subject to vacancy being available, merit selection addressing the key selection criteria as set out below and an interview process, it is not subject to automatic advancement from Correctional Officer.
- A.4.4** Progression from Correctional Supervisor Level 1 to Level 2 is based on the satisfactory completion of the equivalent of one year of full-time service at Correctional Supervisor Level 1 and possession of Certificate III in Correctional Practice.
- A.4.5** Indicative tasks of a Correctional Supervisor are to:
- Supervise the behaviour and activities of prisoners on a daily basis in accordance with a correctional centre's routine or structured day.
  - Interact with prisoners and respond to their needs through the provision of services in an appropriate manner in accordance with relevant legislation and the Operating Manual.
  - Be involved with and assist other unit officers with the management of case loads.
  - Monitor and maintain the dynamic and static security requirements of a correctional centre, reporting orally and in writing any unusual behaviour or occurrence which could result in a breach of security.
  - Undertake searches and perform escort duties of prisoners both within a correctional centre and externally when required.
  - Supervise and co-ordinate other custodial staff assigned within the area of responsibility.
  - Develop, implement and maintain procedures for the effective and efficient operation of the area of responsibility in consultation with the next line of supervision (Correctional Manager).
  - Ensure prompt and appropriate assistance to prisoners in the event of injury, illness and emotional trauma.
  - Interpret and implement procedures and policies in relation to a correctional centre as a whole and specifically the assigned area of responsibility.
  - Monitor and suggest improvements in order to achieve greater efficiencies.
  - Make decisions as necessary to ensure a correctional centre is operating to a defined schedule and the direction and control of movement is co-ordinated and driven according to such schedule.
  - Comply with relevant legislation and the Operating Manual.
  - Comply with Occupational Health and Safety and EEO/Affirmative Action requirements in accordance with relevant legislation and contribute to the maintenance and improvement of safety and equity in the workplace.



**A.4.6** Competencies of a Correctional Supervisor are:

- Demonstrated knowledge of corrections policies and the Operating Manual.
- Demonstrated sound level of communication skills, including the ability to negotiate and interact with people from varying social and ethnic backgrounds.
- Ability to initiate new ideas and apply creative solutions to the resolution of problems.
- Ability to be decisive and handle situations in a firm, fair and equitable manner.
- Knowledge of EEO, Sexual Harassment and Workplace Health and Safety principles and practices.
- Ability to supervise staff.

**A.5 Court Security Officer**

**A.5.1** A Court Security Officer is an employee who has fulfilled the training requirements set down for a Trainee court security officer, or who has been assessed as meeting these requirements through the employer's RPL program, and whose indicative tasks will be limited to those specified therein.

**A.5.2** The primary objective of the Court Security Officer is to ensure, on a day-to-day basis, the security of prisoners, staff, judiciary and the public within a court complex.

**A.5.3** Indicative tasks for a Court Security Officer are to:

- Escort prisoners within a centre to the court/s when they are required on a day-to-day basis in accordance with approved routines and policies.
- Assist the centre in the administration of legal visits.
- Assist in searching of prisoners entering and leaving the centre, if required.
- Escort prisoners from the centre to external venues as required.
- Assist with the maintenance of the static security requirements of the centre, reporting, orally and in writing, any unusual behaviours or occurrences which could result in a breach of security.
- Comply with the Occupational Health and Safety legislation, other relevant legislation and EEO/EOWA requirements and contribute to the maintenance and improvement of safety and equity in the workplace.
- Organise for the repair of minor damage to furniture and fittings.
- Other duties as directed by the Centre Manager.

**A.5.4** Competencies of a Court Security Officer are:

- Demonstrated knowledge of the Operating Manual and other policies and procedures of the employer.
- Demonstrated high level of communication skills, including the ability to negotiate and interact with people from various ethnic backgrounds.

- Ability to write comprehensive reports and correspondence.
- Ability to initiate new ideas and apply creative solutions to the resolution of problems.
- Ability to be decisive and handle situations in a firm, fair and equitable manner.
- Basic level of computer literacy.
- Demonstrated knowledge of EEO, Affirmative Action Plan and Workplace Health and Safety Principles.

## **A.6 Court Security Supervisor**

**A.6.1** A Court Security Supervisor is a person selected on merit to ensure on a day-to-day basis, the efficient delivery of prisoners to court/s within the centre by scheduling the prisoners in accordance with the court lists.

**A.6.2** Indicative tasks for a Court Security Supervisor are to:

- On a daily basis ensure the prisoners are available for escort to the appropriate courts at the correct time.
- Identify the number of officers required each day and ensure the rosters are prepared, maximising the staffing efficiencies.
- Comply with the *Safe Work Australia Act 2008 (Cth)*, other relevant legislation and EEO/EOWA and contribute to the maintenance and improvement of safety and equity in the workplace.
- Organise external escorts when required.
- Monitor and maintain the dynamic and static security requirements of the centre reporting, orally and in writing, any unusual behaviours or occurrences which could result in a breach of security.
- Supervise the Court Security Officers on a daily basis.
- Participate in quality assurance teams as assigned by management, in order to assist with the implementation of the quality standards in the centre.
- Other duties as directed by the Operations Manager or Centre Manager.

**A.6.3** Competencies of a Court Security Supervisor are:

- Demonstrated knowledge of the Operating Manual and other policies and procedures of the employer.
- Demonstrated high level of communication skills, including the ability to negotiate and interact with people from various ethnic backgrounds.
- Ability to write comprehensive reports and correspondence.
- Ability to initiate new ideas and apply creative solutions to the resolution of problems.
- Ability to be decisive and handle situations in a firm, fair and equitable manner.

- Basic level of computer literacy.
- Demonstrated knowledge of EEO, Affirmative Action Plan and Workplace Health and Safety Principles.
- Ability to prepare rosters.

## **A.7 Custody Officer**

**A.7.1** A Custody Officer is an employee who has fulfilled the training requirements set down for a Trainee court security officer and has experience as Court Security Officer, or who has been assessed as meeting these requirements through the employer's RPL program, and whose indicative tasks will be limited to those specified therein.

**A.7.2** The primary objective of the Custody Officer is to ensure, on a day-to-day basis, the security and welfare of persons in custody in the centre.

**A.7.3** Indicative tasks for a Custody Officer are to:

- Supervise the behaviour and activities of the prisoner in the centre on a day-to-day basis in accordance with approved routines and policies.
- Interact with the prisoners and respond to their needs through the provision of services in an appropriate manner in accordance with relevant legislation and the Operating Manuals.
- Monitor and maintain the dynamic and static security requirements of the centre reporting, orally and in writing, any unusual behaviours or occurrences which could result in a breach of security.
- Participate in the reception, induction and transfer of prisoners in accordance with client directions and centre policy and procedures.
- Assist with the supervision of prisoner visits, including families, solicitors etc.
- Comply with Occupational Health and Safety legislation, other relevant legislation and EEO/EOWA requirements and contribute to the maintenance and improvement of safety and equity in the workplace.
- Participate in quality assurance teams as assigned by management, in order to assist with the implementation of the quality standards in the centre.
- Other duties as directed by the Shift Manager and/or Centre Manager.

**A.7.4** Competencies of a Custody Officer are:

- Demonstrated knowledge of the Operating Manual and other policies and procedures of the employer.
- Demonstrated high level of communication skills, including the ability to negotiate and interact with people from various ethnic backgrounds.
- Ability to write comprehensive reports and correspondence.
- Ability to initiate new ideas and apply creative solutions to the resolution of problems.

- Ability to be decisive and handle situations in a firm, fair and equitable manner.
- Basic level of computer literacy.
- Demonstrated knowledge of EEO, Affirmative Action Plan and Workplace Health and Safety Principles.

## **A.8 Prisoner Escort Transport Officer**

**A.8.1** A Prisoner Escort Transport Officer is an employee who has fulfilled the training requirements as set down by the applicable transport contract in which they are employed. These requirements include as a minimum the successful completion of a formal structured induction program and an appropriate vehicle licence.

**A.8.2** The primary objective of the Prisoner Escort Transport Officer is to ensure the humane and secure transportation (by road, rail and air) of prisoners.

**A.8.3** Indicative tasks of a Prisoner Escort Transport Officer are to:

- Ensure that prisoners are received and handed into and from their custody in accordance with procedures concerning identification, documentation and receipt of property and cash.
- Ensure all property, cash and documents have been securely stored on the vehicle.
- Ensure the safe transport of prisoners from the collection to delivery point and primary responsibility for the security of prisoners during the escort.
- Ensure that prisoners in their custody are treated with care and sensitivity at all times including interacting with prisoners to their needs through the provision of services and assistance in an appropriate manner in accordance with the relevant legislation and the Operating Manual (or other procedures applying to the escort).
- Deal with complaints in accordance with procedures.
- Provision of timely incident reports in respect of all reportable incidents and follow other reporting requirements.
- Ensure that vehicles and equipment are in a safe and proper working order and are searched and cleaned prior to leaving base.

## **Schedule B— Classification Definitions—Detention Services**

### **B.1 Induction Trainee**

An Induction Trainee is a person who has agreed to undertake an initial six week induction training course leading to advancement to a Detention Services Officer (DSO 1) Level 1.

### **B.2 Detention Services Officer Level 1 (DSO 1)**

**B.2.1** A Detention Services Officer at this level will have satisfactorily completed a six week induction program and be undertaking training towards appropriate Certificate II certification.

**B.2.2** Detention Services Officer at this level will complete all duties and responsibilities that are within their level of competence and training. This can include performance of some of the duties of a Detention Services Officer Level 2 (DSO 2) under supervision. The degree of supervision required will be determined by the levels of on-the-job experience/competence or other accredited and relevant training completed.

**B.2.3** A Detention Services Officer Level 1 is responsible for ensuring the detainees held in detention are in a safe, secure and hygienic environment. They assist in maintaining the static and dynamic security of the centre. The duties of a Detention Services Officer Level 1 may include escorting detainees to courts, medical appointments and like duties provided such duties are performed with a DSO 2 or the employee concerned has completed the relevant training and been deemed competent to complete the task(s).

**B.2.4** A Detention Services Officer will remain at this level for a minimum of 12 months before progressing to Level 2.

### **B.3 Accredited Detention Services Officer Level 2 (DSO 2)**

**B.3.1** Progression to this level is subject to the following requirements being met:

- Completed a minimum of 12 months at Level 1; and
- Training requirements i.e. satisfactory completion of appropriate Certificate II qualification or will hold equivalent qualification.

**B.3.2** An employee at this level will be able to perform the duties of a Detention Services Officer in a mainly un-supervised capacity; be able to maintain a high standard of performance in those duties, and has a satisfactory performance appraisal. Employees at this level may be expected to undertake higher duties in the role of an Operations Co-ordinator.

In the case of employees who, upon engagement, hold acceptable qualifications or have suitable experience, the requirement to first serve as a Detention Services Officer Level 1, may be waived at the discretion of the employer.

**B.3.3** Examples of the duties an Officer at this level is expected to perform are as follows:

- Assist as appropriate with the on-the-job training and development of Detention Services Officers Level 1.
- Supervise the behaviour and the activities of detainees on a day-to-day basis in accordance with the centre's routine or structured day.
- Monitor and maintain the dynamic and static security requirements of the detention centre, reporting orally and in writing, any unusual occurrences or behaviours that could result in a breach of security.
- Undertake searches and perform escort duties of detainees both within the centre and externally when required.
- Participate in the reception, induction, transfer and discharge of detainees in accordance with the employer's policy and procedures.
- Monitor tensions within the centre and take action to manage behaviour to forestall the development of disturbances or personal disputes between detainees. If these occur, they are dealt with swiftly and fairly to restore security to all in the facility.
- Ensure quarantine and public health requirements are met, reporting any incidence of disease or unsatisfactory hygienic conditions.
- Ensure that safety, health and welfare of detainees is maintained in accordance with the employer's policies and procedures for detention centres.

**B.3.4** An Accredited Detention Services Officer Level 2 may progress to the level of Operations Co-ordinator, which is an appointed position subject to a vacancy, merit selection and an interview process. It is not subject to automatic advancement.

#### **B.4 Operations Co-ordinator Level 3 (DSO 3)**

**B.4.1** An Operations Co-ordinator is responsible for supervising Detention Services Officers on a daily basis. They have fulfilled the training requirements set down for Accredited Detention Services Officers. In the case of employees who, upon engagement, hold acceptable qualifications or have suitable experience, the requirement to first serve as a Detention Services Officer may be waived at the discretion of the employer.

**B.4.2** A Detention Services Officer at this level must display a high level of communication, supervisory, interpersonal and writing skills.

## **Schedule C—Classification Definitions—Catering employees (Corrections and Detention Services)**

### **C.1 Introductory level**

In respect of all classification streams, introductory level means the level of an employee who enters the industry and who has not demonstrated the competency requirements of level 1. Such an employee will remain at this level for up to three months while the appropriate training for level 1 is undertaken and assessment made to move from the introductory level to level 1. At the end of three months from entry, an employee will move to level 1 other than where agreement has been reached and recorded between the employee and the employer that further training of up to three months is required for the employee to achieve competence for movement to level 1.

### **C.2 Food and beverage stream**

**C.2.1 Food and beverage attendant grade 1** means an employee who is engaged in any of the following:

- picking up glasses;
- emptying ashtrays;
- general assistance to food and beverage attendants of a higher grade not including service to customers;
- removing food plates;
- setting and/or wiping down tables; and
- cleaning and tidying of associated areas.

**C.2.2 Food and beverage attendant grade 2** means an employee who has not achieved the appropriate level of training and who is engaged in any of the following:

- undertaking general waiting duties of both food and/or beverage including cleaning of tables;
- receipt of monies; and
- engaged on delivery duties.

**C.2.3 Food and beverage attendant grade 3** means an employee who in addition to the tasks performed by a **Food and beverage attendant grade 2** is engaged in any of the following:

- the operation of a mechanical lifting device;
- supervising food and beverage attendants of a lower grade;
- training food and beverage attendants of a lower grade.

**C.2.4 Food and beverage attendant (tradesperson) grade 4** means an employee who has completed an apprenticeship or who has passed the appropriate trade test and as such carries out specialised skilled food and beverage duties.

**C.2.5 Food and beverage supervisor** means an employee who has the appropriate level of training including a supervisory course and who has the responsibility for supervision, training and co-ordination of food and beverage staff, or stock control.

### **C.3 Kitchen stream**

**C.3.1 Kitchen attendant grade 1** means an employee engaged in any of the following:

- general cleaning duties within a kitchen or food preparation area and scullery, including the cleaning of cooking and general utensils used in a kitchen and restaurant;
- assisting employees who are cooking;
- assembling and preparing ingredients for cooking; and
- general pantry duties.

**C.3.2 Kitchen attendant grade 2** means an employee who has the appropriate level of training and who is engaged in specialised non-cooking duties in a kitchen or food preparation area, or supervision of kitchen attendants.

**C.3.3 Kitchen attendant grade 3** means an employee who has the appropriate level of training including a supervisory course and has the responsibility for the supervision, training and co-ordination of kitchen attendants of a lower grade.

**C.3.4 Cook grade 1** means an employee who carries out cooking of breakfasts and snacks, baking, pastry cooking or butchering.

**C.3.5 Cook grade 2** means an employee who has the appropriate level of training and who performs cooking duties including baking, pastry cooking or butchering.

**C.3.6 Cook (tradesperson) grade 3** means a commi chef or equivalent who has completed an apprenticeship or who has passed the appropriate trade test, and who is engaged in cooking, baking, pastry cooking or butchering duties.

**C.3.7 Cook (tradesperson) grade 4** means a demi chef or equivalent who has completed an apprenticeship or has passed the appropriate trade test and who is engaged to perform general or specialised cooking, butchering, baking or pastry cooking duties and/or supervises and trains other cooks and kitchen employees.

**C.3.8 Cook (tradesperson) grade 5** means a chef de partie or equivalent who has completed an apprenticeship or has passed the appropriate trade test in cooking, butchering, baking or pastry cooking and has completed additional appropriate training and who performs any of the following:

- general and specialised duties including supervision or training of other kitchen staff;
- ordering and stock control; and
- supervising other cooks and other kitchen employees in a single kitchen establishment.



## C.4 Stores stream

**C.4.1 Storeperson grade 1** means an employee who receives and stores general and perishable goods and cleans the store area.

**C.4.2 Storeperson grade 2** means an employee who, in addition to the duties for a storeperson grade 1, may also operate mechanical lifting equipment such as a fork-lift and/or who may perform duties of a more complex nature.

**C.4.3 Storeperson grade 3** means an employee who has the appropriate level of training and who:

- implements quality control techniques and procedures;
- understands and is responsible for a stores/warehouse area or a large section of such an area;
- has a highly developed level of interpersonal and communications skills;
- is able to supervise and provide direction and guidance to other employees including the ability to assist in the provision of on-the-job training and induction;
- exercises discretion within the scope of this grade; and who may exercise skills attained through the successful completion of an appropriate warehousing certificate; and may perform indicative tasks at this level such as:
- liaising with management, suppliers and customers with respect to stores operations; and
- detailing and co-ordinating activities of other storepersons and acting in a leading hand capacity for in excess of 10 storepersons;
- maintains control registers including inventory control and being responsible for preparation and reconciliation of regular reports or stock movements, dispatches, etc; and
- supervises the receipt and delivery of goods, records, outgoing goods, responsible for the contents of a store.

## C.5 General definition

In this Schedule C, **appropriate level of training** means that an employee:

- (a) has completed an appropriate training program that meets the training and assessment requirements of a qualification or one or more designated units of competency from a Training Package; and/or
- (b) has been assessed by a qualified skills assessor to have skills at least equivalent to those attained in an appropriate training course; and/or
- (c) has been doing the work of a particular classification for a period of at least three months.

(Note 1: Any dispute concerning (c) above may be referred to the Fair Work Commission for determination. The Fair Work Commission may require an

employee to demonstrate to its satisfaction that the employee utilises skills and knowledge, and that these are relevant to the work the employee is doing.)

(Note 2: The minimum classification level for an employee who has completed AQF Certificate III qualifications relevant to the classification in which they are employed and who utilises skills and knowledge derived from Certificate III competencies relevant to the work undertaken is the Level 4 rate prescribed in clause 10.1(b). Any dispute concerning an employee's entitlement to be paid at Level 4 may be referred to the Fair Work Commission for determination. The Fair Work Commission may require an employee to demonstrate to its satisfaction that the employee utilises skills and knowledge derived from Certificate III competencies, and that these are relevant to the work the employee is doing.)

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## Schedule D—Summary of Hourly Rates of Pay

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

### D.1 Corrections and detention services employees

#### D.1.1 Full-time and part-time employees—ordinary and penalty rates

Penalty rates apply to each ordinary hour worked in the following spans:

Employee classification	Day span	Night span	Permanent night span	Saturday span	Sunday span	Public holiday span
	% of minimum hourly rate					
	100%	115%	130%	150%	200%	250%
	\$	\$	\$	\$	\$	\$
<b>Correctional employees (see Schedule A)</b>						
Trainee	18.37	21.13	23.88	27.56	36.74	45.93
Correctional Officer Level 1	19.82	22.79	25.77	29.73	39.64	49.55
Correctional Officer Level 2	21.60	24.84	28.08	32.40	43.20	54.00
Correctional Officer— Perimeter/Security Level 1	19.63	22.57	25.52	29.45	39.26	49.08
Correctional Officer— Perimeter/Security Level 2	19.82	22.79	25.77	29.73	39.64	49.55
Correctional Supervisor Level 1	24.57	28.26	31.94	36.86	49.14	61.43
Correctional Supervisor Level 2	25.55	29.38	33.22	38.33	51.10	63.88
Court Security Officer	19.63	22.57	25.52	29.45	39.26	49.08
Court Security Supervisor	21.10	24.27	27.43	31.65	42.20	52.75
Custody Officer	20.61	23.70	26.79	30.92	41.22	51.53
Prisoner Escort Transport Officer	20.61	23.70	26.79	30.92	41.22	51.53
<b>Detention employees (see Schedule B)</b>						
Induction Trainee	19.06	21.92	24.78	28.59	38.12	47.65
Detention Services Officer Level 1	19.63	22.57	25.52	29.45	39.26	49.08
Detention Services Officer Level 2	20.61	23.70	26.79	30.92	41.22	51.53
Operations Co-ordinator	22.56	25.94	29.33	33.84	45.12	56.40

**D.1.2 Full-time and part-time employees—overtime rates**

Employee classification	Monday to Saturday		Sunday	Public holiday
	First 3 hours	After 3 hours		
	<b>% of minimum hourly rate</b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Correctional employees (see Schedule A)</b>				
Trainee	27.56	36.74	36.74	45.93
Correctional Officer Level 1	29.73	39.64	39.64	49.55
Correctional Officer Level 2	32.40	43.20	43.20	54.00
Correctional Officer— Perimeter/Security Level 1	29.45	39.26	39.26	49.08
Correctional Officer— Perimeter/Security Level 2	29.73	39.64	39.64	49.55
Correctional Supervisor Level 1	36.86	49.14	49.14	61.43
Correctional Supervisor Level 2	38.33	51.10	51.10	63.88
Court Security Officer	29.45	39.26	39.26	49.08
Court Security Supervisor	31.65	42.20	42.20	52.75
Custody Officer	30.92	41.22	41.22	51.53
Prisoner Escort Transport Officer	30.92	41.22	41.22	51.53
<b>Detention employees (see Schedule B)</b>				
Induction Trainee	28.59	38.12	38.12	47.65
Detention Services Officer Level 1	29.45	39.26	39.26	49.08
Detention Services Officer Level 2	30.92	41.22	41.22	51.53
Operations Co-ordinator	33.84	45.12	45.12	56.40

**D.1.3 Casual employees—ordinary and penalty rates**

Penalty rates apply to each ordinary hour worked in the following spans:

Employee classification	Day span	Night span	Permanent night span	Saturday span	Sunday span	Public holiday span
	<b>% of minimum hourly rate</b>					
	<b>125%</b>	<b>140%</b>	<b>155%</b>	<b>175%</b>	<b>225%</b>	<b>275%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Correctional employees (see Schedule A)</b>						
Trainee	22.96	25.72	28.47	32.15	41.33	50.52
Correctional Officer Level 1	24.78	27.75	30.72	34.69	44.60	54.51
Correctional Officer Level 2	27.00	30.24	33.48	37.80	48.60	59.40
Correctional Officer— Perimeter/Security Level 1	24.54	27.48	30.43	34.35	44.17	53.98
Correctional Officer— Perimeter/Security Level 2	24.78	27.75	30.72	34.69	44.60	54.51
Correctional Supervisor Level 1	30.71	34.40	38.08	43.00	55.28	67.57
Correctional Supervisor Level 2	31.94	35.77	39.60	44.71	57.49	70.26
Court Security Officer	24.54	27.48	30.43	34.35	44.17	53.98
Court Security Supervisor	26.38	29.54	32.71	36.93	47.48	58.03
Custody Officer	25.76	28.85	31.95	36.07	46.37	56.68
Prisoner Escort Transport Officer	25.76	28.85	31.95	36.07	46.37	56.68
<b>Detention employees (see Schedule B)</b>						
Induction Trainee	23.83	26.68	29.54	33.36	42.89	52.42
Detention Services Officer Level 1	24.54	27.48	30.43	34.35	44.17	53.98
Detention Services Officer Level 2	25.76	28.85	31.95	36.07	46.37	56.68
Operations Co-ordinator	28.20	31.58	34.97	39.48	50.76	62.04

## D.2 Catering employees

### D.2.1 Full-time and part-time employees—ordinary and penalty rates

Penalty rates apply to each ordinary hour worked in the following spans:

Level	Classification (see Schedule C)	Day span	Night span	Permanent night span	Saturday span	Sunday span	Public holiday span
		% of minimum hourly rate					
		<b>100%</b>	<b>115%</b>	<b>130%</b>	<b>150%</b>	<b>200%</b>	<b>250%</b>
		\$	\$	\$	\$	\$	\$
	Introductory	17.70	20.36	23.01	26.55	35.40	44.25
	Level 1	18.21	20.94	23.67	27.32	36.42	45.53
	Kitchen attendant grade 1						
	Level 2	18.91	21.75	24.58	28.37	37.82	47.28
	Cook grade 1						
	Food and beverage attendant grade 2						
	Kitchen attendant grade 2						
	Storeperson grade 1						
	Level 3	19.56	22.49	25.43	29.34	39.12	48.90
	Cook grade 2						
	Food and beverage attendant grade 3						
	Kitchen attendant grade 3						
	Storeperson grade 2						
	Level 4	20.61	23.70	26.79	30.92	41.22	51.53
	Cook (tradesperson) grade 3						
	Food and beverage attendant (tradesperson) grade 4						
	Storeperson grade 3						
	Level 5	21.90	25.19	28.47	32.85	43.80	54.75
	Cook (tradesperson) grade 4						
	Food and beverage supervisor						
	Level 6	22.49	25.86	29.24	33.74	44.98	56.23
	Cook (tradesperson) grade 5						

**D.2.2 Full-time and part-time employees—overtime rates**

Level	Classification (see Schedule C)	Monday to Saturday		Sunday	Public holiday
		First 3 hours	After 3 hours		
		<b>% of minimum hourly rate</b>			
		<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
		<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
	Introductory	26.55	35.40	35.40	44.25
Level 1	Food and beverage attendant grade 1	27.32	36.42	36.42	45.53
	Kitchen attendant grade 1				
Level 2	Cook grade 1	28.37	37.82	37.82	47.28
	Food and beverage attendant grade 2				
	Kitchen attendant grade 2				
	Storeperson grade 1				
Level 3	Cook grade 2	29.34	39.12	39.12	48.90
	Food and beverage attendant grade 3				
	Kitchen attendant grade 3				
	Storeperson grade 2				
Level 4	Cook (tradesperson) grade 3	30.92	41.22	41.22	51.53
	Food and beverage attendant (tradesperson) grade 4				
	Storeperson grade 3				
Level 5	Cook (tradesperson) grade 4	32.85	43.80	43.80	54.75
	Food and beverage supervisor				
Level 6	Cook (tradesperson) grade 5	33.74	44.98	44.98	56.23

**D.2.3 Casual employees—ordinary and penalty rates**

Penalty rates apply to each ordinary hour worked in the following spans:

Level	Classification (see Schedule C)	Day span	Night span	Permanent night span	Saturday span	Sunday span	Public holiday span
		<b>% of minimum hourly rate</b>					
		<b>125%</b>	<b>140%</b>	<b>155%</b>	<b>175%</b>	<b>225%</b>	<b>275%</b>
		<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
	Introductory	22.13	24.78	27.44	30.98	39.83	48.68
Level 1	Food and beverage attendant grade 1	22.76	25.49	28.23	31.87	40.97	50.08
	Kitchen attendant grade 1						
Level 2	Cook grade 1	23.64	26.47	29.31	33.09	42.55	52.00
	Food and beverage attendant grade 2						
	Kitchen attendant grade 2						
	Storeperson grade 1						
Level 3	Cook grade 2	24.45	27.38	30.32	34.23	44.01	53.79
	Food and beverage attendant grade 3						
	Kitchen attendant grade 3						
	Storeperson grade 2						
Level 4	Cook (tradesperson) grade 3	25.76	28.85	31.95	36.07	46.37	56.68
	Food and beverage attendant (tradesperson) grade 4						
	Storeperson grade 3						
Level 5	Cook (tradesperson) grade 4	27.38	30.66	33.95	38.33	49.28	60.23
	Food and beverage supervisor						
Level 6	Cook (tradesperson) grade 5	28.11	31.49	34.86	39.36	50.60	61.85



## Schedule E—Summary of Monetary Allowances

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

See clause 11 for full details of allowances payable under this award.

### E.1 Wage related allowances

The following wage related allowances in this award are based on the standard rate as defined in Schedule H as the minimum weekly wage for a Court Security Officer in clause 10.1(a) = **\$745.80**

Allowance	Clause	% of standard rate \$745.80	\$
First aid allowance:	11.2(a)(i)		
Per shift		0.46	3.43 per shift
Maximum per week		1.98	14.77 per week

#### E.1.1 Adjustment of wage related allowances

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

### E.2 Expense related allowances

The following expense related allowances will be payable to employees in accordance with clause 11.3:

Allowance	Clause	\$
Meal allowance:	11.3(a)	
Meal break at post		15.99 per occasion
Overtime of more than two hours		15.99 per occasion
Travelling—transport and fares:	11.3(c)	
Motor vehicle allowance	11.3(c)(ii)	0.78 per km
Motor cycle allowance	11.3(c)(ii)	0.26 per km
Duty away from normal place of work:	11.3(c)(iv)	
Breakfast between 6.00 am and 8.00 am		18.72 per meal
Lunch between 12 noon and 2.00 pm		18.72 per meal
Dinner after 6.00pm		31.20 per meal

#### E.2.1 Adjustment of expense related allowances

- (a) At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable

index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

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

<b>Allowance</b>	<b>Applicable Consumer Price Index figure</b>
Meal allowance	Take away and fast foods sub-group
Vehicle/travel allowance	Private motoring sub-group

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## Schedule F—National Training Wage

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

Rates updated in accordance with AWR 2016

### F.1 Title

This is the *National Training Wage Schedule*.

### F.2 Definitions

In this schedule:

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

**approved training** means the training specified in the training contract

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

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

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

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

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

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

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

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

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

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

Tasmania: *Vocational Education and Training Act 1994*;

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

Western Australia: *Vocational Education and Training Act 1996*

**trainee** is an employee undertaking a traineeship under a training contract

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

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

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

**year 10** includes any year before Year 10

### **F.3 Coverage**

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

## F.4 Types of Traineeship

The following types of traineeship are available under this schedule:

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

## F.5 Minimum Wages

### F.5.1 Minimum wages for full-time traineeships

#### (a) Wage Level A

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

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

#### (b) Wage Level B

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

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per week</b>	<b>Per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	302.20	332.80	385.80
Plus 1 year out of school	332.80	385.80	443.80
Plus 2 years out of school	385.80	443.80	520.40
Plus 3 years out of school	443.80	520.40	593.60

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per week</b>	<b>Per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Plus 4 years out of school	520.40	593.60	
Plus 5 or more years out of school	593.60		

**(c) Wage Level C**

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

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

**(d) AQF Certificate Level IV traineeships**

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

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

**F.5.2 Minimum wages for part-time traineeships****(a) Wage Level A**

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

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

**(b) Wage Level B**

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

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

**(c) Wage Level C**

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

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.94	10.96	12.70
Plus 1 year out of school	10.96	12.70	14.28
Plus 2 years out of school	12.70	14.28	15.95
Plus 3 years out of school	14.28	15.95	17.78
Plus 4 years out of school	15.95	17.78	
Plus 5 or more years out of school	17.78		

**(d) School-based traineeships**

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

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

**(e) AQF Certificate Level IV traineeships**

(i) Subject to clauses F.5.2(f) and F.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

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

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



**(f) Calculating the actual minimum wage**

- (i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses F.5.2(a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.
- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses F.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.
- (iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses F.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

**F.5.3 Other minimum wage provisions**

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

**F.5.4 Default wage rate**

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

**F.6 Employment conditions**

- F.6.1** A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.
- F.6.2** A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- F.6.3** Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training

contract is to be regarded as time worked for the employer for the purposes of calculating the trainee’s wages and determining the trainee’s employment conditions.

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

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

## **F.7 Allocation of Traineeships to Wage Levels**

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

### **F.7.1 Wage Level A**

<b>Training package</b>	<b>AQF certificate level</b>
Aeroskills	II
Aviation	I, II, III
Beauty	III
Business Services	I, II, III
Chemical, Hydrocarbons and Refining	I, II, III
Civil Construction	III
Coal Training Package	II, III
Community Services	II, III
Construction, Plumbing and Services Integrated Framework	I, II, III
Correctional Services	II, III
Drilling	II, III
Electricity Supply Industry—Generation Sector	II, III (III in Western Australia only)
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I, II, III (III in Western Australia only)
Financial Services	I, II, III
Floristry	III
Food Processing Industry	III
Gas Industry	III
Information and Communications Technology	I, II, III
Laboratory Operations	II, III
Local Government (other than Operational Works Cert I and II)	I, II, III

<b>Training package</b>	<b>AQF certificate level</b>
Manufactured Mineral Products	III
Manufacturing	I, II, III
Maritime	I, II, III
Metal and Engineering (Technical)	II, III
Metalliferous Mining	II, III
Museum, Library and Library/Information Services	II, III
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II, III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II, III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I, II, III
Training and Assessment	III
Transport and Distribution	III
Water Industry (Utilities)	III

**F.7.2 Wage Level B**

<b>Training package</b>	<b>AQF certificate level</b>
Animal Care and Management	I, II, III
Asset Maintenance	I, II, III
Australian Meat Industry	I, II, III
Automotive Industry Manufacturing	II, III
Automotive Industry Retail, Service and Repair	I, II, III
Beauty	II
Caravan Industry	II, III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I, II, III
Extractive Industries	II, III
Fitness Industry	III
Floristry	II

<b>Training package</b>	<b>AQF certificate level</b>
Food Processing Industry	I, II
Forest and Forest Products Industry	I, II, III
Furnishing	I, II, III
Gas Industry	I, II
Health	II, III
Local Government (Operational Works)	I, II
Manufactured Mineral Products	I, II
Metal and Engineering (Production)	II, III
Outdoor Recreation Industry	I, II, III
Plastics, Rubber and Cablemaking	II
Printing and Graphic Arts	II, III
Property Services	I, II, III
Public Safety	I, II
Pulp and Paper Manufacturing Industries	I, II
Retail Services	I, II
Screen and Media	I, II, III
Sport Industry	II, III
Sugar Milling	I, II, III
Textiles, Clothing and Footwear	I, II
Transport and Logistics	I, II
Visual Arts, Craft and Design	I, II, III
Water Industry	I, II

**F.7.3 Wage Level C**

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

## Schedule G—2016 Part-day public holidays

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

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

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

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

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

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

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## Schedule H—Definitions

In this award, unless the contrary intention appears:

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

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

**DIDO** means drive in/drive out

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

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

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

**FIFO** means fly in/fly out

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

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

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

**remote work** means work required to be performed in any location that is operated by the employer as a remote location, including but not limited to sites operating on a fly in/fly out, drive in/drive out (FIFO/DIDO) or bus in/bus out basis

**standard rate** means the minimum weekly rate for a Court Security Officer in clause 10.1(a)

## Schedule I—Agreement to Take Annual Leave in Advance

Schedule I—Agreement to Take Annual Leave in Advance inserted in accordance with [PR582991](#).

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

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

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

The leave in advance will commence on: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

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

**I agree that:**

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

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_



**Schedule J—Agreement to Cash Out Annual Leave**

Schedule J—Agreement to Cash Out Annual Leave inserted in accordance with [PR582991](#).

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

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

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

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

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

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

*Include if the employee is under 18 years of age:*

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_