



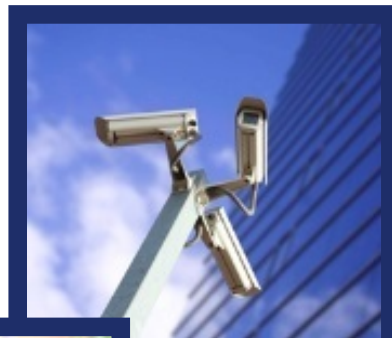
*The peak body for
security professionals.*

FAIR WORK COMMISSION Matter No. AM2014/89

**Four Yearly Review of Modern Awards Security Services Industry Award
2017**

Submissions re Payment of Annual Leave on termination

*Supporting members, promoting standards
and safeguarding public interest*



This submission concerns *Clause 24.10 'Payment of accrued leave on termination'* of the *Security Services Industry Award 2010 (MA 000016)* ('Security Award').

1. The variation is necessary to achieve the modern awards objective (s. 157), specifically, to remove what ASIAL submits is a drafting error.
2. ASIAL submits that the effect of current clause 24.10 is to confer on employees a greater benefit on termination of employment than would be available had they taken leave during the course of employment.
3. It also confers a greater benefit than available under any of the pre-reform awards.
4. ASIAL believes that the original drafting of this clause into the Security Award was an error not identified during the making of the award.
5. The original award modernisation request by Julia Gillard listed among the objects that, '*modern awards:*
(a) *must be simple to understand and easy to apply, and must reduce the regulatory burden on business; and*
(b) *together with any legislated employment standards, must provide a fair minimum safety net of enforceable terms and conditions of employment for employees;*' and

The creation of modern awards was not intended to:
(c) *disadvantage employees;*
(d) *increase costs for employers;*'
ASIAL submits that this clause fails to meet these Modern Award objectives.

6. In support of ASIAL's submissions please refer to the following:

Attachment A – Original Submissions filed by ASIAL 13 August 2014

Attachment B – Copy of email from: AMOD AMOD@fwc.gov.au relating to Attachment A

Attachment C – Extract from **AP796143CRV - Security Employees (Victoria) Award 1998** relating to payment of leave Loading on termination of employment.

Attachment D - Extract from **AP796356 – Security Industry (New South Wales) Award 1999** re Annual Leave **payments** on termination of employment.

Attachment E - Security Services Comparison - NAPSAs - Annual Leave

Attachment F - Security Services Comparison – Federal Awards - Annual Leave

Attachment G – ASIAL's Revised Application to Vary Security Services Industry Award 2010 including Draft Orders.

Attachment H - Draft Determination

ASIAL will be pleased to discuss and explain these submissions at any future conferences or hearings.

Chris Delaney



Workplace Relations Advisor ASIAL

Attachment A
IN FAIR WORK AUSTRALIA

FWA use only

FWA Matter No.:

APPLICATION TO VARY A MODERN AWARD – 4 YEARLY REVIEW

Application to vary a modern award (*Fair Work (Transitional Provisions and Consequential Amendments) Act 2009*, Part 2 of Schedule 5)

Applicant

Name:	Australian Security Industry Association Ltd (ASIAL)		
Title:	Mr [X] Mrs [] Ms [] Other [] specify:		
Address:	41 Hume Street		
Suburb:	Crow's Nest	State:	NSW
		Postcode:	2065
Where the Applicant is a company or organisation:			
Contact person:	Chris Delaney	ABN:	91 000 813 365
Contact details for the Applicant or contact person (if one is specified):			
Telephone:	02 84254318	Mobile:	0412124147
Facsimile:	02 84254343	Email:	ir@asial.com.au

Applicant's representative (if any)

Name:			
	ABN: <i>[If applicable]</i>		
Address:			
Suburb:	State:	Postcode:	
Contact person:			
Telephone:	Mobile:		
Facsimile:	Email:		

1. What is the name of the modern award to which the application relates?

MA000016 Security Services Industry Award 2010 (the Award)


2. What is the industry of the employer?

Security Industry

3. Variation(s) sought:

1. That the Security Award be varied to give effect to ATTACHMENT 1

4. Reasons: See ATTACHMENT 2

Date: 13 August 2014	
	
Signature:	
Name:	Mr. Chris Delaney
Capacity/Position:	Industrial Relations Advisor

Draft Determination

ATTACHMENT 1

MA000016 - Security Services Industry Award 2010

A. It is ordered that the above award be varied as follows:

1. Amend clause 24.7 by inserting the below wording:

24.7 Payment of accrued annual leave on termination

Where an employee is entitled to a payment on termination of employment the employer must pay to the employee an amount calculated in accordance with clause 24.4

Commissioner Roberts

Date

ATTACHMENT 2

The reasons for the above submissions are as follows:

1. The proposed variation is to remove the ambiguity that currently exists between Clause 24.4 and Clause 24.7.
2. The current application of 24.7 requires an employer to pay what the employee would have received had he/she continued on the roster ***and*** a 17.5% loading. This conflicts with Clause 24, which provides for ...the greater of:
 - (a) the amount the employee would have earned during the period of leave for working their normal hours, exclusive of overtime, had they not been on leave; and
 - (b) the employee's ordinary time rate specified in clause 14.1, together with, where applicable, the leading hand allowance, relieving officer's allowance and first aid allowance prescribed in clause 15.1(a) respectively, plus a loading of 17.5%.
3. ASIAL submits the current clause 24.7 is a provides for the unintentional payment of two loadings on termination of employment and is inconsistent with all previous Security Industry PMA's dealing with payment of outstanding entitlements on termination and clause 24.4 of the Security Services Industry Award 2010.

Attachment B

From: AMOD <AMOD@fwc.gov.au>
Subject: RE: Annual Leave | FWCFB | MA000016
Date: 7 September 2015 4:31:24 pm AEST
To: Chris ASIAL <ir@asial.com.au>
Resent-From: <ir@asial.com.au>

Dear Mr Delaney,

Thank-you for your email and I apologise that we have not kept you informed with its progress. Upon receipt of your application, it was decided that it would be more efficient for the application to be referred to the Full Bench that was reviewing the *Security Services Industry Award 2010* (the Security award) rather than creating a separate application. The change sought replicates the comment in the [submission](#) by ASIAL made on 29 September 2014 at paragraph 8 and has been considered in the context of [AM2014/89](#).

As you would be aware, during the course of the Review of this award, a number of 'exposure drafts' have been published for comment and the Commission has considered various claims to vary the current provisions of the award. All material in relation to this process can be viewed on the Commission's website at [AM2014/89](#). The Review has been an iterative process and we anticipate the exposure draft for the Security award will be republished again in the coming weeks to include a number of changes resulting from recent Full Bench decisions in the Modern Awards review.

Attachment C
AP796143CRV - Security Employees (Victoria) Award 1998

AUSTRALIAN INDUSTRIAL REGISTRY CONSOLIDATION

This AIR consolidated award incorporates all amendments up to and including 26 October 2007 (variation PR979281).

Clauses affected by the most recent amendment(s) are:

About this Award:

Printed by authority of the Commonwealth Government Printer.

Disclaimer:

Please note that this consolidated award is prepared by the Australian Industrial Registry and is believed to be accurate but no warranty of accuracy or reliability is given and no liability is accepted for errors or omissions or loss or damage suffered as a result of a person acting in reliance thereon.

Copies of official decisions, awards and orders of the Australian Industrial Relations Commission can be accessed at no cost through the Commission's web site (www.airc.gov.au) or purchased from any office of the Australian Industrial Registry.

AP796143CRV [Pre-Reform AIR Consolidation]

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

s.33 action on the Commission's own motion

(C No. 21411 of 1998)

Review of award pursuant to Item 51 of Part 2 of Schedule 5 of the
Workplace Relations and Other Legislation Amendment Act 1996
(C No. 00134 of 1998)

SECURITY EMPLOYEES (VICTORIA) AWARD 1993

[ODN C No. 21725 of 1992]

[Print K8045 [S0344]]

Security employees	Security services
COMMISSIONER WILKS	SYDNEY, 12 OCTOBER 1998

Allowable award matters

ORDER

A. Further to the decision issued on 12 October 1998 [Print Q6668] the above award is varied as follows:

By deleting the contents of the award in their entirety and inserting the following:

PART 1 – APPLICATION AND OPERATION OF AWARD

1. TITLE

This award will be known as the Security Employees (Victoria) Award 1998.

2. ARRANGEMENT

[2 amended by S7414 PR950222 PR959117 PR970114 PR970581]

27.4 Loading on annual leave

27.4.1 During a period of annual leave employees will receive a loading of 17.5% calculated on the rate applicable to them as prescribed by clause 16 - Wages, 17.5 and 17.2.

27.4.2 Where the employee would have received shift loadings prescribed by clause 18-Shift work allowances had the employee not been on leave during the relevant period and the loadings would have entitled them to a greater amount than the loading of 17.5%, then the shift loadings will be added to the rate applicable to them as prescribed by clause 16 - Wages, 17.5 and 17.2 in lieu of the 17.5% loading.

27.4.3 The loading prescribed by this clause will not apply to proportionate leave on termination.

Attachment D – Extract from AP796356 – Security Industry (New South Wales) Award 1999 re Annual Leave payments on termination of employment.

This Fair Work Australia consolidated award incorporates all amendments up to and including 1 October 2008 (variation PR983533).

Note: This award was terminated on 29 July 2011 (see PR512465) in accordance with item 3 of Schedule 5 of the *Fair Work (Transitional Provisions and Consequential Amendments Act) 2009*.

Clauses affected by the most recent amendment(s) are:

[12. Allowances](#)

[Table 2 - Other rates and allowances](#)

About this Award:

This award consolidates the Security Industry (New South Wales) Award 1996 [S0609].

Printed by authority of the Commonwealth Government Printer.

Disclaimer:

Please note that this consolidated award is prepared by the staff of Fair Work Australia and is believed to be accurate but no warranty of accuracy or reliability is given and no liability is accepted for errors or omissions or loss or damage suffered as a result of a person acting in reliance thereon.

Copies of official decisions, awards and orders of Fair Work Australia and the Australian Industrial Relations Commission (prior to 1 July 2009) can be accessed at no cost through Fair Work Australia's website (www.fwa.gov.au) or purchased from any office of Fair Work Australia.

AP796356 [Pre-reform FWA Consolidation]

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

Review of awards pursuant to Item 51 of Part 2 of Schedule 5 of the
Workplace Relations and Other Legislation Amendment Act 1996
(C No. 00135 of 1998)

SECURITY INDUSTRY (NEW SOUTH WALES) AWARD 1996

(ODN C. No. 21023 of 1993)

[Print P2537 [S0609]]

Various employees

Security services

*Award simplification***ORDER**

A. Further to a decision of the Commission issued on 23 July 1999 [Print R7502] the above award is varied by deleting all clauses and appendices and by inserting the following:

PART	AWARD	A TITLE
1.	This award is the Security Industry (New South Wales) Award	1999.

25.3 Payment for annual leave

All employees must receive payment for annual leave periods calculated at which ever is the greater of:

- 25.3.1** the ordinary time rate provided for the employee's classification under Table 1 of Part B, together with, where applicable, the leading hand allowance, relieving officer's allowance and first aid allowance prescribed in 12.3, 12.4 and 12.5 respectively, plus a loading of 17.5%, or
- 25.3.2** the ordinary time rate increased by any night span and/or permanent night span rates and/or weekend span rates which would have been payable for ordinary time the employee would have worked if the employee had not been on annual leave (but not including any public holiday span rate payable in respect of a public holiday occurring during the annual leave which is a public holiday on which the employee would have worked an ordinary shift) together with, where applicable, the leading hand allowance, relieving officer's allowance and first aid allowance prescribed in 12.3, 12.4 and 12.5 respectively. An employee's roster must not be altered merely for the purpose of avoiding any benefit available to the employee under this provision.
- 25.3.3** Despite any other provision in this clause, no loading is payable to an employee who takes an annual holiday wholly or partly in advance; However, if the employment of such an employee continues until the day when he or she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday, and is to be calculated in accordance with 25.3.1 or 25.3.2, applying the award rates of wages payable on that day. This provision applies where an annual holiday has been taken wholly or partly in advance and the entitlement to the holiday arises after that date.

25.4 Payment in lieu of annual leave on termination of employment

Where the employment of a permanent employee is terminated for any reason by either party and at the time of such termination the employee has not been given and has not taken the whole of any annual leave to which the employee has become entitled (employees only become entitled to annual leave for each completed year of service), then the employee must be paid for all such untaken annual leave at the rate provided under 25.3. For an incomplete year of service employees are entitled to a payment of 1/12 of their ordinary earnings for that incomplete year of service, in lieu of annual leave.

25.5 Annual leave loading

An annual leave loading is incorporated into the provisions of 25.3 and 25.4, and no additional amount is payable in respect of Annual Leave Loading.

Attachment E - Security Services Comparison - NAPSAs - Annual Leave

	AP796356	AN120497- NSW	AN140269- QLD	AN150139-SA	AN160287- WA	AN170092- TAS
NES-Div 5 AM s.576J(1)(h) Annual leave	Security Industry (New South Wales) Award 1999	Security Industry (State) Award	Security Industry (Contractors) Award - State 2004	Security Officers' Award	Security Officers' Award	Security Industry Award
annual leave - quantum	<u>cl 25</u> 4 weeks, 5 weeks shift workers	<u>cl 25</u> As per AP796356	<u>Pt 7: cl 7.1.1</u> As per AP796356	<u>Pt 7: cl 7.1.1.1</u> As per AP796356	<u>cl 9</u> As per AP796356	<u>cl 9</u> As per AP796356
annual leave loading	17.5%	As per AP796356	As per AP796356	As per AP796356	As per AP796356	As per AP796356
calculation of annual leave entitlement	see annual leave payment AP796356	Shift workers 5 weeks, portion of year, additional leave is 3 1/4 hrs for each completed month of service	no mention	12 months continuous service Weekly hire employees accrue annual leave at the rate of 2.923 hours for each 38 ordinary hours worked.	12 months service	12 months continuous service
annual leave payment	Payment for annual leave whichever calculation is greater: the ordinary time rate with leading hand, relieving officer's and first aid allowances plus annual leave loading, OR ordinary time rate increased by any night span/and or weekend span rates which would have been payable for ordinary time employee would have worked together with allowances	As per AP796356	Shift workers: the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts. For all others: not be less than the sum of the employee's ordinary wage rate for the annual leave period (excluding shift premiums and weekend penalty rates); Supervisory allowance or payments of a like nature; and loading	ordinary wages as prescribed prior to proceeding on annual leave	ordinary wages as prescribed prior to proceeding on annual leave	Ordinary wages as prescribed prior to proceeding on annual leave. In the case of an employee in receipt of a shift allowance, before going on annual leave he/she shall be paid for ordinary hours plus annual leave loading or be paid according to the roster (excluding overtime) whichever is the higher.
taking annual leave i.e. in 1 or more separate periods	up to 10 single days per year by consent	no mention	no mention	As per AP796356	By agreement between the employer and employee, an employee may take annual leave in more than one period, provided that none of such periods shall be less than one week in duration	with consent of employer up to 5 single days
time of taking annual leave - notice	employee must be allowed to take annual leave at time agreed, within 6 months after it is due (can be extended to 12 months by agreement) employee may elect with consent of employer to accrue and carry forward any amount of leave for a max of 2 years from the date the employee becomes entitled to leave	no mention	no mention	Annual leave is to be taken at a time or times agreed between the employer and the employee, if they fail to agree on a time employer may require employee to take annual leave by giving 1 months notice Can accrue and carry forward any amount of annual leave for a maximum of two years from the date of the	no mention	Annual leave shall be taken at a time mutually agreed upon by the employer and the employee. In the absence of such agreement, it shall be taken within 12 months of the date it became due, at a time fixed by the employer and after at least one month's notice to the employee.
proportionate annual leave on termination	For an incomplete year of service employees are entitled to a payment of 1/12 of their ordinary earnings for that incomplete year of service, in lieu of annual leave. (excluding loading)	As per AP796356	Paid out proportionately upon termination	After 1 months continuous service the employee shall be paid at the ordinary rate of wage for 2.923 hours for each 38 ordinary hours worked and in respect of which leave had not been granted	paid 2.92 hours pay in respect of each completed week of continuous service	Shall be paid pro rata of the leave prescribed
annual close down re annual leave	no mention	no mention	no mention	Employer may by giving not less than 9 weeks notice of his or her intention so to do stand off for the duration of the close-down all employees in the establishment or section concerned and allow to those who are not then qualified for four full weeks leave paid leave	no mention	Access to annual leave, as prescribed in paragraph (i) above, shall be exclusive of any shutdown period provided for elsewhere under this award.
public holidays falling in annual leave and next working day	no mention	no mention	annual leave will be exclusive of any public holiday which may occur during the period of that annual holiday and will be paid for by the Employer in advance	annual leave exclusive of public holidays	annual leave exclusive of public holidays	annual leave exclusive of public holidays
annual leave allowed before due date	no mention	no mention	no mention	An employer may allow annual leave to an employee before the right thereto has accrued	no mention	no mention
annual leave - other	no mention	no mention	no mention	payment shall not be made or accepted in lieu of annual leave.	no mention	Payment in lieu of annual leave shall be prohibited

Attachment F - Security Services Comparison - Federal Awards - Annual Leave

NES-Div 5 AM s.576J(1)(h) Annual leave	AP796356 Security Industry (New South Wales) Award 1999	AP796143CRV Security Employees (Victoria) Award 1998	AP796056CRA Security Employees (A.C.T.) Award, 1998	AP814209 Security Officers (Western Australia) Award 2002	AP819072CRN Security Industry (Northern Territory) Award 2002
annual leave - quantum annual leave loading	cl 25 4 weeks, 5 weeks shift workers 17.5%	cl 27.2 As per AP796356 As per AP796356	Pt 8: cl 8.1.1(a) As per AP796356 As per AP796356	Pt 7: cl 19 As per AP796356 As per AP796356	Pt 7: cl 27.1 As per AP796356 As per AP796356
calculation of annual leave entitlement	see annual leave payment AP796356	after 12 months service	after 12 months service	after 12 months service	after 12 months and is to be calculated to the nearest day, any broken part of a day less than half a day is to be disregarded
annual leave payment	Payment for annual leave whichever calculation is greater: the ordinary time rate with leading hand, relieving officer's and first aid allowances plus 17.5% loading, OR ordinary time rate increased by any night span/and or weekend span rates which would have been payable for ordinary time employee would have worked together with allowances	ordinary pay at the time employee takes leave plus loading	ordinary and additional penalties for weekend work, and any additional rates the employee would be entitled to under the contract for their ordinary hours of work	ordinary rate of pay including any penalties that would have been paid had the employee not been on annual leave plus the loading	Each employee before going on leave shall be paid the wages he/she would have earned in respect of the ordinary time he/she would have worked had he/she not been on leave during the relevant period.
taking annual leave i.e. in 1 or more separate periods	up to 10 single days per year by consent	As per AP796356	As per AP796356	By agreement, an employee may take annual leave in more than one period. Can elect to take leave in up to 10 single days	Can be given or taken in one or two separate periods. If in 2 periods 1 must be of at least 21 days . By agreement can be shorter than 21 days or in 3 periods
time of taking leave - notice	Employee must be allowed to take annual leave at time agreed, within 6 months after it is due (can be extended to 12 months by agreement). Employee may elect with consent of employer to accrue and carry forward any amount of leave for a max of 2 years from the date the employee becomes entitled to leave.	As per AP796356	As per AP796356	Employee may elect with consent of employer to accrue and carry forward any amount of leave for a max of 2 years from the date the employee becomes entitled to leave.	As per AP796356
proportionate annual leave on termination	For an incomplete year of service employees are entitled to a payment of 1/12 of their ordinary earnings for that incomplete year of service, in lieu of annual leave. (excluding loading)	As per AP796356	If 12 months service not completed provided the employee has been employed continuously for 1 month or more, will be entitled to pay on a pro rata basis for each completed month of service	If employment is lawfully terminated or terminated by employer through no fault of employee, an employee must be paid 2.92 hours' pay in respect of each completed week of continuous service in that qualifying period or 3.65 hours where the officer has worked a seven day shift roster.	If employment is lawfully terminated or terminated by employer through no fault of employee, an employee must be paid 2.923 hours' pay in respect of each completed week of continuous service in that qualifying period or 3.06 hours where the officer has worked a seven day shift roster.
annual close down re annual leave	no mention	May give the employees one months notice in writing that any employees entitled to leave will be given that leave during the close down, and, in addition, will be paid 1/12th of the ordinary pay for any period of employment after accrual of the employee's right to the annual leave and up to but excluding the date of closing; if not entitled to annual leave will be given leave without pay	Employer must give 3 months notice in writing of close down. Where an employee has not completed 12 months' service at the "close down" such employee shall, provided he has been employed continuously for one month or more, be entitled to leave on a pro rata basis for each month of continuous service	no mention	no mention
public holidays falling in annual leave and next working day	no mention	If a public holiday falls within an employee's annual leave, and is on a day which would have been an ordinary working day, then the extra time equivalent to the public holiday is added to the employee's annual leave.	no mention	If a public holiday falls within an officer's period of annual leave and is observed on a day which would have been an ordinary working day for that officer, that day must be added to the period of annual leave.	If a public holiday falls within an employee's annual leave, and is on a day which would have been an ordinary working day, then the extra time equivalent to the public holiday is added to the employee's annual leave.
annual leave allowed before due date	no mention	If the employee and the employer so agree, the annual leave may be taken wholly or partly in advance before the employee has become entitled to the annual leave.	can be taken before accrual by agreement but the next period of leave will not accrue until after the expiration of the 12 months in respect of which the annual leave had been taken before it accrued	no mention	Can take leave in advance. In such case a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which the annual leave or part thereof had been taken before it accrued.
annual leave - other	no mention	no mention	no mention	no mention	no mention

Attachment G

Form F46 Application to vary a modern award

Fair Work Act 2009, ss.157–160

This is an application to the Fair Work Commission to make a modern award or make a determination varying or revoking a modern award, in accordance with Part 2-3 of the [Fair Work Act 2009](#).

The Applicant



These are the details of the person who is making the application.

Title	<input checked="" type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Other please specify:		
First name(s)	Chris		
Surname	Delaney		
Postal address	41 Hume Street		
Suburb	Crow's Nest		
State or territory	NSW	Postcode	2101
Phone number	02 84254300	Fax number	02 84254343
Email address	ir@asial.com.au		

If the Applicant is a company or organisation please also provide the following details

Legal name of business	Australian Security Industry Association Limited (ASIAL)
Trading name of business	N/A
ABN/ACN	
Contact person	Chris Delaney

Does the Applicant need an interpreter?



If the Applicant requires an interpreter (other than a friend or family member) in order to participate in conciliation, a conference or hearing, the Fair Work Commission will provide an interpreter at no cost.

Yes—Specify language

No

Does the Applicant require any special assistance at the hearing or conference (e.g. a hearing loop)?

Yes— Please specify the assistance required

No

Does the Applicant have a representative?



A representative is a person or business who is representing the Applicant. This might be a lawyer, or a representative from a union or employer association. There is no requirement to have a representative.

Yes—Provide representative's details below

No

Applicant's representative



These are the details of the person or business who is representing the Applicant.

Name of person			
Organisation			
Postal address			
Suburb			
State or territory		Postcode	
Phone number		Fax number	
Email address			

1. Coverage

1.1 What is the name of the modern award to which the application relates?



Include the Award ID/ Code No. of the modern award

Security Services industry Award 2010 MA 000016

1.2 What industry is the employer in?

Security Industry

2. Application

2.1 What are you seeking?

Specify which of the following you would like the Commission to make:

- a determination varying a modern award
- a modern award
- a determination revoking a modern award

2.2 What are the details of your application?

Attach additional pages, if necessary.

2.3 What are the grounds being relied on?

Using numbered paragraphs, specify the grounds on which you are seeking the proposed variations.



You must outline how the proposed variation etc is necessary in order to achieve the modern awards objective as well as any additional requirements set out in the FW Act.

1. The proposed variation is to remove the ambiguity that currently exists between Clause 24.6 and Clause 24.10.

The current Clause 24.10 states:

*'Where an employee is entitled to a payment on termination of employment as provided in s.90(2) of the Act, the employer must also pay to the employee an amount calculated in accordance with clause [24.6\(a\)](#). **The employer must also pay** (ASIAL emphasis) to the employee a loading of 17.5% in accordance with clause [24.6\(b\)](#) unless the employee has been dismissed for misconduct'.*

2. This conflicts with Clause 24.6, which provides for:

'24.6 Payment for annual leave

Before the start of the employee's annual leave the employer must pay the employee in respect of the period of such leave **the greater of** (ASIAL emphasis):

- (a) the amount the employee would have earned during the period of leave for working their normal hours, exclusive of overtime, had they not been on leave;

and

- (b) the employee's ordinary time rate specified in clause 14.1, together with, where applicable, the leading hand allowance, relieving officer's allowance and first aid allowance prescribed in clause 15.1(a) respectively, plus a loading of 17.5%.

3. ASIAL submits the current clause 24.10 is a provides for the unintentional payment of

two loadings on termination of employment and is inconsistent with all previous Security Industry PMA's dealing with payment of outstanding entitlements on termination and clause 24.6 of the Security Services Industry Award 2010.

[Empty rectangular box for additional information or attachments]

Attach additional pages, if necessary.

Signature



If you are completing this form electronically and you do not have an electronic signature you can attach, it is sufficient to type your name in the signature field. You must still complete all the fields below.

Signature	
Name	Chris
Date	Delaney
Capacity/Position	Workplace Relations Advisor - ASIAL



Where this form is not being completed and signed by the Applicant, include the name of the person who is completing the form on their behalf in the **Capacity/Position** section.

Attachment H

Draft Determination

MA000016 - Security Services Industry Award 2010

A. It is ordered that the above award be varied as follows:

1. Amend clause 24.10 by inserting the below wording:

24.7 Payment of accrued annual leave on termination

Where an employee is entitled to a payment of unused annual leave on termination of employment the employer must pay to the employee an amount calculated in accordance with clause 24.6

Date

