



**Australian Security Industry  
Association Limited**

*The peak body for  
security professionals.*

**FAIR WORK COMMISSION Matter No. AM2014/89**

**Four Yearly Review of Modern Awards – Exposure Draft – Security Services Industry Award 2015.**

*Supporting members, promoting standards  
and safeguarding public interest*



ASIAL welcomes the opportunity afforded it by the Full Bench of FWC on 9 June 2017 in matter No. AM2014/89 where the Parties were “*directed to review the revised exposure drafts and the summaries of submissions and provide any comments in writing to [amod@fwc.gov.au](mailto:amod@fwc.gov.au) by 4.00 pm on Friday 30 June 2017 outlining:*

- *any errors in the exposure drafts or summaries; and*
- *any outstanding issues in the summaries of submissions that they wish to press”.*

In accordance with the directions ASIAL seeks to provide the following comments and submissions with regard to the Exposure Draft of the Security Services Industry Award 2015:

1. We note submissions made by Australian Industry Group (AiG) on 23 September 2017 at point 113 and offer the following comments:

Clause 6.5(c)(ii) - ASIAL agrees that the words “base rate” should be replaced. However whether replaced by “minimum hourly rate” or “ordinary rate”, either is acceptable provided that the term is both defined and consistently applied.

2. Again we note AiG’s submission re Clause 9.3(c). As stated above ASIAL is not concerned which term is used either “minimum hourly rate” or “ordinary rate”, provided that the term is both defined and consistently applied.
3. Clause 13 Penalty Rates – ASIAL supports the position of AiG at point 119.
4. Clause 14.3 Overtime Rates – ASIAL supports the position of AiG at point 120.
5. 15.10 Payment of accrued annual leave on termination

On 13 August 2014 ASIAL filed an application to vary the wording of Clause 24.10 of the Security Services Award 2010 as part of the 4 Year Review. We have attached a copy of this application (Attachment A) for information of the Commission.

It remains ASIAL’s view that clause 24.7 and the new clause 15.10 is a provides for the unintentional payment of two loadings on termination of employment and is inconsistent with all previous Security Industry Pre Modern Awards dealing with payment of outstanding entitlements on termination.

It is also inconsistent wit clause 24.4 of the Security Services Industry Award 2010 and the new clause 15.8.

**Attachment A**

AMENDED SUBMISSION TO THE FAIR WORK COMMISSION

ON

4 YEARLY REVIEW OF MODERN AWARDS

Award Stage- Group 1 – Security Services Industry Award 2010

(AM2014/89)

THE AUSTRALIAN SECURITY INDUSTRY ASSOCIATION LTD

ASIAL

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2014

Lodged by Chris Delaney for and on behalf of ASIAL

**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**

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

**Applicant's representative (if any)**

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

**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**

<b>Date: 13 August 2014</b>	
	
<b>Signature:</b>	
<b>Name:</b>	<b>Mr. Chris Delaney</b>
<b>Capacity/Position:</b>	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.

As stated earlier ASIAL is appreciative of the opportunity to provide the above clarification of our submissions on this matter.

We ask that the Full Bench give consideration of the changes sought in recognition of the nature and needs of the security industry and the operational requirements to be responsive to the needs of clients at short notice, while still affording employees with a consultative process where changes may have a significant impact.

The nature of the security industry provides challenges not always common in other industries. It is ASIAL's submission that where differences are identified common award clauses should be varied to reflect the specific needs of both employers and employees.

Chris Delaney



Industrial Relations Advisor  
Australian Security Industry Association Limited

