

SUMMARY OF SUBMISSIONS

This summary incorporates amendments arising from the conference of 8 November 2017, drafting comments addressing outstanding issues and the [Statement \[2017\] FWC 5867](#) issued on 9 November 2017.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
1	ASIAL	Sub-06/10/17	1	Title and commencement Submits cl 2.2 of the current award should be retained.	Para 1	Withdrawn. See Transcript-08/11/17 PNs251-252.
	UV	Reply Sub-20/10/17		Opposes ASIAL's submission. Submits Decision [2015] FWCFB 6656 decided this issue — the Full Bench decided to delete the absorption clause from all modern awards.	Paras 3–6	
2	ASIAL	Sub-06/10/17	2	Definitions Submits definition of 'default fund employee' from current award cl 3 be retained.	Para 3	Withdrawn. See Transcript-08/11/17 PNs253-254.
	UV	Reply Sub-20/10/17		Disagrees with ASIAL's submission. Submits it is unnecessary.	Para 7	
3	ASIAL	Sub-06/10/17	2	Submits definition of a shift worker should be included in definitions clause: <i>'For the purpose of the NES, a shiftworker is an employee:'</i>	Para 4	Outstanding. UV not opposed to inclusion of definition if it is in the same terms as that of the current award.

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				<p><i>(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</i></p> <p><i>(b) who is regularly rostered to work on Sundays and public holidays’.</i></p>		<p>Transcript-08/11/17 PNs279 – 280: Commission to seek the drafter’s comment and come back to parties.</p> <p>Drafter comment: The definitions clause defines terms for the purposes of the award. The definition of “shiftworker” is for the purposes of the NES.</p>
	UV	Reply-Sub-20/10/17		Does not object to ASIAL’s submission provided the definition inserted is current award cl 24.2.	Para 8	
4	ABI & NSWBC	Sub-12/10/17	2	Submits definition of ‘cash-in-transit’ differs from meaning in current award. Submits primary difference is movement was previously ‘usually in an armoured vehicle’ but is now ‘in an armoured or other vehicle’. Submits requirement of ‘usually’ is an important difference.	Para 2	Agreed. See Transcript-08/11/17 PN284. PLED updated.
	UV	Reply-Sub-20/10/17		Agrees with ABI & NSWBC.	Para 2	
5	ABI & NSWBC	Sub-12/10/17	4.2	<p>Coverage</p> <p>Submits ‘security services industry’ definition has omitted some words from current award cl 4.2. Submits they should be reinserted.</p> <p>(a) Subclause (a) should be redrafted to</p>	Para 3.1	<p>Provisionally resolved.</p> <p>See Transcript-08/11/17 PNs284-292.</p> <p>Amendments proposed by drafter and comment:</p>

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				read <i>'patrolling, protecting, screening, watching or guarding any people and/or property (including <u>cash or other valuables</u>)'</i> ; and (b) Subclause (d) should be amended to read <i>'the operation of a <u>security control room or monitoring centre</u>'</i> .		(1) and/or is not used in a plain language document; (2) agree to insert "cash or other" before "valuables" in paragraph (a); (3) if the definition of "monitoring centre" does not cover a "security control room" then I agree "security control room" should be inserted.
	UV	Reply-Sub-20/10/17		Does not object to ABI & NSWBC's proposed changes.	Para 9	PLED provisionally updated.
6	ASIAL	Sub-06/10/17	4.2(c)	Submits clause should include the words <i>'or control room'</i> .	Para 5	Provisionally resolved. See Transcript-08/11/17 PNs284-292. Amendment proposed by drafter: Insert 'security control room' at cl 4.2(d). PLED provisionally updated.
7	ASIAL	Sub-06/10/17	4.2(d)	Submits 'control room' has been omitted. Submits a 'control room' is separate and distinct from a monitoring station/central station. Submits clause should be re-drafted to '(d) the operation of a security control room or central station'. A control room may be co-located at the	Para 2	Withdrawn. See Transcript-08/11/17 PNs262-264.

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				client's premises.		
	UV	Reply-Sub-20/10/17		Supports retaining wording in cl 4.2(d) of the current award.	Para 10	
8	ABI & NSWBC	Sub-12/10/17	4.3	Submits 'minor' has been added, which is not in the current award clause. Submits it should be removed.	Para 3.2	Agreed. See Transcript-08/11/17 PNs292-294.
	UV	Reply-Sub-20/10/17		Does not object to ABI & NSWBC's proposed changes.	Para 9	PLED updated.
9	ASIAL	Sub-06/10/17	6.4(a)	Individual flexibility arrangements Submits clause should be amended to 'give the employee the proposed agreement'.	Para 6	Withdrawn. See Transcript-08/11/17 PN266. Clause determined by [2017] FWCFB 4419 .
	UV	Reply-Sub-20/10/17		Disagrees with ASIAL's submission. Submits PLED drafting reflects that the wording of standard clauses has been addressed, specifically in [2017] FWCFB 4419.	Paras 11—12	
10	ASIAL	Sub-06/10/17	6.8	Submits clause incorrectly cross references cl 6.9(b), which does not exist. Submits reference should be to cl 6.7(b).	Para 7	Agreed. See Transcript-08/11/17 PNs295-296.
	UV	Reply-Sub-20/10/17		Agrees with ASIAL's submission.	Para 13	PLED updated.

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11	UV	Sub-06/10/17	8	Types of employment Submits PLED removes obligation on employer to record information about type of employment in a time and wages record in current award 10.2. Submits current award clause should be retained.	Paras 2—5	Withdrawn. See Transcript-08/11/17 PN297-300.
	ASIAL	Reply Sub-20/10/17		Submits PLED does not require variation as record keeping is adequately expressed in s.535 of the Act.	Para 1	
12	ASIAL	Sub-06/10/17	10.3	Part-time employment Submits clause should be re-drafted to make reference to pro rata entitlements. Provides draft wording.	Para 8	Outstanding. Deferred until drafting comments received. See Transcript-08/11/17 PN303. Drafter comment: Clause 10.3 could be omitted leaving the context in any particular provisions to indicate the categories of employees to which it applies. NOTE: issue resolved in Clerks' award by deleting clauses 10.3 and 10.4. The Commission suggested deleting the clauses as, based on normal principles of interpretation, the award should be read as
	ABI & NSWBC	Sub-12/10/17		Submits clause is problematic because it can be interpreted to mean that other provisions of PLED would be applied to part-time employees in the same way as they are applied to a full-time employee, because it does not specify they should be pro-rated per current award cl 10.4(a)(iii).	Paras 4.1, 4.2	

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						applying to everybody covered by it unless it specifically provided otherwise. [2018] FWC 411 at [18]. PLED provisionally updated on this basis.
13	ABI & NSWBC	Sub-12/10/17	10.4	Submits clause is problematic because it refers to payments made in accordance with the NES and it is unclear how the proportionality of those payments is determined.	Paras 4.3, 4.4	Outstanding. Deferred until drafting comments received. See Transcript-08/11/17 PN303. Drafter comment: Issue resolved in Clerks' award by deleting clauses 10.3 and 10.4. The Commission suggested deleting the clauses as, based on normal principles of interpretation, the award should be read as applying to everybody covered by it unless it specifically provided otherwise. [2018] FWC 411 at [18]. PLED provisionally updated on this basis.
	UV	Reply-Sub-20/10/17		Supports retaining current award clause 10.4(a)(iii).	Para 14	Drafter comment: Not all conditions apply on a pro-rata basis.

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14	ASIAL	Sub-06/10/17	10.5, 10.6	Submits clauses restrict employers from engaging part-time employees on a roster cycle in the same way as it could a permanent full-time employee. Submits this is inconsistent with cl 10.1 and requires further discussion/clarification.	Para 9	Outstanding. Deferred until drafting comments received. See Transcript-08/11/17 PN303. Drafter comment:
	UV	Reply-Sub-20/10/17		Disagrees with ASIAL's submission. Submits PLED appropriately reflects existing entitlements in cl 10.4(b) of the current award.	Paras 15 – 16	Clauses 10.5 to 10.7 reflect clause 10.4(b) of current award.
15	ASIAL	Sub-06/10/17	10.9	Submits clause should be re-drafted to reflect current award cl 10.4(f) which is more accurate. Provides draft wording in submission.	Para 10	Outstanding. Deferred until drafting comments received. See Transcript-08/11/17 PN303.
	UV	Reply-Sub-20/10/17		Prefers the wording in PLED.	Para 17	Drafter comment: Unlike the current award, the PLED provides for hourly rates making clause 10.9 appropriately drafted.
16	ABI & NSWBC	Sub-12/10/17	10.9	Submits clause would be improved by addition of a reference to the actual amount payable in accordance with cl 15. Suggest: <i>“A part time employee must be paid in accordance with Column 3 of Table 4 - Minimum Rates in clause 15 for</i>	Para 4.5	Outstanding. Deferred until drafting comments received. See Transcript-08/11/17 PN303. Drafter comment:

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				<i>each ordinary hour worked.”</i>		The suggested amendment does not seem necessary when clause 10.9 is read with clause 15.
17	ABI & NSWBC	Sub-12/10/17	11.2(a)	Casual employment – casual loading Submits clause should be amended to reduce any uncertainty as to whether casual loading is cumulative or compounding. Suggest ‘in addition to’ rather than ‘on top of’.	Para 5	Provisionally resolved. See Transcript-08/11/17 PNs306-307. Drafter comment: I have no strong objection to using “in addition to”. PLED provisionally updated.
	UV	Reply-Sub-20/10/17		Supports retaining wording in current award cl 12.5(a) which states “ <i>an additional 25%</i> ”.	Para 20	Drafter comment: Clause 11.2 of the PLED is to the same effect as clause 10.5(b) of the current award.
18	ASIAL	Sub-06/10/17	12.1	Classifications Submits clause should be amended. <i>‘An employer must pay an employee the rate of pay applicable to the classification in which the employee works’.</i>	Para 11	Outstanding. See Transcript-08/11/17 PNs311-323. Drafter comment: Clause 12 does not deal with the requirement to pay.
	UV	Reply-Sub-20/10/17		Submits ASIAL’s proposed amendment is not necessary.	Para 18	

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19	ABI & NSWBC	Sub-12/10/17	12.3(b)	Classifications – Licensing Submits current award cl 10.6(b)(ii) has been omitted from PLED. Notes clients would be interested to understand why, otherwise proposes it be reinserted.	Para 6	Provisionally resolved. See Transcript-08/11/17 PNs324-328. Amendment proposed by drafter: insert ‘their classification or’ after ‘appropriate licence for’. PLED provisionally updated.
20	ASIAL	Sub-06/10/17	12.3(d)	Submits clause should retain ‘and as a result cannot carry out a security activity’² from current award cl 10.6(d).	Para 12	Withdrawn. See Transcript-08/11/17 PN268.
	UV	Reply Sub-20/10/17		Prefers wording in PLED.	Para 19	
21	ABI & NSWBC	Sub-12/10/17	13.3(a)(ii)	Ordinary hours of work and rostering – Shift duration <i>Response to question raised by the Commission</i> Agrees with the Commission’s comment. Submits cl 21.2(a)(iii) of current award has the same effect. Does not in principle oppose an amendment to increase flexibility.	Para 7.1	Agreed. See Transcript-08/11/17 PNs326-330, 333-334. PLED content not amended. Green text box deleted.
	UV	Reply-Sub-20/10/17		Submits PLED clause has the same legal effect as current award cl 21.2(a)(iii) and	Paras 21 – 23	

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				does not change flexibility in rostering arrangements.		
22	ASIAL	Sub-06/10/17	13.3(c)	Submits ‘concerned’ per cl 21.2(b) current award should be reinstated or ‘affected’ should be inserted. Submits at some work sites security officers may work shorter shifts so may not need to be involved in discussions.	Para 13	Agreed. See Transcript-08/11/17 PNs335-343. PLED updated.
	UV	Reply-Sub-20/10/17		Does not oppose ASIAL’s submission.	Para 27	
23	ABI & NSWBC	Sub-12/10/17	13.3(d)	Submits PLED includes reference to a ‘union’ but current award cl 21.2(c) refers to the right to be represented. Submits current award wording should be reinstated.	Para 7.2	Resolved. See Transcript-08/11/17 PNs344-349. PLED updated.
	UV	Reply-Sub-20/10/17		Disagrees with ABI’s submission. Submits unions can provide crucial assistance to employees.	Paras 24 – 25	
24	ABI & NSWBC	Sub-12/10/17	13.3(h)	Submits definition of ‘rest breaks’ is clumsy. Proposes clause be amended. Provides draft wording.	Para 7.3	Outstanding. See Transcript-08/11/17 PN350. Amendment proposed by drafter: See ATTACHMENT A for proposed drafting.
	UV	Reply-Sub-20/10/17		Agrees with ABI’s submission.	Para 26	

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25	ASIAL	Sub-06/10/17	13.5(b)	Ordinary hours of work and rostering – Display of roster and notice of change of roster Submits ‘or provide it by electronic means’ be inserted after ‘employees’.	Para 14	Agreed. See Transcript-08/11/17 PN350. PLED updated.
	ABI & NSWBC	Sub-12/10/17		Submits ‘or provide it by electronic means’ should be reinserted.	Para 8.1	
	UV	Reply-Sub-20/10/17		Agrees with both submissions above.	Para 28	
26	UV	Sub-06/10/17	13.5, 13.6	Ordinary hours of work and rostering Submits PLED substantially changes provisions of display of rosters which alters the legal effect. Submits current award has an entitlement to overtime where an employer has notified an employee of the roster and amended it without notice, but PLED does not contain such a provision. Submits current award wording ‘ <i>Such times, once notified, may not be changed without the payment of overtime, or by seven days’ notice given in accordance with this clause</i> ’ should be retained.	Paras 6 – 10	Outstanding. See Transcript-08/11/17 PNs351-356. Amendment proposed by drafter: Insert a new subclause 13.5(c). See ATTACHMENT A for proposed drafting.

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27	ASIAL	Sub-06/10/17	13.5(c)	Submits current award cl 21.12 should be retained.	Para 15	Outstanding. See Transcript-08/11/17 PNs351-356. Amendment proposed by drafter: Insert a new subclause 13.5(c). See ATTACHMENT A for proposed drafting.
	ABI & NSWBC	Sub-12/10/17		Submits reference to payment of overtime in circumstances where less than 7 days' notice has been provided has been omitted. Submits reference provides clarity.	Para 8.2	
	UV	Reply-Sub-20/10/17		Agrees key parts of current award cl 21.12 should be retained. Refers to submissions in relation to item 26.	Para 29	
28	UV	Sub-06/10/17	13.6	Notice of rosters – Relieving Officer <i>Response to question raised by Fair Work Commission</i> Submits length of time for advance notice should be a minimum of 14 days.	Paras 11 – 13	Agreed. See Transcript-08/11/17 PNs356-358. PLED content not updated. Green text box deleted.
	ASIAL	Sub-06/10/17		Submits allowance is to compensate nominated employees for not having a roster and being available at short notice. Submits industry custom is the notice period can be as little as 2 hours and the 24 hours' notice 'where possible' per the award is often not possible.	Para 16	
	ABI &	Sub-12/10/17		Submits defining 'advance notice' to	Para 9	

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	NSWBC			mean a particular period would be a substantive change. Notes if the Commission is minded to insert a definition, it would seek to be heard.		
	ASIAL	Reply-Sub-20/10/17		Submits UV's submission would change the effect of current award cl 21.12 and PLED cl 13.5. Submits PLED cl 13.5 should be maintained.	Para 2	
29	UV	Sub-06/10/17	14	Breaks Submits 'Example 1' may cause confusion. Example does not clearly articulate George should be paid for the full 7.6 hours even though he does not work it. Submits example is unclear and should be amended.	Paras 14 – 17	Outstanding. See Transcript-08/11/17 PNs358-367. Amendment proposed by drafter: Amend 'calculating pay for a break of 8 or more hours' section of example 1.
	ASIAL	Reply-Sub-20/10/17		Submits there is no confusion in PLED.	Para 3	See ATTACHMENT A for proposed drafting.
30	ABI & NSWBC	Sub-12/10/17	14	Submits a provision similar to current award cl 14.4 is not included in PLED. Submits an employee who is unable to be provided with an unpaid meal break due to operational requirements will be able to be provided with a paid meal break. Submits clause be removed.	Para 10	Outstanding. Full Bench to determine with regard to submissions put. See Transcript-08/11/17 PNs370-377.

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	UV	Reply-Sub-20/10/17		Disagrees with ABI's submission. Submits cl 14.4 retains the meaning within current award cl 21.6(a).	Para 30	
31	ASIAL	Sub-06/10/17	14.3	Submits the word 'operationally' per current award cl 21.6(a) should be reinserted.	Para 17	Agreed. See Transcript-08/11/17 PNs378-379.
	UV	Reply-Sub-20/10/17		Agrees with ASIAL's submission.	Para 31	PLED updated.
32	ASIAL	Sub-06/10/17	14.5	Breaks between work periods Submits current award cl 21.3 ' <i>Breaks between successive shifts</i> ' is more appropriate. 14.5 should read: ' <i>Each ordinary time shift must be separated from any subsequent ordinary time shift by a minimum break of not less than eight hours</i> '.	Para 18	Outstanding. Full Bench to determine with regard to submissions put. See Transcript-08/11/17 PNs380-385.
	UV	Reply-Sub-20/10/17		Prefers PLED wording.	Para 32	
33	UV	Sub-06/10/17	15	Minimum rates Submits current award cl 14.1 contains recognition that minimum weekly wages are exclusive of penalties and allowances and PLED removes this. Submits PLED should be amended. Provides draft	Paras 18 – 21	Outstanding. Full Bench to determine with regard to submissions put. See Transcript-08/11/17 PNs385-390.

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				wording.		A similar issue arose in relation to the Clerks award. Clause provisionally updated to reflect how this was resolved in clerks. Interested parties should review. [2018] FWC 411 at [72].
	ASIAL	Reply-Sub-20/10/17		Submits this is adequately explained in NOTE 2: Schedule B.	Para 4	
34	ASIAL	Sub-06/10/17	15.1	Submits Heading in Table 4 — Minimum rates should have the heading ‘Minimum weekly rates — Full-time Employees.’	Para 19	Withdrawn. See Transcript-08/11/17 PNs391-394.
	UV	Reply-Sub-20/10/17		Prefers the form of the table in PLED.	Para 33	
35	ASIAL	Sub-06/10/17	17.2	Payment of wages Submits ‘or Thursday’ should be added after ‘Wednesday’.	Para 20	Outstanding. See Transcript-08/11/17 PNs391-394. Amendment proposed by drafter: See ATTACHMENT A for proposed amendment.
	ABI & NSWBC	Sub-12/10/17		Submits clause should be amended to reflect requirement in current award cl 19 that payment of wages will occur no later than Thursday. Provides draft wording.	Para 11	
	UV	Reply-Sub-20/10/17		Submits PLED is not necessarily clearer than current award cl 19. Supports retaining current award clause.	Para 34	
36	ASIAL	Sub-06/10/17	17.3	Submits ‘without cost to the employee’ should be deleted. Submits current award cl 19 does not contain this phrase. Submits	Para 21	Agreed. See Transcript-08/11/17 PN402.

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				an employer should not have to pay a charge if a bank decides to charge a customer for a service.		PLED updated.
	UV	Reply-Sub-20/10/17		Disagrees with ASIAL's submission. Submits PLED accurately reflects employees should not have to pay any additional costs to receive wages.	Para 35	Objection withdrawn. See Transcript-08/11/17 PN401.
37	UV	Sub-06/10/17	19.1	Allowances Submits PLED alters language regarding payment of allowances and current award cl 15.1 is clearer and more direct. Submits current award cl should be retained.	Paras 29 – 32	Outstanding. Full Bench to determine with regard to submissions put. See Transcript-08/11/17 PNs403-408.
38	ABI & NSWBC	Sub-12/10/17	19.4	Allowances – Broken shift allowance Submits PLED does not make it clear the allowance is not payable in respect of both periods of the broken shift. Submits 'total' be inserted before 'broken shift allowance'.	Para 12	Provisionally resolved. See Transcript-08/11/17 PNs409-411. Amendment proposed by drafter: I suggest substituting "rostered" for "broken" to make it clear that only one broken shift allowance is payable.
	UV	Reply-Sub-20/10/17		Disagrees with ABI's submission. Submits PLED is clear.	Para 37	PLED provisionally updated.

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39	ASIAL	Sub-06/10/17	19.5	Allowances – Supervision allowance Submits allowance should be expressed as a per shift allowance as well as per week.	Para 22	Outstanding. See Transcript-08/11/17 PNs412-418. Drafter comment: It was my understanding that it was a weekly allowance.
	UV	Reply-Sub-20/10/17		Disagrees with ASIAL’s submission. Submits it is a substantive change.	Para 36	
	UV	Sub-17/11/17		Reserves its position on this item.	Para 11	
	ASIAL	Sub-20/11/17		Submits the allowance should be expressed as a per shift allowance as well as per week. Submits the supervision or leading hand allowance was expressed as both weekly and per shift in a number of pre-reform awards and NAPSAs prior to 2010. Submits the FWO has published tables showing the allowance as per shift. Provides examples as attachments to submission.	Page 2	
40	UV	Sub-06/10/17	19.6	Allowances – Relieving Officer Allowance Submits PLED has amended the manner in which a relieving officer may be appointed. Submits current award cl 15.8 requires employee’s agreement if employer wishes to appoint them as the relieving officer. Submits PLED has	Paras 22 – 26	Provisionally resolved. See Transcript-08/11/17 PNs419-427. Amendment proposed by drafter: I suggest substituting in the definition of “relieving officer” in clause 2 the expression “, by

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				removed the agreement requirement and is a substantive change. Submits current award clause should be retained.		agreement with the employer, is appointed by the employer” for “is appointed”. PLED provisionally updated.
41	UV	Sub-06/10/17	19.6	Allowances – Relieving Officer Allowance <i>Response to question from Fair Work Commission</i> Submits an employee appointed to the position is paid the allowance from the time of appointment until the time they transfer to a stationary position. Submits the allowance is paid on a weekly basis regardless of how many shifts are worked that week.	Paras 27 – 28	Outstanding. See Transcript-08/11/17 PNs428-439. Drafter comment: Draft is consistent with this.
	ASIAL	Sub-06/10/17		Submits this appointment is made with short notice to cover sick leave and unplanned longer term leave.	Para 23	Drafter comment: Definition in clause 2 is consistent with this.
	ABI & NSWBC	Sub-12/10/17		Submits clauses 19.5 and 19.6 refer to weekly allowances. Submits the current practice is for these allowances to be divided into a daily figure for employees who do not work a full week as a supervisor or relieving officer.	Para 13	Drafter comment: Is the practice consistent with the current award?

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	ASIAL	Reply-Sub-20/10/17		Submits depending on size and operational requirements, relieving officers may be appointed in different ways. Regardless, allowance is paid weekly. Notes current award cl 24.6(b) indicates it can be a continuous arrangement.	Para 5	Drafter comment: Draft is consistent with this.
	UV	Sub-17/11/17		Submits full-time and part-time employees should not be appointed to the position of relieving officer for less than a period of one week. Submits that where appointed for less than one week, current award clause 21.12 applies. Submits expressing the allowance as a daily allowance would enable employers to circumvent clause 21.12. Objects to the allowance being expressed as a daily one.	Paras 12 – 28	
42	UV	Sub-06/10/17	19.8	Allowances – Meal Allowance Submits PLED alters legal effect of the clause and changes the circumstances in which entitlement to the allowance arises. Submits under current award cl 15.3 the entitlement arises where employee is required to work ‘more than one hour’ without being notified before the previous day. Submits PLED provides the	Paras 33 – 37	Provisionally resolved. See Transcript-08/11/17 PNs440-442. Amendment proposed by drafter: delete ‘overtime of’ from cl 19.8(a)(i). PLED provisionally updated.

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				entitlement where employee is required to work 'overtime' of more than one hour without being notified before the previous day. Submits PLED should be amended. Provides draft wording.		
	ASIAL	Reply-Sub-20/10/17		Submits that if a finishing time is fixed for a permanent full-time or part-time employee any change at the discretion of the employer would invoke the overtime clause. Submits UV's assertion is a misinterpretation of the award.	Para 6	
43	ASIAL	Sub-06/10/17	21.3	Overtime – Overtime rates Submits clause is inconsistent with other clauses in award. Submits overtime occurs outside of or in excess of ordinary rostered hours.	Para 24	Outstanding. See Transcript-08/11/17 PNs442-451. Amendment proposed by drafter: See ATTACHMENT A.
	UV	Reply-Sub-20/10/17		Disagrees with ASIAL's submission. Submits there is no inconsistency.	Para 38	
44	ASIAL	Sub-06/10/17	21.3(a)	Submits 'minimum hourly' should be deleted and current award cl 23.3 wording reinstated.	Para 27	Outstanding. See Transcript-08/11/17 PNs451-453.
	UV	Reply-Sub-20/10/17		Prefers wording in PLED.	Para 40	Amendment proposed by drafter: See ATTACHMENT A.

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45	ASIAL	Sub-06/10/17	21.3(b)	Submits current award cl 23.4 should be retained.	Para 25	Outstanding. See Transcript-08/11/17 PNs454-455. Amendment proposed by drafter: See ATTACHMENT A.
46	ASIAL	Sub-06/10/17	21.3(b)	Submits PLED is a departure from current award which is clear. Submits current award cl 23.4 should be retained otherwise it may be inconsistent with the object to ensure 'no employee can take home less pay'.	Para 29	Outstanding. See Transcript-08/11/17 PNs456-461. Amendment proposed by drafter: See ATTACHMENT A.
	ABI & NSWBC	Sub-12/10/17		Submits PLED departs from current award cl 23.4. Submits current award wording should be reinserted.	Para 14	
	UV	Reply-Sub-20/10/17		Disagrees with both submissions above. Submits PLED clarifies meaning of the clause.	Para 39	
47	ASIAL	Sub-06/10/17	21.3(e)	Submits clause should read 'Except as provided for in clause 21.3(b) overtime...any other day' or the clause should be deleted.	Para 26	Withdrawn. See Transcript-08/11/17 PN270.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
48	ASIAL	Sub-06/10/17	22.2	Penalty rates Submits new subclause '(d) the casual loading is not included when calculating the overtime rate' should be inserted.	Para 28	Outstanding. See Transcript-08/11/17 PNs462-475. Drafter comment:
	UV	Reply-Sub-20/10/17		Objects to ASIAL's submission. Submits this process is not appropriate for ASIAL to pursue this additional clause.	Paras 41, 42	Column 3 of Table 7 makes it clear that the rate is inclusive of casual loading.
49	ASIAL	Sub-06/10/17	22.3 [22.2]	Submits clause should be re-drafted. Provides draft wording.	Para 30	Outstanding. See Transcript-08/11/17 PNs462-475. Drafter comment:
	UV	Reply-Sub-20/10/17		Submits ASIAL's submission relates to cl 22.2. Submits cl. 22.1 PLED already addresses issue identified and proposed amendment is not necessary.	Para 43	Clause 22.1 makes it clear that penalty rates are not applicable if the overtime rate is applicable.
50	ASIAL	Sub-06/10/17	22.3	Typographical error. Submits '6.0' should be '6:00 am'.	Para 31	Resolved. See Transcript-08/11/17 PN476.
51	UV	Sub-06/10/17	23.2	Annual leave – Additional paid annual leave for certain shiftworkers Submits PLED alters the legal effect of the clause and significantly reduces the number of employees who would be defined as shift workers under the award.	Paras 38 – 41	Outstanding. See Transcript-08/11/17 PNs476-477. Amendment proposed by drafter:

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
				Submits PLED introduces a requirement for a business to operate 24 hours a day, 7 days a week for an employee to be defined as a shift worker that does not exist in the current award. Submits definition in current award cl 24.2(a) should be retained.		See ATTACHMENT A .
	ASIAL	Reply-Sub-20/10/17		Submits UV's concerns are dealt with at s.87(3)(i)–(ii) of the Act.	Para 7	
52	ASIAL	Sub-06/10/17	23.2(a)	Submits essential clauses have been omitted. Submits clause should be re-drafted. Provides draft wording.	Para 32	Outstanding. See Transcript-08/11/17 PNs478-479. Drafter's proposed amendment: See ATTACHMENT A .
53	UV	Sub-06/10/17	23.3	Annual leave – Payment for annual leave Submits PLED reduces employee entitlements. Submits current award cl 24.6 provides the employee will receive the greater of the two options for payment during annual leave, but PLED removes this and only provides for the 17.5% loading. Submits current award cl 24.6 and 24.10 should be retained.	Paras 42 – 49	Outstanding. See Transcript-08/11/17 PNs480-486. Drafter's proposed amendment: See ATTACHMENT A .

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
	ABI & NSWBC	Sub-12/10/17		Submits reference to payment for annual leave at rate employee would have received for working their normal hours per current award cl 24.6(a) appears to have been omitted.	Para 15	
54	UV	Sub-06/10/17	23.3	Submits 23.3(a) PLED provides a loading of 17.5% is payable on accrued annual leave entitlements on termination. Submits this is significantly less than current award cl 24.10 which would reduce the annual leave payment of employees on termination. Submits current award cl 24.10 be retained.	Paras 47 – 49	Outstanding. See Transcript-08/11/17 PNs486-505. Drafter's proposed amendment: See ATTACHMENT A.
55	UV	Sub-06/10/17	23.4	Annual leave – Temporary close-down Submits PLED removes entitlements. Submits current award cl 24.9(c) provides public holidays falling within close-down period will be paid but there is no equivalent in the PLED. Submits NES does not specifically provide any entitlements regarding public holidays that fall in a period of leave without pay. Submits current cl 24.9(c) be retained.	Paras 50 – 54	Outstanding. See Transcript-08/11/17 PNs505-506. Amendment proposed by drafter: See ATTACHMENT A.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
56	ASIAL	Sub-06/10/17 Sub-20/10/17	23.10	Submits new clause should be added – ‘23.10 Payment of accrued annual leave on termination’. Provides draft wording.	Para 33	Outstanding. Substantive decision to be made. See Transcript-08/11/17 PNs491-505.
57	ASIAL	Sub-06/10/17	Sched A	Classification Definitions Submits addition of the word(s) ‘and’ and ‘or’ are unnecessary and current award wording should be used.	Para 35	Agreed. See Transcript-08/11/17 PNs507-510. PLED updated.
	UV	Reply-Sub-20/10/17		Does not object to ASIAL’s submission.	Para 45	

List of abbreviations (in alphabetical order)

ABI & NSWBC	Australian Business Industrial & New South Wales Business Chamber
AIG	Australian Industry Group
ASIAL	Australian Security Industry Association Ltd
PLED	Plain Language Exposure Draft
UV	United Voice

ATTACHMENT A

Item 24: Clause 13.3(h)

Proposed amendment:

- (h) However, an employee may be rostered to work ordinary hours in broken shifts, that is, in up to 2 periods of duty, exclusive of rest breaks.
- (i) An employee who works broken shifts is entitled to be paid for at least 3 hours for each period of duty on a broken shift even if the employee works for a shorter time.

Items 26 and 27: Clause 13.5

Proposed amendment:

- (c) An employer may change the rostered time at which an employee starts or finishes work by:
 - (i) giving the employee 7 days' (or any shorter period agreed between the employer and the employee) notice of the change; or
 - (ii) in the absence of such notice, by paying the employee at the overtime rate mentioned in clause 21.3 for any time worked outside the previously notified starting and finishing time.

Item 29: Clause 14.5

Proposed amendment:

Calculating pay for a break of 8 or more hours

Alternatively, George may be directed by his employer to start work at 8.00 am on Wednesday (one hour later than his usual 7.00 am start) so he can receive an 8 hour break.

In this case even though George only works 6.6 hours on Wednesday, he must still be paid his minimum hourly rate for 7.6 hours: $\$20.54 \times 7.6 = \156.10 .

Item 35: Clause 17.2

Proposed amendment:

- 17.2** Wages must be paid by no later than the following days in a pay week:
- (a) Wednesday if Friday of that week is a public holiday; or
 - (b) Friday if any day of that week other than Friday is a public holiday; or
 - (c) Thursday in any other case.

Items 43, 44, 45 and 46: Clause 21.3

Proposed amendment:

21.3 Overtime rates

- (a) The overtime rate is the relevant percentage specified in column 2 of **Table 5—Overtime rates** (depending on when the overtime was worked, as specified in column 1) of the employee’s minimum hourly rate applicable under **Error! Reference source not found.**

Table 5—Overtime rates

Column 1 For overtime worked on	Column 2 Overtime rate (% of minimum hourly rate)
Monday to Saturday—first 2 hours	150%
Monday to Saturday—after 2 hours	200%
Sunday—all day	200%
Public holiday—all day	250%

NOTE: Error! Reference source not found. sets out the hourly overtime rate for all employee classifications according to when overtime is worked.

- (b) If a period of overtime starts on one day and continues into the next day, the overtime rate applicable to the portion worked on each day is the appropriate rate for that day.
- (c) Except as provided by paragraph (b), overtime worked on any day stands alone from overtime worked on any other day.

Items 51 and 52: clause 23.2

Proposed amendment:

23.2 Additional paid annual leave for certain shiftworkers

- (a) Clause 0 applies to an employee who:
 - (i) works a roster and who, over the roster cycle, may be rostered to work an ordinary shift on any day of the week; and
 - (ii) is regularly rostered to work on Sundays and public holidays.
- (b) The employee is a shiftworker for the purposes of the [NES](#) (entitlement to an additional week of paid annual leave).

Items 53 and 54: clause 23.3

Proposed amendment:

23.3 Payment for annual leave

- (a) Before the start of a period of annual leave, the employer must pay the employee for the employee's ordinary hours of work in that period the greater of:
 - (i) the amount the employee would have earned during that period for those ordinary hours had they not been on leave; and
 - (ii) the employee's minimum hourly rate specified in column 3 of Table 4- Minimum rates for those ordinary hours together with any applicable first aid allowance, supervision allowance or relieving officer allowance payable in accordance with clause **Error! Reference source not found.**-Allowances plus a loading of 17.5%.
- (b) An employee paid by electronic funds transfer may be paid in accordance with their usual pay period while on paid annual leave.
- (c) An employee who has a period of untaken paid annual leave when the employment of the employee ends is entitled to be paid:
 - (i) an amount calculated in accordance with paragraph (a)(i); and
 - (ii) a loading of 17.5% calculated in accordance with paragraph (a)(ii), unless the employee was dismissed for misconduct; and
 - (iii) the cash value of any board or lodging provided to the employee by the employer during the period to which the accrued annual leave relates as part of the employee's ordinary time pay and not because of any special circumstances, such as the employee having to sleep away from their usual residence in order to work at a particular place.
- (d) The cash value of board or lodging mentioned in paragraph (c)(iii) is its cash value as fixed by or under the employee's terms of employment or, if not so fixed, calculated at the rate of **\$2.63** per week for board and **\$1.33** per week for lodging.

NOTE: Section 90(2) of the [Act](#) provides for payment for annual leave when the employment of an employee ends.

Item 55: clause 23.4

Proposed amendment:

23.4 Temporary close-down

- (a) Clause 0 applies if an employer:
 - (i) intends to close down, or reduce staffing levels in, all or part of a workplace for a particular period (**temporary close down period**); and
 - (ii) wishes to require affected employees to take leave during that period.
- (b) The employer must give the affected employees at least 28 days' written notice of a temporary close down period.
- (c) The employer must give immediate written notice of a temporary close down period to any employee who is engaged after the notice is given under paragraph (b) and who will be affected by that period.
- (d) The following applies to any affected employee during a temporary close down period:
 - (i) if the employee has accrued an entitlement to sufficient paid annual leave to cover the whole of the temporary close down period, the employee must take that leave to cover the whole of the temporary close down period;
 - (ii) if the employee has accrued an entitlement to paid annual leave but the amount accrued is insufficient to cover the whole of the temporary close down period, the employee must take all the paid annual leave to which they have accrued an entitlement and also take leave without pay to cover the balance of the temporary close down period;
 - (iii) if the employee has not accrued an entitlement to any paid annual leave, the employee must take leave without pay to cover the whole of the temporary close down period.
- (e) An employee must not be on leave on any public holiday that falls during a temporary close down period.

NOTE: Public holiday entitlements are provided for in the [NES](#).

- (f) In determining the amount of paid annual leave to which an employee has accrued an entitlement, any period of paid annual leave taken in advance by the employee, in accordance with an agreement under clause **Error! Reference source not found.**, to which an entitlement has not been accrued is to be taken into account.