

## REVISED SUMMARY OF SUBMISSIONS

This table is a summary of submissions lodged for this award on or before 5.00pm on 17 May 2016. The notes refer to the conference held on 21 April 2016 ([Transcript](#)) and 29 April 2016 ([Transcript](#)), the [Report to the Full Bench of 22 April 2016](#), [Report to Full Bench of 2 May 2016](#) and [Draft Report to the Full Bench of 12 May 2016](#).

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
1.	ASU	<a href="#">Sub-14/04/16</a>	2.3	5	<b>Copies of NES and the Award</b> The words “ <i>whichever makes them more accessible</i> ” from current award should be retained. Should remain mandated.	Para 4	Already determined in <a href="#">[2014] FWCFB 9412</a> [PN29]. ASU may respond further in reply submissions. <a href="#">Report – 22 April 2016</a>
	ABI & NSW BC	<a href="#">ReplySub-06/05/16</a>			In response to ASU – wording of this provision was considered by Full Bench in <a href="#">[[2014] FWCFB 9412]</a> – wording in current exposure draft should remain.		
	AIG	<a href="#">ReplySub-08/05/16</a>			Opposes ASU proposed variation.	Para 32	
2.	AIG	<a href="#">Sub-14/04/16</a>	5.2		<b>Facilitative Provisions</b> Clause 21.2 does not require agreement with the <i>majority</i> of employees. Replace “majority of employees” with “employees”.	Paras 120–121	Table in clause 5.2 in next version of ED varied to show clause 21.2 can be varied by an individual <u>or</u> majority of employees - <a href="#">Draft Report to Full Bench 12 May 2016</a>
	BusSA	<a href="#">ReplySub-6/5/16</a>			Agrees with AIG submission.	Item 2.1	
	AIG	<a href="#">ReplySub-08/05/16</a>			Understands this matter to have been resolved at 2 May conference.	Para 33	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
3.	AIG	<a href="#">Sub-14/04/16</a>	6.3(c)	12	<b>Part-time employees</b> The ED does not provide for, or otherwise define 'minimum hourly rate'. Reference in current award clause to '1/38 <sup>th</sup> of the weekly rate prescribed at...' should be maintained.	Paras 122-123	ED amended to include definition of 'minimum hourly rate' and insert hourly rates column in table. <a href="#">Transcript</a> [PN132-145]
4.	AIG	<a href="#">Sub-14/04/16</a>	6.4(c)(i) and 6.4(c)(ii)		<b>Casual loading</b> Difficulties arise from the definition of 'ordinary hourly rate'.	Para 124	Outstanding issue which will need to be referred to a Full Bench - <a href="#">Draft Report to the Full Bench dated 12 May 2016</a>
	AIG	<a href="#">ReplySub-08/05/16</a>			Issue identified remains to be addressed.	Para 35	
5.	AIG	<a href="#">Sub-14/04/16</a>	6.4(c)(ii)	13.2	Replace 'ordinary hourly rate' with '1/38 <sup>th</sup> of the weekly wage prescribed by the award'. Under current award the loading is to be calculated on the minimum wage prescribed by the award, absent the inclusion of any all-purpose allowances.	Paras 125-127	Outstanding issue which will need to be referred to Full Bench - <a href="#">Draft Report to the Full Bench dated 12 May 2016</a>
	AIG	<a href="#">ReplySub-08/05/16</a>			Wishes to pursue matter. Maintains AIG is not pursuing a substantive change. Opposes what AIG content would be a substantial change if the ED is made in the manner proposed.	Para 36	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
6.	AIG	<a href="#">Sub-14/04/16</a>	6.4(c)	13.2	Replace “for the classification in which they are employed” with current award wording (“for the work which the employee performs”). Under current award clause, pay rate is contingent on the work performed. ED wording alters effect of clause by associating the rate a casual is to be paid with employment in a particular classification.	Paras 128 – 129	No change to ED. AIG to advise if it intends to press matter. <a href="#">Transcript</a> [PN165–179]
7.	AIG	<a href="#">Sub-14/04/16</a>	7.2(a)	27.2(a)	<b>Flexibility in relation to ordinary hours of work – day workers</b> Current award wording should be maintained. ED clause is potentially unclear, as it does not distinguish when arrangements can be applied to a workplace/ section thereof and when can only be applied to an individual employee.	Paras 131 – 132	ED amended to restore current wording in award clause 27.2(a). <a href="#">Transcript</a> [PN 179 – 180]
8.			7.2(a)(i)	27.2(a)	<i>Parties are asked to clarify the operation of clause 7.2(a)(i), i.e. whether the spread of hours can only be altered at one end, or altered simultaneously at each end by up to one or two hours in total.</i>		No party pressing for variation <a href="#">Transcript</a> [PN72–81]
	FWO	<a href="#">Corro-02/03/15</a>			Ambiguity about whether hours can be altered at one end to increase span by one hour, at both ends to move span or at both ends to increase span by two hours.	p.2	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	ABI & NSW BC	<a href="#">Sub-15/04/16</a>			Use of words "at either end" demonstrates that clause is intended to allow for span to be increased at both ends (i.e. for one hour prior to 7.00 am and one hour after 7.00 pm).	Para 4.1	
	BusSA	<a href="#">Sub-15/04/16</a>			'[A]t either end' is intended to be read at both ends	Para 2.2.1	
	AIG	<a href="#">Sub-14/04/16</a>			Provision allows the spread of hours to be altered by up to one hour at one or both ends of the spread simultaneously.	133–134	
9.	AIG	<a href="#">Sub-14/04/16</a>	7.2(c)		<b>Hours of work – flexibility in relation to ordinary hours of work – day workers</b> Replace reference to “clause 7.2(b)” with current award reference (“this paragraph”) or “clause 7.2”. Clause 7.2(b) is a machinery term, and no agreement can be reached under it.	135	Cross reference changed to clause 7.2 <a href="#">Transcript</a> [PN 181]
	BusSA	<a href="#">ReplySub-6/5/16</a>			Agrees with AIG proposal	Item 2.2	
10.			7.8	27.9	<i>Parties are asked whether a definition should be provided for ‘country employees’? Does the definition in clause 17.6 apply?</i>		‘Country employee’ is defined in clause 17.6(a). Reference to clause 17.6(a) inserted in clause 7.8 of ED. <a href="#">Transcript</a> [PN27 – 35]
	FWO	<a href="#">Corro-02/03/15</a>	7.8		Clause provides different hours of work for ‘country employees’. This term is not defined	p.1	
	ABI & NSW BC	<a href="#">Sub-15/04/16</a>	7.8, 11.3(b)(i)		To eliminate potential confusion and disputes, would be merit in defining	Para 4.2	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
			and 17.6		terms, e.g, definition for 'country employees' could be "employees who work in country areas" and 'country areas' could be defined as "those which are predominately rural, pastoral and/or agricultural." Perhaps define terms in Schedule H.		
	BusSA	<a href="#">Sub-15/04/16</a>	7.8		Country employee – definition 17.6 should apply to 7.8 not 11.3(b) – to be included in definition clause	Para 2.2.2	
	ABI & NSW BC	<a href="#">ReplySub-06/05/16</a>	7.8, 11.3(b)(i) and 17.6		Opposed to ASU proposal that “country” should be interpreted as “regional” ASU proposal unlikely to provide sufficient clarity to employers and employees. Confirms intention to pursue submission made 15/04/2016 - " ... a definition for 'country employees' could be [defined as] "employees who work in country areas" and 'country areas' could be defined as "those which are predominately rural, pastoral and/or agricultural. Perhaps the most helpful place to define those terms is in Schedule H."	Para 4.2 and 4.3	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	AFEI	<a href="#">ReplySub-06/05/16</a>	7.8, 11.3(b)(i) and 17.6		Opposed to the definitions of “country territory” proposed by ASU and BusSA. These definitions may have the impact of substantially altering the application of the current award.	Para 6	
11.	AIG	<a href="#">Sub-14/04/16</a>	8.1		<b>Meal Breaks</b> ED wording “period between 30...60 minutes” deviates substantively from current award as a 30 minute or 60 minute break is not permitted. Should maintain current award wording (“...not less than 30...and not more than 60 minutes”)	136-137	ED amended to current award wording “not less than 30 minutes and not more than 60 minutes” <a href="#">Transcript</a> [PN181–185]
	BusSA	<a href="#">ReplySub-6/5/16</a>			Agrees with AIG proposal	Item 2.3	
12.	AIG	<a href="#">Sub-14/04/16</a>	8.2(a)		<b>Flexibility in relation to breaks</b> Current award wording should be retained, see submissions in relation to clause 7.2(a).	Para 139	ED amended to current award wording in clause 29.2. <a href="#">Transcript</a> [PN185]
13.	AIG	<a href="#">Sub-14/04/16</a>	8.2(c)		Clause refers to ‘ordinary hourly rate’ – difficulties arise from proposed definition.	Para 139	Outstanding issue which will need to be referred to a Full Bench - <a href="#">Draft Report to the Full Bench dated 12 May 2016</a>
	AIG	<a href="#">ReplySub-08/05/16</a>			Notes matter will be dealt with by the Full Bench.	Para 37	
14.	ABI & NSW BC	<a href="#">Sub-15/04/16</a>	9		<b>Minimum wages</b> No hourly rate, should be defined 1/38 <sup>th</sup> weekly rate – inclusion of ‘minimum hourly rate’ column	Para 4.4	Minimum hourly rate column inserted in ED in response to various employer submissions, not supported by AIG. AIG concerns may

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	BusSA	<a href="#">ReplySub-6/5/16</a>			Agrees with ABI&NSWBC proposal	Item 2.4	be able to be addressed through an appropriate note - <a href="#">Draft Report to the Full Bench dated 12 May 2016</a>
	AIG	<a href="#">ReplySub-08/05/16</a>			Not appropriate for award to require payment of minimum hourly rate in the context of the Commercial Travellers Streat (clause 9.2(a)). Ed as amended appears to give rise to an additional obligation to pay employees a minimum hourly rate – represents a substantial change. Minimum hourly rate columns should be deleted from 9.2(a)(i) and 9.2(a)(ii).	Para 38-42	
15.	AIG	<a href="#">Sub-14/04/16</a>	9.2(a)	20.2(a)	<b>Adult employees</b> References to clauses 9.8 and 9.6 should be inserted to avoid confusion.	Paras 140–141	References to clauses 9.8 and 9.6 respectively inserted in ED. <a href="#">Transcript</a> [PN186–188]
16.			9.2(b)		<b>Junior employees</b> <i>Parties are asked to clarify whether junior rates apply to employees in the Commercial Travellers Stream</i>		Junior rates do not apply to Commercial Travellers stream. <a href="#">Transcript</a> [PN83–92].
	BusSA	<a href="#">Sub-15/04/16</a>	9.2(b)		Junior workers are not employed in commercial travellers scheme given nature of the work.	Para 2.2.3	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
17.	BusSA	<a href="#">Sub-15/04/16</a>	9.2(b)(i)		Typo Technical 'steam' to be 'stream'	Para 2.1.1	ED amended to 'stream'. <a href="#">Transcript</a> [PN192 – 194].
18.	AIG	<a href="#">Sub-14/04/16</a>	9.2(b)(ii)		<b>Junior employees – clerical stream</b> The rate of pay of employees aged 20 years is superfluous and should be removed.	Para 142	AIG no longer pressing. <a href="#">Transcript</a> [PN189–191].
19.	ASU	<a href="#">Sub-14/04/16</a>	9.3		<del>Inclusion of note at end of clause, not in the current award</del>	Para 6	Determined in <a href="#">[2015] FWCFB 4658</a> at [57] WITHDRAWN in conference on 29 April 2016
20.	BusSA	<a href="#">Sub-02/03/15</a>	9.3(d)	25.4	<b>Termination of employment</b> Requirement to pay wages on day of termination or by post the next working day. Employers may not be able to comply with clause. Suggested alternative wording inserted into the <i>Vehicle Manufacturing, Repair, Service and Retail Award 2010</i> .	p.5	Referred to separate Full Bench (AM2016/8) <a href="#">Transcript</a> [PN65–69] Issue affects multiple awards – see AIG <a href="#">Correspondence</a> 25Nov14 and 26Apr16 and <a href="#">Report – 2 May 2016</a>
21.	AIG	<a href="#">Sub-14/04/16</a>	9.5(a)		<b>Higher duties</b> ED uses term “required”, whereas award uses term “directed.” Existing award wording should be retained.	Para 143 – 145	ED amended – “required” to be replaced with “directed” <a href="#">Transcript</a> [PN195 – 197]
	BusSA	<a href="#">ReplySub-6/5/16</a>			Agree with AIG proposal	Item 2.5	



ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
22.			9.7		<b>School-based apprentices</b> <i>Parties are asked to confirm whether this schedule is required as there are no provisions for apprentices under the award</i>		ED amended – Schedule and clause 9.7 deleted on basis that there is no provision for apprentices in award. See <a href="#">[2013] FWCFB 5411</a> .
	BusSA	<a href="#">Sub-15/04/16</a>			Schedule not relevant and can be removed	Para 2.2.4	<a href="#">Transcript</a> [PN94–96].
23.			9.8		<i>Schedule A provides a classification of Trainee Salesperson. Parties are asked to clarify what rate of pay applies to Trainee salespersons.</i>		ED amended to include reference to Schedule F in A.3.1 <a href="#">Transcript</a> [PN97–98]
24.	BusSA	<a href="#">Sub-15/04/16</a>	10.1		<b>Exemptions for employees in the technical stream</b> Typo – 11.2(c) to read 11.2(d)	Para 2.1.2	ED amended to 11.2(d). <a href="#">Transcript</a> [PN279]
25.			10.2		<i>Parties are asked to confirm that all clauses apart from those listed in clause 10.2 do not apply to these exempt Clerical employees</i>		Parties are to comment on proposed clause by 16 May 2016 <a href="#">Report – 2 May 2016</a> see <a href="#">Directions – 2 May 2016</a>
	BusSA	<a href="#">Sub-15/04/16</a>			Clerical employees do not receive provision with exception of those listed in 10.2	Para 2.2.5	If there is consensus, proposal will be included in the ED. To be discussed at 19 May 2016 conference - <a href="#">Draft Report to the Full Bench dated 12 May 2016</a>
	BusSA	<a href="#">Corr-28/04/16</a>			Submits that given this is the provision in the current award there is no ability to currently apply any clause other than those identified. Any change to this would be substantial – the impact of which would need to be put to BusSA members.	Item 1.2 page 1	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	ABI & NSWBC	<a href="#">Sub-16/05/16</a>			Support proposed clause in 2 May 2016 directions.	Page 1	
	AFEI	<a href="#">Sub-16/05/16</a>			Does not support proposal - expands scope of provisions. Involves a substantive change, increased obligations on employers.	Page 1	
	AIG	<a href="#">Sub-17/05/16</a>			Opposes proposed variation – may impose new obligations on employers or create new employee entitlements. AIG provides alternative proposal.	Para 3, 26	
	ASU	<a href="#">Sub-17/05/16</a>			Both clauses that apply and do not apply should be listed. ASU not aware of any situations where relevant clauses, other than those listed, apply to exempt Clerical employees	Page 1	
26.	AIG	<a href="#">Sub-14/04/16</a>	10.3(b)		<b>Exemptions for employees in the commercial travellers stream</b> Clause should be amended to identify the provisions, in lieu of general reference to part 3.	Paras 146 – 148	ED to be amended to reflect specific provisions exempted in the current award. <a href="#">Transcript</a> [PN 198]
	BusSA	<a href="#">ReplySub-6/5/16</a>			Agrees with AIG proposal.	Item 2.6	
27.	AIG	<a href="#">Sub-14/04/16</a>	11.2(a)		<b>All purpose allowances</b> Definition of ‘all purposes’ should be made consistent with earlier decision [see note] by inserting “annual” before “leave”.	Para 149	See <a href="#">[2015] FWCFB 4658</a> at [91]. ED amended to insert “annual” before “leave.” <a href="#">Transcript</a> [PN 198-201]

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
28.	AIG	<a href="#">Sub-14/04/16</a>	11.3(a)		<b>Motor vehicle allowance – employer provided vehicle</b> Heading to clause is misleading – ‘employer provided vehicle’ should be deleted.	Paras 150 – 151	ED amended to delete “employer provide vehicle” <a href="#">Transcript</a> [PN 202]
29.			11.3(b)(i)	22.1(b)(ii)(A)	<i>Parties are asked whether a definition should be provided for ‘country territory’ for the purposes of clause 11.3(b)(i)</i>	Para 2.2.6	Parties are to comment by 16 May 2016 on proposal raised by <a href="#">BusinessSA of 28 April 2016</a> - <a href="#">Report – 2 May 2016</a>  If there is consensus, proposal will be included in the ED. Matter to be discussed at 19 May 2016 conference - <a href="#">Draft Report to the Full Bench dated 12 May 2016</a>
	FWO	<a href="#">Corro-02/03/15</a>			Clause provides a higher vehicle allowance for employees in a ‘country territory’. This term is not defined.	p.1	
	BusSA	<a href="#">Sub-15/04/16</a>			Benefit in defining ‘country’ consulting with members		
	ASU	<a href="#">Corro-28/04/16</a>			Submits that “country” should be interpreted as “regional” i.e. the term “country” is that within a regional area, other than a metropolitan area or capital city	Page 1	
		<a href="#">Sub-17/05/16</a>			Opposes BusSA proposed definition and supports definition that ‘country territory is any area outside a forty kilometre radius of the State/Territory capital's general post office and outside a three kilometre radius of the main post office in a regional city or town’.	Page 1	
AIG	<a href="#">ReplySub-08/05/16</a>	Matter being further considered by the parties.					

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
30.	AIG	<a href="#">Sub-14/04/16</a>	11.3(b)(iii)		<b>Motor vehicle allowance – employee provided vehicle</b> Current award wording should be maintained – “from...residence” should be deleted.	Para 152	ED amended to delete “from their usual place of residence” <a href="#">Transcript</a> [PN 202]
31.	AIG	<a href="#">Sub-14/04/16</a>	11.3(d)(i)		<b>Area allowance</b> Northern Territory area allowance is no longer payable and should be deleted from clause.	Para 153 – 155	Agreed – Northern Territory area allowance deleted from ED, <a href="#">Transcript</a> [PN 202]
	BusSA	<a href="#">ReplySub-6/5/16</a>			Agrees with AIG proposal	Item 2.7	
32.	BusSA	<a href="#">Sub-15/04/16</a>	11.3(d)(ii)		The wording “and such will be in full satisfaction of the employer’s obligation under this clause.” has been deleted. BusSA considers this wording necessary for the operation of the Clause and submits that it be reinserted.		No change to ED. <a href="#">Transcript</a> [PN 280]
33.	AIG	<a href="#">Sub-14/04/16</a>	11.4(c)(ii) (C)	22.2(c)(ii) (C)	<b>Expenses and accommodation reimbursement</b> Clause is missing “in pursuance of the performance of the employee’s duties” as provided in current award clause.		No change to ED, parties can make further submissions if required - <a href="#">Transcript</a> [PN 214]
	BusSA	<a href="#">ReplySub-6/5/16</a>				Agrees with AIG proposal	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
34.			11.4(c)(iii)		<i>Parties to consider whether “and for the purposes of all relevant State workers compensation legislation” should be maintained in the award.</i>		Reference to State workers compensation to be deleted from next version of ED – matter resolved - <a href="#">Draft Report to the Full Bench dated 12 May 2016</a>
	BusSA	<a href="#">Sub-15/04/16</a>			Wording “and for the purposes of all relevant State workers’ compensation legislation” should be removed from Award. Submits MA not appropriate place for workers’ comp, possibility of contradicting legislation.	Para 2.2.7	
	ABI & NSW BC	<a href="#">Sub-15/04/16</a>			MA should not extend into realm of workers compensation legislation. Questionable whether clause permissible under s.139, purports to potentially override State workers compensation legislation	Para 4.5	
	AIG	<a href="#">Corro-28/04/16</a>			Submits that it does not appear to be a clause that is capable of being included in a modern award. That is, there is no apparent power under the Act to include a term about such a matter.	Page 1	
	BusSA	Corro-28/04/16			Reiterates position that references to State workers compensation legislation should not be maintained in the award.	Item 1.3	
35.	BusSA	<a href="#">Sub-15/04/16</a>	12.7		<b>Casual employees</b> Typo 24.1(a) to read 12.1(a)		Agreed – ED cross reference amended <a href="#">Transcript</a> [PN 216]
	AIG	<a href="#">Sub-14/04/16</a>	12.7		Replace cross reference to “clause 24.1(a)” with “clause 12.1(a)” .	Para 157	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
36.	AIG	<a href="#">Sub-14/04/16</a>	14		<b>Penalty rates – dayworkers</b> Amend heading by replacing “penalty rates” with “allowances”, consistent with terms of clauses 14.1–14.3 of ED and 27.3– 27.5 of current award.	Para 158	If AIG wish to pursue this matter will need to advise in their reply submissions <a href="#">Report – 2 May 2016</a>
37.			14.1		<i>A number of ‘penalties’ in the Award...are based on pre-reform penalties which were expressed as dollar amounts, rather than as a percentage of an employee’s ordinary hourly rate ...Parties asked to consider if more appropriate to amend penalties so they are expressed as percentage of employee’s ordinary hourly rate.</i>		ED should <u>not</u> be amended to express ‘penalties’ as a percentage of the hourly rate. <a href="#">Transcript</a> [PN118-122]
	BusSA	<a href="#">Sub-15/04/16</a>			The additional allowance should not be varied – a change to a percentage could be a substantive change.	Para 2.2.8	
	AIG	<a href="#">Sub-14/04/16</a>			Method of calculating the relevant rates should not be altered.		
38.			14.1		<i>Parties are asked to clarify the interaction between clauses 13.1 and 15.1(a). Both appear to provide for work ‘outside the spread of hours.’</i>		No amendment to ED <a href="#">Transcript</a> [PN 70]
	BusSA	<a href="#">Sub-15/04/16</a>			Answered on the basis that question posed seeks an explanation of interaction between 14.1 and 15.1(a). Clause 15.1 relates to shift workers. Clause 1.41 relates only when day workers are required to work a	Para 2.2.8	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					percentage of their ordinary hours outside of the ordinary spread, but are not shift workers.		
39.	ABI & NSW BC	<a href="#">Sub-15/04/16</a>	14.2, 14.3, 15.2 and 15.3(b)		Penalties are proposed to be expressed as dollar amounts instead of percentages. Change has resulted in deviations of one cent in the employee's favour. These deviations do not appear in other clauses sharing the regime change, being 11.2(b), 11.2(c), 11.2(d), 11.2(e)(i), 14.1, 15.2(c)(ii), 15.2(c)(iii) and 16.5. Propose all dollar amounts are calculated in the same way, (that is, to the same decimal place).	Para 4.6	No change to ED. If wish to press ABI & NSWBC will need to indicate in reply submissions. <a href="#">Transcript</a> [PN 268]
40.			15		<i>Parties are asked whether the award should include a definition for a shift workers to clarify circumstances when shift allowances apply</i>		No need for definition – no amendment required <a href="#">Transcript</a> [PN 70-71]
	FWO	<a href="#">Corro-02/03/15</a>			FWO has had enquiries about circumstances in which an employee should be considered a shiftworker under current award cl. 27.1 & 28.1.	p.1	
	BusSA	<a href="#">Sub-15/04/16</a>			Already clear where shift work provisions are applicable, but agreeable to insertion of definition if significant number of parties favour it.	Para 2.2.9	
	AFEI	<a href="#">Sub-15/04/16</a>			Definition of 'shiftworker' not required.	Para 39	
	ABI & NSW BC	<a href="#">Sub-15/04/16</a>			Merit in including "shiftworker" definition in Sched H of ED to clarify when shiftwork allowances payable.	Para 4.7	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	AIG	<a href="#">ReplySub-08/05/16</a>			Understands ABI&NSW BC suggestion is not being pressed.	Para 46	
41.	AIG	<a href="#">Sub-14/04/16</a>	15		<b>Special provisions for shift workers</b> Clause 15 should be relocated immediately after clause 7 (Ordinary hours of work and rostering), as certain provisions of clause 7 relate to both dayworkers and shiftworkers.	Paras 161 – 162	No change to ED at this stage <a href="#">Transcript</a> [PN 223]
	BusSA	<a href="#">ReplySub-6/5/16</a>			Agrees with AIG proposal	Item 2.9	
42.	AIG	<a href="#">Sub-14/04/16</a>	15.2(b)(i)	28.2(b)(i)	<b>Flexibility in relation to standard shiftwork</b> Terms of current award clause should be retained –see submissions in relation to clause 7.2(a).	Para 163	ED amended to retain the current wording <a href="#">Transcript</a> [223]
43.	ABI & NSW BC	<a href="#">Sub-15/04/16</a>	15.2(d)		Midnight is beginning of day, not end. Propose alternative wording be used, for example, describing a Saturday shift as being “between 12:00am Saturday morning to 11:59pm Saturday night inclusive”.	Para 4.8	No change to ED at this stage. <a href="#">Transcript</a> [PN 269 – 270]
44.	AIG	<a href="#">Sub-14/04/16</a>	15.2(d)		<b>Rate for Saturday and Sunday shifts</b> Clause refers to ‘ordinary hourly rates – difficulties arise from its proposed definition.	Para 164	General issue – to be dealt with at later stage <a href="#">Transcript</a> [PN 224].



ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
45.	ABI & NSW BC	<a href="#">Sub-15/04/16</a>	15.4		<b>Daylight savings – shift work payment</b> When starts or stops. When daylight saving begins, one shiftworker might be paid for an hour unearned and when daylight saving ends a different shiftworker might be paid an hour less than what was worked. Unfair system for employees and could lead to disputes with employers. Provides proposed working at para 4.10.	Para 4.9-4.10	ABI did not advise that they wish to pursue this matter in their reply submissions - <a href="#">Draft Report to the Full Bench dated 12 May 2016</a>
	BusSA	<a href="#">ReplySub-6/5/16</a>			Agrees with ABI&NSWBC	Item 2.10	
	AIG	<a href="#">Corro-28/04/16</a>			Submits ABI&NSWBC proposal represents a substantive change and is not in the interest of employers. Submits the proposal should not be adopted.	Page 1	
	AIG	<a href="#">ReplySub-08/05/16</a>			Reiterates strong opposition to the substantive amendment proposed by ABI&NSW BC	Para 47	
46.	ABI & NSW BC	<a href="#">Sub-15/04/16</a>	16.1		<b>Payment for overtime</b> “An employee who works in excess of or outside the employee’s ordinary hours” should be changed to “An employee <i>required to work</i> in excess of ... “ to avoid instances where payment is alleged to be owed by an employee for unauthorised overtime.	Para 4.11	ABI & NSWBC have confirmed they wish to pursue addition. Outstanding issue which will need to be referred to a Full Bench - <a href="#">Draft Report to the Full Bench dated 12 May 2016</a>

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	BusSA	<a href="#">ReplySub-6/5/16</a>			Agrees with ABINSWBC	Item 2.11	
	ABI&NS W BC	<a href="#">ReplySub-06/05/16</a>			Confirms they wish to pursue submission concerning 16.1 and the proposed addition of the words “required to” in the context of performing overtime work and payment for same.	Para 4.4	
47.	AIG	<a href="#">Sub-14/04/16</a>	16.1(a)		<b>Overtime rates</b> Clause refers to ‘ordinary hourly rates – difficulties arise from its proposed definition.	Para 165	General issue – to be dealt with at later stage <a href="#">Transcript</a> [PN224]
48.	AIG	<a href="#">Sub-14/04/16</a>	16.3(b)		<b>Sunday</b> Clause refers to ‘ordinary hourly rates – difficulties arise from its proposed definition.	Para 166	General issue – to be dealt with at later stage <a href="#">Transcript</a> [PN224]
49.	AIG	<a href="#">Sub-14/04/16</a>	16.3(c)(ii)	30.39(c)	<b>Minimum payment</b> Amend cross reference to clause 16.1, consistent with current award.		Agreed – ED amended <a href="#">Transcript</a> [PN224]
50.	ASU	<a href="#">Sub-14/04/16</a>	16.3(d)(iv)		<b>Paid rest break during overtime</b> Clause not included in current award. The word “may” could cause ambiguity and uncertainty as to employees’ entitlement to meal allowance. Replace with “is”.	Para 8	No change made to ED. <a href="#">Transcript</a> [PN 291 – 298]
	BusSA	<a href="#">ReplySub-6/5/16</a>			Disagrees with ASU proposal. Submits the word “may” is appropriate. Any potential ambiguity regarding an employee’s meal allowance entitlement	Item 2.12 and 2.16	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					is clarified by cl 11.3(c)(ii)		
	ABI&NS W BC	<a href="#">ReplySub-06/05/16</a>			Oppose ASU submission, cl 11.3(c) alternately speaks of when entitlement is conferred in subsection (i) and when it is not conferred in (ii). Adopting ASU submission would cause more confusion than wording as currently drafted.	Para 4.5	
	AIG	<a href="#">ReplySub-08/05/16</a>			Opposes ASU proposal but understands that it is not being pressed.	Para 48	
51.	AIG	<a href="#">Sub-14/04/16</a>	16.6	30.6(a)	<b>Rest period after working overtime</b> ED's use of term "where possible" is a substantive change. Should be replaced with "reasonably practicable" per current award.		Agreed – ED amended <a href="#">Transcript</a> [PN226]
	BusSA	<a href="#">ReplySub-6/5/16</a>			Agree with AIG	Item 2.13	
52.	AIG	<a href="#">Sub-14/04/16</a>	16.6(b)(i)	30.6(b)	<b>Where the employee does not get a 10 hour rest</b> The "start of the employee's work on the next day" in ED, compared with "commencement of the ordinary work..." in the current award, changes the entitlement under the clause. The term 'ordinary' should be retained.	Para 169	The words "of the ordinary hourly rate" will be deleted in clause 17.2(b)(i) and (ii) in next ED. Matter resolved - <a href="#">Draft Report to the Full Bench dated 12 May 2016</a>

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
53.	AIG	<a href="#">Sub-14/04/16</a>	16.6(b)(ii)		Clause refers to ‘ordinary hourly rates – difficulties arise from its proposed definition.	Para 170	General issue – to be dealt with at later stage <a href="#">Transcript</a> [PN234]
	BusSA	<a href="#">ReplySub-6/5/16</a>			Agree with AIG	Item 2.13	
54.	AIG	<a href="#">Sub-14/04/16</a>	17.2(b)		<b>Annual leave loading</b> Amend 17.2(b)(i) and (ii) by deleting the words “of the ordinary hourly rate”. Current ED clause is inconsistent with clause 17.2(a) and deviates substantively from current award.	Paras 171 – 173	Item 52 ( <i>sic</i> ): Clause 17.2(b) re annual leave loading. The words “of the ordinary hourly rate” will be deleted in Clause 17.2(b)(i) and (ii) in the next ED. Matter resolved. <a href="#">Report – 2 May 2016</a>
	AIG	<a href="#">ReplySub-08/05/16</a>			Position reached at last conference is that the references to “ordinary hourly rate” were to be deleted.	Para 49	
55.			17.6	31.6(b)	<i>Parties are asked whether a definition should be provided for ‘country areas’ for the purposes of clause 17.6</i>		No change to ED. Country area defined in 17.6(a). <a href="#">Transcript</a> [PN43]
	FWO	<a href="#">Corro-02/03/15</a>			<b>Undefined phrase ‘country areas’</b> Clause provides additional annual leave for employees operating in country areas. This term is not defined.	p.1	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	ABI & NSW BC	<a href="#">Sub-15/04/16</a>			If definition came from 17.6(a): "Employees who are required by their employer to remain away from their usual place of residence on more than two nights in any week" this does not connote any connection to the country, that is, rural areas.	Para 4.3	
	BusSA	<a href="#">Sub-15/04/16</a>			A definition would provide clarity. Consulting members and will report back to FWC.	Para 2.2.10	
	BusSA	<a href="#">Corro-28/04/16</a>			Submits "country territory" could be defined with reference to the pre-reform <i>Country Printing and Publishing Award 2002</i> . Submits following definition: "Country territory is any area outside a forty kilometre radius of the State/Territory capital's general post office and outside a three kilometre radius of the main post office in a regional city or town."	Item 1.1	
56.	AIG	<a href="#">Sub-14/04/16</a>	21.3		<b>Public holidays</b> Clause refers to 'ordinary hourly rates – difficulties arise from its proposed definition.	Para 174	General point – to be dealt with at later stage <a href="#">Transcript</a> [PN250]

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
57.	AIG	<a href="#">Sub-14/04/16</a>	Sch B		<b>Summary of hourly rates of pay</b> The reference to “% of ordinary hourly rate” is confusing and misleading as it suggests the rates have been calculated based on the ordinary hourly rate. All references should be amended	Paras 175 – 176	Schedule will be amended to clarify meaning of ordinary hourly rate. Changes will be reflected in the next version of the ED - <a href="#">Draft Report to the Full Bench dated 12 May 2016</a>
	BusSA	<a href="#">ReplySub-6/5/16</a>			Agree with AIG	Item 2.14	
	AIG	<a href="#">ReplySub-08/05/16</a>			Proposes to review the schedule once amended (see para 6 of <a href="#">Report – 2 May 2016</a> ).	Para 50	
58.	AIG	<a href="#">Sub-14/04/16</a>	Sch. B.1		<b>Ordinary hourly rate</b> Definition of ‘ordinary hourly rate’ dealt with below. Cross reference to clause 11.2(a) appears to be a drafting error – should refer to clause 9.2.	Para 177	ED amended. AMOD notes: no discussion on transcript, however, cross reference appears to be a drafting error.
59.	AIG	<a href="#">Sub-14/04/16</a>	Sch. B.1.2		<b>Ordinary hourly rate</b> The reference to clause 9.2 is confusing as clause 9.2 does not contain minimum hourly rates.	Para 178	Agreed –ED amended to refer to minimum rates <a href="#">Transcript</a> [PN254]

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
60.	AIG	<a href="#">Sub-14/04/16</a>	B.3.2	28.2(e); 30.1(a); 30.3(b)	<b>Full-time and part-time shiftworkers —overtime rates</b> Table makes an incorrect assumption that all overtime on a Sunday for a shiftworker is paid at double-time. Table headers should be amended so “Monday to Saturday” reads “Monday to Sunday” and “Sunday” reference should include a footnote identifying where overtime is immediately paid at 200% (that is, when worked on a day off),.	Para 179 – 183	AIG and AFEI wish to pursue matter – this may be addressed at conference 19 May 2016 - <a href="#">Draft Report to the Full Bench dated 12 May 2016</a>
	BusSA	<a href="#">ReplySub-6/5/16</a>			Agree with AIG	Item 2.15	
	AIG	<a href="#">ReplySub-08/05/16</a>			Wish to have this matter determined by the Full Bench. Remain concerned that the approach adopted in the ED will result in an increase in employee entitlements. Alteration of penalty rates would represent a significant amendment to the award.	Para 51-57	
	AFEI	<a href="#">ReplySub-06/05/16</a>			Agrees with AIG that B.3.2 incorrectly characterises overtime payment as at 200%.	Para 7	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
61.	AIG	<a href="#">Sub-14/04/16</a>	Schedule H		<b>Definitions</b> Definition of ‘all purposes’ is not consistent with terms of definition in Commission decision- see note. Should be rectified by inserting “annual” before “leave.”	Para 184	See <a href="#">[2015] FWCFB 4658</a> at [91]
62.	AIG	<a href="#">Sub-14/04/16</a>	Schedule H		Definition of ‘ordinary hourly rate’ confusing as clause 9 does not contain hourly rates.	Para 185	Resolved by including hourly rate column in clause 9. <a href="#">Transcript</a> [PN267].
	AIG	<a href="#">ReplySub-08/05/16</a>			Matter not resolved if hourly rates column not inserted. This matter could be considered at a further conference.	Para 58	Insertion of minimum hourly rate column in response to various employer submissions, not support by AIG. AIG concerns may be able to be addressed through an appropriate note - <a href="#">Draft Report to the Full Bench dated 12 May 2016</a>

**List of abbreviations (in alphabetical order)**

ABI& NSWBC	Australian Business Industrial and the NSW Business Chamber
AFEI	Australian Federation of Employers and Industry
AIG	Australian Industry Group
ASU	Australian Services Union
BusSA	Business SA
FWO	Fair Work Ombudsman
ED	Exposure draft