

## REVISED SUMMARY OF SUBMISSIONS

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

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
1	BSA	<a href="#">Sub-13/10/17</a>	6.8	<b>Individual flexibility arrangements</b> Submits cross-reference is incorrect and should be amended to 6.7(b).	Para 1	Agreed. See <a href="#">Transcript-081117</a> PN12-13. PLED updated.
	AIG	<a href="#">Reply-Sub-20/10/17</a>		Agrees with Business SA.	Para 4	
2	UV	<a href="#">Sub-06/10/17</a>	8.2	<b>Types of employment</b> Submits PLED has altered the language of clause which alters legal effect of the provision. Submits PLED removes obligation on employer to inform employee of usual location of work and classification and to record this in the employee's time and wages record.	Paras 2 – 7	Agreed. See <a href="#">Transcript-081117</a> PN14-45. PLED updated.
	AIG	<a href="#">Reply-Sub-20/10/17</a>		Does not see a need to alter PLED. Submits cl 8 requires the employer to advise an employee of the terms of their engagement.	Para 5	
3	ABI & NSWBC	<a href="#">Sub-12/10/17</a>	9	<b>Full-time employment</b> Submits PLED clause is repetitive and unclear. Provides alternative draft wording	Para 16	Outstanding. See <a href="#">Transcript-081117</a> PN.46-65

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				in submission.		
	AIG	<a href="#">Sub-12/10/17</a>		<p>Submits the PLED requires a full-time employee to work under an ‘agreed’ hours of work arrangement and this is not a requirement of current award. Submits this is not appropriate.</p> <p>Submits wording does not take into account that casual employees could work 38 hours in some weeks even if they work irregularly overall and should not be deemed full-time employees.</p>	Paras 5 – 7	Further conference to be held, see <a href="#">Statement [2017] FWC 5874</a> .
	BSA	<a href="#">Sub-13/10/17</a>		<p>Submits PLED differs significantly to current award. Submits PLED requires an ‘agreed’ hours of work arrangement. Submits PLED does not recognise casual employees may work 38 hours in a week.</p>	Para 2	
	UV	<a href="#">Reply-Sub-20/10/17</a>		<p>Disagrees with above submissions. Supports PLED wording. Submits that under current award arrangement of ordinary hours is not a unilateral decision of an employer.</p>	Paras 2 – 9	
4	BSA	<a href="#">Sub-13/10/17</a>	10	<p><b>Part-time employment</b></p> <p><del>Submits PLED differs significantly from current award provisions and may lead to</del></p>	Para 3	Withdrawn – see <a href="#">Sub-17/11/17</a> .

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				<del>confusion as to how part-time employees are to be paid.</del>		
	AIG	<a href="#">Reply-Sub-20/10/17</a>		Agrees part-time clause is problematic and needs to be re-drafted.	Para 7	Outstanding. See <a href="#">Transcript-081117</a> PN.46-65
	UV	<a href="#">Reply-Sub-20/10/17</a>		Does not object to retaining current award cl 12.4(e).	Para 10	Further conference to be held, see <a href="#">Statement [2017] FWC 5874</a> .
	AIG	<a href="#">Sub-17/11/17</a>		Submits definition of part-time employee is problematic. Submits PLED deviates from current award cl 12.4(b) and is a substantive change. Submits that under current award, a part-time employee must satisfy the relevant criteria but an employee who satisfies that criteria is not necessarily a part-time employee. Submits this is relevant in the context of casual employees and PLED definition may result in some casual employees being deemed part-time employees and it is no longer clear they could be engaged on a casual basis. Submits cl 12.4(b) should be retained.	Paras 4 – 10	
	BSA	<a href="#">Sub-17/11/17</a> .		No longer press paragraph [3] of their submissions of <a href="#">13/10/17</a> .	Page 1	

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5	UV	<a href="#">Sub-06/10/17</a>	10.2	Submits PLED alters the manner in which a part-time employee may work ordinary hours. Submits PLED could lead to a belief that a part-time employee may be rostered to work 7.6 hours across 6 days without an entitlement to overtime.  Submits note should be amended. Provides draft wording in submission.	Paras 8 – 11	Outstanding.  See <a href="#">Transcript-081117</a> PN.46-65  Further conference to be held, see <a href="#">Statement [2017] FWC 5874</a> .
	AIG	<a href="#">Sub-17/11/17</a>		Does not oppose UV's proposed variation.	Para 27	
	AIG	<a href="#">Sub-17/11/17</a>		Submits that by re-characterising the 'allowance' under current award cl 12.4(b)(iii) as a 'loading' the PLED potentially has a substantive effect on the operation of the model flexibility clause. Submits it may no longer be clear that an individual flexibility agreement could be entered into in relation to the 'loading'. Submits 'loading' should be replaced with 'allowance'.	Paras 11, 12	
6	ABI & NSWBC	<a href="#">Sub-12/10/17</a>	10.4	Submits clause appears to be problematic. Submits clause can be interpreted to mean other provisions of the PLED would be applied to a part-time employee in the same way as a full-time employee because it does not specify otherwise and omits the	Paras 17.1, 17.2	Outstanding.  See <a href="#">Transcript-081117</a> PN.46-65  Further conference to be held, see <a href="#">Statement [2017] FWC 5874</a> .

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				'pro rata' reference.		<p><b>Drafter comment:</b></p> <p>Clause 10.4 could be omitted leaving the context in any particular provisions to indicate the categories of employees to which it applies.</p> <p>NOTE: issue resolved in Clerks' award by deleting clauses 10.4 and 10.5. 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. <a href="#">[2018] FWC 411</a> at [18].</p> <p>PLED provisionally updated on this basis.</p>
	AIG	<a href="#">Sub-17/11/17</a>		Agrees with ABI's submissions.	Para 28	
6A	AIG	<a href="#">Sub-17/11/17</a>	10.4	Submits current award does not contain a provision in the terms of cl 10.4 but that it appears to replace current award cl 12.4(e). Submits PLED contains very different proposition than current award cl 12.4(e). Submits current award cl 12.4(b)(iii) should be reinstated.	Paras 13 – 16	<p>Outstanding.</p> <p>See <a href="#">Transcript-081117</a> PN.46-65</p> <p>Further conference to be held, see <a href="#">Statement [2017] FWC 5874</a>.</p> <p>NOTE: issue resolved in Clerks' award by deleting clauses 10.4 and 10.5. The Commission suggested deleting the clauses as, based on normal principles of interpretation,</p>

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						the award should be read as applying to everybody covered by it unless it specifically provided otherwise. <a href="#">[2018] FWC 411</a> at [18]. PLED provisionally updated on this basis.
7	ABI & NSWBC	<a href="#">Sub-12/10/17</a>	10.5	Submits clause is problematic because it refers to payments made in accordance with the NES but it is unclear how the proportionality of those payments is to be determined.	Paras 17.3, 17.4	Outstanding. See <a href="#">Transcript-081117</a> PN.46-65 Further conference to be held, see <a href="#">Statement [2017] FWC 5874</a> .
	AIG	<a href="#">Sub-17/11/17</a>		Agrees with ABI's submissions.	Para 29	NOTE: issue resolved in Clerks' award by deleting clauses 10.4 and 10.5. 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. <a href="#">[2018] FWC 411</a> at [18]. PLED provisionally updated on this basis.
7A	AIG	<a href="#">Sub-17/11/17</a>	10.5	Submits current award does not contain a provision in the terms of cl 10.5. Submits that while it is not clear what is meant to be requirement to pay an employee the	Paras 17 – 22	Outstanding. See <a href="#">Transcript-081117</a> PN.46-65

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				entitlements 'on a proportionate basis' the provision inaccurately reflects the NES and current award. Submits PLED cl is potentially confusing and misleading and should be deleted.		Further conference to be held, see <a href="#">Statement [2017] FWC 5874</a> .
7B	AIG	<a href="#">Sub-17/11/17</a>	10.6	Submits the legal effect of PLED differs from cl 12.4(a). Submits PLED appears to mandate that an employer is to agree with the employee regarding the relevant matters, which would have the effect of allowing an employee to dictate their working days and times and an employer would be required to consent. Submits PLED should be amended. Provides draft wording in submission.	Paras 23 – 26	Outstanding. See <a href="#">Transcript-081117</a> PN.46-65
8	BSA	<a href="#">Sub-13/10/17</a>	11	<b>Casual employment</b> Submits clause has been significantly varied. Submits PLED does not clearly articulate who a casual employee is, instead requiring comparison of circumstances against full-time and part-time clauses.	Para 4	Outstanding. See <a href="#">Transcript-081117</a> PN.46-65 Further conference to be held, see <a href="#">Statement [2017] FWC 5874</a> .
	ABI & NSWBC	<a href="#">Sub-12/10/17</a>		Submits clause is problematic. Provides draft wording in submission. Prefers 'in addition to' to 'on top of' the minimum	Para 18.1	NOTE: clause 11.1 provisionally updated to reflect part-time and casual employment decision of 5 July 2017 <a href="#">[2017] FWC FB 3541</a>

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				hourly rate.		
	AIG	<a href="#">Reply-Sub-20/10/17</a>		Agrees the drafting of clause could be improved.	Para 8	
	UV	<a href="#">Reply-Sub-20/10/17</a>		Agrees clause is problematic.	Para 11	
	AIG	<a href="#">Sub-17/11/17</a>		Reserves its position.	Para 30	
	UV	<a href="#">Sub-17/11/17</a>		Submits PLED does not contain a direct equivalent to cl 11.1 in the current award. Submits PLED cl 11.1 could expand the category of casual employment under the Cleaning Award.	Paras 3 – 5	
9	ABI & NSWBC	<a href="#">Sub-12/10/17</a>	11.3	Submits clause should be amended to reduce any uncertainty as to whether casual loading is cumulative or compounding. Provides draft wording.	Para 18.2	Outstanding. See <a href="#">Transcript-081117</a> PN46-65
	UV	<a href="#">Reply-Sub-20/10/17</a>		Supports retaining the wording in current award cl 12.5(a) which states “an additional loading of 25%”.	Para 12	Further conference to be held, see <a href="#">Statement [2017] FWC 5874</a> .
	AIG	<a href="#">Sub-17/11/17</a>		Submits the words ‘for each ordinary hour’ do not appear in current award cl 12.5(a). Submits the words create an inconsistency between cl 11.3 and Table 5 and the words should be removed.	Para 31	



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10	UV	<a href="#">Sub-06/10/17</a>	12	<b>Classifications</b> Submits current award cl 15.2 should be retained.	Paras 12 – 16	Agreed. See <a href="#">Transcript-081117</a> PN68-79. PLED updated.
	ABI & NSWBC	<a href="#">Sub-12/10/17</a>		Submits current award cl 15.2 has been omitted and should be reinserted.	Para 19	
11	BSA	<a href="#">Sub-13/10/17</a>	12	<del>Submits PLED makes significant changes to application of classification structure, and changes provisions in cl 12.1 and 12.2.</del>	<del>Para 12</del>	Withdrawn – see Sub- <a href="#">17/11/17</a> .
	BSA	<a href="#">Sub-17/11/17</a> .		No longer press paragraph [5] of their submissions of <a href="#">13/10/17</a> .	Page 1	
12	AIG	<a href="#">Sub-12/10/17</a>	12	Submits PLED requires an employer to classify all employees in accordance with definitions in Sched A. Submits this is not in current award and PLED is too prescriptive.	Para 8	Outstanding. See <a href="#">Transcript-081117</a> PN82-89.  Full Bench to determine with regard to submissions put, see <a href="#">Statement [2017] FWC 5874</a> .
	UV	<a href="#">Reply-Sub-20/10/17</a>		Disagrees with AIG's submission. Submits current award cl 15.1 contains the requirement and this obligation should be retained.	Paras 14 – 16	
13	ABI & NSWBC	<a href="#">Sub-12/10/17</a>	13.1	<b>Ordinary hours of work and rostering</b> Submits 'agreement' regarding arrangement of working hours has been	Para 20.1	Outstanding. See <a href="#">Transcript-081117</a> PN90-92.

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				added and 'agreement' is only found at current award cl 24.1(c)(iv). Submits 'agreement' requirement should be removed.		Further conference to be held, see <a href="#">Statement [2017] FWC 5874</a> .
	AIG	<a href="#">Sub-12/10/17</a>		Submits PLED requires a full-time employee work under an <b>agreed</b> hours of work arrangement, which is not a requirement of the current award and is not appropriate.	Para 9	
	BSA	<a href="#">Sub-13/10/17</a>		Submits ' <b>agreed</b> hours of work arrangement' is not a current provision of the award.	Para 6	
	UV	<a href="#">Reply-Sub-20/10/17</a>		Disagrees with above submissions. Supports PLED wording.	Paras 17 – 20	
14	ABI & NSWBC	<a href="#">Sub-12/10/17</a>	13.5(c)(i)	Submits clause has omitted requirement that a single employee be rostered at the location, per cl 24.2 of current award. Submits reference should be reinserted.	Para 20.2	Agreed. See <a href="#">Transcript-081117</a> PN92-94. PLED updated.
	UV	<a href="#">Reply-Sub-20/10/17</a>		Does not object to retaining current award cl 24.2(c).	Para 21	
15	AIG	<a href="#">Sub-12/10/17</a>	13.6	<del>Submits cross reference in para (d) should be '31' not '0 31'.</del>	<del>Para 10</del>	Withdrawn – see <a href="#">Statement [2017] FWC 5874</a> .

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						See <a href="#">Transcript-081117</a> PN94-97.
16	ABI & NSWBC	<a href="#">Sub-12/10/17</a>	14.1(c)	<b>Breaks</b> Submits requirement in cl 26.1 current award that an employee is entitled to a 'further' paid ten minute break only if they are a 'full-time shift worker working a straight shift' has been omitted. Submits 'further' should be reinserted.	Para 21.1	Agreed. See <a href="#">Transcript-081117</a> PN98-100. PLED updated.
	AIG	<a href="#">Sub-12/10/17</a>		Submits PLED substantially expands circumstances in which shiftworkers are entitled to a 10-min paid rest break. Submits this should only apply to full-time shiftworkers who work a straight shift, per cl 16.1 current award and not part-time or casual shiftworkers.	Para 11	
	BSA	<a href="#">Sub-13/10/17</a>		Submits PLED has made significant changes to current award cl 26.1. Submits PLED opens access to additional 10-minute paid break beyond that currently in the award, which only applies to full-time shiftworkers on a straight shift.	Para 7	
	UV	<a href="#">Reply-Sub-20/10/17</a>		Does not object to ABI's proposal that 'further' be re-inserted.	Para 22	

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17	AIG	<a href="#">Sub-12/10/17</a>	14.2(e)	<del>Submits part time and casual shiftworkers should not be entitled to paid rest breaks, see current award cl 26.2</del>	Para 12	Withdrawn – see <a href="#">Statement [2017] FWC 5874</a> . See <a href="#">Transcript-081117</a> PN100-102.
	UV	<a href="#">Reply-Sub-20/10/17</a>		<del>Disagrees with AIG's submission. Submits current award cl 26.2 does not exclude part time and casual shift workers.</del>	Para 23	
18	ABI & NSWBC	<a href="#">Sub-12/10/17</a>	14.1(a) and 14.2(a)	Submits that while the PLED clauses operate to mean the effect is still the same, the clauses are not clearer than the existing ones. Proposes the Drafter re-consider whether existing provisions can be more accurately captured by PLED.	Para 21.2	Outstanding. See <a href="#">Transcript-081117</a> PN102-105. <b>Drafter's proposed amendment:</b> see <b>Attachment A</b> .
19	AIG	<a href="#">Sub-12/10/17</a>	14.4	Submits clause has a wider effect that current award cl 26.3(a) and should be amended. Provides draft wording in submission.	Para 13	Outstanding. See <a href="#">Transcript-081117</a> PN106-126. <b>Drafter's proposed amendment:</b> see <b>Attachment A</b> .
	UV	<a href="#">Reply-Sub-20/10/17</a>		Disagrees with AIG's proposed amendment. Submits PLED is clear in its present form and supports it.	Para 24	
20	UV	<a href="#">Sub-06/10/17</a>	15	<b>Work organisation</b> Submits PLED has altered legal meaning. Submits current award cl 15.2 provides an employee may be required to perform	Paras 12 – 16	Outstanding. See <a href="#">Transcript-081117</a> PN127-130, 68-79.

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				duties outside of classification where they are 'incidental' to their tasks. Submits that under PLED an employee may be required to perform duties across other classifications without limitation. Submits current award cl 15.2 should be retained.		<b>Drafter's comment:</b> Agreed that this may be read as widening the scope to where a break has not been started.
	AIG	<a href="#">Sub-12/10/17</a>		Submits clause should be amended to avoid any doubt about the meaning of the word 'streams'. Provides draft wording in submission.	Para 14	
	UV	<a href="#">Reply-Sub-20/10/17</a>		Does not object to removing 'streams' but notes its broader concerns above regarding cl 15.	Para 25	
	AIG	<a href="#">Reply-Sub-20/10/17</a>		Prefers its own proposed amendment to the one suggested by UV.	Para 12	
21	UV	<a href="#">Sub-06/10/17</a>	16.1	<b>Minimum rates</b> Submits PLED removes recognition that minimum weekly wages are exclusive of penalties and allowances. Submits current award cl 16.1 clearly identifies this. Submits clause should be re-drafted. Provides draft wording in submission.	Paras 17 – 20	Outstanding. See <a href="#">Transcript-081117</a> PN131-138. Full Bench to determine with regard to submissions put, see <a href="#">Statement [2017] FWC 5874</a> .
	AIG	<a href="#">Reply-Sub-20/10/17</a>		Does not agree with UV's submission. Submits drafting is similar to the approach	Para 13	

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				taken in other exposure drafts.		
22	AIG	<a href="#">Sub-12/10/17</a>	18.3	<b>Payment of wages</b> Submits PLED should be amended to ensure consistency with current award. Submits PLED wording would lead to numerous disputes over bank fees. Provides draft wording in submission.	Para 15	Agreed. See <a href="#">Transcript-081117</a> PN139-144. PLED updated.
	UV	<a href="#">Reply-Sub-20/10/17</a>		Disagrees with AIG's submission.	Para 26	
23	UV	<a href="#">Sub-06/10/17</a>	18.4	Submits entitlement of employees who are paid by cheque to receive payment for waiting has been removed. Submits clause should be amended. Provides draft wording in submission.	Paras 21 – 23	Agreed. See <a href="#">Transcript-081117</a> PN144-150. PLED updated.
24	AIG	<a href="#">Reply-Sub-20/10/17</a>	18.4	<del>Opposes UV's suggestion that employees paid by cheque should continue to be entitled to the waiting time penalty.</del>	Para 14	Withdrawn – see <a href="#">Transcript-081117</a> PN149-150 and <a href="#">Statement [2017] FWC 5874</a> .
25	UV	<a href="#">Sub-06/10/17</a>	21.1	<b>Allowances</b> Submits current award cl 17 is clearer and more direct than PLED and should be retained.	Paras 24 – 27	Outstanding in part (re wording of clause 21.1). Agreed in part (re the word "continues"). See <a href="#">Transcript-081117</a> PN150-169.
	AIG	<a href="#">Reply-Sub-20/10/17</a>		Does not agree with UV's submission.	Para 15	

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	AIG	<a href="#">Sub-12/10/17</a>	21.3(b), 21.4(c)	Submits ‘continuously’ should be inserted after ‘works’ to reflect existing entitlements.	Para 16	PLED cl 21.3(b) updated.  Remaining part to be determined by Full Bench with regard to submissions put, see <a href="#">Statement [2017] FWC 5874</a> .
	UV	<a href="#">Reply-Sub-20/10/17</a>		Disagrees with AIG’s submission. Submits PLED wording already reflects existing entitlements and AIG’s amendment may reduce existing entitlements.	Para 27	
26	AIG	<a href="#">Sub-12/10/17</a>	21.8(a)	Submits clause should be amended to reflect existing entitlements and improve clarity. Provides draft wording in submission.	Para 17	Agreed.  See <a href="#">Transcript-081117</a> PN169-171.  PLED updated.
	UV	<a href="#">Reply-Sub-20/10/17</a>		Agrees with AIG’s submission.	Para 28	
27	AIG	<a href="#">Sub-12/10/17</a>	21.9	Submits clause should be amended to reflect existing entitlements and improve clarity. Provides draft wording in submission.	Para 18	Agreed.  See <a href="#">Transcript-081117</a> PN172-173.  PLED updated.
	UV	<a href="#">Reply-Sub-20/10/17</a>		Agrees with AIG’s submission.	Para 28	
28	UV	<a href="#">Sub-06/10/17</a>	21.10	<b>Allowances – Meal Allowance</b>  Submits PLED amends legal effect of clause and alters circumstances in which an entitlement to meal allowance arises. Submits clause should be amended.	Paras 28 – 33	Outstanding.  See <a href="#">Transcript-081117</a> PN177-178.  <b>Drafter’s proposed amendment:</b> see <b>Attachment A</b> .

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				Provides draft wording in submission.		
	AIG	<a href="#">Reply-Sub-20/10/17</a>		Disagrees with UV's submission. Submits clause is intended to apply only where overtime of at least the specified amount is required to be worked.	Para 16	
28A	AIG	<a href="#">Sub-12/10/17</a>	21.11	Submits 'with the employer' should be inserted after 'by agreement' to reflect existing entitlements and improve clarity.	Para 19	Provisionally resolved. (No transcript reference)
	UV	<a href="#">Reply-Sub-20/10/17</a>		Disagrees with AIG's submission. Submits meaning in PLED is clear.	Para 29	<b>Drafter's comment:</b> In context clause 21.11 would be read as referring to an agreement with the employer. I have no objection, however, to the proposed change. PLED provisionally updated.
29	UV	<a href="#">Sub-06/10/17</a>	23.1(b)	<del><b>Overtime</b> Submits PLED alters the circumstances in which a part time employee is entitled to overtime. Refers to submissions in relation to part time employment (item 5). Submits clause should be amended. Provides draft wording in submission.</del>	<del>Paras 34—36</del>	<del>Withdrawn – See <a href="#">Transcript-081117</a> PN179-182 and <a href="#">Statement [2017] FWC 5874</a>.</del>
	AIG	<a href="#">Reply-Sub-20/10/17</a>		<del>Does not agree with UV's submission.</del>	<del>Para 17</del>	



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30	AIG	<a href="#">Sub-12/10/17</a>	23.2(b)	Submits reference to ‘Table 6—Penalty Rates’ should be replaced with ‘Table 5—Overtime Rates’.	Para 20	Agreed. See <a href="#">Transcript-081117</a> PN183. PLED updated.
31	AIG	<a href="#">Sub-12/10/17</a>	23.5	<b>Overtime – Call back</b> Submits ‘is required by the employer’ should be inserted to clarify the employee cannot choose to leave before the job is completed and be entitled to payment. Provides draft wording in submission.	Para 21	Outstanding. See <a href="#">Transcript-081117</a> PN184-186. <b>Drafter’s proposed amendment:</b> see <b>Attachment A</b> .
	UV	<a href="#">Reply-Sub-20/10/17</a>		Disagrees with AIG’s submission. Submits the PLED meaning is clear.	Para 30	
32	AIG	<a href="#">Sub-12/10/17</a>	23.6(c)	Submits clause should be amended to reflect existing entitlements and improve clarity. Provides draft wording in submission.	Para 22	Outstanding. See <a href="#">Transcript-081117</a> PN187-193. <b>Drafter’s comment:</b> Clauses 23.6(c) and (d) are clear.
	UV	<a href="#">Reply-Sub-20/10/17</a>		Disagrees with AIG’s proposed amendments. Submits the PLED more accurately reflects existing entitlements.	Para 31	
33	UV	<a href="#">Sub-06/10/17</a>	25.2	<b>Annual leave – additional leave for certain shiftworkers</b> Submits PLED alters the legal effect of clause and significantly reduces the	Paras 37 – 40	Outstanding. See <a href="#">Transcript-081117</a> PN193-198. <b>Drafter’s proposed amendment:</b>

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				number of employees who would be defined as shift workers. Submits definition of shiftworker in current award cl 29.2(a) should be retained.		see <b>Attachment A</b> .
34	UV	<a href="#">Sub-06/10/17</a>	25.2	Submits current award cl 29.2(b) contains specific entitlement for employees who work part of a year as a shift worker which is not included in the PLED. This entitlement does not fall under the NES. Submits clause should be reinserted.	Paras 40 – 42	Outstanding. See <a href="#">Transcript-081117</a> PN199-200, 202-211. <b>Drafter's proposed amendment:</b> see <b>Attachment A</b> .
34A	AIG	<a href="#">Sub-23/09/16</a>	25.2	<b>Definition of shiftworkers</b> Submits clause is inconsistent with s.87(2) of the NES and should be deleted. Refers to <a href="#">[2015] FWCFB 3023</a> paras [5][13] in which the Commission determined similar provisions in other awards should be removed.		Resolved. Submission refers to cl 15.2(b) of <a href="#">exposure draft published 13/6/17</a> . Equivalent clause in <a href="#">PLED published 08/09/17</a> is cl 25.2. Clause has been re-drafted consistent with Decision <a href="#">[2015] FWCFB 3023</a> . See <a href="#">PLED published 08/09/17</a> cl 25.2.
35	AIG	<a href="#">Sub-12/10/17</a>	25.3(c)	Submits clause should be amended. Submits cl 17.5 of the current award requires the loading be paid on annual leave on termination, not any higher shift loading. Refers to current award cl 29.7.	Para 23	Outstanding. See <a href="#">Transcript-081117</a> PN201. <b>Drafter's proposed amendment:</b> see <b>Attachment A</b> .

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
	UV	<a href="#">Reply-Sub-20/10/17</a>		Disagrees with AIG's submission. Submits PLED reduces employee entitlements. Supports retaining current award clause 29.7.	Paras 32, 33	
36	UV	<a href="#">Sub-06/10/17</a>	25.4	<b>Annual leave – Temporary close-down</b> Submits PLED removes entitlements for employees by removing the current award provision that the close-down period will be limited to four weeks. Submits current award cl 29.6(d) should be retained.	Paras 43 – 47	Outstanding. See <a href="#">Transcript-081117</a> PN212-219.  Annual leave close-down will be considered by the plain language Full Bench as a separate issue. See <a href="#">[2017] FWCFB 5861</a>
	UV	<a href="#">Sub-06/10/17</a>		Submits PLED does not contain the provision in current award cl 29.6(e) regarding public holidays that fall within a period of leave without pay. Submits current award clause should be retained.	Paras 48 – 51	
	AIG	<a href="#">Sub-17/11/17</a>		Submits PLED deviates substantively from cl 29.6 of current award in a number of ways.  Submits the circumstances in which the clause applies has been altered, the PLED does not deal with circumstances in which an employee commences employment after the employer has provided notice of a temporary close-down and does not contain the ability for an employer to	Paras 32 – 40	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
				require an employee to take unpaid leave as per current award clauses 29.6(b)(ii), 29.6(b)(iii). Submits these are substantive changes and PLED should be amended.		
37	AIG	<a href="#">Sub-12/10/17</a>	25.4	Submits PLED contains numerous major differences to existing award and no attempt appears to have been made to reflect those. Submits current award cl 29.6 should be retained.	Paras 24 – 26	Outstanding. See <a href="#">Transcript-081117</a> PN212-219.  Annual leave close-down will be considered by the plain language Full Bench as a separate issue. See <a href="#">[2017] FWCFB 5861</a>
38	AIG	<a href="#">Sub-12/10/17</a>	32.5	<b>Consultation about change of contract</b> Submits clause should be amended to avoid inconsistency with current award and uncertainty about the meaning of ‘the shifts that they worked’. Provides draft wording in submission.	Para 27	Agreed. See <a href="#">Transcript-081117</a> PN219-223. PLED updated.
	UV	<a href="#">Reply-Sub-20/10/17</a>		Agrees with AIG’s submission.	Para 35	
39	AIG	<a href="#">Sub-12/10/17</a>	32.6	<del>Submits clause should be deleted because it is not an obligation under the current award.</del>	Para 28	Withdrawn – See <a href="#">Transcript-081117</a> PN224 and <a href="#">Statement [2017] FWC 5874</a> .
	UV	<a href="#">Reply-Sub-20/10/17</a>		<del>Disagrees with AIG’s submission. Submits current award cl 9.2 contains the same</del>	Para 36	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
				<del>obligation.</del>		
40	UV	<a href="#">Sub-06/10/17</a>	32.8	Submits PLED has removed the direct acknowledgement that a union may be involved in the process regarding consultation about change of contract by removing the words 'including a relevant union'. Submits current award cl 9.5 should be retained.	Paras 52 – 55	Outstanding. See <a href="#">Transcript-081117</a> PN225-231. Full Bench to determine with regard to submissions put, see <a href="#">Statement [2017] FWC 5874</a> .
	AIG	<a href="#">Reply-Sub-20/10/17</a>		Disagrees with UV's submission. Submits the clause appropriately refers to 'any representative nominated by the employee' which includes any union nominated by an employee.	Para 20	
41	UV	<a href="#">Sub-06/10/17</a>	34.6	<b>Dispute resolution procedure training leave</b> Submits reference to 'clause 11' appears to be an error and should be amended to 'clause 34'.	Paras 56, 57	Agreed. See <a href="#">Transcript-081117</a> PN232-235. PLED updated.
	AIG	<a href="#">Reply-Sub-20/10/17</a>		Agrees with UV's submission.	Para 21	
42	AIG	<a href="#">Sub-12/10/17</a>	39.1	<b>Redundancy</b> Submits the two instances of 'security' in first sentence need to be corrected to 'cleaning'.	Para 29	Agreed. See <a href="#">Transcript-081117</a> PN236-237. PLED updated.

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

ABI&NSWBC	Australian Business Industrial & NSWBC
AIG	Australian Industry Group
BSA	Business SA
PLED	Plain Language Exposure Draft
UV	United Voice

## ATTACHMENT A

### Item 18: Clauses 14.1(a) and 14.2(a)

### Item 19: Clause 14.4

#### Proposed amendment:

#### 14.1 Shiftworkers

(a) **Paid meal break**

An employee who works a shift that attracts a shift penalty under clause 24—Penalty rates is entitled to a paid meal break per shift of not less than 20 minutes. The meal break must be taken not earlier than 4 hours, and not later than 5 hours, after the start of the shift.

(b) **Paid rest break**

A full-time employee who is entitled to a paid meal break under paragraph (a) and who works a straight shift is entitled to a further 10 minute paid rest break per shift.

(c) A paid meal break and paid rest break provided for in clause 14.1 counts as time worked for the employee.

#### 14.2 Non-shiftworkers

(a) Clause 14.2 applies to employees who are not entitled to a paid meal break under clause 14.1(a).

(b) **Unpaid meal breaks**

An employee is entitled to an unpaid meal break of not less than 30 minutes, and not more than one hour and cannot be required to work for more than 4½ hours (or 5 hours in an emergency) without a meal break.

(c) An unpaid meal break provided in paragraph (b) does not count as time worked for the employee.

(d) **Paid rest breaks**

An employee is entitled to a 10 minute paid morning rest break and a 10 minute paid afternoon rest break.

(e) A paid morning or afternoon rest break provided for in paragraph (d) counts as time worked for the employee.

#### 14.3 Interruptions and overtime meal breaks—all employees

(a) If an employee is interrupted during a rostered meal break and directed to work, the employer must pay the employee at the overtime rate mentioned in clause 23.2—Overtime rates until the employee is allowed to resume the meal break.

(b) An employee working overtime is entitled to a paid 20 minute meal break after each 4 hours of overtime worked.

**14.4 Breaks between shifts**

- (a) An employee must have a minimum break of 8 consecutive hours between finishing work on one shift of ordinary hours (including any overtime worked immediately after it) and starting work on the next shift of ordinary hours (including any overtime worked immediately before it).
- (b) The employer must pay an employee who is required by the employer to start work without having had at least 8 consecutive hours off duty at the overtime rate mentioned in clause 23.2—Overtime rates until the employee is released from duty for at least 8 consecutive hours.
- (c) The employee must not suffer any loss of pay for ordinary hours not worked during the period of a release from duty mentioned in paragraph (b).

**Item 28: Clause 21.10**

**Proposed amendment:**

**21.10 Meal allowance**

- (a) Clause 21.10 applies to any employee who:
  - (i) is required to work an additional 2 hours or more; and
  - (ii) was not advised of that requirement on or before the previous day.
- (b) The employer must:
  - (i) pay the employee a meal allowance of \$12.79; or
  - (ii) supply the employee with a meal.

**Item 31: Clause 23.5**

**Proposed amendment:**

**23.5 Call back**

- (a) Clause 23.5 applies to an employee who is recalled to work overtime at any workplace of the employer after leaving the employer's premises.
- (b) The employer must pay the employee for a minimum of 2 hours at the overtime rate even if the employee is required by the employer to work for a shorter time.
- (c) The interval between completing ordinary hours and beginning overtime does not count as time worked.



**Items 33 and 34: Clause 25.2**

**Proposed amendment:**

**25.2 Additional paid annual leave for certain shiftworkers**

- (a) Clause 25.2 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) who 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).
- (c) If an employee with 12 months' continuous service is a shiftworker for the purposes of the NES for only part of a year of service, the employee is entitled to one half day of additional paid annual leave for each month of that year during which the employee is such a shiftworker up to a maximum for the year of 5 additional days.

**Item 35: Clause 25.3(c)**

**Proposed amendment:**

...

- (c) The employer must pay an employee for a period of untaken paid annual leave when the employment of the employee ends, a loading of 17.5% calculated on the employee's base rate of pay as defined in paragraph (a).