

DRAFT SUMMARY OF SUBMISSIONS

Interested parties are requested to review the draft summary of submissions to ensure that their submissions are accurately characterised. If parties would like any amendments to the draft summary of submissions they should notify AMOD (amod@fwc.gov.au) by the close of business on Thursday 4 May 2017.

Summary of submissions filed in accordance with Statement of 3 February 2017 ([\[2017\] FWC 743](#)) on or before 5.00pm on 10 April 2017.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
1	Ai Group	Sub-1/03/17	1.2	Title and Commencement Delete words, ‘as varied’. Words have effect of circumventing s.165(2) of Act. Ai Group would not oppose a provision that clarifies the award may have been varied since it commenced operation. Arises in all EDs – Commission has not made ruling.	Para 10-14	
2	Ai Group	Sub-1/03/17	2	Definitions – shiftworker Delete ‘shiftworker’ definition. Definition at clause 2 attributes meaning each time ‘shiftworker’ appears in the ED. This is confusing as the definition redirects reader to a definition that defines shiftworker for specific purpose of employee’s annual leave entitlement only.	Para 17-20	
3	Ai Group	Sub-1/03/17	2	Definitions – references to tables 1, 2, 4 - 8 Delete ‘Table 1–facilitative provisions’, ‘Table 2–Entitlement to rest breaks’, ‘Table 4–Junior wages’, ‘Table 5–	Para 21-24, Para 30-40	

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				Overtime rates', 'Table 6–Penalty rates for shiftwork', 'Table 7–Overtime rates for shiftwork' and 'Table 8–Period of notice'. Definitions of tables do not serve any identifiable purpose		
	Ai Group	Sub-1/03/17	2	Definitions – reference to table 3 Approach adopted in ED makes document harder to navigate. Amend ED by deleting definition of 'Table 3–Minimum wages' in clause 2 and amending clauses 16.2, 16.4 and 19.3 by deleting reference to 'Table 3 – Minimum wages' and replacing it with reference to 'clause 16.1–Minimum wages'.	Para 25-29	
4	Ai Group	Sub-1/03/17	4.1	Coverage – 4.1(a) Amend clause as follows: '4.1... (a) private sector employers throughout Australia who engage with <u>respect to their</u> employees wholly or principally <u>engaged</u> in clerical and administrative... (b) private sector employees of employers mentioned in paragraph (a) who are wholly or principally <u>engaged in performing</u> clerical and administrative...' ED has omitted 'with respect to their employees' engaged in clerical work in reference to employers covered by the	Para 40-50, paras 15 - 16	

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				<p>Award. May cause confusion regarding coverage.</p> <p>-Employee's described differently to current award. Not yet apparent whether there is material difference.</p> <p>-Provision doesn't limit coverage to the employer with respect to its employees who are engaged wholly or principally in clerical work as per current 4.1 of 4.1(b).</p> <p>-Unclear extent employers confined to employment relationship with relevant group of employees.</p> <p>-Clause refers to clause 2 definition of clerical work which did not occur in current award</p>		
	ABI&NSWBC	Sub-28/02/17	4.1(a)	ED has omitted 'with respect to their employees' engaged in clerical work in reference to employers covered by the Award. May cause confusion regarding coverage.	Para 2.1-2.2	
	Ai Group	Replysub-10/4/17		Matters raised by ABI&NSWBC were dealt with in Ai Group's February submission at paras 41-50.	Para 6-7	
5	Ai Group	Sub-1/03/17	4.2	<p>Coverage – 4.2</p> <p>Amend clause as follows:</p> <p>'...covered by a modern award that contains clerical and administrative classifications, including any of the following modern awards:'</p>	Para 60, 15 - 16	

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				-Reference to administrative classifications may alter legal effect. -Referred to Macquarie dictionary definition of clerical and clerk. -Administrative work is potentially associated with the management functions, which arguably are different to the work contemplated by the clerical classifications.		
	ASU	Sub-2/03/17	4	Supports inclusion of ‘administrative work’. Amend clause to read: ‘clerical and/or administrative work’	Para 2	
	Ai Group	Replysub-10/4/17		Seek opportunity to respond to ASU submission later once Commission expresses view regarding approach to redrafting classification structure and definitions.	Para 8-9	
	ASU	Sub-2/03/17	4	Removing ‘clerical work’ may create confusion regarding coverage of cash handling.	Para 3	
	Ai Group	Replysub-10/4/17		In relation to ASU’s submission. Ai Group refer to paragraphs 15 – 16 of February 2017 Submission and notes that the issue relates to the redrafting of the coverage clause and classification structure.	Para 5	
	Ai Group	Sub-1/03/17	4.2	Coverage – 4.2 Amend clause as follows: ‘...covered by a modern award that	Para 67	

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				<p>contains clerical and administrative classifications, including <u>employers covered by</u> any of the following modern awards <u>with respect to employees covered by the awards:</u>'</p> <p>-Clause excludes from coverage any employer covered by any of the awards listed at 4.6.</p> <p>-An employer and some of its employees may be covered by an industry award. To that extent, the employer is not covered by the award. But if the same employer also employs some employees not covered by the relevant industry award, and are otherwise covered by Clerks' award, clause 4.6 does not exclude them from coverage.</p>		
	Business SA	Sub-28/02/17	4.2	Clause 4.2 includes reference at (i) to the Children's Services Award 2016. Whilst CCSA made an application to amend coverage to exclude this award, this submission was formally withdrawn on 30/9/16.	Para 1.1	
	Ai Group	Repliesub-10/4/17		Ai Group note CCSA's claim has been withdrawn.	Para 10	
	Ai Group	Sub-1/03/17	4.2	Clause reference to <i>Children's Services Award 2016</i> may be affected by submissions relating to that award and the <i>Clerks–Private Sector Award</i> .	Para 68-70	

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6	Business SA	Sub-28/02/17	4.3	Coverage – 4.3 Second part of current provision has been removed (“if the employer is not covered by another modern award containing a classification which is more appropriate to the work performed by the employee. This subclause operates subject to the exclusions from coverage in this award”) Change to wording could substantially alter entitlements and lead to unexpected consequences.	Para 1.2	
	Ai Group	Replysub-10/4/17		Seek guidance from Commission in manner which this clause will be dealt with.	Para 11-12	
	Ai Group	Sub-1/03/17	4.3(a)	Do not propose to make submissions but may seek to do so in due course	Para 71	
	Ai Group	Sub-1/03/17	4.3(b)	Do not propose to make submissions but may seek to do so in due course.	Para 73	
7	Ai Group	Sub-1/03/17	4.4(d)	Coverage – 4.4 Amend clause as follows: ‘(d) employers of <u>in relation to</u> employees mentioned in paragraph (a), (b) or (c). -Current clause excludes from coverage employers covered by a modern enterprise award or enterprise instrument, <i>and employers in relation to those employees.</i> -4.4(d) of ED appears to exclude the employer in relation to any or all of its	Para 75-80	

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				employees in circumstances where one or more of it employees are covered by a modern enterprise award or an enterprise instrument. This is a significant substantive change. -Same issue arises in respect to 4.4(c).		
8	Ai Group	Sub-1/03/17	4.7	Coverage – 4.6 Do not seek to make comment but may wish to at a later stage.	Para 81-82	
9	Business SA	Sub-28/02/17	7.2	Facilitative provisions Clause 13.6 and 13.10 appear twice, could be drafting error. (Altering spread of hours, make-up time).	Para 2.1	
	Ai Group	Sub-1/03/17		Agree with Business SA submission; see Replysub-10/4/17 . Clauses appear twice could be a drafting error.	Para 83-86	
10	Ai Group	Sub-1/03/17	7.2	Facilitative provisions – monthly pay periods Proposes amendment to clause 17.2(b) in table by replacing ‘a majority of employees’ with ‘a majority of employees or an individual’.	Para 87-90	
11	Business SA	Sub-28/02/17	7.2	Facilitative provisions – table Clause 27.1 referred to in Table 1, however facilitative provision contained in 27.1(b), update cross-reference. Clause 30 is also referred to as facilitative provision when provision is actually 30.1, update cross-reference.	Para 2.2-2.3	

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	Ai Group	Sub-1/03/17	7.2	Agree with Business SA, see Replysub-10/4/17 . Third column in Table 1, referring to clause 27.1 delete words ‘an individual or’. -Clause only applies to agreement between employer and a majority of employees.	Para 91-94	
	Ai Group	Sub-1/03/17	7.2	Clause 33.4 is not facilitative and should be removed from table.	Para 95-96	
12	Business SA	Sub-28/02/17	9	Full-time employment Submit that ‘each’ should be replaced with ‘either’.	Para 3.1	
	Ai Group	Replysub-10/4/17		Do not oppose Business SA proposal.	Para 21	
13	ABI&NSWBC	Sub-28/02/17	10	Part-time employment <i>In response to question raised by Commission</i> Clauses 10.5 and 10.6 accurately reflect current award provision. However, no clear method for altering start and finishing times of employee. Should be subject to further discussions.	Para 3.4	
	Ai Group	Replysub-10/4/17		Supports ABI&NSWBC submission in relation to clauses 10.5 and 10.6.	Para 22, 25	
	Business SA	Sub-28/02/17		Re-drafted clauses accurately reflect intention of modern award clause.	Para 4.1	
	Ai Group	Replysub-10/4/17		Supports Business SA submission.	Para 23	
	ASU	Sub-2/03/17		Re-drafted clause accurately reflects intention of current modern award.	Para 4	

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	Ai Group	Repliesub-10/4/17		Supports ASU submission.	Paras 24, 27	
14	Ai Group	Sub-1/03/17	10.2	<p>Part-time employment – 10.2 Delete clause and replace with: ‘A part-time employee is entitled to pay and conditions provided by this award on a pro-rata basis.’</p> <p>-10.2 very different from current clause. -Blanket clause such as 10.2 in ED is inherently problematic. -Proposed clause does not make award simpler or easier to understand. -Alters legal effect by inverting requirement of current 11. -Examples – allowances, meal periods. Clauses do not expressly state they apply differently to full and part-time employees.</p>	Para 97-109	
15	Ai Group	Sub-1/03/17	10.3	<p>Part-time employment – 10.3 New provision not contained in previous award and inaccurately reflects NES and Award. Delete clause. -Don’t understand effect or purpose of clause. -Concept of “proportionate basis” not relevant to some clauses – eg. Public holidays.</p>	Para 110-118	
16	Ai Group	Sub-1/03/17	10.4	<p>Part-time employment – 10.4 Amend clause as follows:</p>	Para 119-122	

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				<p>‘At the time of engaging a part-time employee, the employer <u>and employee</u> must agree in writing with the employee to <u>on</u> all of the following:...</p> <p>-ED suggests employer <i>must</i> agree with employee allowing employee to dictate days and times they work. -This is a substantial change.</p>		
17	Business SA	Sub-28/02/17	11.1	<p>Casual employment – 11.1 Define casual employment as one that is not full-time or part-time. Business SA raised same issue in relation to Pharmacy Award.</p>	Para 5.1	
	Ai Group	Repliesub-10/4/17		Refer Business SA to original claim which subsume their concerns regarding clause.	Para 28-29	
	Ai Group	Sub-1/03/17	11.1	<p>Replace clause with clause 12.1 of Award. -Proposed provision strongly opposed. Current clause is a definition. -Proposed clause requires referral to 2 other clauses. -This is substantive change.</p>	Para 123-131	
18	Ai Group	Sub-1/03/17	11.4	<p>Casual employment – 11.4 <i>In response to question raised by Commission</i> Change proposed unnecessary.</p>	Para 132-133	
	ASU	Sub-2/03/17		“An employer must pay a casual employee for a minimum of 3 hours’	Para 5	

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				work on each engagement even if they are rostered to work for fewer than 3 consecutive hours” should remain in the PLED given the inherent irregularity of casual employment.		
	Ai Group	Replysub-10/4/17		Do not disagree with ASU proposal.	Para 30	
19	Ai Group	Sub-1/03/17	12.2	Classifications – 12.2 Do not currently propose to make submissions but may wish to in future.	Para 134	
20	ABI&NSWBC	Sub-28/02/17	13.1	Ordinary hours of work Heading may cause confusion due to common usage of ‘shift’ to refer generally to period of engagement rather than start/finishing times. Change wording for clause 13.1 to ‘clause 13 applies to employees who are not engaged to work the shifts as defined in clause 25’.	Para 4.2	
	Ai Group	Replysub-10/4/17		Do not consider the confusion alleged in fact arises or that the variation is necessary.	Para 32	
21	Business SA	Sub-28/02/17	13.2	Ordinary hours of work – 13.2 Clarify by cross-reference that the provision reflects clause 9.2	Para 6.1	
	Ai Group	Replysub-10/4/17		Believes February submission subsumes Business SA’s concerns.	Para 34	
	Ai Group	Sub-1/03/17	13.2	Delete clause 13.2 – unnecessary. -No equivalent clause in current award. -Repetitive with clause 9 and inaccurate	Para 135-140	

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				(the number of hours prescribed is <i>the</i> number or ordinary hours of work for a full-time employee.		
22	Ai Group	Sub-1/03/17	13.3	Ordinary hours of work – 13.3 Delete clause 13.3 as doesn't appear in current award. -Unnecessary. -Clause 10 clarifies HOW for part-time employees. Proposed 13.3 is repetitive and inaccurate.	Para 141-146	
23	ABI&NSWBC	Sub-28/02/17	13.5, 13.6	Ordinary hours of work – 13.5 <i>In response to question raised by Commission</i> Agree spread of ordinary hours in clause 13.5 may be altered by one hour at both ends of the day pursuant to clause 13.6.	Para 4.4	
	Ai Group	Repliesub-10/4/17		Agree with ABI&NSWBC submission.	Para 38	
	Ai Group	Sub-1/03/17		ED permits increase to spread of hours by one hour at both ends.	Para 169-170	
	ASU	Sub-2/03/17		Award allows for spread to be altered by a maximum of one hour a day, but not by one hour before and one hour after an engagement as this could be two hours in the day	Para 6	
	Ai Group	Repliesub-10/4/17		Disagree with ASU submission and believes alteration would be a substantive change to the award.	Para 40	
24	Ai Group	Sub-1/03/17	13.5	Ordinary hours of work – 13.5 Amend clause as follows:	Para 147-151	FWC has not previously accepted

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				<p>‘Ordinary hours may be worked between: (a) <u>from</u> 7.00 am and <u>to</u> 7.00 pm Monday to Friday; and (b) <u>from</u> 7.00 am and <u>to</u> 12.30 pm on Saturday.’</p> <p>-Legal effect deviates from current provision. -‘Between’ is not inclusive of times – literally means 7.01 – 6.59 etc.</p>		this submission.
25	Ai Group	Sub-1/03/17	13.6	<p>Ordinary hours of work – 13.6 Current clause deviates from previous award entitlement. Amend clause as follows: ‘The spread of ordinary hours in clause 13.5 may be altered by up to one hour at either end <u>of the spread of a day:</u>’ -Words ‘of a day’ are problematic. Unnecessarily introduced into a well-known clause. -Words limit the scope by requiring that agreement must be limited to a particular day.</p>	Para 152-158	
	Ai Group	Sub-1/03/17	13.6(a) ED	<p>Amend clause as follows: ‘(a) by agreement between the employer and the majority of employees <u>concerned at the workplace covered by this award;</u> or...’ -Provision as drafted may be read in two possible ways.</p>	Para 159-168	

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				-Deviates from current provision. -Current provision applies to the majority of employees <i>concerned</i> . Also, agreement need only be reached with majority of employees covered by the award at the workplace.		
	Business SA	Sub-28/02/17	13.6	Legal effect of clause has altered as provision outlines span of hours can be altered by agreement with majority of employees rather than majority of employees <u>concerned</u> .	Para 6.4	
26	ABI&NSWBC	Sub-28/02/17	13.7	Ordinary hours of work – 13.7 <i>In response to question raised by Commission</i> Substantially captures intention of current clause 25.1(b). However, suggests ordering of clauses be reversed to improve clarity.	Para 4.5	
	Ai Group	Repliesub-10/4/17		Do not agree with ABI&NSWBC submission.	Para 41	
	Business SA	Sub-28/02/17		Accurately reflects intention of current award clause 25.1(b).	Para 6.3	
	Ai Group	Repliesub-10/4/17		Do not agree with Business SA submission.	Para 43	
	ASU	Sub-2/03/17		Example posted at PLED clause 25.4(c) reflects the intention of clause 25.1(b).	Para 7	
	Ai Group	Repliesub-10/4/17		Do not agree with ASU submission for reasons set out in paras 171-186 of February submission.	Para 46-47	

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27	Ai Group	Sub-1/03/17	13.7	<p>Ordinary hours of work – 13.7 Replace clause with following wording: ‘13.7 Setting ordinary hours by a different award (a) Clause 13.7 applies to an employee who works in association with other employees who work ordinary hours outside the spread of hours prescribed by clause 13.5. (b) The hours during which ordinary hours may be worked by the employee are as prescribed by the modern award applying to the majority of employees in the workplace.’</p> <p>-Application of current clause is unclear. Does not specify which employees it applies to. Unclear which employees can be directed to work hours in another award. Presumably means those identified in 13.7(a)(i) and (ii) but this is not clear. -Current provision requires employees be working in association with other clauses of employees, whereas ED wording is ‘work closely with. -Argue this narrows scope. Current cl 25.1(b) applies where the other employees work ordinary hours outside the spread of hours in the clerks’ award.</p>	Para 171-186	

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				ED alters this application. -ED materially different from current award.		
	Business SA	Sub-28/02/17	13.7	Redraft accurately reflects clause 13.7	Para 6.3	
28	Business SA	Sub-28/02/17	13.7(a)	Ordinary hours of work – 13.7 Amend clause so 13.7(a) explicitly refers to clause 13.7(b).	Para 6.2	
	Ai Group	Repliesub-10/4/17		Ai Group submission at paras 171-185 subsumes Business SA’s proposal.	Para 45	
29	Ai Group	Sub-1/03/17	13.7	Ordinary hours of work – 13.7 – example Amend example as follows: EXAMPLE: Employees <u>An employee</u> covered by this award works <u>in association</u> with employees who are covered by an award that sets ordinary hours of work <u>ordinary hours</u> between 5.30 am and 6.30 pm Monday to Friday. The award that sets ordinary hours of work between 5.30 am and 6.30 pm Monday to Friday covers the majority of employees at the workplace <u>sets ordinary hours of work between 5.30 am and 6.30 pm Monday to Friday</u> . The employer may direct that employees <u>the employee</u> covered by this award <u>to work</u> ordinary hours between 5.30 am and 6.30 pm Monday to Friday (rather than the spread set out in clause 13.5). -Refer to reasons above.	Para 187	

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30	Ai Group	Sub-1/03/17	13.8	<p>Hours of work – 13.8 Amend clause as follows: ‘Ordinary hours of work <u>must be worked continuously</u> are continuous, except for rest...’ -Submit that current clause wording ‘are continuous’ doesn’t make sense. -Current provision requires that ordinary hours must be worked without interruption with the exception of breaks.</p>	Para 188-192	
	Ai Group	Sub-1/03/17	13.8	<p>Amend clause as follows: ‘Ordinary hours of work <u>must be worked continuously at the discretion of the employer</u> are continuous, except for rest breaks...’ -‘at the discretion of the employer’ should be reinserted to ensure award is simple and easy to understand. -words clarify that employer is to determine when ordinary hours of work will be performed.</p>	Para 192-196	
31	ABI&NSWBC	Sub-28/02/17	13.10	<p>Hours of work – 13.10 Submit ‘the span of’ should be reinserted into clause.</p>	Para 4.6	
	Ai Group	Replysub-10/4/17		<p>Do not oppose ABI&NSWBC amendment. Suggest the word ‘spread’ be used in lieu of ‘span’ consistent with clause 27.6 of the Award.</p>	Para 49	

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32	ABI&NSWBC	Sub-28/02/17	14	<p>Rostered days off (employees not engaged in shifts) Amend clause as follows: 14.2(a): “work longer hours each day during the weekly as part of the ordinary hours of duty”.</p> <p>14.2(b): “take a day off at some later time in the cycle”.</p> <p>Otherwise clause should be subject to further discussion due to significant changes as part of process.</p>	Paras 5.1 – 5.3	
	Ai Group	Repliesub-10/4/17		Agree with ABI&NSWBC submission that clause is problematic. Refer to paras 197-209 of February submission.	Para 51	
	ASU	Sub-2/03/17	14	Re-drafted clause reflects the intention of current modern award clauses 25.3 and 25.4.	Para 8	
	Ai Group	Repliesub-10/4/17		Do not agree with ASU submission.	Para 50	
	Ai Group	Sub-1/03/17	14.2	<p>Rostered days off – 14.2 Suggests replacing clause with the following: ‘An employer may give an employee a rostered day off during the employee’s work cycle.’</p> <p>-Clause is a new provision. It limits circumstances in which an entitlement to RDO may arise.</p> <p>-Current provision does not mandate implementation of a roster in order for an employee to be entitled to an RDO.</p>	Para 197-209	

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				-Changes legal effect. -Provision also ambiguous. -If clause included it should not limit manner in which RDO can be afforded to an employee.		
33	Ai Group	Sub-1/03/17	14.3	Rostered days off – 14.3 Proposes clause be amended to read: ‘An employee who works on a rostered day off basis over <u>each</u> a-20 day roster cycle is entitled to 12 rostered days off over each 12 month period.’ -Proposed provision does not make clear entitlement to 12 RDOs only arises if employee works on an RDO basis during each and every 20 day cycle.	Para 210-214	
34	Business SA	Sub-28/02/17	14.6(d)	Rostered days off – 14.6(d) Clause does not accurately reflect previous award provisions and results in a substantive change.	Para 7.1	
	Ai Group	Replysub-10/4/17		Agree with Business SA submission and proposal alternate clause which would address concerns	Para 52-53	
35	ABI&NSWBC	Sub-28/02/17	15	Breaks (employees not engaged on shifts) – 15 <i>In response to question raised by Commission</i> Redraft captured same content as previous award; however issues relating to clarity have not been resolved.	Para 6.2	

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	Ai Group	Replysub-10/4/17		Do not agree with ABI&NSWBC submission, refer to February submission (paras 215 – 244).	Para 57	
	ASU	Sub-2/03/17	15	Redrafted clause 15 reflects the intention of current modern award clauses 26.1 and 26.2.	Para 9	
	Ai Group	Replysub-10/4/17		Disagree with ASU submission (see Feb submissions PNs 215 – 244).	Para 54	
36	ABI&NSWBC	Sub-28/02/17	15.1	Breaks – 15.1 Wording for clause 15.1 should be changed to ‘clause 15 applies to employees who are not engaged to work the shifts as defined in clause 25’.	Para 6.1	
	Ai Group	Replysub-10/4/17		Do not consider that the confusion alleged in fact arises.	Para 55-56	
37	Ai Group	Sub-1/03/17	15.2	Breaks – 15.2 Amend clause as follows ‘An employee <u>who is required to work</u> works the number...’ as this element has not been reflected in ED from award. -Clause 26.2(b) of current award not reflected in proposed 15.2. Entitlement to a rest break would arise in circumstances where such entitlement would not arise under the current award.	Para 215-220	
	Ai Group	Sub-1/03/17	15.2	With respect to entitlements to rest break in clause, proposes to alter preamble wording to: ‘An employee is entitled to a rest break in accordance with the table below if	Para 221-223	

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				required to work the number of hours specified in any one day:'		
38	Ai Group	Sub-1/03/17	15.2	Breaks – table Proposes to delete headings ‘Column 1 and Column 2’ in table.	Para 224	
	Ai Group	Sub-1/03/17	15.2	Proposes to alter wording to ‘ <u>More than 3</u> but not...’ in the second row of table 2 under ‘hours worked’. -Entitlement does not arise until >3 hours worked. Has effect of granting entitlement in circumstances it doesn’t arise in current award.	Para 225-229	
	Ai Group	Sub-1/03/17	15.2	Amend table 2, column 1 row 2 to read: ‘More than 3 <u>ordinary hours</u> but not more than 8 <u>ordinary hours</u> on Monday to Friday’ -This will limit clause to current award entitlement which does not apply to overtime hours worked.	Para 230-232	
	Ai Group	Sub-1/03/17	15.2	Amend table 2, column 1 row 3 to read: ‘More than 8 <u>ordinary hours</u> on Monday to Friday’. -reasoning as per row 2 submission above.		
39	Business SA	Sub-28/02/17	15.4	Breaks – 15.4 Note below clause 15.4 does not accurately reflect provisions of previous award, word ‘should’ has been changed to ‘will’ and this potentially changes the legal effect of the clause. Clause no	Para 8.1	

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				longer suggests a pattern of breaks, rather mandates it.		
	Ai Group	Replysub-10/4/17		Agree note should be amended as outlined by Business SA	Para 58-60	
	Ai Group	Sub-1/03/17	15.4	Concerned changed wording does not specify when higher rate is payable. Amend clause to read: 'An employer must pay an employee who is required to work through their meal break 200% of the minimum hourly rate <u>for time so worked</u> until a meal break is taken.'	Para 236-240	
	ASU	Sub-2/03/17	15.4	Use of 'minimum hourly rate' is repeated throughout plain language draft and is not a term used in current modern award. The effect will be that penalties, overtime and shiftwork payments will be applied on the minimum hourly rate regardless of an employee being paid more than the minimum hourly rate.	Para 10	
	Ai Group	Replysub-10/4/17		Agree with ASU observation regarding the operation of the term 'minimum hourly rate', do not understand submission to be proposing a variation however if it is Ai Group may seek an opportunity to respond.	Para 64	
	ABI&NSWBC	Reply-29/3/17		Outlined reasoning behind the term taken from [2014] FWCFB 9412. Because Award does not contain allowances or loadings payable for all purposes the	Pg 2-3	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				expression has been correctly used in the context of the Award.		
	Ai Group	Sub-1/03/17	15.4	Proposes to change ‘taken’ at end of clause to ‘allowed’. -Proposed provision requires penalty to be paid until break actually taken, which may be after break is allowed. This may result in change in entitlements.	Para 241-244	
40	Ai Group	Sub-1/03/17	16.1	Minimum wages – 16.1 Proposes new preamble to increase clarity: “An employer must pay an employee who is 21 years of age or older the minimum hourly rate specified in column 3 (or for a full-time employee the minimum weekly rate specified in column 2) in accordance with the employee classification specified in column 1 of Table 3 – Minimum rates”. -Redrafted clause not simple and easy to understand. -Self-evident from table that employer is to pay employee rate prescribed for relevant classification. -Ai Group submit their re-draft makes clear that minimum wages payable for ordinary hours of work, and that they are not payable to trainees and employees eligible for a supported wage. -Change would render note 2 unnecessary.	Para 245-249	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	Ai Group	Sub-1/03/17	16.1	‘Column 1, Column 2 and Column 3’ unnecessary and should be deleted	Para 250	
	Ai Group	Sub-1/03/17	16.1	Note 2 is not useful and should be deleted – see submission above.	Para 251-258	
41	Ai Group	Sub-1/03/17	16.2	Minimum wages – 16.2 Amend clause by deleting ‘table 3’ and replacing with ‘clause 16.1–Minimum wages’ -Refer to submission on inclusion of tables in definitions.	Para 259	
42	Ai Group	Sub-1/03/17	16.3	Amend clause to read: ‘ <u>If required by their employer, An employer may require an employee <u>must</u> provide reasonable evidence to verify their service as mentioned in clause 16.2’ -Current award <i>requires</i> employee to <i>provide</i> reasonable evidence to verify prior service. ED does not impose any obligation on employee to in fact provide the necessary evidence.</u>	Para 260-263	
43	Business SA	Sub-28/02/17	16.4	Minimum wages – juniors – 16.4 Change column 2 of Table 4 to read ‘% of minimum rate’ as there is differentiation between whether payment is by minimum weekly rate or hourly rate. This amendment would alleviate this issue.	Para 9.1	
	Ai Group	Replysub-10/4/17		Outlines Business SA proposal points to an issue that arises from the entitlement of part-time and casual employees.	Para 65-66	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				Refers to original February submission (paras 271 – 272).		
	Ai Group	Sub-1/03/17		Change column 2 to read ‘% of minimum hourly rate’ rather than referring to table – reasoning as per 16.1 above.	Para 271-272	
	Ai Group	Sub-1/03/17	16.4	Amend clause by deleting ‘Table 3 – Minimum rates’ and replacing with ‘clause 16.1 – Minimum wages’ – reasoning as per 16.1 above.	Para 264	
	Ai Group	Sub-1/03/17	16.4	To improve clarity, amend clause to read: ‘An employer must pay an employee aged 20 years and under the relevant percentage of the appropriate minimum hourly rate contained in clause 16.1 – Minimum wages’	Para 265-269	
	Ai Group	Sub-1/03/17	16.4	Delete ‘column 1 and column 2’ from table. Reasoning as per submissions re other tables above.	Para 270	
44	Ai Group	Sub-1/03/17	17.2(b)	Payment of wages Propose to amend clause to read: ‘The employer and employees may agree to monthly pay periods <u>with the majority of employees concerned or an individual employee</u> on the basis of 2 weeks in advance and 2 weeks in arrears.’ -See reasoning re: cl 7.2 above.	Para 273-276	
45	Ai Group	Sub-1/03/17	17.2(b)	Further amend clause to read: ‘The employer and employees may agree to monthly pay period. <u>If such agreement</u>	Para 277-282	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				<p>is reached, payment must be made on the basis of 2 weeks in advance and 2 weeks in arrears.</p> <p>-Submit re-draft requires 2 things to be agreed on: monthly pay, <i>and</i> payment 2 weeks in advance and 2 weeks in arrears. Submit that this departs from the current provision which didn't require agreement on method of payment. Rather, this method was required if monthly pay was agreed on.</p>		
46	ABI&NSWBC	Sub-28/02/17	17.4	<p>Payment of wages under an averaging or banking system – 17.4</p> <p>Include 'in accordance with' or 'as set out in' before reference to clause 13.4.</p>	Para 7.1	<i>(Is this meant to refer to 13.2?)</i>
	Ai Group	Replysub-10/4/17		Outline Ai Group February submission (paras 283 – 291) subsumes ABI&NSWBC's submission.	Para 67-68	
	Ai Group	Sub-1/03/17	17.4(a) and (b)	<p>17.4: resume current provisions.</p> <p>17.5: 'Where clause 14.6 applies:</p> <p>(a) No payments or penalty payments are to be made to employees working under this substitute banked rostered day off. However the employer will maintain a record of the number of rostered days banked and will apply the average pay system during the weeks when an employee elects to take a banked rostered day off.</p> <p>(b) Employees terminating prior to taking</p>	Para 283-291	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				any banked rostered day(s) off must receive one fifth of average weekly pay over the previous six months multiplied by the number of banked substitute days.’ -ED clause limited in application to day workers and alters legal effect. -Award does not mandate that pay be averaged.		
47	Ai Group	Sub-1/03/17	18.1(a)	Annualised salaries Following clauses should also be referred to in ED: -23–Rest period after working overtime (employee not engaged on shifts) -24–Time off instead of payment for overtime (employees not engaged on shifts) -13.10–Make-up time -27–Ordinary hours of work and rostering for shiftwork -30–Time off instead of payment for overtime for shiftwork -31–Rest period after working overtime for shiftwork	Para 292-293	
48	Ai Group	Sub-1/03/17	19.2(a)	First aid allowance – 19.1 Amend clause to read: ‘has <u>appropriate</u> current first aid qualifications and training such as a certificate from St John Ambulance Australia or a similar body; and’	Para 294-299	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				-ED makes clear that first aid qualification must be current but does not require that qualifications are appropriate.		
49	Ai Group	Sub-1/03/17	19.3	Higher duties allowance Delete 'Table 3–Minimum wages' and replace with 'clause 16–Minimum wages' -Reasoning as above.	Para 300	
50	ABI&NSWBC	Sub-28/02/17	19.4(d)	Clothing and footwear allowance Does not make clear employees must be required to launder a uniform to be entitled to the allowance. Change clause to read: 'If the uniform that is required to be worn by the employee needs to be laundered <u>by the employee</u> , the employer must pay the employee an allowance of:...'	Para 8.1	
	Ai Group	Repliesub-10/4/17		Agree with proposed change by ABI&NSWBC.	Para 69-70	
51	Business SA	Sub-28/02/17	19.6(a)	Vehicle allowance ED no longer requires an employee to have been directed by employer to use motor vehicle and allows employee to make a unilateral decision. This alters legal effect of award.	Para 10.1	
	Ai Group	Repliesub-10/4/17		Agree with Business SA submission and refer to own February submission where ' <u>by the employer</u> ' is added into clause.	Para 71-72	
	Ai Group	Sub-1/03/17		Amend clause to read: 'An employer must pay an employee who is required <u>by</u>	Para 301-305	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				<p>the employer to use their own motor vehicle in performing their duties an allowance of:</p> <p>-ED changes meaning as does not stipulate that allowance only payable where employee <i>is required by the employer</i> to use own vehicle in the course of their duties. An employee who thinks they may be required to under the current ED may be entitled to the allowance.</p>		
52	Business SA	Sub-28/02/17	19.7(a)(i)	<p>Living away from home allowance Should include wording, ‘the employee is required <u>by the employer to...</u>’ to remain consistent with clause 19.7(b)(i).</p>	Para 11.1	
	Ai Group	Repliesub-10/4/17		Refers to February submission (paras 306 – 310) that deals with Business SA issue.	Para 73-74	
	Ai Group	Sub-1/03/17		Amend clause to read: ‘the employee is required <u>by the employer</u> to temporarily work away from their usual place of employment; and’	Para 306-310	
	Ai Group	Sub-1/03/17	19.7(b)(ii)	<p>Replace clause with: ‘the employee is, as a result, required by the employer to sleep away from the employee’s usual place of residence; and’ -Reasoning similar to 19.6(a) above.</p>	Para 311-315	
53	ABI&NSWBC	Sub-28/02/17	21	<p>Penalty rates (employees not engaged on shifts) Reference to ‘shifts’ in heading causes confusion.</p>	Para 9.1	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	Ai Group	Repliesub-10/4/17		Do not consider that the confusion alleged by ABI&NSWBC in fact arises.	Para 75-76	
54	Ai Group	Sub-1/03/17	21	<p>Penalties - Sunday rates Clause 21 does not include provision for working on Sunday. Clause 25.1 allows employees to work outside ordinary span when working in association with workers who work ordinary hours of work on a Sunday in under another award. ED has effect of removing Sunday rate. New clause 21.3 should be inserted:</p> <p>21.3 Sunday (a) An employer must pay an employee at the rate of 200% of the minimum hourly rate for ordinary hours worked on a Sunday. (b) An employee required to work ordinary hours on a Sunday is entitled to at least 4 hours pay at 200% of the minimum hourly rate, provided the employee is available for work for 4 hours.</p> <p>-Renumber clause 21.3 as 21.4</p>	Para 320	
55	Ai Group	Sub-1/03/17	21.2	<p>Penalties – Saturday rates – 21.1 Provision erroneous, amend as follows: ‘An employer must pay an employee at the rate of 125% of the minimum hourly</p>	Para 321-324	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				rate for hours worked on a Saturday that are within the spread of ordinary hours specified in clause 13.5(b), altered under clause 13.6' -ED clause does not contemplate a situation where employee performs ordinary hours of work on a Saturday within spread of hours of another award.		
56	ABI&NSWBC	Sub-28/02/17	21.3	Public holidays <i>In response to question raised by Commission</i> Public holidays better placed in penalty rates clause, re-draft accurately reflects the intention of the current clause.	Para 9.2	
	Ai Group	Replysub-10/4/17		Do not agree with ABI&NSWBC (refer to paras 325 – 327 of Feb submission).	Para 77	
	Ai Group	Sub-1/03/17		Delete clause 21.3 in ED and replace clause 36.2 with provision provided later in submission. -minimum payment applies to ordinary hours and overtime. - Replication of 21.3 under 22 is not desirable as this may lead to minimum engagement being applied to ordinary hours and overtime e on a public holiday.	Para 337	
	ASU	Sub-2/03/17		Re-drafted clause reflect intention of modern award clause 31.3, clause better placed in penalty rates clause as it addresses the payment of penalties on a public holiday.	Para 12	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	Ai Group	Repliesub-10/4/17		Do not agree with ASU submission (refer to paras 325 – 327 of Feb submission).	Para 78	
57	Ai Group	Sub-1/03/17	21.3(d)	<p>Penalty rates – 21.3(d) Amend provision as follows: ‘An employer must pay an employee who is required to work on a public holiday for a minimum of 4 hours, <u>provided the employee is available to work for four hours.</u>’</p> <p>-Minimum payment of four hours only applies if employee is available for 4 hours. If employee indicated only having availability for three hours then minimum payment would be three hours.</p>	Para 324-329	
58	ABI&NSWBC	Sub-28/02/17	22	<p>Overtime Reference to shifts in heading causes confusion, suggests changing title as suggested in respect of clause 21.2.</p>	Para 10.1	
	Ai Group	Repliesub-10/4/17		Do not consider confusion alleged by ABI&NSWBC arises.	Para 79-80	
59	Ai Group	Sub-1/03/17	22.1(a)	<p>Overtime – 22.1(a) Amend clause as follows: ‘An employer must pay an employee at the overtime rate for any hours worked at the discretion of the employer: (a) in excess of the ordinary weekly hours set in clause 13.4:</p> <p>-Reference to 13.4 at 22.1(a) is inconsistent with the reference found at 22.2 and therefore confusing.</p>	Para 341	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
60	Ai Group	Sub-1/03/17	22.1(b)	Overtime – 22.1(b) Amend clause to clarify that entitlement to overtime rates arises when an employee works in excess of 10 ordinary hours. Amend clause as follows: ‘in excess of 10 <u>ordinary</u> hours on any one day, excluding unpaid meal breaks;’	Para 342-345	
61	ABI&NSWBC	Sub-28/02/17	22.1(c)	Overtime – 22.1(c) ‘Or’ omitted from clause 22.1(c) before ‘as altered’ erroneously.	Para 10.2	
	Ai Group	Sub-1/03/17		Amend clause as follows: ‘outside the spread of hours in clause 13.5, as altered under clause 13.6 ’ -ED clause does not have regard for an employee working outside the spread of hours prescribed by another modern award pursuant to clause 25.1(b).	Para 346-349	
	Ai Group	Repliesub-10/4/17		Ai Group’s February submission (paras 346 – 349) subsume ABI&NSWBC submission	Paras 81-82	
62	Ai Group	Sub-1/03/17	22.2	Overtime – 22.2 Amend clause to read: ‘For the purposes of this clause, ordinary weekly hours means the hours of work fixed in a workplace in accordance with clause 13 – Ordinary hours of work <u>and</u> clause 14 – <u>Rostered days off</u> or varied in accordance with the relevant clauses of this award.’ -This will ensure legal effect of current	Para 350-353	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				award does not change.		
63	Ai Group	Sub-1/03/17	22.4(a)	Payment for working overtime – 22.4 Amend to include following preamble: ‘An employer must pay an employee the relevant overtime rate prescribed below in accordance with clause 22.1, calculated daily.’ -ED wording of preamble to table is confusing. Self-evident from table that employer is to pay employee the rate prescribed for the time at which the word is performed.	Para 354-357	
	Ai Group	Sub-1/03/17	22.4(a)	Delete headings ‘column 1 and column 2’ -Reasoning as per tables above.	Para 358	
64	Ai Group	Sub-1/03/17	22.4(b)	Amend clause as follows: ‘An employer must pay an employee with a minimum of 3 hours at overtime rates for work performed on a Saturday where an employee has worked 38 hours or more over Monday to Friday, <u>provided the employee is ready, willing and available to work such overtime.</u> ’ -Employee being ready, willing and able to perform the minimum 3 hours is a precursor to entitlement to payment for 3 hours.	Para 359-363	
	Ai Group	Sub-1/03/17	22.4(c)	Amend clause as follows: ‘An employer must pay an employee who is required to work overtime on a Sunday for a minimum of 4 hours, <u>provided the</u>	Para 364-368	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				<p><u>employee is available to work for 4 hours.</u></p> <p>-Minimum of four hours only applies if employee available to work for four hours.</p>		
65	Ai Group	Sub-1/03/17	22.4(c)	<p>Payment for working overtime – 22.4(c)</p> <p>Add to the end of the clause: ‘provided the employee is available to work for 4 hours. Provided further that where clause 21.3(b) applies, an employee will not be entitled to an additional 4 hour minimum payment under this clause.’</p> <p>-If new clause 21.3 inserted, this amendment becomes necessary to ensure no double minimum payment arises.</p>	Para 369-372	
66	Ai Group	Sub-1/03/17	22.5(c)	<p>Return to duty</p> <p>Delete clause 22.5(c), new provision inserted in clause 23.5 to read: ‘Overtime worked in the circumstances specified in clause 22.5 must not be regarded as overtime for the purposes of this clause.’</p> <p>-Effect of clause 27.3(d) is to exclude time worked pursuant to 27.4 for purpose of considering whether 27.3 applies. Clause as drafted in ED is unclear.</p>	Para 373-380	
67	Ai Group	Sub-1/03/17	23.3	<p>Rest period after working overtime – 23.3</p> <p>Amend clause as follows:</p>	Para 381-388	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				‘Despite clause 23.2, where an employee works so much overtime between the <u>termination of the employee’s ordinary work on one day and the commencement of the employee’s ordinary work on the next day, due to overtime worked, would be required to start work before having that the employee has not had 10 consecutive hours off duty between those times:...</u> ’		
	Ai Group	Sub-1/03/17	23.3(a)	Amend clause as follows: ‘the employer must release the employee from duty <u>after the completion of the overtime</u> until the employee has had 10 consecutive hours off duty; and’ -ED does not state <i>when</i> the employee must be released from duty.	Para 389-391	
	Ai Group	Sub-1/03/17	23.3(b)	Amend clause as follows: ‘the employee must not suffer any loss of pay for an absence during ordinary hours <u>ordinary working time occurring while the employee is released from duty as a result.</u> ’ -Provision ambiguous. Submission seeks to clarify that the employee must not lost pay in relation to the hours that fall during the employee’s 10 hour absence.	Para 392-396	
68	Business SA	Sub-28/02/17	23.4	Rest period after working overtime – 23.4 Employee should only resume work	Para 12.1	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				without a 10 hour consecutive break on instruction by employer.		
	Ai Group	Sub-1/03/17	23.4	Amend clause as follows: ‘ <u>If on the instructions of the employer</u> where an employee...’ -ED does not contain qualifier that clause only applies if the employee resumes or continues work without having 10 consecutive hours off duty.	Para 397-401	
	Ai Group	Replysub-10/4/17		Agree with business SA submission.	Paras 83-84	
	Ai Group	Sub-1/03/17	23.4(c)	Amend clause as follows: ‘the employee must not suffer any loss of pay for an absence during ordinary <u>working</u> hours as a result’. -Reference to ordinary hours in ED is not clear. Clause only applies to ordinary time occurring during the absence.	Para 402-405	
	Ai Group	Sub-1/03/17	23.4(c)	Clause not clear regarding period of time employee must not suffer loss of pay. Amend clause as follows: ‘the employee must not suffer any loss of pay for <u>ordinary working time occurring while the employee is so release an</u> absence during ordinary hours as a result. -ED does not articulate the period of time during which an employee must not suffer a loss of pay for an absence during ordinary hours.	Para 406-410	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	Ai Group	Sub-1/03/17	24.3(e)	Time off instead of payment for overtime Change to clause alters legal effect, renumber cl. 24.3(e) as cl. 24.4 and cl. 24.4-cl.24.11 should be renumbered as 24.5 and 24.12.	Para 411-415	
69	Ai Group	Sub-1/03/17	24.11	Time off instead of payment for overtime (employees not engaged on shifts) Restructuring of clause results in the meaning of ‘the request’ no longer being clear. Amalgamate clauses 24.9 and 24.10.	Para 416-419	
70	ASU	Sub-2/03/17	25	Shiftwork definitions Where an employee is required to work shifts this should be clearly identified to the employee in writing by the employer.	Para 15	
	Ai Group	Repliesub-10/4/17		Opposes variation sought by ASU. Not a matter that arises from plain language redrafting.	Para 88	
	Ai Group	Sub-1/03/17	25.1	Shiftwork definitions Amend clause to read: ‘An employee may be employed <u>required</u> to work ordinary hours in accordance with the following...’ -ED raises question of whether an employee not employed for the purpose of working shifts (according to definitions) may be required to work in accordance with the definitions. Current	Para 420-424	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				award does not make reference to this.		
	Ai Group	Sub-1/03/17	25.1	<i>In response to question raised by Commission</i> Provisions of Part 6 apply where an employee is employed by their employer on shifts. That is, where an employee is required to work a shift (or shifts) in accordance with the shift definitions at clause 25.1, the terms and conditions prescribed by Part 6 apply.	Para 425-426	
	ASU	Sub-2/03/17		Provisions in clause 25.1 apply when an employee is working shifts receiving penalties for working those shifts. When an employer employs someone as a shiftworker the employer must notify the employee of their shiftwork status.	Para 13	
71	Ai Group	Sub-1/03/17	25.2	Shiftwork definitions – 25.2 Amend clause to read: ‘The spread of hours in clause 25.1 may be altered by up to one hour at either end of the <u>spread shift</u> .’ -Rationale for reference to shift in 25.2 unclear. This renders provision ambiguous as the ability to vary the spread of hours relates to the hours over which the employee may be required to perform ordinary hours of work. It doesn’t necessarily alter the time a particular <i>shift</i> is commenced or completed.	Para 427-432	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	Ai Group	Sub-1/03/17	25.2(a)	Amend clause to read: '(a) by agreement between the employer and the majority of employees <u>concerned at the workplace covered by this award</u> ; or...' -ED alters meaning by requiring agreement by the majority of all employees, not just of those concerned.	Para 433-441	
	Ai Group	Sub-1/03/17	25.2	<i>In response to question raised by Commission</i> Clause 25.2 permits an increase to the spread of hours by one hour at both ends	Para 442-443	
	ASU	Sub-2/03/17		Can be altered to be increased by maximum of one hour in a day but not one hour before the engagement and additionally an hour at the conclusion of the engagement as this is potentially 2 hours in the day.	Para 14	
	Ai Group	Repliesub-10/4/17		Does not agree with ASU. Variation giving effect to ASU's interpretation amounts to substantive change to Award.	Para 86	
72	Ai Group	Sub-1/03/17	26.1	Penalty rates for shiftwork – 26.1 Proposes following preamble to replace current one: 'An employer must pay an employee employed on shifts the following rates if the employee is required to perform ordinary hours of work at the relevant times.' -ED preamble not simple and easy to	Para 444-447	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				understand. See reasoning re: other tables above.		
	Ai Group	Sub-1/03/17	26.1	Remove ‘column 1 and column 2’ -See reasoning re other table heading above.	Para 448	
73	ASU	Sub-2/03/17	26.3	Penalty rates for shiftwork – 26.3 <i>In response to question raised by Commission</i> Accurately reflects intention of current modern award clause 31.3.	Para 17	
	Ai Group	Replysub-10/4/17	26.3	Do not agree with ASU submission (see Feb submissions paras 449 – 453).	Para 89	
	Ai Group	Sub-1/03/17	26.3(a)	Amend clause to read: ‘An employer must pay an employee who is required to work on a public holiday for a minimum of 4 hours, <u>provided the employee is available to work for 4 hours.</u> ’ -Minimum payment subject to employee being available to work minimum period.	Para 449-453	
74	Business SA	Sub-28/02/17	27.1(b)	Ordinary hours of work Removing word ‘majority’ has led to the legal effect of the clause being changed.	Para 13.1	
	Ai Group	Sub-1/03/17	27.1(b)	Amend clause to read: ‘(b) <u>by agreement between an employer and the majority of employees concerned</u> , an average of 38 hours over a roster period, not exceeding 12 months, as agreed between an employer and the employees. -ED alters meaning by requiring	Para 454-459	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				agreement by the majority of all employees, not just of those concerned.		
75	Ai Group	Sub-1/03/17	27.3	<p>Ordinary hours of work and rostering for shiftwork</p> <p>Replace clause 27.3 with: ‘An employee’s ordinary hours may be worked over a maximum of 6 shifts per week. A Sunday may be included.’ Do not need to repeat maximum number of hours as 10 hours as this is already stated at clause. 27.2.</p> <p>-Preamble limits application to employees who work shifts over a 4 week roster. No constraint in current award.</p> <p>-Provision does not make it clear that maximums apply to a week’s work.</p> <p>-Provision limits the number of shifts that can be worked and a maximum duration of those shifts.</p> <p>-Current clause ambiguous. Ai Group seeks to address ambiguity in proposed amendment.</p>	Para 460-467	
76	ASU	Sub-2/03/17	28	<p>Breaks for shiftwork</p> <p><i>In response to question raised by Commission</i></p> <p>Re-drafted clause accurately reflects intention of current modern award clauses 26.1, 26.2 and 28.4(f).</p>	Para 19	
77	Ai Group	Sub-1/03/17	28.3	<p>Breaks for shiftwork – 28.3</p> <p>Delete clause. Final sentence in current</p>	Para 468-473	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				clause 26.1 does not apply to shiftworkers because the clause operates subject to clause 28 (meal breaks for shiftworkers).		
	Ai Group	Replysub-10/4/17		Does not agree with ASU that clause reflects the intention of current clauses 26.1, 26.2 & 28.4(f).	Para 92	
78	Ai Group	Sub-1/03/17	28.4(a)	Paid rest break – 28.4(a) Amend clause to read: (a) An employee <u>required to work</u> working more than 3 hours and fewer than 8 hours is entitled to one paid 10 minute rest break. -ED clause could enliven if employee not required to work 3 – 8 ordinary hours (ie. Absent a direction from employer). Amounts to substantive change.	Para 468-476	
	Ai Group	Sub-1/03/17	28.4(a)	Amend clause to read: '(a) An employee working more than 3 <u>ordinary</u> hours and fewer than 8 <u>ordinary</u> hours is entitled to one paid 10 minute rest break.' -ED extends operation of clause to overtime. This changes legal effect.	Para 477-481	
79	Ai Group	Sub-1/03/17	28.4(b)	Alters legal effect of award. Amend clause to read: '(a) An employee <u>required to work</u> working 8 hours or more is entitled to two paid 10 minute rest breaks'. -Provision should only apply where	Para 482-484	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				employee is <i>required</i> by employer to work.		
	Ai Group	Sub-1/03/17	28.4(b)	Amend clause as follows: '(b) An employee working 8 <u>ordinary</u> hours or more is entitled to two paid 10 minute rest breaks.' -Clause should only apply to ordinary hours.	Para 485-489	
80	Ai Group	Sub-1/03/17	29.1	Overtime for shiftwork – 29.1 Insert following preamble: 'An employer must pay an employee employed on shifts the following relevant rates if the employee is required to work overtime.'	Para 490-493	
	Ai Group	Sub-1/03/17	29.1	Delete 'column 1' and 'column 2' -See reasoning re other tables above.	Para 494	
	Ai Group	Sub-1/03/17	29.1	Replace 'minimum hourly wage' with 'minimum hourly rate'. -See reasoning re other tables above.	Para 495-496	
81	Ai Group	Sub-1/03/17	29.3	Overtime for shiftwork – 29.3 Amend clause as follows: '(c) the work is not continuous with the start or finish of the employee's ordinary shift; <u>and</u> (d) <u>is available for work during those 4 hours.</u> ' -Minimum payment only applies where employee available to perform the work.	Para 497-501	
	Ai Group	Sub-1/03/17	29.3	Add following sub-clause: '(e) is not entitled to a minimum 4 hour	Para 502-505	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				payment under clause 26.3' -This will prevent double application of minimum payment.		
	Ai Group	Sub-1/03/17	29.3(b)	Amend clause as follows: 29.3... (b) would not have been ordinarily rostered to work that day under clause 27.3 ; and -Provision should simply provide for the maximum number of shifts that may be worked in a week. Reasoning as per hours of work.	Para 506-508	
82	Ai Group	Sub-1/03/17	30.3(e)	Time off instead of payment for overtime for shiftwork – 30.3(e) Current drafting alters legal effect. Renumber 30.3(e) as clause 30.4 and clause 30.4-30.11 should be renumbered as clause 30.5-30.12.	Para 508-513	
83	Ai Group	Sub-1/03/17	30.11	Time off instead of payment for overtime for shiftwork – 30.11 Remove clause number as it is a note not forming a substantive provision.	Para 514-515	
84	Ai Group	Sub-1/03/17	31.4	Rest period after working overtime for shiftwork – 31.4 Amend clause as follows: 'Despite clause 31.2, where an employee <u>works so much overtime between the termination of the employee's ordinary work on one day and the commencement of the</u>	Para 516-520	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				employee's ordinary work on the next day, due to overtime worked, would be required to start work before having that the employee has not had 8 consecutive hours off duty between those times.' -Reasoning as per overtime clause sub.		
	Ai Group	Sub-1/03/17	31.4	Reference should be to clause 31.3 not 31.2. This appears to be a drafting error.	Para 521-522	
	Ai Group	Sub-1/03/17	31.4(a)	Amend clause as follows: '(a) the employer must release the employee from duty <u>after the completion of the overtime</u> until the employee has had 8 consecutive hours off duty; and' -Reasoning as per overtime clause sub.	Para 523-525	
	Ai Group	Sub-1/03/17	31.4(b)	Amend clause as follows: '(b) the employee must not suffer any loss of pay for an absence during ordinary hours <u>ordinary working time occurring while the employee is released from duty as a result.</u> ' -Reasoning as per overtime clause sub.	Para 526-530	
85	Ai Group	Sub-1/03/17	31.5	Amend clause as follows: ' <u>If on the instructions of the employer</u> where an employee resume or continues work without having at least 8 consecutive hours off duty in accordance with clause 31.2 all of the following apply:...'' -Reasoning as per overtime clause sub.	Para 531-535	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	Ai Group	Sub-1/03/17	31.5(c)	Amend clause as follows: '(c) the employee must no suffer any loss of pay for an absence during ordinary <u>working</u> hours as a result.' -Reasoning as per overtime clause sub.	Para 536-539	
	Ai Group	Sub-1/03/17	31.5(c)	Amend clause as follows: '(c) the employee must not suffer any loss of pay for <u>ordinary working time occurring while the employee is so released</u> an absence during ordinary hours as a result.' -Reasoning as per overtime clause sub.	Para 540-544	
86	Ai Group	Sub-1/03/17	32	Transport reimbursement for shiftwork - 32 Renumber as clause 19.8. Positioning of this clause in award is important for interpretation.	Para 545-550	
87	Ai Group	Sub-1/03/17	32(a)(iii)	Amend clause as follows: '(iii) the employer does not provide, or arrange for, a suitable means of transport to and from the employee's usual place of residence at no cost to the employee.' -Application has been extended to between home and work (both ways).	Para 551-555	
	Business SA	Sub-28/02/17	32(b)	Original award entitlement only provided payment from place of employment to place of residence. Change in ED has increased entitlement to include other direction, submits original intent be retained.	Para 14.1	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	Ai Group	Sub-1/03/17	32(b)	Amend clause as follows: '(b) The employer must reimburse the employee the cost they reasonably incurred in taking a commercial passenger vehicle from the employee's usual place of residence to the usual place of employment or from the place of employment to the employee's usual place of residence, whichever is applicable. '	Para 556-560	
88	Ai Group	Sub-1/03/17	32	Note not necessary and should be deleted.	Para 561	
89	ABI&NSWBC	Sub-28/02/17	33	Annual Leave – 33 'Be' has been erroneously included and should be deleted.	Para 11.1	
	Ai Group	Replusub-10/4/17		Agrees with ABI and NSWBC.	Para 95	
90	Ai Group	Sub-1/03/17	33.3(c)	ED no longer identifies quantum of shift loading now only prescribes a rate that includes the shift loading. Consideration should be given to how the matter should be dealt with.	Para 562-569	
91	Ai Group	Sub-1/03/17	34.2(b)	Personal/carer's leave and compassionate leave - 34 Amend clause as follows: '(b) <u>A maximum of 48 hours</u> absence is allowed by right, with additional absence by agreement.' -Current clause does not contemplate employee taking less than 48 hours.	Para 570-573	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
92	Ai Group	Sub-1/03/17	36.1	Public holidays – 36 Delete ‘entitlements’ from clause. NES addresses more than simply employee entitlements.	Para 574-576	
	Ai Group	Sub-1/03/17	36.2	Proposes new 36.2 clause wording. -Refer to earlier submissions re clause 21.3.	Para 577-578	
93	Ai Group	Sub-1/03/17	36.3	Replace clause with the following: ‘An employer and the majority of affected employees in an enterprise or part of an enterprise may by agreement substitute another day for a public holiday. Agreement may also be reached between an employer and an individual employee.’ -Ai Group submits their proposal is simpler and easier to understand.	Para 579-582	
94	Business SA	Sub-28/02/17	Schedule A	Classification Structure and Definitions ‘Characteristics’ has been replaced with ‘competencies’, potential for change to have unintended effects on classification of employees.	Para 15.1	
	Ai Group	Sub-1/03/17	Schedule A	Classification structure should not be redrafted and classification definitions should be retained in their present form. Any alterations should be done in isolation.	Para 589-616	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
95	Business SA	Sub-28/02/17	Schedule A.2.1	Wording ‘the less experienced employees’ work may be subject to checking at all stages’ has been removed, believes should be retained.	Para 15.2	
96	Ai Group	Sub-1/03/17	Schedule B	Summary of Hourly Rates of Pay Note in schedule does not impose any obligation on an employer but summarises rates payable. Amend clause to read: ‘NOTE: <u>This schedule should be read in conjunction with the terms of the award. Employers who pay the relevant rates contained in meet their obligations under this schedule are meeting their the corresponding obligations under the award.</u> ’	Para 617-626	
97	Ai Group	Sub-1/03/17	Schedule B.2.1	Full-time and part-time adult shiftworkers – ordinary and penalty rates Delete column heading ‘day’	Para 627-629	
98	Ai Group	Sub-1/03/17	Schedule B.3.2	Casual adult shiftworkers – ordinary and penalty rates Delete ‘age’ appears to be a drafting error.	Para 630	
	Ai Group	Sub-1/03/17	Schedule B.3.2	Delete column heading ‘day’	Para 631-633	
99	Ai Group	Sub-1/03/17	Schedule C.2.1	Summary of monetary allowances Reference to clause 19.5(b)(ii) be deleted and replaced with reference to cl 19.5(c).	Para 637	
100	Business SA	Sub-28/02/17	Schedule I	Definitions Definition of clerical work has been removed, should be reinserted.	Para 16.1	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	Ai Group	Replsub-10/4/17	Clause 2	Refer to paragraphs 15 – 16 of February 2017 Submission and notes that the issue relates to the redrafting of the coverage clause and classification structure.	Para 4	

List of abbreviations (in alphabetical order)

ABI & NSWBC	Australian Business Industrial and the NSW Business Chamber
Ai Group	Australian Industry Group
ASU	Australian Services Union
Business SA	Business South Australia