



The Australian Industry Group
51 Walker Street
North Sydney NSW 2060
PO Box 289
North Sydney NSW 2059
Australia
ABN 76 369 958 788

13 September 2017

Vice President Hatcher
Fair Work Commission
80 William Street
East Sydney NSW 2011

Dear Vice President,

Re. AM2016/15 Plain Language Re-drafting – Clerks – Private Sector Award 2010

I refer to the above matter and the directions issued by the Fair Work Commission (**Commission**) on 17 August 2017. Those directions require any interested party that intends to participate in the conference listed on 15 September 2017 to file a document identifying which issues in the revised summary of submissions published on 7 July 2017 remain outstanding having regard to the *Revised Plain Language Exposure Draft: Clerks – Private Sector Award 2017 (Exposure Draft)*.

The Australian Industry Group (**Ai Group**) intends to participate in the aforementioned conference and accordingly writes in accordance with the Commission's directions.

Issues that Remain Outstanding

Ai Group considers that the following issues in the revised summary of submissions published on 7 July 2017 remain outstanding having regard to the Exposure Draft. Put another way, Ai Group considers that the following issues have not been resolved by the amendments reflected in the Exposure Draft:

- Items 1 – 9;
- Items 11 – 13;
- Item 15;
- Item 18;
- Items 20 – 22;
- Item 24;
- Items 26 – 32;
- Items 35 – 40;
- Item 42;
- Item 44;
- Item 46;
- Items 48 – 49;
- Items 54 – 55;
- Item 57;
- Item 59;
- Items 61 – 65;
- Items 67 – 70;



The Australian Industry Group
51 Walker Street
North Sydney NSW 2060
Australia
ABN 76 369 958 788

- Item 72;
- Item 77;
- Items 80 – 84;
- Items 91 – 92;
- Item 94;
- Items 96;
- Items 98 – 100;
- Items 104 – 107;
- Items 109 – 110;
- Items 113 – 116;
- Items 121 – 124;
- Item 128;
- Items 131 – 132;
- Item 134;
- Items 136 – 139;
- Items 141 – 149; and
- Items 151 – 153.

Updated Summary of Submissions

As foreshadowed during the conference before the Commission on 15 August 2017, Ai Group, the Australian Services Union, Australian Business Industrial and the NSW Business Chamber and Business SA have engaged in discussions regarding the Exposure Draft by reference to the revised summary of submissions published on 7 July 2017.

Attached to this correspondence is a further revised summary of submissions, prepared by Ai Group. The additional comments included in the final column are intended to reflect Ai Group's understanding of the outcome of the discussions held between the aforementioned parties. In certain instances, a specific form of words has been proposed as a means of addressing issues raised in relation to the Exposure Draft, for the Commission's consideration.

We provide the Commission with a copy of this document to the extent that it assists in the conduct of the upcoming conference on 15 September 2017.

Yours sincerely,

A handwritten signature in blue ink that reads 'R. Bhatt'.

Ruchi Bhatt
Senior Adviser – Workplace Relations Policy

REVISED SUMMARY OF SUBMISSIONS

The revised summary of submissions incorporates changes and renumbering as a result of parties' comments on the draft summary of submissions of 26 April 2016. The blue text reflects Ai Group's understanding of the outcome of discussions between interested parties on 30 August and 7 September 2017.

The revised summary of submissions also includes drafting comments in relation to submission received on the *Clerks—Private Sector Award* plain language exposure draft. A *Clerks—Private Sector Award* revised plain language exposure draft has been prepared and should be read with the revised summary of submissions. Tracked and un-tracked versions of the *Clerks—Private Sector Award* revised plain language exposure draft published on the Commission's website.

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	Group 3 Decision ([2017] FWC FB 3433 at [321] – [328]) addresses Ai Group submission. Parties understand ED will be amended to reflect decision.
2	Ai Group	Sub-1/03/17	2	Definition – clerical work This did not appear in PLED. Also see submissions re: 4.1 at paras 41 – 50.	Para 15 – 16	Definition of clerical work re-inserted at clauses 2 and 4. Parties agree: insert comma after the word 'switchboard' and delete the 'and' after 'switchboard'.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
						Employer parties agree: definition should refer to 'administrative work' as opposed to 'administrative duties'.
3	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	Definition of shiftworker updated at clause 2. Clause 3435 .2 also updated. Linked to item 106. Consideration of whether amended definition is appropriate will depend on resolution of item 106.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
4	Ai Group	Sub-1/03/17	2	<p>Definitions – references to tables 1, 2, 4 - 8</p> <p>Delete ‘Table 1–facilitative provisions’, ‘Table 2–Entitlement to rest breaks’, ‘Table 4–Junior wages’, ‘Table 5–Overtime rates’, ‘Table 6–Penalty rates for shiftwork’, ‘Table 7–Overtime rates for shiftwork’ and ‘Table 8–Period of notice’.</p> <p>Definitions of tables do not serve any identifiable purpose.</p> <p>Definition of Table 8 refers to clause 4.12. Neither 4.12 nor any other provision contains a table labelled table 8. Acknowledge 4.12 is a standard clause. Don’t understand purpose of referring to table 2. Table 8 is not referred to in any other provision of the instrument.</p>	Para 21-24, Para 30-40	<p>Drafter comment: Inclusion of tables in definition clause simplifies references to the tables throughout the award.</p> <p>Parties do not oppose deletion of references from clause 2, as proposed by Ai Group.</p>
	Ai Group	Sub-1/03/17	2	<p>Definitions – reference to table 3</p> <p>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 and 16.4 by deleting reference to ‘Table 3 – Minimum wages’ and replacing it with reference to ‘clause 16.1–Minimum wages’.</p> <p>19.3 should refer to clause 16.</p>	Para 25-29	<p>Drafter comment: Inclusion of tables in definition clause simplifies references to the tables throughout the award.</p> <p>Parties do not oppose Ai Group proposals.</p>

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
5	Ai Group	Sub-1/03/17	4.1	<p>Coverage – 4.1 Amend clause as follows: ‘4.1...(a) private sector employers throughout Australia who engage with <u>respect to their employees</u> 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 Award. May cause confusion regarding coverage.</p> <p>-‘Employee’ is described differently to current award. Not yet apparent whether there is material difference. -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. -Unclear extent employers confined to employment relationship with relevant group of employees. -Clause refers to classification definition of clerical work which did not occur in</p>	Para 41-50, paras 15 - 16	<p>Clause 4.1 updated</p> <p>Parties agree: reference to Schedule A should be deleted from clauses 4.1(a) and (b).</p> <p>Parties agree: clause 4.1(b) could be read as suggesting industry coverage.</p> <p>Ai Group proposal, agreed by other parties: replace (b) with the following:</p> <p>(b) employees of employers described in clause 4.1(a).</p>

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				current award. Ai group may seek to make further submissions on this later.		
	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	Replsub-10/4/17		Matters raised by ABI&NSWBC were dealt with in Ai Group’s February submission at paras 41-50.	Para 6-7	
6	Ai Group	Sub-1/03/17	4.2	<p>Coverage – 4.2 Amend clause as follows: ‘...covered by a modern award that contains clerical and administrative classifications, including any of the following modern awards:’</p> <p>-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.</p>	Para 60, 15 - 16	<p>Clause 2 and clause 4 have been updated.</p> <p>Ai Group: issue resolved by amended definition of clerical work, subject to issue identified at item 2.</p> <p>ASU to consider.</p>
7	ASU	Sub-2/03/17	4	Supports inclusion of ‘administrative work’. Amend clause to read: ‘clerical and/or administrative work’	Para 2	Definition of clerical work at clause 2 updated to include

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	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	administrative work of a clerical nature. Subsumed by item 6.
8	ASU	Sub-2/03/17	4	Removing ‘clerical work’ may create confusion regarding coverage of cash handling.	Para 3	Clerical work definition has been re-inserted.
	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	Same issue as item 2.
9	Ai Group	Sub-1/03/17	4.2	<p>Coverage – 4.2 Amend clause as follows: ‘...covered by a modern award that contains clerical and administrative classifications, including <u>employers covered by any of the following modern awards 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. -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</p>	Para 67	<p>Clause 4.2 updated.</p> <p>Parties agree: amended ED results in exhaustive list of awards that are excluded from coverage of this award.</p> <p>Ai Group proposal, agreed by interested parties: replace the preamble at clause 4.2 with the following:</p>

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				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>4.2 This occupational award does not cover an employer covered by:</p> <p>(a) a modern award that contains clerical classifications with respect to employees covered by that award; and</p> <p>(b) without limiting the generality of clause 4.2(a), the following modern awards with respect to employees covered by the awards: ...</p>
10	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	<p><i>Children's Services Award 2010</i> removed.</p> <p>Parties agree: issue resolved in amended ED.</p>
	Ai Group	Replysub-10/4/17		Ai Group note CCSA's claim has been withdrawn.	Para 10	
	Ai Group	Sub-1/03/17		Clause reference to <i>Children's Services Award 2016</i> may be affected by	Para 68-70	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				submissions relating to that award and the <i>Clerks–Private Sector Award</i> .		
11	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	Paragraph 4.3(a) updated.
	Ai Group	Replysub-10/4/17		Seek guidance from Commission re: manner 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. Commission document identifies it as a “common clause”.	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. Commission document identifies it as a “common clause”.	Para 73	
12	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	Para 75-80	Paragraph 4.4(d) updated. Parties agree: issue resolved by amended ED, however reference to subclause

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				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 employees in circumstances where one or more of its 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).		(a) in amended ED has been deleted. Appears to be a drafting error. Parties agree it should not be deleted.
13	Ai Group	Sub-1/03/17	4.5	Coverage – 4.5 Do not seek to make comment but may wish to at a later stage.	Para 81-82	
14	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	Table formatting error has been corrected.
	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	Parties agree: issue has been resolved in amended ED.
15	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	Table 1 updated. Parties agree: reference to clause 0 in first column should read clause 19.2(b).

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
						Parties agree: issue resolved by amended ED.
16	Business SA	Sub-28/02/17	7.2	Facilitative provisions – table -Clause 2729 .1 referred to in Table 1, however facilitative provision contained in 2729 .1(b), update cross-reference. -Clause 3032 is also referred to as facilitative provision when provision is actually 3032 .1, update cross-reference.	Para 2.2-2.3	Table 1 updated. Parties agree: issue has been resolved in amended ED.
	Ai Group	Sub-1/03/17	7.2	Agree with Business SA, see Replysub-10/4/17 .	Para 91-94	
17	Ai Group	Sub-1/03/17		Third column in Table 1, referring to clause 2729 .1 delete words ‘an individual or’. -Clause only applies to agreement between employer and a majority of employees.	Para 91-94	Table 1 updated. Parties agree: issue has been resolved in amended ED.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
18	Ai Group	Sub-1/03/17	7.2	Clause 3334 4(a) is not facilitative and should be removed from table.	Para 95-96	Drafter comment: The entitlement in 3334 4(a) is dependent on an agreement between an employer and employee. Clause reference has been updated. <i>Parties agree: change proposed by Ai Group should be made.</i>
19	Business SA	Sub-28/02/17	9	Full-time employment Submit that ‘each’ should be replaced with ‘either’.	Para 3.1	Drafting comment: “each” is appropriate.
	Ai Group	Replysub-10/4/17		Do not oppose Business SA proposal.	Para 21	<i>Submission withdrawn by Business SA.</i>
20	ABI&NSWBC	Sub-28/02/17	10.5 – 10.6	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	Parties have requested that clauses be subject of further discussion. <i>Parties agree clause 10.5 should be amended as follows in response to question from the drafter: Changes to the number of hours to be</i>
	Ai Group	Replysub-10/4/17		Supports ABI&NSWBC that clauses 10.5 and 10.6 accurately reflects current award.	Para 22, 25	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	Business SA	Sub-28/02/17		Re-drafted clauses accurately reflect intention of modern award clause.	Para 4.1	worked under clauses 10.4(a) or 10.4(c) must be agreed in writing between the employer and employee.
	Ai Group	Replysub-10/4/17		Supports Business SA submission.	Para 23, 26	
	ASU	Sub-2/03/17		Re-drafted clause accurately reflects intention of current modern award.	Para 4	
	Ai Group	Replysub-10/4/17		Supports ASU submission.	Paras 24, 27	
21	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> <ul style="list-style-type: none"> -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 11.2. -Examples – allowances, meal periods. <p>Clauses do not expressly state they apply differently to full and part-time employees.</p>	Para 97-109	<p>Drafter comment: Wording of current clause is also problematic as not all conditions are pro-rata entitlements. For example: breaks and public holidays.</p> <p>Public holidays and compassionate leave have been deleted from the list of entitlements in clause 10.3.</p>
122	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.</p>	Para 110-118	<p>Clause 10.3 amended.</p> <p>Public holidays and compassionate leave have been deleted</p>

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				-Don't understand effect or purpose of clause. -Concept of "proportionate basis" not relevant to some clauses – eg. Public holidays.		from the list of entitlements in clause 10.3 Parties do not oppose deletion of the clause.
23	Ai Group	Sub-1/03/17	10.4	Part-time employment – 10.4 Amend clause as follows: 'At the time of engaging a part-time employee, the employer <u>and</u> employee must agree in writing with the employee <u>to</u> on all of the following:...' <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>	Para 119-122	Clause 10.4 updated. Parties agree: issue resolved in amended ED.
24	Business SA	Sub-28/02/17	11.1	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.	Para 5.1	Drafter comment: clause 12.1 of current award is unhelpful in defining what a casual employee is. Parties agree: substantive change arises from the ED.
	Ai Group	Replysub-10/4/17		Refer Business SA to original submission which subsumes their concerns regarding clause.	Para 28-29	
	Ai Group	Sub-1/03/17	11.1	Replace clause with clause 12.1 of Award. -Proposed provision strongly opposed. Current clause is a definition.	Para 123-131	Employer parties agree: current definition of casual

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				-Proposed clause requires consideration of 2 other clauses. Unclear how this would apply. -This is substantive change.		employment should be retained. ASU to consider.
25	Ai Group	Sub-1/03/17	11.4	Casual employment – 11.4 <i>In response to question raised by Commission</i> Change proposed unnecessary.	Para 132-133	Agreed.
	ASU	Sub-2/03/17		“An employer must pay a casual employee for a minimum of 3 hours’ 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.	Para 5	Parties agree: no change to ED necessary. Issue is resolved.
	Ai Group	Replysub-10/4/17		Do not disagree with ASU proposal.	Para 30	
26	Ai Group	Sub-1/03/17	12.2	Classifications – 12.2 Do not currently propose to make submissions but may wish to in future. Connected with issues regarding Schedule A.	Para 134	Linked to item 146. Consideration of whether amended is necessary will depend on resolution of item 146.
27	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	Para 4.2	Clause 13 title updated. Amendments have also been made to clause 13.1 and the note under clause 13.1.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				engaged to work the shifts as defined in clause 25’.		Please also see item 3 of this summary of submissions.
	Ai Group	Replysub-10/4/17		Do not consider the confusion alleged in fact arises or that the variation is necessary.	Para 32	Linked to item 106. Consideration of whether amended clause is appropriate will depend on resolution of item 106.
28	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	Drafter comment: cross-reference not necessary.
	Ai Group	Replysub-10/4/17		Believes February submission subsumes Business SA’s concerns. See next item.	Para 34	Subsumed by 29 and as a result, issue resolved.
29	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 (the number of hours prescribed is <i>the</i> number or ordinary hours of work for a full-time employee.	Para 135-140	Clause 13.2 amended. Parties agree: clause is unnecessary and should be deleted.
30	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	Clause 13.3 updated. Parties agree: clause is unnecessary and should be deleted.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
31	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	This matter has come before awards stage full bench in a number of awards. Consideration is deferred until the conclusion of the award stage of the review [2016] FWCFB 7254 at PNs 177 – 190. <i>Parties agree with the above note.</i>
	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	
32	Ai Group	Sub-1/03/17	13.5	Ordinary hours of work – 13.5 Amend clause as follows: '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 to 12.30 pm on Saturday.' -Legal effect deviates from current provision. -'Between' is not inclusive of times – literally means 7.01 – 6.59 etc.	Para 147-151	Drafter comment: do not consider that between is exclusive of 7.00 am or 7.00 pm. <i>Parties do not oppose AiG proposal.</i>

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
33	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 of the spread of a day:’ -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	Clause 13.6 updated. Unnecessary to refer to spread twice. Parties agree: issue resolved in amended ED.
34	Ai Group	Sub-1/03/17	13.6(a)	<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. -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.</p>	Para 159-168	Clause 13.6 updated. Parties agree: issue resolved in amended ED.
	Business SA	Sub-28/02/17	13.6	<p>Legal effect of clause has altered as provision outlines span of hours can be altered by agreement with majority of</p>	Para 6.4	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				employees rather than majority of employees <u>concerned</u> .		
35	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	See award specific submissions below. Subsumed by item 36.
	Ai Group	Replysub-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	Replysub-10/4/17		Do not agree with Business SA submission.	Para 43	
	Ai Group	Replysub-10/4/17		Do not agree with ASU submission for reasons set out in paras 171-186 of February submission.	Para 46-47	
36	Ai Group	Sub-1/03/17	13.7	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	Para 171-186	Clause 13.7 updated.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				<p>applying to the majority of employees in the workplace.’</p> <p>-Application of proposed 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.</p> <p>-Current provision requires employees be working in association with other clauses of employees, whereas ED wording is ‘work closely with.</p> <p>-Argue this narrows scope.</p> <p>- Current cl 25.1(b) applies where the other employees work ordinary hours outside the spread of hours in the clerks’ award. ED alters this application.</p> <p>-ED materially different from current award.</p>		
37	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	Clause 13.7 updated. Subsumed by item 36.
	Ai Group	Replysub-10/4/17		Ai Group submission at paras 171-185 subsumes Business SA’s proposal.	Para 45	
38	Ai Group	Sub-1/03/17	13.7 - example	Ordinary hours of work – 13.7 – example Amend example as follows:	Para 187	Example updated.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				<p>EXAMPLE: Employees An employee 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</u> work 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.</p>		Linked to item 36. Parties agree to consider wording of example once item 36 resolved.
	ASU	Sub-2/03/17		Example posted at PLED clause 25.4(c) reflects the intention of clause 25.1(b).	Para 7	
39	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 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	<p>Drafter comment: meaning is clear.</p> <p>Parties agree clause 13.8 is problematic and should be amended as follows: <u>Ordinary hours are to be worked continuously,</u> ...</p>

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
40	Ai Group	Sub-1/03/17	13.8	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.	Para 192-196	Drafter comment: unclear whether ‘at the discretion of’ in current clause 25.2 applies to hours being worked continuously or the timing of the break. Example from Manufacturing Award deals with the span of hours. ASU to consider.
41	ABI&NSWBC	Sub-28/02/17	13.10	Hours of work – 13.10 Submit ‘the span of’ should be reinserted into clause.	Para 4.6	Drafter comment: meaning is clear.
	Ai Group	Replysub-10/4/17		Do not oppose ABI&NSWBC amendment. Suggest the word ‘spread’ be used in lieu of ‘span’ consistent with clause 27.6 of the Award.	Para 49	Submission withdrawn by ABI and the NSWBC.
42	ABI&NSWBC	Sub-28/02/17	14.2	Rostered days off (employees not engaged in shifts) Amend clause as follows: 14.2(a): “work longer hours each day during the weekly <u>as part of the ordinary hours of duty</u> ”. 14.2(b): “take a day off at some later time in the cycle ”.	Paras 5.1 – 5.3	Clause 14.2 updated. Parties agree: amended ED is problematic and does not resolve issues raised.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				Otherwise clause should be subject to further discussion due to significant changes as part of process.		Parties agree: adopt wording proposed by Ai Group at paragraph 209 of 1 March 2017 submission.
	Ai Group	Replysub-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	Replysub-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> <ul style="list-style-type: none"> -Clause is a new provision. It limits circumstances in which an entitlement to RDO may arise. -Current provision does not mandate implementation of a roster in order for an employee to be entitled to an RDO. -Changes legal effect. -Provision also ambiguous. -If clause included it should not limit manner in which RDO can be afforded to an employee. 	Para 197-209	
43	Ai Group	Sub-1/03/17	14.3	<p>Rostered days off – 14.3 Proposes clause be amended to read: ‘An employee who works on a rostered day</p>	Para 210-214	Clause 14.3 updated.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				<p>off basis over each a-20 day roster cycle is entitled to 12 rostered days off over each 12 month period.'</p> <p>-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.</p>		Parties agree: issued resolved by amended ED.
44	Business SA	Sub-28/02/17	14.6(d)	Rostered days off – 14.6(d) Clause does not accurately reflect current award provisions and results in a substantive change.	Para 7.1	New clause 14.7 inserted.
	Ai Group	Replysub-10/4/17		Agree with Business SA submission and proposal alternate clause which would address concerns	Para 52-53	
45	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	See clause-specific issues below.
	Ai Group	Replysub-10/4/17		Do not agree with ABI&NSWBC submission (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 paras 215 – 244).	Para 54	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
46	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	Clause 15.1 updated. See also change to shiftworker definition at clause 2, and clause 3334 .2. Linked to item 106. Consideration of whether amended definition is appropriate will depend on resolution of item 106.
	Ai Group	Repliesub-10/4/17		Do not consider that the confusion alleged in fact arises.	Para 55-56	
47	Ai Group	Sub-1/03/17	15.2	Breaks – 15.2 Amend clause as follows ‘An employee who is required to work 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	Updated clause 15.2 Parties agree: issue resolved by amended ED.
48	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 required to work the number of hours specified in any one day:’	Para 221-223	Clause 15.2 updated. Parties agree: preamble should be amended.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
						<p>Ai Group proposal, agreed by other parties: replace clause 15.2 with the following:</p> <p>15.2 An employee is entitled to a rest break in accordance with Table 2 – Entitlements to rest break(s) if required to work the specified number of hours on any day: ...</p>
49	Ai Group	Sub-1/03/17	15.2	<p>Breaks – table Proposes to delete headings ‘Column 1 and Column 2’ in table.</p>	Para 224	<p>Column headings are useful.</p> <p>Parties agree: column headings should be deleted if preamble amended as suggested per item 48.</p>
50	Ai Group	Sub-1/03/17	15.2	<p>Proposes to alter wording to ‘<u>More than 3</u> but not...’ in the second row of table 2 under ‘hours worked’.</p> <p>-Entitlement does not arise until >3 hours worked. Has effect of granting entitlement in circumstances it doesn’t arise in current award.</p>	Para 225-229	<p>Table 2 updated.</p> <p>Parties agree: issue resolved by amended ED.</p>

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
51	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	Table 2 updated. Parties agree: issue resolved by amended ED.
52	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’. -As per row 2 submission above.		Table 2 updated. Parties agree: issue resolved by amended ED.
53	Business SA	Sub-28/02/17	15.4	Breaks – 15.4 Note below clause 15.4 does not accurately reflect provisions of award, word ‘should’ has been changed to ‘will’ and this potentially changes the legal effect of the clause. Clause no longer suggests a pattern of breaks, rather mandates it.	Para 8.1	Note updated. Parties agree: issue resolved by amended ED.
	Ai Group	Replysub-10/4/17		Agree note should be amended as outlined by Business SA	Para 58-60	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
54	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	Additional words proposed not necessary. Clause 15.4 updated. <i>Parties agree: Ai Group proposal should be adopted.</i>
55	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	Please refer to reasoning in [2014] FWCFB 9412 . <i>ASU to consider.</i>
	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 expression has been correctly used in the context of the Award.	Pg 2-3	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
56	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	Clause 15.4 updated. Parties agree: issue resolved by amended ED.
57	Ai Group	Sub-1/03/17	16.1	Minimum wages – 16.1 Proposes new preamble to increase clarity: “An employer must pay a full-time employee aged 21 years or older the relevant minimum weekly rate below for ordinary hours of work. A part-time or casual employee aged 21 years or older must be paid the relevant minimum hourly rate below for ordinary hours of work. Clause 16.1 does not apply to employees referred to in clause 16.5 and clause 16.6”. -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	Drafter comment: current drafting is more precise. Parties agree: preamble should be amended. Ai Group proposal: replace clause 16.1 with the following: 16.1 An employer must pay a full-time employee aged 21 years or older the relevant minimum weekly rate specified in Table 3 – Minimum rates for ordinary hours of work. An employer must pay a part-time

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	employee or a casual employee aged 21 years or older the minimum hourly rate specified in Table 3 – Minimum rates for ordinary hours of work. Clause 16.1 does not apply to employees referred to in clauses 17 or 18. Parties to consider.
58	Ai Group	Sub-1/03/17	16.1	Note 2 is not useful or necessary and should be deleted – see submission above. Also inconsistent with plain language drafting guidelines.	Para 251-258	NOTE 2 updated. Parties agree: issue resolved by amended ED.
59	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	Table 3 is defined as the table in clause 16.1. Hyperlink to table has been updated. Parties agree: Ai Group proposal should be adopted.
60	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</u>	Para 260-263	Clause 16.3 updated.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				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.		Parties agree: issue resolved in amended ED.
61	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	Column 2 of Table 4 updated. ASU to consider.
	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. Refers to original February submission (paras 271 – 272).	Para 65-66	
62	Ai Group	Sub-1/03/17	16.4	Change column 2 to read ‘% of minimum hourly rate’ rather than referring to table – reasoning as per 16.1 above.	Para 271-272	Drafter comment: current wording is more flexible and could apply to full-time or part-time employees. ASU to consider.
63	Ai Group	Sub-1/03/17	16.4	Amend clause by deleting ‘Table 3 – Minimum rates’ and replacing with	Para 264	Table 3 is defined as the table in clause 16.1. Hyperlink to

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				'clause 16.1 – Minimum wages' – reasoning as per 16.1 above.		<p>table has been updated.</p> <p>Parties agree: preamble should be amended.</p> <p>Ai Group proposal: replace clause 16.4 with the following:</p> <p>An employer must pay an employee aged 20 years and under the relevant percentage of the appropriate minimum rate contained in clause 16.1 – Minimum rates:</p> <p>ASU to consider.</p>
64	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	<p>Drafter comment: current drafting is more precise.</p> <p>Parties agree: preamble should be amended. See above.</p>

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
65	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	Parties agree: column headings should be deleted if preamble amended as proposed by Ai Group.
66	Ai Group	Sub-1/03/17	17 19.2(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	Clause 17 19.2 updated. Parties agree: issue resolved by amended ED.
67	Ai Group	Sub-1/03/17	17 19.2(b)	Further amend clause to read: ‘The employer and employees may agree to monthly pay period. <u>If such agreement is reached, payment must be made on the basis of 2 weeks in advance and 2 weeks in arrears.</u> -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.	Para 277-282	Clause 17 19.2 updated Parties agree: issue resolved by amended ED, however , update clause reference to read clause 19.2(b).
68	ABI&NSWBC	Sub-28/02/17	17 19.4	Payment of wages under an averaging or banking system – 1719.4	Para 7.1	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				Include 'in accordance with' or 'as set out in' before reference to clause 13.4.		
	Ai Group	Replysub-10/4/17		Outline Ai Group February submission (paras 283 – 291) subsumes ABI&NSWBC's submission.	Para 67-68	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
69	Ai Group	Sub-1/03/17	1719 .4(a) and (b)	<p>1719.4: resume current provisions.</p> <p>1719.5: ‘Where clause 14.6 applies: (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. (b) Employees terminating prior to taking 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.’</p> <p>-ED clause limited in application to day workers and alters legal effect. -Award does not mandate that pay be averaged.</p>	Para 283-291	<p>Clause 1719.4 updated.</p> <p>Suggest clause be the subject of further discussion.</p>

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
70	Ai Group	Sub-1/03/17	1820 .1(a)	<p>Annualised salaries Following clauses should also be referred to in ED:</p> <p>-2325–Rest period after working overtime (employee not engaged on shifts) -2426–Time off instead of payment for overtime (employees not engaged on shifts) -13.10–Make-up time -2729–Ordinary hours of work and rostering for shiftwork -3032–Time off instead of payment for overtime for shiftwork -3433–Rest period after working overtime for shiftwork</p>	Para 292-293	<p>Clause 1820.1 updated.</p> <p>Ai Group: issue resolved by amended ED.</p> <p>ASU to consider.</p>
71	Ai Group	Sub-1/03/17	1921 .2(a)	<p>First aid allowance – 1921.1 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’ -ED makes clear that first aid qualification must be current but does not require that qualifications are appropriate.</p>	Para 294-299	<p>Clause 1921.2 updated.</p> <p>Parties agree: issue resolved in amended ED.</p>

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
72	Ai Group	Sub-1/03/17	1921 .3	<p>Higher duties allowance Delete ‘Table 3–Minimum wages’ and replace with ‘clause 16–Minimum wages’</p> <p>-Reasoning as above.</p>	Para 300	<p>Table 3 is defined as the table in clause 16.1. Hyperlink to table has been updated.</p> <p>Parties agree: ED results in a substantive change. Delete reference to Table 3 and insert ‘this award’.</p>
73	ABI&NSWBC	Sub-28/02/17	1921 .4(d)	<p>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:...’</p>	Para 8.1	<p>Clause 1921.4 updated.</p> <p>Parties agree: issue resolved in amended ED.</p>
	Ai Group	Replysub-10/4/17		Agree with proposed change by ABI&NSWBC.	Para 69-70	
74	Business SA	Sub-28/02/17	1921 .6(a)	<p>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.</p>	Para 10.1	<p>Clause 1921.6 updated.</p> <p>Parties agree: issue resolved in amended ED.</p>

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	Ai Group	Replysub-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 the employer</u> to use their own motor vehicle in performing their duties an allowance of: -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.	Para 301-305	
75	Business SA	Sub-28/02/17	1921 .7(a)(i)	Living away from home allowance Should include wording, ‘the employee is required <u>by the employer</u> to...’ to remain consistent with clause 1921 .7(b)(i).	Para 11.1	Subparagraph 1921 .7(a)(i) updated.
	Ai Group	Replysub-10/4/17		Refers to February submission (paras 306 – 310) that deals with Business SA issue.	Para 73-74	Parties agree: issue resolved in amended ED.
	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	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
76	Ai Group	Sub-1/03/17	19 21.7(a)(ii)	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’ -Meaning of proposed clause is self-evidently different to current award.	Para 311-315	Subparagraph 19 21.7(a)(ii). Parties agree: issue resolved in amended ED.
77	ABI&NSWBC	Sub-28/02/17	24 23	Penalty rates (employees not engaged on shifts) Reference to ‘shifts’ in heading causes confusion.	Para 9.1	Clause 24 23 title updated. Linked to item 106. Consideration of whether amended definition is appropriate will depend on resolution of item 106.
	Ai Group	Repliesub-10/4/17		Do not consider that the confusion alleged by ABI&NSWBC in fact arises.	Para 75-76	
78	Ai Group	Sub-1/03/17	24 23	Penalties - Sunday rates Clause 24 23 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 24 23.3 should be inserted: 24 23.3 Sunday	Para 320	New clause 24 23.3 inserted. Parties agree: issue resolved in amended ED.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				<p>(a) An employer must pay an employee at the rate of 200% of the minimum hourly rate for ordinary hours worked on a Sunday.</p> <p>(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 2123.3 as 2123.4</p>		
79	Ai Group	Sub-1/03/17	2123.2	<p>Penalties – Saturday rates – 2123.2</p> <p>Provision erroneous, amend as follows: ‘An employer must pay an employee at the rate of 125% of the minimum hourly 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’</p> <p>-ED clause does not contemplate a situation where employee performs ordinary hours of work on a Saturday within spread of hours of another award.</p>	Para 321-324	<p>Clause 2123.2 updated.</p> <p>Parties agree: issue resolved by amended ED.</p>
80	ABI&NSWBC	Sub-28/02/17	2123.3 2123.4	<p>Public holidays</p> <p><i>In response to question raised by Commission</i></p> <p>Public holidays better placed in penalty rates clause, re-draft accurately reflects the intention of the current clause.</p>	Para 9.2	<p>Paragraph 2123.4(d) updated.</p> <p>Linked to item 81.</p>

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	Ai Group	Repliesub-10/4/17		Do not agree with ABI&NSWBC (refer to paras 325 – 327 of Feb submission).	Para 77	
81	Ai Group	Sub-1/03/17		Delete clause 2123 .3 in ED and replace clause 3637 .2 with provision provided later in submission. -minimum payment applies to ordinary hours and overtime. - Replication of 2123 .3 under 2224 is not desirable as this may lead to minimum engagement being applied to ordinary hours and overtime e on a public holiday.	Para 337	Paragraph 2123 .4(d) updated. Parties to consider.
82	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	See comments at item 83 below. Linked to item 81.
	Ai Group	Repliesub-10/4/17		Do not agree with ASU submission (refer to paras 325 – 327 of Feb submission).	Para 78	
83	Ai Group	Sub-1/03/17	2123 .3(d) 2123 .4(d)	Penalty rates – 2123.3(d) 2123.4(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> ’ -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.	Para 324-329	Paragraph 2123 .4(d) updated. Linked to item 81.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
84	ABI&NSWBC	Sub-28/02/17	2224	Overtime Reference to shifts in heading causes confusion, suggests changing title as suggested in respect of clause 2123.2 .	Para 10.1	Clause 2224 title updated.
	Ai Group	Repliesub-10/4/17		Do not consider confusion alleged by ABI&NSWBC arises.	Para 79-80	Linked to item 106. Consideration of whether amended definition is appropriate will depend on resolution of item 106.
85	Ai Group	Sub-1/03/17	2224 .1(a)	Overtime – 2224.1(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 : -Reference to 13.4 at 2224 .1(a) is inconsistent with the reference found at 2224 .2 and therefore confusing.	Para 341	Paragraph 2224 .1(a) updated. Parties agree: issue resolved by amended ED.
86	Ai Group	Sub-1/03/17	2224 .1(b)	Overtime – 2224.1(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	Paragraph 2224 .1(b) updated. Parties agree: issue resolved by amended ED.
87	ABI&NSWBC	Sub-28/02/17	2224 .1(c)	Overtime – 2224.1(c) ‘Or’ omitted from clause 2224 .1(c) before ‘as altered’ erroneously.	Para 10.2	Paragraph 2224 .1(c) updated.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
						Subsumed by item 88.
88	Ai Group	Sub-1/03/17	2224 .1(c)	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	Paragraph 2224 .1(c) updated. Parties agree: issue resolved by amended ED.
89	Ai Group	Replysub-10/4/17	2224 .1(c)	Ai Group’s February submission (paras 346 – 349) subsume ABI&NSWBC submission	Paras 81-82	Paragraph 2224 .1(c) updated. Linked to items 87 and 88.
90	Ai Group	Sub-1/03/17	2224 .2	Overtime – 2224.2 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 – Rostered days off or varied in accordance with the relevant clauses of this award.’ -This will ensure legal effect of current award does not change.	Para 350-353	Clause 2224 .2 amended. Parties agree: issue resolved by amended ED.
91	Ai Group	Sub-1/03/17	2224 .4(a)	Payment for working overtime – 2224.4 Amend to include following preamble: ‘An employer must pay an employee the relevant overtime rate prescribed below	Para 354-357	Drafter comment: current drafting is more precise.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				<p>in accordance with clause 2224.1, calculated daily:'</p> <p>-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 work is performed.</p>		<p>Parties agree: preamble should be amended.</p> <p>Ai Group proposal:</p> <p>(a) The relevant overtime rate payable under clause 24.1 is prescribed in Table 5 – Overtime rates, calculated daily</p> <p>Parties to consider.</p>
	Ai Group	Sub-1/03/17	2224 .4(a)	<p>Delete headings 'column 1 and column 2'</p> <p>-Not necessary in light of change sought to preamble.</p>	Para 358	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
92	Ai Group	Sub-1/03/17	2224 .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	Paragraph 2224 .4(b) updated. Drafter comment: The addition of the words ‘ready, willing and’ create an issue as other clauses only refer to ‘available’. See clauses 2123 .3(b), 2123 .4(d), 2628 .3(a) and 29.3. Parties agree: Ai Group proposal should be adopted.
93	Ai Group	Sub-1/03/17	2224 .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 employee is available to work for 4 hours.</u> ’ -Minimum of four hours only applies if employee available to work for four hours.	Para 364-368	Paragraph 2224 .4(c) updated. Parties agree: issue resolved by amended ED.
94	Ai Group	Sub-1/03/17	2224 .4(c)	Payment for working overtime – 2224.4(c) Add to the end of the clause: ‘provided the employee is available to work for 4 hours. Provided further that where clause	Para 369-372	Paragraph 2224 .4(c) updated. Also see updated clause 2123 .3 (re:

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				2123 .3(b) applies, an employee will not be entitled to an additional 4 hour minimum payment under this clause.’ -If new clause 2123 .3 inserted, this amendment becomes necessary to ensure no double minimum payment arises.		double minimum payment issue). ASU to consider.
95	Ai Group	Sub-1/03/17	2224 .5(c)	Return to duty Delete clause 2224 .5(c), new clause 23.5 to read: ‘Overtime worked in the circumstances specified in clause 2224 .5 must not be regarded as overtime for the purposes of this clause.’ -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.	Para 373-380	Paragraph 2224 .5(c) relocated to clause 2325 .5. Parties agree: issue resolved by amended ED.
96	Ai Group	Sub-1/03/17	2325 .3	Rest period after working overtime – 2325.3 Amend clause as follows: ‘Despite clause 2325 .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 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> ’	Para 381-388	Clause 2325 .3 updated. Parties agree: use of ‘shift’ is not useful.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
97	Ai Group	Sub-1/03/17	2325 .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	Paragraph 2325 .3(a) updated. Parties agree: issue resolved by amended ED.
98	Ai Group	Sub-1/03/17	2325 .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 lose pay in relation to the hours that fall during the employee’s 10 hour absence.	Para 392-396	Drafter comment: current wording is clear. ASU proposed wording - ‘ordinary hours they would have worked’. Parties to consider.
99	Business SA	Sub-28/02/17	2325 .4	Rest period after working overtime – 2325.4 Employee should only resume work without a 10 hour consecutive break on instruction by employer.	Para 12.1	Clause 2325 .4 updated. Parties agree: Ai Group proposal should be adopted.
	Ai Group	Sub-1/03/17	2325 .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	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	Ai Group	Replysub-10/4/17		Agree with business SA submission.	Paras 83-84	
100	Ai Group	Sub-1/03/17	2325 .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	Paragraph 2325 .4(c) updated. Parties agree: AiG proposal should be adopted.
101	Ai Group	Sub-1/03/17	2325 .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 released</u> an 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	Paragraph 2325 .4(c) updated. Parties agree: issue resolved by amended ED.
102	Ai Group	Sub-1/03/17	2426 .3(e)	Time off instead of payment for overtime Change to clause alters legal effect, renumber cl. 2426 .3(e) as cl. 2426 .4 and cl. 2426 .4-cl. 2426 .11 should be renumbered as 2426 .5 and 2426 .12.	Para 411-415	Paragraph 2426 .4(e) renumbered as clause 2426 .4. Parties agree: issue resolved by amended ED.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
103	Ai Group	Sub-1/03/17	2426 .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 2426 .9 and 2426 .10.	Para 416-419	Clause 2426 updated. Parties agree: issue resolved by amended ED.
104	ASU	Sub-2/03/17	2527	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	Issue opposed. To be subject of further discussion. ASU to consider.
	Ai Group	Repliesub-10/4/17		Opposes variation sought by ASU. Not a matter that arises from plain language redrafting.	Para 88	
105	Ai Group	Sub-1/03/17	2527 .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 award does not make reference to this.	Para 420-424	Clause 2527 .1 updated. Parties to consider.
106	Ai Group	Sub-1/03/17	2527 .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	Para 425-426	Clause 2527 .1 updated. Clause to be subject to further discussions.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				required to work a shift (or shifts) in accordance with the shift definitions at clause 2527.1 , the terms and conditions prescribed by Part 6 apply.		Parties to consider.
	ASU	Sub-2/03/17		Provisions in clause 2527.1 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	
107	Ai Group	Sub-1/03/17	2527.2	Shiftwork definitions – 2527.2 Amend clause to read: ‘The spread of hours in clause 2527.1 may be altered by up to one hour at either end of the <u>spread shift</u> .’ -Rationale for reference to shift in 2527.2 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	Clause 2527.2 updated. Parties agree: issue resolved by amended ED, however , see missing clause reference to clause 27.1 .
108	Ai Group	Sub-1/03/17	2527.2(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...’	Para 433-441	Paragraph 2527.2(a) updated. Parties agree: issue resolved by amended ED.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				-ED alters meaning by requiring agreement by the majority of all employees, not just of those concerned.		
109	Ai Group	Sub-1/03/17	2527 .2	<i>In response to question raised by Commission</i> Clause 2527 .2 permits an increase to the spread of hours by one hour at both ends	Para 442-443	Issue outstanding. Alteration of the span of hours at either end of the shift has come before awards stage full bench in a number of awards. Consideration deferred until the conclusion of the award stage of the review [2016] FWCFB 7254 at PNs 177 - 190.
	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	Replysub-10/4/17		Does not agree with ASU. Variation giving effect to ASU's interpretation amounts to substantive change to Award.	Para 86	
110	Ai Group	Sub-1/03/17	2628 .1	Penalty rates for shiftwork – 2628.1 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 understand. See reasoning re: other tables above.	Para 444-447	Drafter comment: current drafting is more precise. Parties agree preamble should be amended. Wording to be considered in light of resolution to item 106.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	Ai Group	Sub-1/03/17	2628.1	Remove ‘column 1 and column 2’ -Not necessary in light of variation sought to preamble.	Para 448	
111	ASU	Sub-2/03/17	2628.3	Penalty rates for shiftwork – 2628.3 <i>In response to question raised by Commission</i> Accurately reflects intention of current modern award clause 31.3.	Para 17	See clause-specific submission below
	Ai Group	Replysub-10/4/17	2628.3	Do not agree with ASU submission (see Feb submissions paras 449 – 453).	Para 89	
112	Ai Group	Sub-1/03/17	2628.3(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	Paragraph 2628.3(a) updated. Parties agree: issue resolved by amended ED.
113	Business SA	Sub-28/02/17	2729.1(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	2729.1(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 agreement by the majority of all employees, not just of those concerned.	Para 454-459	Paragraph 2729.1(b) updated.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
114	Ai Group	Sub-1/03/17	2729.3	<p>Ordinary hours of work and rostering for shiftwork Replace clause 2729.3 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. 2729.2. -Preamble limits application to employees who work shifts over a 4 week roster. No constraint in current award. -Provision does not make it clear that maximums apply to a week’s work. -Provision limits the number of shifts that can be worked and a maximum duration of those shifts. -Current clause ambiguous. Ai Group seeks to address ambiguity in proposed amendment.</p>	Para 460-467	<p>Clause 2729.3 updated.</p> <p>Drafter comment: 10 hours is repeated in current award, and has been maintained for clarity.</p>
115	ASU	Sub-2/03/17	2830	<p>Breaks for shiftwork <i>In response to question raised by Commission</i> Re-drafted clause accurately reflects intention of current modern award clauses 2628.1, 2628.2 and 2830.4(f).</p>	Para 19	See clause-specific submissions below.
	Ai Group	Replysub-10/4/17		Does not agree with ASU that clause reflects the intention of current clauses 2628.1 , 2628.2 & 2830.4(f) .	Para 92	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
116	Ai Group	Sub-1/03/17	2830.3	Breaks for shiftwork – 2830.3 Delete clause. Final sentence in current clause 26.1 does not apply to shiftworkers because the clause operates subject to clause 28 (meal breaks for shiftworkers).	Para 468-473	<p>Clause 26.1 of current award says ‘subject to clause 28 (shiftwork)’.</p> <p>There are three elements of the clause (break itself, timing of break, and penalty for late break).</p> <p>Clause 28.4(f) of the current award does not contain a penalty for late break so it is unclear whether the penalty contained in clause 26.1 of the current award applies to shiftworkers.</p> <p>Proposed deletion of PLED clause 28.3 to be subject to further discussion.</p>
117	Ai Group	Sub-1/03/17	2830.4(a)	Paid rest break – 2830.4(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.	Para 468-476	<p>Paragraph 2830.4(a) updated.</p> <p>Parties agree: issue resolved by amended ED.</p>

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				-ED clause could enliven if employee not required to work 3 – 8 ordinary hours (ie. Absent a direction from employer). Amounts to substantive change.		
118	Ai Group	Sub-1/03/17	2830 .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	Paragraph 2830 .4(a) updated. Parties agree: issue resolved by amended ED.
119	Ai Group	Sub-1/03/17	2830 .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 employee is <i>required</i> by employer to work.	Para 482-484	Paragraph 2830 .4(b) updated. Parties agree: issue resolved by amended ED.
120	Ai Group	Sub-1/03/17	2830 .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	Paragraph 2830 .4(b) updated. Parties agree: issue resolved by amended ED.
121	Ai Group	Sub-1/03/17	2931 .1	Overtime for shiftwork – 2931.1 Insert following preamble: 'An employer must pay an employee employed on shifts the following relevant	Para 490-493	Drafter comment: current drafting is more precise.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	Ai Group	Sub-1/03/17	2931 .1	rates if the employee is required to work overtime: Delete ‘column 1’ and ‘column 2’ -See reasoning re other tables above.	Para 494	Parties agree preamble should be amended. Wording to be considered in light of resolution to item 106.
122	Ai Group	Sub-1/03/17	2931 .1	Replace ‘minimum hourly wage’ with ‘minimum hourly rate’ in the interests of consistency with the terminology used elsewhere in the ED.	Para 495-496	Column 2 of Table 7 updated. ASU to consider.
123	Ai Group	Sub-1/03/17	2931 .3	Overtime for shiftwork – 2931.3 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	Clause 2931 .3 updated. ASU to consider.
124	Ai Group	Sub-1/03/17	2931 .3	Add following sub-clause: <u>‘(e) is not entitled to a minimum 4 hour payment under clause 2628.3’</u> -This will prevent double application of minimum payment.	Para 502-505	Clause 2931 .3 updated. Also see updated clause 2628 .3.
125	Ai Group	Sub-1/03/17	2931 .3(b)	Amend clause as follows: 2931 .3... (b) would not have been ordinarily rostered to work that day <u>under clause 2729.3</u> ; and	Para 506-508	Paragraph 2931 .3(b) updated. Ai Group: issue resolved by amended ED.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				-Provision should simply provide for the maximum number of shifts that may be worked in a week. Reasoning as per change proposed to clause 2729 .3.		
126	Ai Group	Sub-1/03/17	3032 .3(e)	Time off instead of payment for overtime for shiftwork – 3032.3(e) Current drafting alters legal effect. Renumber 3032 .3(e) as clause 3032 .4 and clause 3032 .4- 3032 .11 should be renumbered as clause 3032 .5- 3032 .12.	Para 508-513	Paragraph 3032 .3(e) updated. <i>Parties agree: issue resolved by amended ED.</i>
127	Ai Group	Sub-1/03/17	3032 .11	Time off instead of payment for overtime for shiftwork – 3032.11 Remove clause number as it is a note not forming a substantive provision.	Para 514-515	Unable to see error. Please raise issue again if still outstanding. <i>Ai Group submission withdrawn.</i>
128	Ai Group	Sub-1/03/17	3133 .4	Rest period after working overtime for shiftwork – 3133.4 Amend clause as follows: ‘Despite clause 3133 .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 employee’s ordinary work on the next day, due to overtime worked, would be required to start work before having that</u>	Para 516-520	Clause 3133 .4 updated.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				the employee has not had 8 consecutive hours off duty <u>between those times:</u> -Reasoning as per overtime clause sub.		
129	Ai Group	Sub-1/03/17	3133 .4	Reference should be to clause 3133 .3 not 3133 .2. This appears to be a drafting error.	Para 521-522	Cross reference updated. Parties agree: issue resolved by amended ED.
130	Ai Group	Sub-1/03/17	3133 .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' -Consistent with current clause 27.3(a).	Para 523-525	Paragraph 3133 .4(a) updated. Parties agree: issue resolved by amended ED.
131	Ai Group	Sub-1/03/17	3133 .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> '	Para 526-530	Drafter comment: current wording is clear.
132	Ai Group	Sub-1/03/17	3133 .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 3133 .2 all of the following apply:...' -Reasoning as per overtime clause sub.	Para 531-535	Clause 3133 .5 updated.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
133	Ai Group	Sub-1/03/17	31 33.5(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.' -Makes clear that entitlement relates to ordinary hours that would have been worked.	Para 536-539	Paragraph 31 33.5(c) updated. <i>Parties agree: issue resolved by amended ED.</i>
134	Ai Group	Sub-1/03/17	31 33.5(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 an absence during ordinary hours as a result.</u> ' -ED does not specify the period of time over which employee must not suffer loss of pay.	Para 540-544	Drafter comment: current wording is clear
135	Ai Group	Sub-1/03/17	Previously 32	Transport reimbursement for shiftwork - 32 Re-number as clause 19.8. Positioning of this clause in award is important as it interacts with other clauses (e.g. clause 7.1(d) and 17.1(d)..	Para 545-550	Clause 32 moved to clause 19.8. <i>Parties agree: issue resolved by amended ED.</i>
136	Ai Group	Sub-1/03/17	Previously 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	A similar issue arose in relation to the Pharmacy Industry award. Please see [2017] FWCFB 344 PN [204] and [2017] FWCFB 1612 PN [76] – [77].

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
						Issue to be subject of further discussion.
137	Business SA	Sub-28/02/17	Previously 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	See comment at issue 136.
138	Ai Group	Sub-1/03/17	Previously 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	See comment at issue 136.
139	Ai Group	Sub-1/03/17	Previously 32	Note not necessary and should be deleted in light of change sought at item 86.	Para 561	See comment at issue 136.
140	ABI&NSWBC	Sub-28/02/17	3334	Annual Leave – 3334 'Be' has been erroneously included and should be deleted.	Para 11.1	NOTE at clause 3334 updated. Parties agree: issue resolved by amended ED.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	Ai Group	Replusub-10/4/17		Agrees with ABI and NSWBC.	Para 95	
141	Ai Group	Sub-1/03/17	3334 .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	Clause 3334 .3 updated.
142	Ai Group	Sub-1/03/17	3435 .2(b)	Personal/carer’s leave and compassionate leave – 3435 Amend clause as follows: ‘(b) <u>A maximum of 48 hours</u> absence is allowed by right, with additional absence by agreement.’ -Proposed clause does not contemplate employee taking less than 48 hours.	Para 570-573	Paragraph 3435 .2(b) updated.
143	Ai Group	Sub-1/03/17	3637 .1	Public holidays – 3637 Delete ‘entitlements’ from clause. NES addresses more than simply employee entitlements.	Para 574-576	Drafter comment: Terminology is consistent with the NES.
144	Ai Group	Sub-1/03/17	3637 .2	Proposes new 3637 .2 clause wording. -Refer to earlier submissions re clause 21.3.	Para 577-578	
145	Ai Group	Sub-1/03/17	3637 .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.’	Para 579-582	Clause 3637 .3 updated. Current award does not specify agreement between and employer and an individual employee.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				-Ai Group submits their proposal is simpler and easier to understand.		
146	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	Suggest further discussions. <i>Parties agree: redrafting of classification schedule is very problematic and should be replaced with current schedule.</i>
	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	Suggest further discussions.
147	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	A.2.1(b)(ii) has been deleted and a new A.2.1(c) has been inserted. <i>Linked to item 46.</i>

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
148	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	
149	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	
150	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	‘Age’ has been deleted. Parties agree: issue resolved by amended ED.
151	Ai Group	Sub-1/03/17	Schedule B.3.2	Delete column heading ‘day’	Para 631-633	
152	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	Clause reference updated.
153	Business SA	Sub-28/02/17	Schedule I	Definitions Definition of clerical work has been removed, should be reinserted.	Para 16.1	Definition re-inserted at clause 2.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
						Linked to item 2. Same issue and resolution.
	Ai Group	Replysub-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	See re-drafted clauses 2 and 4.
154	Ai Group		34.3	Clause title should remain “annual leave loading”. Term commonly used in other modern awards and is well known and understood by employers and employees. Further, change to title creates substantive changes (e.g. interaction with model flexibility clause).		Parties agree: clause should be titled “Annual leave loading”.
155	Ai Group		2	Definition of minimum hourly rate is problematic given new clauses 17 and 18		

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