

REVISED SUMMARY OF SUBMISSIONS

This table is a summary of submissions lodged in response to the Full Bench statement [\[2017\] FWCFB 4239](#) of 17 August 2017 and to the Full Bench statement [\[2017\] FWCFB 6487](#) of 6 December 2017. It incorporates changes resulting from the [hearing](#) held on 17 November 2017, the [conference](#) held on 19 December 2017 and the [conference](#) held on 25 January 2018 – updated 5 February 2018

ITEM	PARTY	DOCUMENT	CLAUSE	SUMMARY OF ISSUE	REF.	NOTES
1.	AIG	Sub-15Sep2017	20.1	<p>Tool and Employee Protection allowance</p> <ul style="list-style-type: none"> • Opposes 20.1(b) of the Full Bench's provisional clause – submits wording extends entitlement. -refers to the phrase 'other employee' • Opposes proposed phrase in 20.1(b) 'any other tools...required for the performance of work' and 'any tools...required for the performance of work' as it extends the entitlement to tools that would ordinarily be provided by the employee • Submits that risks may arise as there is no definition of 'standard tools' 	Paras 4-7	OUTSTANDING
	AWU	Sub-15Sep2017		<ul style="list-style-type: none"> • Submits that reimbursement for mess personnel for laundry costs at 20.1(b)(vi) of current award is not reflected in the Full Bench's provisional clause • Proposes inserting the existing provision as a new clause 	Paras 4-5	
	CFMEU – C&G	Sub-15Sep2017		<ul style="list-style-type: none"> • Accepts generally the Full Bench's proposed amendment to 20.1 • Opposes deletion of wording from 20.1(b)(vi) regarding mess personnel • Opposes deletion of reimbursement of x-rays for refractory workers and maintains position propose in sub-22Jun2017 at paras 7-8 • Proposes deleting 20.1(e) and amending 20.1(d) to remove the words 'other than refractory bricklayers'. • Submits that a separate provision for refractory bricklayers is unnecessary 	Paras 7-11	
	HIA	Sub-15Sep2017		<ul style="list-style-type: none"> • Supports generally the Full Bench's provisional clause re tool and protection allowance • Maintains position of sub-02Dec2016 at para 5 that tool and employee protection allowance 'is an expense related allowance' and is only payable when the expense is incurred by the employee • Submits that if wording 'required for the performance of work' is adopted and the tool list is removed, employee must be obligated to discuss potential tool purchases and provide proof of purchase • Supports removal of 20.1(d)(iii) • Notes amounts of allowances in statements differ from current award 	Paras 1.1.3-2.1.10	
	AMWU	Sub-18Sep2017		<ul style="list-style-type: none"> • Supports CFMEU & AWU submissions 	Paras 3-4	

ITEM	PARTY	DOCUMENT	CLAUSE	SUMMARY OF ISSUE	REF.	NOTES
	Master Builders	Sub-19Sep2017		<ul style="list-style-type: none"> Proposes amendments to 20.1(b) of the Full Bench's provisional clause: Recommends removing the phrase 'any other employee' and inserting the phrase: '<i>conventionally or commonly associated with the performance of work</i>' Submits that 20.1(c) be redrafted to reflect common types of equipment supplied by tradespeople Submits that 20.1 (d) should include notation that allowance is not payable in circumstances where employer supplies safety boots and to ensure consistency with 20.1(e) 	Paras 2.2 – 2.6	
	CCF	Sub- 29Sep2017		<ul style="list-style-type: none"> Supports amendment to 20.1(a) which clarifies that allowance is '<i>in recognition of the maintenance and provision of the standard tools of trade</i>' Opposes change to 20.1(b) & 20.1(c) which make employer obliged to reimburse for all tools not specified Submits that proposed wording '<i>required for the safe performance of work</i>' is overly broad and may lead to disputes – enterprise agreements could cover additional tools/clothing that are required 	Paras 2.1-2.6	
	Master Builders	Transcript – 17Nov2017		<ul style="list-style-type: none"> Opposes use of the phrase '<i>standard tools of trade</i>' Submits 20.1(b) of the Full Bench's provisional clause could be misconstrued to expand eligibility beyond trades people. Submits that draft clause in Master Builders' sub-19Sep2017 is better able to accommodate industry practices refers to proposed rewording: '<i>not conventionally or commonly associated</i>' Submits that general construction and refractory work are distinct and result in different levels of wear and tear on boots - opposes CFMEU's proposal to amalgamate allowances. 	Paras PN21-32 Para PN30	
	HIA	Transcript – 17Nov2017		<ul style="list-style-type: none"> Refers to position outlined in sub-15Sep2017 – concerned that that proposed wording in 20.1(b) may lead to disputes over reimbursement Agrees with Master Buildings that '<i>any other employee</i>' in 20.1(b) broadens the application of the clause Insertion of the words '<i>if there is agreement</i>' at 20.1(b)(ii) may avoid disputes over reimbursements for unnecessarily costly equipment 	Paras PN76-106	
	CCF	Transcript – 17Nov2017		<ul style="list-style-type: none"> Concerned that removal of list in current award 20.(b)(i)-(viii) may cause uncertainty – reaffirms position outlined in sub- 29Sep2017 	Paras PN109-111	

ITEM	PARTY	DOCUMENT	CLAUSE	SUMMARY OF ISSUE	REF.	NOTES
	AIG	Transcript – 17Nov2017		<ul style="list-style-type: none"> Agrees with Master Buildings that ‘<i>any other employee</i>’ in 20.1(b) broadens the application of the clause Submits that list at 20.(b)(i)-(viii) of current award be retained in some form- for example, an appendix may provide clarity and reduce risk of disputes 	Paras PN122-133	
	CFMEU C&G	Transcript – 17Nov2017		<ul style="list-style-type: none"> Refers to position outlined in sub-15Sep2017, re ex-ray allowance and concern that Full Bench’s proposed clause removes laundering of clothing allowance for mess personnel – (20.1(b)(vi) of current award) Submits there is no difference in wear and tear between the refractory and general construction employee categories and that the Full Bench’s proposed 20.1(d) should apply to all employees Submits that 20.1(b)(vi) of current award which requires employers to launder mess personnel’s clothing should be retained Submits that a definition of ‘<i>standard tools of trades</i>’ is easily determined by examining training documents Opposes Master Builder’s interpretation of 20.1(b) Suggests list at 20.(b)(i)-(viii) may be a means of providing clarity on scope of tool allowance 	PN135-219	
	AWU	Transcript – 17Nov2017		<ul style="list-style-type: none"> Supports the submissions of the CFMEU – opposes removal of 20.1(b)(vi) re mess personnel 	PN225-247	
	AMWU	Transcript – 17Nov2017		<ul style="list-style-type: none"> Opposes removing occupational specific provisions in favour of general safety net provisions Agrees with CFMEU and AWU submissions Opposes any position that shifts the cost of tools onto award reliant employees 	PN251-255	
	CFMEU C&G	Draft-allowances-22Dec2017		<ul style="list-style-type: none"> Proposes varying 20.1(d) to include the words ‘<i>will either supply the boots</i>’ Proposes inserting new clause 20.1 (e) – ‘<i>An employer must reimburse an employee for an x-ray once every six months, if requested by an employee engaged in refractory brickwork. Such x-rays may be taken during working hours and count as time worked.</i>’ Proposes inserting new clause 20.1 (f) – ‘<i>Mess personnel will be reimbursed for the cost of purchasing at least three sets of appropriate clothing which will be laundered and maintained by the employer. These items will include shorts, shirts, trousers, aprons and</i> 	Page 1-5	

ITEM	PARTY	DOCUMENT	CLAUSE	SUMMARY OF ISSUE	REF.	NOTES
				<i>caps. The provisions of this subclause do not apply where the items of clothing are provided free of charge by the employer. The items will remain the property of the employer.'</i>		
	CFMEU C&G	Transcript – 25Jan2018		<ul style="list-style-type: none"> Reiterates position re mess and ex-ray allowance in draft-allowances-22Dec2017 	PN17	
2.	HIA	Sub-15Sep2017	21-22	<p>Reordering of expense and skill allowance Clauses</p> <ul style="list-style-type: none"> Agrees with Full Bench that allowances section requires review and reorganisation Opposes approach that would see residential construction sector encompassing both cottage construction and multi-unit apartment buildings 	Paras 2.2.10	OUTSTANDING
	Master Builders	Sub-19Sep2017		<ul style="list-style-type: none"> Supports grouping of allowances by skill, disability and expense and for them to be re-ordered in accordance with applicable sectors Opposes creation of sub-industry or sector specific groupings Proposes system of grouping allowances at attachment 	Para 3.9	See Full Bench provisional view that skills allowances should be reordered – [2017] FWCFB 6487
	CCF	Sub-29Sep2017		<ul style="list-style-type: none"> Supports reordering of allowances as per Full Bench statement Acknowledges there are differing views as to the grouping - suggests matter be addressed at a conference 	Para 3.1	
	CFMEU – C&G	Transcript – 17Nov2017		<ul style="list-style-type: none"> Disagrees with CFF’s interpretation of [2015] FCAFC 131 at [15] re distinction between residential and commercial construction 	PN389	
	AWU	Transcript – 17Nov2017		<ul style="list-style-type: none"> Opposes creating different rates for civil and commercial construction 	PN446-450	
	Master Builders	Transcript – 17Nov2017		<ul style="list-style-type: none"> Agrees with proposal to group allowances by categories of skill, disability and expense Submits that pile driving, dual lift, stonemason’s cutting tools and second-hand timber allowances have been incorrectly categorised 	PN269 & 280	
	HIA	Transcript – 17Nov2017		<ul style="list-style-type: none"> Supports reordering of allowances as per paragraph 4 of statement – notes different opinions regarding categorisation of allowances Supports a sector by sector categorisation of allowances - see sub-15Sep2017 at 2.2.10 	PN290-293 & 313	
	CCF	Transcript – 17Nov2017		<ul style="list-style-type: none"> Supports reordering of allowances as per paragraph 4 of Full Bench statement 	PN344	

ITEM	PARTY	DOCUMENT	CLAUSE	SUMMARY OF ISSUE	REF.	NOTES
	AIG	Transcript – 17Nov2017		<ul style="list-style-type: none"> Agrees with proposal to group allowances by categories of skill, disability and expense 	PN346	
	CFMEU – C&G & CEPU	Transcript- 19Dec2017		<ul style="list-style-type: none"> Refers to list of allowances at [2017] FWCFB 4239 of 17 August 2017. Submits that carpenter diver allowance, certificate allowance is a skills allowance Submits that spray application allowance is a disability allowance Submits that carpenter diver allowance, electricians license and in charge of plant allowances are all-purpose skills allowances. Opposes separating residential from commercial allowances 	PN25-46, 282	
	Master Builders	Transcript- 19Dec2017		<ul style="list-style-type: none"> Submits that stonemasons' cutting tools and second hand timber allowances are expense allowances Submits that wording in following allowance clauses is outmoded: explosive power tools, slushing and asbestos 	PN57, 72	
	HIA	Transcript- 19Dec2017		<ul style="list-style-type: none"> Agrees with Master Builders that stonemasons' cutting tools and second hand timber allowances are expense allowances Opposes Full Bench's definition of Residential Building Construction in 6 December 2017 Statement 	PN62, 252	
	CFMEU C&G	Draft-allowances- 22Dec2017		<ul style="list-style-type: none"> Proposes draft allowance clauses- reorders allowances into skills, disability and expense categories 	11-23	
	HIA	Sub-22Jan18		<ul style="list-style-type: none"> Submits that both Living Away from Home Allowance, Fares and Travel allowance should remain stand-alone allowance and not form part of the proposed categorisation as per [2017] FWCFB 6487 	Page 1	
	AIG	Sub-23Jan18		<ul style="list-style-type: none"> Agrees with CFMEU's categorisation of allowances 	Page 2.	
	AMWU	Transcript- 25Jan2018		<ul style="list-style-type: none"> Agrees with CFMEU's categorisation of allowances 	PN62	
	Master Builders	Transcript- 25Jan2018		<ul style="list-style-type: none"> Generally agrees with CFMEU's categorisation of allowances – submits that timber allowance is a disability allowance rather than an expense allowance 	PN65	
	Master Builders	Draft-allowances- 25Jan18		<ul style="list-style-type: none"> Proposes categorisation of on-site award allowances – document adopts existing award provisions and structures allowances according to conference discussions 	Pages 2, 3-26	

ITEM	PARTY	DOCUMENT	CLAUSE	SUMMARY OF ISSUE	REF.	NOTES
3.	AIG	Sub-15Sep2017	21-22	<p>Site and general wage related allowances – Abolition of Disability and other Allowances</p> <ul style="list-style-type: none"> • Accepts categorisation of allowance as expense, disability and skill allowances • Opposes abolishing disability allowance and submits increase in industry allowance will create substantial cost for employers. • Submits that allowances be allocated on the basis of specific disabilities/other express criteria. 	Paras 8-10	<p>OUTSTANDING</p> <p>See Full Bench provisional view that disability allowances should be abolished and replaced by adjusted industry allowances – persuaded that lift industry allowance be retained [2017] FWCFB 6487 at [4]</p>
	AWU	Sub-15Sep2017		<ul style="list-style-type: none"> • Accept goal of simplifying Award by replacing some allowances with an increased industry allowance • Oppose creating different industry allowances for different sectors • Propose Commission facilitating conferences to discuss simplification process • Submit 4.10(b) of current award contains most appropriate definition of the civil construction sector • Submit industry allowance should be increased without employees overall being disadvantaged by simplification process • Submit 22.2 (b)(ii) and 22.4(b) (iii) be retained. 	Paras 6-9	
	CFMEU – C&G	Sub-15Sep2017		<ul style="list-style-type: none"> • Accepts proposed categorisation of allowances; • Submits, however, that certain allowances have been incorrectly categorised, i.e: clauses 21.4(e), 22.2(u) and 22.2(v). • Oppose having separate industry allowances for different sectors • Submits practice of having one rate of industry allowance should continue • Proposes agreement between parties to pay a consolidated disability allowance in lieu of special rates except for specific situations listed 	Paras 12-25	
	HIA	Sub-15Sep2017		<ul style="list-style-type: none"> • Opposes abolition of disability allowance on the basis that it would substantially increase costs for employers 	Paras 2.2.11-15	
	AMWU	Sub-18Sep2017		<ul style="list-style-type: none"> • Opposes abolition of the lift industry allowance 	Paras 5-41	
	Master Builders	Sub-19Sep2017		<ul style="list-style-type: none"> • Oppose proposal to abolish disability allowance and increasing the industry allowance • Submits industry allowance already compensates for general disabilities associated with construction work 	Paras 3.3	
	CCF	Sub-29Sep2017		<ul style="list-style-type: none"> • Rejects proposal to abolish disability allowance as this would prevent employers from compensating for difficulty or discomfort – refers to [2015] FCAFC 131 at [15] 	Paras 3.2-3.6	

ITEM	PARTY	DOCUMENT	CLAUSE	SUMMARY OF ISSUE	REF.	NOTES
				<ul style="list-style-type: none"> • Submit allowance should be tailored to suit specific industry needs • Suggests parties participate in conference to resolve issue 		
	Master Builders	Transcript – 17Nov2017		<ul style="list-style-type: none"> • Opposes abolition of disability allowance in lieu of an increase to the industry allowance – refers to sub-19Sep2017. Opposes establishment of an industry allowance that differs by subsector Opposes CFMEU’s proposal to pay consolidated disability allowance 	PN257-288	
	HIA	Transcript – 17Nov2017		<ul style="list-style-type: none"> • Opposes abolition of disability allowance in lieu of an increase to the industry allowance on the basis that the industry allowance is an all-purpose allowance while most of the disability allowances are not, meaning that the change would result in an increase in the all-purpose rate of pay 	PN296-342	
	CCF	Transcript – 17Nov2017		<ul style="list-style-type: none"> • Opposes rolling up disability allowances into an increased industry allowance 	PN344	
	AIG	Transcript – 17Nov2017		<ul style="list-style-type: none"> • Opposes rolling up disability allowances into an increased industry allowance – submits employers would pay more in the end if they were unable to individuate disability allowances 	PN346-385	
	CFMEU – C&G	Transcript – 17Nov2017		<ul style="list-style-type: none"> • Refers to proposal to increase industry allowance sub-15Sep2017 at para 24 and explains calculation 	PN389	
	AWU	Transcript – 17Nov2017		<ul style="list-style-type: none"> • Supports the CFMEU’s position – endorses having a single, rolled up industry allowance 	PN446-450	
	AMWU	Transcript – 17Nov2017		<ul style="list-style-type: none"> • Supports CFMEU and AWU positions.Opposes abolition of lift industry allowance – cites longstanding history of allowance in pre-reform awards 	PN452-494	
	ETUA	Sub-18Dec2017		<ul style="list-style-type: none"> • Supports position of the Full Bench. Supports AMWU opposition to abolishing the lift industry allowance Opposes categorisation of allowances and sectorial definitions for industry allowances that would negatively impact work and supports AMWU and CFMEU positions 	Paras 3-6	
	CFMEU C&G	Draft-allowances-22Dec2017		<ul style="list-style-type: none"> • Proposes alternative clause for mobile cranes capacity adjustment formula 	P. 8	
	HIA	Sub-22Jan18		<ul style="list-style-type: none"> • Submits that clause 21.1 Special allowance is not an expense related allowance • Does not opposed FWC’s proposal to deal with Refractory, Furnace or Acid work allowances in one provision, submits however that characterisation of ‘Furnace Work’ and ‘Acid Work’ must be maintained. 	Page 1	

ITEM	PARTY	DOCUMENT	CLAUSE	SUMMARY OF ISSUE	REF.	NOTES
3A	AMWU	Sub-21Dec2017	19-22	<p>Characterisation of allowances as payable for ‘all purposes’</p> <ul style="list-style-type: none"> Submits that air-conditioning allowances at 21.11 of the award are paid for all purposes. Cites 19.3(b) of the award as supportive of position and refers to pre-reform award’s categorisation of air-conditioning allowances as paid for all purposes Proposes following wording to be added to 21.11: “<i>This amount will be will be regarded as part of the ordinary time hourly rate for all purposes of the award.</i>” Proposes 21.11 be listed in clause 19.3(a)(ii) 	Paras 5-12 & 13-15	OUTSTANDING
	CFMEU – C&G & CEPU	Transcript-19Dec2017		<ul style="list-style-type: none"> Refers to list of allowances at [2017] FWCFB 4239 of 17 August 2017. Submits that carpenter diver allowance, electricians license and in charge of plant allowances are all-purpose skills allowances. Submits that factory furnace, acid work, hydraulic hammer, underground and lift industry allowances are all purpose allowances Submits that air-conditioning and refrigerator allowances and in charge of plant are payable for all purposes. 	PN47,83-92, 120, 145, 188	
	AMWU	Transcript-19Dec2017		<ul style="list-style-type: none"> Submits that air-conditioning allowance is payable for all purposes based on the pre-reform award 	PN237	
	HIA	Transcript-19Dec2017		<ul style="list-style-type: none"> Possible HIA dispute over whether charge of plant allowance is an all-purpose allowance Opposes CFMEU’s view that air-conditioning and refrigerator allowances are payable for all purposes 	PN56	
	Master Builders	Transcript-19Dec2017		<ul style="list-style-type: none"> Agrees that electricians licence allowance is all purpose Disagrees that -conditioning and in charge of plant are payable for all purposes 	PN57	
	AIG	Transcript-19Dec2017		<ul style="list-style-type: none"> Opposes CFMEU’s view that air-conditioning and refrigerator allowances are payable for all purposes 	PN155	
	Master Builders	Sub-16Jan2018		<ul style="list-style-type: none"> Submits that mobile cranes capacity adjustment formula at clause 19.5 should not be payable for all purposes. Application to vary lodged. Submits that 19.5 is a composite allowance and is only payable once applicable test has taken place. Submits that the word ‘weekly’ does not indicate allowance is payable for all purposes Submits that 21.11 (air-con and refrigeration allowance) is not identified as payable for all purposes and is payable in lieu of a series of other disability allowances. Refers to [2012] FWAFB 10080 where 21.11 was characterised as a disability allowance. 	Pages 1-2.	

ITEM	PARTY	DOCUMENT	CLAUSE	SUMMARY OF ISSUE	REF.	NOTES
	HIA	Sub-22Jan18		<ul style="list-style-type: none"> Opposes insertion of the words ‘for all purposes of the award’ at proposed clause 21.3(b), 21.4 and 23.5 	Page 1.	
	CFMEU – C&G	Sub-22Jan2018		<ul style="list-style-type: none"> Proposes varying the mobile cranes capacity adjustment formula and submits that lift capacity at 19.5 should be increased from 100 to 220 tonnes. Opposes Master Builder’s characterisation of 19.5 as a disability allowance. Maintains clause 19.5 refers to a skill related allowance – cites crane training manual. Notes that 19.5 is contained in clause 19- Minimum wages. Submits that mobile cranes capacity adjustment formula reflects pre-reform award calculations Submits that 19.5 is an allowance payable for all purposes Opposes Master Builders proposal in sub-2Dec16 to insert the following: 19.5.2 ‘the weekly rate, inclusive of the mobile crane capacity adjustment formula is calculated as an hourly rate in accordance with clause 13.2’ Opposes Master Builder’s assertion that mobile crane operators can be engaged on a daily hire basis- refers to clause 11 	Paras 4-6 13-14	
	AMWU	Sub-22Jan18		<ul style="list-style-type: none"> Refers to previous submissions (sub-15Sep2017) Opposes Master Builder’s assertion that an allowance which is paid in lieu of disability allowances that are not all purpose, cannot be paid for all purposes Opposes Master Builder’s view that air-conditioning and refrigeration allowances are only paid in lieu of disability allowances 	Page. 2-4	
	AIG	Sub-23Jan2018		<ul style="list-style-type: none"> Submits, contrary to AMWU’s position, that clause 21.11 is not an all-purpose allowance. Submits that a reading of clause 19.3(b) demonstrates that 21.11 is not an all-purpose allowance. 	Page 1.	
	CFMEU C&G	Transcript – 25Jan2018		<ul style="list-style-type: none"> Refers to draft allowance clause in draft-allowances-(see sub-22Dec2017) Proposes rewriting mobile crane capacity adjustment to apply only to cranes above 220 tonnes 	PN20, 142	
	HIA	Transcript – 25Jan2018		<ul style="list-style-type: none"> Refers to previous position (sub-22Jan18) re special allowance, living away from home and submits these should distinct – however, broadly agrees with CFMEU’s classification 	PN36	

ITEM	PARTY	DOCUMENT	CLAUSE	SUMMARY OF ISSUE	REF.	NOTES
4.	Master Builders	Transcript – 17Nov2017	22	<p>Special Rates</p> <ul style="list-style-type: none"> Submits that dirty work allowance also appears in general disability allowance which may result in ‘double dipping’ if Full Bench’s proposed terms are adopted Submits greater clarity the meaning of ‘dirty work’ 	PN257-288	See Full Bench provisional view [2017] FWCFB 6487 at [4]
	Master Builders	Transcript- 19Dec2017		<ul style="list-style-type: none"> Submits that explosive power tools, slushing and asbestos allowances are outmoded and should be varied Submits that 22.2(f) – special work is outmoded and should be deleted 	PN72	
5.	AIG	Sub-15Sep2017	24.1	<p>Qualification (Living Away from Home Allowance)</p> <ul style="list-style-type: none"> Accepts proposed clause without objection 	Para 16	OUTSTANDING
	AMWU	Sub-18Sep2017		<ul style="list-style-type: none"> Supports CFMEU & AWU submissions 	Paras 3-4	
	Master Builders	Sub-19Sep2017		<ul style="list-style-type: none"> Acknowledges that redrafted provision is less complex than existing provision Submits issue must be addressed to conform with Modern Awards Objective and intent of Award provisions – refers to redrafted clause at attachment B 	Para 4.2	
	Master Builders	Transcript – 17Nov2017		<ul style="list-style-type: none"> Relies on previous submissions (sub-19Sep2017) 		
	AIG	Transcript – 17Nov2017		<ul style="list-style-type: none"> Agrees with Masters Builders redraft at attachment B of Sub-19Sep2017 or a variation 	PN512	
6.	HIA	Sub-15Sep2017	24.2	<p>Employee’s address</p> <ul style="list-style-type: none"> Opposes proposed changes that would see additional requirements place on employers to take reasonable steps to verify an employee’s address, require employers to pay the allowance even if the employee provided the wrong address but the employer failed to take reasonable steps to verify the address, or entitle an employee who subsequently changes their address to claim the allowance 	Para 2.3.1	OUTSTANDING
	CFMEU C&G	Sub-15Sep2017		<p>Submits that the proposed 24.1 and 24.2 would be acceptable if the following words were added to 24.2(a): ‘An employer must not exercise undue influence for the purpose of avoiding the obligations under this clause, in persuading an existing employee to give a false address’.</p>	Para 32	

ITEM	PARTY	DOCUMENT	CLAUSE	SUMMARY OF ISSUE	REF.	NOTES
	Master Builders	Sub-19Sep2017		<ul style="list-style-type: none"> Submit the redrafted provision places onus on employee to provide address, without obligation to provide correct information. Instead, onus is on employer to take reasonable steps to verify while employer has limited capacity to do so Submit 24.2(b) prohibits employer from investigating validity of documents, creating situation where the employer is unable to establish a document is fraudulent Opposes deletion of existing 24.2(b) and removal requirement that employer agree to change. Submit 24.2 (c) be amended to require employee evidence of address to receive allowance. 	Paras 4.3-4.6	
	CCF	Sub-29Sep2017		<ul style="list-style-type: none"> Reject proposal to delete 24.1(b) and amend 24.2 and submit this would reverse obligation in regard to LAFHA, placing onus on employer 	Paras 4.1-4.4	
	Master Builders	Transcript – 17Nov2017		<ul style="list-style-type: none"> Opposes onus being placed on employers to verify employee’s address – refers alternative drafting clause in attachment B of sub-19Sep2017 	PN500	
	AIG	Transcript – 17Nov2017		<ul style="list-style-type: none"> Opposes CFMEU’s inclusion of the words ‘<i>undue influence</i>’ – submits the inclusion of the phrase is unnecessary – submits if adopted, employer should be bound to a fraudulent standard 	PN512	
7.	CFMEU C&G	Sub-15Sep2017	24.3	<p>Entitlements</p> <ul style="list-style-type: none"> Opposes the Full Bench proposal as it does not address initial submissions in regard to issue of single room accommodation, internet, phone access, modelling in camps Opposes to wording ‘<i>community living standards having regard to the location in which the work is performed</i>’ Submits that draft clause by CFMEU is more appropriate 	Para 31-33	OUTSTANDING
	HIA	Sub-15Sep2017		<ul style="list-style-type: none"> Agrees with approach outlined by Full Bench 	Para 2.3.2	
	AWU	Sub-15Sep2017		<ul style="list-style-type: none"> Supports amendments proposed by CFMEU Concerned that ‘<i>community living standards having regard to the location in which the work is performed</i>’ is not an appropriate reference point for accommodation requirements Proposes alternative wording: ‘<i>Any accommodation provided under paragraph (a) must be in accordance with contemporary living standards taking account of limitations arising from the location in which work is performed and must include reasonable washing, laundry, recreational, kitchen, external lighting, communications and fire protection facilities.</i>’ 	Paras 10-12	

ITEM	PARTY	DOCUMENT	CLAUSE	SUMMARY OF ISSUE	REF.	NOTES
	Master Builders	Sub-19Sep2017		<ul style="list-style-type: none"> Proposes that clause 24.3(a) (i) provided in Statement be redrafted to require employee to satisfy employer that amount has been reasonably incurred Propose inclusion of 'or' between 24.3(a)(i) and (ii) 	Paras 4.9-4.10	
	CCF	Sub-29Sep2017		<ul style="list-style-type: none"> Support removal of the weekly rate and specifying a daily rate Proposes alternatives that including paying LAFHA or the greater amount (subject to employer's satisfaction), providing accommodation and 3 meals per day or provide accommodation and reimburse for all reasonable meals per day Support proposed amendment to 24.3(b) 	Paras 4.5-4.8	
	Master Builders	Transcript – 17Nov2017		<ul style="list-style-type: none"> Opposes CFMEU's interpretation of 'contemporary community living standards' and proposes retaining the phrase 'no subsequent change of address will entitle an employee to the provisions of this clause unless an employer agrees' 	PN500	
	AIG	Transcript – 17Nov2017		<ul style="list-style-type: none"> Agrees with Master Builder's approach Opposes the AWU's proposed wording in their sub-15Sep2017 	PN512-513	
	AWU	Transcript – 17Nov2017		<ul style="list-style-type: none"> Supports CFMEU's position – refers to proposed rewording in submissions (sub-15Sep2017 at para 12) Submits that living conditions may vary greatly in remote locations 	PN519-533	
	AMWU	Transcript – 17Nov2017		<ul style="list-style-type: none"> Agrees with CFMEU's and AWU's position 	PN537	
8.	AIG	Sub-15Sep2017	33	<p>Hours of Work</p> <ul style="list-style-type: none"> Submits proposed 33(v) is onerous upon employers and results in loss of flexibility, particularly in cases of delays/emergencies Additional requirement is unnecessary and overly restrictive 	Paras 17-18	OUTSTANDING
	AWU	Sub-15Sep2017		<ul style="list-style-type: none"> Opposes deletion of fourth Monday in each four-week cycle as default RDO Opposes change to 33(a)(v)(B) on the basis that it does not refer to an employee receiving an alternative RDO/being pay accrued RDO Reiterates support for wording believed to have been agreed between parties Submit that 33(d)(iv)(C) contains an error. Proposes deleted the word 'except' 	Paras 13-24	

ITEM	PARTY	DOCUMENT	CLAUSE	SUMMARY OF ISSUE	REF.	NOTES
	CFMEU C&G	Sub-15Sep2017		<ul style="list-style-type: none"> • Opposes proposed clause • Submit proposed clause removes certainty as to when RDO's are to be taken and reduce the ability of employees to plan ahead • Submits the proposed change gives absolute power to employers to determine when RDO's are to be taken • Submits clause fails to address what happens to accrued entitlements when an employee is required to work on an RDO 	Paras 34-35	
	HIA	Sub-15Sep2017		<ul style="list-style-type: none"> • Maintain position outlined in sub-02Dec2016 at section 8 and supports provisional view if provisions are inserted enabling employers to choose whether to fix one day in the cycle for all employees to take an RDO or to roster employees to take their RDO on different days during the cycle; and provisions are inserted enabling the banking of RDO's • Opposes deletion of clause 33.1(vii) on the basis this would have a negative impact upon workplace flexibility, productivity and would increase the regulatory burden for employers • Support deletion of 33.1(a)(ii) • Submit that words in parenthesis at 33(a) should be deleted unless an 'averaging of hours' system akin to that proposed by HIA is adopted • Submits 33(a) (iii) should not create onerous obligation to publish a roster. Further, submits there is uncertainty regarding the meaning of 'published' • Submit the requirement under 33(a) (iii) should not apply where the system of fixing an RDO remains the same over a number of 4 week cycles • Opposed to proposed clause 33(a)(v) • Oppose inclusion of 33(a)(vi). Reiterates position in sub-02Dec2016 at para .6.2 • Support provisions enabling employees to bank RDO's and submit that employee should be required to provide written notice to take banked RDO at least 5 days prior • Concerned that replacement of 33.1(v) of the current award with 33(vii) does not contemplate four scenarios outlined in submission and notes AM2016/8 is currently addressing payment of wages of termination 	Paras 3-3.4.7	
	AMWU	Sub-18Sep2017		<ul style="list-style-type: none"> • Supports CFMEU and AWU submissions 	Paras 3-4	

ITEM	PARTY	DOCUMENT	CLAUSE	SUMMARY OF ISSUE	REF.	NOTES
	Master Builders	Sub-19Sep2017		<ul style="list-style-type: none"> • Oppose requirement as per 33(a)(v) in Statement that an employer provide 48 hours' notice if employee is required to work a RDO. Submit this requirement contradicts notion in the clause that work on an RDO may be necessary due to 'unforeseen delays/emergences • Submit requirement for 48 days is not prescribed under 33.1(a)(vi) which applies in akin circumstances • In event that Commission retains provision, propose a caveat that 48 hours' notice is not required for circumstances described as the proposed 33(a)(A)(3) & 4 where it would not be practicable to provide notice • Submit that employees be provided with flexibility to cash-out RDOS 	Paras 5.3-5.6	
	CCF	Sub-29Sep2017		<ul style="list-style-type: none"> • Submits the requirement to give 48 hours is not practical and that notice is writing creates an administrative burden on small businesses • Supports banking of RDO across the industry but submits if more than one RDO day is to be taken, two weeks' notice must be given in writing, must specify the number of dates allowing the employer to plan for the absence <p>Concerned that some CCF members do not work on an RDO system, but rather, a 38 hour week. May cause difficulty if 33.1(vii) is deleted</p>	Paras 5.4-5.6	
	Master Builders	Transcript – 17Nov2017		<ul style="list-style-type: none"> • Refers to previous submissions (sub-19Sep2017) and supports Full Bench's provisional clause but raises concern with 48-hour caveat <p>Opposes CFMEU's submission that the provisional clause removes certain around when RDOs are to be taken – submits that CFMEU's submission contradicts other arguments re 7 day notice requirement</p>	PN539-557	
	HIA	Transcript – 17Nov2017		<ul style="list-style-type: none"> • Supports proposed Full Bench clause – refers to previous submissions (sub-15Sep2017) regarding payment of entitlements on termination or where four-week cycle is not worked • Suggests proposed RDO clause is more complex than current clause in regard to accrued RDOs upon termination • Opposes deletion of 33.1(7) of current clause which allows parties to agree to work on an RDO • Opposes requirement for employer to publish written roster • Submit that '<i>averaging of hours</i>' system 	PN559-630	
	CCF	Transcript – 17Nov2017		<ul style="list-style-type: none"> • Supports HIA's position re written rosters and RDOs • Submits where there are more than two RDO's there must be agreement between parties to 	PN632	

ITEM	PARTY	DOCUMENT	CLAUSE	SUMMARY OF ISSUE	REF.	NOTES
				avoid adversely impacting the business		
	AIG	Transcript – 17Nov2017		<ul style="list-style-type: none"> Agrees with employer submissions – i.e. allowing agreement to work an RDO Opposes CFMEU’s submissions 	PN634-634	
	CFMEU	Transcript – 17Nov2017		<ul style="list-style-type: none"> Refers to previous submissions (sub-15Sep2017) – opposed to provisional clause on the basis that employers can vary RDOs without providing sufficient notice 	PN636-698	
	AWU	Transcript – 17Nov2017		<ul style="list-style-type: none"> Refers to previous submissions (sub-15Sep2017 at 16) – submits that proposed RDO clause may lead to underpayment to employees Opposes current wording of underground work allowance clause 	PN704, 719	
9.	Master Builders	Sub-19Sep2017	33(d)(iii)	<p>Ordinary hours of work – drafting issues</p> <ul style="list-style-type: none"> Submits that 33.d (iii) is outmoded. Propose following rewording: <i>‘The employment conditions and associated entitlements set by this award shall apply. Limitations on time spent working in compressed air and the physical conditions under which such work is performed shall be subject to the applicable Australian Standard’.</i> Submits that 33.d (iv) has a drafting error. Retains view that hours for underground work described as 30 have been drafted in error and should refer to 38. Submits that phrase ‘begin at the whistle’ at part B is outmoded terminology and should be reconsidered. 	Paras 5.9-5.11	OUTSTANDING

List of abbreviations (in alphabetical order)

Abbreviation	Party name
AIG	Australian Industry Group
AMWU	“Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU)
AWU	Australian Worker’s Union
CCF	Civil Contractors Federation
CFMEU – C&G	Construction, Forestry, Mining & Energy Union – Construction & General Division
ETUA	Electrical Trades Union of Australia
HIA	Housing Industry Association
Master Builders	Master Builders Australia