A summary of outstanding issues as itemised in the Revised Summary of Submissions – Hospitality Industry (General) Award 2017.

Item	Current Award Hospitality Industry (General) Award 2010	Plain Language Exposure Draft Hospitality Industry (General) Award 2017	Comments
4	**3. Definitions and interpretation** **appropriate level of training** means that an employee: … (Note 1: Any dispute concerning (c) above may be referred to the Fair Work Commission for determination. The Fair Work Commission may require an employee to demonstrate to its satisfaction that the employee utilises skills and knowledge, and that these are relevant to the work the employee is doing.) (Note 2: The minimum classification level for an employee who has completed AQF Certificate III qualifications relevant to the classification in which they are employed and who utilises skills and knowledge derived from Certificate III competencies relevant to the work undertaken is the Level 4 rate prescribed in clause 20.1. Any dispute concerning an employee's entitlement to be paid at Level 4 may be referred to the Fair Work Commission for determination. The Fair Work Commission may require an employee to demonstrate to its satisfaction that the employee utilises skills and knowledge derived from Certificate III competencies, and that these are relevant to the work the employee is doing.)	**3. Definitions and interpretation** **appropriate level of training**, in relation to an employee other than a casino gaming employee, means that the employee: … NOTE 1: The minimum classification level for an employee who has completed AQF Certificate III or higher qualifications relevant to the classification in which they are employed and who makes use of skills and knowledge derived from Certificate III competencies relevant to the work undertaken is Level 4 specified in clause 18.1 (Minimum rates). Any dispute about an employee's entitlement to be paid at Level 4 must be dealt with in accordance with clause 36—Dispute resolution. NOTE 2: See Schedule A—Classification Structure and Definitions in relation to casino gaming employees.	AHA Sub-06/09/17 (Para 6): Submits PLED definition excludes a casino gaming employee from 'appropriate level of training' definition, but current award does not. Submits exclusion is significant and absence of clear definition of appropriate level of training will impact classifications and wage levels. UV Reply sub- 22/06/17 (Para 9): Reserves its position on the "appropriate level of training" matter. UV asked to clarify its position by 22 September 2017 (PN185-192 of 12/09/17 transcript) **Further submission received:** Business SA Sub-22/09/17 (Para 3): Agrees with AHA regarding exclusion of casino gaming employees from definition. Submit that definition should not exclude casino gaming employees, particularly when no other definitions more directly define the appropriate level of training for casino gaming employees.

Item	**Current Award** **Hospitality Industry (General) Award 2010**	**Plain Language Exposure Draft** **Hospitality Industry (General) Award 2017**	**Comments**
7	**3. Definitions and interpretation** **ordinary hourly rate** means the employee's applicable minimum hourly wage rate in clause 20.1	**3. Definitions and interpretation** **ordinary hourly rate** means the minimum hourly rate for an employee plus any all purpose allowances to which the employee is entitled.	AHA Sub-13/06/17 (Para 11): Current "ordinary hourly rate" definition should be retained. UV Reply sub- 22/06/17 (Paras 10-11): Opposes AHA's submission. Exposure draft definition of ordinary hourly rate is consistent with Full Bench July 2015 Decision and September 2015 Decision. **Drafter's comment:** The effect of the AHA submission is to omit "plus any all purpose allowances to which the employee is entitled" (PN353-356 of 12/09/17 transcript)
12	**12. Part-time employment** … **12.2** A part-time employee is an employee who: **(a)** works less than full-time hours of 38 per week; **(b)** has reasonably predictable hours of work; and **(c)** receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.	**10. Part-time employment** **10.1** An employee who is engaged to work for fewer than an average of 38 ordinary hours per week and whose hours of work are reasonably predictable is a part-time employee. **10.2** An employer may employ part-time employees with any classification defined in Schedule A—Classification Structure and Definitions. **10.3** This award applies to a part-time employee in the same way that it applies to a full-time employee except as otherwise expressly provided by this award. **10.4** A part-time employee is entitled to payments in respect of annual leave and personal/carer's leave, ~~compassionate~~	Business SA Sub-14/06/17 (Para 3.1): Draft clause 10.1 doesn't fully reflect the wording in the current clause 12.2 as it doesn't provide the indicia of a part-time employee. Current cl 12.2(c) states a part-time employee receives a pro rata equivalent of pay and conditions available to those of full-time employees who do the same kind of work. This indicium has not been reproduced. **Drafter's comment:** Clauses 10.3 and 10.4 deal with this. Parties asked to provide further submissions by 22 September 2017 (PN360-364 of 12/09/17 transcript)

Item	Current Award Hospitality Industry (General) Award 2010	Plain Language Exposure Draft Hospitality Industry (General) Award 2017	Comments
		~~leave or public holidays~~ on a proportionate basis.	**No further submissions received** **Matter outstanding**
14 and 15	**13. Casual employment** 13.1 A casual employee is an employee engaged as such and must be paid a casual loading of 25% as provided for in this award. The casual loading is paid as compensation for annual leave, personal/carer's leave, notice of termination, redundancy benefits and the other entitlements of full-time or part-time employment.	**11. Casual employment** **11.1** An employee who is not covered by clause 9—Full-time employment or clause 10—Part-time employment must be engaged and paid as a casual employee. ….	AHA Sub-13/06/17 (Para 13): Draft clause should be removed because it alters the intention of casual employment. Business SA Sub-14/06/17 (Para 4.1): Current provisions in clause 13.1 should be retained at draft clause 11.1. **Drafter's comment:** There is no advantage in saying that a casual employee is an employee engaged as such. It leaves open that an employee could be engaged other than as full-time, part-time or casual. The PLED makes it clear that if an employer is not engaging an employee as a full-time or part-time employee, the employer is engaging the employee as a casual employee. AHA Sub-05/09/17 (Paras 7-11): Submits current award provides a casual employee is an employee who is engaged as such, confirming casual employment is a genuine option which is practical for the hospitality industry. Submits PLED changes this intention by suggesting casual employment is only possible where the employment does not meet definition of a full-time or part-time employee. Submits this intention is not necessary. Business SA Sub-05/09/17 (Para 4.2-4.3): Submits that currently, a casual must be specifically engaged as such, and PLED modifies this. Submits under PLED, an employee will only be casual if they are not full-time or part-time under award. Submits

Item	Current Award Hospitality Industry (General) Award 2010	Plain Language Exposure Draft Hospitality Industry (General) Award 2017	Comments
			PLED no longer makes clear who a casual employee is, requiring comparison of circumstances against two other clauses. Disagrees with drafter's 'no advantage' comment. Submits current award provides for three distinct, exhaustive types of employment and an employee cannot be engaged other than in one of those types. (PN228-231 of 12/09/17 transcript)
17	**13. Casual employment** 13.1 A casual employee is an employee engaged as such and must be paid a casual loading of 25% as provided for in this award. The casual loading is paid as compensation for annual leave, personal/carer's leave, notice of termination, redundancy benefits and the other entitlements of full-time or part-time employment.	**11. Casual employment** **…** **11.2** An employer must pay a casual employee for each ordinary hour worked a loading of **25%** on top of the minimum hourly rate otherwise applicable under clause 18—Minimum rates. NOTE: The casual loading is payable instead of entitlements from which casuals are excluded by the terms of this award and the NES. See Part 2-2 of the Act.	AHA Sub-13/06/17 (Para 13): Current casual employment clause 13.1 (instead of clause 11.1 and 11.2) should be retained because it provides clarification to the compensation of the 25% casual loading. The Note in draft clause 11.2 does not provide this clarity. UV Reply sub- 22/06/17 (Para 13): Agrees with AHA's submission – current clause 13.1 is preferable to draft clause 11.2. **Drafter's comment:** The Note explains the reason for the loading. It is sufficient that the requirement to pay the loading be in a substantive provision. AHA Sub-05/09/17 (Paras 28-31): Submits that PLED Note has not been amended and continues to appear in same form as the ED dated 27 April. Presses submission that current award clause should be retained.

Item	Current Award Hospitality Industry (General) Award 2010	Plain Language Exposure Draft Hospitality Industry (General) Award 2017	Comments
19	**13. Casual employment** … **13.3** A casual employee must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.	**11. Casual employment** … **11.4** An employer must pay a casual employee at the end of each engagement unless the employer and the employee have agreed that the pay period of the employee is either weekly or fortnightly.	AHA Sub-13/06/17 (Para 13): Submits that draft provision should be simplified to be "A casual employee must be paid at the termination of each engagement, or otherwise, in accordance with clause 21[23]." UV Reply sub- 22/06/17 (Para 14): Disagrees with AHA's proposal to remove the reference to agreement from draft clause 11.4. **Drafter's comment:** A Note could be inserted after the clause as follows: "NOTE: Under clause 23.1 the employer and an individual casual employee may agree to a weekly or fortnightly pay period." (PN226-235 of 12/09/17 transcript) At the conference AHA stated that the item is settled. However, UV weren't heard on the matter and their opposition stands. They have not stated whether or not they accept the drafter's proposal.
20	**14. Apprentices** **14.1** Apprentices will be engaged in accordance with relevant apprenticeship legislation and be paid in accordance with clause 20.4. **14.2** An apprentice under the age of 18 years must not, without their consent, be required to work overtime or shift work.	**12. Apprentices** **12.1** An employer may engage apprentices. **12.2** Any engagement must be in accordance with the law regulating apprenticeships in force in the place in which the apprentice is engaged. **12.3** This award applies to an apprentice in the same way that it applies to a full-time	AHA Sub-13/06/17 (Para 14): Submits that current Apprentices clause should be retained instead of cl. 12.3 UV Reply sub- 22/06/17 (Para 15): Agrees with AHA that current clause 14.4 is preferable to draft clause 12.3 AHA Sub-05/09/17 (Para 12): Submits clause 12.3 does not specifically consider that an apprentice may

Item	Current Award Hospitality Industry (General) Award 2010	Plain Language Exposure Draft Hospitality Industry (General) Award 2017	Comments
	14.3 No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract. **14.4** Except as provided in this clause or where otherwise stated, all conditions of employment specified in this award apply to apprentices.	employee except as otherwise expressly provided by this award. **12.4** An employer must pay an apprentice in accordance with clause 19—Apprentice rates. **….**	be part-time, in which case the part-time provisions of the award would apply. Notes PLED cl 12.3 limits apprentices to full-time employment. UV Sub-05/09/17 (Page 1): Redrafted clause narrows focus of apprenticeships to full time work. Submits apprenticeships are not always full-time, some are part time. Submits both clauses have similar effect but reference to full time in redrafted 12.3 assumes part time apprenticeships do not exist. Submits issue can be fixed by deleting reference to full time employment.
22	**14.5** Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice. **14.6** For the purposes of clause 14.5, excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while	**12.8 Block release training** **(a)** Clause 12.8 applies to an apprentice who is required to attend block release training in accordance with their training contract. **(b)** If the training requires an overnight stay, the employer must pay for the reasonable travel costs incurred by the apprentice in travelling to and from the training. **(c)** The employer is not obliged to pay costs under paragraph (b) if the apprentice could have attended training at a closer venue and attending the more distant training had not been agreed between the employer and the apprentice. **(d)** Reasonable travel costs in paragraph (b) include: **(i)** the total cost of reasonable	AHA Sub-13/06/17 (Para 16): Omitting the word “excess” found in current clauses 14.5 and 14.6 alters the intent and interpretation of the clause. **Drafter’s comment:** The word “excess” is not necessary given that the clause is redrafted on the assumption that in the current clause 14.6 the expression “which exceed those incurred in travelling to and from work” only governs “reasonable expenses incurred while travelling, including meals”. See clause 12.8(d)(iii) of the PLED. AHA Sub-05/09/17 (Para 33): Presses this submission.

Item	Current Award Hospitality Industry (General) Award 2010	Plain Language Exposure Draft Hospitality Industry (General) Award 2017	Comments
	travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this subclause, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.	transportation (including transportation of tools, where required) to and from the training; and **(ii)** accommodation costs; and **(iii)** reasonable expenses, including for meals, incurred which exceed those incurred in the normal course of travelling to and from the workplace. **(e)** Reasonable costs in paragraph (b) do not include payment for travelling time or expenses incurred while not travelling to and from the block release training. **(f)** The amount an employer must pay under paragraph (b) may be reduced by any amount that the apprentice has received, or was eligible to receive, for travel costs to attend block release training under a Government apprentice assistance scheme. **(g)** The employer may only make a reduction under paragraph (f) for an amount that an apprentice was eligible to receive, but did not receive, if the employer advised the apprentice in writing of the availability of the assistance and the apprentice choose not to seek it.	
28	**29.3 Catering in remote locations** **(a)** Notwithstanding clauses 29.1(a) to 29.1(d) catering employers servicing clients in remote locations, may schedule	**15.2 Catering in remote locations** **(a)** Clause 15.2 applies to employers providing catering services to clients in remote	AHA Sub-13/06/17 (Para 21): Submits that Wording found in current clause 29.3(a) should be retained. By omitting the word “catering” before the text “employers providing catering…” in the draft alters

Item	Current Award Hospitality Industry (General) Award 2010	Plain Language Exposure Draft Hospitality Industry (General) Award 2017	Comments
	work over consecutively recurring cycles followed by consecutive non-working days. Such work cycles will only be altered or introduced by agreement between an employer and the majority of their employees.	locations and their employees.	the intent, interpretation, application of the clause. UV Reply sub- 22/06/17 (Para 19): Agrees with AHA's submission that draft clause 15.2(a) expands the application of the provision and that the current award wording should be retained. **Drafter's comments:** The current award does not define "catering employers". If the meaning of the term is as suggested by the AHA, a definition of "catering employer" should be included as follows: "'catering employer' means an employer whose primary business is to provide catering services". This is also relevant to clause ~~24.11~~ 26.11. AHA Sub-05/09/17 (Paras 34-35): restates its earlier concern.
29	**29.3 Catering in remote locations** … **(f)** An employee will have no entitlement to payment for the non-working days.	**15.2 Catering in remote locations** … **(i)** An employee is not entitled to payment for non-working days other than rostered days off.	AHA Sub-13/06/17 (Para 22): Wording found in current clause 29.3(f) should be retained because the words "other than rostered days off" alter the intent and interpretation of the clause. UV Reply sub- 22/06/17 (Para 20): Agrees with AHA's submission that words 'other than rostered days off' should be deleted from clause 15.2(i). **Drafter's comments:** The additional words are intended to clarify that employee who has accrued an entitlement to a rostered day off is entitled to be paid for that day. AHA Sub-05/09/17 (Paras 36-37): restates its earlier concern.

Item	Current Award Hospitality Industry (General) Award 2010	Plain Language Exposure Draft Hospitality Industry (General) Award 2017	Comments
30	**29.3 Catering in remote locations** …	**15.2 Catering in remote locations** …	Business SA Sub-14/06/17 (Para 5.2): Neither the Exposure Draft nor the Current Award has a definition of 'remote location' for the purpose of clause 15.2(a). **Drafter's comments:** Request Business SA suggest a definition of "remote location". Business SA Sub-05/09/17 (Para 5.2): Unable to propose definition at this stage. Undertaking research into history and context of provision. Unprepared to propose a definition without benefit of this research. (PN373-377 of 12/09/17 transcript) FWC to undertake research of history of clause in award modernisation process.
33	**31. Breaks** **31.1 Breaks** An employee (including a casual employee) who is required to work a shift of more than five hours and up to six hours may elect to take an unpaid meal break of up to 30 minutes during the shift and the employer shall not unreasonably refuse the request. **31.2 Longer shifts** **(a)** If the employee is required to	**16. Breaks** **16.1** Clause 16 gives an employee an entitlement to meal breaks and rest breaks. **16.2** An employee who works the number of hours in any one shift specified in column 1 of Table 2—Entitlements to meal and rest break(s) is entitled to a break or breaks as specified in column 2. **Table 2—Entitlements to meal and rest break(s)**	AHA Sub-05/09/17 (Paras 14, 15-19, 38-41): In relation to clause 16.6, submits PLED drafting alters calculation of payment for an unpaid break not taken. Submits current award provides additional payment to an employee when an unpaid break has not been taken is based on ordinary hourly rate. Submits PLED provides payment is at 150% of ordinary hourly rate. Submits that this results in a higher payment to the detriment of employers. Notes clauses 16.4 and 16.5 have failed to reflect existing provisions. Restates its position that table 2 and clauses 16.4 and 16.5 should be amended.

<table>
<tr><th>Item</th><th>Current Award
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<tr>
<td></td>
<td>work a shift of more than six hours and up to eight hours, the employee is entitled to an unpaid meal break of no less than 30 minutes. The unpaid break may be taken no earlier than two hours after starting work and no later than six hours of starting work.

(b) If the employee is required to work a shift of more than eight hours and up to 10 hours, the employee is entitled to an unpaid break of no less than 30 minutes and an additional 20 minute paid break (which may be taken as two 10 minute paid breaks).

The unpaid break may be taken no earlier than 2 hours after starting work and no later than six hours after starting work. Breaks should be spread evenly across the shift.

(c) If the employee is required to work a shift exceeding 10 hours, the employee is entitled to an unpaid break of no less than 30 minutes and two 20 minute paid breaks. The unpaid break may be taken no earlier than two hours after starting work and no later than 6 hours after starting work. Breaks should be spread evenly across the shift.</td>
<td>
<table>
<tr><th>Column 1
Hours worked per shift</th><th>Column 2
Breaks</th></tr>
<tr><td>More than 5 and up to 6</td><td>30 minute unpaid meal break</td></tr>
<tr><td>More than 6 and up to 8</td><td>30 minute unpaid meal break (to be taken after the first 2 hours of work and within the first 6 hours of work)</td></tr>
<tr><td>More than 8 and up to 10</td><td>30 minute unpaid meal break (to be taken after the first 2 hours of work and within the first 6 hours of work)

One 20 minute paid rest break (may be taken as two 10 minute paid rest breaks)</td></tr>
<tr><td>More than 10</td><td>30 minute unpaid meal break (to be taken after the first 2 hours of work and within the first 6 hours of work)

Two 20 minute paid rest breaks</td></tr>
</table>
16.3 In rostering the additional paid rest breaks,
</td>
<td>(PN208-213 of 12/09/17 transcript)

Although the parties discussed a solution at the conference, the item is not yet resolved as it overlaps with other items related to the same clause.</td>
</tr>
</table>

Item	Current Award Hospitality Industry (General) Award 2010	Plain Language Exposure Draft Hospitality Industry (General) Award 2017	Comments
	31.3 Request for unpaid meal break **(a)** Where an employee elects to take an unpaid break, the request must be made in writing no later than at the commencement of a shift and the employer shall not unreasonably refuse the request. **(b)** The written request will apply to all shifts undertaken by the employee of more than five hours, unless otherwise agreed between the employee and employer. This arrangement may be reviewed at any time. **31.4 Break not given** For a shift of more than six hours, if the employer does not release an employee for an unpaid meal break the employee shall be paid at the rate of 50% of the ordinary hourly rate extra for each hour or part of an hour from six hours after the employee started work until the employer gives the employee the unpaid meal break, or until the shift ends. ….	the employer must seek to ensure that breaks are spread evenly across the shift. 16.4 An employee working a shift of more than 5 and up to 6 hours who elects to take an unpaid meal break must request the break in writing no later than the start of their shift. The employer must not unreasonably refuse the employee's request. 16.5 A request under clause 16.4 applies to all shifts of more than 5 hours worked by that employee unless otherwise agreed between the employee and the employer. 16.6 If an employee is not allowed to take an unpaid meal break in accordance with clause 16.2 during a shift of more than 6 hours, the employer must pay the employee at the rate of 150% of the employee's ordinary hourly rate from the end of 6 hours after starting work until either the employee is allowed to take it or the shift end. …	
34	**31. Breaks** *(please see item 33 above)*	**16. Breaks** *(please see item above)*	Business SA Sub-14/06/17 (Para 6): Current provisions should be retained because of the substantive changes in draft clause 16. Additionally, raise the request must be in writing no later than the commencement of the shift.

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			(PN382-389 of 12/09/17 transcript) Although the parties discussed a solution at the conference, the item is not yet resolved as it overlaps with other items related to the same clause.
35	**31. Breaks** *(please see item 33 above)*	**16. Breaks** *(please see item above)*	ABI&NSWBC Sub-09/06/17 (Paras 6.1-6.3): Qualifying words re breaks at current clauses 31.1 and 31.2 omitted; potentially changes the legal effect of the provision. The words “up to” be added after “unpaid meal break of” in first row of column 2 and “at least” be added after “unpaid meal break of” in other rows. [Provides amendments in table for Full Bench’s information]. Para 6.2 of Sub-09/06/17). Also submits that the updated wording for Restaurants (item 14 of those submissions) should be inserted into the PLED. (Para 6.3 of Sub-09/06/17) **Drafter’s comments:** In response to Business SA’s comments (Item 34), it is suggested that “Unpaid meal break of up to 30 minutes” be substituted in column 2 in relation to a shift of more than 5 and up to 6 hours. However, where an employee is being given an entitlement, the words “at least” are not appropriate (PN336-343 of 12/09/17 transcript) Parties are asked to provide further submissions

<table>
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<tr><td></td><td></td><td></td><td>Further submission received:
ABI&NSWBC Sub-22/09/17: Accept drafter's comments.
Although ABI&NSW provided submissions, the item is not yet resolved as it overlaps with other items related to the same clause.</td></tr>
<tr><td>39, 40, 41</td><td>20.4 Apprentice wages
(a) Cooking apprenticeship
(i) A person who has completed a full apprenticeship for cooking must be paid not less than the standard weekly rate.
(ii) An employee apprenticed in the cooking trade will be paid the percentage of the standard weekly rate, as follows:
<table>
<tr><th>Year</th><th>%</th></tr>
<tr><td>First</td><td>55</td></tr>
<tr><td>Second</td><td>65</td></tr>
<tr><td>Third</td><td>80</td></tr>
<tr><td>Fourth</td><td>95</td></tr>
</table>
(b) Waiting apprenticeship
(i) Any person who has completed a full apprenticeship as a qualified</td><td>19.1 Cooking apprenticeship
(a) An employer must pay an apprentice in the cooking trade at not less than the minimum weekly rate specified in column 3 in accordance with the year of the apprenticeship specified in column 1 of Table 7—Cooking apprentice minimum rates.
NOTE: The minimum weekly rates specified in column 3 are the percentage of the standard weekly rate specified in column 2 of Table 7—Cooking apprentice minimum rates.
Table 7—Cooking apprentice minimum rates
<table>
<tr><th>Column 1
Year of apprenticeship</th><th>Column 2
% of standard weekly rate</th><th>Column 3
Minimum weekly rate</th></tr>
<tr><td>1st year</td><td>55%</td><td>$445.01</td></tr>
<tr><td>…</td><td></td><td></td></tr>
</table></td><td>AHA Sub-13/06/17 (Para 26): Apprentice Rates – Tables 7 and 8: Reference to weekly rates only does not adequately take into account the employment of part time apprentices.
Drafter's comment: Clause 19 reflects the terms of the current clause 20.4 in referring to weekly rates only
AHA Sub-05/09/17 (Paras 42-43): Restates earlier submission that clauses should make it clear that clauses and rates in tables do not apply to adult apprentices.
AHA Sub-13/06/17 (Para 27): Cl should specify that it does not cover adult apprentices as provided in clause 19.5.
Drafter's comment: The issue raised could be dealt with by including the expression "(other than an adult apprentice)" after "apprentice" in clauses 19.1(a) and 19.2(a) and where first occurring in clauses 19.3 and 19.4.
AHA Sub-13/06/17 (Para 28): In cl 19.1(b) the words "as a qualified trades person" should be included after the word "apprenticeship" for consistency with clause 19.2(b).</td></tr>
</table>

<table>
<tr><th>Item</th><th>Current Award
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Hospitality Industry (General) Award 2017</th><th>Comments</th></tr>
<tr><td></td><td>tradesperson must be paid not less than the standard weekly rate.

(ii) An employee apprenticed in the waiting trade will be paid the standard weekly rate, or the wage as otherwise prescribed, as follows:

<table>
<tr><td>First six months</td><td>70%</td></tr>
<tr><td>Second six months</td><td>85%</td></tr>
<tr><td>Third six months</td><td>Midway between the total rate prescribed for food and beverage attendant grade 2 (waiter) in clause 20.1 and the standard weekly rate; and</td></tr>
<tr><td>Fourth six months</td><td>Midway between the total rate prescribed for third six months, above, and the standard weekly rate.</td></tr>
</table></td><td>(b) An employer must pay an employee who has completed a full apprenticeship for cooking at not less than the standard weekly rate.

19.2 Waiting apprenticeship

(a) An employer must pay an apprentice in the waiting trade at not less than the minimum weekly rate specified in column 3 in accordance with the stages of the apprenticeship specified in column 1 of Table 8—Waiting apprentice minimum rates. The rate in column 3 is calculated based on the method specified in column 2.

NOTE: The minimum weekly rates specified in column 3 are calculated as specified in column 2 of Table 8—Waiting apprentice minimum rates.

Table 8—Waiting apprentice minimum rates
<table>
<tr><th>Column 1
Stage of apprenticeship</th><th>Column 2
How minimum weekly rate is calculated</th><th>Column 3
Minimum weekly rate</th></tr>
<tr><td>1st 6 months</td><td>70% of the standard weekly rate</td><td>$566.37</td></tr>
<tr><td>…</td><td></td><td></td></tr>
</table></td><td>Drafter’s comment: The wording reflects current clause 20.4(a)(i)

AHA Sub-05/09/17 (Paras 44): Presses submission.</td></tr>
</table>

Item	Current Award Hospitality Industry (General) Award 2010	Plain Language Exposure Draft Hospitality Industry (General) Award 2017	Comments
		(b) An employer must pay an employee who has completed a full apprenticeship as a qualified tradesperson at not less than the standard weekly rate.	
43	**(c) Proficiency payments—cooking trade** **(i) Application** Proficiency pay as set out in clause 20.4(c)(ii) will apply to apprentices who have successfully completed their schooling in a given year. **(ii) Payments** Apprentices must receive the standard weekly rate during the latter half of the fourth year of the apprenticeship where the standard of proficiency has been attained on one, two or three occasions on the following basis: **(1)** one occasion only: • for the first nine months of the fourth year of apprenticeship, the normal fourth year rate of pay; • thereafter, the standard weekly rate. **(2)** on two occasions: • for the first six months of the fourth year of apprenticeship, the normal fourth year rate of pay;	**19.3 Proficiency payments—cooking trade** An employer must pay a 4th year apprentice in the cooking trade as follows: **(a)** at the 4th year apprentice rate specified in Table 7—Cooking apprentice minimum rates (see clause 19.1(a)) for the first 9 months of the year and the standard weekly rate for the rest of the year if the apprentice has successfully completed their schooling for a year on one occasion only; **(b)** at the 4th year apprentice rate specified in Table 7—Cooking apprentice minimum rates (see clause 19.1(a)) for the first 6 months of the year and the standard weekly rate for the rest of the year if the apprentice has successfully completed their schooling for a year on 2 occasions; **(c)** at the standard weekly rate for the entire 4th year if the apprentice has successfully completed their schooling for a year on 3 occasions. **19.4 Proficiency payments—waiting trade** An employer must pay a 2nd year apprentice in the waiting trade at the 2nd year apprentice rate specified in Table 8—Waiting apprentice	AHA Sub-13/06/17 (Para 29): The significant rewording of clause 19.3 and 19.4 alters the intention and interpretation of the clause. AHA Sub-05/09/17 (Paras 44): Submits current award provides for proficiency payments where an apprentice has achieved necessary standard, but PLED does not adequately reflect this. Notes PLED clauses do not reference achievement of proficiency other than in the title. Submits PLED wording provides higher payment results from ‘completed their schooling for a year’. Submits omission of the application of the proficiency payments sub clause alters eligibility for payment.

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	• thereafter, the standard weekly rate. **(3)** on all three occasions: for the entire fourth year, the standard weekly rate.	minimum rates (see clause 19.2(a)) for the first 6 months of the year and the standard weekly rate for the rest of the year if the apprentice has successfully completed their schooling for the first year.	
46	**26. Payment of wages** **…** **26.5** Employees who are not paid by electronic funds transfer and whose rostered day off falls on pay day must be paid their wages, if they so desire, before going off duty on the working day prior to their day off.	**23. Payment of wages** **…** **23.5** An employee paid by cash or cheque who has a rostered day off on a pay day is entitled to be paid on their last day at work before their rostered day off.	AHA Sub-13/06/17 (Para 33): The words "if they so desire" should be retained in the draft. **Drafter's comment:** It is not necessary to include the words "if they so desire" as the clause is drafted in terms of an entitlement and not an obligation as current clause 26.5 is. AHA Sub-05/09/17 (Paras 44): Presses submission. (PN248 of 12/09/17 transcript)
47, 48, 49	**27. Salaray arrangements** **27.1 Annualised Salary (Employees other than Managerial Staff (Hotels))**	**24. Annualised salary arrangements**	United Voice has applied to vary aspects of clause 27.1. The application has been referred to the Annualised Salary Full Bench for determination, in the context of a broader review of all annualised salary terms in modern awards. At the September conference it was generally agreed that the plain language redrafting of clause 27.1 of the current award should be deferred until the Annualised Salaries Full Bench has determined the matters before it.
51	**27.2 Salaries absorption (Managerial Staff (Hotels))**	**25. Salaries absorption (Managerial Staff (Hotels))**	AHA Sub-13/06/17 (Para 37): The word "loading" should be inserted after the word "leave" in clause ~~23.2(g)~~ 25.2(g) to provide clarification.

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	…. • clause 34.2—Payment for annual leave;	…. **(g)** Clause 30.3—Payment for annual leave;	**Drafter's comment:** The suggestion is inconsistent with the move away from the term "loading".
53	**(b) Clothing, equipment and tools** **(i)** … **(ii)** Where the employer requires an employee to wear any special clothing such as coats, dresses, caps, aprons, cuffs and any other articles of clothing, the employer must reimburse the employee for the cost of purchasing such special clothing. The provisions of this clause do not apply where the special clothing is paid for by the employer. **(iii)** Where the employee is responsible for laundering the special clothing the employer must reimburse the employee for the demonstrated costs of laundering it. **(iv)** The employer and the employee may agree on an arrangement under which the employee will wash and iron the special clothing for an agreed sum of money to be paid by the employer to the employee each week. **(v)** For the purposes of this clause black and white attire (not being dinner suit or evening dress), shoes, hose and/or socks	**26.6 Special clothing allowance** **(a)** In clause 26.6 **special clothing** means any article of clothing (including waterproof or other protective clothing) that the employer requires the employee to wear or that it is necessary for the employee to wear but does not include shoes, hosiery, socks and any easily obtainable black and white clothing that is not part of a uniform or formal clothing. **(b)** The employer must reimburse an employee who is required to wear special clothing for the cost of purchasing any such clothing that is not supplied or paid for by the employer. **(c)** If the employee is responsible for laundering any special clothing that is required to be worn by them, the employer must pay the employee a laundry allowance of: **(i)** **$6.00** per week for a full-time catering employee and **$2.05** for each uniform for a part-time or casual employee; and **(ii)** **$2.40** for each uniform up to **$7.45**	AHA Sub-13/06/17 (Para 39-40): The wording "any article of" potentially broadens the definition of special clothing. The wording "easily obtainable", "dinner suit or evening dress" and "formal clothing" alters the intent and interpretation of the provision. **Drafter's comment:** It is not clear how the inclusion of the words "any article of" broadens the definition. However, on reviewing the clause, for consistency with clause 26.6(e), it is suggested that in clause 26.6(a) the word "item" should be substituted for "article". It is further suggested that in clause ~~24.6(a)~~ 26.6(a), "black and white attire (other than a dinner suit or evening dress)" should be substituted for "easily obtainable black and white clothing". AHA Sub-05/09/17 (Paras 46-48): Restates its concerns expressed in earlier submission.

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	are not special clothing. **(vi)** Where it is necessary that an employee wear waterproof or other protective clothing such as waterproof boots, aprons, or gloves, the employer must reimburse the employee for the cost of purchasing such clothing. The provisions of this clause do not apply where the protective clothing is paid for by the employer. ...	per week for a motel employee. **(d)** The employer may require an employee on commencing employment to sign a receipt for any special clothing supplied or paid for by the employer that lists it and its value. **(e)** The employer is entitled to deduct from any wages owed to the employee on the employee ceasing employment the value (as stated on the receipt but allowing for fair wear and tear) of any item of special clothing not returned to the employer unless it was damaged, lost or stolen otherwise than because of the fault of the employee	
56	**(h) Working away from usual place of work** This clause applies where an employer requires an employee other than a casual to work at a place more than 80 kilometres from the employee's usual place of work. In these circumstances the employer must pay the employee an amount equal to the cost of fares reasonably spent by the employee in travelling from the employee's usual place of work to the new place of work. However, the employer may recover any amount paid to an employee under this clause if the employee concerned leaves their employment or is dismissed for misconduct within three months of receiving such a payment.	**26.10 Working away from usual place of work** **(a)** Clause 26.10 applies to a full-time or part-time employee who is required to work at a place that is more than 80 kilometres from their usual place of work. **(b)** The employer must pay the employee an amount equal to the amount reasonably spent by the employee on fares to travel from their usual place of work to the new place of work. **(c)** However, the employer may recover any amount paid to an employee under clause 24.10 if the employee leaves their employment, or is dismissed for misconduct, within 3 months after receiving that payment.	UV Sub-08/06/17 (Paras12-23): This is an objectionable and unreasonable term that contravenes legislation because it permits employers to deduct a sum from an employee's pay which was incurred by the employee at the employer's direction because the working relationship ended within an arbitrary period of time. Modern awards must only include terms permitted by s136 of the Act and may include terms under Part 2-3, Division 3, Subdivision B. Draft clause 24.10(c)is not a term that must be included or may be included. The section makes no provision for terms that create liabilities for the employee to the employer. FWC does not have the power to include a term such as draft clause 24.10(c) in a modern award. Regulation 2.12 of FW Regs lists a number of

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			circumstances in which a deduction is reasonable – recovery of fares paid to the employee is not one of those. **Drafter's Comment:** Noted ABI and NSWBC Sub-09/06/17 (Para 9.1): Reserves position whether cl. ~~24.10(c)~~ 26.10(c) may need to be considered in the context of ss.151 and 326. AHA Sub-13/06/17 (2nd last para): Reserves its position to discuss this clause at a later stage. Business SA Sub-14/06/17 (Para 10.1): Reserves its position.
59 and 60	**(c) Airport catering** The following supervisory allowances are payable for employees of airport catering employers, and are to be treated as part of the wage rate for all award payment calculations: <table><tr><th>Supervisory allowance</th><th>% of the standard rate per week</th></tr><tr><td>A person required to supervise:</td><td></td></tr><tr><td>up to 5 employees</td><td>2.00</td></tr><tr><td>…</td><td></td></tr></table>	**26.13 Airport catering supervisory allowance** **(a)** Clause 26.13 applies to an employee of an airport catering employer ~~airport catering employee~~ who is required to supervise other employees. **(b)** The employer must pay the employee an allowance per week of the amount specified in column 2 of Table 9—Supervisory allowance depending on the number of employees supervised as specified in column 1 of that table. **Table 9—Supervisory allowance** <table><tr><th>Column 1 Number of employees supervised</th><th>Column 2 Allowance per week</th></tr></table>	UV Sub-08/06/17 (Paras 26-27): These allowances are all purposes allowances as it is "to be treated as part of the wage rate for all award payment calculations." **Drafter's Comment:** Noted UV Sub-08/06/17 (Para 28): Current wording should be retained because application of the draft allowance is restricted to "airport catering employees". This clause should also be included in the list of all purpose allowances **Drafter's Comment:** Noted

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<tr><td></td><td></td><td><table><tr><td>Up to 5</td><td>$15.67</td></tr><tr><td>…</td><td></td></tr></table>
(c) The allowance is to be treated as part of the employee's ordinary rate of pay for the purpose of calculations under this award.</td><td></td></tr>
<tr><td>61</td><td>**21.3 Allowance for disabilities associated with the performance of particular tasks or work in particular conditions or locations**
(a) Broken periods of work
Employees other than casuals who have a broken work day must receive an additional allowance as follows:
…</td><td>**26.14 Split shift allowance**
(a) Clause 24.14 applies to any full-time or part-time employee who works split shifts on any day.
(b) The employer must pay the employee an allowance of:
…</td><td>AHA Sub-13/06/17 (Para 46): The AHA notes that the ED has replaced the existing phrase "Broken Periods of Work" with the phrase "*Split Shift Allowance*". While there is no specific objection to this change, the AHA does query whether it is necessary, as it may lead to reader confusion.
Drafter's Comment: Given that clause ~~24.14~~ 26.14 provides for the payment of an allowance, the term "split shift allowance" is appropriate.</td></tr>
<tr><td>63</td><td>**33. Overtime**
33.1 Reasonable overtime
(a) Subject to clause 33.1(b) an employer may require an employee other than a casual employee to work reasonable overtime at overtime rates.
…</td><td>**28. Overtime**
NOTE: Under the NES (see section 62 of the Act) an employee may refuse to work additional hours if they are unreasonable. Section 62 sets out factors to be taken into account in determining whether the additional hours are reasonable or unreasonable.
28.1 Payment of overtime
(a) An employer must pay a full-time employee at the overtime rate for any time worked in excess of their</td><td>AHA Sub-13/06/17 (Para 47): Intent of current award to exclude casuals is not clear.
Drafter's Comment: The issue raised could be addressed by inserting in clause ~~26.1~~ 28.1 a new paragraph (a) as follows: "Clause ~~26.1~~ 28.1 does not apply to a casual employee."
AHA did not indicate in transcript that this item was resolved.</td></tr>
</table>

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		ordinary hours. …	
67A	**34. Annual leave** **34.1 Leave entitlement** Annual leave is provided for in the NES. It does not apply to casual employees. For the purpose of the additional week of leave provided by the NES, a **shiftworker** is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for seven days a week.	**30. Annual leave** … **30.2 Additional paid annual leave for certain shiftworkers** **(a)** Clause 30.2 applies to an employee who is a shiftworker regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for 7 days a week. **(b)** The employee is a shiftworker for the purposes of the NES (entitlement to an additional week of paid annual leave).	AHA Sub-05/09/17 (Para 26): New definition of shiftworker has altered the interpretation of the definition of shiftworker as it appears in current award. Submits more employees will be viewed as a shiftworker for the purposes of extra annual leave entitlement.

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68	**34.4 Special leave without pay arrangements in respect of catering provided for boarding schools and residential colleges** Where an employee is employed at or in connection with catering functions in primary and secondary boarding schools or residential colleges associated with tertiary educational institutions the following provisions apply:	**30.5 Special leave without pay arrangements for certain catering employees** **(a)** Clause 30.5 applies to an employee who is employed in connection with catering in primary ~~schools,~~ or secondary boarding schools or residential colleges associated with tertiary educational institutions. …	AHA Sub-13/06/17 (Para 51): The word “functions” is relevant for correctly determining the application of that provision. Current clause 34.4 includes the word “functions”. It should be retained and inserted after the word “catering”. **Drafter’s comment:** Clause updated AHA Sub-05/09/17 (Para 52): Notes clause has been updated but submits the words ‘at or’ should be inserted after the words ‘clause 30.5 applies to an employee who is employed’. (PN266-269 of 12/09/17 transcript)
69	**34.4 Special leave without pay arrangements in respect of catering provided for boarding schools and residential colleges** Where an employee is employed at or in connection with catering functions in primary and secondary boarding schools or residential colleges associated with tertiary educational institutions the following provisions apply: **(a)** An employee may be required to take leave without pay during official term breaks, semester breaks and the Christmas/summer vacation (the relevant period) provided that: • an employee will be given as much notice as is practicable of the start and finish of the relevant period.	**30.5 Special leave without pay arrangements for certain catering employees** **(a)** … **(b)** The employer may require an employee to take a period of leave without pay during all or part of a term break, semester break or the Christmas/summer vacation. **(c)** The employer must give the affected employees at least one week’s notice in writing of a requirement to take leave without pay and the period (**unpaid leave period**) for which that leave is to be taken. **(d)** The unpaid leave period may be varied by agreement between the employee and employer. **(e)** An employee may take accrued annual	AHA Sub-13/06/17 (Para 52): “unpaid leave” references should be replaced with the original term of *leave without pay*. **Drafter’s comment:** Clause ~~28.5~~ 30.5 refers throughout to “leave without pay” and defines the term “unpaid leave period” as the period for which leave without pay is to be taken. AHA Sub-05/09/17 (Para 53): Presses earlier submission

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	Such notice must be at least one week. The notice must be provided to the employee in writing. Once the notice is provided to the employee, the period of leave without pay may be varied by agreement between the employee and employer; • an employee may take accrued annual leave or long service leave during the relevant period; • all periods of leave without pay will count for the purposes of accruing personal/carer's leave, annual leave and long service leave; …	leave or long service leave instead of leave without pay during an unpaid leave period. **(f)** All unpaid leave periods count for the purposes of accruing annual leave, long service leave and personal/carer's leave. **(g)** An employer must offer work to an employee during an unpaid leave period if appropriate work is available. For this purpose, work is appropriate if the employee is able to perform it and it is within the employee's skills and experience. **…**	
71	**39. Provision of employee accommodation and meals** **…** **39.2 Adult employees** The amounts set out in the table below may be deducted from the wages of an adult employee for the provision of accommodation, meals or both by their employer. The same amounts may be deducted from the wages of a junior employee in receipt of adult wages. **Service provided** | **Deduction $ per week**	**36. Deductions for provision of employee accommodation and meals** … **36.3 Adult employees and junior employees on adult wages** An employer may deduct from the wages of an adult employee, or the wages of a junior employee on adult rates, the amount specified in column 2 of Table 12—Employees on adult rates for the service specified in column 1 provided by the employer: **Table 12—Employees on adult rates**	AHA Sub-13/06/17 (Para 53): Draft clauses should reflect the value of the deduction is applied per meal provided to the employee and not per week. **Drafter's comments:** The PLED reflects the current award.

<table>
<tr><th>Item</th><th>Current Award
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<tr><td></td><td><table><tr><td>Single room and 3 meals a day</td><td>195.83</td></tr><tr><td>…</td><td></td></tr><tr><td>A meal</td><td>7.83</td></tr></table>NOTE: The ‘Single room and 3 meals a day’ amount is calculated at 25% of the standard weekly rate. The following internal relativity is then applied:<table><tr><th></th><th>%</th></tr><tr><td>…</td><td></td></tr><tr><td>A meal</td><td>1% of the standard weekly rate</td></tr></table>…</td><td><table><tr><th>Column 1
Service provided by employer</th><th>Column 2
Deduction
$ per week</th></tr><tr><td>Single room and 3 meals a day</td><td>$202.28</td></tr><tr><td>…</td><td></td></tr><tr><td>A meal</td><td>$8.09</td></tr></table>…</td><td></td></tr>
<tr><td>73</td><td>(Only a sample of the Schedule has been reproduced)
Schedule D—Classification Definitions
…
D.2 General classification definitions
D.2.1 Food and beverage stream
Food and beverage attendant grade 1 means an employee who is engaged in any of the following:</td><td>(Only a sample of the Schedule has been reproduced)
Schedule A—Classification Structure and Definitions
…
A.2 General classification definitions
A.2.1 Food and beverage stream
(a) Food and beverage attendant grade 1 means an employee who is engaged in any</td><td>AHA Sub-13/06/17 (Para 55): Wage levels in brackets should be included to meet the intention of the plain language re-drafting.
Drafter’s Comment: The purpose of Schedule A is to define the classification terms which are used in Table 3 and where wage levels are assigned. It seems unnecessary to include wage levels as part of the defined term.
It is suggested that consideration be given to inserting a further Note to A.1 stating that clause 18 sets out minimum rates for each classification.</td></tr>
</table>

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	• picking up glasses; • emptying ashtrays; …..	of the following: • picking up glasses; • emptying ashtrays; • …	
77	**D.2.2 Kitchen stream** … **Cook (tradesperson) grade 3** means a commi chef or equivalent who has completed an apprenticeship or who has passed the appropriate trade test, and who is engaged in cooking, baking, pastry cooking or butchering duties. **Cook (tradesperson) grade 4** means a demi chef or equivalent who has completed an apprenticeship or has passed the appropriate trade test and who is engaged to perform general or specialised cooking, butchering, baking or pastry cooking duties and/or supervises and trains other cooks and kitchen employees. **Cook (tradesperson) grade 5** means a chef de partie or equivalent who has completed an apprenticeship or has passed the appropriate trade test in cooking, butchering, baking or pastry cooking and has completed additional appropriate training and who performs any of the following: • general and specialised duties including supervision or training of other kitchen	**A.2.2 Kitchen stream** … **(f) Cook grade 3 (tradesperson)** means a commi chef or equivalent who has completed an apprenticeship or passed the appropriate trade test or who has the appropriate level of training and who is engaged in cooking, baking, pastry cooking or butchering duties. **(g) Cook grade 4 (tradesperson)** means a demi chef or equivalent who has completed an apprenticeship or passed the appropriate trade test or who has the appropriate level of training and who is engaged to perform general or specialised cooking, butchering, baking or pastry cooking duties or supervises and trains other cooks and kitchen employees. **(h) Cook grade 5 (tradesperson)** means a chef de partie or equivalent who has completed an apprenticeship or passed the appropriate trade test or who has the appropriate level of training in cooking, butchering, baking or pastry cooking and who performs any of the following:	AHA Sub-13/06/17 (Para 55): The words "or who has the appropriate level of training" should not be included in the draft Cook grade 3 (tradesperson), Cook grade 4 (tradesperson) and Cook grade 5 (tradesperson) definitions. **Drafter's comment:** The expression "or who has the appropriate level of training" could be omitted from A.2.2(f), (g) and (h) and in paragraph (h) the words "has completed additional appropriate training and " could be inserted after "and who". AHA Sub-05/09/17 (Para 55): Presses earlier submission.

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	staff; • ordering and stock control; and • supervising other cooks and other kitchen employees in a single kitchen establishment.	• general and specialised duties, including supervision or training of kitchen employees; or • ordering and stock control; or • supervising kitchen employees in a single kitchen establishment.	
84 and 85	*No provision in current award*	**Schedule B—Summary of Hourly Rates of Pay** NOTE: Employers who meet their obligations under this schedule are meeting their obligations under the award. **B.1 Ordinary hourly rate** **B.1.1 Ordinary hourly rate** means the minimum hourly rate of pay for an employee plus any all purpose allowances to which the employee is entitled. NOTE 1: Where an allowance is payable for all purposes in accordance with clause 24.2(a), the allowance forms part of the employee's ordinary hourly rate and must be added to the minimum hourly rate when calculating penalties or overtime.	B.1.1 AHA Sub-13/06/17 (Para 67): The existing "Ordinary Hourly Rate" definition should be retained. **Drafter's comment:** The definition in Schedule B reflects that in clause 2. AHA Sub-05/09/17 (Para 55): Presses earlier submission. AHA Sub-13/06/17 (Para 68): Schedule B.1.1 Note 1 and its unidentified all-purpose allowances reference could be confusing. **Drafter's comment:** If the definition of "ordinary hourly rate" is to be amended to exclude all purpose allowances then the Note should be amended to omit "forms part of the employee's ordinary hourly rate and". Otherwise the Note is helpful and should be retained.
86	*No provision in current award*	**Schedule B—Summary of Hourly Rates of Pay**	~~B.2~~ AHA Sub-13/06/17 (Para 69): The term "general" in

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		… **Full-time and part-time general employees** **B.2.1 Full-time and part-time general employees—ordinary and penalty rates** *(Table not reproduced)* **B.2.2 Full-time and part-time general employees—overtime rates**	"general employees" reference should not be included. **Drafter's comment:** It is suggested that a Note be inserted at the beginning of Schedule B stating that references to general employees are to employees other than Managerial staff (Hotels) employees and casino gaming employees. AHA Sub-05/09/17 (Para 55): Presses earlier submission.
91		**Schedule D—School-based Apprentices** … D.2 A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement for an apprentice declared or recognised by the relevant State or Territory authority. … D.6 The duration of the apprenticeship must be as specified in the training agreement for each apprentice but must not exceed 6 years.	AHA Sub-13/06/17 (Para 69): The words "or contract of training" should be reinserted after "training agreement" in Sched D.2 and Sched D.6 to recognise the varied states and territories descriptions of training arrangements. **Drafter's comment:** This suggestion is appropriate if there are jurisdictions that still refer to a "contract of training" and not a "training agreement". (PN284-289 of 12/09/17 transcript) Parties are asked to provide further submissions in response to Drafter's comment. **No further submissions received** **Matter outstanding**
93	**Schedule G—School-based Apprenticeship**	**Schedule D—School-based Apprentices**	AHA Sub-13/06/17 (Para 78): Wording in current Schedule G.12 should be wholly retained in the draft

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	… G.12 For the purpose of this clause, a relevant training qualification is: G.12.1 a qualification from a National Training Package that covers occupations or work which are covered by this award, or is a qualification from an enterprise Training Package listed above; and G.12.2 an AQF Certificate Level III. A school-based apprenticeship does not include a qualification which can normally be completed through a Training Agreement of a duration of three years or less (such qualifications would generally be covered by traineeship provisions).	**…**	Schedule D. **Drafter's comment:** It is to be noted that the term defined by current Schedule G.12 is not used in current Schedule G. AHA Sub-05/09/17 (Para 55): Presses earlier submission.
95			AHA Sub-13/06/17 (Para 81): General variations sought in its submission of 13 October 2016 should be considered prior to the finalisation of the plain language exposure draft because of the potential impact on clauses being re-written. Note: Submissions made in AM2014/272