

This revised summary of submissions organises issues based on whether they are outstanding or resolved. Tracked and untracked version of the revised plain language exposure draft (PLED) was published on 1 December 2017.

Outstanding

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
3	Ai Group	Sub-1/03/17	2	Definitions – shiftworker Delete ‘shiftworker’ definition. Definition at clause 2 attributes meaning each time ‘shiftworker’ appears in the ED. This is confusing as the definition redirects reader to a definition that defines shiftworker for specific purpose of employee’s annual leave entitlement only.	Para 17-20	Ai Group reserved position pending drafting concerns re Part 6. Drafting OK if no Part 6 resolved. Transcript PNS 59 – 62.
4	Ai Group	Sub-1/03/17	2	Definitions – references to tables 1, 2, 4 - 8 Delete ‘Table 1–facilitative provisions’, ‘Table 2–Entitlement to rest breaks’, ‘Table 4–Junior wages’, ‘Table 5–Overtime rates’, ‘Table 6–Penalty rates for shiftwork’, ‘Table 7–Overtime rates for shiftwork’ and ‘Table 8–Period of notice’. Definitions of tables do not serve any identifiable purpose. Definition of Table 8 refers to clause 4.12. Neither 4.12 nor any other provision contains a table labelled table 8. Acknowledge 4.12 is a standard clause. Don’t understand purpose of referring to table 2. Table 8 is not referred to in any other provision of the instrument.	Para 21-24, Para 30-40	Transcript PNS 64 – 80 Drafter comment: Inclusion of tables in definition clause simplifies references to the tables throughout the award.
	Ai Group	Sub-1/03/17	2	Definitions – reference to table 3 Approach adopted in ED makes document harder to navigate. Amend ED by deleting definition of ‘Table 3–Minimum wages’ in clause 2 and amending clauses 16.2 and 16.4 by deleting reference to ‘Table 3 – Minimum wages’ and replacing it with reference to ‘clause 16.1–	Para 25-29	

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				Minimum wages'. 19.3 should refer to clause 16.		
5	Ai Group	Sub-1/03/17	4.1	<p>Coverage – 4.1 Amend clause as follows: '4.1...(a) private sector employers throughout Australia who engage <u>with respect to their</u> employees wholly or principally <u>engaged</u> in clerical and administrative... (b) private sector employees of employers mentioned in paragraph (a) who are wholly or principally <u>engaged in performing</u> clerical and administrative...' ED has omitted 'with respect to their employees' engaged in clerical work in reference to employers covered by the Award. May cause confusion regarding coverage.</p> <p>- 'Employee' is described differently to current award. Not yet apparent whether there is material difference. - Provision doesn't limit coverage to the employer with respect to its employees who are engaged wholly or principally in clerical work as per current 4.1. - Unclear extent employers confined to employment relationship with relevant group of employees. - Clause refers to classification definition of clerical work which did not occur in current award. Ai group may seek to make further submissions on this later.</p>	Para 41-50, paras 15 - 16	Provisionally resolved to address issues in transcript PNS 104 – 133.
	ABI&NSWBC	Sub-28/02/17	4.1(a)	ED has omitted 'with respect to their employees' engaged in clerical work in reference to employers covered by the Award. May cause confusion regarding coverage.	Para 2.1-2.2	
	Ai Group	Repliesub-		Matters raised by ABI&NSWBC were	Para 6-7	

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		10/4/17		dealt with in Ai Group’s February submission at paras 41-50.		
8	ASU	Sub-2/03/17	4	Coverage Removing ‘clerical work’ may create confusion regarding coverage of cash handling.	Para 3	Transcript PN 143 – 149
	Ai Group	Repliesub-10/4/17		In relation to ASU’s submission. Ai Group refer to paragraphs 15 – 16 of February 2017 Submission and notes that the issue relates to the redrafting of the coverage clause and classification structure.	Para 5	
9	Ai Group	Sub-1/03/17	4.2 4	Coverage – 4.24 Amend clause as follows: ‘...covered by a modern award that contains clerical and administrative classifications, including <u>employers covered by</u> any of the following modern awards <u>with respect to employees covered by the awards:</u> ’ -Clause excludes from coverage any employer covered by any of the awards listed at 4.6. -An employer and some of its employees may be covered by an industry award. To that extent, the employer is not covered by the award. But if the same employer also employs some employees not covered by the relevant industry award, and are otherwise covered by Clerks’ award, clause 4.6 does not exclude them from coverage.	Para 67	Clauses 4.3 and 4.4 have been updated after the September conference. Parties should review re-drafted clauses 4.3 and 4.4. Relevant extracts of transcript PNS 149 – 166.
	ASU	Sub – 16/10/17	4.2	ASU provided a list of awards that contain clerical classifications or functions.	Para 1.	
11	Business SA	Sub-28/02/17	4.3 2	Coverage – 4.32 Second part of current provision has been removed (“if the employer is not covered by another modern award containing a classification which is more appropriate to the work performed by the employee. This	Para 1.2	Paragraph 4.32 (a) updated after September conference. Parties should review re-drafted clause 4.2.

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				subclause operates subject to the exclusions from coverage in this award”) Change to wording could substantially alter entitlements and lead to unexpected consequences.		Relevant extracts of transcript PNS 167 – 194.
	Ai Group	Replysub-10/4/17		Seek guidance from Commission re: manner this clause will be dealt with.	Para 11-12	
	Ai Group	Sub-1/03/17		Do not propose to make submissions but may seek to do so in due course. Commission document identifies it as a “common clause”.	Para 71	
	Ai Group	Sub-1/03/17		Do not propose to make submissions but may seek to do so in due course. Commission document identifies it as a “common clause”.	Para 73	
	ABI	Sub – 28/09/17		ABI Support provisional view expressed by Ai Group at paragraphs 168-193.	Page 1	
	ASU	Sub – 16/10/17		ASU wants wording dealing with on hire employees in the PLED maintained. Referred to extract from AMOD Full Bench [2009] AIRCFB 865, ‘ <i>We have decided not to make a modern award for the labour hire industry, consistent with the general view of representatives of employers and employees. We think it is preferable that modern awards should be varied, where necessary, to extend their coverage to labour hire firms and their employees. This will result in a more consistent safety net as between direct and labour hire employees in the relevant industry</i> ’. ASU submit the PLED should continue to specifically maintain award coverage of labour hire firms and their employees as proposed by the Modernisation Full Bench.	Para 2	

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21	Ai Group	Sub-1/03/17	10.2	<p>Part-time employment – 10.2 Delete clause and replace with: ‘A part-time employee is entitled to pay and conditions provided by this award on a pro-rata basis.’ -10.2 very different from current clause. -Blanket clause such as 10.2 in ED is inherently problematic. -Proposed clause does not make award simpler or easier to understand. -Alters legal effect by inverting requirement of current 11.2. -Examples – allowances, meal periods. Clauses do not expressly state they apply differently to full and part-time employees.</p>	Para 97-109	<p>Clause 10.2 deleted post Nov conference - Transcript PNS 244 – 264</p> <p>ASU reserved position. Parties should review revised clause.</p>	
	Business SA	Sub – 26/09/17			Business SA support deleting clause 10.2.		Para 1
	ABI	Sub – 28/09/17			ABI not opposed to deleting clause 10.2		Page 1
	ASU	Sub – 16/10/17			ASU believes clause 10.2 should be maintained as it succinctly states, for the benefit of part-time employees, how the award applies to part-time employees.		Para 3
24	Business SA	Sub-28/02/17	11.1	<p>Casual employment – 11.1 Define casual employment as one that is not full-time or part-time. Business SA raised same issue in relation to Pharmacy Award.</p>	Para 5.1	<p>Clause 11.1 re-drafted.</p> <p>Interested parties to review.</p> <p>Transcript PNS 274 - 307</p>	
	Ai Group	Replsub-10/4/17			Refer Business SA to original submission which subsumes their concerns regarding clause.		Para 28-29
	Ai Group	Sub-1/03/17	11.1	<p>Replace clause with clause 12.1 of Award.</p> <p>-Proposed provision strongly opposed. Current clause is a definition. -Proposed clause requires consideration of 2 other clauses. Unclear how this would apply. -This is substantive change.</p>	Para 123-131		
	ASU	Sub – 16/10/17	11.1	Allege clause 11.1 should be maintained. The interaction of clauses 10.1 and 11.1 could be	Para 4		

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				resolved by words at the end of clause 10.1 to the effect that ‘unless the employee is specifically employed as a casual’.		
	Ai Group	Sub – 16/10/17	11.1	Continues to press February submission and refer to paras 275 – 307 of transcript of the September conference. Allege re-drafted clause alters effect of current award and is problematic when read with clause 11.1 of the exposure draft. It fundamentally alters the definition of casual employment, a matter that was central to the reasoning applied by a Full Bench in a recent decision to introduce casual conversion provisions in a significant number of awards. Requests further opportunity to be heard given potential implication that this may have for other modern awards.	Pages 1 – 2	
26	Ai Group	Sub-1/03/17	12.2	Classifications – 12.2 Do not currently propose to make submissions but may wish to in future. Connected with issues regarding Schedule A.	Para 134	Ai Group may seek to be heard further depending on outcome of concerns in relation to Schedule A. Transcript PN 309
27	ABI&NSWBC	Sub-28/02/17	13.1	Ordinary hours of work Heading may cause confusion due to common usage of ‘shift’ to refer generally to period of engagement rather than start/finishing times. Change wording for clause 13.1 to ‘clause 13 applies to employees who are not engaged to work the shifts as defined in clause 25’.	Para 4.2	ABI’s concerns resolved by re-drafted clause. Ai Group may seek to revisit depending on outcome of concerns in relation to Part 6.
	Ai Group	Replysub-10/4/17		Do not consider the confusion alleged in fact arises or that the variation is necessary.	Para 32	Transcript PNS 310 – 313.

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31	ABI&NSWBC	Sub-28/02/17	13.5, 13.6	Ordinary hours of work – 13.5 <i>In response to question raised by Commission</i> Agree spread of ordinary hours in clause 13.5 may be altered by one hour at both ends of the day pursuant to clause 13.6.	Para 4.4	This matter has come before awards stage full bench in a number of awards. Consideration is deferred until the conclusion of the award stage of the review [2016] FWCFB 7254 at PNs 177 – 190.
	Ai Group	Repliesub-10/4/17		Agree with ABI&NSWBC submission.	Para 38	
	Ai Group	Sub-1/03/17		ED permits increase to spread of hours by one hour at both ends.	Para 169-170	
	ASU	Sub-2/03/17		Award allows for spread to be altered by a maximum of one hour a day, but not by one hour before and one hour after an engagement as this could be two hours in the day	Para 6	
	Ai Group	Repliesub-10/4/17		Disagree with ASU submission and believes alteration would be a substantive change to the award.	Para 40	
3§	ABI&NSWBC	Sub-28/02/17	13.7 13.5	Ordinary hours of work – 13.7 <i>In response to question raised by Commission</i> Substantially captures intention of current clause 25.1(b). However, suggests ordering of clauses be reversed to improve clarity.	Para 4.5	35 - 37 considered together Interested parties to review clause. Transcript PNS 344 – 360
	Ai Group	Repliesub-10/4/17	Do not agree with ABI&NSWBC submission.	Para 41		
	Business SA	Sub-28/02/17	Accurately reflects intention of current award clause 25.1(b).	Para 6.3		
	Ai Group	Repliesub-10/4/17	Do not agree with Business SA submission.	Para 43		
	Ai Group	Repliesub-10/4/17	Do not agree with ASU submission for reasons set out in paras 171-186 of February submission.	Para 46-47		
	Business SA	Sub – 26/09/17	Business SA does not object to deleting the reference to ‘majority’ in clause 13.7(b)	Para 2		
	ABI	Sub – 28/09/17	Agree ‘the majority’ should be deleted from clause 13.7(a)(ii). Proposed alternative wording: ‘That other modern awards sets a spread of hours other than that set out in clause 13.5’	Page 1		

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	ASU	Sub – 16/10/17		ASU supports the current wording of the PLED. In the Commission’s suggested wording at paragraph 351 of transcript removes reference to the majority. The ASU believe the word majority would substantially change the current operation of clause 25.1(b) of the Modern award. The effect would be that an employer covered by three Modern awards would have a unilateral discretion to determine the spread of hours from any one of those modern awards.	Para 5	
36	Ai Group	Sub-1/03/17	13.7 13.5	<p>Ordinary hours of work – 13.7 Replace clause with following wording: ‘13.7 Setting ordinary hours by a different award (a) Clause 13.7 applies to an employee who works in association with other employees who work ordinary hours outside the spread of hours prescribed by clause 13.5. (b) The hours during which ordinary hours may be worked by the employee are as prescribed by the modern award applying to the majority of employees in the workplace.’</p> <p>-Application of proposed clause is unclear. Does not specify which employees it applies to. Unclear which employees can be directed to work hours in another award. Presumably means those identified in 13.7(a)(i) and (ii) but this is not clear. -Current provision requires employees be working in association with other clauses of employees, whereas ED wording is ‘work closely with. -Argue this narrows scope. - Current cl 25.1(b) applies where the other employees work ordinary hours outside the spread</p>	Para 171-186	

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				of hours in the clerks' award. ED alters this application. -ED materially different from current award.		
	Ai Group	Sub – 16/10/17		Concerned that the re-drafting proposed during conference (PN351) will not resolve various concerns raised by Ai Group (paras 171 – 186 above). Continue to press for the replacement of 13.7 with their proposal at paragraph 186 of the 1 March Submission on the basis that it would properly restore the legal effect of the current clause 15.1(b).	Page 2	
37	Business SA	Sub-28/02/17	13.7(a) 13.5(a)	Ordinary hours of work – 13.7 Amend clause so 13.7(a) explicitly refers to clause 13.7(b).	Para 6.2	
	Ai Group	Replsub-10/4/17		Ai Group submission at paras 171-185 subsumes Business SA's proposal.	Para 45	
38	Ai Group	Sub-1/03/17	13.7 13.5 - example	Ordinary hours of work – 13.7 – example Amend example as follows: EXAMPLE: Employees An employee covered by this award works in association with employees who are covered by an award that sets ordinary hours of work <u>ordinary hours</u> between 5.30 am and 6.30 pm Monday to Friday. The award that sets ordinary hours of work between 5.30 am and 6.30 pm Monday to Friday covers the majority of employees at the workplace sets ordinary hours of work between 5.30 am and 6.30 pm Monday to Friday. The employer may direct that employees the employee covered by this award to work ordinary hours between 5.30 am and 6.30 pm Monday to Friday (rather than the spread set out in clause 13.5). -Refer to reasons above.	Para 187	Ai Group sought opportunity for parties to review. Transcript PNS 364
	ASU	Sub-2/03/17		Example posted at PLED clause 25.4(c) reflects the intention of clause 25.1(b).	Para 7	
	ASU	Sub – 16/10/17		ASU does not oppose the example provided in the	Para 6	

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				PLED below clause 13.5(b).		
	Ai Group	Sub – 16/10/17		Submit that example should be amended as set out in para 187 of submission of 1 March.	Page 3	
30	Ai Group	Sub-1/03/17	13.8 13.6	<p>Hours of work – 13.8 Amend clause as follows: ‘Ordinary hours of work <u>must be worked continuously</u> are continuous, except for rest...’ -Submit that clause wording ‘are continuous’ doesn’t make sense. -Current provision requires that ordinary hours must be worked without interruption with the exception of breaks.</p>	Para 188-192	<p>Items 39 and 40 dealt with together.</p> <p>Parties sought opportunity to provide advice and review.</p> <p>Transcript PNS 363 – 384</p>
	Business SA	Sub – 26/09/17		Business SA does not oppose the amendment proposed by the Vice President.	Para 3	
	ABI	Sub – 28/09/17		ABI do not oppose wording proposed at paragraph 382.	Page 1	
	ASU	Sub – 16/10/17		ASU support wording suggested by Commission.	Para 7	
	Ai Group	Sub – 16/10/17		Provide suggested wording for clause 13.6 on basis of paragraph 382 of the transcript.	Page 3	
40	Ai Group	Sub-1/03/17	13.6	<p>Amend clause as follows: ‘Ordinary hours of work <u>must be worked continuously at the discretion of the employer</u> are continuous, except for rest breaks...’ -‘at the discretion of the employer’ should be reinserted to ensure award is simple and easy to understand. -words clarify that employer is to determine when ordinary hours of work will be performed.</p>	Para 192-196	
42	ABI&NSWBC	Sub-28/02/17	14.2	<p>Rostered days off (employees not engaged in shifts) Amend clause as follows: 14.2(a): “work longer hours each day during the weekly as part of the ordinary hours of duty”. 14.2(b): “take a day off at some later time in the eyele”. Otherwise clause should be subject to further</p>	Paras 5.1 – 5.3	<p>Clause 14.2 updated post conference.</p> <p>Interested parties should review.</p> <p>Transcript PNS 384 – 405.</p>

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				discussion due to significant changes as part of process.		
	Ai Group	Replysub-10/4/17		Agree with ABI&NSWBC submission that clause is problematic. Refer to paras 197-209 of February submission.	Para 51	
	ASU	Sub-2/03/17	14	Re-drafted clause reflects the intention of current modern award clauses 25.3 and 25.4.	Para 8	
	Ai Group	Replysub-10/4/17		Do not agree with ASU submission.	Para 50	
	Ai Group	Sub-1/03/17	14.2	<p>Rostered days off – 14.2 Suggests replacing clause with the following: ‘An employer may give an employee a rostered day off during the employee’s work cycle.’ - Clause is a new provision. It limits circumstances in which an entitlement to RDO may arise. - Current provision does not mandate implementation of a roster in order for an employee to be entitled to an RDO. - Changes legal effect. - Provision also ambiguous. - If clause included it should not limit manner in which RDO can be afforded to an employee.</p>	Para 197-209	
44	Business SA	Sub-28/02/17	14.67(d)	<p>Rostered days off – 14.6(d) Clause does not accurately reflect current award provisions and results in a substantive change.</p>	Para 7.1	Clause 14.6 updated post conference
	Ai Group	Sub – 16/10/17		Drafting of 14.7(a) of PLED appears to ensure that overtime penalties do not accrue. The current wording at clause 25.4(d) of the Award is broader in effect because it provides that ‘no payments or penalty payments are to be made’. This may alter legal effect of the award.	Page 4	Transcript PNS 425 – 426.
45	ABI&NSWBC	Sub-28/02/17	15	<p>Breaks (employees not engaged on shifts) – 15 <i>In response to question raised by Commission</i> Redraft captured same content as previous award; however issues relating to clarity have not been resolved.</p>	Para 6.2	Deferred pending consideration of shiftwork Part.
	Ai Group	Replysub-10/4/17		Do not agree with ABI&NSWBC submission	Para 57	Transcript PNS 427 – 432.

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				(February submission paras 215 – 244).		
	ASU	Sub-2/03/17	15	Redrafted clause 15 reflects the intention of current modern award clauses 26.1 and 26.2.	Para 9	
	Ai Group	Replysub-10/4/17		Disagree with ASU submission (see Feb submissions paras 215 – 244).	Para 54	
54	Ai Group	Sub-1/03/17	15.4	Breaks – 15.4 Concerned changed wording does not specify when higher rate is payable. Amend clause to read: 'An employer must pay an employee who is required to work through their meal break 200% of the minimum hourly rate <u>for time so worked</u> until a meal break is taken.'	Para 236-240	Clause 15.4 updated post conference. Interested parties to review. transcript PN 443 – 452
57	Ai Group	Sub-1/03/17	16.1	Minimum wages – 16.1 Proposes new preamble to increase clarity: "An employer must pay a full-time employee aged 21 years or older the relevant minimum weekly rate below for ordinary hours of work. A part-time or casual employee aged 21 years or older must be paid the relevant minimum hourly rate below for ordinary hours of work. Clause 16.1 does not apply to employees referred to in clause 16.5 and clause 16.6". -Redrafted clause not simple and easy to understand. -Self-evident from table that employer is to pay employee rate prescribed for relevant classification. -Ai Group submit their re-draft makes clear that minimum wages payable for ordinary hours of work, and that they are not payable to trainees and employees eligible for a supported wage. -Change would render note 2 unnecessary.	Para 245-249	Clause 16.1 amended post conference. Transcript PN 464 – 470.
	Ai Group	Sub-1/03/17	16.1	'Column 1, Column 2 and Column 3' unnecessary and should be deleted	Para 250	

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59	Ai Group	Sub-1/03/17	16.2	Minimum wages – 16.2 Amend clause by deleting ‘table 3’ and replacing with ‘clause 16.1–Minimum wages’ -Refer to submission on inclusion of tables in definitions.	Para 259	Transcript PNS 71 – 74
63	Ai Group	Sub-1/03/17	16.4	Amend clause by deleting ‘Table 3 – Minimum rates’ and replacing with ‘clause 16.1 – Minimum wages’ – reasoning as per 16.1 above.	Para 264	Transcript PNS 77 – 80 (not addressed in transcript) No amendment made post conference.
64	Ai Group	Sub-1/03/17	16.4	To improve clarity, amend clause to read: ‘An employer must pay an employee aged 20 years and under the relevant percentage of the appropriate minimum hourly rate contained in clause 16.1 – Minimum wages’	Para 265-269	Transcript PN 475 – 478
70	Ai Group	Sub-1/03/17	20.1(a)	Annualised salaries Following clauses should also be referred to in ED: -25–Rest period after working overtime (employee not engaged on shifts) -26–Time off instead of payment for overtime (employees not engaged on shifts) -13.10–Make-up time -29–Ordinary hours of work and rostering for shiftwork -32–Time off instead of payment for overtime for shiftwork -33–Rest period after working overtime for shiftwork	Para 292-293	Ai Group has no further issue. ASU reserve position. Issue on hold until determination of annualised salaries full bench – transcript PN 489 – 491
	ASU	Sub – 16/10/17			ASU agrees that this item should await the outcome in matter AM2016/13	
77	ABI&NSWBC	Sub-28/02/17	23	Penalty rates (employees not engaged on shifts) Reference to ‘shifts’ in heading causes confusion. Do not consider that the confusion alleged by ABI&NSWBC in fact arises.	Para 9.1	Item linked to shiftwork issue. Item on hold for now -
	Ai Group	Replysub-10/4/17			Para 75-76	

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						transcript PN 496 – 497
84	ABI&NSWBC	Sub-28/02/17	24	Overtime Reference to shifts in heading causes confusion, suggests changing title as suggested in respect of clause 23.2.	Para 10.1	Item linked to shiftwork issue.
	Ai Group	Replysub-10/4/17		Do not consider confusion alleged by ABI&NSWBC arises.	Para 79-80	Item on hold for now - transcript PN 516 – 517
92	Ai Group	Sub-1/03/17	24.4(b)	Amend clause as follows: ‘An employer must pay an employee with a minimum of 3 hours at overtime rates for work performed on a Saturday where an employee has worked 38 hours or more over Monday to Friday, <u>provided the employee is ready, willing and available to work such overtime.</u> ’ -Employee being ready, willing and able to perform the minimum 3 hours is a precursor to entitlement to payment for 3 hours.	Para 359-363	No update post conference. Item concerns use of words ‘willing and available.’ Ai Group should advise if they continue to press. transcript PN 520 - 527
96	Ai Group	Sub-1/03/17	25.3	Rest period after working overtime – 25.3 Amend clause as follows: ‘Despite clause 25.2, where an employee <u>works so much overtime between the termination of the employee’s ordinary work on one day and the commencement of the employee’s ordinary work on the next day, due to overtime worked, would be required to start work before having that the employee has not had 10 consecutive hours off duty between those times:...</u> ’	Para 381-388	Items 96, 98 and 99 addressed together. Clause 25.3 updated post conference. Interested parties to review. Transcript PN 554 – 562.
98	Ai Group	Sub-1/03/17	25.3(b)	Amend clause as follows: ‘the employee must not suffer any loss of pay for an absence during ordinary hours <u>ordinary working time occurring while the employee is released from duty as a result.</u> ’ -Provision ambiguous. Submission seeks to clarify that the employee must not lose pay in relation to the hours that fall during the employee’s 10 hour absence.	Para 392-396	Items 96, 98 and 99 addressed together. Clause 25.3(b) updated post conference. Interested parties to review.

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						Transcript PN 563 – 568.
99	Business SA	Sub-28/02/17	25.4	Rest period after working overtime – 25.4 Employee should only resume work without a 10 hour consecutive break on instruction by employer.	Para 12.1	Items 96, 98 and 99 addressed together.
	Ai Group	Sub-1/03/17	25.4	Amend clause as follows: ‘ <u>If on the instructions of the employer where an employee...</u> ’ -ED does not contain qualifier that clause only applies if the employee resumes or continues work without having 10 consecutive hours off duty.	Para 397-401	Clause 25.4 updated post conference. Interested parties to review. Transcript PN 570 – 577.
	Ai Group	Replysub-10/4/17		Agree with business SA submission.	Paras 83-84	
100	Ai Group	Sub-1/03/17	25.4(c)	Amend clause as follows: ‘the employee must not suffer any loss of pay for an absence during ordinary <u>working</u> hours as a result.’ -Reference to ordinary hours in ED is not clear. Clause only applies to ordinary time occurring during the absence.	Para 402-405	Clause 25.4 updated post conference. Interested parties to review. transcript PN 580 – 582
105	Ai Group	Sub-1/03/17	27.1	Shiftwork definitions Amend clause to read: ‘An employee may be employed <u>required</u> to work ordinary hours in accordance with the following...’ -ED raises question of whether an employee not employed for the purpose of working shifts (according to definitions) may be required to work in accordance with the definitions. Current award does not make reference to this.	Para 420-424	Clause 27.1 updated. Interested parties should review. transcript PNS 589 – 621
106	Ai Group	Sub-1/03/17	27.1	<i>In response to question raised by Commission</i> Provisions of Part 6 apply where an employee is employed by their employer on shifts. That is, where an employee is required to work a shift (or shifts) in accordance with the shift definitions at clause 27.1, the terms and conditions prescribed	Para 425-426	Clause 27.1 updated. Interested parties should review. transcript PNS 589 – 621

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	ASU	Sub-2/03/17		by Part 6 apply. Provisions in clause 27.1 apply when an employee is working shifts receiving penalties for working those shifts. When an employer employs someone as a shiftworker the employer must notify the employee of their shiftwork status.	Para 13	
107	Ai Group	Sub-1/03/17	27.2	Shiftwork definitions – 27.2 Amend clause to read: ‘The spread of hours in clause 27.1 may be altered by up to one hour at either end of the spread shift .’ -Rationale for reference to shift in 27.2 unclear. This renders provision ambiguous as the ability to vary the spread of hours relates to the hours over which the employee may be required to perform ordinary hours of work. It doesn’t necessarily alter the time a particular <i>shift</i> is commenced or completed.	Para 427-432	Cross reference updated. Transcript PN 627. Alteration of the span of hours at either end of the shift has come before awards stage full bench in a number of awards. Consideration deferred until the conclusion of the award stage of the review [2016] FWCFB 7254 at PNs 177 - 190.
109	Ai Group	Sub-1/03/17	27.2	<i>In response to question raised by Commission</i> Clause 27.2 permits an increase to the spread of hours by one hour at both ends	Para 442-443	Item outstanding – relates to item 107.
	ASU	Sub-2/03/17		Can be altered to be increased by maximum of one hour in a day but not one hour before the engagement and additionally an hour at the conclusion of the engagement as this is potentially 2 hours in the day.	Para 14	
	Ai Group	Replsub-10/4/17		Does not agree with ASU. Variation giving effect to ASU’s interpretation amounts to substantive change to Award.	Para 86	
110	Ai Group	Sub-1/03/17	28.1	Penalty rates for shiftwork – 28.1 Proposes following preamble to replace current one: ‘An employer must pay an employee employed on shifts the following rates if the employee is required to perform ordinary hours of work at the	Para 444-447	Parties seek opportunity to review having regard to revised 27.1 – transcript PN 637.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				relevant times:’ -ED preamble not simple and easy to understand. See reasoning re: other tables above.		
	Ai Group	Sub-1/03/17	28.1	Remove ‘column 1 and column 2’ -Not necessary in light of variation sought to preamble.	Para 448	
136	Ai Group	Sub-1/03/17	21.8(a)	Amend clause as follows: ‘(iii) the employer does not provide, or arrange for, a suitable means of transport to and from the employee’s usual place of residence at no cost to the employee.’ -Application has been extended to between home and work (both ways).	Para 551-555	Resolved – clause in similar terms to pharmacy award - transcript PN 757 A similar issue arose in relation to the Pharmacy Industry award. Please see [2017] FWCFCB 344 PN [204] and [2017] FWCFCB 1612 PN [76] – [77].
	ASU	Sub – 16/10/17		ASU supports clause 19.1 in the terms set out in the PLED	Para 10.	
137	Business SA	Sub-28/02/17	21.8(b)	Original award entitlement only provided payment from place of employment to place of residence. Change in ED has increased entitlement to include other direction, submits original intent be retained.	Para 14.1	See comment at issue 136.
138	Ai Group	Sub-1/03/17	21.8(b)	Amend clause as follows: ‘(b) The employer must reimburse the employee the cost they reasonably incurred in taking a commercial passenger vehicle from the employee’s usual place of residence to the usual place of employment or from the place of employment to the employee’s usual place of residence, whichever is applicable. ’	Para 556-560	See comment at issue 136.
139	Ai Group	Sub-1/03/17	21.8	Note not necessary and should be deleted in light of change sought at item 86.	Para 561	See comment at issue 136.
145	Ai Group	Sub-1/03/17	37.3	Replace clause with the following: ‘An employer and the majority of affected employees in an enterprise or part of an enterprise may by agreement substitute another day for a public holiday. Agreement may also be reached	Para 579-582	Ai Group have reserved position - transcript PNS 790 – 791 (re: interaction with clause 7.2)

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				between an employer and an individual employee.’ -Ai Group submits their proposal is simpler and easier to understand.		
	Ai Group	Sub – 16/10/17		Clause 31.2 of the current award enables a public holiday to be substituted by agreement. Ai group submit the wording does not preclude agreement between an employer and an individual or multiple employees. The variations at clauses 7.2 and 37.2 have the effect of requiring that a public holiday may be substituted by agreement with the majority and this alters the legal effect. Both clauses should be amended to agreement with an individual or the majority.	Page 4	
146	Business SA	Sub-28/02/17	Schedule A	Classification Structure and Definitions ‘Characteristics’ has been replaced with ‘competencies’, potential for change to have unintended effects on classification of employees.	Para 15.1	Reverted to 2010 schedule with some PL amendments - transcript PN 820
	Ai Group	Sub-1/03/17	Schedule A	Classification structure should not be redrafted and classification definitions should be retained in their present form. Any alterations should be done in isolation.	Para 589-616	
148	Ai Group	Sub-1/03/17	Schedule B	Summary of Hourly Rates of Pay Note in schedule does not impose any obligation on an employer but summarises rates payable. Amend clause to read: ‘NOTE: <u>This schedule should be read in conjunction with the terms of the award. Employers who pay the relevant rates contained in meet their obligations under this schedule are meeting their the corresponding obligations under the award.’</u>	Para 617-626	Note updated – Ai Group position noted - transcript PN 826. Interested parties should review.
155	Ai Group	Sub - 130916	2	Definition of minimum hourly rate Ai group suggest “Minimum hourly rates means the minimum hourly rate prescribed by this award”.		Further consideration to be given to this issue - - transcript PN 871.

Resolved

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
1	Ai Group	Sub-1/03/17	1.2	Title and Commencement Delete words, ‘as varied’. Words have effect of circumventing s.165(2) of Act. Ai Group would not oppose a provision that clarifies the award may have been varied since it commenced operation. Arises in all EDs – Commission has not made ruling.	Para 10-14	Resolved. Clause 1.2 varied in accordance with [2017] FWCB 3433 at [326].
2	Ai Group	Sub-1/03/17	2	Definition – clerical work This did not appear in PLED. Also see submissions re: 4.1 at paras 41 – 50.	Para 15 – 16	Resolved - transcript PN 52
6	Ai Group	Sub-1/03/17	4.2	Coverage – 4.2 Amend clause as follows: ‘...covered by a modern award that contains clerical and administrative classifications, including any of the following modern awards:’ -Reference to administrative classifications may alter legal effect. -Referred to Macquarie dictionary definition of clerical and clerk. -Administrative work is potentially associated with the management functions, which arguably are different to the work contemplated by the clerical classifications.	Para 60, 15 - 16	Resolved – transcript PN 146 – 141 Clause 2 and clause 4 have been updated.
7	ASU	Sub-2/03/17	4	Supports inclusion of ‘administrative work’. Amend clause to read: ‘clerical and/or administrative work’	Para 2	Administrative work’ not included at this time. Recommended revisiting issue in future – ‘ transcript PN 141 – 143
	Ai Group	Repliesub-10/4/17		Seek opportunity to respond to ASU submission later once Commission expresses view regarding approach to redrafting classification structure and definitions.	Para 8-9	
10	Business SA	Sub-28/02/17	4.2	Clause 4.2 includes reference at (i) to the Children’s Services Award 2016. Whilst CCSA	Para 1.1	Resolved – transcript PN 22

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				made an application to amend coverage to exclude this award, this submission was formally withdrawn on 30/9/16.		<i>Children's Services Award 2010</i> removed. CCSA noted <i>United Voice v Cuddleppe Early Learning Centre</i> [2015] FWC 6661 resolved issue.
	Ai Group	Replsub-10/4/17		Ai Group note CCSA's claim has been withdrawn.	Para 10	
	Ai Group	Sub-1/03/17		Clause reference to <i>Children's Services Award 2016</i> may be affected by submissions relating to that award and the <i>Clerks–Private Sector Award</i> .	Para 68-70	
12	Ai Group	Sub-1/03/17	4.43(d)	<p>Coverage – 4.4 Amend clause as follows: '(d) employers of <u>in relation to</u> employees mentioned in paragraph (a), (b) or (c). -Current clause excludes from coverage employers covered by a modern enterprise award or enterprise instrument, <i>and employers in relation to those employees</i>. -4.4(d) of ED appears to exclude the employer in relation to any or all of its employees in circumstances where one or more of its employees are covered by a modern enterprise award or an enterprise instrument. This is a significant substantive change.</p> <p>-Same issue arises in respect to 4.4(c).</p>	Para 75-80	Paragraphs 4.43 (a) and (d) updated after September conference. Transcript PNS 69 – 80
13	Ai Group	Sub-1/03/17	4.5	<p>Coverage – 4.5 Do not seek to make comment but may wish to at a later stage.</p>	Para 81-82	Resolved – reference to environment re-inserted after September conference. Transcript PNS 201 – 208.
	Ai Group	Sub – 16/10/17		Word 'environment' is used in the vast majority of modern awards.	Page 1	
14	Business SA	Sub-28/02/17	7.2	<p>Facilitative provisions Clause 13.6 and 13.10 appear twice, could be drafting error. (Altering spread of hours, make-up time).</p>	Para 2.1	Resolved – transcript PN 24. Table formatting error has been corrected.
	Ai Group	Sub-1/03/17		Agree with Business SA submission; see Replsub-10/4/17 . Clauses appear twice could be a drafting error.	Para 83-86	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
15	Ai Group	Sub-1/03/17	7.2	Facilitative provisions – monthly pay periods Proposes amendment to clause 17.2(b) in table by replacing ‘a majority of employees’ with ‘a majority of employees or an individual’.	Para 87-90	Resolved cross reference updated to clause 19.2(b) - Transcript PN 210
16	Business SA	Sub-28/02/17	7.2	Facilitative provisions – table -Clause 29.1 referred to in Table 1, however facilitative provision contained in 29.1(b), update cross-reference. -Clause 32 is also referred to as facilitative provision when provision is actually 32.1, update cross-reference.	Para 2.2-2.3	Resolved – transcript PN 26 Table 1 updated.
	Ai Group	Sub-1/03/17	7.2	Agree with Business SA, see Repliesub-10/4/17 .	Para 91-94	
17	Ai Group	Sub-1/03/17		Third column in Table 1, referring to clause 29.1 delete words ‘an individual or’. -Clause only applies to agreement between employer and a majority of employees.	Para 91-94	Resolved – transcript PN 28 Table 1 updated.
18	Ai Group	Sub-1/03/17	7.2	Clause 34.4(a) is not facilitative and should be removed from table.	Para 95-96	Consistent approach to be applied across all exposure drafts. Clause reference has been updated.
19	Business SA	Sub-28/02/17	9	Full-time employment Submit that ‘each’ should be replaced with ‘either’.	Para 3.1	Withdrawn – transcript PN 19 – 32
	Ai Group	Repliesub-10/4/17		Do not oppose Business SA proposal.	Para 21	Drafting comment: “each” is appropriate.
20	ABI&NSWBC	Sub-28/02/17	10.5 – 10.6	Part-time employment <i>In response to question raised by Commission</i> Clauses 10.5 and 10.6 accurately reflect current award provision. However, no clear method for altering start and finishing times of employee. Should be subject to further discussions.	Para 3.4	Resolved – clause 10.3 updated to include reference to 10.2(c). Transcript PNS 219 – 240
	Ai Group	Repliesub-10/4/17		Supports ABI&NSWBC that clauses 10.5 and 10.6 accurately reflects current award.	Para 22, 25	
	Business SA	Sub-28/02/17		Re-drafted clauses accurately reflect intention of	Para 4.1	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				modern award clause.		
	Ai Group	Repliesub-10/4/17		Supports Business SA submission.	Para 23, 26	
	ASU	Sub-2/03/17		Re-drafted clause accurately reflects intention of current modern award.	Para 4	
	Ai Group	Repliesub-10/4/17		Supports ASU submission.	Paras 24, 27	
22	Ai Group	Sub-1/03/17	10.3	Part-time employment – 10.3 New provision not contained in previous award and inaccurately reflects NES and Award. Delete clause. -Don't understand effect or purpose of clause. -Concept of "proportionate basis" not relevant to some clauses – eg. Public holidays.	Para 110-118	Clause 10.3 deleted. Transcript PNS 270 – 273.
23	Ai Group	Sub-1/03/17	10.4	Part-time employment – 10.4 Amend clause as follows: 'At the time of engaging a part-time employee, the employer and employee must agree in writing with the employee to <u>on</u> all of the following:...' with the employee to -ED suggests employer <i>must</i> agree with employee allowing employee to dictate days and times they work. -This is a substantial change.	Para 119-122	Resolved – transcript PN 34 Clause 10.4 updated.
25	Ai Group	Sub-1/03/17	11.4	Casual employment – 11.4 <i>In response to question raised by Commission</i> Change proposed unnecessary.	Para 132-133	Resolved – transcript PN 36
	ASU	Sub-2/03/17		"An employer must pay a casual employee for a minimum of 3 hours' work on each engagement even if they are rostered to work for fewer than 3 consecutive hours" should remain in the PLED given the inherent irregularity of casual employment.	Para 5	Agreed.
	Ai Group	Repliesub-10/4/17		Do not disagree with ASU proposal.	Para 30	
28	Business SA	Sub-28/02/17	13.2	Ordinary hours of work – 13.2 Clarify by cross-reference that the provision reflects clause 9.2	Para 6.1	Issue dealt with at item 29. Transcript PN 319

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	Ai Group	Replsub-10/4/17		Believes February submission subsumes Business SA's concerns. See next item.	Para 34	
29	Ai Group	Sub-1/03/17	13.2	Delete clause 13.2 – unnecessary. -No equivalent clause in current award. -Repetitive with clause 9 and inaccurate (the number of hours prescribed is <i>the</i> number or ordinary hours of work for a full-time employee.	Para 135-140	Resolved - Clause 13.2 deleted post conference. Transcript PN 323
30	Ai Group	Sub-1/03/17	13.3	Ordinary hours of work – 13.3 Delete clause 13.3 as doesn't appear in current award. -Unnecessary. -Clause 10 clarifies HOW for part-time employees. Proposed 13.3 is repetitive and inaccurate.	Para 141-146	Resolved - Clause 13.3 deleted post conference. Transcript PN 325
32	Ai Group	Sub-1/03/17	13.5	Ordinary hours of work – 13.5 Amend clause as follows: 'Ordinary hours may be worked between (a) <u>from</u> 7.00 am and to 7.00 pm Monday to Friday; and (b) <u>from</u> 7.00 am and to 12.30 pm on Saturday.' -Legal effect deviates from current provision. -'Between' is not inclusive of times – literally means 7.01 – 6.59 etc.	Para 147-151	Withdrawn - Transcript PN 333
33	Ai Group	Sub-1/03/17	13.6	Ordinary hours of work – 13.6 Current clause deviates from previous award entitlement. Amend clause as follows: 'The spread of ordinary hours in clause 13.5 may be altered by up to one hour at either end of <u>the spread of a day</u> .' -Words 'of a day' are problematic. Unnecessarily introduced into a well-known clause. -Words limit the scope by requiring that agreement must be limited to a particular day.	Para 152-158	Resolved – transcript PN 38 Clause 13.6 updated. Unnecessary to refer to spread twice.
34	Ai Group	Sub-1/03/17	13.6(a)	Amend clause as follows: '(a) by agreement between the employer and the majority of employees <u>concerned at the</u>	Para 159-168	Resolved – transcript PN 40

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				workplace covered by this award; or...' -Provision as drafted may be read in two possible ways. -Deviates from current provision. -Current provision applies to the majority of employees <i>concerned</i> . Also, agreement need only be reached with majority of employees covered by the award at the workplace.		Clause 13.6 updated.
	Business SA	Sub-28/02/17	13.6	Legal effect of clause has altered as provision outlines span of hours can be altered by agreement with majority of employees rather than majority of employees <u>concerned</u> .	Para 6.4	
41	ABI&NSWBC	Sub-28/02/17	13.10	Hours of work – 13.10 Submit 'the span of' should be reinserted into clause.	Para 4.6	Withdrawn – transcript PNS 42 – 44.
	Ai Group	Repliesub-10/4/17		Do not oppose ABI&NSWBC amendment. Suggest the word 'spread' be used in lieu of 'span' consistent with clause 27.6 of the Award.	Para 49	Drafter comment: meaning is clear.
43	Ai Group	Sub-1/03/17	14.3	Rostered days off – 14.3 Proposes clause be amended to read: 'An employee who works on a rostered day off basis over <u>each</u> a-20 day roster cycle is entitled to 12 rostered days off over each 12 month period.' -Proposed provision does not make clear entitlement to 12 RDOs only arises if employee works on an RDO basis during each and every 20 day cycle.	Para 210-214	Resolved – transcript PN 45. Clause 14.3 updated.
46	ABI&NSWBC	Sub-28/02/17	15.1	Breaks – 15.1 Wording for clause 15.1 should be changed to 'clause 15 applies to employees who are not engaged to work the shifts as defined in clause 25'.	Para 6.1	Resolved - Transcript PN 433.
	Ai Group	Repliesub-10/4/17		Do not consider that the confusion alleged in fact arises.	Para 55-56	

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47	Ai Group	Sub-1/03/17	15.2	Breaks – 15.2 Amend clause as follows ‘An employee <u>who is required to work</u> works the number...’ as this element has not been reflected in ED from award. -Clause 26.2(b) of current award not reflected in proposed 15.2. Entitlement to a rest break would arise in circumstances where such entitlement would not arise under the current award.	Para 215-220	Resolved – transcript PN 45 Updated clause 15.2
48	Ai Group	Sub-1/03/17	15.2	With respect to entitlements to rest break in clause, proposes to alter preamble wording to: ‘An employee is entitled to a rest break in accordance with the table below if required to work the number of hours specified in any one day.’	Para 221-223	Items 48 and 49 dealt with together in transcript. Items relate to style and will not be dealt with further. Transcript PNS 434 – 441
49	Ai Group	Sub-1/03/17	15.2	Breaks – table Proposes to delete headings ‘Column 1 and Column 2’ in table.	Para 224	Style and format of tables to be consistent with approach taken in all PLEDS.
50	Ai Group	Sub-1/03/17	15.2	Proposes to alter wording to ‘ <u>More than 3</u> but not...’ in the second row of table 2 under ‘hours worked’. -Entitlement does not arise until >3 hours worked. Has effect of granting entitlement in circumstances it doesn’t arise in current award.	Para 225-229	Resolved – transcript PN 45 Table 2 updated.
51	Ai Group	Sub-1/03/17	15.2	Amend table 2, column 1 row 2 to read: ‘More than 3 <u>ordinary hours</u> but not more than 8 <u>ordinary hours</u> on Monday to Friday’ -This will limit clause to current award entitlement which does not apply to overtime hours worked.	Para 230-232	Resolved – transcript PN 45 Table 2 updated.
52	Ai Group	Sub-1/03/17	15.2	Amend table 2, column 1 row 3 to read: ‘More than 8 <u>ordinary hours</u> on Monday to Friday’. -As per row 2 submission above.		Resolved – transcript PN 45 Table 2 updated.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
53	Business SA	Sub-28/02/17	15.4	Breaks – 15.4 Note below clause 15.4 does not accurately reflect provisions of award, word ‘should’ has been changed to ‘will’ and this potentially changes the legal effect of the clause. Clause no longer suggests a pattern of breaks, rather mandates it.	Para 8.1	Resolved – transcript PN 45
	Ai Group	Repliesub-10/4/17		Agree note should be amended as outlined by Business SA	Para 58-60	
55	ASU	Sub-2/03/17	15.4	Use of ‘minimum hourly rate’ is repeated throughout plain language draft and is not a term used in current modern award. The effect will be that penalties, overtime and shiftwork payments will be applied on the minimum hourly rate regardless of an employee being paid more than the minimum hourly rate.	Para 10	ASU position on notice. transcript PN 458 Withdrawn – ASU - Sub – 16/10/17
	Ai Group	Repliesub-10/4/17		Agree with ASU observation regarding the operation of the term ‘minimum hourly rate’, do not understand submission to be proposing a variation however if it is Ai Group may seek an opportunity to respond.	Para 64	
	ABI&NSWBC	Reply-29/3/17		Outlined reasoning behind the term taken from [2014] FWCFB 9412. Because Award does not contain allowances or loadings payable for all purposes the expression has been correctly used in the context of the Award.	Pg 2-3	
	ASU	Sub – 16/10/17		ASU does not press submission.		
56	Ai Group	Sub-1/03/17	15.4	Proposes to change ‘taken’ at end of clause to ‘allowed’. -Proposed provision requires penalty to be paid until break actually taken, which may be after break is allowed. This may results in change in entitlements.	Para 241-244	Resolved – transcript PN 45 Clause 15.4 updated.
58	Ai Group	Sub-1/03/17	16.1	Note 2 is not useful or necessary and should be deleted – see submission above. Also inconsistent with plain language drafting guidelines.	Para 251-258	Resolved – transcript PN 45 NOTE 2 updated.

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60	Ai Group	Sub-1/03/17	16.3	Amend clause to read: ' <u>If required by their employer, An employer may require an employee must provide reasonable evidence to verify their service as mentioned in clause 16.2</u> ' -Current award <i>requires</i> employee to <i>provide</i> reasonable evidence to verify prior service. ED does not impose any obligation on employee to in fact provide the necessary evidence.	Para 260-263	Resolved – transcript PN 45 Clause 16.3 updated.
61	Business SA	Sub-28/02/17	16.4	Minimum wages – juniors – 16.4 Change column 2 of Table 4 to read ‘% of minimum rate’ as there is differentiation between whether payment is by minimum weekly rate or hourly rate. This amendment would alleviate this issue.	Para 9.1	Resolved - transcript PN 465 – 471
	Ai Group	Repliesub-10/4/17		Outlines Business SA proposal points to an issue that arises from the entitlement of part-time and casual employees. Refers to original February submission (paras 271 – 272).	Para 65-66	
62	Ai Group	Sub-1/03/17	16.4	Change column 2 to read ‘% of minimum hourly rate’ rather than referring to table – reasoning as per 16.1 above.	Para 271-272	Resolved - transcript PN 473
65	Ai Group	Sub-1/03/17	16.4	Delete ‘column 1 and column 2’ from table. Reasoning as per submissions re other tables above.	Para 270	transcript PN 475 - 478 Ai Group had provided draft – no amendments have been made
66	Ai Group	Sub-1/03/17	19.2(b)	Payment of wages Propose to amend clause to read: ‘The employer and employees may agree to monthly pay periods <u>with the majority of employees concerned or an individual employee</u> on the basis of 2 weeks in advance and 2 weeks in arrears.’ -See reasoning re: cl 7.2 above.	Para 273-276	Resolved – transcript PN 45 Clause 19.2 updated.
67	Ai Group	Sub-1/03/17	19.2(b)	Further amend clause to read: ‘The employer and employees may agree to	Para 277-282	Cross reference in clause 19.2(c) updated.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				monthly pay period. <u>If such agreement is reached, payment must be made on the basis of 2 weeks in advance and 2 weeks in arrears.</u> -Submit re-draft requires 2 things to be agreed on: monthly pay, <i>and</i> payment 2 weeks in advance and 2 weeks in arrears. Submit that this departs from the current provision which didn't require agreement on method of payment. Rather, this method was required if monthly pay was agreed on.		transcript PN 481
68	ABI&NSWBC	Sub-28/02/17	19.4	Payment of wages under an averaging or banking system – 19.4 Include 'in accordance with' or 'as set out in' before reference to clause 13.4.	Para 7.1	Items 68 and 69 dealt with together in transcript.
	Ai Group	Replysub-10/4/17		Outline Ai Group February submission (paras 283 – 291) subsumes ABI&NSWBC's submission.	Para 67-68	Clause 19.4 updated post conference.
69	Ai Group	Sub-1/03/17	19.4(a) and (b)	19.4: resume current provisions. 19.5: 'Where clause 14.6 applies: (a) No payments or penalty payments are to be made to employees working under this substitute banked rostered day off. However the employer will maintain a record of the number of rostered days banked and will apply the average pay system during the weeks when an employee elects to take a banked rostered day off. (b) Employees terminating prior to taking any banked rostered day(s) off must receive one fifth of average weekly pay over the previous six months multiplied by the number of banked substitute days.' -ED clause limited in application to day workers and alters legal effect. -Award does not mandate that pay be averaged.	Para 283-291	transcript PN 487 – 488
72	Ai Group	Sub-1/03/17	21.3	Higher duties allowance Delete 'Table 3–Minimum wages' and replace	Para 300	Transcript PNS 88 – 103: 2 possible solutions

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				with 'clause 16–Minimum wages' -Reasoning as above.		discussed. Resolved by inserting new clause 21.3 in similar terms to current clause 19.7.
73	ABI&NSWBC	Sub-28/02/17	21.4(d)	Clothing and footwear allowance Does not make clear employees must be required to launder a uniform to be entitled to the allowance. Change clause to read: 'If the uniform that is required to be worn by the employee needs to be laundered <u>by the employee</u> , the employer must pay the employee an allowance of:...'.	Para 8.1	Resolved – transcript PN 45 Clause 21.4 updated.
	Ai Group	Repliesub-10/4/17		Agree with proposed change by ABI&NSWBC.	Para 69-70	
74	Business SA	Sub-28/02/17	21.6(a)	Vehicle allowance ED no longer requires an employee to have been directed by employer to use motor vehicle and allows employee to make a unilateral decision. This alters legal effect of award.	Para 10.1	Resolved – transcript PN 45 Clause 21.6 updated.
	Ai Group	Repliesub-10/4/17		Agree with Business SA submission and refer to own February submission where ' <u>by the employer</u> ' is added into clause.	Para 71-72	
	Ai Group	Sub-1/03/17		Amend clause to read: 'An employer must pay an employee who is required <u>by the employer</u> to use their own motor vehicle in performing their duties an allowance of:' -ED changes meaning as does not stipulate that allowance only payable where employee <i>is required by the employer</i> to use own vehicle in the course of their duties. An employee who thinks they may be required to under the current ED may be entitled to the allowance.	Para 301-305	
75	Business SA	Sub-28/02/17	21.7(a)(i)	Living away from home allowance Should include wording, 'the employee is required <u>by the employer to...</u> ' to remain consistent with clause 21.7(b)(i).	Para 11.1	Resolved – transcript PN 45
	Ai Group	Repliesub-10/4/17		Refers to February submission (paras 306 – 310) that deals with Business SA issue.	Para 73-74	Subparagraph 21.7(a)(i) updated.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	Ai Group	Sub-1/03/17		Amend clause to read: ‘the employee is required <u>by the employer</u> to temporarily work away from their usual place of employment; and’	Para 306-310	
76	Ai Group	Sub-1/03/17	21.7(a)(ii)	Replace clause with: ‘the employee is, as a result, required by the employer to sleep away from the employee’s usual place of residence; and’ -Meaning of proposed clause is self-evidently different to current award.	Para 311-315	Resolved – transcript PN 45 Subparagraph 21.7(a)(ii).
78	Ai Group	Sub-1/03/17	23	Penalties - Sunday rates Clause 23 does not include provision for working on Sunday. Clause 25.1 allows employees to work outside ordinary span when working in association with workers who work ordinary hours of work on a Sunday in under another award. ED has effect of removing Sunday rate. New clause 23.3 should be inserted: 23.3 Sunday (a) An employer must pay an employee at the rate of 200% of the minimum hourly rate for ordinary hours worked on a Sunday. (b) An employee required to work ordinary hours on a Sunday is entitled to at least 4 hours pay at 200% of the minimum hourly rate, provided the employee is available for work for 4 hours. -Renumber clause 23.3 as 23.4	Para 320	Resolved – transcript PN 45 New clause 23.3 inserted.
	MTA	Sub – 18/10/17	23.3(a) and (b)	Submits clause 23.3(a) and (b) are incorrectly drafted. Submits that all work performed on Sunday by non-shiftworkers is overtime as it is outside the spread of these hours allowed under the award (subject to the clause 25.1(b) current award exception). The Sunday rate is double time with a minimum of 4 hours provided the employee is available for work for four hours.	Pages 1 – 2	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
79	Ai Group	Sub-1/03/17	23.2	Penalties – Saturday rates – 23.2 Provision erroneous, amend as follows: ‘An employer must pay an employee at the rate of 125% of the minimum hourly rate for hours worked on a Saturday that are within the spread of ordinary hours specified in clause 13.5(b), altered under clause 13.6’ -ED clause does not contemplate a situation where employee performs ordinary hours of work on a Saturday within spread of hours of another award.	Para 321-324	Resolved – transcript PN 45 Clause 23.2 updated.
80	ABI&NSWBC	Sub-28/02/17	24.4	Public holidays <i>In response to question raised by Commission</i> Public holidays better placed in penalty rates clause, re-draft accurately reflects the intention of the current clause.	Para 9.2	Items 80 to 83 dealt with together in transcript. Table 5 updated post conference. Transcript PN 500 – 515.
	Ai Group	Repliesub-10/4/17		Do not agree with ABI&NSWBC (refer to paras 325 – 327 of Feb submission).	Para 77	
81	Ai Group	Sub-1/03/17		Delete clause 23.3 in ED and replace clause 37.2 with provision provided later in submission. -minimum payment applies to ordinary hours and overtime. - Replication of 23.3 under 24 is not desirable as this may lead to minimum engagement being applied to ordinary hours and overtime e on a public holiday.	Para 337	
82	ASU	Sub-2/03/17		Re-drafted clause reflect intention of modern award clause 31.3, clause better placed in penalty rates clause as it addresses the payment of penalties on a public holiday.	Para 12	
	Ai Group	Repliesub-10/4/17		Do not agree with ASU submission (refer to paras 325 – 327 of Feb submission).	Para 78	
83	Ai Group	Sub-1/03/17	24.4	Penalty rates – 23.3(d) 23.4(d) Amend provision as follows: ‘An employer must pay an employee who is required to work on a public holiday for a minimum of 4 hours,	Para 324-329	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				<p><u>provided the employee is available to work for four hours.</u>'</p> <p>-Minimum payment of four hours only applies if employee is available for 4 hours. If employee indicated only having availability for three hours then minimum payment would be three hours.</p>		
86	Ai Group	Sub-1/03/17	24.1(b)	<p>Overtime – 24.1(b)</p> <p>Amend clause to clarify that entitlement to overtime rates arises when an employee works in excess of 10 ordinary hours. Amend clause as follows: 'in excess of 10 <u>ordinary</u> hours on any one day, excluding unpaid meal breaks;'</p>	Para 342-345	Resolved – transcript PN 45 Paragraph 24.1(b) updated.
87	ABI&NSWBC	Sub-28/02/17	24.1(c)	<p>Overtime – 24.1(c)</p> <p>'Or' omitted from clause 24.1(c) before 'as altered' erroneously.</p>	Para 10.2	Resolved – transcript PN 45 Paragraph 24.1(c) updated.
88	Ai Group	Sub-1/03/17	24.1(c)	<p>Amend clause as follows: 'outside the spread of hours in clause 13.5, as altered under clause 13.6'</p> <p>-ED clause does not have regard for an employee working outside the spread of hours prescribed by another modern award pursuant to clause 25.1(b).</p>	Para 346-349	Paragraph 24.1(c) updated.
89	Ai Group	Replsub-10/4/17	24.1(c)	<p>Ai Group's February submission (paras 346 – 349) subsume ABI&NSWBC submission</p>	Paras 81-82	Resolved – transcript PN 45 Paragraph 24.1(c) updated.
90	Ai Group	Sub-1/03/17	24.2	<p>Overtime – 24.2</p> <p>Amend clause to read: 'For the purposes of this clause, ordinary weekly hours means the hours of work fixed in a workplace in accordance with clause 13 – Ordinary hours of work <u>and clause 14 – Rostered days off</u> or varied in accordance with the relevant clauses of this award.'</p> <p>-This will ensure legal effect of current award does not change.</p>	Para 350-353	Resolved – transcript PN 45 Clause 24.2 amended.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
91	Ai Group	Sub-1/03/17	24.4(a)	<p>Payment for working overtime – 24.4 Amend to include following preamble: ‘An employer must pay an employee the relevant overtime rate prescribed below in accordance with clause 24.1, calculated daily.’</p> <p>-ED wording of preamble to table is confusing. Self-evident from table that employer is to pay employee the rate prescribed for the time at which the work is performed.</p>	Para 354-357	To be dealt with in same manner as other tables. Transcript PN 518 – 519
	Ai Group	Sub-1/03/17	24.4(a)	<p>Delete headings ‘column 1 and column 2’ -Not necessary in light of change sought to preamble.</p>	Para 358	
93	Ai Group	Sub-1/03/17	24.4(c)	<p>Amend clause as follows: ‘An employer must pay an employee who is required to work overtime on a Sunday for a minimum of 4 hours, <u>provided the employee is available to work for 4 hours.</u>’ -Minimum of four hours only applies if employee available to work for four hours.</p>	Para 364-368	Resolved – transcript PN 45 Paragraph 24.4(c) updated.
94	Ai Group	Sub-1/03/17	24.4(c)	<p>Payment for working overtime – 24.4(c) Add to the end of the clause: ‘provided the employee is available to work for 4 hours. Provided further that where clause 23.3(b) applies, an employee will not be entitled to an additional 4 hour minimum payment under this clause.’ -If new clause 23.3 inserted, this amendment becomes necessary to ensure no double minimum payment arises.</p>	Para 369-372	Paragraph 24.4(c) updated post conference. Interested parties should review. transcript PN 531 - 542
95	Ai Group	Sub-1/03/17	24.5(c)	<p>Return to duty Delete clause 24.5(c), new clause 23.5 to read: ‘Overtime worked in the circumstances specified in clause 24.5 must not be regarded as overtime for the purposes of this clause.’ -Effect of clause 27.3(d) is to exclude time</p>	Para 373-380	Resolved – transcript PN 45 Paragraph 24.5(c) relocated to clause 25.5.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				worked pursuant to 27.4 for purpose of considering whether 27.3 applies. Clause as drafted in ED is unclear.		
97	Ai Group	Sub-1/03/17	25.3(a)	Amend clause as follows: ‘the employer must release the employee from duty <u>after the completion of the overtime</u> until the employee has had 10 consecutive hours off duty; and’ -ED does not state <i>when</i> the employee must be released from duty.	Para 389-391	Resolved – transcript PN 45 Paragraph 25.3(a) updated.
101	Ai Group	Sub-1/03/17	25.4(c)	Clause not clear regarding period of time employee must not suffer loss of pay. Amend clause as follows: ‘the employee must not suffer any loss of pay for <u>ordinary working time occurring while the employee is so released</u> an absence during ordinary hours as a result. -ED does not articulate the period of time during which an employee must not suffer a loss of pay for an absence during ordinary hours.	Para 406-410	Resolved – transcript PN 45 Paragraph 25.4(c) updated.
102	Ai Group	Sub-1/03/17	26.3(e)	Time off instead of payment for overtime Change to clause alters legal effect, renumber cl. 26.3(e) as cl. 26.4 and cl. 26.4-cl.26.11 should be renumbered as 26.5 and 26.12.	Para 411-415	Resolved – transcript PN 45 Paragraph 26.4(e) renumbered as clause 26.4.
103	Ai Group	Sub-1/03/17	26.11	Time off instead of payment for overtime (employees not engaged on shifts) Restructuring of clause results in the meaning of ‘the request’ no longer being clear. Amalgamate clauses 26.9 and 26.10.	Para 416-419	Resolved – transcript PN 45 Clause 26 updated.
104	ASU	Sub-2/03/17	27	Shiftwork definitions Where an employee is required to work shifts this should be clearly identified to the employee in writing by the employer.	Para 15	Withdrawn - transcript PN 588.
	Ai Group	Repliesub-10/4/17		Opposes variation sought by ASU. Not a matter that arises from plain language redrafting.	Para 88	

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
108	Ai Group	Sub-1/03/17	27.2(a)	Amend clause to read: '(a) by agreement between the employer and the majority of employees concerned at the workplace covered by this award ; or...' -ED alters meaning by requiring agreement by the majority of all employees, not just of those concerned.	Para 433-441	Paragraph 27.2(a) updated.
111	ASU	Sub-2/03/17	28.3	Penalty rates for shiftwork – 28.3 <i>In response to question raised by Commission</i> Accurately reflects intention of current modern award clause 31.3.	Para 17	Resolved - transcript PN 650.
	Ai Group	Repliesub-10/4/17	28.3	Do not agree with ASU submission (see Feb submissions paras 449 – 453).	Para 89	
112	Ai Group	Sub-1/03/17	28.3(a)	Amend clause to read: 'An employer must pay an employee who is required to work on a public holiday for a minimum of 4 hours, <u>provided the employee is available to work for 4 hours.</u> ' -Minimum payment subject to employee being available to work minimum period.	Para 449-453	Paragraph 28.3(a) updated.
113	Business SA	Sub-28/02/17	29.1(b)	Ordinary hours of work Removing word 'majority' has led to the legal effect of the clause being changed.	Para 13.1	Paragraph 29.1(b) updated post conference – transcript PN 650.
	Ai Group	Sub-1/03/17	29.1(b)	Amend clause to read: '(b) <u>by agreement between an employer and the majority of employees concerned</u> , an average of 38 hours over a roster period, not exceeding 12 months, as agreed between an employer and the employees. -ED alters meaning by requiring agreement by the majority of all employees, not just of those concerned.	Para 454-459	
114	Ai Group	Sub-1/03/17	29.3	Ordinary hours of work and rostering for shiftwork Replace clause 29.3 with: 'An employee's ordinary hours may be worked over a maximum of 6 shifts per week. A Sunday may be included.'	Para 460-467	Clause 29.3 updated post conference. transcript PNS 660 – 679

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				<p>Do not need to repeat maximum number of hours as 10 hours as this is already stated at clause. 29.2.</p> <p>-Preamble limits application to employees who work shifts over a 4 week roster. No constraint in current award.</p> <p>-Provision does not make it clear that maximums apply to a week's work.</p> <p>-Provision limits the number of shifts that can be worked and a maximum duration of those shifts.</p> <p>-Current clause ambiguous. Ai Group seeks to address ambiguity in proposed amendment.</p>		
115	ASU	Sub-2/03/17	30	<p>Breaks for shiftwork <i>In response to question raised by Commission</i> Re-drafted clause accurately reflects intention of current modern award clauses 28.1, 28.2 and 30.4(f).</p>	Para 19	<p>Items 115 and 116 were dealt with together.</p> <p>Clause 30.3 deleted – transcript PNS 693 – 694</p>
	Ai Group	Replsub-10/4/17		<p>Does not agree with ASU that clause reflects the intention of current clauses 28.1, 28.2 & 30.4(f).</p>	Para 92	
116	Ai Group	Sub-1/03/17	30.3	<p>Breaks for shiftwork – 30.3 Delete clause. Final sentence in current clause 26.1 does not apply to shiftworkers because the clause operates subject to clause 28 (meal breaks for shiftworkers).</p>	Para 468-473	
117	Ai Group	Sub-1/03/17	30.4(a)	<p>Paid rest break – 30.4(a) Amend clause to read: (a) An employee <u>required to work</u> working more than 3 hours and fewer than 8 hours is entitled to one paid 10 minute rest break. -ED clause could enliven if employee not required to work 3 – 8 ordinary hours (ie. Absent a direction from employer). Amounts to substantive change.</p>	Para 468-476	Resolved - transcript PN 45.
118	Ai Group	Sub-1/03/17	30.4(a)	<p>Amend clause to read: '(a) An employee working more than 3 <u>ordinary</u> hours and fewer than 8 <u>ordinary</u> hours is entitled</p>	Para 477-481	Resolved - transcript PN 45.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				to one paid 10 minute rest break.’ -ED extends operation of clause to overtime. This changes legal effect.		
119	Ai Group	Sub-1/03/17	30.4(b)	Alters legal effect of award. Amend clause to read: ‘(a) An employee <u>required to work</u> working 8 hours or more is entitled to two paid 10 minute rest breaks’. -Provision should only apply where employee is <i>required</i> by employer to work.	Para 482-484	Resolved - transcript PN 45.
120	Ai Group	Sub-1/03/17	30.4(b)	Amend clause as follows: ‘(b) An employee working 8 <u>ordinary</u> hours or more is entitled to two paid 10 minute rest breaks.’ -Clause should only apply to ordinary hours.	Para 485-489	Resolved - transcript PN 45.
121	Ai Group	Sub-1/03/17	31.1	Overtime for shiftwork – 31.1 Insert following preamble: ‘An employer must pay an employee employed on shifts the following relevant rates if the employee is required to work overtime.’	Para 490-493	Table format is a matter of style – no change post conference. transcript PN 696
	Ai Group	Sub-1/03/17	31.1	Delete ‘column 1’ and ‘column 2’ -See reasoning re other tables above.	Para 494	
122	Ai Group	Sub-1/03/17	31.1	Replace ‘minimum hourly wage’ with ‘minimum hourly rate’ in the interests of consistency with the terminology used elsewhere in the ED.	Para 495-496	Ai Group now not opposed to drafting - transcript PN 698
123	Ai Group	Sub-1/03/17	31.3	Overtime for shiftwork – 31.3 Amend clause as follows: ‘(c) the work is not continuous with the start or finish of the employee’s ordinary shift; <u>and</u> (d) <u>is available for work during those 4 hours.</u> ’ -Minimum payment only applies where employee available to perform the work.	Para 497-501	Resolved – transcript PN 699 – 702
124	Ai Group	Sub-1/03/17	31.3	Add following sub-clause: ‘(e) <u>is not entitled to a minimum 4 hour payment under clause 28.3.</u> ’ -This will prevent double application of minimum	Para 502-505	Clause 31.4 updated. Also see updated clause 28.3.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				payment.		transcript PN 716 –724
125	Ai Group	Sub-1/03/17	31.3(b)	Amend clause as follows: 31.3... (b) would not have been ordinarily rostered to work that day under clause 29.3 ; and -Provision should simply provide for the maximum number of shifts that may be worked in a week. Reasoning as per change proposed to clause 29.3.	Para 506-508	Resolved – transcript PN 45 Paragraph 31.3(b) updated.
126	Ai Group	Sub-1/03/17	32.3(e)	Time off instead of payment for overtime for shiftwork – 32.3(e) Current drafting alters legal effect. Renumber 32.3(e) as clause 32.4 and clause 32.4-32.11 should be renumbered as clause 32.5-32.12.	Para 508-513	Resolved – transcript PN 45 Paragraph 32.3(e) updated.
127	Ai Group	Sub-1/03/17	32.11	Time off instead of payment for overtime for shiftwork – 32.11 Remove clause number as it is a note not forming a substantive provision.	Para 514-515	Withdrawn – transcript PN 45 Unable to see error. Please raise issue again if still outstanding.
128	Ai Group	Sub-1/03/17	33.4	Rest period after working overtime for shiftwork – 33.4 Amend clause as follows: ‘Despite clause 33.2, where an employee <u>works so much overtime between the termination of the employee’s ordinary work on one day and the commencement of the employee’s ordinary work on the next day, due to overtime worked, would be required to start work before having that the employee has not had 8 consecutive hours off duty between those times:</u> ’ -Reasoning as per overtime clause sub.	Para 516-520	Withdrawn - transcript PN 726

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
129	Ai Group	Sub-1/03/17	33.4	Reference should be to clause 33.3 not 33.2. This appears to be a drafting error.	Para 521-522	Resolved – transcript PN 47 Cross reference updated.
130	Ai Group	Sub-1/03/17	33.4(a)	Amend clause as follows: '(a) the employer must release the employee from duty <u>after the completion of the overtime</u> until the employee has had 8 consecutive hours off duty; and' -Consistent with current clause 27.3(a).	Para 523-525	Resolved – transcript PN 47 Paragraph 33.4(a) updated.
131	Ai Group	Sub-1/03/17	33.4(b)	Amend clause as follows: '(b) the employee must not suffer any loss of pay for an absence during ordinary hours <u>ordinary working time occurring while the employee is released from duty as a result.</u> '	Para 526-530	Clause 33.4(b) updated post conference - transcript PN 734
132	Ai Group	Sub-1/03/17	33.5	Amend clause as follows: ' If on the instructions of the employer <u>where</u> an employee resume or continues work without having at least 8 consecutive hours off duty in accordance with clause 33.2 all of the following apply:...' -Reasoning as per overtime clause sub.	Para 531-535	Clause 33.5 updated post conference – transcript PN 741.
133	Ai Group	Sub-1/03/17	33.5(c)	Amend clause as follows: '(c) the employee must no suffer any loss of pay for an absence during ordinary <u>working</u> hours as a result.' -Makes clear that entitlement relates to ordinary hours that would have been worked.	Para 536-539	Resolved – transcript PN 47 Paragraph 33.5(c) updated.
134	Ai Group	Sub-1/03/17	33.5(c)	Amend clause as follows: '(c) the employee must not suffer any loss of pay for <u>ordinary working time occurring while the employee is so released</u> an absence during ordinary hours as a result. ' -ED does not specify the period of time over which employee must not suffer loss of pay.	Para 540-544	Clause 33.5(c) updated post conference – transcript PN 747.

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
135	Ai Group	Sub-1/03/17	21.8	Transport reimbursement for shiftwork - 32 Renummer as clause 19.8. Positioning of this clause in award is important as it interacts with other clauses (e.g. clause 7.1(d) and 17.1(d).	Para 545-550	Resolved – transcript PN 47 Clause 32 moved to clause 19.8.
140	ABI&NSWBC	Sub-28/02/17	34	Annual Leave – 34 'Be' has been erroneously included and should be deleted.	Para 11.1	Resolved – transcript PN 47
	Ai Group	Replusub-10/4/17		Agrees with ABI and NSWBC.	Para 95	NOTE at clause 34 updated.
141	Ai Group	Sub-1/03/17	34.3(c)	ED no longer identifies quantum of shift loading now only prescribes a rate that includes the shift loading. Consideration should be given to how the matter should be dealt with.	Para 562-569	Withdrawn - transcript PN 768
142	Ai Group	Sub-1/03/17	35.2(b)	Personal/carer's leave and compassionate leave – 35 Amend clause as follows: '(b) A maximum of 48 hours absence is allowed by right, with additional absence by agreement.' -Proposed clause does not contemplate employee taking less than 48 hours.	Para 570-573	Resolved - transcript PN 772
143	Ai Group	Sub-1/03/17	37.1	Public holidays – 37 Delete 'entitlements' from clause. NES addresses more than simply employee entitlements.	Para 574-576	Not pressed - transcript PNS 774 – 776
144	Ai Group	Sub-1/03/17	37.2	Proposes new 37.2 clause wording. -Refer to earlier submissions re clause 21.3.	Para 577-578	Resolved at item 83 – clause 24.4 amended - transcript PNs 777 – 780
147	Business SA	Sub-28/02/17	Schedule A.2.1	Wording 'the less experienced employees' work may be subject to checking at all stages' has been removed, believes should be retained.	Para 15.2	Reverted to 2010 schedule - - transcript PN 820
149	Ai Group	Sub-1/03/17	Schedule B.2.1	Full-time and part-time adult shiftworkers – ordinary and penalty rates Delete column heading 'day'	Para 627-629	Resolved - - transcript PN 831
150	Ai Group	Sub-1/03/17	Schedule B.3.2	Casual adult shiftworkers – ordinary and penalty rates Delete 'age' appears to be a drafting error.	Para 630	Resolved – transcript PN 47

ITEM	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
						'Age' has been deleted.
151	Ai Group	Sub-1/03/17	Schedule B.3.2	Delete column heading 'day'	Para 631-633	Resolved - - transcript PNS 832 - 833
152	Ai Group	Sub-1/03/17	Schedule C.2.1	Summary of monetary allowances Reference to clause 19.5(b)(ii) be deleted and replaced with reference to cl 19.5(c).	Para 637	Resolved – parties to double check cross references updated correctly - transcript PN 835.
153	Business SA	Sub-28/02/17	Schedule I	Definitions Definition of clerical work has been removed, should be reinserted.	Para 16.1	Resolved – word 'duties' re-inserted at clause 2 - - transcript PN 845
	Ai Group	Replysub-10/4/17	Clause 2	Refer to paragraphs 15 – 16 of February 2017 Submission and notes that the issue relates to the redrafting of the coverage clause and classification structure.	Para 4	
154	Ai Group	Sub - 130916	34.3	Clause title should remain "annual leave loading". Term commonly used in other modern awards and is well known and understood by employers and employees. Further, change to title creates substantive changes (e.g. interaction with model flexibility clause).		Clause title 34.3 – - transcript PNS 848 - 849