REVISED SUMMARY OF SUBMISSIONS

This matter was listed for conference before Justice Ross, President on 12 September 2017. A Statement was issued on 25 October 2017 [2017] FWCFB 5402 summarising the outcome of the conference.

This revised summary of submissions has been updated to reflect further submissions and submissions in reply received in accordance with the timetable at paragraph [53] of the Statement.

ITEM	STATUS	PARTY	DOCUMENT	CLAUSE (PLED)	SUMMARY OF ISSUE	THEIR REF	NOTES
8 (part)	Determined	Business SA	Sub-14/06/17	Cl 7	**Facilitative provisions for flexible working practices** Table 1 reference to clause 28.5 is incorrect and should refer to clause 28.5(a) the facilitative provision relating to time off instead of payment for overtime.	Para 2.2	Determined – reference not updated. [2017] FWCFB 5402 paras [10]-[11]. Entire subclauses are intended to be facilitative.
	Determined	Business SA	Sub-14/06/17		Table 1 reference to clause 30.9 is inaccurate and should refer to clause 30.9(a) relating to annual leave in advance.	Para 2.4	Determined – reference not updated. [2017] FWCFB 5402 paras [10]-[11]. Entire subclause intended to be facilitative. [2015] FWCFB 3406 at PN [411].
	Determined	Business SA	Sub-14/06/17		Table 1 reference to clause 30.10 is inaccurate and should refer to clause 30.10(c) the facilitative provision relating to cashing out of annual leave.	Para 2.5	Determined – reference not updated. [2017] FWCFB 5402 paras [10]-[11]. Entire subclause intended to be facilitative. [2015] FWCFB 3406 at PN [266].

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		Business SA	Sub-27/10/17		Do not press item 8, based on Full Bench's decision in the *Restaurant Industry Award 2017-PLED* [2017] FWCFB 5397	Paras 1-6	
4 (part)	Outstanding	AHA	Sub-06/09/17	Cl 2	**Definitions- appropriate level of training** 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.	Para 6	Further submissions received. Proposal to redraft definition of "appropriate level of training" for casino gaming and insert into A.3.1. See [2017] FWCFB 5402 paras [15]-[19] See transcript 12/09/17 PNs 185-191
		United Voice	Reply sub-22/06/17		Reserves its position on the "appropriate level of training" matter.	Para 9	
		Business SA	Sub-22/09/17		Agrees with AHA submission. 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.	Para 3	
		ABI & NSWBC	Sub-21/11/17		Confirms as outstanding.	Page 1	
		United Voice	Sub-20/11/17		Exclusion appears to be a drafting error. No objection to the course of action	Para 2	

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					proposed.		
		AHA	Sub-20/11/17		Submits that concern has been addressed in the HIGA-PLED published 25/10/17	Para 18 & 35(a)	
7	Outstanding	AHA	Sub-13/06/17	Current Cl 3	**Definitions – current definition ordinary hourly rate** Current "ordinary hourly rate" definition should be retained.	Para 11	Further submissions received. See [2017] FWCFB 5402 See transcript 12/09/17 PNs 353-356 **DC:** The effect of the AHA submission is to omit "plus any all purpose allowances to which the employee is entitled"
		United Voice	Reply sub-22/06/17		Opposes AHA's submission. Exposure draft definition of ordinary hourly rate is consistent with Full Bench July 2015 Decision and September 2015 Decision.	Paras 10-11	
		ABI & NSWBC	Sub-21/11/17		Confirms as outstanding.	Page 1	
		United Voice	Sub-20/11/17		Continues to press. Rely on para 10 of submission in reply 22/06/17 (see above)	Para 3	
		AHA	Sub-20/11/17		Withdrawn. Item will not be pressed.	Para 9 and 34	

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12	Outstanding	Business SA	Sub-14/06/17	Cl. 10.1	**Part-time employment** 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.	Para 3.1	Further submissions received. See transcript 12/09/17 PNs 360-364 **DC:** Clauses 10.3 and 10.4 deal with this.
		AHA	Sub-20/11/17		Confirms as outstanding.	Para17	
		ABI & NSWBC	Sub-21/11/17		Confirms as outstanding.	Page 1	
14	Outstanding	AHA	Sub-13/06/17	Cl. 11.1	**Casual employment** Draft clause should be removed because it alters the intention of casual employment.	Para 13	Further submissions received. See transcript 12/09/17 PNs 228-231 **DC:** Request that AHA explains how clause 11.1 has altered the intention of casual employment. For further discussion.
		AHA	Sub-05/09/17		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.	Paras 7 – 11	

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		AHA	Sub-20/11/17		Confirms as outstanding.	Para17	
		ABI & NSWBC	Sub-21/11/17		Confirms as outstanding.	Page 1	
15	Outstanding	Business SA	Sub-14/06/17	Cl. 11.1	**Casual employment** Current provisions in clause 13.1 should be retained at draft clause 11.1.	Para 4.1	Further submissions received See transcript 12/09/17 PNs 228-231
		Business SA	Sub-05/09/17		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 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.	Para 4.2 Para 4.3	**DC:** Presumably the reference should be to clause 13.1. 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. For further discussion.
		AHA	Sub-20/11/17		Confirms as outstanding.	Para17	
		ABI & NSWBC	Sub-21/11/17		Confirms as outstanding.	Page 1	
17	Outstanding	AHA	Sub-13/06/17	Cl. 11.2	**Casual Employment** Current casual employment clause 13.1	Para 13	Further submissions received.

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					(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.		**DC:** The Note explains the reason for the loading. It is sufficient that the requirement to pay the loading be in a substantive provision. For further discussion.
		United Voice	Reply sub-22/06/17		Agrees with AHA's submission – current clause 13.1 is preferable to draft clause 11.2	Para 13	
		AHA	Sub-05/09/17		Notes that PLED 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.	Paras 28 – 31	
		AHA	Sub-20/11/17		Confirms as outstanding.	Para17	
		ABI & NSWBC	Sub-21/11/17		Confirms as outstanding.	Page 1	
19	Outstanding	AHA	Sub-13/06/17	Cl. 11.4	**Casual Employment** 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."	Para 13	Further submissions received. See transcript 12/09/17 PNs 226-237
		United Voice	Sub-20/11/17		Notes the Drafter's comment to include a Note. Submit that the addition of a Note referring to a separate clause is	Paras 4-6	**DC:** A Note could be inserted after the clause as follows: "NOTE: Under clause 23.1 the employer and an individual casual employee may agree

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					unnecessarily complicated given that the current wording of the PLED expresses the entitlement clearly. Prefers the current wording of the PLED and continues to press this matter.		to a weekly or fortnightly pay period."
		ABI & NSWBC	Sub-21/11/17		Confirms as outstanding.	Page 1	
		AHA	Sub-20/11/17		Wording at cl. 11.4 in HIGA-PLED published 25/10/17 is acceptable and resolves their concerns.	Para 19	
20	Outstanding	AHA	Sub-13/06/17	Cl 12.3	**Apprentices** The current apprentices' clause should be retained instead of cl 12.3.	Para 14	Further submissions received. **DC:** Request that both AHA and United Voice explain why current clause 14.4 is preferable to the draft clause 12.3. For further discussion.
		United Voice	Reply sub-22/06/17		Agrees with AHA that the current clause 14.4 is preferable to draft clause 12.3.	Para 15	
		United Voice	Sub-05/09/17		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.	Page 1	

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		AHA	Sub-05/09/17		Submits clause 12.3 does not specifically consider that an apprentice may be part-time, in which case the part-time provisions of the award would apply. Notes that PLED cl 12.3 limits apprentices to full-time employment.	Para 12	
		AHA	Sub-20/11/17		Confirms as outstanding.	Para17	
		ABI & NSWBC	Sub-21/11/17		Confirms as outstanding.	Page 1	
		United Voice	Sub-20/11/17		Submits that apprenticeships do not always operate on a full-time basis. Cl 12.3 specifically references full-time employment. Reference in cl 12.3 to full-time employment assumes part-time apprenticeships do not exist. Continue to press matter and refer to submissions 05/09/17 (see above).	Paras 7-8	
22	Outstanding	AHA	Sub-13/06/17	Cl 12.8(b)	**Apprentices – Block release training** Omitting the word "excess" found in current clauses 14.5 and 14.6 alters the intent and interpretation of the clause.	Para 16	Further submissions received. **DC:** 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
		AHA	Sub-05/09/17		Presses this submission.	Para 33	
		ABI & NSWBC	Sub-21/11/17		Confirms as outstanding.	Page 1	

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		AHA	Sub-20/11/17		Withdraws this item.	Para 20	governs "reasonable expenses incurred while travelling, including meals". See clause 12.8(d)(iii) of the PLED.
28	Outstanding	AHA	Sub-13/06/17	Cl.15.2	**Ordinary hours of work – Catering in remote locations** 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 the intent, interpretation, application of the clause.	Para 21	Further submissions received. **DC:** 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 26.11. For further discussion.
		United Voice	Reply sub-22/06/17		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.	Para 19	
		AHA	Sub-05/09/17		Restates its earlier concern.	Paras 34 – 35	
		ABI & NSWBC	Sub-21/11/17		Confirms as outstanding.	Page 1	
		United Voice	Sub-20/11/17		Notes Drafter's comments that definition of "catering employee" could be included to clarify the operation of the clause. Does not oppose inclusion of a definition of "catering employer".	Paras 9-10	
		AHA	Sub-20/11/17		Confirms as outstanding.	Para17	

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29	Outstanding	AHA	Sub-13/06/17	Cl. 15.2(i)	**Ordinary hours of work – Catering in remote locations** 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.	Para 22	Further submissions received. **DC:** 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.
		United Voice	Reply sub-22/06/17		Agrees with AHA's submission that words 'other than rostered days off' should be deleted from clause 15.2(i).	Para 20	
		AHA	Sub-05/09/17		Continues to press earlier submission.	Paras 36 – 37	
		United Voice	Sub-20/11/17		Notes Drafter's comments that the additional words are intended to clarify that an employee who has accrued an entitlement to a rostered date off is entitled to be paid for that day. Objection to cl 15.2(i) withdrawn.	Paras 11-12	
		ABI & NSWBC	Sub-21/11/17		Confirms as outstanding.	Page 1	
		AHA	Sub-20/11/17		Confirms as outstanding.	Para17	
30	Outstanding	Business SA	Sub-14/06/17	Cl. 15.2	**Ordinary hours of work – Catering in remote locations** Neither the Exposure Draft nor the Current Award has a definition of 'remote location' for the purpose of clause 15.2(a).	Para 5.2	See [2017] FWCFB 5402 PNs [40]-[45] See transcript 12/09/17 PNs 373-379

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		Business SA	Sub-05/09/17		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.	Para 5.2	
		AHA	Sub-20/11/17		Confirms as outstanding.	Para17	
		ABI & NSWBC	Sub-21/11/17		Confirms as outstanding.	Page 1	
32	Outstanding ~~Resolved~~	Business SA	Sub-14/06/17	Cl. 15.4	**Rosters (Full-time and part-time employees)** Draft clause 15.4(e) and the current clause 30.1(b) differ because the draft provision doesn't specify the 10-hour break between the end of ordinary hours on one day and the commencement of ordinary hours on the following day.	Para 5.3	Further submissions received. See transcript 12/09/17 PNs 377-381 Clause updated. **DC:** Accepted. In clause 15.4(e) "ordinary hours" is substituted for "work" (where occurring). However, while this reflects the original, it leaves unclear what the position is if overtime is worked immediately after finishing ordinary hours on one day or immediately before working ordinary hours on the next day. Is the effective minimum break reduced by the amount of overtime worked? Issue regarding minimum break does not arise in this award.
		AHA	Sub-20/11/17		Express concern with this amendment. Submits that the original (pre-amended) wording be retained. Submits that it is common practice in the hospitality industry to roster both ordinary and additional hours where those additional hours are known to be required, for example, due to an upcoming event such as a Melbourne Cup function, or due to a period of annual leave cover.	Para 36(b)	

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33 (part)	Outstanding	AHA	Sub-05/09/17	Cl. 16	**Breaks** 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 this results in a higher payment to the detriment of employers.	Para 14	Further submissions received. See [2017] FWCFB 5402 PNs [20]-[23] See transcript 12/09/17 PNs 208-213
		AHA	Sub-05/09/17		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.	Paras 38 – 41	
		ABI & NSWBC	Sub-21/11/17		Confirms as outstanding.	Page 1	
		AHA	Sub-20/11/17		Continues to press their concern with clauses 16.2 and 16.6 and Table 2	Para 6	
34	Outstanding – additional submission that the request must be in writing.	Business SA	Sub-14/06/17	Cl. 16	**Breaks** Current provisions should be retained because of the substantive changes in the draft clause 16.	Para 6	Further submissions received. See [2017] FWCFB 5402 PNs [20]-[23]
		AHA	Sub-20/11/17		Confirms as outstanding.	Para17	

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		ABI & NSWBC	Sub-21/11/17		Confirms as outstanding.	Page 1	See transcript 12/09/17 PNs 382-389 **DC:** On reviewing the draft in the light of Business SA's general comment, it is agreed that the draft gives an entitlement to an unpaid meal break where the shift is up to 6 hours whereas the current award, despite some language difficulties, would seem to only allow the employee to request a 30 minute unpaid meal break which the employer must not unreasonably refuse. This could be fixed by: • Amending clause 16.1 so that it reads "Clause 16 deals with meal breaks and rest breaks and gives an employee an entitlement to them in specified circumstances." • Inserting after clause 16.1 a new clause 16.2 as follows: "An employee who works a shift of more than 5 hours and up to 6 hours may, no later than the start of the shift, request to take an unpaid meal break during the shift of up to 30 minutes. The employer must not unreasonably refuse the request. The request applies to all such shifts worked by the employee unless otherwise agreed between the employee and the employer. An

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							arrangement under clause 16.2 may be reviewed at any time." • In Table 2, the first entry should be deleted. • Delete existing clauses 16.4 and 16.5.
35	Outstanding	ABI & NSWBC	Sub-09/06/17	Cl. 16	**Breaks** Qualifying words regarding breaks at current clauses 31.1 and 31.2 have been omitted which potentially changes the legal effect of the provision.	Paras 6.1 and 6.2	Further submissions received. See [2017] FWCFB 5402 PNs [20]-[23] See transcript 12/09/17 PNs 336-343 **DC:** In response to Business SA's comments, 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. For further discussion.
		ABI & NSWBC	Sub-22/09/17		The Drafter's comments are accepted	Page 1	
		AHA	Sub-20/11/17		Confirms as outstanding.	Para17	
		ABI & NSWBC	Sub-21/11/17		Confirms as outstanding.	Page 1	
39	Outstanding	AHA	Sub-13/06/17	Cl. 19.1(a) & 19.2(a)	**Apprentice rates – Tables 7 and 8** Reference to weekly rates only does not adequately take into account the employment of part time apprentices.	Para 26	**DC:** Clause 19 reflects the terms of the current clause 20.4 in referring to weekly rates only. For further discussion.

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		AHA	Sub-05/09/17		Restates earlier submission that clauses should make it clear that clauses and rates in tables do not apply to adult apprentices.	Paras 42 – 43	
		ABI & NSWBC	Sub-21/11/17		Confirms as outstanding.	Page 1	
		AHA	Sub-20/11/17		Confirms as outstanding.	Para17	
40	Outstanding	AHA	Sub-13/06/17	Cl. 19	**Apprentice rates** Clause should specify that it does not cover adult apprentices as provided in clause 19.5.	Para 27	Further submissions received. **DC:** 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.
		ABI & NSWBC	Sub-21/11/17		Confirms as outstanding.	Page 1	
		AHA	Sub-20/11/17		Drafter's suggestion to include the words "(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. is acceptable in order to resolve concerns	Para 21	
41	Outstanding	AHA	Sub-13/06/17	Cl. 19.1(b)	**Apprentice rates – Cooking apprenticeship** The words "as a qualified tradesperson" should be included after the word "apprenticeship" for consistency with clause 19.2(b).	Para 28	**DC:** The wording reflects current clause 20.4(a)(i) For further discussion.

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		AHA	Sub-05/09/17		Presses submission.	Para 44	
		ABI & NSWBC	Sub-21/11/17		Confirms as outstanding.	Page 1	
		AHA	Sub-20/11/17		Confirms as outstanding.	Para17	
43	Outstanding	AHA	Sub-13/06/17	Cl. 19.3 and 19.4	**Apprenticeship rates – Proficiency payments—cooking trade & waiting trade** The significant rewording of clause 19.3 and 19.4 alters the intention and interpretation of the clause.	Para 29	**DC:** Request that the AHA explain the basis for its concern. For further discussion.
		AHA	Sub-05/09/17		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.	Paras 19 – 20	
		ABI & NSWBC	Sub-21/11/17		Confirms as outstanding.	Page 1	

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		AHA	Sub-20/11/17		Confirms as outstanding.	Para17	
46	Outstanding	AHA	Sub-13/06/17	Cl. 23.5	**Payment of wages** The words "if they so desire" should be retained in the draft.	Para 33	See transcript 12/09/17 PN 248 **DC:** 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. For further discussion.
		AHA	Sub-05/09/17		Presses submission.	Para 45	
		ABI & NSWBC	Sub-21/11/17		Confirms as outstanding.	Page 1	
		AHA	Sub-20/11/17		Confirms as outstanding.	Para17	
47	Outstanding – to be dealt with by Annualised Salary Full Bench	AHA	Sub-13/06/17	Cl.24.1 and 24.5	**Annualised salary arrangements** The inclusion of "other than casual employees" clarifies the existing interpretation of the annualised salary arrangements. Wording in current clause 27.1(b)(ii) provides reference to penalty rates and overtime and should be retained. Reference to penalty rate and overtime In draft clause 24.5 should include reference to the corresponding clause numbers.	Paras 34 – 35	Further submissions received. Issue will be dealt with by the Annualised Salary Full Bench. **DC:** Accepted. In clause 24.5 the expression "the requirements of this award under clause 28—Overtime and clause 29—Penalty rates" is substituted for "this award in relation to penalty rates and overtime".
		AHA	Sub-20/11/17		Referral to full bench noted. Restates that, for the purposes of clarity and ease of reading, clause 24.5 should specifically state the relevant clauses for penalty rates (clause 29) and overtime	Para 22	

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					(clause 28).		
48	Outstanding – to be dealt with by Annualised Salary Full Bench	ABI & NSWBC	Sub-09/06/17	Cl. 24.2	**Annualised Salary Arrangements** The words "an agreement must be one that is genuinely made without coercion or duress" should be removed because it changes the legal effect of the clause.	Para 8.1	Issue will be dealt with by the Annualised Salary Full Bench. **DC:** Issue is opposed.
49	Outstanding – to be dealt with by Annualised Salary Full Bench	United Voice	Reply sub-22/06/17	Cl. 24	**Annualised Salary Arrangements** Disagrees with ABI & NSWBC because the insertion of the draft provision wording would assist the likely reader. The new words simply express what is implied by the words 'by agreement' in current clause 27.1	Paras 23 – 24	Issue will be dealt with by the Annualised Salary Full Bench. **DC:** Issue is opposed.
51	Outstanding	AHA	Sub-13/06/17	Cl. 25.2(g)	**Salaries absorption (Managerial Staff (Hotels))** The word "loading" should be inserted after the word "leave" in clause 25.2(g) to provide clarification.	Para 37	Further submissions received. **DC:** The suggestion is inconsistent with the move away from the term "loading". For further discussion.
		ABI & NSWBC	Sub-21/11/17		Confirms as outstanding.	Page 1	
		AHA	Sub-20/11/17		Drafter's comments are noted and also queried. Submits that inclusion of the word "loading" will aid the reader in understanding the reference which, at	Paras 23 – 24	

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					clause 30.3 is termed as a loading. Associations have raised this as part of the HIGA award stage review (AM2014/272) and intend to pursue if not dealt with at this stage. Submits that it is appropriate to address the clarification sought in this process given PL drafting intention of modern awards.		
53	Outstanding	AHA	Sub-13/06/17	Cl. 26.6(a)	**Special Clothing allowance** 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.	Paras 39 – 40	Further submissions received. **DC:** 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 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		Restates its concerns expressed in earlier submission.	Paras 46 – 48	
		ABI & NSWBC	Sub-21/11/17		Confirms as outstanding.	Page 1	
		AHA	Sub-20/11/17 Corro-06/12/17		Wording in the HIGA-PLED as published on 25 October 2017 is acceptable to resolve the concern with the item. Corro-06/12/17 confirming that it is the drafter's comments that are acceptable.	Para 25	

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56	Outstanding	United Voice	Sub-08/06/17	Cl. 26.10(c)	**Allowances – Working away from usual place allowance** 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 circumstances in which a deduction is reasonable – recovery of fares paid to the employee is not one of those.	Paras 12 – 23	Further submissions received. **DC:** Noted.
		ABI & NSWBC	Sub-09/06/17		Reserves position whether cl. 26.10(c) may need to be considered in the context of ss.151 and 326.	Para 9.1	
		AHA	Sub-13/06/17		Reserves its position to discuss this clause at a later stage.	2nd last paragraph	

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		Business SA	Sub-14/06/17		Reserves its position.	Para 10.1	
		ABI & NSWBC	Sub-21/11/17		Confirms as outstanding.	Page 1	
		AHA	Sub-20/11/17		Reserves its position. Further submits that this item is more appropriately dealt with as a part of HIGA award specific matter (AM2014/272) as it concerns a term that may or may not be allowed in a modern award.	Para 26	
		United Voice	Sub-20/11/17		Continues to press – rely on paras 12-23 of subs - 8 June 2017 (see above).	Para 13	
59	Outstanding	United Voice	Sub-08/06/17	Cl. 26.13 Table 9	**Allowances – Airport catering supervisory allowance** These allowances are all purposes allowances as it is "to be treated as part of the wage rate for all award payment calculations."	Paras 26 – 27	Further submission received. **DC:** Noted.
		ABI & NSWBC	Sub-21/11/17		Confirms as outstanding.	Page 1	
		AHA	Sub-20/11/17		Confirms as outstanding.	Para17	
		United Voice	Sub-20/11/17		Continues to press – rely on paras 26-28 of subs - 8 June 2017 (see above).	Para 14	

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60	Outstanding	United Voice	Sub-08/06/17	Cl. 26.13	**Allowances – Airport catering supervisory allowance** 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.	Para 28	Further submissions received. **DC:** Noted.
		AHA	Sub-20/11/17		Confirms as outstanding.	Para17	
		ABI & NSWBC	Sub-21/11/17		Confirms as outstanding.	Page 1	
		United Voice	Sub-20/11/17		Continues to press – rely on paras 26-28 of subs - 8 June 2017 (see above).	Para 14	
61	Outstanding	AHA	Sub-13/06/17	Cl. 26.14	**Allowances – split shift** 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.	Para 46	Further submissions received. **DC:** Given that clause 26.14 provides for the payment of an allowance, the term "split shift allowance" is appropriate.
		AHA	Sub-20/11/17		Item withdrawn.	Para 27	

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62	Outstanding ~~Provisionally resolved~~	Business SA	Sub-14/06/17	Cl. 28.1	**Overtime** Clause 28.1 – Payment of overtime should include wording that sets out an employer may require a non-casual employee to work reasonable overtime as reflected in the current clause 33.1(a).	Para 11.1	Further submissions received. Provisionally resolved see [2017] FWCFB 5402 PNs [24]-[29] See transcript 12/09/17 PNs 397-403 **DC:** Could be addressed by inserting a new clause 28.1 as follows "An employer may require a full-time or part-time employee to work additional hours." The NOTE could then be located under clause 28.1.
		ABI & NSWBC	Sub-22/09/17		Agree with the Drafter's proposed wording and the movement of the Note.	Page 1	
		Business SA	Sub-22/09/17		Has not identified any issue with the Drafter's suggested wording not the new location of the Note.	Para 4.1-4.2	
		United Voice	Sub-20/11/17		Note new wording *"An employer may require a full-time or part-time employee to work additional hours"*. Current cl 33.1 contains qualifier that overtime hours must be "reasonable". Note in PLED 28.1 provides that employee may refuse to work additional hours if they are unreasonable. However, clause no longer contains an obligation on the employer to ensure that overtime hours are reasonable. Currently an employer can only require an employee to work *reasonable* overtime. An employee may refuse to work overtime where it is unreasonable. Under PLED 28.1 employer's right has expanded as they are no longer required to	Paras 15-21	

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					give consideration to reasonableness. PLED 28.1 shifts responsibility solely onto employee to raise issue of whether or not hours are reasonable. Proposes following wording: *An employer may require a full-time or part-time employee to work reasonable additional hours.*		
63	Outstanding	AHA	Sub-13/06/17	Cl. 28.1	**Overtime** Intent of current award to exclude casuals is not clear.	Para 47	Further submissions received. **DC:** The issue raised could be addressed by inserting in clause 28.1 a new paragraph (a) as follows: "Clause 28.1 does not apply to a casual employee."
		ABI & NSWBC	Sub-21/11/17		Confirms as outstanding.	Page 1	
		AHA	Sub-20/11/17		Refers to the decision of 5 July 2017 in [2017] FWCFB 3541 and notes the decision and impending casual overtime wording may result with some amendment being necessary in the PLED.	Para 28	
65	Outstanding ~~Resolved.~~ ~~Award updated.~~	AHA	Sub-13/06/17	Cl. 28.4	**Overtime** The term "ordinary base rate of pay" should be replaced with "ordinary hourly rate" for consistency.	Para 48	Further submissions received. Clause updated. **DC:** Accepted. In clause 28.2 "hourly rate" is substituted for "base rate of pay" where it twice occurs.
		AHA	Sub-20/11/17		Submits that variation sought at this item was linked to their position regarding Item 7 as it related to submission in HIGA award-specific matter (AM2014/272).	Paras 10-11	

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					Submits that Item 65 was linked to their submission that the "Ordinary Hourly Rate" definition as it currently exists in the HIGA would be retained and had relevance for the purpose of overtime calculations. Submits alternative solution to item 65 – use the words *"relevant minimum hourly rate"* instead of "ordinary hourly rate" where it appears in PLED cl. 28.4		
67A	Outstanding	AHA	Sub-05/09/17	Cl. 30.2(a)	**Annual Leave – Shiftworkers** 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.	Para 26	
		ABI & NSWBC	Sub-21/11/17		Confirms as outstanding.	Page 1	
		AHA	Sub-20/11/17		Confirms as outstanding.	Para17	
68 (part)	Outstanding	AHA	Sub-05/09/17	Cl. 30.5(a)	**Annual Leave – Special leave arrangements for certain catering employees** Notes clause has been updated to include the word "functions" after "catering" but submits the words 'at or' should be inserted after the words 'clause 30.5	Para 52	See transcript 12/09/17 PNs 266-269 Further submissions received.

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					applies to an employee who is employed'.		
		ABI & NSWBC	Sub-21/11/17		Confirms as outstanding.	Page 1	
		AHA	Sub-20/11/17		Submits that the omission of the words "at or" from the PLED result in a different interpretation of the clause.	Para 12	
69	Outstanding	AHA	Sub-13/06/17	Cl. 30.5	**Annual Leave – Special leave arrangements for certain catering employees** References to "unpaid leave" should be replaced with the original term of *leave without pay*.	Para 52	**DC:** Clause 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. For further discussion.
		AHA	Sub-05/09/17		Presses earlier submission.	Para 53	
		ABI & NSWBC	Sub-21/11/17		Confirms as outstanding.	Page 1	
		AHA	Sub-20/11/17		Confirms as outstanding.	Para17	
71	Outstanding	AHA	Sub-13/06/17	Cl. 36.3 and Cl. 36.4	**Deductions for provision of employee accommodation and meals** Draft clauses should reflect that the value of the deduction is applied per meal provided to the employee, not per week.	Para 53	Further submissions received. **DC:** The PLED reflects the current award.
		ABI & NSWBC	Sub-21/11/17		Confirms as outstanding.		

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		AHA	Sub-20/11/17		Notes the Drafter's comments that the PLED reflects the current award wording. Submits that the PL drafting of the HIGA presents an appropriate opportunity to clarify the intention of the meal deduction amount as a deduction per meal – as such a clarification is consistent with PL guidelines. Raised also as part of AM2014/272 and intends to pursue the item at this stage if not accepted as part of the PL stage.	Paras 29 – 30	
73	Outstanding	AHA	Sub-13/06/17	Schedule A	**Classification Structure and Definitions** Wage levels in brackets should be included to meet the intention of the plain language re-drafting.	Para 55.	Further submissions received. **DC:** 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. For further discussion.
		ABI & NSWBC	Sub-21/11/17		Confirms as outstanding.	Page 1	
		AHA	Sub-20/11/17		Intends to pursue this matter in order to aid the reader to understand that the grade level of a position does not necessarily equal the wage level for that position. Notes the Drafter's comments regarding the inclusion of a "Note to A.1". Submits the Note should include additional wording that highlights to readers that the grade of a position does not translate to the wage level of the position.	Paras 31-32	

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					Submits such clarification is consistent with the intention of the PL guidelines.		
77	Outstanding	AHA	Sub-13/06/17	Schedule A A.2.2	**Classification Structure and Definitions** 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.	Para 59	**DC:** 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". For further discussion.
		ABI & NSWBC	Sub-21/11/17		Confirms as outstanding.	Page 1	
		AHA	Sub-05/09/17		Presses earlier submission.	Para 55	
		AHA	Sub-20/11/17		Confirms as outstanding.	Para17	
84	Outstanding	AHA	Sub-13/06/17	Schedule B B.1.1	**Summary of Hourly Rates of Pay** The existing "Ordinary Hourly Rate" definition should be retained.	Para 67	**DC:** The definition in Schedule B reflects that in clause 2. For further discussion.
		AHA	Sub-05/09/17		Presses earlier submission.	Para 57	
		ABI & NSWBC	Sub-21/11/17		Confirmed as outstanding.	Page 1	
		AHA	Sub-20/11/17		Confirms as outstanding.	Para17	
85	Outstanding	AHA	Sub-13/06/17	Schedule B	**Summary of Hourly Rates of Pay** Schedule B.1.1 Note 1 and its unidentified all-purpose allowances reference could be	Para 68	**DC:** If the definition of "ordinary hourly rate" is to be amended to exclude all purpose allowances then

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				B.1.1	confusing.		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. For further discussion.
		ABI & NSWBC	Sub-21/11/17		Confirmed as outstanding.	Page 1	
		AHA	Sub-20/11/17		Confirms as outstanding.	Para17	
86	Outstanding	AHA	Sub-13/06/17	Schedule B B.2	**Summary of Hourly Rates of Pay** The term "general" in "general employees" reference should not be included.	Para 69	**DC:** 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. For further discussion.
		AHA	Sub-05/09/17		Presses earlier submission.	Para 58	
		ABI & NSWBC	Sub-21/11/17		Confirmed as outstanding.	Page 1	
		AHA	Sub-20/11/17		Confirms as outstanding.	Para17	
90 (part)	C.3 - Outstanding. Previously resolved and Award updated. Further submissions received. C.4 only resolved.	AHA	Sub-13/06/17	Schedule C C.3 & C.4	**Summary of Monetary Allowances** Sched C.3 should include a note that this provision does not apply to an employee paid under draft clause 24 and draft clause 25. Sched C.4 should clarify the provision is not applicable to an employee paid under draft clause 25.	Paras 74 – 75	Further submissions received. Schedules C.3 and C.4 updated. **DC:** In C.3 a note has been added as follows: "Penalty rates are not payable to an employee to whom clause 25 applies and may not be payable to an employee to whom clause 24 applies."
		AHA	Sub-20/11/17		Submits that the proposed wording *"…and may not be payable to an employee to whom clause 24 applies"* is	Paras 14-16	

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					not correct. PLED cl. 24.5 clearly states that an annualised salary satisfies *"this award in relation to penalty rates and overtime"*. This means that penalty rates at C.3 are not payable where an employee is paid in accordance with PLED cl. 24.5. Submits the wording in PLED C.3 be amended to reflect this, suggests as follows: *"Note: Penalty rates are not payable to an employee to whom clause 25—Salaries absorption (Managerial Staff (Hotels)) applies, and an employee to whom clause 24–Annualised salary arrangements applies."*		In C.4 a note has been added as follows: "Deductions are not applicable to an employee to whom clause 25 applies."
		United Voice	Sub-11/12/17		Objects to AHA's new wording for the Note in Schedule C.3. PLED cl. 24.5 states *"Unless the employer and the employee otherwise agree…"* Wording is similar to current cl. 27.1(b)(ii). PLED wording in Note at C.3 *"…and may not be payable to an employee to whom clause 24 applies"* accurately reflects that there is scope for an employee and employer to arrange an annualised salary that does not satisfy penalty rates.	Page 1	

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					AHA's proposed wording is in conflict with provisions in PLED 24.5 and current 27.1(b)(ii). Submits that PLED proposed wording should be retained.		
91	Outstanding	AHA	Sub-13/06/17	Schedule D	**School-based Apprentices** 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.	Para 76	Further submissions received. See [2017] FWCFB 5402 PNs [30]-[31]
		AHA	Sub-05/09/17		Presses earlier submission.	Para 61	See transcript 12/09/17 PN 284-289
		AHA	Sub-02/10/17		AHA contacted relevant Sate and Territory education and training authorities terminology differs between jurisdictions. Proposes that instead of including numerous terms to describe an apprentice training agreement, a new definition be inserted into clause 2—Definitions to define "Training Agreement". Proposed definition: ***"Training Agreement** means the apprenticeship training arrangement, however termed, relevant to the State and Territory apprenticeship legislation entered into by an*	Paras 2-7	**DC:** This suggestion is appropriate if there are jurisdictions that still refer to a "contract of training" and not a "training agreement". For further discussion.

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					apprentice and an Employer."		
		ABI & NSWBC	Sub-21/11/17		Confirms as outstanding.	Page 1	
		AHA	Sub-20/11/17		Confirms their proposal – notes that proposed definition has been provisionally inserted into PLED. The remaining terminology changes to clauses 12.6, 12.7 and 12.8 still to be made.	Para 35(e)	
93	Outstanding	AHA	Sub-13/06/17	Schedule D	**Summary of Hourly Rates of Pay** Wording in current Schedule G.12 should be wholly retained in the draft Schedule D.	Para 78	**DC:** It is to be noted that the term defined by current Schedule G.12 is not used in current Schedule G. For further discussion.
		AHA	Sub-05/09/17		Presses earlier submission.	Para 62	
		ABI & NSWBC	Sub-21/11/17		Confirms as outstanding.	Page 1	
		AHA	Sub-20/11/17		Confirms as outstanding.	Para17	
95	Outstanding	AHA	Sub-13/06/17	General	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.	Para 81	
		AHA	Sub-20/11/17		Confirms as outstanding.	Para17	

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96 (New Item)	Resolved	AHA	Sub-20/11/17	6	**Individual flexibility arrangements** Incorrect reference – clause 6.8 currently refers to clause 6.9.currently refers to RIA 2010. Correct reference is to clause 6.7(b).	Para 36(a)	Cross referencing error has been fixed in the standard clause across all awards. Submission received.
97 (New Item)	Accepted	AHA	Sub-20/11/17	13	**Proposed amendments to clause 13—Junior employees** Delete "If permitted under the law applying in the relevant place" and insert "Where the law permits".	Para 35(c)	See [2017] FWCFB 5402 PN [34]
98 (New Item)	Accepted	AHA	Sub-20/11/17	16	**Proposed amendments to clause 16—Breaks** Delete "seek" and insert "make all reasonable efforts".	Para 35(c)	See [2017] FWCFB 5402 PN [35]
99 (New Item)	Resolved	AHA	Sub-20/11/17	21.2	**National training wage** Incorrect reference – currently refers to RIA 2010. Correct reference is to HIGA 2010 [2017].	Para 36(c)	Cross referencing error has been fixed. Submission received.
100 (New Item)	Accepted	AHA	Sub-20/11/17	29.2	**Proposed amendments to clause 29—Penalty rates** Delete Note 1 at clause 29.2(b).	Para 35(c)	See [2017] FWCFB 5402 PN [36]

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101 (New Item)	Outstanding	AHA	Sub-20/11/17	29.2 Table 11	**Penalty rates** Sunday rates for full-time and part-time employees require adjustment to the current penalty rates in HIGA 2010. Public holiday rates for full-time and part-time and casual employees require adjustment to the current penalty rates in HIGA 2010.	Para 36(d)	Submission received.
102 (New Item)	Outstanding	AHA	Sub-20/11/17	29.3	**Proposed amendments to clause 29.3—Penalty rates not cumulative** Amend clause 29.3 in line with proposed variation at item 26 of Restaurant Summary of Submissions See [2017] FWCFB 5402 PN [37]	Para 35(c)	Submissions received. See [2017] FWCFB 5402 PN [37]
		ABI & NSWBC	Sub-21/11/17		Re proposal at [37] of [2017] FWCFB 5402 – current drafting may make the operative component of the clause unclear.	Page 1	
103 (New Item)	Accepted	AHA	Sub-20/11/17	29.3	**Proposed amendments to clause 29—Penalty rates** Amend clause 29.3 in line with proposed variation at [2017] FWCFB 5402 para [38]	Para 35(c)	See [2017] FWCFB 5402 PN [38]
104 (New	Accepted	AHA	Sub-20/11/17	30.4	**Proposed amendments to clause 30—Annual leave** In clause 30.4—Temporary close-down,	Para 35(c)	See [2017] FWCFB 5402 PN [39]

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Item)					insert "paid annual" before "leave during that period."		
105 (New Item)	Accepted	AHA	Sub-20/11/17	34.2	**Proposed amendments to clause 34—Public holidays** Insert new clause 34.2—Substitution of public holidays by agreement.	Para 35(c)	See [2017] FWCFB 5402 PN [40]
106 (New Item	Accepted	AHA	Sub-20/11/17	20	**Proposed insertion of clause 20—National training wage** Insert new clause 20—National training wage. Delete Schedule F—National training wage	Para 35(d)	See [2017] FWCFB 5402 PN [47]
107 (New Item	Accepted	AHA	Sub-20/11/17	34.4	**Proposed amendments to clause 34—Public holidays** Insert new clause 34.4—Public holiday arrangements for part-time employees.	Para 35(d)	See [2017] FWCFB 5402 PN [48]
108 (New Item	Accepted	AHA	Sub-20/11/17	34.5	**Proposed amendments to clause 34—Public holidays** Insert new clause 34.5—Part-day public holidays.	Para 35(d)	See [2017] FWCFB 5402 PN [49]
109 (New Item	Accepted	AHA	Sub-20/11/17	Schedules F, G, H and I	Reorder schedules to be in the order that the relevant clauses appear in the body of the award.	Para 35(d)	See [2017] FWCFB 5402 PN [50]

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5	Resolved. Award updated.	ABI & NSWBC	Sub-09/06/17	Cl. 2	**Definitions – catering by a restaurant business** "Catering by a restaurant business" definition has been removed despite the term still being utilised in the coverage provisions. The definition should be reinstated.	Para 2.1	**DC:** Suggest that, rather than at clause 2 insert a definition of "catering by a restaurant business", at clause 4.4(d)(vi) substitute the words "catering services provided by a restaurant as an incidental business;" For further discussion.
		Business SA	Sub-14/06/17	Cl. 2	The deleted wording "catering by a restaurant business" in clause 2 should be retained because it is still referred to in clause 4 Coverage.	Para 1.3	
6	Resolved. Award updated.	ABI & NSWBC	Sub-09/06/17	Cl. 2	**Definitions – Resort** "Resort" definition should reinstate the words "and includes an offshore island resort".	Para 2.2	Resort definition updated. Given the history of decision not to make a separate offshore island resort, words re-inserted for consistency. See [2009] AIRCFB 450 paragraphs 135 – 142 and [2009] AIRCFB 826 paragraphs 167 – 168.
		Business SA	Sub-14/06/17	Cl. 2	**Definitions – Resort** Current wording that resorts "includes an offshore island resort" should be retained.	Paras 1.1–1.3	
8 (part)	Resolved. Award updated.	Business SA	Sub-14/06/17	Cl. 7	**Facilitative provisions for flexible working practices** Table 1 should refer to clause 23.2 the facilitative provision relating to payment of wages.	Paras 2.1 and 9.1	Table 1 updated. **DC:** Agreed. Also substitute "the majority" for "a majority". Text of clause 23.2 amended to reflect wording in table.

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	Resolved. Award updated.	Business SA	Sub-14/06/17		Table 1 should refer to the facilitative provision in clause 29.4(c) which allows an employer and an individual employee to change the remuneration method for work on public holidays.	Para 2.3 (and 12.1)	Table 1 updated. **DC:** Agreed.
	Resolved. Award updated.	Business SA	Sub-14/06/17		Table 1 should refer to the facilitative provision in clause 34.2 which allows an employer and a majority of employees at a workplace to agree to substitute another day for a public holiday.	Para 2.6 (and 14.1)	Table 1 updated. **DC:** Agreed. Also substitute "the majority" for "a majority". Text of clause amended to reflect the words in table.
9	Resolved. Award updated.	AHA	Sub-13/06/17	Cl. 7	**Facilitative Provisions of Flexible Working Practices** Not all clauses that contain facilitative provisions have been included in Table 1. Example: clauses 29.4(c) and 32.1 (34.2).	Para 12	**DC:** See amendment to Table 1 as above.
10	Resolved. Award updated.	ABI & NSWBC	Sub-09/06/17	Cl. 9	**Full-time employees** Proposes a redraft of subclauses 15.1(c)(vi) and (vii), which apply subclauses 15.1(d) and 15.1(e) to subclauses 15.1(b)(v) and (vi) in accordance with the plain language principles but in a clearer manner.	Para 5.1	**DC:** Suggest amending draft clause 15.1 by: • deleting paragraph (c)(vi) and (vii); and • substituting the following for the lead-in words in paragraph (d) "In addition to the conditions set out in paragraph (c), an arrangement that adopts the option of working 152 hours per 4 week cycle with at least 8 days off as set out in paragraph

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							(b)(v) must satisfy the following conditions"; and • substituting the following for the lead-in words in paragraph (e) "In addition to the conditions set out in paragraph (c), an arrangement that adopts the option of working 160 hours per 4 week cycle with at least 8 days off plus one rostered day off as set out in paragraph (b)(vi) must satisfy the following conditions";
11	Resolved. Award updated.	ABI & NSWBC	Sub-09/06/17	Cl. 9	**Full-time employment** The wording "in accordance with an agreed hours of work arrangement" should be removed due to the commonality of an award referring to an average number of hours to be worked without specifying an averaging period.	Paras 3.1 – 3.4	**DC:** Under clause 15.1 the employer and a full-time employee must agree on a work arrangement. No objection to omitting the words "in accordance with an agreed hours of work arrangement" and amending the Note so that it reads "Clause 15.1 sets out work arrangement options for working the required average of 38 ordinary hours per week." This issue is opposed.
	Resolved/ on the basis of the amendment to the NOTE	United Voice	Reply sub-22/06/17	Cl. 9	Opposes the removal of 'in accordance with an agreed hours of work arrangement' The ED wording better explains full-time employment characteristics. The draft provision may be improved by referring to clause 15.1(b)	Para 12	
13	Resolved. Award updated.	ABI & NSWBC	Sub-09/06/17	Cl. 10.10	**Part-time employment** Clause is better located as a new clause 10.8 because it relates to	Para 4.1	Subclause moved.

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					written agreements or variations to a part-time employees pattern of work.		**DC:** Accepted.
23	Resolved. Award updated as per item 10.	AHA	Sub-13/06/17	Cl. 15.1(c)(vi) and (vii)	**Ordinary hours of work** Proposes to include a small note or wording in brackets as to which averaging arrangement applies in order to meet the plain language intention.	Para 17	**DC:** Suggest amending clause 15.1 to indicate more clearly the conditions applicable to the options mentioned in clause 15.1(b)(v) and (vi). For further discussion.
		United Voice	Reply sub-22/06/17	Cl.15.1(c)(vi)-(vii)	Opposes AHA's proposal.	Para 17	
24	Resolved. Award updated as per item 10.	ABI & NSWBC	Sub-09/06/17	Cl. 15.1(c)(vi) and (vii)	**Ordinary hours of work. Full-time employees** Draft clauses 15.1(c)(vi) and (vii) are cumbersome and unwieldy. Request that the provisions be drafted in accordance with the PL principles but in a clearer manner.	Para 5.1	**DC:** Suggest amending clause 15.1 by: • deleting paragraph (c)(vi) and (vii); and • substituting the following for the lead-in words in paragraph (d) "In addition to the conditions set out in paragraph (c), an arrangement that adopts the option of working 152 hours per 4 week cycle with at least 8 days off as set out in paragraph (b)(v) must satisfy the following conditions"; and • substituting the following for the lead-in words in paragraph (e) "In addition to the conditions set out in paragraph (c), an arrangement that adopts the option of working 160 hours per 4 week cycle with at least

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							8 days off plus one rostered day off as set out in paragraph (b)(vi) must satisfy the following conditions"
25	Resolved. Award updated as per item 10.	Business SA	Sub-14/06/17	Cl. 15.1(c)	**Ordinary hours of work—Full-time employees** Draft clauses 15.1(c)(vi) and (vii) should retain the wording of the current award or the draft clause should be redrafted to be clearer.	Para 5.1	**DC:** See notes above
26	Resolved. Award updated as per item 10	AHA	Sub-13/06/17	Cl. 15.1(d)	**Ordinary hours of work—Full-time employees** The clause should specifically reference the applicable averaging arrangement i.e., 152 hours per four week cycle in order to meet the plain language intention.	Para 18	**DC:** See notes above
		United Voice	Reply sub-22/06/17		Agrees with AHA's suggested amendments to draft clause 15.1(d)	Para 18	
27	Resolved. Award updated as per item 10	AHA	Sub-13/06/17	Cl. 15.1(e)	**Ordinary hours of work—Full-time employees** The clause should specifically reference the applicable averaging arrangement i.e., 160 hours per four week cycle in order to meet the plain language intention.	Para 19	**DC:** See notes above

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		United Voice	Reply sub-22/06/17		Agrees with AHA's suggested amendments to draft clause 15.1(e)	Para 18	
		~~AHA~~	~~Sub-13/06/17~~	~~Cl. 15.1(e)(ii)~~	~~Wording found in current clause 29.2(c)(ii) should be retained to avoid potentially altering the intention and interpretation of the provision.~~	~~Para 20~~	**DC:** Request that AHA explain how the intent and interpretation of current clause 29.1(c)(ii) would be altered. Withdrawn. See Submission-05/09/17
37	Resolved. Award updated.	Business SA	Sub-14/06/17	Cl. 18.3	**Minimum rates – Table 4** Draft Table 4 should have an additional column containing the minimum hourly rate for Casino gaming employees. Also, Draft Table 4 should have all the relevant information populated for a particular classification in a particular classification level in a single row for clarity.	Para 7.2 and 7.3	Table updated. Hourly rates included in Table 4 as column 3 and lead-in words amended accordingly.
38A	Resolved. Cross referencing error	AHA	Sub-05/09/17	Cl. 18.4	**Junior rates** Drafting error in Note 3. The words 'Junior rates' should appear before the new text.	Para 25	
42	Resolved. Award updated.	Business SA	Sub-14/06/17	Cl. 19.3(a)	**Apprenticeships** There is a minor referencing inconsistency in draft clause 19.3 – Proficiency payments – cooking	Para 8.1	Clause amended. **DC:** Agreed. The reference to "4th" should be the same in each case.

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					trades.		Change 19.3(a) to read "4th"
45	Resolved. Award updated.	AHA	Sub-13/06/17	Cl. 23.1	**Payment of Wages** Reference to a monthly pay period only for certain employees removes the ability to pay an employee on an annualised salary on a monthly basis. The wording changes the ability to pay monthly to a wider group of employees.	Para 32	Clause amended. **DC:** Accepted. Clause 23.1 is amended to include after "to whom" the expression "clause 24—Annualised salary arrangements or".
50	Resolved. Award updated.	AHA	Sub-13/06/17	Cl 25.1	**Salaries absorption (Managerial Staff (Hotels))** Clause incorrectly references the starting point which the annual salary under this clause is calculated.	Para 36	Clause updated. **DC:** Accepted. The issue is dealt with by substituting "annual salary in clause 18.2" for "weekly rate that would otherwise be applicable under Table 3—Minimum rates (see clause 18.1) over the year".
52	Resolved. Award updated.	AHA	Sub-13/06/17	Cl. 26.4	**Allowances** There is a referencing error as reference to clause 26.3 should be to clause Cl. 26.4.	Para 38	Reference updated. **DC:** Agreed. Clause Cl. 26.4(a) should refer to clause Cl. 26.4.
54	Resolved. Award updated.	AHA	Sub-13/06/17	Cl. 26.6	**Allowances – special clothing** Wording of current clauses 21.1(b)(ii), (v) and (vi) should be retained.	Para 41	**DC:** With the above change to clause 26.6(a), the PLED would be to the same effect as the existing wording.

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		AHA	Sub-13/06/17	Cl. 26.6	Terms removed in current clauses 21.1(b)(iii) and (iv) will cause confusion because reference to laundering only applies to catering or motel employees.	Para 42	**DC:** The issue raised could be addressed by substituting for paragraph (c) new paragraphs as follows: (c) If the employee (other than an employee mentioned in paragraph (d) or (e)) is responsible for laundering any special clothing that is required to be worn by them, the employer must: (i) pay the employee a weekly laundry allowance of an amount agreed between the employer and the employee; or (ii) in the absence of an agreement mentioned in subparagraph (i), reimburse the employee for the cost of laundering any item of special clothing. For this purpose the employer may require the employee to show evidence of that cost. (d) If a catering employer requires an employee (including an airport catering employee) to be responsible for laundering any special clothing that is required to be worn by them, the employer must pay the employee a laundry allowance of **$6.00** per week for a full-time employee and **$2.05** for each uniform for a part-time
		AHA	Sub-13/06/17	Cl. 26.6	Current clause should be retained including a separate clause dealing with catering and model employees because the draft provision alters the intent and effect of some provisions.	Para 43	
		AHA	Sub-05/09/17		Restates its concerns expressed in earlier submission.	Paras 46 – 48	

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							or casual employee. (e) If a motel 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 **$2.40** for each uniform up to $7.45 per week.
55	Resolved. Award updated.	AHA	Sub-13/06/17	Cl. 26.7(b)	**Allowances – motor vehicle** The words "travelled in performing duties" should be replaced with "of authorised travel."	Para 44	Subclause updated. **DC:** Accepted. Insert "authorised to be" before "travelled".
58	Resolved. Award updated.	AHA	Sub-13/06/17	Cl. 26.11 and Cl. 26.13(a)	**Airport Catering Travel allowance** and **Airport Catering Supervisory allowance** Terminology in current clauses 21.1(i) and 21.2(c) should be retained because the draft provisions do not properly reflect the existing employer and employee description to which these allowances apply to.	Para 45	**DC:** Could be addressed by in clause 26.11 substituting "An airport catering employer must pay an employee" for "The employer of an airport catering employee must pay the employee" and in clause 26.13(a) substituting "employee of an airport catering employer" for "airport catering employee". For further discussion.
		AHA	Sub-05/09/17		Restates its concerns expressed in earlier submission.	Para 49	

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64	Resolved. Award updated.	Business SA	Sub-14/06/17	Cl. 28.2	**Overtime—Payment of overtime** Current clause 33.3(c) must be included in the plain language version of this award because it is not present in the draft clause 28.2 or in general clause 28.	Para 11.2	**DC:** The issue could be addressed by inserting a new subclause after clause 28.2 as follows" In computing overtime payments, overtime worked on any day stands alone from overtime worked on any other day." For further discussion.
66	Resolved ~~Withdrawn~~	AHA	Sub-13/06/17	Cl. 28.2	**Overtime** Clause does not specify that "overtime worked on any day stands alone" as per current award.	Para 49	Further submission received. See transcript 12/09/17 PN 262 **DC:** See the solution at Issue 64.
		AHA	Sub-05/09/17		Restates its concerns expressed in earlier submission.	Para 50	
		AHA	Sub-20/11/17		Did not formally withdraw submission re PLED cl. 28.2 at conference; however, drafter's proposed new wording in respect of item 64 (Business SA) – now PLED cl. 28.3 – resolves concerns.	Para 7	
68 (part)	Resolved. Award updated.	AHA	Sub-13/06/17	Cl. 30.5(a)	**Annual Leave – Special leave arrangements for certain catering employees** The word "functions" is relevant for correctly determining the application of that provision. Current clause 34.4 includes the word "functions". It	Para 51	Clause updated **DC:** Accepted.

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					should be retained and inserted after the word "catering".		
70	Resolved. Award updated.	Business SA	Sub-14/06/17	Cl. 30.5(a)	**Annual Leave** Draft clause 30.5(a) – special leave without pay arrangements for certain catering employees should be amended to reflect the current equivalent entitlements in the current clause 34.4.	Para 13.1	See transcript 12/09/17 PNs 412-445 **DC:** The issue could be addressed by substituting "primary or" for "primary schools," in clause 30.5(a). For further discussion.
75	Resolved. Award updated.	AHA	Sub-13/06/17	Schedule A A.2.1	**Classification Structure and Definitions** Original wording of the Food and beverage attendant grade 3 definition should be retained because it alters the intent and interpretation of the duty.	Para 57	**DC:** The issue raised could be dealt with by deleting A.2.1(c), 2nd last dot point and inserting 2 new dot points as follows: • training food and beverage attendants of a lower classification; • supervising food and beverage attendants of a lower classification. For further discussion.
		AHA	Sub-05/09/17		Restates concern expressed in earlier submission and submits original wording be retained.	Para 44	
76	Resolved. Award updated.	AHA	Sub-13/06/17	Schedule A A.2.2	**Classification Structure and Definitions** The words "of a lower classification" at the end of the Kitchen attendant grade 2 definition should be removed because it alters the intent and interpretation of the supervisory element.	Para 58	Schedule updated. **DC:** Accepted.

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81	Resolved. Award updated.	AHA	Sub-13/06/17	Schedule A A.2.8	**Classification Structure and Definitions** Current provision in the Handyperson definition should be retained because the replacement words "for the employer's workplace" may alter the intent and interpretation of this definition.	Para 64	Schedule updated. **DC:** Agreed. Substitute "in and about the employer's premises" for "for the employer's workplace".
82	Resolved. Award updated.	AHA	Sub-13/06/17	Schedule A A.3.2 New Note	**Classification Structure and Definitions** Draft Casino table gaming employee grade 4 definition should be amended to reflect the Higher Duties clause instead of clause 23—Payment of Wages.	Para 65	NOTE updated. **DC:** Agreed. The cross-reference should be to clause 22—Higher duties.
83	Resolved. Award updated.	AHA	Sub-13/06/17	Schedule A A.3.4(a)	**Classification Structure and Definitions** The word "simular" should be replaced with "similar."	Para 66	Schedule updated. **DC:** Agreed. The word should be "similar".
88	Resolved. Award updated.	AHA	Sub-13/06/17	Schedule B	**Summary of Hourly Rates of Pay** Overtime rates (except for those for casual employees) tables should include a reference that clause 28.3—Time off instead of payment for overtime may apply.	Para 71	Further submissions received. (Note: HIGA-PLED published 25/10/17 cross references correct clause (28.5)) Schedule updated. **DC:** Note added to B.2.2, B.3.3, B.4.3, B.6.2, B.7.3, B.8.4, B.8.6, B.9.3 and
		AHA	Sub-20/11/17		New wording added to relevant	Para 13	

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					Schedules should refer to cl. 28.5 not cl. 28.3.		B.9.5 as follows: "Clause 28.3—Time off instead of payment for overtime allows employees and employers to agree in writing to the employee taking time off instead of being paid for overtime."
88A	Resolved. Cross ref error	AHA	Sub-05/09/17	Schedule B.4	**Summary of Hourly Rates of Pay** Drafting error in Note 3. 'Junior rates' should appear below the new text.	Para 27	
89	Resolved. Award updated.	AHA	Sub-13/06/17	Schedule B B.5	**Summary of Hourly Rates of Pay** B.5 provision should include a note that B.5.1 and B.5.2 do not apply to employees paid under clause 25. In addition, the rates of B.5 are incorrect.	Paras 72 – 73	Schedule updated. Rates have been updated to reflect the AWR 2017. **DC:** Note added to B.5.1 and B.5 2 as follows: "Overtime and penalty rates are not payable to an employee to whom clause25 applies."
90 (part)	Resolved. Award updated. (C.4 resolved.	AHA	Sub-13/06/17	Schedule C C.3 & C.4	**Summary of Monetary Allowances** Sched C.4 should clarify the provision is not applicable to an employee paid under draft clause 25.	Paras 74 – 75	Further submissions received. Schedules C.3 and C.4 updated. **DC:** In C.4 a note has been added as

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	Further submissions received - C.3 outstanding)	AHA	Sub-20/11/17		Drafter's comments proposed wording that resolves the error.	Paras 14-16	follows: "Deductions are not applicable to an employee to whom clause 25 applies."

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1	Withdrawn	AHA	Sub-13/06/17	Cl 1.3 – 1.4	**Title and commencement** Clauses 1.3 and 1.4 are unnecessary and should be removed.	Para 6	
		United Voice	Reply sub-22/06/17		Removal of clauses 1.3 and 1.4 should be referred to a separately constituted Full Bench.	Paras 4 – 7	
2	Withdrawn	AHA	Sub-13/06/17	Current Cl. 2.2	**Commencement and transitional** Current clause 2.2 should not be omitted because there is impact on the intention of the overaward payments treatment. Draft clauses 1.3 and 1.4 should also be removed.	Para 5	

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		United Voice	Reply sub-22/06/17		Opposes AHA's submission regarding current clause 2.2 because the clause was 'intended to be transitional in character' and not intended to operate beyond the transitional period as per the Full Bench's September Decision.	Paras 4 – 7	
3	Withdrawn	AHA	Sub-13/06/17	Cl. 2	**Definitions – adult employee** New definition of an "adult employee" is unnecessary because the adult apprentice definition has been included.	Para 7	**DC**: Definition is necessary. Term is used in draft. Adult has natural meaning different to use in award.
		United Voice	Reply sub-22/06/17		Agrees with AHA's submission	Para 8	
4 (part)	Withdrawn	AHA	Sub-13/06/17	Cl. 2	**Definitions – appropriate level of training** The wording of "appropriate level of training" definition in draft alters the intention and interpretation of the clause. The current "appropriate level of training" definition should be retained (with the exception being to retain the ED's new dispute resolution reference in Note 1).	Paras 8-10	Further submissions received. See transcript 12/09/17 PNs 177-191 **DC:** Request that AHA specifies how intention of current clause has been changed.

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	Withdrawn	AHA	Sub-13/06/17		Agrees with the change in Note 1 which identifies that disputes be addressed in accordance to the clause 36 of the ED rather than being referred to the Commission in the first instance.	Para 9	
		AHA	Sub-20/11/17		Withdrawn items relate to (1) a change of wording at in para (a) – from "designated" to "appropriate" and from "utilise" to "make use of" and (2) Note 1 of the PLED.	Para 5	
16	Withdrawn	United Voice	Sub-08/06/17	Cl. 11	**Casual employment** The modified casual employee entitlement doesn't reflect award-defined features of a causal worker's employment because of the catch-all phrasing used in draft. Reference to engagement and payment as a casual would be removed – variation would regularise behaviour that would currently contravene an award. Currently a casual employee must be engaged as such and paid a casual loading. Under this formulation, employment status is determined by reference to employee's contract of employment and the award. New clause largely leaves employment	Paras 3 – 10	**DC:** If an employer is not engaging a person as a full-time or part-time employee, the employer must engage them as a casual employee. The casual payment requirement then applies as set out in clause 11.2. It is not open to an employer to engage an employee as a casual if, having regard to the features of their employment; they are covered by clause 9 or 10. For further discussion.

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					status to discretion of employer. Requirement that casual employee not full-time or part-time implied and evidence by casual loading being described as 'compensation for' benefits of full-time and part-time employment. Employment must have award-defined features to be a casual employee. Referred to *Nardy House v John Perry* [2016] FWC 73 (appealed [2016] FWCFB 943, reasons [2016] FWCFB 1621) ED reduces casual employment to a catch-all type of employment for employees whose employer has not specifically offered them employment under clauses 9 or 10.		
		AHA	Reply sub-22/06/17	Cl. 11	AHA seeks to discuss the draft casual employment clause as mentioned in para 9 of the United Voice's submission dated 8 June 2017. AHA's preference is that current clause 13.1 be retained	Para 4	
		United Voice	Reply sub-22/06/17	Cl. 11.1	Agrees with AHA's submission – current clause 13.1 is preferable to	Para 13	

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					draft clause 11.1		
18	Withdrawn	Business SA	Sub-14/06/17	Cl. 11.2	**Casual employment** The use of a note in clause 11.2 is inappropriate. The note explains what the cause loading is paid in lieu of. This explanation previously appeared in clause 13.1 of the current award. Content of note should be stated in a specific clause (eg. Clause 11.3 with subsequent renumbering).	Para 4.2	**DC:** The Note explains the reason for the loading. It is sufficient that the requirement to pay the loading be in a substantive provision. For further discussion.
21	Withdrawn	AHA	Sub-13/06/17	Cl. 12.7	**Apprentices – Training** The word "must" should be removed because it creates a different intention to the existing wording in current cl. 14.10. The current wording or words of a similar intent should be used.	Para 15	See transcript 12/09/17 PN 196 **DC:** The issue could be addressed by substituting "apprentice is entitled to be released" for "employer must release an apprentice". For further discussion.
		AHA	Sub-05/09/17	Cl. 12.7	Presses submission that current award wording should be retained.	Para 32	
31	Withdrawn	AHA	Sub-13/06/17	Cl. 15.3	**Ordinary hours of work—make-up time** Draft clause removes the express requirement to consult with	Para 23	**DC:** The requirement to consult about major workplace change is covered by clause 38.

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					employees. The rationale is unclear.		For further discussion.
		United Voice	Reply sub-22/06/17	Cl. 15.3	**Ordinary hours of work—make-up time** Agrees with AHA submission regarding the obligation to consult with employees.	Para 21	
32A	Withdrawn	AHA	Sub-05/09/17	15.4(b), (e)	**Ordinary hours of work—Rosters (full-time and part-time employees)** Submits 'their' should be inserted before the words 'ordinary hours' wherever they appear.	Para 24	
33 (part)	Withdrawn	AHA	Sub-13/06/17	Cl. 16	**Breaks** The current breaks clause should be retained because the term "rest break" is inconsistent with the plain language intention; it imposes a breaks entitlement that does not currently exist; fails to reflect the existing provisions that provide employee with options about break arrangements; and changes the intention and interpretation of the additional payment for the break not given. Withdrawn its submission in relation to the insertion of the word 'rest'.	Para 24	Further submissions received. **DC:** The draft uses the term "paid rest break" not "rest break". It is unclear how the insertion of the word "rest' is inconsistent with plain language drafting and likely to cause confusion. Clause 16 is to be redrafted to reflect that the existing award only allows an employee on a shift of up to 6 hours to request an unpaid meal break. Request that AHA explain how clause 16.6 has altered the intent and

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		United Voice	Reply sub-22/06/17		Refer to their submissions of 8 June 2017 - Sub-08/06/17 Agrees with AHA that where possible the current award wording should be retained.	Para 22	interpretation of the additional payment for the break not given. For further discussion.
		AHA	Sub-20/11/17		Confirms withdrawn item relates to the use of the word "rest" in PLED cl. 16.	Para 6	
36	Withdrawn	Business SA	Sub-14/06/17	Cl. 18.1	**Minimum rates** Draft Table 3 should have all the relevant information populated for a particular classification in a particular classification level in a single row for clarity.	Para 7.1	**DC:** The Table would look busy if every entry contained the dollar amounts. The dollar amounts are set out in relation to Levels. Table not updated.
38	Withdrawn	AHA	Sub-13/06/17	Cl. 18.4(a) and (b)	**Minimum rates** The relevant minimum rate should be clarified to be the relevant rate the junior employee position classification.	Para 25	**DC:** The lead-in words state "…the minimum rate that would otherwise be applicable under Table 3". This must be the rate relevant to the classification of the employee. No further clarification is required.
44	Withdrawn	AHA	Sub-13/06/17	Cl. 19.5(d)	**Adult apprentices** Clause should refer back to clause 19.5(c) to clarify its application.	Para 30	**DC:** It is not necessary for clause 19.5(d) to refer back to clause 19.5(c). For further discussion.
57	Withdrawn	United Voice	Sub-08/06/17	Cl.-26.11	**Award airport catering employees travel allowance**	Paras 24 – 25	**DC:** Noted. Clause 26.11 could be amended to substitute "all employees engaged by airport catering

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					Current wording should be retained because application of the draft allowance is restricted to "airport catering employees".		employers" for "airport catering employees".
67	Withdrawn	AHA	Sub-13/06/17	Cl. 30	**Annual leave – note** Note unnecessary.	Para 50	**DC:** The Note provides the reader with useful information.
		AHA	Sub-05/09/17		Restates its concerns expressed in earlier submission.	Para 51	For further discussion.
72	Withdrawn	AHA	Sub-13/06/17	Schedule A	**Classification Structure and Definitions** The term "grade" should be replaced by the term "classification" in all relevant references.	Para 54	**DC:** It is appropriate to retain the term "grade" in the title of each classification.
74	Withdrawn	AHA	Sub-13/06/17	Schedule A	**Classification Structure and Definitions** The word "and" should be retained in the draft of classification definitions.	Para 56	**DC:** The use of "and" is not appropriate with the lead-in words "any of the following". For further discussion.
78	Withdrawn	AHA	Sub-13/06/17	Schedule A A.2.3	**Classification Structure and Definitions** Current Front office grades 1, 2, 3 and Supervisor definitions should be retained	Para 60	Withdrawn, see Submission-05/09/17 **DC**: Request that AHA specifies the material difference between the current and draft definitions.
79	Withdrawn	AHA	Sub-13/06/17	Schedule A	**Classification Structure and**	Para 62	**DC:** The expression "and/or" is not

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				A.2.5 & A.2.6	**Definitions** The words "and/or" should be retained in A.2.5(b) Timekeeper/security officer grade 2; A.2.6(a) Leisure attendant grade 1, A.2.6(b) Leisure attendant grade 2, A.2.6(c) Leisure attendant grade 3 and A.2.7(b) Storeperson grade 2 definitions.		acceptable in a plain language document.
80	Withdrawn	AHA	Sub-13/06/17	Schedule A A.2.7	**Classification Structure and Definitions** Existing Storeperson grade 3 definition should be retained because it alters the intent of the classification.	Para 63	Withdrawn, see Submission-05/09/17 **DC:** The only material difference is the omission before "may exercise skills" of the words "exercises discretion within the scope of this classification and who". If these words are regarded as important they could be included in A.2.7(c). In the second last item of A.2.7(c) "maintains" should be substituted for "maintaining" and in the last item "supervises" and "records" should be substituted for "supervising" and "recording" respectively.
87	Withdrawn	AHA	Sub-13/06/17	Schedule B	**Summary of Hourly Rates of Pay** The ordinary, Saturday, Sunday and Public Holiday rates table should, where relevant, include an additional note that allowances may apply	Para 70	**DC:** The suggestion seems unnecessary in a Schedule that is intended only to summarise hourly rates of pay.

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					including a reference to the applicable clause and Schedule.		For further discussion.
		AHA	Sub-05/09/17		Presses earlier submission.	Para 59	
92	Withdrawn	AHA	Sub-13/06/17	Schedule D	**School-based apprentices** Reference to "proportionate" entitlements in Sched D.10 should be replaced with "pro-rata" for consistency.	Para 77	**DC:** The word "proportionate" is more appropriate.
94	Withdrawn	AHA	Sub-13/06/17	General	The term "will" has been replaced in the draft with the term "must" in a number of clauses. These replacements may alter the original intention and interpretation of those clauses.	Para 80	**DC:** The word "will" is not appropriate to impose an obligation.