

## SUMMARY OF SUBMISSIONS

This table is a summary of submissions lodged for this award since the exposure draft was first published on 18 December 2015. Updates since last publication on 04 August 2016 are marked in red text.

<b>Status:</b>	<b>A = Agreed (changes made to Exposure draft)</b>	<b>C = referred to Common issue Full Bench</b>	<b>O = Outstanding technical/drafting issue</b>
	<b>R = Resolved by previous Full Bench decision</b>	<b>S = Substantive issue</b>	<b>W = Withdrawn/Not pressed</b>

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	Reference	NOTES	Status
1.	RK & Ors	<a href="#">Sub-02/03/15</a>			<b>Amalgamation of Clerks Award and Legal Services Award</b> Preliminary view is that they do not support amalgamation of these two awards.	Page 1	No support for amalgamation of the two awards—Hearing <u>6 June 2016</u> [PN952–955]	A
2.	CCSA	<a href="#">Sub-02/03/15</a>	3	4.6	<b>Coverage</b> Propose variation to include <i>Children’s Services Award 2010</i> in the list of industry awards excluded from coverage of the <i>Clerks Award</i> , in order to remove ambiguity.	Page 2		W
		<a href="#">Sub-30/09/16</a>			<b>Withdraws application citing <i>United Voice v Cuddlepier Early Learning Centre</i> [2015] FWC 6661</b>	Page 2		

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3	ABI	<a href="#">Sub – 15/04/16</a>	5.2	–	<b>Facilitative provisions</b> Incorrect reference in table – facilitative provision for ‘time off instead of overtime’ is 13.6(a) NOT 13.5(c).	[5.2], p.8		A	
	AIG	<a href="#">Reply sub – 05/05/16</a>				Agrees with ABI.			[60], p.16
	AIG	<a href="#">Sub – 14/04/16</a>				Reference to cl. 13.5(c) should be Cl. 13.6			[187], p.43
	ABI	<a href="#">Reply sub – 06/05/16</a>				Agrees with AIG.			[5.1], p.16
4	AIG	<a href="#">Sub – 14/04/16</a>	5.2	–	<b>Facilitative provisions</b> Reference in cl. 5.2 to ‘majority of employees’ with respect to cl. 18.2 is erroneous and should be substituted with ‘the employees’.	[188]–[190], p.43	<b>Agree that terminology should be consistent across clause 18.2 and clause 5.2 and that agreement can be between employer and individual employee too.</b>	A	
	BusSA	<a href="#">Reply sub – 06/05/16</a>				Agrees with AIG			[3.2], p.7
	ABI	<a href="#">Reply sub – 06/05/16</a>				Agrees with AIG.			[5.1], p.6
	ABI	<a href="#">Sub-06/09/16</a>				Agrees with AIG and BusSA.			[1], p.1
	BusSA	<a href="#">Sub - 06/09/16</a>				Reference in cl. 5.2 to ‘majority of employees’ with respect to cl. 18.2 is erroneous and should be substituted with ‘the employees’			[1], p.3
	AIG	<a href="#">Sub - 12/09/16</a>				Submits that the issue could be			[4], p.2

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					addressed by amending cl 18.2 to be agreement between the employer and either the majority of employees or an individual employee.			
	ASU	<a href="#">Sub - 08/09/16</a>			Supports that the language should be consistent across cl. 5.2 and 18.2. Do not oppose wording in cl. 5.2 and 18.2 being changed to reflect agreement between an employer and an individual employee.	[2–4], p.2		
	BusSA	<a href="#">Reply Sub - 27/09/16</a>			BusSA agrees with <a href="#">AIG Subs 12/09/16</a> and <a href="#">ABI Subs 06/09/16</a>	[1], p.2		
	ABI	<a href="#">Reply Sub - 27/09/16</a>			Agree with submissions of BusSA.	[1], p.1		
5.	AIG	<a href="#">Sub – 14/04/16</a>	6.2(a)(ii)	11.1	<b>Part-time employment</b> Definition of part-time employment altered in ED from what is in current MA. Argues substantive change. Seeks cl be varied.	[191]–[193], p.44	Proposes wording	A
	BusSA	<a href="#">Reply sub – 06/05/16</a>			Agrees with AIG	[3.3], p.7		
	ABI	<a href="#">Reply sub – 06/05/16</a>			Agrees with AIG.	[5.2], p.6		
	ASU	<a href="#">Coro–02/06/16</a>			Current Modern Award wording should be maintained.	p.2		

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6.	AIG	<a href="#">Sub – 14/04/16</a>	6.2(a)(iii)	11.2	<b>Part-time employment</b> The words ‘who do the same kind of work’ should be deleted. Argues unnecessary.	[194], p.44		A	
	BusSA	<a href="#">Reply sub – 06/05/16</a>				Agrees with AIG			[3.3], p.7
	ABI	<a href="#">Reply sub – 06/05/16</a>				Agrees with AIG.			[5.2], p.6
7.	ABI	<a href="#">Sub – 15/04/16</a>	6.3(d)	11.5	<b>Casual employment</b> <i>In response to FWC query:</i> Not opposed to clause being amended to specifically state that the minimum payment applies ‘for each engagement’.	[5.3], p.8		A	
	AIG	<a href="#">Reply sub – 05/05/16</a>	6.3(d)			Agrees with ABI.			[61], p.16
	BusSA	<a href="#">Sub – 15/04/16</a>	6.3(d)			Believes it is appropriate to insert the wording ‘for each engagement’ into this clause in order to provide clarity.			[3.2.1], p.13
	ABI	<a href="#">Reply sub – 06/05/16</a>	6.3(d)			Agrees with BusSA.			[5.3], p.6

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8.	FWO	<a href="#">Sub-02/03/15</a>	8.1 and 14.1	25.1 and 28.1	<b>Shiftworker</b> FWO has received enquiries about when an employee should be considered a shiftworker (term not defined) e.g. employee finishing after 7pm could be considered a day worker (working outside spread of ordinary hours) or an afternoon shiftworker.	[7], p.3	No support for change to wording or definition of “shiftworker”	A
	ABI	<a href="#">Sub-06/09/16</a>			Merit in including “shiftworker” definition – Repeat and rely upon [5.8] of Sub-15/04/16.	[2], p.1		
	BusSA	<a href="#">Sub - 06/09/16</a>			Will consider any wording put forward by other interested parties. In the absences of wording, BusSA does not intend to pursue further.	[2], p.3		
	AIG	<a href="#">Sub - 12/09/16</a>			Provisions of cl. 14 do not apply to employees performing ordinary hours in accordance with cl. 8.1. Cl 14 only applies to employees who have been employed on shifts, as contemplated by clause 14.4(a).	[10], p.		
	ASU	<a href="#">Sub - 08/09/16</a>			Not necessary to define a “shiftworker”. There are provisions in the award for	[5] & [6], p.2		

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					shiftwork. Not aware of any issues raised by employees where a definition for “shiftworker” would be necessary.			
	BusSA	<a href="#">Reply Sub - 27/09/16</a>			Agrees with <a href="#">ABI Subs 06/09/16</a> . Reiterates position that will consider any wording put forward by other interested parties.	[2], p.2		
	AIG	<a href="#">Reply Sub - 27/09/16</a>			Agree with <a href="#">ASU Subs 08/09/16</a> that definition of “shiftworker” is not necessary. Refer to <a href="#">AIG Subs 12/09/16</a>	[3], p.2		
	ABI	<a href="#">Reply Sub - 27/09/16</a>			Agree with <a href="#">BusSA Subs 06/09/16</a> . May be some merit in including a definition of “shiftworker”. Will consider any wording advanced, but do not intend to pursue issue.	[2], p.1		
9.	AIG	<a href="#">Sub – 14/04/16</a>	8.1(a)(i)	25.1(a)	<b>Weekly hours of work</b> CI does not meet requirements of s.147 of the Act. Proposes ED be amended	[195], p.44	Proposes wording. Further discussion pending.	O
	ABI	<a href="#">Reply sub – 06/05/16</a>			Not opposed to AIG’s proposed amendments.	[5.4], p.6	Linked to item 10	
	ASU	<a href="#">Coro–02/06/16</a>			Exposure draft wording should not be amended.	p. 2	Propose amendment to 8.1(a)(i) and 8.1(a)(ii) be	

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	ABI	<a href="#">Sub-06/09/16</a>			Do not oppose AIG submission. Repeats and relies upon [5.4] of <a href="#">Sub-06/05/16</a>	[3], p.1		
	BusSA	<a href="#">Sub - 06/09/16</a>			Do not oppose AIG submission. AIG wording clearly defines ordinary hours and, that not all employment categories work 38 ordinary hours. Part-time and casual employees may work less than 38 ordinary hours per week.	[3], p.1		
	AIG	<a href="#">Sub - 12/09/16</a>			Previously addressed issues in <a href="#">Sub - 14/04/16</a> (paras 28 to 21 [sic] and 198). Variations will remove inconsistency between award terms.			
	ASU	<a href="#">Sub - 08/09/16</a>			Opposes AIG proposition. Current drafting of 8.1(a)(i) meets the requirements of the Act.	[7], p.2		
	BusSA	<a href="#">Reply Sub - 27/09/16</a>			Disagrees with <a href="#">ASU Subs 08/09/16</a> and agrees with <a href="#">AIG Subs 12/09/16</a>	[3], p.2		
	AIG	<a href="#">Reply Sub - 27/09/16</a>			Regarding <a href="#">ASU Subs 08/09/16</a> on this point they rely on <a href="#">AIG Subs 12/09/16</a> .	[4], p.2		
	ABI	<a href="#">Reply Sub - 27/09/16</a>			Do not oppose AIG <a href="#">Sub - 14/04/16</a> [195] proposed amendment. Refer to ABI <a href="#">Reply</a>	[3], p.1		

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					<a href="#">sub – 06/05/16 [5.4].</a> Do not agree with <a href="#">ASU Subs 08/09/16.</a>			
10.	AIG	<a href="#">Sub – 14/04/16</a>	8.1(a)(ii)	25.1(a)	<b>Weekly hours of work</b> CI does not meet requirements of s.147 of the Act. Proposes ED be amended.	[196], p.45	Proposes wording Further discussion pending. Linked to item 9  <b>Propose amendment to 8.1(a)(i) and 8.1(a)(ii) be made so that both provisions provide that the ordinary hours of work for day workers are “... an average of up to 38 per week.”</b>	O
	ABI	<a href="#">Reply sub – 06/05/16</a>		Not opposed to AIG’s proposed amendments.	[5.4], p.6			
	ASU	<a href="#">Coro–02/06/16</a>		Exposure draft wording should not be amended.	p. 2			
	ABI	<a href="#">Sub-06/09/16</a>		Do not oppose AIG submission. Repeats and relies upon [5.4] of <a href="#">Sub-06/05/16.</a>	[3], p.1			
	BusSA	<a href="#">Sub - 06/09/16</a>		Supports AIG’s similar submission.	[3], p.1			
	AIG	<a href="#">Sub - 12/09/16</a>		Previously addressed issues in <a href="#">Sub - 14/04/16</a> (paras 28 to 21 [sic] and 198) Variations will remove inconsistency between award terms.	[10], p.4			
	ASU	<a href="#">Sub - 08/09/16</a>		Opposes AIG proposition. Current drafting of 8.1(a)(ii) meets the requirements of the Act.	[9], p.2			
	BusSA	<a href="#">Reply Sub - 27/09/16</a>		Disagrees with <a href="#">ASU Subs 08/09/16</a> and agrees with <a href="#">AIG</a>	[3], p.2			



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					<a href="#">Subs 12/09/16.</a>			
	AIG	<a href="#">Reply Sub - 27/09/16</a>			Regarding <a href="#">ASU Subs 08/09/16</a> on this point they rely on <a href="#">AIG Subs 12/09/16.</a>	[4], p.2		
	ABI	<a href="#">Reply Sub - 27/09/16</a>			Do not oppose <a href="#">AIG Sub - 14/04/16 [195]</a> , p.44 proposed amendment. Refer to <a href="#">ABI Reply sub – 06/05/16 [5.4]</a> . Do not agree with <a href="#">ASU Subs 08/09/16.</a>	[3], p.1		
11.	AIG	<a href="#">Sub – 14/04/16</a>	8.1(a)(ii)	25.1(a)	<b>Weekly hours of work</b> The words ‘per week’ should be inserted after ‘38’.	[197], p.45		A
	ABI	<a href="#">Reply sub – 06/05/16</a>			Not opposed to AIG’s proposed amendments.	[5.4], p.6		
	BusSA	<a href="#">Reply sub – 06/05/16</a>			Agrees with AIG.	[3.4], p.7		
12.	AIG	<a href="#">Sub – 14/04/16</a>	8.1(c)	25.1(b)	<b>Weekly hours of work</b> Submits the words of the current provision be reinstated. Concerned that replacing the words “in association with” with “an employee works with” alters the circumstances in which the provision operates and deviates substantially from current clause	[198]–[202], p.45–46		A
	BusSA	<a href="#">Reply sub – 06/05/16</a>			Agrees with AIG	[3.5], p.7		

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	ABI	<a href="#">Reply sub – 06/05/16</a>			Not opposed to AIG’s proposed amendments.	[5.4], p.6		
13.	AIG	<a href="#">Sub – 14/04/16</a>	8.1(c)	25.1(b)	<b>Weekly hours of work</b> Clause has been redrafted to provide that ‘the ordinary hours that may be worked’ by relevant employees are as prescribed by the majority of employees in the workplace. Submits this is a change from current wording of MA. Proposes amendment	[203]–[205], p.46–47	Proposed wording included	A
	ABI	<a href="#">Reply sub – 06/05/16</a>			Not opposed to AIG’s proposed amendments.	[5.4], p.6		
14.	AIG	<a href="#">Sub – 14/04/16</a>	8.1(c)	25.1(b)	<b>Weekly hours of work</b> Submits word “span” should be substituted with “spread” as per current clause 25.1(b) in MA.	[206]–[209], p.47		A
	ABI	<a href="#">Reply sub – 06/05/16</a>			Not opposed to AIG’s proposed amendments.	[5.4], p.6		
15.	AIG	<a href="#">Sub – 14/04/16</a>	8.1(c)	25.1(b)	<b>Weekly hours of work</b> Submits the word ‘by’ should be inserted into clause 8.1(c) – “...ordinary hours outside the span prescribed by clause 8.1(b)”	[210], p.47		A
	ABI	<a href="#">Reply sub – 06/05/16</a>			Not opposed to AIG’s proposed amendments.	[5.4], p.6		
16.	AIG	<a href="#">Sub – 14/04/16</a>	8.2	25.2	<b>Altering span of hours</b> Submits reference to “span” of	[211], p.47		A

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					hours in heading of clause should be substituted with “spread” of hours.			
	ABI	<a href="#">Reply sub – 06/05/16</a>			Not opposed to AIG’s proposed amendments.	[5.4], p.6		
17.	FWO	<a href="#">Sub-02/03/15</a>	8.2(b)	25.2	<b>Spread of hours</b> FWO has received enquiries as to what ‘ <i>spread of hours may be altered by up to one hour at either end of the spread</i> ’ means. e.g. whether 7am-7pm may be changed to 7am – 8pm (increase at one end of spread), 6am-8pm (increase both ends of spread) or 6am-6pm (shifting spread).	[8], Page 3	<i>See also item 18</i>	O
	ABI	<a href="#">Sub-06/09/16</a>			Submits there is no ambiguity regarding “at either end”. Repeat and rely on <a href="#">Sub-15/04/16</a> . Agree with AIG submissions.	[4], p.1		
	BusSA	<a href="#">Sub - 06/09/16</a>			Supports submissions of AIG and ABI. Maintains position.	[4], p.3		
	ASU	<a href="#">Sub - 08/09/16</a>			ASU supports current wording in ED. Relies on previous submissions.	[11], p.3		
	BusSA	<a href="#">Reply Sub - 27/09/16</a>			Disagrees with <a href="#">ASU Subs 08/09/16</a> . Agrees with <a href="#">ABI Subs 06/09/16</a> . Maintains position.	[4], p.2		

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	AIG	<a href="#">Reply Sub - 27/09/16</a>			Notes that no party appears to be arguing for a change to the current provisions. Clause permits a variation at both ends. Concur with <a href="#">BusSA Subs 06/09/16</a> . Seeks to be heard further if Commission forms a provisional view.	[5]-[10], p.2-3		
	ABI	<a href="#">Reply Sub - 27/09/16</a>			Agree with submissions of AIG and BusSA. Refer to <a href="#">ABI Sub – 15/04/16 [5.4]</a> . Disagree with the position of the <a href="#">ASU Subs 08/09/16</a> .	[4], p.1		
18.	ABI	<a href="#">Sub – 15/04/16</a>	8.2(b)	25.2	<b>Altering span of hours</b> <i>In response to FWC query:</i> The use of the words ‘at either end’ demonstrates that the clause is intended to allow for the span of hours to be increased at both ends.	[5.4], p.8		O
	AIG	<a href="#">Reply sub – 05/05/16</a>			Agrees with ABI and note that no interested party has sought a variation to clause.	[63], p.16		
	ASU	<a href="#">Coro–02/06/16</a>			Submits that the span of hours can be increased by up to one hour at commencement, or up to one hour at conclusion of the span of hours, but not at both	p.2		

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					ends of the span.			
	ABI	<a href="#">Sub-06/09/16</a>			Submits there is no ambiguity re “at either end”. Repeats and relies on <a href="#">Sub-15/04/16</a> . Agree with AIG submissions.	[4], p.1		
	BusSA	<a href="#">Sub - 06/09/16</a>			Supports submissions of AIG and ABI. Maintains its position.	[4], p.3		
	ASU	<a href="#">Sub - 08/09/16</a>			Supports current wording in ED. Relies on previous subs.	[12], p.3		
	BusSA	<a href="#">Reply Sub - 27/09/16</a>			Disagrees with <a href="#">ASU Subs 08/09/16</a> . Agrees with <a href="#">ABI Subs 06/09/16</a> . <u>Maintains its position.</u>	[4], p.2		
	AIG	<a href="#">Reply Sub - 27/09/16</a>			Notes that no party appears to be arguing for a change to the current provisions. Clause permits a variation at both ends. Concur with <a href="#">BusSA Subs 06/09/16</a> . Seeks to be heard further if Commission forms a provisional view.	[5]-[10], p.2-3		
	ABI	<a href="#">Reply Sub - 27/09/16</a>			Agree with AIG and BusSA. Disagree with ASU. Repeats and relies on previous subs.	[4], p.1		

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19.	AIG	<a href="#">Sub – 14/04/16</a>	8.2(b)	25.2	<b>Altering span of hours</b> Submits reference to “span” of hours be substituted with reference to “spread”.	[212], p.48		A
	ABI	<a href="#">Reply sub – 06/05/16</a>			Not opposed to AIG’s proposed amendments.	[5.4], p.6		
20.	AIG	<a href="#">Sub–14/04/16</a>	8.2(b)	25.2	<b>Altering span of hours</b> Drafting error – submits replace the first time the word ‘by’ is used, it should be replaced with ‘be’.	[213], p.48		A
	ABI	<a href="#">Replysub– 06/05/16</a>			Not opposed to AIG’s proposed amendments.	[5.4], p.6		
	Business SA	<a href="#">Sub – 15/04/16</a>			The word ‘by’ should be replaced with ‘be’.	[3.1.1], p.13		
	AIG	<a href="#">Reply sub – 05/05/16</a>			Agrees with amendments proposed by BusSA.	[62], p.16		
21.	AIG	<a href="#">Sub – 14/04/16</a>	8.5(a)	25.4(c)	<b>Banking system</b> 8.5(a) refers to clause 8.4. Submits cross reference is erroneous. Submits consistent with current MA, reference should be to clause 8 generally.	[214]–[215], p.48		A
	ABI	<a href="#">Reply sub – 06/05/16</a>			Agree with AIG.	[5.5], p.6		

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22.	FWO	<a href="#">Sub-02/03/15</a>	9.1 and 14.4(f)	26.1 & 28.4(f)	<b>Shiftworkers – meal breaks and related penalties</b> FWO has received enquiries as to whether 20 minute paid crib break applies instead of, or in addition to, 30 minute unpaid meal break and if both apply, how they should be applied. Also, whether penalty of double time applies if shiftworker works through crib break.	[9], p.3	Parties are in agreement regarding the interpretation of the clause, that if there is an entitlement to a break under clause 14, that an entitlement to a break under clause 9.1(a) does not arise. They agree that no change needs to be made—Hearing <u>6 June 2016</u> [PN1402–1406]	A
23.	ABI	<a href="#">Sub – 15/04/16</a>	9.1(a)	26.1	<b>Unpaid meal break</b> <i>In response to FWC query:</i> Clause does not apply shiftworkers. Cl 28.4(f) of the current MA creates a separate entitlement for shiftworkers concerning meal breaks.	[5.5], p.8	Linked to item 22.	A
	AFEI	<a href="#">Sub – 15/04/16</a>			Cl 9.1(a) does not apply to shiftworkers as there is a separate entitlement under cl. 14.4	[33], p.4		
	AIG	<a href="#">Sub – 14/04/16</a>			Submits that where cl 14.4 applies, an employee is not entitled to the meal break as provided in cl. 14.4(a)	[216], p.48		
	Business SA	<a href="#">Sub – 15/04/16</a>			Cl. 9.1(a) is ‘conditional upon’ the provisions of cl. 14 which	[3.2.2], p.13		

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					provides alternative conditions for shift workers meal breaks. Cl. 9.1(a) does not apply to shift workers.			
	ABI	<a href="#">Reply sub – 06/05/16</a>			Agrees with AFEI, BusSA and AIG.	[5.6], p.6		
	AIG	<a href="#">Reply sub – 05/05/16</a>			Agrees with BusSA, AFEI, and ABI.	[64], p.17		
	ASU	<a href="#">Coro–03/06/16</a>			ASU submits that the 20 minute paid crib break (14.4(e)) is applied in precedence to the 30-60 minute unpaid meal break (9.1(a)).	p.2		
24.	AIG	<a href="#">Sub – 14/04/16</a>	9.2(c)	26.2	<b>Paid rest break</b> Submits the work ‘taken’ in clause 9.2(c) is unnecessary and should be deleted.	[217], p. 49		A
	BusSA	<a href="#">Reply sub – 06/05/16</a>			Agrees with AIG	[3.6], p.7		
	ABI	<a href="#">Reply sub – 06/05/16</a>			Agrees with AIG	[5.7], p.6		
25.	AIG	<a href="#">Sub – 14/04/16</a>	10.1	16	<b>Adult employees</b> Proposes that drafting of cl. 10.1 be amended to reflect intent that minimum weekly rate only applies to full time employees.	[218]–[221], pg 49		A
	BusSA	<a href="#">Reply sub – 06/05/16</a>			Agrees with AIG	[3.7], p.7		



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	ABI	<a href="#">Reply sub – 06/05/16</a>			Agrees with AIG but submit amendment is not necessary as there is no ambiguity.	[5.8], p.6		
26.	AIG	<a href="#">Sub – 14/04/16</a>	10.3(c)	23.3	<b>Day off coinciding with payday</b> Submits reference to ‘rostered hours’ is confusing and erroneous. Proposes substituting current wording of MA	[222]–[223], p.49–50		A
	ABI	<a href="#">Reply sub – 06/05/16</a>			Agrees with AIG	[5.9], p.6		
27.	ASU	<a href="#">Sub-02/03/15</a>	10.4	17	<b>Annualised salaries</b> Propose deleting current clause and inserting a new clause.	[16], p.5	Referred to a separately constituted Full Bench Proposed wording is provided.	C
28.	AIG	<a href="#">Sub – 14/04/16</a>	10.5	19.7	<b>Higher duties</b> In the current MA “higher duties allowance” is located within “allowances” clause. In ED, “higher duties allowance” sits outside “allowances” cl and this affects the annualised salary provision. Submits cl 10.5 should be relocated to a subclause under cl 11 of the ED.	[224]–[226], p.50	Parties agree with AIG proposal—Hearing <u>6 June 2016</u> [PN1418]	A
	BusSA	<a href="#">Reply sub – 06/05/16</a>			Agrees with AIG but suggests the words “clause 10.5 – Higher Duties” be added as a dot point to 10.4(a)(i).	[3.8], p.7-8		

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	Reference	NOTES	Status
	ABI	<a href="#">Reply sub – 06/05/16</a>			Agrees with AIG.	[5.9], p.6		
	AIG, AFEL, ABI and BusSA	<a href="#">Coro–26/05/16</a>			Issues remain outstanding	p.1		
29.	AIG	<a href="#">Sub – 14/04/16</a>	11.3(a)	19.1	<b>Transport of employees – shiftworkers</b> Current MA provides entitlement to ‘an employee working shiftwork’. Cl 11.3(a) of ED does not make it clear cl only applies where employee is working shiftwork. Proposes amendment.	[227]–[229], p.50-51	Provides proposed wording.	A
	BusSA	<a href="#">Reply sub – 06/05/16</a>			Agrees with AIG	[3.9], p.7		
	ABI	<a href="#">Reply sub – 06/05/16</a>			Does not oppose AIG.	[5.10], p.6		
30.	AIG	<a href="#">Sub – 14/04/16</a>	11.3(a)	19.1	<b>Transport of employees – shiftworkers</b> Current MA provides for reimbursement relating to employee travelling from work to their home. Submits ED extends entitlement. Submits cl should be amended	[230]–[232], p.51	Provides proposed wording.	A

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	Reference	NOTES	Status
	BusSA	<a href="#">Reply sub – 06/05/16</a>			Agrees with AIG	[3.10], p.7		
	ABI	<a href="#">Reply sub – 06/05/16</a>			Does not oppose AIG.	[5.10], p.7		
31.	FWO	<a href="#">Sub-02/03/15</a>	12	24.5(b)	<b>Superannuation</b> FWO receives enquiries as to how to apply maximum 52 week limit. i.e. whether it should be applied 52 weeks per workers compensation claim OR 52 consecutive weeks OR 52 weeks over course of employees entire employment.	[6], Page 2	Further discussion pending.	S
32.	ABI	<a href="#">Sub – 15/04/16</a>	13.1		<b>Definition of overtime</b> Drafting error – definition of overtime inconsistent with definition of ordinary hours in cl 8.1 of ED. 13.1(a) needs to state that overtime when employee works in excess of 10 hours. Proposes clause be redrafted.	[5.6], p.8-9		A
	BusSA	<a href="#">Reply sub – 06/05/16</a>			Agrees with ABI.	[3.11], [3.17], p.7		
	AIG	<a href="#">Reply sub – 05/05/16</a>			Does not oppose ABI but suggest words “exclusive of meal breaks” be inserted as “10 hours”.	[65], p.17		

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	Reference	NOTES	Status
	ASU	<a href="#">Coro-02/06/16</a>			ASU agrees that clause 13.1(a) is amended to read “in excess of 10 hours exclusive of meal breaks in any one day; or”	p.2		
33.	AIG	<a href="#">Sub – 14/04/16</a>	13.3(a)	27.2	<b>Payment for working Saturdays and Sundays</b> Submits the word “span” should be replaced with “spread”.	[233], p.51		A
	BusSA	<a href="#">Reply sub – 06/05/16</a>			Agrees with AIG	[3.12], p.7		
	ABI	<a href="#">Reply sub – 06/05/16</a>			Does not oppose AIG.	[5.11], p.6		
34.	AIG	<a href="#">Sub – 14/04/16</a>	13.4(a)	27.3(a)	<b>Length of rest period</b> Submits cl deviates substantially from current MA. Submits cl should be amended	[234]–[236], pg. 52	Provides proposed wording	A
	BusSA	<a href="#">Reply sub – 06/05/16</a>			Agrees with AIG.	[3.13], p.7		
	ABI	<a href="#">Reply sub – 06/05/16</a>			Agrees with AIG and BusSA.	[5.12], p.6		
35.	AFEI	<a href="#">Sub – 15/04/16</a>	13.4(b)(i)	27.3(b)	<b>Rest period after working overtime</b> <i>In response to FWC query:</i> Agrees that the words ‘the end of the employee’s ordinary hours’ should instead be ‘end of overtime’.	[34], p.6	AIG, AFEI and Business SA agree that no change is necessary—Hearing <u>6 June 2016</u> [PN1432]  ASU supports proposed amendment— <u>Conference</u>	O

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	Reference	NOTES	Status
	BusSA	<a href="#">Sub – 15/04/16</a>			Submits change unnecessary.	[3.2.3], p.14	30 May 2016 [PN 529 and 532]	
	AIG	<a href="#">Reply sub – 05/05/16</a>			Does not oppose amendment proposed by FWC.	[66], p.17		
	ABI	<a href="#">Sub-06/09/16</a>			Submits no change is required. Agree with BusSA and AIG.	[5], p.1		
	BusSA	<a href="#">Sub - 06/09/16</a>			Maintains their position that change unnecessary.	[5], p.4		
	AIG	<a href="#">Sub - 12/09/16</a>			The change proposed does not appear to be problematic.	[17], p.4		
	ASU	<a href="#">Sub - 08/09/16</a>			ASU does not oppose the amended wording in the ED.	[13], p.3		
	AIG	<a href="#">Reply Sub - 27/09/16</a>			Agree with <a href="#">ASU Subs 08/09/16</a> that proposed change does not appear problematic.	[11], p.3		
	ABI	<a href="#">Reply Sub - 27/09/16</a>			Agree with BusSA. Submits no change is required.	[5], p.1		
36.	AIG	<a href="#">Sub – 14/04/16</a>	13.4(b)(i)	27.3(b)	<b>When the employee does not get a 10 hour rest ‘time’ should be deleted from the second bullet point.</b>	[237], p.52		A
	BusSA	<a href="#">Reply sub – 06/05/16</a>			Agrees with AIG.	[3.14], p.7		

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37.	AIG	<a href="#">Sub – 14/04/16</a>	13.4(b)(ii)	27.3	<b>When the employee does not get a 10 hour rest</b> The word ‘during’ should be deleted from the first bullet point	[238], p.52		A
	BusSA	<a href="#">Reply sub – 06/05/16</a>			Agrees with AIG.	[3.14], p.7		
38.	AIG	<a href="#">Sub – 14/04/16</a>	13.4(d)	27.3(f)	<b>When the employee does not get a 10 hour rest</b> The cross reference to cl 13.1 should be amended to read cl. 13.2	[239], p.52		A
	BusSA	<a href="#">Reply sub – 06/05/16</a>			Agrees with AIG.	[3.14], p.7		
39.	ABI	<a href="#">Sub – 15/04/16</a>	14.1	28.1	<b>Shiftwork – Definitions</b> <i>In response to FWC query:</i> Considers there to be merit in including a definition of shiftworker in Sch G.	[5.8], p.9	No support for definition of “shiftworker”.	A
	AIG	<a href="#">Reply sub – 05/05/16</a>			ABI have not provided specific wording – party requests that when one is proposed, it is provided with an opportunity to respond.	[72], p.18		
	AFEI	<a href="#">Sub – 15/04/16</a>			Definition not necessary.	[35], p. 6		
	AIG	<a href="#">Reply sub – 05/05/16</a>			Agrees with AFEI.	[67], p.17		

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	BusSA	<a href="#">Sub – 15/04/16</a>			Submits a definition would be helpful – recommends definition from <i>Mining Industry Award 2010</i> .	[3.2.4], p.14		
	ABI	<a href="#">Reply sub – 06/05/16</a>			Agree with BusSA.	[5.13], p.6		
	AIG	<a href="#">Reply sub – 05/05/16</a>			Strongly opposes BusSA’s definition.	[70], p.18		
	AIG, AFEI, ABI and BusSA	<a href="#">Coro–24/05/16</a>			Issue remains outstanding. Notes that Business SA no longer pursuing insertion of the definition proposed in its 15 April 2016 submission.	p.1		
	ASU	<a href="#">Coro–02/06/16</a>			Current Modern Award provisions in respect to defining of overtime are sufficient.	p.2		
	BusSA	<a href="#">Sub - 06/09/16</a>			Will consider any wording put forward by other interested parties. In the absence of wording does not intend to pursue further.	[2], p.3		
	ASU	<a href="#">Sub - 08/09/16</a>			Not necessary to define “shiftworker”. Not aware of any issues where a definition would be necessary.	[14], p.3		
	BusSA	<a href="#">Reply Sub - 27/09/16</a>			Agrees with <a href="#">ABI Sub 06/09/16</a> . Also reiterate that will consider any wording put forward by other interested parties.	[2], p.2		

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	Reference	NOTES	Status
	AIG	<a href="#">Reply Sub - 27/09/16</a>			Agrees with <a href="#">ASU Subs 08/09/16</a> – definition of “shiftworker” not necessary.	[12], p.3		
40.	BusSA	<a href="#">Sub – 15/04/16</a>	14.2	28.2	<b>Altering span of hours</b> <i>In response to FWC query:</i> Submits that the hours can be varied by an hour at both ends. The phrase “at either end” is not restricted.	[3.2.5], pg. 15		O
	ABI	<a href="#">Reply sub – 06/05/16</a>			Agrees with BusSA.	[5.14], p.7		
	AIG	<a href="#">Reply sub – 05/05/16</a>			Agrees with BusSA and notes no party has sought a variation to this provision.	[73], p.73		
	ASU	<a href="#">Coro–02/06/16</a>			Submits that the span of hours can be increased by up to one hour at commencement, or up to one hour at conclusion of the span of hours, but not at both ends of the span	p.2		
	ABI	<a href="#">Sub-06/09/16</a>			Agree with the position of BusSA and AIG. Oppose the position of ASU. Repeat and reply on [5.14] of <a href="#">Sub-06/05/16</a> and [5.4] of <a href="#">Sub-15/04/16</a>	[6], p.2		
	BusSA	<a href="#">Sub - 06/09/16</a>			Maintains its position. Opposes ASU position.	[6], p.4		



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	ASU	<a href="#">Sub - 08/09/16</a>			Supports current wording in ED. Relies on previous submissions.	[16], p.3		
	BusSA	<a href="#">Reply Sub - 27/09/16</a>			Disagrees with <a href="#">ASU Subs 08/09/16</a> . Agrees with <a href="#">ABI Subs 06/09/16</a> and refers to BusSA's recent submission on the items.	[4], p.2		
	AIG	<a href="#">Reply Sub - 27/09/16</a>			Notes that no party appears to be arguing for a change to the current provisions. Clause permits a variation at both ends. Concur with <a href="#">BusSA Subs 06/09/16</a> . Seeks to be heard further if Commission forms a provisional view.	[13], p.3		
	ABI	<a href="#">Reply Sub - 27/09/16</a>			Agree with BusSA and AIG. Disagrees with ASU. Repeats and relies upon <a href="#">ABI Reply sub – 06/05/16 [5.13]</a> and <a href="#">ABI Sub – 15/04/16 [5.8]</a> .	[6], p.1		
41.	FWO	<a href="#">Sub-02/03/15</a>	14.4 and 14.7	28.4 & 28.7	<b>Special rates</b> FWO has received enquiries about the meaning of 'special rates'. No definition in award. Unclear under what circumstances 28.7 applies and which of the listed entitlements in 28.4 constitute a special rate.	[10], p.4	No support for any change to wording of revised exposure draft.	A

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	ABI	<a href="#">Sub-06/09/16</a>			Do not intend to make submissions because they do not consider that there is any ambiguity re application of clause.	[7], p.2		
	AIG	<a href="#">Sub - 12/09/16</a>			The reference to “special rates” captures all the higher rates specified by the clause. The amendment is appropriate	[18], p.5		
	BusSA	<a href="#">Sub - 06/09/16</a>			Will not pursue submissions unless encouraged by the employer parties. Provide definition for “special rate”.	[7], p.4		
	ASU	<a href="#">Sub - 08/09/16</a>			ASU support current wording in ED. Not aware of any issues with the wording.	[16], p.3		
	AIG	<a href="#">Reply Sub - 27/09/16</a>			Do not believe that the specific clause proposed by <a href="#">BusSA Subs 06/09/16</a> is necessary or appropriate. Maintain their view in para 18 of <a href="#">AIG Subs 12/09/16</a>	[14], p. 3		
	ABI	<a href="#">Reply Sub - 27/09/16</a>			Agree with AIG in relation to the amendment of the Exposure Draft.	[7], p.2		
42.	ABI	<a href="#">Sub – 15/04/16</a>	14.5(b), (c)	28.5	<b>Overtime</b> ED contains error. Assumes cl is as stated in comparison document. Reference to cl. 13.5 to be corrected to 13.6(a).	[5.7], p.9		A

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	AIG	<a href="#">Reply sub – 05/05/16</a>			Agrees with ABI that there is a drafting error.	[74], p.18		
	AIG	<a href="#">Sub – 14/04/16</a>			<b>Overtime</b> Submits drafting error – text in sub cl (c) be relocated to the end of sub cl. (b) – sub clause (c) be deleted.	[240], pg. 53		
	BusSA	<a href="#">Reply sub – 06/05/16</a>			Agrees with AIG.	[3.15], p.7		
	ABI	<a href="#">Reply sub – 06/05/16</a>			Agrees with AIG.	[5.15], p.7		
43.	AIG	<a href="#">Sub – 14/04/16</a>	14.7	28.7	<b>Special rates not cumulative</b> Does not accept that special rates are confined to overtime. Submits clause 14.7 should be substituted with the current clause 28.7	[241]–[242], pg. 53		A
	BusSA	<a href="#">Reply sub – 06/05/16</a>			Agrees with AIG.	[3.16], p.7		
	ABI	<a href="#">Reply sub – 06/05/16</a>			Agrees with AIG	[5.16], p.6		
44.	ASU	<a href="#">Sub-02/03/15</a>	15.2	29.2	<b>Definition of shiftworkers</b> Propose deleting current clause and inserting new clause.	[12], p.4		S
	ABI	<a href="#">Sub-06/09/16</a>			Oppose the ASU’s proposed change	[8], p.2		

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	Reference	NOTES	Status
	BusSA	<a href="#">Sub - 06/09/16</a>			Submits that ASU's proposal is a substantive variation. Oppose the ASU's proposed change.	[8], p.4		
	AIG	<a href="#">Sub - 12/09/16</a>			The variation sought by the ASU is opposed. Suggest a separate process be adopted in respect of substantive variations sought, including item 44.	[19], p.5		
	ASU	<a href="#">Sub - 08/09/16</a>			Submit that cl. 15.2 of ED replicates 29.2 in the MA. Notes that has an existing substantive claim to vary the clause as outlined in <a href="#">ASU Sub - 02/03/15</a>	[18], p.4		
	BusSA	<a href="#">Reply Sub - 27/09/16</a>			Continues to oppose <a href="#">ASU Subs 08/09/16</a> to replace 15.2 of the exposure draft with a new shiftworker clause. Agrees with <a href="#">AIG Subs 12/09/16</a> that this issue be dealt with outside the "technical and drafting" issues of this award.	[4], p.3		
	ABI	<a href="#">Reply Sub - 27/09/16</a>			Oppose the change sought by the ASU and note that this will be pursued as a substantive claim.	[8], p.2		
45.	FWO	<a href="#">Sub-02/03/15</a>	15.3	29.3	<b>Annual leave loading</b> FWO has received enquiries about applicable loading payable on annual leave. In determining	[11], p.4		A

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					which rate to apply, may not be clear whether the two entitlements are to be compared on daily basis with each day of annual leave assessed separately, or as a whole over entire period of leave.			
	ABI	<a href="#">Sub-06/09/16</a>			Do not intend to make submissions because do not consider that there is any ambiguity re the application of the clause.	[9], p.2		
	BusSA	<a href="#">Sub - 06/09/16</a>			Do not intend to make any submissions regards this item.	[9], p.5		
	AIG	<a href="#">Sub - 12/09/16</a>			No amendment is required as no indication in the clause that assessment is carried out on separate daily basis. Notes that the provision is similar to that contained in many awards. Any change should give careful consideration of history of the provision.	[19], p.5		
	ASU	<a href="#">Sub - 08/09/16</a>			Do not oppose the ED wording. Not aware of any issues in relation to this in MA.	[19], p.4		
	BusSA	<a href="#">Reply Sub - 27/09/16</a>			While they acknowledge FWO's submission re this item, they agree with <a href="#">ASU Subs 08/09/16</a>	[6], p.3		

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					and <a href="#">ABI Subs 06/09/16</a> that there is no ambiguity in the operation of this clause. They support <a href="#">AIG Subs 12/09/16</a> regarding this item's history.			
	AIG	<a href="#">Reply Sub - 27/09/16</a>			Agree with <a href="#">ASU Subs 08/09/16</a> that no amendment to 15.3 is required. Refer to <a href="#">AIG Subs 12/09/16</a> .	[15], p.3		
	ABI	<a href="#">Reply Sub - 27/09/16</a>			Support the other parties' view that no amendment is required and do not propose to make further submissions.	[9], p.2		
46.	ASU	<a href="#">Sub-02/03/15</a>	15.3(b)	29.3(b)	<b>Annual leave loading – termination</b> Proposes new clause in relation to annual leave loading on termination. Award currently silent.	[15], p.4	Being dealt with by Annual leave Full Bench in <a href="#">AM2014/47</a>	C
47.	ASU	<a href="#">Sub-02/03/15</a>	16.2	30.2	<b>Personal/Carer's Leave and Compassionate Leave</b> Proposes inserting new clause in relation to 'evidence supporting claim'.	[13], p.4		S
48.	ABI	<a href="#">Sub – 15/04/16</a>	Sch. G	3	<b>Minimum hourly rate</b> Proposes insertion of definition of 'minimum hourly rate' into	[5.1], pg.8		A

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					Sch G. Notes clauses 6.3(b)(i) and 13 refer to minimum hourly rate but term is not defined in ED.			
	BusSA	<a href="#">Reply sub – 06/05/16</a>			Agrees with ABI proposal.	[3.1], p.7		
	AIG	<a href="#">Reply sub – 05/05/16</a>			Does not oppose inclusion of definition proposed by ABI but does not consider it necessary.	[75], p.18		
49.	AIG, AFEI, ABI and BusSA	<a href="#">Coro–24/05/16</a>	13.4(c)	27.3(e)	Clause expressed to apply to shiftworkers, but appears in clause that is headed “(other than shiftworkers)”.	p.2	<p>Interested parties agree that change required, but no agreement on remedy. Proposed new wording for clause heading. Proposed wording for new clause.</p> <p>AIG suggest 13.4(c) be deleted and new clause 14.5(c) be inserted. Provided wording ([17], p.4) <a href="#">Reply Sub - 27/09/16</a></p>	O
	ABI	<a href="#">Sub-06/09/16</a>		Heading for cl 13 of the ED should be amended because it incorrectly states that the clause applies to employees “other than shiftworkers”. Cl 13.4(c) sets out a shiftworker’s entitlement to a rest period after working overtime.	[10]. p.2			
	BusSA	<a href="#">Sub - 06/09/16</a>		Cl 13 of ED still incorrectly titled. Supports correspondence dated <a href="#">26/05/16</a> . Inconsistency should be amended.	[10], p.5			
	AIG	<a href="#">Sub - 12/09/16</a>		Inclusion of 13.4(c) is anomalous and should be	[24], p.5			

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					addressed. Deletion of the words “other than shiftworkers” from heading is inappropriate as it would have the effect of expanding the application of other provisions under cl. 13 to shiftworkers where they do not currently apply. Suggest 13.4(c) be deleted and a new clause 14.5(c) be inserted.			
	ASU	<a href="#">Sub - 08/09/16</a>			This is an entitlement that applies to shiftworkers. For the purposes of clarity it should be made clear that cl. 13 of the ED has application to shiftworkers.	[20], p.4		
	BusSA	<a href="#">Reply Sub - 27/09/16</a>			Agrees with the submissions of other interested parties – the title of this clause should be amended.			
	AIG	<a href="#">Reply Sub - 27/09/16</a>			The <a href="#">ASU Subs 08/09/16</a> proposal to delete “other than shiftworkers” is an inappropriate remedy and would have the effect of expanding the application of other provisions under 13 to shiftworkers.	[16]-[17], p.4		
	ABI	<a href="#">Reply Sub - 27/09/16</a>			Neither support nor oppose AIG submission re deletion of 13.4(c)	[10], p.2		



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					and insertion of new 14.5(c) at this stage.			
50	AIG	<a href="#">Sub - 12/09/16</a>	14.4, 14.7, 15.3(b)(ii)		Inconsistent terminology is used in the ED that will lead to interpretation difficulties if not addressed. Same problems exist in most EDs.	[28], p.6	Provides breakdown of inconsistencies at [28], p.6 of <a href="#">Sub - 12/09/16</a>	O

#### List of abbreviations (in alphabetical order)

ABI	Australian Business Industrial and the NSW Business Chamber Ltd
AFEI	Australian Federation of Employers and Industry
AIG	Australian Industry Group
ASU	Australian Municipal, Administrative, Clerical and Services Union
BusSA	Business SA
CCSA	Community Connections Solutions Australia
FWO	Fair Work Ombudsman
RK & Ors	K&L Gates; Russell Kennedy, Norton Rose Fullbright, Arnold Bloch Leibler, Hall & Wilcox, Clayton Utz, Thomson Geer, Corrs Chambers Westgarth, Maddocks, DLA Piper, Allen & Overy, Piper Alderman, Dibbs Barker, Ashurst, Herbert Smith Freehills, Minter Ellison, Allens, Gilbert & Tobin, Landers & Rogers, King & Wood Mallesons, Davies Collison Cave, and Gadens