SUMMARY OF SUBMISSIONS – TECHNICAL AND DRAFTING

This table is a summary of submissions on technical and drafting issues lodged for this award. The summary has been revised to include feedback from Correspondence from the Fair Work Commission dated 8 September 2017.

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
1	AIG ABI &	Sub-18/01/17 Sub-18/01/17	1.2	Title and commencement Clause should read: This modern award commenced operation on 1 January 2010. The award has been varied since that date. 'as varied' should be deleted from sentence	Para 55 Para 2.2	RESOLVED This issue was determined by the Award Stage–Group 3 Full Bench [2017] FWCFB 3433 at
2	NSWBC AFEI	<u>Sub-18/01/17</u>	2.1	Definitions - communications The word 'or' should be deleted at the end of point (e) and inserted at the end of point (d). The sentence at (f) should stand alone.	Para 40	[328]. ED updated. WITHDRAWN – see Report to the Full Bench, 4 September 2017
3	AIG AIG	ReplySub- 22/02/17 Sub-18/01/17	2.2	Agree with AFEI's submission. Engineering stream—Experienced Engineer Definition in current award cl.3.2 should be retained.	Para 118 Paras 254-257	RESOLVED – agreed per AIG proposal – see Report to the Full Bench, 4 September 2017
4	APESMA AIG	ReplySub- 22/02/17 Sub-18/01/17	2.2	Supports AIG's proposal. Engineering stream—Graduate Engineer Word 'testamur' should not be replaced with 'certificate'.	Para 4 Paras 258-260	RESOLVED – agreed per AIG proposal – see Report to the Full Bench, 4 September 2017

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	APESMA	ReplySub- 22/02/17		Supports AIG's proposal.	Para 5	
5	AIG	Sub-18/01/17	2.2	Professional Engineering Duties Current clause should remain.	Paras 261-262	RESOLVED – agreed per AIG proposal – see Report to the
	BusSA	ReplySub- 22/02/17		Agrees with AIG's submission.	Para 5.1	Full Bench, 4 September 2017
6	ABI & NSWBC	Sub-18/01/17	2.2	Professional engineering duties Full-stop missing from the end of sentence.	Para 10.1	RESOLVED – agreed per ABI/NSWBC proposal – see
	AIG	ReplySub- 22/02/17		Agree with ABI & NSWBC's submission.	Para 119	Report to the Full Bench, 4 September 2017
	BusSA	ReplySub- 22/02/17		Agrees with ABI & NSWBC's submission.	Para 5.2	
7	AIG	<u>Sub-18/01/17</u>	2.3	Information technology and telecommunications services stream— Experienced information technology employee Retain definition in current award cl. 3.3.	Paras 263-264	RESOLVED – agreed per AIG proposal – see Report to the Full Bench, 4 September 2017
	APESMA	ReplySub- 22/02/17		Supports AIG's proposal.	Para 6	
8	AIG	Sub-18/01/17	2.3	Information technology and telecommunications services stream— Telecommunications service Final sentence of definition of 'telecommunications service' be replaced with 'carrying includes transmitting, switching or receiving.'	Paras 265-268	RESOLVED – agreed per AIG proposal – see Report to the Full Bench, 4 September 2017
	APESMA	ReplySub- 22/02/17		Supports AIG's proposal.	Para 7	

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	BusSA	ReplySub- 22/02/17		Agrees with AIG's submission.	Para 5.3	
9	AIG	Sub-18/01/17	2.4	Scientist stream—Experienced scientist Clause should be amended as follows: 'possessing the following qualifications and' to be inserted after 'professional scientist' and just before 'engaged in employment'.	Paras 269-270	RESOLVED – agreed between parties to restore existing wording – see Report to the Full Bench, 4 September 2017
	APESMA	ReplySub- 22/02/17		Submits it would be appropriate to restore the current award preamble. Retain existing award definition for 'experienced scientist'.	Para 8	
10	APESMA	Sub-21/12/16	2.4	Definitions—Scientist stream The professional scientific bodies referenced in the Academic schedule and Experienced scientist sections have altered the title of their grades of membership. Award should reflect this. Provided proposed amendments.	Para 8	RESOLVED – agreed per APESMA and ABI/NSWBC proposals – see Report to the Full Bench, 4 September 2017
	AIG	ReplySub- 22/02/17		Could be significant cost implications as a result of APESMA's submission. If issue not agreed, should be dealt with as a substantive claim.	Paras 120-122	
	APESMA	Sub19/01/17		Proposed drafting	Pages 1-2	
	AIG	<u>Transcript-</u> <u>190717</u>		Agrees subject to consideration of cl2.5(d).	PN902	
	AFEI	Transcript- 190717		Agreed, no suggested amendments. Considering position in relation to ABI amendment.	PN877	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	ABI	<u>Transcript-</u> <u>190717</u>		Suggests changing award membership grade for 'Experience scientist' to 'member'. Subject to one change, agrees with clause.	PN879-897	
	AIG	ReplySub- 2/08/17		Agreed subject to inclusion of ABI suggestion.	Page 1	
	ABI	ReplySub- 2/08/17		APESMA has notified employers that APESMA agreed with ABI submissions that relevant membership category in cl2.4(b)(iii) to 'member' and not 'associate member'	Page 1	
11	AIG	Sub-18/01/17	2.4(a)	Scientist stream—Experienced scientist Wording should be consistent with current award provision	Paras 271-273	RESOLVED – agreed per AIG proposal – see Report to the Full Bench, 4 September 2017
	BusSA	ReplySub- 22/02/17		Agrees with AIG's submission.	Para 5.4	1
12	AIG	Sub-18/01/17	2.5(a)(ii)	Quality auditing stream—educational requirements Wording should be consistent with current award provision.	Paras 274-276	RESOLVED – agreed per AIG proposal – see Report to the Full Bench, 4 September 2017
	APESMA	ReplySub- 22/02/17		AIG's concerns would be resolved by retaining current award provision.	Para 9	
13	AIG	Sub-18/01/17	4.1	Coverage Words 'industry and occupational award' should be deleted.	Paras 277-280	RESOLVED – agreed per AIG proposal outlined in correspondence of 30 May
	APESMA	ReplySub- 22/02/17		Does not agree with AIG's submission.	Para 10	2017 – see Report to the Full Bench, 4 September 2017
	BusSA	ReplySub-		Agrees with AIG's submission.	Para 5.5	

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		<u>22/02/17</u>				
	AFEI	ReplySub- 22/02/17		Agrees with AIG's submission.	Para 53	
	AIG	ReplySub-		The words "industry and occupational"	Page 1	
		<u>2/08/17</u>		should be retained, rather than being struck		
				out. See Ai Group's submission of 30 May		
				2017. Formatting issue and clauses 4.3		
				and 4.8 need to be renumbered.		
	ABI	ReplySub-		Agreed with AIG submission that 'industry	Page 1	
		<u>2/08/17</u>		and occupational' should be retained,		
				Formatting issue and clauses 4.3 and 4.8		
				need to be renumbered.		
14	ABI &	Sub-18/01/17	5	Effect of variations made by the FWC	Para 2.1	WITHDRAWN – see Report to
	NSW BC			Clause should be made a subclause of		the Full Bench, 4 September
				Clause 1—'Title and Commencement'.		2017
15	AFEI	<u>Sub-18/01/17</u>	7.2	Facilitative provisions for flexible	Para 41	RESOLVED – agreed per
				working practices		AFEI proposal – see Report to
				Reference should be made to cl.13.2.		the Full Bench, 4 September
	AIG	ReplySub-		Does not oppose AFEI's submission.	Para 126	2017
		<u>22/02/17</u>				

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
16	AIG	Sub-18/01/17	7.2	Facilitative provisions for flexible working practices Reference to cl.13.7 should be deleted.	Paras 281-283	RESOLVED – agreed to include reference to clause 13.7 – see Report to the Full
	APESMA	ReplySub- 22/02/17		Disagrees with AIG. 13.7 should be included.	Para 11(a)	Bench, 4 September 2017
	AFEI	ReplySub- 22/02/17		Agrees with AIG's submission.	Para 54	
	APESMA	Sub19/01/17		Reached agreement with AIG that cl 13.7 to be included.	PN942	
	ABI	ReplySub- 2/08/17		Not opposed.	Page 1	
17	AIG	Sub-18/01/17	7.2	Facilitative provisions for flexible working practices Reference to cl.17.5 should be deleted.	Paras 284-285	RESOLVED – agreed per AIG proposal – see Report to the Full Bench, 4 September 2017
	APESMA	ReplySub- 22/02/17		Disagrees with AIG. Clause falls within 'flexible provisions for flexible working practices'.	Para 11(b)	
	AFEI	ReplySub- 22/02/17		Agrees with AIG's submission.	Para 55	
18	AIG	Sub-18/01/17	7.2	Facilitative provisions for flexible working practices Reference to cl.17.6 should be deleted.	Paras 286-287	RESOLVED – agreed per AIG proposal – see Report to the Full Bench, 4 September 2017
	APESMA	ReplySub- 22/02/17		Disagrees with AIG. Clause falls within 'flexible provisions for flexible working practices'.	Para 11(b)	_
	AFEI	ReplySub- 22/02/17		Agrees with AIG's submission.	Para 55	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
19	BusSA	Sub-18/01/17	7.2	Facilitative provisions for flexible working practices Current cl.8.4 needs to be reproduced in ED.	Para 5.1	WITHDRAWN see Report to the Full Bench, 4 September 2017
	AIG	ReplySub- 22/02/17		Does not agree with BusSA.	Paras 123-125	
	APESMA	ReplySub- 22/02/17		Agrees with BusSA.	Para 20	
20	AIG	Sub-18/01/17	11.1(a)	Casual employment Insert 'prescribed in clause 14—Minimum wages' after 'classification'.	Paras 288-290	RESOLVED – agreed per AIG proposal – see Report to the Full Bench, 4 September 2017
	APESMA	ReplySub- 22/02/17		Agrees with AIG's proposal.	Para 12	
	BusSA	ReplySub- 22/02/17		Agrees with AIG's submission.	Para 5.6	
	AFEI	ReplySub- 22/02/17		Agrees with AIG's submission.	Para 56	
21	AIG	Sub-18/01/17	11.1(a)	Casual employment 'A casual employee is an employee engaged and paid as a casual employee' should be inserted as cl.11.1(a) and other clauses renumbered.	Paras 291-292	RESOLVED – agreed per APESMA proposal – see Report to the Full Bench, 4 September 2017
	APESMA	ReplySub- 22/02/17		Opposes AIG's proposal.	Para 13	
	AFEI	ReplySub- 22/02/17		Agrees with AIG's submission.	Para 56	
	APESMA	Sub19/01/17		Proposed wording. Agreed subject to full implementation of casual and part-time	Page 3	

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				decision.		
	AIG	transcript-		Agreed to APESMA wording	PN974	
		<u>190717</u>	_			
	AFEI	transcript-		Not opposed to what proposed to be	PN981	
		<u>190717</u>	4	inserted.		
	ABI	ReplySub-		Not opposed.	Page 1	
		<u>2/08/17</u>				
	AIG	ReplySub-		Agrees with the wording set out in the	Page 1	
		2/08/17		documents provided by APESMA		

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
22	APESMA	Sub-21/12/16	13	Ordinary hours of work In response to question raised by Commission ED does not specify a maximum number of weeks in a cycle. May impact on application of award. Requires clarification and should be a substantive issue.	Para 3	RESOLVED – agreed per APESMA proposal – see Report to the Full Bench, 4 September 2017
	BusSA	Sub-18/01/17		No 'cycle' specified in award. Appropriate to average ordinary hours of work over a 12 month period.	Para 5.2	
	AFEI	Subs-18/01/17		Current award does not specify a maximum number of weeks over which 38 hours may be averaged. If specified, would be substantive change.	Para 44	
	ABI&NS WBC	Sub-18/01/17	-	Does not consider it necessary or appropriate to impose an arbitrary cap.	Para 10.2	
	AIG	ReplySub- 22/02/17		Agrees with submissions of AFEI, ABI & NSWBC. Opposes BusSA's and APESMA's submissions.	Paras 127-129	
	APESMA	ReplySub- 22/02/17	_	Supports insertion of 'time to time' after 'from'.	Para 14	
	APESMA	ReplySub- 22/02/17		Proposes 'of 152 hours in 28 days' be added after 'average'.	Para 22	
	APESMA	submission, 200717	1	Proposed wording.	Page 3	
	AIG	<u>transcript-</u> 190717	1	Agreed to APESMA wording.	PN986	
	AFEI	Sub-20/07/17	1	Agreed to wording to be included at end of		1

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				13.2 of ED.		
	ABI	ReplySub- 2/08/17		Not opposed.	Page 1	
	AIG	ReplySub- 2/08/17		Agrees with the wording set out in the documents provided by APESMA	Page 1	
	AIG	Sub-17/09/17		Submits wording agreed between the parties should not be disturbed	Page 1	
	ABI & NSWBC	Sub-20/09/17		Support wording agreed between the parties. If changes were to be made to the award in relation to this matter as proposed by the FWC, it would need to be dealt with as substantive claim	Page 1	
	APESMA	Sub-20/09/17		Submits wording agreed between the parties should not be disturbed. Issue of TOIL and Overtime is in the view of the Association is best considered along with the other substantive matters.	Page 1	
	AFEI	Sub-20/09/17		Agree with positions stated by AIG and ABI & NSWBC	Page 1	
23	AIG	Sub-18/01/17	13.5	Ordinary hours of work. Words 'time to time' should be inserted after 'from', as per the current cl.18.3.	Para 293	RESOLVED – agreed per AIG proposal – see Report to the Full Bench, 4 September 2017.
	BusSA	ReplySub- 22/02/17		Agrees with AIG's submission.	Para 5.7	
24	APESMA	Sub-21/12/16	14.1	Minimum wages Appears to be a 'rounding up' issue with Level 3 (Professional/senior (lead) quality auditor) rate. Should be \$30.42.	Para 5	WITHDRAWN – see Report to the Full Bench, 4 September 2017

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	BusSA	ReplySub- 22/02/17		Disagrees with APESMA's submission. Rates in ED are correct.	Para 5.9	
25	AIG	Sub-18/01/17	14.1	Minimum wages Words 'full-time employee' should be inserted under 'Annual wages' in table.	Paras 294-296	RESOLVED – agreed per AIG proposal – see Report to the Full Bench, 4 September 2017
	BusSA	ReplySub- 22/02/17		Agrees with AIG's submission.	Para 5.8	
26	AIG	Sub-18/01/17	14.1	Minimum wages Final column in table should be deleted.	Paras 297-299	RESOLVED – agreed per AIG and APESMA proposals – see
	APESMA	ReplySub- 22/02/17		Actual rates for casual employees should be prescribed in the award.	Para 16	Report to the Full Bench, 4 September 2017
	AIG	ReplySub- 2/08/17		Schedule should include a footnote highlighting that the rates of pay in Schedule B include the casual loading set out in clause 11.1(b).	Page 1	
	ABI	ReplySub- 2/08/17		Not opposed to AIG proposal of footnote.	Page 2	
27	APESMA	Sub-21/12/16	14.2	Minimum wages – calculation There is an argument that past custom and practice used 365/7(52.14). Propose the issue be further considered.	Para 6	WITHDRAWN – see Report to the Full Bench, 4 September 2017
	BusSA	Sub-18/01/17	1	Correct calculation method is: Hourly rate = (annual wage x 6/313)/38.	Para 5.3	
	AFEI	ReplySub- 22/02/17		Does not support APESMA's submission.	Para 58	

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28	AIG	Sub-18/01/17	15.3	Vehicle allowance Wording in current cl.16.2 should be retained.	Paras 300-303	RESOLVED – agreed per APESMA proposal – see Report to the Full Bench, 4
	BusSA	Sub-18/01/17		Agrees with AIG.	Para 5.4	September 2017
	APESMA	ReplySub-22/02/17		Supports ED drafting.	Para 17	
	AFEI	ReplySub-22/02/17		Supports submissions of AIG and BusSA.	Para 59	
	APESMA	Sub-19/01/17		Proposed drafting.		
	AIG	Transcript-190717		APESMA drafting agreed.	PN1032	
	AFEI	Transcript-190717		Agrees with APESMA proposed drafting.	PN1041	
	ABI	ReplySub-2/08/17		Not opposed.	Page 1	
	AIG	ReplySub-2/08/17		Agrees with the wording set out in the documents provided by APESMA	Page 1	
29	APESMA	Sub-21/12/16	17.2	Annual leave In response to question raised by the Commission The key variable is not whether annual leave is progressively accrued or accrues on 12 months' completion of service. Application of this clause needs to relate to when annual leave is taken and the loading cap which would apply at that time.	Para 7	RESOLVED – parties do not propose any variation – see Report to the Full Bench, 4 September 2017
	AIG	Sub-18/01/17		Employee will not be entitled to be paid a separate annual leave loading if the total 'amount' that they are paid for the relevant period of annual leave is greater than 'the ABS average weekly earnings for all males (Australia) for the preceding September	Parsa 304-306	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				quarter of the year. Clause should be retained		
	BusSA	Sub-18/01/17		Cap on annual leave applies on the date when annual leave is taken, rather than when annual leave is accrued.	Para 5.5	
	APESMA	ReplySub- 22/02/17		Supports ED drafting of clause.	Para 18	
	AIG	Sub-17/09/17		Submits wording agreed between the parties should not be disturbed	Page 1	
	ABI & NSWBC	Sub-20/09/17		Support wording agreed between the parties. If changes were to be made to the award in relation to this matter as proposed by the FWC, it would need to be dealt with as substantive claim	Page 1	
	AFEI	Sub-20/09/17		Agree with positions stated by AIG and ABI & NSWBC	Page 1	
30	AIG	Sub-18/01/17	17.2(a)	Annual leave Words 'the year' should be inserted after 'preceding'	Para 307	RESOLVED – agreed per AIG proposal – see Report to the Full Bench, 4 September 2017
	AIG	Sub-17/09/17		Submits wording agreed between the parties should not be disturbed	Page 1	
	ABI & NSWBC	Sub-20/09/17		Support wording agreed between the parties. If changes were to be made to the award in relation to this matter as proposed by the FWC, it would need to be dealt with as substantive claim	Page 1	
	APESMA	Sub-20/09/17		The words "year preceding the year in which the date of the accrual of the annual	Page 1	

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				leave falls" has been interpreted to be a reference to the year prior to the full accrual of the annual leave entitlement. It would be appropriate to amend the current provision so that the entitlement must not exceed the ABS earnings etc "for the September quarter of the year preceding the year of the anniversary date in which the full annual leave entitlement has accrued".		
	AFEI	Sub-20/09/17		Agree with positions stated by AIG and ABI & NSWBC	Page 1	
31	AFEI	<u>Sub-18/01/17</u>	17.4	Annual close-down ED drafting has changed the effect. Words 'in that enterprise, section or sections' should be inserted to the end of clause. Otherwise current wording should remain.	Paras 42-43	RESOLVED – agreed per APESMA drafting – see Report to the Full Bench, 4 September 2017
	BusSA	ReplySub- 22/02/17		Agrees with AFEI's submission.	Para 5.10	
	APESMA	Sub-19/01/17		APESMA proposed drafting.	Page 3	
	AIG	Transcript- 190717		Agrees with APESMA drafting.	PN1061	
	AFEI	Transcript-		Agreed.	PN1063	
	ABI	ReplySub- 2/08/17		Not opposed.	Page 1	
	AIG	ReplySub-	1	Agrees with the wording set out in the	Page 1	

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		<u>2/08/17</u>		documents provided by <u>APESMA</u>		
32	AIG	<u>Sub-18/01/17</u>	17.4	Annual close-down ED drafting is a substantive change. Submits 'may' should be inserted before 'also'.	Para 315-316	RESOLVED – agreed per APESMA drafting – see Report to the Full Bench, 4 September 2017
	APESMA	ReplySub- 22/02/17		AIG's concerns are addressed by the redrafted clause.	Para 19	
33	AIG	Sub-18/01/17	17.4(a)	Annual close-down Redrafting of clause unnecessary.	Para 308	RESOLVED – agreed per APESMA drafting – see
	APESMA	Sub-19/01/17		APESMA proposed drafting.	Page 3	Report to the Full Bench, 4 September 2017
	AIG	Transcript- 190717		Agrees with APESMA drafting.	PN1061	
	AFEI	Transcript- 190717		Agreed.	PN1063	
	ABI	ReplySub- 2/08/17		Not opposed.	Page 1	
34	AIG	Sub-18/01/17	17.4(a)	Annual close-down 'a section or more of the enterprise' in the first line should be replaced with 'the enterprise, or a section or sections thereof'.	Para 309	RESOLVED – agreed per APESMA drafting – see Report to the Full Bench, 4 September 2017
	BusSA	ReplySub- 22/02/17		Agrees with AIG's submission.	Para 5.11	
	AFEI	ReplySub- 22/02/17		Supports AIG's submission.	Para 60	
	APESMA	Sub-19/01/17		APESMA proposed drafting.	Page 3	
	AIG	Transcript-	7	Agrees with APESMA drafting.	PN1061	

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		<u>190717</u>				
	AFEI	Transcript- 190717		Agreed.	PN1063	
	ABI	ReplySub- 2/08/17		Not opposed.	Page 1	
35	AIG	Sub-18/01/17	17.4(a)	Annual close-down Clause be replaced with 'An employer may close down the enterprise, or a section or sections thereof for the purpose of allowing annual leave to all or the majority of employees in the enterprise, section or sections concerned'.	Paras 310-312	RESOLVED – agreed per APESMA drafting – see Report to the Full Bench, 4 September 2017.
	BusSA	ReplySub- 22/02/17		Agrees with AIG's submission.	Para 5.11	
	AFEI	ReplySub- 22/02/17		Supports AIG's submission.	Para 60	
	APESMA	Sub-19/01/17		APESMA proposed drafting.	Page 3	
	AIG	Transcript-		Agrees with APESMA drafting.	PN1061	
	AFEI	Transcript-		Agreed.	PN1063	
	ABI	ReplySub- 2/08/17		Not opposed.	Page 1	

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36	APESMA	<u>Sub-21/12/16</u>	Sched A	Classification Structure and Definitions Historically the entry rate for Professional Engineer (4-year degree) or Professional Scientist (4 or 5-year degree) was higher than the rate of the Professional Scientist (3-year degree). Submit the entry rate of a 4 or 5-year degree should be Pay Point 1.2.	Para 8	WITHDRAWN – see Report to the Full Bench, 4 September 2017
	AFEI	ReplySub- 22/02/17		Does not support APESMA's proposal.	Para 61	
37	AFEI	Subs-18/01/17	Sched A.1.2(a)	Graduate professional – appointment and progression In response to question raised by the Commission Does not oppose the inserting reference to a five year degree.	Para 45	RESOLVED – agreed per AFEI's response – see <u>Report</u> to the <u>Full Bench</u> , 4 September 2017
	AIG	ReplySub- 22/02/17		Does not agree with AFEI's proposal to amend clause. Alignment is consistent with current award.	Paras 133-136	

List of abbreviations (in alphabetical order)

ABI & NSWBC Australian Business Industry and New South Wales Business Chamber

AFEI Australian Federation of Employers and Industries

AIG Australian Industry Group

APESMA Association of Professional Engineers, Scientists and Managers, Australia

BusSA Business South Australia

ED Exposure draft