



TRANSCRIPT OF PROCEEDINGS
Fair Work Act 2009

COMMISSIONER LEE

s.156 - 4 yearly review of modern awards

**Four yearly review of modern awards
(AM2014/251)
Aged Care Award 2010**

Sydney

2.05 PM, MONDAY, 6 FEBRUARY 2017

PN1

THE COMMISSIONER: Mr Klepper in Adelaide, can you hear us okay?

PN2

MR KLEPPER: I'm having some trouble hearing at the moment.

PN3

THE COMMISSIONER: Is that better?

PN4

MR KLEPPER: That's much better, thank you.

PN5

THE COMMISSIONER: We just have to move the microphones around a little bit and we forget. Just remind us.

PN6

MR KLEPPER: Will do, thank you.

PN7

THE COMMISSIONER: For those who were here this morning, consistent with the approach that we took there, working off the draft report as amended for the suggestions that were made by the parties.

PN8

MR KLEPPER: I'm sorry, I'm having some trouble hearing at the moment.

PN9

THE COMMISSIONER: We're going to work through the draft report, that is the draft report that was circulated, and then amended with track changes to reflect the comments of the parties. I'm going to basically just move to the items that I've identified as still requiring discussing, and we won't discuss the matters that would appear to be resolved. If at any time any party says, "Hang on, I don't think that that item was resolved", then yell out, otherwise, I'll just keep on proceedings.

PN10

So the first item appears to me on the list that needs discussion is item 9, general agreement, there's no need to amend the exposure draft, is what was recorded there, but AWU were to advise if they were to seek to press their claim. Again, consistent with what is happening, the approach that we adopted this morning, I'll be writing to the AWU. I understood from the HSU that it's unlikely that the AWU want to be involved or want to press their claims, but I just want to finalise that and provide them with that opportunity. So there's no more to say on item 9 other than the Commission will write to the AWU.

PN11

Item 12 is in the same basket. Item 13 is in the same basket, as is item 16. Now, item 21 I marked. The HSU doesn't agree with AiG's interpretation. We agreed to reconsider after group 3, Full Bench determination's consider that that provides guidance. That remains the case? Yes. No change in your view on that, Ms Svendsen?

PN12

MS SVENDSEN: No.

PN13

THE COMMISSIONER: No. Then item 23, you'll note that there's been track changes to my initial draft and note HSU seek further change in their correspondence dated 12 January.

PN14

MS SVENDSEN: It's just that when you read it, it kind of would seem to be missing some words, but they're just suggested words, I'm not trying to change - -
-

PN15

MR KLEPPER: My apologies, I'm having trouble hearing the current speaker.

PN16

MS SVENDSEN: My apologies. It wasn't that I was - they're just suggested words. It was just that it seemed like it was missing a start to the sentence, really.

PN17

THE COMMISSIONER: Yes. I'll just turn up your correspondence.

PN18

MS SVENDSEN: So I think what we agreed was it would say "It must be" - no, what is it?

PN19

THE COMMISSIONER: It seems to make sense. "Where a sleepover is rostered" - comma - "it must be rostered."

PN20

MS SVENDSEN: Yes. It actually didn't say that when I first read it, because I've then rewritten it, but "Where a sleepover is rostered, it must be rostered". I can't remember now. I'm now confused, looking at my note.

PN21

MR ROBSON: Wasn't it, "When a sleepover is rostered, it must" and then down to (a) "Commence immediately at the conclusion of the employee's shift and continue for that shift and/or immediately prior to the employee's shift and continuous for that shift", so the change to the ED would be the words, delete, "a sleepover must be rostered", replace with, "a sleepover is rostered" semicolon, and then delete the word "to" at the start to 15.5(a), insert "and slash" at the end of that sentence, and those would be the changes?

PN22

MR LIGGINS: So how would it read, Michael?

PN23

MR ROBSON: "Where a sleepover is rostered", colon, and then down to the - - -

PN24

THE COMMISSIONER: "Where a sleepover is rostered", delete "must be", is that right?

PN25

MR ROBSON: Yes. With a semicolon, then (a), delete "To" at the beginning of that sentence - - -

PN26

MR LIGGINS: No, you still have to have it, "Where a sleepover is rostered" - - -

PN27

MR ROBSON: Sorry, that's right. "Where a sleepover is rostered, it must", colon, "commence immediately at the conclusion of the employee's shift and continuous with that shift and/or immediately prior to the employee's shift and continuous with that shift."

PN28

THE COMMISSIONER: Yes, okay - - -

PN29

MR LIGGINS: "For him to be rostered" - - -

PN30

MR ROBSON: Rendered unnecessary.

PN31

MS SVENDSEN: By "Where it is rostered", "Where a sleepover is rostered". Must. "Must", colon, "commence".

PN32

MR LIGGINS: Yes. So what have we got with (b)?

PN33

MS SVENDSEN: No change, (b) immediately - - -

PN34

MR LIGGINS: No, you've got to change something there.

PN35

MR ROBSON: "Must commence immediately prior to the employee's shift."

PN36

MS SVENDSEN: Does it need "commence" in there? It might - - -

PN37

MR LIGGINS: In fact, "Must commence" take out "commence" and then "immediately". So, "Where a sleepover is rostered, it must commence" and then (a) starts at "Immediately" and (b) starts at "Immediately." You could put "immediately" in the first part as well, so it's an existing part.

PN38

MR ROBSON: Yes, that's much better.

PN39

THE COMMISSIONER: I don't know why, but I don't want to put "Immediately" in the start.

PN40

MS SVENDSEN: No.

PN41

THE COMMISSIONER: So it's now, "Where a sleepover is rostered", comma, "it must commence", full colon, "immediately at the conclusion of the employee's shift and continuous with that shift and/or (b) immediately prior to the employee's shift and continuous with that shift."

PN42

MS SVENDSEN: Yes.

PN43

THE COMMISSIONER: Everyone's okay with that?

PN44

MS SVENDSEN: Yes.

PN45

MR LIGGINS: Yes.

PN46

THE COMMISSIONER: So, 23 - okay. I think similarly the next item that requires further discussion was item 28, for the same reason. Ms Svendsen, we had:

PN47

Agreed as per HSU proposal and to include the addition of "full-time employee" after "minimum weekly rate" at clause 17.1. HSU comments in their correspondence dated 12 January - - -

PN48

MS SVENDSEN: 28?

PN49

THE COMMISSIONER: Item 28, yes. You said for clarity the preamble should read - have you got that?

PN50

MS SVENDSEN: Yes. There was a discussion about employer must pay full-time adult employees. That's correct?

PN51

THE COMMISSIONER: Yes.

PN52

MS SVENDSEN: That might have occurred because I was looking at the new exposure draft and deciding that it wasn't included, and looking at the draft report

and I forgot to go back and remove it, because I was certainly having that difficulty before I had a conversation with Ruchi. Well, actually I had just started to realise that in fact I was looking at - a new exposure draft came out with changes that referred to our 6 December hearing, but not our 16 December conference.

PN53

THE COMMISSIONER: Conference.

PN54

MS SVENDSEN: The draft report had the changes we agreed in it and I'm going, "This doesn't have it in the ED", so that's probably what that change is about.

PN55

THE COMMISSIONER: What's going on.

PN56

MS SVENDSEN: Yes.

PN57

THE COMMISSIONER: All right.

PN58

MS SVENDSEN: I think I have forgotten to go back and remove that from my notes.

PN59

THE COMMISSIONER: All right. Okay. The status of that is when I put the next draft agreement, I'll just delete the track changes. That has been resolved. If you change your mind about that, let us know when you comment on the draft.

PN60

MS SVENDSEN: No, I think that's exactly what we agreed to. I don't have a problem with that.

PN61

THE COMMISSIONER: Yes, okay. All right. Next item, item 35:

PN62

AiG et al are concerned the word "denote" will have the effect of expanding the entitlement to leading hand allowance ... parties agree that this is not the intention, more work is required.

PN63

How have we gone with our further work?

PN64

MS BHATT: Commissioner, for those of us that were here in the intervening period since the conference this morning, we have had an opportunity to discuss a few of these issues.

PN65

MR KLEPPER: Sorry, Ruchi, I can't hear you.

PN66

MS BHATT: I'm so sorry. There have been some discussions between some interested parties regarding this issue and there is a degree of consensus between the HSU, United Voice, Ai Group and the aged care employers that the words "include" in the exposure draft could be replaced with the word - - -

PN67

MS SVENDSEN: "Indicate".

PN68

MS BHATT: - - - "indicate" and that will resolve the concern raised by Ai Group, but I'm mindful that not all organisations were party to those discussions.

PN69

THE COMMISSIONER: Yes. Replace "include" with "indicate". What clause is it?

PN70

MS BHATT: Clause 18.2(b)(i) in the exposure draft.

PN71

THE COMMISSIONER: So it would read, 18.2(b)(i), "A leading hand is an employee whose classification does not indicate supervisory responsibility", et cetera.

PN72

MS BHATT: Yes.

PN73

THE COMMISSIONER: Can I just understand what the basis of that is.

PN74

MS BHATT: Yes. The current award uses the word "denote". We think that means something different to the word "include" that is now used in the exposure draft. The concern is that "include" may be read such that the classification in the award must expressly include supervisory responsibilities as compared to the classification description, suggesting or indicating that it includes supervisory responsibilities.

PN75

I think at the last conference we indicated at least one such classification that could give rise to the issue. There was some hesitation with retaining the word "denote" and I can understand why the Commission might have decided - or the team that has done this redrafting might have decided to remove that word. We think that "indicate" gets us there. It's certainly an improvement on the word "include" from our perspective.

PN76

THE COMMISSIONER: Okay.

PN77

MR ROBSON: From at least two dictionaries it is a direct synonym.

PN78

THE COMMISSIONER: Yes.

PN79

MR ROBSON: So the least amount of change is - - -

PN80

THE COMMISSIONER: Direct synonym with "include"?

PN81

MR ROBSON: "Denote".

PN82

MS BHATT: "Denote".

PN83

MR ROBSON: "Include" doesn't get a look in.

PN84

THE COMMISSIONER: All right. Anything you want to say about that, Mr Klepper?

PN85

MR KLEPPER: No, no objections here. I'm happy. Was the final word "indicate"?

PN86

THE COMMISSIONER: Yes.

PN87

MR KLEPPER: Yes, we're happy with that one. Thank you.

PN88

THE COMMISSIONER: Okay. Item 42, the old favourite, the laundry allowance.

PN89

MS SVENDSEN: However, we might have figured that one out, too.

PN90

THE COMMISSIONER: Ms Svendsen, have I missed something?

PN91

MS SVENDSEN: No, I think we just might have figured that one out, too.

PN92

THE COMMISSIONER: Okay.

PN93

MS BHATT: The concern related to the interaction between the laundry allowance clause and the two preceding clauses, which we think can be resolved if the laundry allowance provision were amended so that it reads as follows, "Where the uniform is not laundered by - - -"

PN94

THE COMMISSIONER: Sorry, let me catch up. It is?

PN95

MS SVENDSEN: 18.3(a)(iv).

PN96

THE COMMISSIONER: Thank you, yes.

PN97

MS BHATT: "Where the uniform is not laundered by or at the expense of the employer under clause 18.3(a)(i) - - -"

PN98

MR KLEPPER: Apologies. I can't hear at the moment.

PN99

THE COMMISSIONER: Okay.

PN100

MS BHATT: I will just read that again, Mr Klepper. Clause 18.3(a)(iv) would read, "Where the uniform is not laundered by or at the expense of the employer under clause 18.3(a)(i), the employee will be paid the lesser of", and the rest of the clause remains as is.

PN101

MR KLEPPER: Thank you.

PN102

THE COMMISSIONER: Yes, it seems clear enough. It's probably a query in the way I've framed item 44. That was agreed, wasn't it? It's just the way I've written it -

PN103

subject to agreement with AiG proposal to substitute ED provision with clause 15.7(c).

PN104

That wasn't predicated on further agreement from you, was it?

PN105

MS BHATT: No.

PN106

THE COMMISSIONER: It's just the way I've written it, yes. Item 47, that's another - let's wait for the Group 3 determinations. I'm assuming there has been

no change to that view. Item 49 looks like it's finalised. The next, I think, is item 50 to 52. Is that right?

PN107

MS SVENDSEN: Yes, and I think I've got the wording for that one. Is that right? Between us.

PN108

THE COMMISSIONER: You launch, Ms Svendsen, with what you've got and we'll see if it draws fire.

PN109

MS SVENDSEN: I'm not sure now. I thought we had decided to change it the way we - - -

PN110

MR ROBSON: No, we want to - because within the SCHADS Award, we just went back to the original.

PN111

MS SVENDSEN: The meals during overtime?

PN112

MR ROBSON: No, we're talking about rest period, then we talked about meals afterwards.

PN113

MS SVENDSEN: Sorry, rest period was - yes, okay. So I've gone to the one - I can't remember where we're up to. This is getting all too confusing for me. I think I'll just have to go back on holidays.

PN114

MS BHATT: If I may, and then Ms Svendsen will correct me if I'm getting this wrong. Items 50, 51 and 52 all relate to clause 22.4. We had considerable discussion where we were endeavouring to find a way to maintain the structure of the clause in the exposure draft, whilst replacing some of the current wording because I think there's a view that there have been a few changes made, but ultimately, I think we reached the conclusion that the only apparent way to resolve the issues would be to replace the current clause 22.4 - sorry, replace clause 22.4 in the exposure draft with the current clause 25.1(d).

PN115

THE COMMISSIONER: Replace 22.4 in the exposure draft - - -

PN116

MS SVENDSEN: No. 22.4 in the exposure draft is the rest period after overtime, is it not? That's 25.1(c). 25.1(d) is recall to work overtime. That was the one calling up, yes.

PN117

MS BHATT: Thank you.

PN118

MS SVENDSEN: So it's 25.1(c), rest period after overtime, of the existing award into the ED 22.4.

PN119

THE COMMISSIONER: Yes, but I was just saying, replacing the clause 22.4 in the exposure draft, that's right.

PN120

MS SVENDSEN: With 25.1(c).

PN121

THE COMMISSIONER: And when we say 22.4, we're talking about (a) and (b)?

PN122

MS SVENDSEN: Yes.

PN123

MS BHATT: Yes.

PN124

MS SVENDSEN: With 25.1(c)(i) and (ii).

PN125

THE COMMISSIONER: Yes. Right. I'm just having a quick look at that. That applies to the Aged Care Award - - -

PN126

MS SVENDSEN: It's not necessarily - - -

PN127

MS PATTON: We took the same approach in the Social and Community Award as well, so - go and do that one.

PN128

THE COMMISSIONER: That resolves items 50, 51 and 52, does it?

PN129

MS SVENDSEN: Yes.

PN130

MS BHATT: Sorry, just subject to one caveat which Mr Liggins has helpfully just pointed out, the current clause 25.1(c)(ii) describes the rate payable as double time, which should, consistent with the approach taken in the exposure draft, say 200 per cent of the ordinary hourly rate.

PN131

MR LIGGINS: So, yes, subject to it saying it will be paid at the rate of - will be paid - the employee will be paid - - -

PN132

MS BHATT: 200 per cent of the ordinary hourly rate.

PN133

MR LIGGINS: - - - at 200 per cent of the ordinary hourly rate.

PN134

THE COMMISSIONER: How are you going there, Mr Klepper? Did you catch all of that?

PN135

MR KLEPPER: The proposal to replace the exposure draft, clause 22.4 with the current award's 25.1(c)?

PN136

THE COMMISSIONER: Yes.

PN137

MR KLEPPER: Yes. Agree with that, thank you.

PN138

THE COMMISSIONER: Thanks. Item 54?

PN139

MS SVENDSEN: This is the one I thought I was at, we were at. 22.6 to read, "(a) Will be entitled to a 20-minute break to have a meal."

PN140

THE COMMISSIONER: Clause 22.6, yes.

PN141

MS SVENDSEN: (a), yes.

PN142

THE COMMISSIONER: Yes. Can you start again? "An employee"?

PN143

MS SVENDSEN: Yes. So the end of that sentence, after "20 minutes" will now read, "Meal" would be deleted, so it would read, "A 20-minute break to have a meal." And the following sentence makes the same sort of change, to "An additional 20-minute break to have a meal after each subsequent four hours of overtime."

PN144

THE COMMISSIONER: Yes.

PN145

MS SVENDSEN: And then (d) would be replaced essentially with the wording from the current clause 25.1(e)(ii) so that it says, "The meals" referred to in clause 22.6(a) and (b) will be "provided" instead of "allowed", "provided to the employee free of charge." Then, "Where the facility is unable to provide such meals, a meal allowance as described in clause 18.3(b) will be paid to the employee concerned". No, we decided "concerned" didn't need to be there, that was superfluous, "to the employee." Full stop.

PN146

THE COMMISSIONER: So taking that from the top, so (a), 22.6(a), delete the word 'meal' and add the words 'to have a meal' at the end of the sentence. (b), delete the word 'meal' and so it will now read '20-minute break to have a meal after each subsequent four hours of overtime'. (d), we delete the existing (d), 22.6(d) in the exposure draft and insert in its place 'The meals referred to in clause 22.6(a) and (b) will be provided to the employee free of charge. Where the facility is unable to provide such meals' - - -

PN147

MS SVENDSEN: - - - 'a meal allowance as prescribed in clause 18.3(b)'.

PN148

THE COMMISSIONER: 18.3(b), yes.

PN149

MS SVENDSEN: 'will be paid to the employee'.

PN150

THE COMMISSIONER: Great. Item 56. I was presuming that that might be resolved in a similar manner to the – yes.

PN151

MS SVENDSEN: Yes.

PN152

THE COMMISSIONER: To the SACS Award. This is 23.2(a)(ii).

PN153

MR LIGGINS: Actually we thought it might go into 23.2(a) after 'as an employee who' and then put the new words in 'during the blah blah' from the SCHADS Award, those inserted award words.

PN154

MS SVENDSEN: I thought we were going to put it in after (a)(ii).

PN155

MR LIGGINS: So did I.

PN156

MS SVENDSEN: 'Works for more than four ordinary hours on two or more weekends during the year.'

PN157

MR LIGGINS: Isn't the period also, like the period that occurs – there's two triggers in Aged Care. There's only one in SCHADS. So it makes – I thought we agreed - - -

PN158

MR KLEPPER: My apologies, I'm having trouble hearing the current speaker.

PN159

MR LIGGINS: Sorry, I had taken down that we'd agreed to put it at 23.2(a). For the purpose of the NES, 'A shift worker is defined as an employee who, during the' - what's the words from SCHADS?

PN160

THE COMMISSIONER: Come back to that, and we can put the words in there.

PN161

MR LIGGINS: Put it there and then it applies to all of those circumstances, those triggers. Because there's two triggers here, or two circumstances.

PN162

MS SVENDSEN: Query is only about 23.2(a)(ii). I don't think it matters whether – I don't think that it makes any difference to 23.2(a)(i).

PN163

MR LIGGINS: Only in that we're talking still about the period, aren't we?

PN164

THE COMMISSIONER: Yes, arguably not, regular rostering outside ordinary hours.

PN165

MS SVENDSEN: This is about any period.

PN166

THE COMMISSIONER: Isn't really about any period.

PN167

MR LIGGINS: But even regularly rostered, you could be regularly rostered for a short period and then not. So, in the 12-month period, were you regularly rostered?

PN168

THE COMMISSIONER: That might be so, that's probably more substantive, might be something there, if that's an issue.

PN169

MR LIGGINS: We already put that before the Full Bench.

PN170

THE COMMISSIONER: Have you?

PN171

MR LIGGINS: In terms of trying to understand what that actually meant. We were knocked back in the first instance and knocked back on appeal, that that was clearly understood, apparently.

PN172

MS PATTON: Because regularly – and it was using a 12 month period to define what regularly would be. If it was a regular roster of a certain type and it was over a 12 month period.

PN173

MR LIGGINS: We were looking at a previous shift worker's case in New South Wales which determined how much, how often that would have to be, to be.

PN174

Sorry, we were looking at the shift worker's case from New South Wales, which determined that there had to be so many shifts, if you like, for it to be deemed to be regularly. You could have it regularly in a shorter period, and it didn't necessarily trigger it, when you looked it over the full 12 months.

PN175

MS SVENDSEN: It triggers it differently in different states, if we're looking at pre-existing decisions.

PN176

MR LIGGINS: I think perhaps we've got two issues here, one more substantive than the other. I don't think there's agreement and I'm not necessarily certain it's likely to get to agreement about the inclusion of the words for 23.2(a)(i) which is regularly rostered work. But I say we definitely do agree with the unions that 23.2(a)(ii), there we can insert the words.

PN177

THE COMMISSIONER: I guess just, you guys might want to have a caucus about it, but this came from a question about whether, from us, as to whether we should clarify the period for the 10 or more weekends. That's really what we're focussed on, so I think that's where it goes. If you want to run – if you want to have another shot at it, go for your life.

PN178

Item 56. It's agreed that in the exposure draft, 23.2(a)(ii) will now read 'Works for more than four ordinary hours on 10 or more weekends.' Then – has someone got those words to hand?

PN179

MS SVENDSEN: 'during the yearly period in respect of which their annual leave accrues'. I think I've got in here and I've written it down.

PN180

THE COMMISSIONER: Are we there yet? One to go. Item 59.

PN181

MS BHATT: Item 59 relates to schedule B. It's an issue that Ai Group raised regarding the tables, the table of hourly rates in the schedule. Put simply, how the second row of each table refers to essentially, the ordinary hourly rate, which would be the minimum hourly rate plus an all-purpose allowances. However, the schedule itself indicates that the rates that are set out in the schedule are in fact calculated by reference to the minimum hourly rate. It doesn't incorporate any all-purpose allowances.

PN182

There was agreement between some of the parties, but the reference to ordinary hourly rate there in the tables should be replaced with minimum hourly rate, and that would apply to B.2.1, B.2.2, B.3.1 and B.3.2. It wouldn't affect the apprentice rates.

PN183

THE COMMISSIONER: Right, okay. In respect of table B.2.1, it's simply a matter of deleting the word 'ordinary' in the heading of the table and replacing it with the word 'minimum'. So, it would read 'minimum hourly rate' and we'll do that for B.2.1, B.2.2 and B.3.1.

PN184

MR LIGGINS: Shouldn't it be B.2.3 as well?

PN185

THE COMMISSIONER: Possibly not. This is 2.3, is it?

PN186

MR LIGGINS: Leigh, have you got - - -

PN187

MS SVENDSEN: I do. 2.3?

PN188

MR LIGGINS: Yes.

PN189

MS SVENDSEN: Not the schedule?

PN190

MR LIGGINS: Schedule B, is there a B.2.3? There is in a copy that I've printed off.

PN191

MS SVENDSEN: Sorry, I've just gone – reiterate that again, sorry, resay it again.

PN192

MR LIGGINS: B.2.3.

PN193

MS SVENDSEN: 2.2 and 2.3.

PN194

THE COMMISSIONER: Are you looking at the exposure draft?

PN195

MS SVENDSEN: Yes, and that's got full time and part time shift workers ordinary and penalty rates. Then it has percentage of ordinary hourly rate. It's the ED, it's not the - - -

PN196

MR LIGGINS: It's 2.1, 2.2, 2.3, they're all there.

PN197

MS BHATT: Are the rates under 3.3 as well?

PN198

MS SVENDSEN: Should be - - -

PN199

MS BHATT: 3.3, casual. No, B.3.

PN200

MS SVENDSEN: Okay, sorry, yes.

PN201

MS BHATT: Are there any new rates that have been inserted there?

PN202

MS SVENDSEN: Yes, they are, because they're 125 per cent of the ordinary hourly rate. The minimum rate, rather. So, B.3.1 and B.3.2, no it's only 3.2 this time. Wait a minute, just let me – yes, no, casual – per day Saturday, Sunday and public holidays and then for casual, ordinary and penalty rates.

PN203

MS BHATT: Right.

PN204

MS SVENDSEN: There's actually at B.4, the apprentices' schedules have got percentage of apprentice hourly rate.

PN205

MR LIGGINS: But that's fine, they're not leading hand apprentices, and that's the only all-purpose allowance in the award.

PN206

MS SVENDSEN: Isn't it just the minimum.

PN207

MR LIGGINS: I don't disagree, but it's probably the same thing for an apprentice.

PN208

MS SVENDSEN: Will that be confusing to anyone? Like there's no rate in here – well yes, I suppose it shouldn't be given that it actually says the rates, but you know.

PN209

THE COMMISSIONER: If it ain't broke, don't fix that one.

PN210

MS SVENDSEN: If it ain't broke, don't fix it, you reckon. Okay, right I can handle that.

PN211

THE COMMISSIONER: Did you want to change it in the casual table as well?

PN212

MS SVENDSEN: Yes.

PN213

THE COMMISSIONER: In both of them.

PN214

MS SVENDSEN: Yes.

PN215

THE COMMISSIONER: So they're now – what are the numbers of casual tables?

PN216

MS SVENDSEN: B.3.1 and B.3.2.

PN217

MR LIGGINS: Yes.

PN218

THE COMMISSIONER: Is that it? Well, thank you for that. Very efficient. Thank you for your discussion during the break. Mr Klepper, anything you've missed, anything you wanted to raise?

PN219

MR KLEPPER: No further, thank you.

PN220

THE COMMISSIONER: Thank you. Similar to the process that I outlined this morning, I'll circulate another draft of the outcomes, which will be based on the existing draft of outcomes that went around the other day, but I'll track the changes that flowed out of today's discussion, provide you with an option for you to comment on that.

PN221

I won't send that out until I've heard back from the AWU who I will give till the end of the week to comment on both this award and the SACKS award, so you'll see something next week. Provide a week or so for you to comment on that and then we'll put around a finalised outcome which will find its way to the colleagues on the Full Bench and off we go.

PN222

Thank you very much for your participation in this matter and the earlier matter, those who were involved. It's been a pleasure working with you.

ADJOURNED INDEFINITELY

[2.50 PM]