

REVISED SUMMARY OF SUBMISSIONS – TECHNICAL AND DRAFTING

This table is a summary of submissions on technical and drafting issues lodged for this award on or before 5.00pm on 9 November 2016.

The summary has been revised to include feedback from the hearing on 6 December 2016 ([Transcript](#)).

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	SUMMARY OF ISSUE	THEIR REFERENCE (para or pg)	NOTES
1.	HSU	Sub-30Jun16		Allowances and Wages tables Proposes changes to formatting in tables. Each figure being identified as a percentage of a dollar figure. Example: Sleepover allowance rate is 5.20 per cent and quantum is 43.33. HSU proposes these read as 5.20% and \$43.33	Para 13-15	Agreed, see Transcript – 6/12/16 [PN575]
	AWU	Reply-21Jul16		Agrees with HSU proposal	Para 5.3	
	AIG	Reply-22Jul16		Do not oppose HSU proposal however seeks consistency with other EDs	Para 72	
2.	HSU	Sub-30Jun16	2	Definitions – ‘Aged care industry’ General rule should be if definition is referred to multiple times it should be located at clause 2, if it only appears once it should be located with the relevant clause only. ‘Aged care industry’ relates only to coverage, should be deleted from clause 2 and retained in clause 4.	Para 5-8	Agreed, see Transcript – 6/12/16 [PN575]
	BusSA	Reply-21Jul16		Agrees with HSU proposal	Para 1.3	
	AWU	Reply-21Jul16		Agrees with HSU proposal	Para 5.1	
	AIG	Reply-22Jul16		Does not oppose HSU proposal	Para 5	
3.	HSU	Sub-30Jun16	2, 18.2(a)	Definitions – ‘all-purposes allowance’ , despite HSU submission above, should remain in both clause 2 and 18.2(a)	Para 9	

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	AIG	Reply-22Jul16		Agree with HSU proposal, consistent with approach in other exposure drafts.	Para 6	
	UV	Sub-30Jun16		Delete term from clause 2, but keep in 18.2(a)	Para 17	
	ACE	Sub-30Jun16		Keep 'all purpose' allowance within 'Leading Hand Allowance' section and deleting from clause 2	Para 4	
	AWU	Reply-21Jul16		Agrees with HSU proposal. Prefers definition kept in clause 2 due to importance of term. Proposes a way to address repetition by re-drafting clause '18.2(a) All purpose allowances' and combining it with '18.2(b) leading hand allowance'. Wording provided. Disagrees with ACE proposal.	Paras 5.1, 12, 15	
	BusSA	Reply-21Jul16		Agrees with UV proposal	1.2	
4.	AIG	Sub-30Jun16	2	Definition – 'casual ordinary hourly rate' - term not used in ED and definition should be deleted	Para 75	Agreed, definition of 'casual ordinary hourly rate' should be deleted, see Transcript – 6/12/16 [PN575]
	HSU	Sub-30Jun16		Delete definition	Para 16	
	UV	Sub-30Jun16		Delete definition as does not appear elsewhere in ED and 'all purpose' defines ordinary hourly rate.	Para 16	
	ACE	Sub-30Jun16		Delete clause as does not appear elsewhere in ED	Para 5	
	AWU	Sub-6Jul16		Clause not referred to elsewhere in ED more appropriate for casual loading at clause 11.2 to refer to 'all purposes'	Para 4	Summary amended to reflect AIG comments. ACE's reply 21Jul and

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	AWU	Reply-21Jul16		Agrees with HSU, UV proposal, as reflected in their own submission 6 July 2016 at [4].	Para 5.2, 10.2	part of AWU's submission 6Jul moved to item 13– see Transcript – 6/12/16 [PN575-578]
	ACE	Reply-21Jul16		Does not agree with AWU proposal, does not agree casual loading is payable for all purposes.	Para 5	
	BusSA	Reply-21Jul16		Agrees with HSU, AIG, UV, ACE and AWU proposals	Para 1.1	
	AIG	Reply-22Jul16		Agrees with HSU, UV, ACE and AWU proposals	Para 8	
5.	AWU	Sub-6Jul16	2	Definition – ‘minimum hourly rate’ not listed in definitions and wants definition to include reference to classification and level of employees.	Para 5	
	UV	Sub-30Jun16		Reference missing, provides text: <i>‘minimum hourly rate means the minimum rate of pay for the employee’s classification, grade and level’</i> .	Para 5	
	AIG	Reply-22Jul16		Does not support proposals by UV and AWU	Para 9	
6.	HSU	Sub-30Jun16	2	Definition – ‘ordinary hourly rate’ definition of ‘ordinary hourly rate’ should contain a reference to the employee’s classification level	Para 12	See item 60
	AWU	Sub-6Jul16		<i>‘Ordinary hourly rate’</i> missing from definitions and should be defined, refers to AM2014/01 and wants the definition to refer to classification and level of employees	Para 5	
	UV	Sub-30Jun16		Definition of ‘ordinary hourly rate’ to include classification, grade and level	Para 1	

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	ACE	Sub-30Jun16		Amendment to 'ordinary hourly rate' definition as ambiguous. Suggested text: <i>'Ordinary hourly rate means the hourly rate for the employee's classification specified in clause 17, plus the Leading Hand Allowance specified in clause 18.2(a), if applicable'</i> .	Para 6	
	AWU	Reply-21Jul16		Agrees with HSU proposal. Does not believe reference to 'grade', part of UV submission, is necessary. Agrees with ACE proposal.	Para 6, 11, 16	
	AIG	Reply-22Jul16		Does not understand rationale for AWU, UV and HSU submission, reference to 'grade' and 'level' unnecessary as definition refers to 'employee's classification specified in clause 17'. Do not consider any additional cross references to definition of 'ordinary hourly rate' are necessary. Does not oppose ACE submission, but notes current definition is consistent with early Commission decision and variation unnecessary.	Paras 12-13, 16	
	ACE	Reply-21Jul16		Supports UV submission	Para 8	
	UV	Reply-25Jul16		UV agrees with ACE, definition ambiguous and may lead to confusion.	Para 11	
	AIG	Reply-22Jul16		Does not oppose ACE variation, notes current definition consistent with earlier Commission decision and variation unnecessary.	Para 17	

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7.	HSU	Sub-30Jun16	3.3	NES and this award Keep wording that has been deleted, <i>'whichever makes them more accessible'</i> .	Para 17	
	AWU	Reply-21Jul16		Agrees with HSU proposal	Para 5.4	
	AIG	Reply-22Jul16		Does not support HSU position. Matter already determined by the Commission.	Para 18	
8.	HSU	Sub-30Jun16	7	Facilitative provisions Clause incomplete and should include clauses 14.3, 14.6, 16.1, 16.2 and 22.3	Para 52	Agreed that reference to clauses 16.2 and 22.3 should be inserted. Reference to any other clauses disputed, see Transcript – 6/12/16 [PN575]
	AWU	Reply-21Jul16		Agrees with HSU proposal	Para 5.16	
	AIG	Reply-22Jul16		Do not agree with HSU proposal regarding clauses 14.3, 14.6, 16.1. Agree with clauses 16.2, 22.3	Para 20-24	
9.	AWU	Sub-6Jul16	10, 11, 13, 22.2(a), 22.2(b)	Part time employment For part time employees the overtime provisions at clause 22.2(a) and 22.2(b) utilise some of the features of ordinary hours prescribed at clause 13 but also refer to system of ordinary hours by agreement at clause 10.2. Suggests system of ordinary hours be established in substantive clauses for part-time employees.	Para 9-14	
	BusSA	Reply-21Jul16		Seeks to review AWU proposal for clause 13	Para 1.9	
	ACE	Reply-21Jul16		Does not agree with AWU proposal	Para 7	
	AIG	Reply-22Jul16		Does not agree with AWU general proposition	Para 43	

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10.	AIG	Sub-30Jun16	11.1	Casual Employment Words ‘as such’ to be reinserted as they clarify if an employee is engaged as a casual employee. Believes absence significantly alters operation of clause	Para 76	Agreed, see Transcript – 6/12/16 [PN580]
	BusSA	Reply-21Jul16		Agrees with AIG proposal	Para 1.5	
	AWU	Reply-21Jul16		Agrees with AIG proposal	Para 22.2	
	UV	Reply-25Jul16		Agrees with AIG proposal	Para 12	
11.	HSU	Sub-30 Jun16	11.1	Casual Employment <i>Response to question raised by Commission</i> ‘Fixed term employee’ be deleted as no reference is made in Award to this.	Para 46-47	
	UV	Sub-30Jun16		Proposes to add definition of ‘fixed term / specific task employees’ to the award. Wording provided.	Para 18	
	ACE	Sub-30Jun16		‘Fixed term employee’ is self-explanatory and no need to define term.	Para 12	
	AWU	Sub-6Jul16		‘fixed term employee’ be deleted, no category in award, to include it would be substantive change.	Para 8	
	ABI & NSWBC	Sub-1Jul16		Not necessary to define ‘fixed term employee’	Para 4.1	
	AWU	Reply-21Jul16		Agrees with HSU. Agree with ACE and ABI not necessary to include definition. Considered UV proposal not opposed, but notes term not used elsewhere in award. Questions if the term is introduce whether all	Para 5.15, 13, 19	

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				categories of employment should be included in the definition as opposed to only casual employees.		
	AIG	Reply-22Jul16		Agree with ABI and ACE that definition not necessary. Disagrees with HSU and AWU submissions, as to delete 'fixed term employees' would be substantive change. Opposes UV's proposal, unclear consequences of inserting a new 'type' of employment.	Para 30-36	
	BusSA	Reply-21Jul16		Agrees with ABI and AIG. Disagrees with UV's proposal, amounts to substantial change which must be established on merits. Does deal with implication on annual leave, sick leave etc.	Para 1.7, 1.34	
	HSU	Reply-27Jul16		Prefers removal of term, not opposed to UV's proposed wording as an alternative to removal.	Para 13	
	ACE	Reply-21Jul16		Definition for fixed term employment is not necessary under the Award.	Para 6	
12.	AWU	Sub-6Jul16	11.1	Casual Employment 'employed on an hourly basis' should be deleted as inconsistent with requirement employees be engaged for a minimum period of 2 hours per clause 14.5.	Para 6-8	

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	ABI	Reply-22Jul16		Does not agree with AWU's submission. Disagrees there is any inconsistency, clauses can be read together.	Para 3.1	
	ACE	Reply-21Jul16		AWU's submission is misguided. Nature of casual engagement is hourly basis. Minimum hourly starts are separate issue.	Para 6	
13.	AWU	Sub-6Jul16	11.2	Casual employment 'Casual ordinary hourly rate' definition in cl 2 provides casual loading is payable for all purposes. Therefore, sufficient and appropriate to refer to casual loading as payable for all purposes	Para 4	Summary amended to reflect AIG comments – see Transcript – 6/12/16 [PN575-578]
	AIG	Reply-22Jul16		Strongly opposes AWU's proposal. Current award clause 10.4(b) does not require payment of casual loading 'for all purposes'. Substantial change, variation should not be granted.	Para 37	
	ACE	Reply-21Jul16		Does not agree with AWU proposal, does not agree casual loading is payable for all purposes.	Para 5	Summary amended to reflect AIG comments – see Transcript – 6/12/16 [PN575]
14.	ABI & NSWBC	Sub-1Jul16	11.3	Casual employment Include ' <i>and part time</i> ' between 'full-time' and 'employees'	Para 4.2	Agreed, see Transcript – 6/12/16 [PN580]
	BusSA	Reply-21Jul16		Agrees with ABI proposal	Para 1.8	
	AWU	Reply-21Jul16		Agrees with ABI proposal	Para 20	

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15.	HSU	Sub-30Jun16	12	Classifications Amendment to clause to read: <i>12.2 Employers must provide written advice to employees of:</i> <i>(a) the employee's classification on commencement, and</i> <i>(b) Any changes to the employee's classification during their employment.</i>	Para 54	
	AWU	Sub-21 July16		Agrees with HSU proposal	Para 5.17	
	AIG	Reply-22Jul16		Does not agree with HSU proposal, oppose use of words 'during their employment' as confusing in context of casual employees. Would not oppose HSU proposal is 12.2(b) were replaced with 'any subsequent changes to their classification'.	Para 40	
16.	AWU	Sub-6Jul16	13, 22.2(a), 22.2(b)	Ordinary hours of work – and Overtime Critical terms within clause are not accounted for in overtime clause 22.2(a) and 22.2(b) including additional averaging cycle, differentiation between ordinary hours for day workers and shiftworkers and span of hours. System of ordinary hours should be defined in the substantive clauses for part-time and casual employees, instead of dual construction with overtime clauses.	Paras 10-14	
	BusSA	Reply-21Jul16		Seeks to 'review' issue	Para 1.9	

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	AIG	Reply-22Jul16		Concerns with AWU's proposal, lack of detail. Issues do not appear to have arisen from the redrafting process. No deficiency in respect to s.147 of the Act. Ordinary hours for Part-time employee determined by 22.2(c) and 10.3, rostered hours constitute their ordinary hours. Casual employees' ordinary hours are determined by clauses 13 and 21.	Paras 41-43	
	ACE	Reply-21Jul16		AWU proposal is unclear.	Para 7	
17.	HSU	Sub-30Jun16	13.2, 21	Span of hours 'Shiftworker' definition moved back to clause 13.2 from clause 21. HSU outlines the clause is located in span of hours in other health and community based awards	Para 23-26	
	AWU	Reply-21Jul16		Agrees with HSU proposal	Para 5.9	
	AIG	Reply-22Jul16		Does not agree with HSU proposal: it is convenient and logical to locate provision in which it operates.	Para 65	

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18.	UV	Sub-30Jun16	14.4(b)	Rosters Delete reference to 'relieving staff' as there is no classification or allowance. Alternatively, if term is not deleted, should be defined: <i>'Relieving staff means an employee who roster has been varied at less than 7 days' notice to enable the service of the organisation to be carried on where another employee is absent from duty on account of illness or in an emergency.'</i>	Para 19-20	
	AWU	Reply-21Jul16		Agrees with UV proposal to delete 'or relieving staff'.	Para 10.3	
	AIG	Reply-22Jul16		To delete 'relieving staff' would be substantive change, additionally UV's proposed definition of 'relieving staff' could limit circumstances which 14.4(b) applies, for example an employee relieving another employee who is taking annual leave that is not due to illness or emergency. UV's proposal should be dismissed.	Paras 44-48	
19.	HSU	Sub-30Jun16	14.4(c)	Rosters Believes clause 14.4(c) and clause 30 related to different processes related to rostering systems in industry, therefore cross reference to clause 30 is meaningless and misleading and should be removed	Para 27-30	
	AWU	Reply-21Jul16		Agrees with HSU proposal	Para 7	
	ACE	Reply-21Jul16		Does not support HSU proposal	Para 9	
	AIG	Reply-22Jul16		Supports HSU proposal	Para 49	

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20.	AIG	Sub-30Jun16	15.3(a)	Sleepovers Clause text be substituted with ' <i>not less than eight hours and not more than 10 hours</i> ' as appearing in current clause 22.9(a). This clause deviates from this definition as it reads, ' <i>between eight and ten hours</i> ' and would not permit a span of 8 hours or 10 hours.	Para 79	Agreed, see Transcript – 6/12/16 [PN580]
	AWU	Reply-21Jul16		Agrees with AIG proposal	Para 22.3	
21.	AIG	Sub-31Aug16	15.4(c)(i), 15.4(d)(i)	Sleepover – claims draft has created inconsistent terminology with penalties being added to ordinary hourly rate, meaning that penalties included in the loaded rate of pay and are not separately identified.	Para 11	
22.	HSU	Sub-30Jun16	15.5	Sleepover must be rostered References clause 22.9(h) and notes clause outlines ' <i>provides that a sleepover may be rostered continuous with a shift, either before and/or after the shift</i> ' party notes ' <i>and</i> ' is missing from 15.5(a) and 15.5(b), changes to clause causes significant effect to operation of clause and believes ' <i>and</i> ' should be reinserted	Para 31-33	Agreed, see Transcript – 6/12/16 [PN580]
	AIG	Sub-30Jun16		In clause 15.5(a) ' <i>or</i> ' be replaced with ' <i>and/or</i> ' consistent with current award	Paras 83-85	
	ACE	Sub-30Jun16		' <i>and</i> ' has been omitted, intention of clause is to have ' <i>and</i> ' within clause.	Para 7	
	BusSA	Reply-21Jul16		Agrees with HSU, ACE and AIG	Para 1.11	
	AWU	Reply-21Jul16		Agrees with HSU and ACE proposal	Para 5.10, 14.2	
	AIG	Reply-22Jul16		Agrees with HSU proposal	Para 50	

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	UV	Reply-25Jul16		Agrees with AIG and others that ‘and/or’ be reinserted.	Para 18-19	
23.	AIG	Sub-30Jun16	15.5	Sleepover must be rostered ‘ <i>must</i> ’ be replaced with ‘ <i>may</i> ’, if a sleepover is rostered it prescribes two circumstances in which this is permitted. Read literally it imposes an obligation to roster a sleepover in either of the two ways prescribed.	Para 81, 83-85	
	UV	Reply-25Jul16		Opposes AIG proposal. ‘Must’ has the same effect as ‘and not otherwise’ which is in current award. The clause in exposure draft expresses the entitlement more clearly and should be retained.	Para 13	
	BusSA	Reply-21Jul16		Agrees with AIG proposal	Para 1.10, 1.11	
	AWU	Reply-21Jul16		Agrees with AIG proposal	Para 22.4	
24.	HSU	Sub-30Jun16	15.7	Breaks between shifts Current clause 22.9(j) outlines when an employee has worked overtime during sleepover period and hasn’t had an 8 hour break between overtime and start of another shift, then the employee will receive release from the next shift or overtime. Notes language has changed from ‘ <i>after completion of such work</i> ’ to ‘ <i>after the sleepover</i> ’ Changes to wording cause significant effect to operation of clause.	Para 34	Agreed, see Transcript – 6/12/16 [PN580]

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	UV	Sub-30Jun16		Current award wording provides an entitlement to be ' <i>released after completion of such work until they have had eight consecutive hours off duty</i> ' ED has been varied to read ' <i>after the sleepover</i> ' believes changed wording alters operation of clause	Para 21	
	AWU	Reply-21Jul16		Agrees with HSU and UV proposal	Para 5.11, 10.4	
	AIG	Reply-22Jul16		Supports HSU and UV proposals	Para 51	
25.	AIG	Sub-30Jun16	15.7(a)	Breaks between shifts Replace 'received' with 'receive' and 'of' with 'off'	Para 86-87	Agreed, see Transcript – 6/12/16 [PN580]
	BusSA	Reply-21Jul16		Agrees with AIG proposal	Para 1.12	
	AWU	Reply-21Jul16		Agrees with AIG proposal	Para 22.5	
26.	AIG	Sub-30Jun16	15.7(a)(ii), 15.7(b)(ii)	Breaks between shifts Retain the words ' <i>without loss of pay</i> ', as this means the employee must be paid for such hours at the rate they would otherwise have been paid. Believes words are necessary for clarity of operation of the clause	Para 88-90	Agreed, see Transcript – 6/12/16 [PN580]
	BusSA	Reply-21Jul16		Agrees with AIG proposal	Para 1.13	
	AWU	Reply-21Jul16		Agrees with AIG proposal	Para 22.6	

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27.	AIG	Sub-30Jun16	16.1(a)	Unpaid meal breaks unhappy with wording changing from ' <i>not less than 30 minutes and not more than 60 minutes</i> ' to ' <i>between 30 and 60 minutes</i> ' as concerned it will not meet the requirements of the provision in the ED. Propose to revert wording back to original format.	Para 92	Agreed, see Transcript – 6/12/16 [PN580]
	BusSA	Reply-21Jul16		Agrees with AIG proposal	Para 1.14	
	AWU	Reply-21Jul16		Agrees with AIG that current wording should be retained.	Para 22.7	
28.	HSU	Sub-30Jun16	17.1	Minimum wages Additional wording to clause to read, ' <i>An employer must pay adult employees the following minimum wages for ordinary hours worked by the employee</i> '.	Para 55	
	AWU	Reply-21Jul16		Agrees with HSU proposal	Para 5.18	
	AIG	Reply-22Jul16		Seeks further amendments if HSU proposal is accepted, to reflect that the minimum weekly rate only applies to full-time employees.	Para 52	
29.	AIG	Sub-30Jun16	17.4(d)	Adult apprentices Separating clause into two separate subclauses makes meaning of clause unclear. Believes it makes it appear 17.4(d) applies to adult apprentices. Proposes to amend the clause so it forms part of the preceding subclause.	Para 94	

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	AWU	Reply-21Jul16		Agrees that the disaggregation of current clause 17.4(c) has resulted in some ambiguity. However, appreciates the exposure draft improves on very long paragraph in current award. To resolve issue, suggests 'with that same employer' be added to clause 17.4(d).	Para 23	
30.	AIG	Sub-30Jun16	17.5(f)	Attendance at block release training New heading inappropriate as clauses 17.5(f)(i) and 17.5(f)(ii) are not confined to block release training. Heading should be deleted and clauses reformatted to reflect current award clauses 14.5(g) – 14.5(i).	Para 97	
	BusSA	Reply-21Jul16		Agrees with AIG proposal	Para 1.15	
	AWU	Reply-21Jul16		Agrees with AIG that heading is inaccurate, however there is some sense in referring to three subclauses as being about 'attendance' to remove heading would make it fall under heading of 17.5(f) heading which is also inaccurate. Suggest new heading be agreed by parties.	Para 24	
31.	HSU	Sub-30Jun16	17.5(f)(ii)	Apprentice conditions of employment – attendance at block release training Cross reference to clause 2 should be to Schedule E	Para 18	Agreed, see Transcript – 6/12/16 [PN580]
	AIG	Sub-30Jun16		Reference to clause 2 should be replaced with reference to Schedule E	Para 99	
	BusSA	Reply-21Jul16		Agrees with HSU and AIG	Para 1.16	
	AWU	Reply-21Jul16		Agrees with HSU and AIG	Para 22.8	

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32.	HSU	Sub-30Jun16	17.6	Payment of wages 'No later than pay day' should be reinserted into the clause	Para 19	Agreed, see Transcript – 6/12/16 [PN580]
	UV	Sub-30Jun16			Para 22	
	AWU	Reply-21Jul16			Para 5.6, 10.5	
	AIG	Reply-22Jul16			Para 58	
33.	HSU	Sub-30Jun16	17.7	Higher Duties Current clause 27.1 is clearer and more consistent. If ED version retained, could be improved – alternative wording provided.	Para 37	
	ACE	Reply-21Jul16			Para 11	
	AWU	Reply-21Jul16			Para 8	
	BusSA	Reply-21Jul16			Para 1.17, 1.35	
	AIG	Reply-22Jul16			Para 59	

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34.	ACE	Sub-30Jun16	18.2(a)	Wage related allowances Only all-purpose allowance in the ED is the leading hand allowance and most appropriate to describe an all-purpose allowance within the leading hand allowance clause. Suggests amendments to text in clause	Para 8	
	BusSA	Reply-21Jul16		Agrees with ACE proposal	Para 1.18	
	AIG	Reply-22Jul16		Do not oppose ACE proposal, notes format consistent with other exposure drafts. Does not believe variation is necessary.	Para 61	
35.	AIG	Sub-30Jun16	18.2(b)(i)	Leading hand allowance Current clause excluded an employee ' <i>whose classification denotes supervisory responsibility</i> ', while ED outlines an employee ' <i>whose classification does not include supervisory responsibility</i> ' for greater clarity replace 'include' with 'denote'	Para 100	
	AWU	Reply-21Jul16		Disagrees with AIG proposal, exposure draft better captures intention of clause.	Para 25	
	HSU	Reply-27Jul16		Does not agree with AIG proposal	Para 11(a)	
36.	AIG	Sub-30Jun16	18.2(b)(iv)	Leading hand allowance Current wording of clause be retained, which enables an averaging of hours worked to determine the quantum of the payable allowance. However current wording in ED does not allow this as it indicates allowance is payable on a pro rata basis.	Para 103	

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	AWU	Reply-21Jul16		Disagrees with AIG proposal, meaning of 'pro rata basis' is typical for payment of entitlements, making clause clearer than length and out dated wording at current award clause 15.3(d).	Para 26	Submission withdrawn, see Transcript – 6/12/16 [PN580]
	HSU	Reply-27Jul16		Does not agree with AIG proposal	Para 11(a)	
37.	AIG	Sub-30Jun16	18.2(c)(i)	Nauseous work allowance Change 'part hour' back to current award term 'part thereof'. This is consistent with Schedule C.2. of ED	Para 106	
	BusSA	Reply-21Jul16		Agrees with AIG	Para 1.19	
	AWU	Reply-21Jul16		Does not oppose AIG's submission.	Para 27	
	HSU	Sub-27Jul16		Does not agree with AIG's submission.	Para 11(a)	
	UV	Reply-25Jul16		UV does not agree with AIG's submission that 'part hour' changes entitlement. 'Part hour' is more easily understood, no change should be made to exposure draft.	Para 20	
38.	AIG	Sub-30Jun16	18.2(c)(ii)	Nauseous work allowance Clause 15.5(a) requires ' <i>in any week, where an employee performs work that entitles them to the allowance prescribed by that clause, a minimum sum of 0.27% of the standard rate must be paid</i> ' party believes this clause deviates from this entitlement. 18.2(c)(ii) to be replaced with the final sentence of 15.5(a) in current award.	Para 109	Agreed, see Transcript – 6/12/16 [PN580]
	AWU	Reply-21Jul16		Doubts AIG concern would eventuate, but is not opposed to working 'for work performed in any week' of current award to be retained.	Para 28	

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39.	AIG	Sub-30Jun16	18.3(a)(i)	Expense related allowances-clothing and equipment Current clause outlines an employer must supply uniforms to an employee and <i>'be appropriate to the occupation'</i> . Redrafting shows the clause reads <i>'supply the employee with an adequate number of uniforms free of cost appropriate to the occupation'</i> . Link between appropriate occupation and obligation to supply uniforms is no longer clear. <i>'Appropriate to occupation'</i> to be inserted after <i>'number of uniforms'</i> for clarity.	Para 112	Agreed, see Transcript – 6/12/16 [PN580]
	UV	Sub-30Jun16		Rewording awkward. Propose sentence read: <i>'...supply the employee with an adequate number of uniforms appropriate to the occupation free of cost...'</i>	Para 23	
	BusSA	Reply-21Jul16		Agrees with AIG and UV	Para 1.21	
	AWU	Reply-21Jul16		Agrees with AIG and UV	Para 10.6, 22.9	
40.	AIG	Sub-30Jun16	18.3(a)(ii)	Clothing and equipment Text in clause, <i>'and must be provided to the employee and laundered free of charge'</i> repeats text in 18.3(a)(i), propose deleting text.	Para 115	Agreed, see Transcript – 6/12/16 [PN580]
	AWU	Reply-21Jul16		Agrees with AIG proposal	Para 22.10	
41.	AIG	Sub-30Jun16	18.3(a)(iii)	Uniform allowance Replace 'part shift' with 'part thereof' as current wording does not allow for payment on pro rata basis	Para 117	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	SUMMARY OF ISSUE	THEIR REFERENCE (para or pg)	NOTES
	AWU	Reply-21Jul16		Does not oppose AIG	Para 29	
	UV	Reply-25Jul16		Disagrees with AIG interpretation, believes 'part shift' easier to understand.	Para 21	
42.	AIG	Sub-30Jun16	18.3(a)(iv)	<p>Laundry allowance Only payable where instead of providing uniforms, the employer pays the employee a uniform allowance. Laundry allowance not payable where uniforms are provided by the employer in accordance with 15.2(a). Terms of this current clause do not makes this clear therefore proposes following changes: <i>'where clause 18.3(a)(iii) applies and where such employee's uniform are the uniform is not laundered...'</i></p> <p>Further proposes wording change from 'part shift' to 'part thereof', as current wording does not allow for payment on pro rata basis.</p>	Para 118-120	
	BusSA	Sub-21July16		Agrees with AIG submission	Para 1.22	
	AWU	Reply-21Jul16		Disagrees with AIG interpretation of current award. Exposure draft reflects existing clause. Purpose of allowance is for the provision and maintenance of uniform 'free of cost' to the employees. Not opposed to AIG preference to 'part thereof'.	Para 30-31	
	ACE	Sub-21Jul16		Disagrees with AIG submission, allowance is for all employees required to wear a uniform by their employer.	Para 3	
	HSU	Sub-27Jul16		Does not agree with AIG proposal	Para 11(a)	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	SUMMARY OF ISSUE	THEIR REFERENCE (para or pg)	NOTES
43.	HSU	Sub-30Jun16	18.3(d)(i)	Travelling, transport and fares 'Not less than' should be reinserted into clause before quantum	Para 20	Agreed, see Transcript – 6/12/16 [PN580]
	AWU	Reply-21Jul16		Agrees with HSU proposal	Para 5.7	
	ABI	Reply-22Jul16		Does not agree with HSU proposal	Para 3.2	
	AIG	Reply-22Jul16		Do not believe HSU variation necessary but do not oppose it.	Para 63	
44.	HSU	Sub-30Jun16	18.3(d)(iii)	Clause has been changed from ' <i>provide the employee will not be entitled to reimbursement for...which exceed the mode of transport</i> ' to ' <i>An employee is not entitled to reimbursement for expense... if the expenses exceed the mode of transport</i> '. HSU believes changed words might imply an employee would receive no reimbursement because ' <i>an employee is not entitled...if the expenses incurred exceed...that was agreed with the employer.</i> '	Para 21	Agreed that cl.18.3(d)(iii) ED should be replaced with cl. 15.7(c) of the current award, see Transcript – 6/12/16 [PN581]
	AWU	Reply-21Jul16		Agrees exposure draft potentially disentitles employees from reimbursement all together. Current award wording should be retained.	Para 5.8	
	AIG	Reply-22Jul16		Does not oppose HSU proposal if seeks to substitute provision with current clause 15.7(c).	Para 64	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	SUMMARY OF ISSUE	THEIR REFERENCE (para or pg)	NOTES
45.	AIG	Sub-30Jun16	20.3	Weekend penalties Concerned under ED casual employee may be entitled to weekend penalties and shift premiums, therefore clause should include reference to cl 20.2.	Para 121	Agreed, should refer to cl.20.1 and cl.20.2, see Transcript – 6/12/16 [PN581]
	BusSA	Reply-21Jul16		Agrees with AIG proposal	Para 1.23	
	AWU	Reply-21Jul16		Agrees with AIG proposal, notes clause should refer to exposure draft clauses 20.1 and 20.2, given current clause 23.1 comprises of both these clauses.	Para 22.11	
	UV	Reply-25Jul16		Unsure if any need to refer to 20.2.	Para 23	
46.	HSU	Sub-30Jun16	21	Shiftwork Language has been changed from ‘commencing at xx and before xx’ between specified hours eg. ‘between 10:00am and 12:59pm’. Contends technically should be between 9:59 am and 1pm. However, variation unnecessary. Wording of current award should be retained.	Para 38	Agreed, cl.21.2 of ED should be replaced with cl.26.1 of the current award, see Transcript – 6/12/16 [PN581]
	UV	Sub-30Jun16		Believes altered wording in ED changes entitlement. Prefers wording under Award	Para 24-26	
	ACE	Sub-30Jun16		Clause 21.2 should be replaced with current award clause 26.1. Redrafting unnecessary and confusing. The essential requirement that employee work less than 38 hours a week (in clause 21.2(b)) should appear before shift work rates to ensure employees other than full time employees are paid correctly. Secondly, contends that the timeframes creates gaps eg.	Para 9	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	SUMMARY OF ISSUE	THEIR REFERENCE (para or pg)	NOTES
				between 12.59 pm and 1:00 pm.		
	AWU	Reply-21Jul16		Agrees with HSU, UV and ACE	Para 5.12, 10.8, 14.3	
	AIG	Reply-22Jul16		Does not oppose ACE proposal, this would also address concerns raised by UV and HSU.	Para 66	
47.	AIG	General Submission-31Aug16	21.2, 21.3, 20.2, 22.1, 23.3(b), 26.2(e), 26.3(c)	Shiftwork Submits award inconsistently refers to shift rates as 'shift allowances', 'shift premiums', 'shift penalties', 'any additional rate for shift...work'. Contends terminology in each award should be consistent.	Para 9, 11	
48.	HSU	Sub-30Jun16	22.1(b)	Overtime – Full-time employees Reference at 22.1(b) should be clause 21.2	Para 42	Agreed, see Transcript – 6/12/16 [PN581]
	BusSA	Reply-21Jul16		Agrees with HSU	Para 1.24	
	AIG	Reply-22Jul16		Agrees with HSU	Para 67	
49.	AIG	Sub-30Jun16	22.2(a)	Overtime – Part-time and casual employees Clause does not accurately define circumstances in which overtime rates are payable. It does not make it clear overtime rates only apply to work in excess of 38 hours per week or 76 hours per fortnight (cl.22.2(a)); or, in excess of 10 hours a day (cl.22.2(b)). Proposed rewording consistent with current award. Wording provided.	Para 124-129	Agreed, see Transcript – 6/12/16 [PN581]
	BusSA	Reply-21Jul16		Agrees with AIG	Para 1.25	
	AWU	Reply-21Jul16		Agrees with AIG's proposed redrafting to ensure payment of overtime only attaches to hours worked in excess of ordinary hours.	Para 22.12	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	SUMMARY OF ISSUE	THEIR REFERENCE (para or pg)	NOTES
50.	AIG	Sub-30Jun16	22.4(a)	Rest period after overtime 'Shift' reinserted into clause as its deletion may give rise to confusion regarding clause operation for shiftworkers. Particularly relevant where the ordinary hours of one shift end on a day and ordinary hours of the next day commence on the same calendar day.	Para 130	
	BusSA	Reply-21Jul16		Agrees with AIG	Para 1.26	
	AWU	Reply-21Jul16		Agrees with AIG	Para 22.13	
	HSU	Reply-27Jul16		General submission agrees issues for discussion in clause 22.4(a), disputes solution is to revert to original wording.	Para 10	
51.	AIG	Sub-30Jun16	22.4(a)(ii)	Rest period after overtime Current clause 25.1(d)(i) specifies employee must be released after completion of overtime until they have had 10 consecutive hours off duty ' <u>without loss of pay for rostered ordinary hours occurring during such absence</u> '. The removal of 'without loss of pay' and 'rostered' hours, makes it no longer clear what rates employee is to be paid. Submits current wording be retained.	Para 132	
	BusSA	Reply-21Jul16		Agrees with AIG proposal	Para 1.27	
	AWU	Reply-21Jul16		Agrees 'ordinary working time' be replaced with 'rostered ordinary hours'	Para 22.14	
	HSU	Reply-27Jul16		General submission agrees issues for discussion in clause 22.4(a), disputes solution is to revert to original wording.	Para 10	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	SUMMARY OF ISSUE	THEIR REFERENCE (para or pg)	NOTES
52.	AIG	Sub-30Jun16	22.4(b)(ii)	Rest period after overtime Clause does not expressly provide for entitlement to be absent until the employees has had 10 consecutive hours off duty, reference to rostered ordinary hours is absent; rate at which the employee is to be paid is no longer clear. Due to these ambiguities terms in previous award should be retained.	Para 135	
	AWU	Reply-21Jul16		Agree terms 'without loss of pay', 'rostered ordinary hours' and wording regarding 'absence' be retained from current award.	Para 22.15	
	HSU	Sub-27Jul16		General submission agrees issues for discussion in clause 22.4(b), disputes solution is to revert to current wording.	Para 10	
53.	AIG	Sub-30Jun16	22.5(a)	Recall to work overtime 'So' to be reinserted at the last line, as current wording alluded to an employee not being paid a minimum of 4 hours where an employee is recalled to work overtime after leaving the employer's premises.	Para 138	
	AWU	Reply-21Jul16		Disagrees with AIG's submission but does not oppose proposal	Para 32	
	UV	Reply-25Jul16		Disagrees with AIG's submission, exposure draft does not created an entitlement to a minimum payment every time employee is recalled outside circumstances in clause 22.5(a).	Para 23	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	SUMMARY OF ISSUE	THEIR REFERENCE (para or pg)	NOTES
54.	AIG	Sub-30Jun16	22.6(d)	Meal breaks during overtime Replace this clause with wording in current award clause 25.1(f)(ii), as wording is not clear regarding when an employee would be entitled to a meal allowance as opposed to being provided with a meal.	Para 141	
	BusSA	Reply-21Jul16		Agrees with AIG	Para 1.28	
	AWU	Reply-21Jul16		Agrees with AIG to replace wording of 25.1(f)(ii) with 22.6(d).	Para 22.16	
	HSU	Sub-27Jul16		General submission agrees issues for discussion in clause 22.6(d), disputes solution is to revert to current wording.	Para 10	
55.	HSU	Sub-30Jun16	23.2(a)(i) and 23.2(b)	Additional leave for certain shiftworkers Word 'and' has been removed from end of sentence of cl. 23.2(a)(i) and in cl. 23.2(b) between 'on a Saturday <i>and</i> /or a Sunday'. Not clear that there could be practical implication, but it should be reinstated.	Para 43-44	Agreed, see Transcript – 6/12/16 [PN582]
	UV	Sub-30Jun16		Definition of shiftworker altered, notes ' <i>and</i> ' has been deleted from the list of definitions.	Para 27-29	
	ACE	Sub-30Jun16		Amendments to 23.2(a) and 23.2(b) to include ' <i>and</i> '. The entitlement is that employee may be entitled to the additional week of leave if they satisfy either or both of the conditions.	Para 10-11	
	AWU	Reply-21Jul16		Agrees with HSU, UV and ACE.	Paras 5.13, 10.7, 14.4	
	AIG	Reply-22Jul16		Does not oppose ACE and HSU submission to insert ' <i>and</i> /' before ' <i>or</i> '	Para 69	
	BusSA	Reply-21Jul16		Agrees with HSU and ACE	Para 1.30	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	SUMMARY OF ISSUE	THEIR REFERENCE (para or pg)	NOTES
56.	HSU	Sub-30Jun16	23.2(a)(ii)	Additional leave for certain shiftworkers <i>Response to question raised by Commission</i> No additional clarification necessary. Annual leave is entitlement accrues progressively. Entitlement activated if employee is regularly rostered to work their ordinary hours outside the hours of a day worker <i>and/or</i> if they work four or more ordinary hours on 10 or more weekend.	Para 48-51	
	UV	Sub-30Jun16		10 weekends should be counted in the 12 month period over the leave is accrued. Clause is same as <i>Social, Community, Home Care and Disability Services Industry Award 2010</i> , consistency should be maintained between the awards.	Para 28-29	
	ABI	Sub-1Jul16		12 months is intended period	Para 4.3	
	ACE	Sub-30Jun16		10 or more weekends must occur in each year of service with their employer. To eliminate ambiguity proposes to redraft clause with reference to ' <i>10 or more weekends in each year of service with their employer</i> '.	Para 13	
	AWU	Reply-21Jul16		Agrees 12 months is intended period. Notes HSU does not see amendment necessary. AWU does not have strong preference, but can see merit of including time period of 12 months as way of example. Not opposed to wording provided by ACE to reflect this.	Para 9, 18, 21	
	BusSA	Reply-21Jul16		Agrees with ABI	Para 1.29	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	SUMMARY OF ISSUE	THEIR REFERENCE (para or pg)	NOTES
	ACE	Reply-21Jul16		Disagrees with ABI submission, period should be counted is 'each year of service' not simply '12 months'.	Para 4	
	HSU	Reply-27Jul16		If Commission accepts clarification is required, HSU agrees with UV, that 10 weekends are counted during the 12 month period over which the leave is accrued. Disagrees with ACE's proposal.	Paras 11(c), 12	
	AIG	Reply-22Jul16		Matter should be referred to conference	Para 70	
57.	HSU	Sub-30Jun16	26.2(e)	Public Holidays Cross referencing shift and weekend rates should be included	Para 45	
	AWU	Reply-21Jul16		Agrees with HSU proposal to cross-reference to schedules setting out shift and weekend rates.	Para 5.14	
	AIG	Reply-22Jul16		Does not consider cross references necessary	Para 71	
58.	AIG	Sub-30Jun16	26.3	Public holidays-casual employees Current clause wording outlines a casual employee is to be paid ' <i>at a total rate of 250%</i> ', ED erases the reference to ' <i>the total rate</i> '. Could cause disputes about whether a casual employee is also entitled to another amount under the award for work on a public holiday. Current award wording should be retained. Also, ' <i>addition</i> ' should be replaced with ' <i>additional</i> '.	Para 144-147	
	BusSA	Reply-21Jul16		Agrees with AIG proposal	Para 1.31	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	SUMMARY OF ISSUE	THEIR REFERENCE (para or pg)	NOTES
	AWU	Reply-21Jul16		Disagrees with AIG's submission. Use of 'ordinary hourly rate' is appropriate given all-purpose allowance in award. Clauses 26.3(b) and (c) make clear public holiday rate is instead of casual loading, or any additional shift of weekend work. Use of 'total rate' is repetitive and out-dated.	Para 33	
59.	AIG	Sub-30Jun16	Schedule B	Summary of hourly rates of pay Replace ' <i>% of ordinary hourly rate</i> ' with ' <i>% of minimum hourly rate</i> ' as concerned structure of tables may mislead readers, alternatively provide indication in body of each table that different rates may be applicable where employee is entitled to an allowance under cl.18.2(b). Submission has been made in relation to a number of awards.	Para 148-152	
	AWU	Reply-21Jul16		Agrees with AIG proposal second row of table should read ' <i>% of minimum hourly rate</i> '	Para 34	
	HSU	Sub-27Jul16		Does not agree with underpinning premise of AIG's submission.	Para 11(b)	
60.	AIG	Sub-30Jun16	Schedule B.1.1	Ordinary hourly rate Definition of ' <i>ordinary hourly rate</i> ' inconsistent with one found in cl.2. Definition in cl.2, which reflect Commission July 2015 decision, should be adopted in B.1.1.	Para 153	See item 6 Agreed, see Transcript – 6/12/16 [PN582] <i>No amendment to cl.B.1.1 made, clause consistent with other EDs containing all purpose allowances</i>
	BusSA	Reply-21Jul16		Agrees with AIG proposal	Para 1.32	
	AWU	Reply-21Jul16		Agrees with AIG definition should be consistent with clause 2. See discussion at cl.2 for prefer definition.	Para 22.18	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	SUMMARY OF ISSUE	THEIR REFERENCE (para or pg)	NOTES
61.	AIG	Sub-30Jun16	Schedule B.2.1	Full time and part time employee— ordinary and penalty rates Rate of pay for Sunday is incorrect, should read 175% instead of 200% to remain consistent with clause 23.1, Schedule B.2.1	Para 154	ED to be amended.
	AWU	Reply-21Jul16		Agrees with AIG	Para 22.19	
62.	AIG	Sub-30Jun16	Schedule B.2.2 (now B.2.3)	Full time and part time shiftworkers— ordinary and penalty rates Descriptors of afternoon and night shifts inconsistent with clauses 21.2(a)(i)– 21.2(a)(iv) of the ED, believes it should be consistent	Para 155	See item 46 Resolved by agreement in relation to item 46, see Transcript – 6/12/16 [PN582]
	AWU	Reply-21Jul16		Agrees with AIG	Para 22.20	
63.	AIG	Sub-30Jun16	B.3.1	Casual employees other than shiftworkers—ordinary and penalty rates Rate of pay for Sunday is incorrect, should read 175% instead of 200% to remain consistent with clause 23.1, Schedule B.3.1.	Para 156	ED to be amended.
	AWU	Reply-21Jul16		Agrees with AIG's submission	Para 22.19	
64.	AIG	Sub-30Jun16	B.3.2	Casual shiftworkers—ordinary and penalty rates Descriptors of afternoon and night shifts inconsistent with cl. 21.2(a)(i) –21.2(a)(iv) of the ED, believes it should be consistent	Para 157	Resolved by agreement in relation to item 46, see Transcript – 6/12/16 [PN582]
	AWU	Reply-21Jul16		Agrees with AIG's submission	Para 22.20	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	SUMMARY OF ISSUE	THEIR REFERENCE (para or pg)	NOTES
65.	AIG	Sub-30Jun16	B.4.1, B.4.4, B.4.7, B.5.1	Apprentice rates Rates for ordinary hours of work on Saturday, Sunday or public holiday should be included in tables and tables headed ' <i>ordinary and penalty rates</i> ' rather than under ' <i>shiftwork rates</i> ' to be consistent with B.2.1 and B.3.1	Para 159, 161, 163, 167	ED-amended to include Saturday and Sunday rates.
	AWU	Reply-21Jul16		Agrees with AIG's submission	Para 22.22	
66.	AIG	Sub-30Jun16	B.4.2, B.4.5 B.4.8, B.5.2	Apprentice rates Description about afternoon and night shift premiums should be included to be consistent with B.2.2. and B.3.2.	Para 158, 160, 162, 167	ED-amended.
	AWU	Reply-21Jul16		Agrees with AIG proposal	Para 22.21	
67.	AIG	Sub-30Jun16	B.5	Apprentice rates Clause 17.4 not reflected accurately, B.4. only reflects 17.4(b), believes should also reflect 17.4(a) and 17.4(c)	Para 164	
	AWU	Reply-21Jul16		Agrees with AIG's submission	Para 22.23	
68.	AIG	Sub-30Jun16	B.5.1-B.5.3	Cooking and gardening adult apprentices Rates appear to have been calculated based on 80% of level 4 rate in accordance with clause 17.4(a)(i), which is only relevant to apprentices who commenced after 1 Jan 14, i.e. first year apprenticeship. Schedule does not explain how these rates have been derived or who they apply to.	Para 165	
	AWU	Reply-21Jul16		Agrees with AIG proposal	Para 22.24	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	SUMMARY OF ISSUE	THEIR REFERENCE (para or pg)	NOTES
69.	ACE	Sub-30Jun16	F.3.3	Coverage <i>Response to question raised by Commission</i> Party unaware of such training programs	Para 14	

List of abbreviations (in alphabetical order)

ACE	Aged Care Employers
ABI and NSWBC	Australian Business Industrial and the NSW Business Chamber
AIG	Australian Industry Group
AWU	The Australian Workers' Union
BusSA	Business SA – Chamber of Commerce and Industry South Australia
ED	Exposure draft
HSU	Health Services Union
UV	United Voice