

## SUMMARY OF SUBMISSIONS

Conference convened by Commissioner Bissett 3 February 2015 - refer to [Transcript](#), 2 December 2014 at PN340 - 348

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	Reference	NOTES
<b>General issues</b>							
1	PHIEA	<a href="#">Sub - 27/01/15</a>	Various		<b>Inclusion of term 'ordinary hourly rates' for awards with all-purpose allowance</b> Requires further consideration, adoption of general definition of all-purposes may give rise to unintended consequences.	Para 7	See Full Bench decision <a href="#">[2014] FWCFB 9412</a> , paras [63], opportunity to make further submissions on this issue. To be filed by 6 March 2015.
	HSU	<a href="#">Sub - 28/01/15</a>			Terms minimum hourly rate and ordinary hourly rate have been mixed together in some awards. Language should be consistent throughout award.	Para 12	
	PHIEA	<a href="#">Reply-sub-17/02/15</a>			Agrees with HSU.	p.3	
2	PHIEA	<a href="#">Sub - 27/01/15</a>	Various, 20.1, 21, 22, 23.1, 24, 25 & 26.1		<b>Inclusion of NES summaries</b> - strongly propose such references be removed from ED.	Para 29	Full Bench in decision <a href="#">[2014] FWCFB 9412</a> determined that NES summaries will be removed from 'legal instrument', see para [36]
	BusSA	<a href="#">Sub - 28/01/15</a>			Removal of items related to Full Bench decision, including NES summaries.	Item 1,p.6	
	HSU	<a href="#">Sub - 28/01/15</a>			Welcomes inclusion of summaries although not clear how copies of award will be made available to employees or how employees can request a copy.	Para 7	

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3	PHIEA	<a href="#">Sub - 27/01/15</a>	1.2		<b>Supersession clause</b> - agree with view that when varying modern awards there is no requirement for supersession clause. Suggest review case number be included to clearly identify variations resulting from the Review.	Para 4	Determined in Full Bench decision <a href="#">[2014] FWCFB 9412</a> at paras [9]-[10]
	HSU	<a href="#">Sub - 28/01/15</a>			Proposed wording sits comfortably with HSU. While they do not oppose PHIEA submission, they do not think it necessary.	Para 6	
	BusSA	<a href="#">Sub - 28/01/15</a>			Supports removal of items related to Full Bench decision.	Item 1 p.6	
4	HSU	<a href="#">Sub - 28/01/15</a>	Various		<b>Inclusion of examples</b> Welcomes inclusion in annotated version. Willing to work with parties to come up with appropriate examples.	Paras 10-11	See Full Bench decision <a href="#">[2014] FWCFB 9412</a> , paras [63] regarding use of examples.
	PHIEA	<a href="#">Reply-sub-17/02/15</a>			Also willing to work with parties to develop appropriate examples.	p.3	
5	HSU	<a href="#">Sub - 28/01/15</a>	Schedule B		<b>Summary wage tables</b> Adopts ACTU group 1 submission supporting inclusion of wages table. Notes award rates are minimum wage rates only, employees may be entitled to higher rates of pay as part of their contract of employment.	Paras 13-14	ACTU <a href="#">sub-15/10/14</a> , paras 29-35. Determined by Full Bench in decision <a href="#">[2014] FWCFB 9412</a> , para [58]
	PHIEA	<a href="#">Reply-sub-17/02/15</a>			Agrees with HSU.	p.3	

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<b>Award specific issues</b>							
6	FWO	<a href="#">Corr-24/11/14</a>	3.1(b), 11 and Sched A & B	4.1(b), 15 and Sched B & C	<b>Coverage - list of common health professionals</b> Unclear how list is to be applied.	Issue 9	
	HSU	<a href="#">Sub - 25/11/14</a>			Group indicative list of common health professional titles by practice areas.	Para 18	
	PHIEA	<a href="#">Sub - 27/01/15</a>			<i>Parties are asked to clarify whether the list of common health professionals is an exhaustive list or indicative list of examples.</i> Should be regarded as indicative only and not an exhaustive list.	Para 8	
		<a href="#">Reply-sub-17/02/15</a>			Disagree with HSU. Contrary to PHIEA initial view, following discussion with other employer parties, now of view list should be <u>exhaustive</u> and not indicative. Agrees with BusSA and ABI.	pp.3-4, 8-10	
	ACE	<a href="#">Sub - 28/01/15</a>			Not in position to provide clarification of list. Only limited number of classifications relevant to aged care industry.	Para 3	
	HSU	<a href="#">Sub - 28/01/15</a>			List indicative only, not exhaustive.	Para 25	
	BusSA	<a href="#">Sub - 28/01/15</a>			Supports view list is exhaustive. A view that list is indicative only would be confusing for end users and make it ambiguous.	Item 2, p.6	
	ABI	<a href="#">Sub - 02/02/15</a>			List operates in same manner as clauses found in other awards. Inclusion serves as example of what may be included in particular classification or particular industry award.  List indicative, meaning not an exhaustive or an all-inclusive list, but is useful and makes award easier to understand and apply. Clause should remain as it is presently.	Para 49	

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7	AIG	<a href="#">Sub - 28/01/15</a>	3.1(a) and (b)	4.1	<b>Coverage - clause reference</b> - words in clause 3.1 slightly differ from words in corresponding clause 4.1 of existing award. 3.1(a) refers readers to classifications listed in Schedule A whereas clause 3.1(b) refers readers to classifications listed in clause 11. Propose reference should be to Schedule A.	Paras 115-116	
	PHIEA	<a href="#">Reply-sub-17/02/15</a>			Agrees with AIG.	p.11	
8	AFEI	<a href="#">Sub - 28/01/15</a>	3.1(a) and (b)	4.1	<b>Coverage - clause reference</b> - Reference to classification structure in schedule is a clearer reference that to clause 11.	Para 48	
	PHIEA	<a href="#">Reply-sub-17/02/15</a>			Agrees with AFEI.	Page 5	
9	PHIEA	<a href="#">Sub - 27/01/15</a>	3.2 & Sched I	3	<b>Definition of health industry</b> - unnecessary for definition to be included twice, more appropriate to remain in schedule I-Definitions	Para 9	
10	ADA	<a href="#">Sub - 28/01/15</a>	5.2		<b>Facilitative provisions</b> - list missing facilitative provisions found in clause 6.2(c)–Part-time employment.	Para 2.2	
	PHIEA	<a href="#">Reply-sub-17/02/15</a>			Agrees with ADA.	p.7	
11	HSU	<a href="#">Sub - 28/01/15</a>			<b>Facilitative provisions</b> - adopts ACTU group 1 submission, support inclusion of clause with amendment to first sentence to provide clarity regarding individual versus majority agreement facilitative provisions.	Para 8	See ACTU <a href="#">sub-15/10/14</a> , paras 46-53 and Full Bench decision <a href="#">[2014] FWCFB 9412</a> , para [43]

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12	PHIEA	<a href="#">Sub - 27/01/15</a>	6.4(c) and (d)		<b>Minimum engagement</b> <i>Parties are to clarify whether minimum engagements are daily minimums which can be worked consecutively, unless otherwise stipulated</i> Minimum hours should be consecutive, in line with provisions contained in applicable industry pre-reform awards.	Para 14	
	ACE	<a href="#">Sub - 28/01/15</a>			No “split” or “broken shifts” contained in award; however, ACE submit that in relation to casual employees, Exposure Draft (ED) should not contain minimum engagements but minimum shift payments. Clause 6.4(c) should be amended.	Para 4	
	HSU	<a href="#">Sub - 28/01/15</a>			Must be worked consecutively. In taking this position, they considered lack of a split clause, operation of ordinary hours and rostering system. Also looked at arrangements in industry prior to making of modern award.	Para 27	
	PHIEA	<a href="#">Reply-sub-17/02/15</a>			Agree with HSU.	p.4	
	BusSA	<a href="#">Sub - 28/01/15</a>			Recommend minimum engagement is a daily minimum which can be worked on two or more occasions.	Item 3, p.6	

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13	PHIEA	<a href="#">Sub - 27/01/15</a>	6.4(e)(i)	10.4	<b>Casual employment</b> - Use of term 'minimum hourly rate' could be interpreted as lowest pay point for employee's classification. May result in detrimental changes for some casual employees. Need to clarify that casual employee will be paid minimum hourly rate applicable to <u>their</u> classification AND pay point.	Para 11	This clause may be subject to proceedings <a href="#">AM2014/197-casual employment</a> common issue
14	PHIEA	<a href="#">Sub - 27/01/15</a> <a href="#">Reply-sub-17/02/15</a>	6.4(e)(iii)		<b>Casual employees</b> <i>Parties are asked to provide a list of provisions that do not apply to casuals</i> PHIA notes Full Bench decision and therefore not responded.	Para 13 p.3	Full Bench decided to remove this sub-clause and the note from EDs in decision <a href="#">[2014] FWC FB 9412</a> , see para [69].
	BusSA	<a href="#">Sub - 28/01/15</a>			Supports removal of items related to Full Bench decision. (including 6.4(e)(ii) & (iii))	Item 1, p.6	
	CAA	<a href="#">Sub - 28/01/15</a>			List provided, however, CAA notes Full Bench intends to remove subclause.	p.10	
	ACE	<a href="#">Sub - 28/01/15</a>			Notes Full Bench decision and therefore not responded.	Para 5	
	HSU	<a href="#">Sub - 28/01/15</a>			Not convinced necessary to insert standardised clause purporting to identify entitlements covered, or not, by the casual leave loading. Support submissions of AMWU and ACTU.	Para 23	
	ADA	<a href="#">Sub - 28/01/15</a>			Propose to insert following at 6.4(e)(iii) 'casual loading is not paid on overtime hours worked by a casual'. Propose 6.4(e)(iii) renumber as 6.4(e)(iv).	Para 2.3	
			6.4(e) New subclause				

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15	HSU	<a href="#">Sub - 25/11/14</a>	8	23	<b>Ordinary hours of work</b> Vary current ordinary hours of work to clarify that time worked in excess of 10 ordinary hours for all employees in any one day will be paid at the overtime provisions of award.	Para 7	
16	PHIEA	<a href="#">Sub - 27/01/15</a>	8.2	24	<b>Span of hours</b> - award does not clearly identify what an employee employed in a 24/7 business such as a hospital, who is both a day worker and a shift worker, is to be paid on afternoon or night shifts or on weekends. PHIEA proposes to vary span or hours clause with associated amendments to 26.1 and 29.	Para 31	
17	AFEI	<a href="#">Sub - 25/11/14</a>	8.2	24	<b>Span of hours</b> Award prevents a host of other health professionals such as chiropractors, acupuncturists and naturopaths from having ordinary hours on a weekend. AFEI in discussions with members and associations to ascertain whether a variation to this clause will be jointly pursued	Paras 7-13	
18	HSU	<a href="#">Sub - 25/11/14</a>	8.2	24	<b>Span or hours - in private practice type facilities</b> Considering application for a simplified variation of span of hours. Likely to look like the following: (a) - Monday to Friday, 7am to 7pm; and (b) - Saturday, 8am to 2pm	Paras 8-9	

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19	CAA	<a href="#">Sub - 25/11/14</a>	8.2(a)		<b>Span of hours-chiropractic practices</b> Seek to vary span of hours for chiropractic practices. Current span not reflective of industry practice which involves work outside traditional business hours.	Issue 1	
		<a href="#">Sub - 28/01/15</a>				p.9	
20	AIG	<a href="#">Sub - 28/01/15</a>	8.2(c)		<b>Private medical imaging practices – five and a half day practices</b> Propose alternative wording: “Where a private medical imaging practice services patients on a five and a half day a week basis ...”	Para 117	
	AFEI	<a href="#">Sub - 28/01/15</a>				Para 50	
21	AIG	<a href="#">Sub - 28/01/15</a>	8.2(d)		<b>Private medical imaging practices – seven day practices</b> Propose alternative wording: <i>“Where a private medical imaging practice services patients on a seven day a week basis...”</i>	Para 118	
22	APA	<a href="#">Sub - 25/11/14</a>	8.2(e)	24.4	<b>Physiotherapy practices</b> Amend clause to allow greater flexibility in ordinary span of hours for physiotherapy practices on weekdays and Saturdays.	p.1	(see their draft determination on p.2)

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23	APC	<a href="#">Sub - 25/11/14</a>	8.2	Proposed 24.5	<b>Podiatry practices</b> Insert new sub-clause to allow greater flexibility in ordinary span of hours for practices on weekdays and Saturdays .	p.1	(see their draft determination on p.2)
24	ACE	<a href="#">Sub-25/11/14</a>	8.3	25	<b>Rostering</b> Proposed variation to remove ambiguity or uncertainty, ensure no adverse effects to aged care industry including in respect of flexibility, rostering arrangements, labour costs and government funding.	pp.3-4	See also <a href="#">[2014] FWC FB 129</a> re notice of rostering changes
	HSU	<a href="#">Sub - 25/11/14</a>	8.3	25	Vary rostering clause to include reference back to ordinary hours of work clause. Will seek to add clarity by ensuring current award is referenced directly to ordinary hours of work.	Paras12-13	
25	AIG	<a href="#">Sub - 28/11/14</a>	9.1	27.1	<b>Meal breaks</b> Propose inclusion of facilitative provision to enable 5 hour maximum period before an unpaid meal break is taken to be extended to 6 hours by agreement.	p.2	
26	AIG	<a href="#">Sub - 28/11/14</a>	Proposed new clause		<b>Annualised salary -</b> Inclusion of annualised salary clause for employees in health professionals stream and employees at higher classification levels in support services stream.	p.3	
	CAA	<a href="#">Sub - 25/11/14</a>			Seeking annualised salary provision.	Issue 6	
		<a href="#">Sub - 28/01/15</a>				p.9	

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27	PHIEA	<a href="#">Sub - 27/01/15</a>	15.2(a)(iii)		<b>Heat allowance</b> <i>Parties are asked to consider whether provision is obsolete</i> Considers clause obsolete and should be deleted.	Para 15	
	ADA	<a href="#">Sub - 28/01/15</a>			Clause obsolete and irrelevant.	Para 2.4	
	ACE	<a href="#">Sub - 28/01/15</a>			Obsolete in that they are not aware of any instance where its provisions have actually applied.	Para 6	
	AFEI	<a href="#">Sub - 28/01/15</a>			Cannot say clause is obsolete, however, unaware of its ongoing relevance. Support removal of clauses that have no relevance.	Para 49	
	HSU	<a href="#">Sub - 28/01/15</a>			Oppose removal of provision.	Para 28	
	BusSA	<a href="#">Sub - 28/01/15</a>			Recommend removal; unless a party is able identify current usage.	Item 4, p.6	
	PHIEA	<a href="#">Reply-sub-17/02/15</a>			Unless any party can demonstrate that someone is receiving allowance, it should be considered obsolete and be deleted. Agrees with ACE, AFEI, ADA and BusSA, disagrees with HSU.	pp. 4, 5 6 and 7.	
28	BusSA	<a href="#">Sub - 28/01/15</a>	15.2(b) [sic]		<b>Wage related allowances</b> ED has changed percentage to dollar amount. Business SA argues for inclusion of both percentage and dollar amount for sake of transparency and consistency.	Item 7, p.6.	It would appear that clause reference should be 15.2 rather than 15.2(b).

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29	PHIEA	<a href="#">Sub - 27/01/15</a>	18.1		<b>Weekend penalties—day worker</b> - concern that in converting time and a half to 150% of minimum hourly rate and double time to 200% of minimum hourly rate without confirmation that it is the <u>employee's</u> minimum hourly rate that is being referred to could be interpreted to mean minimum hourly rate applicable to the position classification that the employee holds.	Para 16	
30	BusSA	<a href="#">Sub- 25/11/14</a>	18.1(b)	26.2 -	<b>Saturday and Sunday work (casuals)</b> Intention of clause not clearly reflected in current wording. Seeking variation to remove ambiguity.	p. 5	
31	PHIEA	<a href="#">Sub - 27/01/15</a>	18.2	24.3	<b>Weekend work in private medical imaging seven day practice</b> - concern about use of 'minimum hourly rate of pay' could potentially be interpreted as referring to pay point one only.	Para 17	
32	FWO	<a href="#">Cor - 24/11/14</a>	18.4	26	<b>Shift work penalties, weekend penalties</b> Unclear whether casuals are entitled to weekend penalties and if they are, what they should be paid.  Unclear whether additional 15% is paid only for hours within span of hours or if loading is paid for every hour worked in the shift.	Issue 11	

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	PHIEA	<a href="#">Sub - 27/01/15</a>			Parties asked to confirm whether this rate is in addition to casual loading and/or weekend penalties Shift work penalty does not apply when employee works weekends, consistent with pre-reform awards and Nurses Award.	Paras 18-19	
	CAA	<a href="#">Sub - 28/01/15</a>			Believes shiftwork penalties are not in addition to casual loading, shiftwork penalties are not applicable to casuals.	p.10	
	ACE	<a href="#">Sub - 28/01/15</a>			Not clear casuals have any entitlement under this clause. Casual employees have no ordinary hours of work in respect of day work and shiftwork therefore cannot be said to be a "shiftworker" under award. Notwithstanding, propose new additional clauses be adopted (see submission).	Para 7	
	BusSA	<a href="#">Sub - 28/01/15</a>			Submits penalties are not cumulative.	Item 5, p.6	
	ABI	<a href="#">Sub - 02/02/15</a>			Nothing in clause leads to conclusion that should be treated as loaded rate. Submit casual loading in award is not 'all purpose' and therefore should not be treated as compounding when determining rate of pay for weekends, public holidays or shiftwork.  Drafting in ED is problematic in that it would lead to significant increase in calculation of	Para 50	

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					casual wages.		
	PHIEA	<a href="#">Reply-sub-17/02/15</a>			<ul style="list-style-type: none"> <li>• Discussion occurring between parties as to amended wording.</li> <li>• Agrees with ACE clause wording not clear.</li> <li>• Agrees with ABI, not all purpose allowance</li> <li>• Agree with ABI - highest applicable rate applies and penalty should not be applied to penalty unless expressly provided.</li> </ul>	p.6, p.10	
33	FWO	<a href="#">Cor - 24/11/14</a>	18.4	29	<b>Shift work penalties and weekend penalties</b> Unclear whether additional 15% is paid only for hours within span of hours or if loading is paid for every hour worked in the shift.	Issue 12	
	BusSA	<a href="#">Sub- 25/11/14</a>	18.4	29	Unclear whether hours worked should be treated as ordinary hours for a day worker or shift hours. Seeking variation to clause.	p.6	
	CAA	<a href="#">Sub - 25/11/14</a>	18.4	26 & 29	Unclear in some circumstances whether and when a shiftwork penalty is payable. Submits definition of shiftworker should be amended to provide clarity.  There is ambiguity in relation to interaction between shiftwork loadings and weekend penalties (clause 18.1 - 18.4).	Issue 4	
		<a href="#">Sub - 28/01/15</a>				pp. 6-8	

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	PHIEA	<a href="#">Reply-sub-17/02/15</a>			<p>Agrees with CAA that there is ambiguity regarding interaction between shift work loadings and weekend penalties.</p> <p>As award currently reads a shiftworker is not entitled to weekend penalties. PHIEA considers this an anomaly to be rectified as part of review.</p>	pp.7-8.	
	ABI	<a href="#">Sub - 02/02/15</a>	18.4	29	<p>In response to issue raised by Ombudsman, ABI do not consider clause ambiguous. Shiftworker defined in clause 18.4 as employee that performs a rostered shift that finishes between 6pm and 8am or commences between 6pm and 6am. Span of hours prescribed in clause 23 of current award does not and cannot apply to shiftwork nor does clause 18.4 prescribe a span of hours, it is a categorisation of shiftwork only. If a span of hours applied to a shiftworker then their shift would not be a shift for shiftwork purposes but overtime. On this basis submit clause 18.4 should remain as it is presently.</p>	Para 52	
	ABI	<a href="#">Sub - 02/02/15</a>	18.4		<p>Appears to be difficulty in understanding whether shiftwork and penalties should apply at same time. Applying both penalties represents a “double dip”. In line with long established principle that highest applicable rate applies to work of the day, a penalty should never be applied to a penalty unless instrument expressly provides otherwise.</p>	Para 52	

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	HSU	<a href="#">Sub - 25/11/14</a>	19	28	Removal of substitution arrangements for shift allowances and payment of overtime for time worked beyond rostered hours	Para 15	
34	PHIEA	<a href="#">Sub - 27/01/15</a>	19.1		<b>Overtime rates</b> - concern about minimum hourly rate could be interpreted to mean pay point one.	Para 20	
35	PHIEA	<a href="#">Sub - 27/01/15</a>	19.1		<b>Overtime rates - each day stand alone?</b> <i>Parties asked whether provisions for overtime should clarify if each day stands alone</i> Does not stand alone. Overtime can be continuous in some circumstances and should be calculated accordingly.	Para 22	
	CAA	<a href="#">Sub - 28/01/15</a>			Should be clarified to avoid uncertainty. Wording of clause suggests likely intent was that each day stands alone.	p.12	
	ACE	<a href="#">Sub - 28/01/15</a>			No clarification required. Each day stands alone for overtime purposes using natural, plain and ordinary meaning of words 'ordinary hours on any day'.	Para [8]	
	HSU	<a href="#">Sub - 28/01/15</a>			No clarification required. Not possible to be paid overtime for hours worked beyond 10 hour roster as well as hours worked beyond average of 38 hours a week within pay cycle.	Para 29	
	BusSA	<a href="#">Sub - 28/01/15</a>			Supports inclusion of words 'each day stands alone'.	Item 6,p.6	
	PHIEA	<a href="#">Reply-sub-17/02/15</a>			For a 24/7 business this needs to be each shift which stands alone – not each day.	pp.4, 6, 8, 9	

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36	FWO	<a href="#">Cor - 24/11/14</a>	19.1	28.1	<b>Overtime penalty rates - casual employees?</b> Unclear as to whether casuals are entitled to overtime and if they are, what they should be paid.	Issue 11	
	CAA	<a href="#">Sub - 28/01/15</a>			<i>Parties are asked to clarify if casual employees are entitled to overtime and if so, what they should be paid.</i> Casuals are not entitled to overtime. Employed by the hour therefore do not have ordinary hours.	pp.12-13	
	ACE	<a href="#">Sub - 28/01/15</a>			Casual employees ordinary hours should be same as that of full time employees, therefore, casual employees are entitled to overtime where ordinary hours of work per day exceed 10, or where their hours per week exceed 38. Rates should be in substitution and not be cumulative with casual loading.	Para 9	
	HSU	<a href="#">Sub - 28/01/15</a>			Casual employees are entitled to overtime. Intention of award clear.	Para 30	
	PHIEA	<a href="#">Reply-sub-17/02/15</a>			Agrees with HSU and ACE. Provided clause specifies an average of 38 hours per week. Defers comment on specific amendments as discussion is continuing between parties.	pp. 4, 6-7	

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37	PHIEA	<a href="#">Sub - 27/01/15</a>	19.2		<b>Rest period after overtime</b> - submits 200% of minimum hourly rate should be changed to 200% of the <b>employee's</b> minimum hourly rate to eliminate unintended consequences due to pay point issue.	Para 23	
38	ADA	<a href="#">Sub - 28/01/15</a>	Part 6		<b>Part 6- Leave, Public Holidays and Other NES entitlements</b> Propose to rename part heading to include termination to enable easy reference to terms relating to termination and redundancy.	Para 2.5	
39	HSU	<a href="#">Sub - 25/11/14</a>	20	31	<b>Annual leave</b> Propose to express safety net entitlement to an additional week of annual leave for shift workers in similar way to that expressed in Exemplar Award	Paras 10-11	
40	PHIEA	<a href="#">Sub - 27/01/15</a>	20.3		<b>Annual leave loading</b> - 'ordinary rate of pay' should be changed to 'minimum rate of pay'.	Para 24	

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41	PHIEA	<a href="#">Sub - 27/01/15</a>	23.1		<b>Public holidays</b> <ul style="list-style-type: none"> <li>Sentence 'The NES provides a paid day off on each public holiday, except where reasonably requested to work' should be removed. There may be other reasons why an employee would not be provided with paid day off.</li> </ul>	Para 25	
			23.2		<ul style="list-style-type: none"> <li>should be deleted to avoid any potential misinterpretation.</li> </ul>	Para 26	
			23.3		<ul style="list-style-type: none"> <li>"<b>the</b>" minimum hourly rate should be changes to "<b>their</b>"</li> </ul>	Para 27	
	AIG	<a href="#">Sub - 28/01/15</a>	23.1		Consistent with Commission's decision, the following provisions should be removed: <ul style="list-style-type: none"> <li>Second and third sentences in clause 23.1; and</li> </ul>	Para 119	Full Bench in decision <a href="#">[2014] FWCFB 9412</a> determined that NES summaries will be removed from the 'legal instrument', see para [36]
			23.2		<ul style="list-style-type: none"> <li>clause 23.2.</li> </ul>		
	PHIEA	<a href="#">Reply-sub-17/02/15</a>			Agrees with AIG submission re clause 23.1 and 23.2.	p.11	
42	HSU	<a href="#">Sub - 25/11/14</a>	25		<b>Ceremonial leave</b> Vary clause to include a reference to Torres Strait Islander tradition	Para 6	
43	HSU	<a href="#">Sub - 25/11/14</a>	Sched A	Sched B	<b>Classification Definitions</b> <ul style="list-style-type: none"> <li>Vary "Support Services employees" that describe the job outcome and reflects the language used in the AQS Framework.</li> </ul>	Paras 16-17	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	Reference	NOTES
					<ul style="list-style-type: none"> <li>Vary “Health Professional Stream” to clarify pay point at which health professionals undertaking an intern position commence.</li> </ul>		
44	APESMA	<a href="#">Sub - 26/11/14</a>	Sched A	Sched B B1.5 & 1.7	<b>Classification Definitions - Support Services employee - level 7:</b> Seek to extend coverage of award to Translators and Interpreters who are not covered by any modern award (and to provide classification descriptors).	Paras 3-4	
45	HSU	<a href="#">Sub - 25/11/14</a>			<b>Training plan</b> Propose inclusion of provision for an employee to request a training plan so skills are maintained.	Para 19	
46	PHIEA	<a href="#">Sub - 27/01/15</a>	Sched C	New	<b>Summary of hourly rates</b> - word ‘ordinary’ should be replaced with ‘minimum’ wherever it appears in schedule for consistency of terminology.	Para 28	
	HSU	<a href="#">Sub - 28/01/15</a>			Conflict arises when reader takes meaning of ‘ordinary’, as it relates to ordinary hourly rates, and applies it to ordinary and penalty rates as words appear in Schedule. Term ordinary is not defined. HSU notes award rates are minimum wage rates only and that employees may be entitled to higher rates of pay as part of their contract of employment.	Para 31-32	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	Reference	NOTES
47	CAA	<a href="#">Sub - 25/11/14</a>	Sched I	3.1	<b>Definition of ordinary hours</b> - absence of definition of ordinary hours and interchangeable use of term throughout (particularly clauses 18 and 19) has led to uncertainty. Seeks definition for ordinary hours as well as consequential amendments to other provisions so that term is consistently used. Agrees with CAA	Issue 2	
		<a href="#">Sub - 28/01/15</a>				pp. 2-4	
	PHIEA	<a href="#">Reply-sub-17/02/15</a>				p.7	
48	CAA	<a href="#">Sub - 25/11/14</a>	Sched I	3.1	<b>Definition of shiftworker</b> - definition creates uncertainty as to who is a shiftworker. Can a shiftworker be both a day worker and a shiftworker? e.g. Chiropractic businesses where businesses operate outside regular hours. Quantum of annual leave unclear.	Issue 3	
		<a href="#">Sub - 28/01/15</a>				pp.4-6	
	PHIEA	<a href="#">Reply-sub-17/02/15</a>			Agrees with CAA.	p.7	
	HSU	<a href="#">Sub-25/11/14</a>			Seek to vary definition of shiftworker by replacing term “day worker” with term “employee” so that single term is used throughout award.	Para 14	
49	ADA	<a href="#">Sub - 28/01/15</a>	Sched I	3.1	<b>Definition of trainee</b> - while there is a definition for apprentices in schedule there is no definition for trainees. ADA believes definition necessary to provide clarification of distinction between a trainee and an apprentice. Proposed definition is provided in submission.	Para 2.1	

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

ABI	Australian Business Industrial and the NSW Business Chamber Ltd
ACE	Aged Care Employers, also known as Leading Age Services Australia NSW-ACT
ACTU	Australian Council of Trade Unions
ADA	Australian Dental Association
AFEI	Australian Federation of Employers and Industries
AIG	Ai Group, Australian Industry Group
APESMA	Association of Professional Engineers, Scientists and Managers Australia
BusSA	Business SA - South Australian Chamber of Commerce and Industry.
CAA	Chiropractors' Association of Australia (National) Ltd
FWO	Fair Work Ombudsman
HSU	Health Services Union
LASA	Leading Age Services Australia NSW-ACT
PHIEA	Private Hospital Industry Employer Associations