

SUMMARY OF SUBMISSIONS

This table is a summary of submissions lodged for this award on or before 5:00pm on 20 May 2016 – updated 27 June 2016

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
1.	JA	Sub-14Apr16	3.7		<i>The note below has been added and is not included in the current award. Parties are asked to confirm whether this note should remain in the award</i> Party has no objection to the note remaining.	Para 4	Parties agree that note should be retained, see Transcript [PN1592-PN1596]
	ABI & NSWBC	Sub-15Apr16			Note should be retained as it serves to further clarify the provision.	Para 9.1	
2.	AFEI	Sub-15Apr16	6.3		Full-time employment Party submits that the wording in current award should be retained.	Para 36-37	Parties to clarify their position regarding this clause, see Transcript [PN1596-PN1610]
3.	JA	Sub-14Apr16	8.3(a)(i)		<i>This award doesn't state what "this option" is. AP772299CRV had arrangements for accrued days off (in clause 17.2.1 of the pre-reform), but these provisions have not been included in the modern award. Should the options for how an employee may work ordinary hours be included in this award?</i> Party not aware of any issues with clause. If options are to be included, they should be consistent with pre-reform award.	Para 5	Parties agree that no change is required for this clause, see Transcript [PN1611-PN1612]

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	ABI & NSWBC	Sub-15Apr16			Not necessary to change provision as it would only limit the operation of how an employer and employee could utilise the flexibility provided by this clause.	Para 9.2	
4.	JA	Sub-14Apr16	8.4(b)(viii)		<i>In response to question: parties are asked to comment whether the reference to “approved paid leave” in clause 8.4(b)(viii) should instead be “approved leave” consistent with the defined term “approved leave” above.</i> Party submits no change to wording required as there is a distinction between “approved paid leave” and “approved leave”.	Para 6	Parties agree that no change is required to this clause, see Transcript [PN1611-PN1612]
	AFEI	Sub-06May16			AFEI agrees with JA .		
	ABI & NSWBC	Sub-15Apr16			“Approved paid leave” should be retained as “approved leave” is defined as meaning “any leave of absence other than core time approved by the employer”.	Para 9.3	
5.	FWO	Corro-02Mar15		10.3(d)	Part-time employment Clause may be in conflict with the NES.	Para 22	Being dealt with by Part-time and Casuals Full Bench in AM2014/196 and AM2014/197
	JA	Sub-02Mar15			Part-time employment Clause may be in conflict with the NES and should be deleted.	Page 2	Being dealt with by Part-time and Casuals Full Bench in AM2014/196 and AM2014/197

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6.	JA	Sub-02Mar15		10.4	Casual employment Supports a variation to clarify interaction between casual loading and penalty rates, and whether overtime is calculated on a daily or weekly basis.	Page 2	Being dealt with by Part-time and Casuals Full Bench in AM2014/196 and AM2014/197
7.	JA	Sub-02Mar15		10.5	Sessional employment Award should be varied to clarify that sessional employment is a sub-category of casual employment.	Page 2	Being dealt with by Part-time and Casuals Full Bench in AM2014/196 and AM2014/197
8.	JA	Sub-14Apr16	11.2(b)(ii)		<i>Parties are asked to clarify whether overtime payments apply for time worked in excess of ordinary hours while on excursions.</i> Party not aware of any problems arising from this provision. No change necessary.	Para 7	Parties to have further discussions regarding this clause, see Transcript [PN1613-PN-1615]
	ABI & NSWBC	Sub-15Apr16			Overtime payments do not apply to this clause.	Para 9.4	
	ASU	Sub-10Jun16			Clause should clarify overtime is compensable in the absence of the former time in lieu of overtime provisions – issue should be referred to conferencing to determine the clarity required for the Excursions provision.	Page 1	
9.	ABI & NSWBC	Sub-15Apr16	14.1(c)(iii)		<i>Clause 14.1(c)(iii) has been amended to correct typographical error. It now reflects provisions of AP772299CRV and reads “38 hours in any one week or</i>	Para 9.5	Parties do not oppose this change, see Transcript [PN1615-1618]

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					<i>greater than 10 hours in any one day” rather than “on greater than 10 hours in any one day” (emphasis added). Parties invited to comment on amendment. Amendment appears correct in light of language used in pre-reform award.</i>		
	AFEI	Sub-15Apr16			Party does not oppose this change.	Para 38	
10.	FWO	Corro-02Mar15		16.5, 23.1	Excursions It is unclear whether an employee entitled to the allowance under clause 16.5 is also entitled to overtime payments under clause 23.1.	Para 23	Parties to have further discussions regarding this clause, see Transcript [PN1619-PN1622]
11.	JA	Sub-14Apr16	20.2		<i>Parties are asked to comment on how clause 20.2 interacts with clause 14.2(c), given clause 14.2(c) provides for 250% of the minimum hourly rate for time worked during ordinary hours, and 350% of the minimum hourly rate for time worked outside of ordinary hours. Issue could be resolved by amending clause – proposed wording in submission.</i>	Para 8	Parties to have further discussions regarding this clause, see Transcript [PN1623-PN1630]
	ABI & NSWBC	Sub-15Apr16			Party submits clause 20.2 should be preferred to clause 14.2 as this approach is consistent with the terms of the pre-reform award.	Para 9.6	
	ASU	Sub-10Jun16			Conference is required to ventilate the appropriate penalties payable.	Page 2	
12.	FWO	Corro-02Mar15		23.2(e), 28.2	Public holidays The interaction between these two	Para 24	Parties to have further discussions regarding

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	ASU	Sub-10Jun16			clauses is unclear, as both provide for penalty rates for work on public holidays. Conference is required to ventilate the appropriate penalties payable.	Page 2	this clause, see Transcript [PN1631 - PN1632]
13.	ASU	Sub-02Mar15		25.2	Annual leave loading The award is silent on payment of leave loading on termination. Proposes inserting additional sentence.	Paras 33-34	Being dealt with by Annual leave Full Bench in AM2014/47
14.	JA	Sub-02Mar15		Schedule B	Classifications Definitions should be updated and expressed as generic skills-based levels rather than as job titles.	Pages 2-3	Parties to have further discussions regarding this clause, see Transcript [PN1633- PN1642]
15.	JA	Sub-14Apr16	Schedule E		<i>Parties are asked to identify "any training program which applies to the same occupation achieves essentially the same training outcome as an existing apprenticeship as at 25 June 1997" that they consider should not be covered by this Schedule</i> Party has no objection to the proposed wording.	Para 9	Parties have no objection to the proposed wording, see Transcript [PN1643- PN1644]

List of abbreviations (in alphabetical order)

ABI&NSWBC	Australian Business Industrial and the New South Wales Business Chamber
AFEI	Australian Federation of Employers and Industries
ASU	Australian Services Union
FWO	Office of the Fair Work Ombudsman
JA	Jobs Australia