

REVISED SUMMARY OF SUBMISSIONS

This summary of submissions has been updated to include a summary of submissions received in accordance with the [Directions](#) issued by Deputy President Clancy on 14 December 2016. It includes submissions lodged on or before 5.00 pm on 16 February 2017 and has been revised 10 October 2017.

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
General submissions							
1.	RK & Ors	Sub-02Mar15			Amalgamation of award The suggestion that the <i>Clerks—Private Sector Award 2010</i> and the <i>Legal Services Award 2010</i> should be amalgamated is opposed.	Page 1	WITHDRAWN - No support for proposal – issue to be removed [Transcript 06 June 2016 PN952, PN981-984]
Clause specific submissions							
2.	RK & Ors	Sub-02Mar15	Sch G	3	Definitions Definition of ‘law graduate’ should be amended. Proposed wording is provided.	Attachment B – para 1	AGREED - Clause to be varied: Report to Full Bench 25 August 2016
3.	AIG	Sub-14Apr16	5.2		Facilitative provisions Clause should be amended by deleting the word ‘weekly’.	Para 339	AGREED - Clause to be varied: Report to Full Bench 3 June 2016
4.	AIG	Sub-14Apr16	6.4(a)(ii)		Part-time employment Definition of a part-time employee has been altered and amounts to a substantive change. Party proposes definition in submission.	Para 340-342	AGREED - Clause to be varied to adopt AIG proposal: Report to Full Bench 3 June 2016
	BusSA	Reply sub-6May16			Agree with AIG.	Para 9.1	

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5.	AIG	Sub-14Apr16	6.4(a)(ii)		Part-time employment Words “who do the same kind of work” at conclusion of clause should be deleted, they are unnecessary.	Para 343	AGREED - Clause to be varied to adopt AIG proposal: Report to Full Bench 3 June 2016
	BusSA	Reply sub-6May16			Agree with AIG.	Para 9.2	
6.	AIG	Sub-14Apr16	8.1(d)(ii)		Rostered days off Inserting words “such” before “arrangements” to make clear that the reference to “arrangements” is to those under the preceding clause.	Para 344	AGREED - Clause to be varied to insert “such” before “arrangements”: Report to Full Bench 3 June 2016
	BusSA	Reply sub-6May16			Agree with AIG.	Para 9.3	
7.	AIG	Sub-14Apr16	10.1		Minimum wages Clause should be amended to reflect the intent of the minimum weekly rate only applies to full-time employees.	Para 345-348	AGREED - Column 2 to be amended to insert “(full-time employees)”: Report to Full Bench 3 June 2016
	BusSA	Reply sub-6May16			Agree with AIG.	Para 9.3	
8.	AIG	Sub-14Apr16	13.3		Early morning, afternoon and night shift penalties Change term “penalties” to “allowances”. Consistent with clause 31.2 of current award.	Para 349	OUTSTANDING - Parties expressed reference to not depart from current clause and will develop position – AIG has
	BusSA	Reply sub-6May16			Agree with AIG.	Para 9.7	

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	AIG	Sub-31Aug16			AIG has identified inconsistent terminology	Para 31	foreshadowed submission with broader application than this award. See Report to Full Bench 25 August 2016 Proposed variation continues to be outstanding see Corr-10/01/17 from RK & Ors
9.	RK & Ors	Sub-02Mar15		10.5(e)	Casual employees Minimum engagement for casual employees should be decreased to three hours. Proposed wording provided.	Attachment B – para 2	REFERRED – see Report to Full Bench 3 June 2016 at [3]-referred to Part-time and Casuals Full Bench in AM2014/196 and AM2014/197 Determined as part of Part-time and Casual Employment Full Bench proceedings [2017] FWCFB 3541 at [894]–[901].

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10.	ABI&NS WBC	Sub-15Apr16	11.2(b)		Meal allowance Clause may give rise to a new substantive entitlement and should be varied. Proposed wording in submission.	Para 10.5	AGREED - Clause to be amended: Report to Full Bench 3 June 2016
	BusSA	Reply sub-6May16		Agree with ABI & NSWBC.	Para 9.6		
	AIG	Reply sub-5May2016		Agree with ABI & NSWBC.	Para 225		
	AFEI	Reply sub-6May16		Agrees that redrafted clause introduces a new substantive requirement.	Para 50		
11.	RK & Ors	Sub-13Apr16	13.4(c)(ii) and 13.4(c)(iii)		<i>In response to question: parties are asked to clarify the interaction between 13.4(c)(ii) and 13.4(c)(iii) as they appear inconsistent</i> Party agrees clause inconsistent and suggests the deletion of 13.4(c)(iii) and the insertion of a clause for shiftworkers.	Para 3-6	AGREED – Email received from AFEI-15/08/16 confirming agreement with wording. See email received from RK & Ors-10/01/17 confirming inconsistency in clauses.
	ABI&NS WBC	Sub-15Apr16		Consistency appears to arise from a transcription error between current award and ED. Party proposes amendment in submission.	Para 10.6		
	BusSA	Sub-15Apr16		Clause appears inconsistent and suggests deleting clause 13.4(c)(iii) and clause 13.4(c)(ii) be amended. Proposed wording in submission.	Para 9.2.1		

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	AFEI	Sub-15Apr16			Wording of clause could be clearer. Proposes wording in submission.	Para 23	
	AIG	Reply sub-5May2016			Provisions not inconsistent and should not be varied. Agrees with the ABI & NSWBC submission and proposed amendment, however does not agree with the changes proposed by BusSA, AFEI and K&L Gates.	Paras 226-233	Reference to K&L Gates is to the party RK & Ors
12.	IOLE – VIC	Sub-09Mar16		14 & B.7	Minimum wages and classifications Party submits an inclusion of new classification ‘Level 7 – Legal Executive’ (<u>as defined</u>) to be considered with higher minimum level of remuneration than that of the Level 6 – Law Clerk.	Page 1-2	WITHDRAWN – see Report to Full Bench 3 June 2016 at [4]
	BusSA	Reply sub-6May16			Does not support IOLE proposal on the basis that it does not accord with the modern awards objective, it may breach the Act, and does not properly apply to South Australian businesses.	Paras 9.4 and 9.10	
13.	RK & Ors	Sub-02Mar15		24.1(a)	Weekly hours of work Insert provision allowing averaging of hours over a period greater than 28 days (but less than 12 months). Proposed wording is provided.	Attachment B – para 3	OUTSTANDING - Items 13 to 18 substantive issues: Report to Full Bench 3 June 2016

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		Sub-20Jan17			Still pursues variation, but over a period not exceeding 26 weeks. Provides wording.	Paras 3-5	
	ASU	Replysub-30Jan17			Opposes variation.	Para 4	
14.	RK & Ors	Sub-02Mar15		28.1	Daylight saving Clause should be amended so that employees are paid for the actual number of hours worked. Proposed wording is provided.	Attachment B – para 4	WITHDRAWN - See corr-10/01/17 from RK & Ors.
15.	RK & Ors	Sub-02Mar15		30	Annual salary Annual salary should be payable in satisfaction of shiftwork allowances and rates. Proposed wording is provided.	Attachment B – para 5	REFERRED - to AM2016/13 Annualised salary Full Bench (see Transcript 06 June 2016 [PN992])
	ASU	Sub-02Mar15			Annual salary should be payable in satisfaction of a greater number of provisions of the award, and should be more prescriptive in terms of how the agreement is made & terminated. Proposed wording provided.	Paras 31-32	
16.	RK & Ors	Sub-02Mar15		33.2(a)	Rest breaks The two rest periods should be subject to the 'reasonable business needs of the practice'. Proposed wording is provided.	Attachment B – para 6	OUTSTANDING - Items 13 to 18 substantive issues: Report to Full Bench 3 June 2016 Not agreed: Report to Full Bench 25

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							August 2016 . See also Corr-20/12/16 from the ASU opposing change.
		Sub-20Jan17			Clause should provide for commensurate flexibility in the taking of rest breaks to that under the Clerks Award.	Para 25	
	ASU	Replysub-30Jan17			Opposes variation.	Para 5	
	RK & Ors	Replysub-07Feb17			Employees may take their rest breaks at times that are convenient to them and their firm.	Para 3(b)	
17.	RK & Ors	Sub-02Mar15		34.5	Time off instead of payment for overtime The employer should be able to elect for the employee to be given time off instead of receiving payment for overtime.	Attachment B – para 7	REFERRED - Being dealt with in AM2014/300–Award flexibility
18.	RK & Ors	Sub-02Mar15		39	Special conditions of employment—law graduate Provisions allowing law graduates paid leave for study and exams should be more prescriptive. Proposed wording is provided.	Attachment B – para 8	OUTSTANDING - Items 13 to 18 substantive issues: Report to Full Bench 3 June 2016 Parties will consider positions. See Report to Full Bench 25

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							August 2016 See also Corr-20/12/16 from the ASU opposing change. See submissions of K&L Gates, 29 August 2017
		Sub-20Jan17			Clause should be deleted and replaced with proposed clause.	Para 26	
	ASU	Replysub-30Jan17			Opposes variation.		
	RK & Ors	Replysub-07Feb17			Proposed variation is directed at ensuring special conditions for law grads are consistent with new statutory PLT requirements.	Para 3(c)	
19	RK & Ors	Sub-13Apr16	E.3.3		<p><i>Parties are asked to identify “any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997” that they consider should not be covered by this Schedule.</i></p> <p>Party has not identified any program and do not oppose this reference being deleted from ED.</p>	Para 7-8	AGREED - amendment not opposed. Transcript 06 June 2016 [PN971-978]

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20.	RK & Ors	Sub-13Apr16	E.7		<i>In response to question: Parties are asked to review the packages listed to ensure the lists are complete and up-to-date.</i> Party has reviewed the packages listed and list is complete.	Para 9-10	AGREED - no training packages to be updated. Transcript 06 June 2016 [PN971-978]
21.	ABI&NS WBC	Sub-15Apr16	Schedule G		Definitions Legal industry definition should be amended to delete “employers” and replace with “the industry”.	Para 10.1-10.4	WITHDRAWN - in conference. See Report to Full Bench 3 June 2016
	BusSA	Reply sub-6May16			Agree with ABI & NSWBC.	Para 9.8	
	AIG	Reply sub-5May2016			Does not support proposed amendment as it is anomalous and confusing. The meaning of clauses 3.1 and 3.2 are sufficiently clear.	Paras 222-224	
22.	AFEI	Sub-15Apr16	Schedule G		Definitions Party submits legal services industry definition is defined twice.	Para 22	WITHDRAWN - in conference. See Report to Full Bench 3 June 2016 at [4]
	BusSA	Reply sub-6May16			Agree with AFEI.	Para 9.9	
	AIG	Reply sub-5May2016			Does not identify any difficulty with duplication, does not oppose AFEI.	Para 234	

List of abbreviations (in alphabetical order)

ABI&NSWBC	Australian Business Industrial and New South Wales Business Chamber
AFEI	Australian Federation of Employers and Industries
ASU	Australian Services Union

AIG	Australian Industry Group
BusSA	Business South Australia
RK & Ors	Russell Kennedy, Norton Rose Fullbright, Arnold Bloch Leibler, Hall & Wilcox, Clayton Utz, Thomson Geer, Corrs Chambers Westgarth, Maddocks, DLA Piper, Allen & Overy, Piper Alderman, Dibbs Barker, Ashurst, Herbert Smith Freehills, Minter Ellison, Allens, Gilbert & Tobin, Landers & Rogers, King & Wood Mallesons, Davies Collison Cave, and Gadens
IOLE – Vic	The Institute of Legal Executives (Victoria)