

## SUMMARY OF SUBMISSIONS

Revised as at 14 October 2015 following hearing 7 October 2015

<b>Status:</b>	<b>A = Agreed</b>	<b>C = referred to Common issue Full Bench</b>	<b>O = Outstanding technical/drafting issue</b>
	<b>R = Resolved by previous Full Bench decision</b>	<b>S = Substantive issue</b>	<b>W = Withdrawn/Not pressed</b>

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES	STATUS
1.	APTIA	<a href="#">Sub - 04Feb15</a>			<p><b>Clause renumbering</b> Some clauses have been renumbered or omitted – this may cause confusion. Would prefer to see new format more similar to current award, as new format may be more confusing particularly for those working in isolated areas, such as rural school bus driving. The following provide some sources of potential confusion: Consultation and dispute resolution moved to Part 7; New provisions included such as facilitative provisions; Inclusion of several new definitions (such as ‘on hire’), and moving definitions from clause 3 to Sched G; relocation of ‘late and early’ work.</p>	Page 2 – General Comments: paras 4, 6 & 7	No longer pressed.	W
2.	APTIA	<a href="#">Sub - 04Feb15</a>			<p><b>Examples and summaries</b> - seek clarification of value of the examples and summaries used in the ED. Part 1—Application and operation should explain the status of summaries and examples</p>	Page 2 - General Comments: paras 2-3	Issue may have been dealt with by <a href="#">[2014] FWCFB 9412</a>	R

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	ABI	<a href="#">Sub in Reply-05Mar15</a>			Submit that examples should be published through other means e.g. as annotated version of Award. - submit that premature for FWC to consider examples regarding cl 6.5(d) - reservations about example APTIA refer to in clause 11.3(d)(i) as it is open to confusion.	Para 102		
	TWU	<a href="#">Sub in reply 13Mar15</a>			TWU agrees with APTIA's second example insofar as driver should receive 3 hours for morning engagement, however disagrees that the driver should only receive 1.5 hours for the afternoon engagement. - example used for clause 11.3(d)(i) is incorrect as the driver would need to be paid a minimum of 8 hours per day.	Para 4-5, p.2		
3.	APTIA	<a href="#">Sub 04Feb15</a>			<del>New clauses -- no justification given by FWC about additional clauses and whether they enhance an understanding of operation of the Award. PTVA is well understood by the industry which is reflected by the small number of applications that have occurred seeking clarification (except clause 10.5(d))</del>	Page 3		W
4.	BusSA	<a href="#">Sub in Reply 04Mar15</a>			<del>Hourly Rates -- the method of calculating hourly rates should be included as a separate clause. Proposed clause wording provided.</del>	Page 4	Withdrawn see BusSA <a href="#">submission</a> 15 July 2015	W
	BusSA	<a href="#">Sub 15/07/15</a>			<del>BusSA is no longer pursuing this proposal.</del>	Page 9		

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5.	BusSA	<a href="#">Sub in Reply-04Mar15</a>			<b>Minimum and ordinary rates</b> - submits there is confusion as to the utilisation of ‘minimum hourly rates and ‘ordinary hourly rates’ throughout the EDs. Refers to [2014] FWCFB 9412.	Page 4	See also <a href="#">[2015] FWCFB 4658</a>	O
6.	BusSA	<a href="#">Sub - 04Feb15</a>	3.2	4	<b>Coverage</b> - definition of “passenger vehicle transportation industry” is a double up from coverage.	C.2		O
	Ai Group	<a href="#">Sub in reply-04Mar15</a>			Submits that it has not identified any difficulty arising from the duplication of the definition of “passenger vehicle transportation industry”	Para 41		
7.	ABI	<a href="#">Sub - 04Feb15</a>	3.5(a)	4	<b>Coverage</b> - ‘The Fair Work Act 2009 (the Act)’ should be replaced with ‘the Act’ as this is defined in Schedule G	Para 13		A
	APTIA	<a href="#">Sub in reply - 04Mar15</a>			APTIA supports the proposals by ABI.	Para p)		
	Ai Group	<a href="#">Sub in reply-04Mar15</a>			Does not oppose the amendment proposed by ABI.	Para 42		
	BusSA	<a href="#">Sub-15/07/15</a>			Agrees with ABI proposal.	Page 8		
8.	APTIA	<a href="#">Sub - 25Nov14</a>	4.1	7.1	<b>Award flexibility</b> Clause should specify that it applies to ‘hours of work’ and ‘breaks’.	Page 5	Conference between the parties to occur.	S
	TWU	<a href="#">Sub-28/08/15</a>			Opposes variation sought.	Para 9	TWU have requested a specially constituted Full bench to deal with this variation.	

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	ABI & NSWBC	<a href="#">Reply sub-28/08/15</a>			Does not oppose variation sought. The intent of the variation sought is merely to clarify the position which currently exists within the Award.	Para 3.24-3.25	The matter can be dealt with little formality if the Commission considers variation self-evident.	
9.	ABI	<a href="#">Sub - 04Feb15</a>	5.2		<b>Facilitative provisions</b> Table should describe the following facilitative provisions: (a) the table in clause 6.4(c) should state 'Part-time employment - variation to hours' rather than 'additional hours'; and (b) the table in clause 8.1(c)(i) should refer to 'accumulation of rostered days off' rather than just a generic reference to 'hours of work'.	Para 14	Conference to be held regarding this issue.	O
	APTIA	<a href="#">Sub in reply - 04Mar15</a>			APTIA supports the proposals by ABI.	Para p)		
	Ai Group	<a href="#">Sub in reply- 04Mar15</a>			Opposes ABI submission re clause 6.4(c) – part-time employment - does not oppose the amendment proposed by ABI regarding clause 8.1(c)(i)	Para 43		
	BusSA	<a href="#">Sub in Reply- 04Mar15</a>			Supports ABI submission that the reference to the facilitative nature of clause 6.4(c) should be 'variation to hours' rather than 'additional hours'.	Page 7		

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10.	Ai Group	<a href="#">Sub - 04/02/15</a>	6.4(a)(iii)	10.4(h)	<b>Part-time employment</b> - proposed 6.4(a)(iii) is not confined to 'the terms of award' unlike current clause and could therefore extend to over-award pay and entitlements. This is a substantive change and could impose additional costs on employers. Clause also gives rise to ambiguity - not clear what 'same kind of work' means. Retain current wording.	Paras 6.1 - 6.3	Agreed matter – parties agree to retain current wording.	A
	APTIA	<a href="#">Sub in reply - 04Mar15</a>			Supports contention of Ai Group and submits that any change to the provisions of the current award which may give rise to an ambiguity should not occur in the ED.	Para a)		
	ABI	<a href="#">Sub in Reply- 05Mar15</a>			Submits Ai Group's submissions are correct and should be adopted.	Para 87		
	TWU	<a href="#">Sub in reply 06Mar15</a>			Agrees with Ai Group in relation to cl 6.4 (a)(iii)	Para 1		
	BusSA	<a href="#">Sub-15/07/15</a>			Agrees with Ai Group's proposal.	Page 8		
11.	Ai Group	<a href="#">Sub - 04Feb15</a>	6.4(e)	10.4(c)	<b>Part-time employment</b> - reference to 6.4(b)(i) should be to 6.4(b)(i)-(iii). Current 10.4(c) states that additional hours to those specified in cl 10.4(b)(i) may be offered and worked by agreement. Therefore, the number of hours, days they are worked and starting/finishing times may be varied. This is not reflected in ED.	Paras 6.4 - 6.5	Incorrect cross-reference.	A
	APTIA	<a href="#">Sub in reply - 04Mar15</a>			Support the contention of the Ai Group.	Para (b)		

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	ABI	<a href="#">Sub in Reply-05Mar15</a>			The TWU and Ai Group submissions are correct and the Ai Group proposals should be adopted in order to avoid a substantive change to award.	Para 88		
	TWU	<a href="#">Sub in reply 06Mar15</a>			Agrees with Ai Group in relation to cl 6.4 (e).	Para 1		
12.	Ai Group	<a href="#">Sub - 04Feb15</a>	6.4(f)	10.4(d)	<b>Part-time employment - typo</b> - 6.4(f) states 'for employee's the classification' instead of 'for the employee's classification'.	Para 6.6	Typographical error	<b>A</b>
	BusSA	<a href="#">Sub-15/07/15</a>			Agrees with Ai Group's submission.	Page 8		
13.	TWU	<a href="#">Sub - 04Feb15</a>	6.4(e), (f) & (h)	10.4(c), (d) & (g)	<b>Part-time employment</b> - As a consequence of changes to 6.4(a), following amendments should be made: - to 6.4(e): 'Additional hours to those specified in clause 6.4(b) may be offered ...' - to 6.4(f): replace reference to 6.4(b)(i) with 6.4(b) -to 6.4(h): replace reference to 6.4(b)(i) with 6.4(b). Also, appears to be confusion between terms of 6.4(b) & 6.4(e) re whether particular additional hours are paid at ordinary or overtime rates.	Paras 3 - 6	Parties would like a conference.	<b>O</b>
	APTIA	<a href="#">Sub in reply - 04Mar15</a>			The ED with respect to part-time employees should be duplicate of clauses 10.4 (a) – (i) in the current award.	Para h)		
	Ai Group	<a href="#">Sub in reply- 04Mar15</a>			In response to TWU submission, Ai Group accepts that cl 6.4(e), as presently drafted, does not properly reflect current clause 10.4(c).	Para 45-49		

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					<ul style="list-style-type: none"> <li>- submits that appropriate cross-reference is to clauses 6.4(b)(i) – (iii).</li> <li>- 6.4(f) – provision should also be amended by substituting the reference to clause 6.4(b)(i) with a reference to clause 6.4(b)(i) – (iii).</li> <li>- 6.4(h) - submit that it should instead refer to clause 6.4(b)(i) – (iii)</li> <li>- opposes TWU’s view that clause 6.4(h), read with clause 6.4(e), is confusing.</li> </ul>			
	ABI	<a href="#">Sub in Reply-05Mar15</a>			Disagree with TWU's submission that there is any confusion or inconsistency between clause 6.4(h) and the other provisions of clause 6.4.	Para 89		
	BusSA	<a href="#">Sub-15/07/15</a>			Agrees with Ai Group’s submissions in response to TWU’s submissions.	Page 8		
	TWU	<a href="#">Sub-20/07/15</a>			Agrees with Ai Group’s submissions. The appropriate cross reference should be to 6.4(b)(i), (ii) and (iii).	Para 3		
	Ai Group	<a href="#">Reply sub-28/08/15</a>			Given that TWU agrees with our submissions, the cross-references contained in those clauses should be amended to read ‘clauses 6.4(b)(i)-(iii).	Para 447		
14.	APTIA	<a href="#">Sub - 04Feb15</a>  <a href="#">Sub - 25Nov14</a>	6.5(d)(i) & (ii)	10.5(d)	<p><b>Minimum engagement for casuals</b></p> <p>10.5(c) is not a ‘wages’ clause and minimum engagements for casuals are not contained in 6.5(d)(i) &amp; (ii).</p> <p>After five years of becoming familiar with current arrangement another familiarity exercise will occur (an unintended consequence</p>	<p>Page 2 - General Comments: para 5</p> <p>Page 5</p>		C/S

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					of the ED)  Clause should specify circumstances in which the employer and a casual employee can agree to a lesser minimum payment			
	TWU	<a href="#">Reply sub-28/08/15</a>			Opposes variation sought.	Para 10	Party has requested a specially constituted Full bench to deal with this variation, see	
	ABI & NSWBC	<a href="#">Reply sub-28/08/15</a>			Supports APTIA variation sought.	Para 3.14-3.16	Party has suggested that claims be referred to the 'casual/part-time' Full Bench.	
<b>15.</b>	TWU	<a href="#">Sub - 25Nov14</a>	6.5(d)	10.5(d)	Proposed additional 10.5(e) to clarify confusion: 'where a casual employee solely engaged for the purpose of transportation of school children works a split shift arrangement, the two hour minimum shall apply to each portion of the shift'.	Page 3		<b>As per 14</b>
	ABI & NSWBC	<a href="#">Reply sub-28/08/15</a>			Does not support TWU variation sought.	Para 3.14-3.16	Party has requested that claims be referred to the 'casual/part-time' Full Bench.	



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16.	FWO	<a href="#">Sub - 24Nov14</a>	6.5(d)(ii)	10.5(d)	<b>Minimum engagement for casuals</b> Unclear whether a casual employee employed to collect school children in the morning and then again in the afternoon is entitled to be paid a minimum of two hours for each run.	Item 17		As per 14
	APTIA	<a href="#">Sub-12May15</a>			Supports the view on that term engagement is meant to refer to a start so that during the day a school bus driver who takes school students to school in the morning and brings back in the afternoon is entitled to a 2 hour minimum payment for each of those two starts.	Para 11-13		
17.	TWU	<a href="#">Sub - 04Feb15</a>  <a href="#">Sub - 25Nov14</a>  <a href="#">Sub-20/07/15</a>	6.5(d)	10.5(d)	<b>Minimum engagement for casuals</b> <i>Parties are asked to clarify whether the minimum payment applies to each shift i.e. two hours 'to school' plus two hours 'from school'.</i>  Minimum of two hours applies to each of the engagements (to school and from school). The word 'engagement' was deliberately chosen rather than 'shift' to emphasise the difference.  Proposed additional 10.5(e) to clarify confusion: 'where a casual employee solely engaged for the purpose of transportation of school children works a split shift arrangement, the two hour minimum shall apply to each portion of the shift'.	Para 8  Page 3  Para 6-13	Parties to hold discussions and inform Commission when ready for conference See <a href="#">transcript</a> , 2 December 2014 at PN431 & 435	As per 14

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	APTIA	<a href="#">Sub - 04Feb15</a>			Example of operation of clause - refer to p.5 of submission for proposed example. Minimum engagement only applies to engagements solely for taking children to and from school.	Pages 4 & 5		
	AWU	<a href="#">Sub - 05Feb15</a>			Supports variation proposed by TWU on <a href="#">25/11/15</a> to include new subclause clarifying minimum engagement periods of casual drivers engaged for purpose of transporting school children. Use of word 'engagement' indicates school drivers are to be treated differently to full-time, part-time and other casual employees whose minimum engagement is a 'day' or 'shift'. Minimum payment for two hours on both engagements.	Paras 2 - 3		
	AFEI	<a href="#">Sub - 06Feb15</a>			Submits a single 'engagement' can include transportation of children both to and from school, and this engagement is two hours. By virtue of broken shift provisions the engagement could be split as one hour to school and one hour from school. The other interpretation would result in school bus drivers having a longer minimum engagement than other passenger vehicle drivers when they perform work at both ends of a shift. Submits that this is not intention of the provision.	Paras 3 - 4		
	BusSA	<a href="#">Sub in Reply- 04Mar15</a>			Supports AFEI & APTIA submission where a minimum engagement can be split over broken shifts.	Page 7		

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	BusSA	<a href="#">Reply sub-28/08/15</a>				Para 68-70		
	APTIA	<a href="#">Sub in reply - 04Mar15</a>			APTIA agrees with this interpretation by the TWU and notes that the clause only applies where casual school bus drivers do not do other work during those two engagements.	Para j)		
	TWU	<a href="#">Sub in reply 06Mar15</a>			TWU disagrees with AFEI submission and refers to its submission of 4 February 2015 and the decision of Commissioner Bissett in <i>Australian Public Transport Industrial Association</i> [2013] FWC 3221.	Para 1, p.2		
	APTIA	<a href="#">Sub-21/08/15</a>			Agrees with the principle adopted by TWU that an 'engagement' as referred to in ED means 'each start' but does not agree with proposed wording as it does not accurately describe the role of a school bus driver.	Para 6-11		
	BusSA	<a href="#">Reply sub-28/08/15</a>			Opposes TWU's submission.	Para 68-70		
	AFEI	<a href="#">Reply sub-01/09/15</a>			Supports APTIA's submissions made on 21/08/2015.	Para 39		

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18.	APTIA	<a href="#">Sub - 04Feb15</a>	6.5(e)		<b>Clauses that don't apply to casuals:</b> <i>Parties are asked to provide a list of provisions that do not apply to casual employees.</i> - 5 - facilitative provisions - 8.1 - ordinary hours and roster cycles - 8.2 - notice requirements - 14 - overtime - 15 - annual leave - 20 - termination of employment - 21 - redundancy	Page 4	See also Full Bench decided to remove sub-clause and the note from EDs in Decision <a href="#">[2014] FWCFB 9412</a> , see para [69].	R	
	TWU	<a href="#">Sub - 04Feb15</a>			- 8.1(c)(i) - rostered days off - 15 - annual leave - 16 - personal/carer's leave - 17 - parental leave - 18 - community service leave - 19.2 - paid public holidays not worked - 21 - termination of employment	Para 7			
	APTIA	<a href="#">Sub in reply - 04Mar15</a>			APTIA relies on its submissions with respect to those provisions that should be excluded.	Para i)			
	Ai Group	<a href="#">Sub in reply- 04Mar15</a>			Clause 6.5(e) should be deleted.	Para 50			Provision should be deleted in accordance with <a href="#">[2015] FWCFB 4658</a> .
	Ai Group	<a href="#">Reply sub- 28/08/15</a>							
	AWU	<a href="#">Sub in Reply- 04Mar15</a>			AWU submits that all entitlements within the Award apply to casual employees unless the entitlement expressly states that it does not	Para 7-10			

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					apply to casual employees, or is not practically capable of application to a casual employee having regard to their limited expectations of regular ongoing employment.			
	APTIA	<a href="#">Sub-12May15</a>			The following clauses are specifically excluded for casuals: <ul style="list-style-type: none"> <li>- Clause 5 – Facilitative provisions;</li> <li>- Clause 8.1(c) – Rostered day off</li> <li>- Clause 15 – Annual leave</li> <li>- Clause 16 – Personal leave</li> <li>- Clause 19 – Public holidays</li> <li>- Clause 20 – Termination of Employment</li> <li>- Clause 21 – Redundancy</li> </ul>			
19.	AFEI	<a href="#">Sub - 06Feb15</a>	8.1(a)	21.1, 10.5(a) & (c)	<b>Ordinary hours</b> ED amends award by confining operation to full-time employees. Current clause not so restricted and should be retained. AFEI is opposed to a span of hours for two-driver operations.	Paras 5 - 6	Conference to be held to narrow issue.	
	APTIA	<a href="#">Sub in reply - 04Mar15</a>			APTIA supports proposals by AFEI with respect to the issues of span of hours especially where it opposes the introduction of a span of hours for two-up drivers.	Para q)		
	Ai Group	<a href="#">Sub in reply- 04Mar15</a>			Ai Group agrees with AFEI's submission regarding the reference to full-time employees in clause 8.1(a) of the ED and shares the AFEI's view, that a span of hours should not be	Para 51, 52		

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					introduced with respect to employees engaged on two-up driving operations.			
	BusSA	<a href="#">Sub in Reply-04Mar15</a>			Supports retaining the wording of the current modern award in clause 8.1(a) of the ED	Page 7		
	ABI	<a href="#">Sub in Reply-05Mar15</a>			Agree with both AFEI and the Ai Group that there is no need for a span of ordinary hours to be introduced for two-driver operations.	Para 91		
	TWU	<a href="#">Sub in reply 06Mar15</a>			Regarding AFEI submission, the practical effect of the definition of a full-time employee under the current Award in clause 10.3(a) has the same effect as only a full-time employee is engaged to work an average of 38 hours per week.			
	TWU	<a href="#">Sub-20/07/15</a>			Seeks to vary clause to insert a span of hours between 6am and 7pm.	Para 18-19		
	APTIA	<a href="#">Sub-21/08/15</a>			Strongly opposes any substantive change to ordinary hours.	Para 20-22	Party seeks the matter to be referred to a Full Bench.	
	ABI & NSWBC	<a href="#">Reply sub-28/08/15</a>			Opposed to variation sought as it may not achieve the modern awards objective.	Para 3.19-3.20		
	AFEI	<a href="#">Reply sub-01/09/15</a>			AFEI supports the submissions of APTIA dated 21/08/15.	Para 39	Party seeks the matter to be referred to a Full Bench	
20.	APTIA	<a href="#">Sub - 04Feb15</a>	8.1(a)	10.5(a) & (c)	<b>Ordinary hours/two driver operations</b> APTIA does not understand how clauses 10.5(a) & (c) are relevant to this section	Page 4		
	APTIA	<a href="#">Sub-12May15</a>				Para 16		<b>A</b>

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	TWU	<a href="#">Sub - 04Feb15</a>			Party submits that current clause relates to payment of wages and has no bearing on hours of work. The references provided are incorrect. TWU reserves its position on question posed in ED until matter is clarified	Paras 9 - 10		
	APTIA	<a href="#">Sub in reply - 04Mar15</a>			APTIA agrees with the TWU interpretation.	Para k)		
	BusSA	<a href="#">Sub-15/07/15</a>			Supports the submissions of APTIA and TWU.	Page 8		
<b>21.</b>	Ai Group	<a href="#">Sub - 04Feb15</a>	8.1(a)	21.1	<b>Ordinary hours and roster cycles</b> 21.1 of current award is not confined to full-time employees (also applies to casual employees) - relevant words should be deleted from 8.1(a). Words 'up to 38 hours per week' should also be inserted, as without this, the clause requires casual employees to work 38 ordinary hours a week contrary to clause 6.4(a).	Para 6.7 - 6.8  Para 449	Related to Item 19.	
	Ai Group	<a href="#">Reply sub- 28/08/15</a>			10.5(a) & (c) deal with payment of wages. It is unclear whether this is meant to be a reference to other provisions of the ED. ED should not be amended to insert span of hours as it would be substantive change. Insertion of span would impose inflexibilities on employers and additional costs. Enterprise specific spans may be included in enterprise agreements.	Paras 6.9 - 6.11		<b>O</b>
	TWU	<a href="#">Sub in reply 06Mar15</a>			Disagree that the clause should be amended to 'up to 38 hours per week'. Furthermore, 6.4 (a)	Para 2, p.3		

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					refers to part-time employment not casual employment.			
	APTIA	<a href="#">Sub-12/05/15</a>			Wording should be “the ordinary hours of work will be an average of 38 hours per week”.	Para 25(iii)		
	BusSA	<a href="#">Sub-15/07/15</a>			Supports the submission of Ai Group in relation to the insertion of the words ‘up to 38 hours a week’.	Page 8		
22.	TWU	<a href="#">Sub - 04Feb15</a>	8.1(a)	21.1	<b>Ordinary hours of work and rostering</b> Amend clause to specify that ordinary hours are to be worked between 6 am and 7 pm.	Page 6	To be referred to a Full Bench - related to Item 19.	<b>See 19</b>
23.	Ai Group	<a href="#">Sub - 04Feb15</a>	8.1(c)(i)	21.2	<b>Ordinary hours of work and rostering - typographical error</b> Typographical error at 8.1(c)(i). Amend clause to: ‘... by agreement between <u>the</u> employer and employee ...’	Para 6.12		<b>A</b>
	ABI	<a href="#">Sub in Reply-05Mar15</a>			Support Ai Group submission.	Para 92		
	BusSA	<a href="#">Sub-15/07/15</a>			Supports the submission of Ai Group.	Page 8		
24.	AFEI	<a href="#">Sub - 05Feb15</a>	9	22	<b>Breaks</b> The heading reads ‘unpaid meal breaks’ but clause 9.3 provides for paid crib breaks. Clause should be headed ‘meal breaks’.	Para 7	Parties agree this should be changed but inconsistency as to whether the heading should be “Breaks” or “Meal breaks” – conference to be held.	<b>O</b>
	APTIA	<a href="#">Sub in reply - 04Mar15</a>			To be consistent, APTIA considers that this clause should be headed ‘Breaks’ as it is in current award.	Para r)		
	Ai Group	<a href="#">Sub in reply-04Mar15</a>			Does not oppose the amendment proposed by AFEI to the heading to clause 9 of the ED.	Para 53		



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	ABI	<a href="#">Sub in Reply-05Mar15</a>			Support AFEI submission.	Para 93		
	BusSA	<a href="#">Sub-15/07/15</a>			Supports the submissions of AFEI	Page 8		
25.	APTIA	<a href="#">Sub-12/05/15</a>	10.1		The table should refer to “Full-time or Part-time minimum hourly rate” and “Full-time and Part-time hourly rate” instead of “minimum hourly rate” and “minimum weekly rate”.	Para 25(iv)	This claim has been withdrawn.	W
	Ai Group	<a href="#">Reply sub-28/08/15</a>			Do not agree with APTIA’s submissions. Proposed amendments are unnecessary as the table makes it sufficiently clear the first two columns apply to full-time and part-time employees.	Para 450		
26.	ABI	<a href="#">Sub - 04Feb15</a>	10.2	14.2	<b>Junior employees</b> - change in way ages in table defined may lead to confusion. Party submits that ‘under 19’ is clearer than ‘18 years and under’. Retain current wording	Para 15		A
	APTIA	<a href="#">Sub in reply - 04Mar15</a>			APTIA supports the proposals by ABI.	Para p)		
	Ai Group	<a href="#">Sub in reply- 04Mar15</a>			Not opposed to retention of the terminology used in the current clause 14.2(a)	Para 54		
	BusSA	<a href="#">Sub in Reply- 04Mar15</a>			Supports retaining the wording in the current award regarding ‘Under 19’, and removing the reference to ‘18 years and under’.	Page 7		
27.	Ai Group	<a href="#">Sub - 04Feb15</a>	10.5(a)	19.1	<b>Payment of wages</b> - Words ‘pay week’ at end of 10.5(a) should be substituted with ‘pay period’ as per current cl 19.1 as award provides for a weekly or fortnightly pay cycle.	Para 6.13		A

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES	STATUS
	APTIA	<a href="#">Sub in reply - 04Mar15</a>			Submits that any change which deviates from the current award should be justified or should not occur at all.	Para c)		
	ABI	<a href="#">Sub in Reply- 05Mar15</a>			Submit that Ai Group submission is correct.	Para 94		
	BusSA	<a href="#">Sub-15/07/15</a>			Supports the submissions of Ai Group	Page 8		
28.	BusSA	<a href="#">Sub - 04Feb15</a>	11	15	<b>Allowances</b> - percentage of required standard rate has been removed. Percentages should remain for clarity and transparency, particularly when there are future variations	E.3	Percentages moved to Schedule C	
	Ai Group	<a href="#">Sub in reply- 04Mar15</a>			Agree with BusSA that formulae should be retained, however have not identified any difficulty arising from retention of relevant percentages in Sched C, rather than body of award.	Para 55	Issue may have been resolved by <a href="#">[2014] FWCFB 9412</a>	O
	TWU	<a href="#">Sub in reply 06Mar15</a>			Submits that the resultant difference from increasing a percentage rate compared to a monthly rate is negligible and support the substitution of percentages with monetary amounts.	Para 1		
29.	APTIA	<a href="#">Sub - 04Feb15</a>	11.3(d)(i)	15.2(e)(i)	<del><b>Allowances - living away from home</b></del> Party provided example to be incorporated into ED. See pages 5-6 of submission for proposed example.	Pages 5-6	Claim no longer pressed.	
	Ai Group	<a href="#">Sub - 04Feb15</a>			The ED varies from current clause by requiring payment of penalty rates for actual time worked on any day of the week. Opposed to this interpretation of current clause.	Paras 6.14-6.16		W

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES	STATUS
					<p>The separate references to a minimum payment of eight hours on Saturday and Sunday in the current clause would be redundant if the interpretation adopted in the ED were correct. 11.3(d) should be substituted with:</p> <p>‘(d) Living away from home allowance:</p> <p>(i) An employee whose employment requires them to be absent from home and who is unable to conveniently return home will be paid:</p> <p>– A minimum of eight hours per day, Monday to Friday;</p> <p>– A minimum of eight hours per day, Saturday and Sunday, plus penalty rates for actual time worked on such days in accordance with Part 5 – Penalties and Overtime.’</p>			
	APTIA	<a href="#">Sub in reply- 04Mar15</a>			Support the contention of the Ai Group that the current award provision should apply.	Para d)		
	AWU	<a href="#">Sub in Reply- 04Mar15</a>			Submits that cl 11.3(d) of the ED correctly characterises the entitlements which apply to employees who receive the living away from home allowance.	Para 11-14		
	ABI	<a href="#">Sub in Reply- 05Mar15</a>			Supports Ai Group submission.	Para 95		
	TWU	<a href="#">Sub in reply 06Mar15</a>			Disagrees with Ai Group submission.	Para 3		

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES	STATUS
30.	TWU	<a href="#">Sub - 04Feb15</a> <a href="#">Sub-20/07/15</a>	11.3(g)	15.2(e)	<b>Allowances - medical examination allowance</b> Narrow the scope for requesting medical examinations and confine the release of the medical evidence to the employer/employee to what is relevant to the inherent requirements of the job.	Page 4  Para 14-17	Parties to hold discussions and inform Commission when ready for conference See <a href="#">transcript</a> , 2 December 2014 at PN431 & 435	O
	APTIA	<a href="#">Sub-21/08/15</a>			Opposes the proposed changed sought by TWU.	Para 12-19		
	ABI & NSWBC	<a href="#">Reply sub-28/08/15</a>			Opposed variation sought by TWU as it is not convinced that the variation is necessary to meet the modern awards objective.	Para 3.17-3.18	It appears that ABI & NSWBC and TWU share the view that the claim can be dealt with on 7 and October 2015.	
	BusSA	<a href="#">Reply sub-28/08/15</a>			Supports APTIA's arguments opposing TWU's proposal and furthermore supports the proposal wording change to this clause which will ensure the medical exam will be restricted to the employees ability to perform the inherent abilities to the perform the job.	Para 73		
	AFEI	<a href="#">Reply sub-01/09/15</a>			AFEI supports the submissions of APTIA dated 21/08/15.	Para 39		

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES	STATUS
31.	TWU	<a href="#">Sub - 04Feb15</a>	13.1(a)	23.5	<p><b>Penalty rates - late and early work</b> Opposes wording of 13.1(a) as it could be interpreted to mean that penalties only apply to work outside the span of ordinary hours. Proposes reverting to current wording in 23.5.</p> <p>Amend clause to clarify that penalty payable on all ordinary hours worked where any of the ordinary hours are worked outside the 6am to 7pm span.</p>	Paras 11 - 12  Page 6	Parties to hold discussions and inform Commission when ready for conference See <a href="#">transcript</a> , 2 December 2014 at PN431 & 435	O
	APTIA	<a href="#">Sub - 04Feb15</a>			<p>‘Late and early’ work has moved to a part of the penalty rates and the definition clause does not reflect the current award. Retain current clause. Party provided example to be incorporated into ED. See page 6 of submission for proposed example.</p>	Para 6, p.3  Page 6		
	APTIA	<a href="#">Sub in reply - 4Mar15</a>			APTIA submits that the wording of clause 13.1 (a) does span of hours and that the early and late loading does not impact on the ordinary hours. APTIA opposes the TWU contentions	Para 1)		
	APTIA	<a href="#">Sub-21/08/15</a>				Para 23-24		
	Ai Group	<a href="#">Sub in reply- 04Mar15</a>			Do not oppose an amendment to clause 13.1(a) such that it reflects the current clause 23.5.	Para 56		
	ABI	<a href="#">Sub in Reply- 05Mar15</a>			Do not oppose TWU's suggestion to retain existing terminology relating to early and late work.	Para 96		
	TWU	<a href="#">Sub in</a>			Refers to earlier submission of 4 February and	Para 1 and 6		

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES	STATUS
		<a href="#">reply_06Mar15</a> <a href="#">Sub-20/07/15</a>			supports APTIA submission regarding retaining current clause. Submits that this clause is a penalty provision and the 15% applies to all hours worked, not just the hour before 6am.	Para 20-22		
	ABI & NSWBC	<a href="#">Reply sub-28/08/15</a>			Opposed to variation sought.	Para 3.21-3.23		
	BusSA	<a href="#">Reply sub-28/08/15</a>			Opposes variation sought by TWU on the basis that such variations are unnecessary but supports proposal by several employer parties that current award provisions be reinserted in 13.1(a)	Para 72		
	AFEI	<a href="#">Reply sub-01/09/15</a>			AFEI supports the submissions of APTIA dated 21/08/15.	Para 39		
32.	APTIA  APTIA	<a href="#">Sub - 04Feb15</a>  <a href="#">Sub-12May15</a>	13.2	23.6 and 23.6(b)	<b>Penalty rates - payment on public holidays (two-driver operations)</b> <i>Parties are asked to comment on the application of this clause in relation to payment for work performed on public holidays. Is an employee always entitled to be paid an additional 8 hours on a public holiday (even where the employee does not work an eight hour shift) or is an employee entitled to double time for all hours actually worked on a public holiday?</i>  An employee should only be entitled to public holiday payments if they are rostered to work	Page 4  Para 17-22		<b>O</b>

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES	STATUS
					on the day of the holiday. If they would have been rostered on but for the holiday, the employee should be paid what they would have otherwise received had they worked and had that day not been a public holiday. No payment should be received if the day upon which the public holiday fell was a non-rostered day for the employee.			
	TWU	<a href="#">Sub - 04Feb15</a>			When working on a public holiday an employee is entitled to applicable penalty rate for work performed as well as payment for the day as 'payment for the day' has historically been a separate component not included as a penalty.	Paras 13 – 15		
	TWU	<a href="#">Sub-28/08/15</a>			In reviewing this clause an anomaly has arisen in relation to the pay entitlement for an employee on a two-driver operation working on a Christmas day that falls on a Sunday. <b>See also <a href="#">Sub-20/07/15 – issue re anomaly not pressed</a></b>	Para 3  Para 4		
	AWU	<a href="#">Sub - 05Feb15</a>			Employees working on public holidays are entitled to a further payment of 8 hours regardless of how many hours they work. Where in excess of 10 hours are worked on a public holiday, employees entitled to overtime in accordance with cl 14.	Paras 4 - 6		

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES	STATUS
	BusSA	<a href="#">Sub - 04Feb15</a>			Employee is not entitled to an 'additional 8 hours' on a public holiday if the employee does not work an 8 hour shift.	C.4		
	APTIA	<a href="#">Sub in reply - 04Mar15</a>			Supports the contention that an employee should not be entitled to an additional 8 hours on a public holiday if they are not usually working as part of their shift. This is already subject of consideration of Common Issues section of the 4 yearly reviews and should not be part of the exposure draft.	Para f)		
	APTIA	<a href="#">Sub in reply - 04Mar15</a>			Opposes TWU contentions. To change the rates of pay for two-up drivers that have worked effectively in a very narrow part of the industry for many years would be counter-productive, especially when there has been no pressure brought to bear to change the unique nature of the operation. APTIA's contention that the overtime loadings have never applied to the industry and that the casual loading only applied as referred to in clause 13.2.	Para m)		
	TWU	<a href="#">Sub in reply 06Mar15</a>			Disagrees with APTIA submission, Ai Group submission and BusSA submission in relation to cl. 13.2, and refers to its submission of 4 February.	Para 2 and 6		



ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES	STATUS
33.	AWU	<a href="#">Sub - 05Feb15</a>	13.2		<b>Overtime and penalty rates - two-driver operations - casual rates in table</b> - Error in table. Rate for casual employees working on public holiday other than Good Friday or Christmas should be paid 125% plus an additional 8 hours.	Paras 4 - 6		O
	Ai Group	<a href="#">Sub - 04Feb15</a>			Party submits rates in 13.2 are in substitution of the casual loading and therefore 'casual rate' column should be deleted.	Para 6.17		
	TWU	<a href="#">Sub in reply 06Mar15</a>			Agree with the AWU submission regarding error in table. Agree that casual rate should be 125%. Disagree with the submission by Ai Group.	Para 1 and 4 (page 3)		
	APTIA	<a href="#">Sub-21/08/15</a>			Supports the 125% to casuals on public holidays but not an extra 8 hours if the casual employee does not work that number of hours.	Para 28		
	AFEI	<a href="#">Reply sub-01/09/15</a>			AFEI supports the submissions of APTIA dated 21/08/15.	Para 39		
34.	ABI	<a href="#">Sub - 04Feb15</a>		23.6(b)	<b>Overtime and penalty rates - two-driver operations - retain current cl. 23.6(b)</b> Current cl 23.6(b) has been omitted from ED. Party submits it should be retained in the ED after the table in 13.2.	Para 16	<i>No submission from TWU re this issue</i>	A
	APTIA	<a href="#">Sub in reply - 04Mar15</a>			APTIA supports the proposal by ABI in relation to clause 13.2.	Para p)		

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES	STATUS
	Ai Group	<a href="#">Sub in reply-04Mar15</a>			Concurs with the proposal by ABI that clause 23.6(b) of current award should be retained and refer to their earlier submissions of 4 Feb.	Para 57		
	BusSA	<a href="#">Sub in Reply-04Mar15</a>			Supports the proposals by ABI and supports the rewording in the ED at cl 13.2.	Page 8		
	Ai Group	<a href="#">Sub - 04Feb15</a>			Current cl 23.6(b) should be retained as it establishes a relationship between the penalty rates for employees on two-driver operations and other penalties and loadings in the ED.	Para 6.18		
35.	Ai Group	<a href="#">Sub - 04Feb15</a>	14.1(a)(i)	23.1	<b>Overtime - definition of overtime</b> - 14.1(a)(i) should refer to 8.1(a) and (b) to properly reflect reference to 21.1 in current clause 23.1.	Para 6.19		<b>A</b>
36.	APTIA	<a href="#">Sub - 04Feb15</a>	15	24	<b>Annual leave</b> - clause may be affected by AM2014/47. The exemption for payment of annual leave has been part of the industry in the pre-modern awards and has been included because of other benefits to employees reflected in modern award. Inconsistency is unintended consequence and should be corrected as per relevant legislation.	Pages 4 – 5	Annual leave loading on termination issue – see paras 26–28 of <a href="#">Full Bench Decision - [2015] FWCFB 5771</a>	<b>C – Annual leave</b>
	APTIA	<a href="#">Sub-12May15</a>				Para 23-24		
37.	Ai Group	<a href="#">Sub - 04/02/15</a>	15.2	24.2	<b>Additional leave for certain shiftworkers</b> - reference to 15.1 should be amended to read 's.87(1)(b) of the Act' in line with full bench decision.	Paras 6.20 - 6.21		<b>A</b>
	ABI	<a href="#">Sub in Reply-05Mar15</a>			Submit that Ai Group submission is correct and should be adopted.	Para 97		
	BusSA	<a href="#">Sub-15/07/15</a>			Supports the submissions of Ai Group	Page 8		

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES	STATUS
38.	APTIA	<a href="#">Sub—04Feb15</a>	15.3	24.3	<b>Annual leave</b> – APTIA provided example to be incorporated into ED. See page 6 of submission for proposed example.	Page 6		W
39.	TWU	<a href="#">Sub—25Nov14</a>	21.3	12.2	<b>Redundancy – transfer to lower paid duties</b> The current clause undermines NES in relation to the ‘suitable alternative employment’ test (s.120 of Act) and should be deleted.	Page 4	<i>Is this to be pressed? No further submissions</i>	W
40.	TWU	<a href="#">Sub—25Nov14</a>	23	9	<b>Dispute resolution</b> Insert a dispute resolution training leave clause.	Page 2	<i>Is this to be pressed? No further subs</i>	W
41.	TWU	<a href="#">Sub - 25Nov14</a>		17	<b>Accident pay</b> Maintain transitional provision in recognition of heightened risk of injury in the industry.	Page 5	TWU have requested a separate Full bench to deal with this, see <a href="#">submission (28/08/15)</a> ; award not mentioned in Transitional provisions decision <a href="#">Decision - [2015] FWCFB 3523</a>	C
42.	APTIA	<a href="#">Sub—04Feb15</a>	A.3	B.3	<b>Grade 3 classification</b> APTIA provided example to be incorporated into ED. Please see page 6 of submission for proposed example.	Page 6		W
	TWU	<a href="#">Sub in reply 06Mar15</a>			Disagrees with the submission in relation to this example. Submit that the correct grade for a driver who issues tickets, balances and accounts for tickets and inspects the general condition of the bus is Grade 4.	Para 8, p.2		

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES	STATUS
43.	Ai Group	<a href="#">Sub - 04Feb15</a>	A.6(b)(ii) - (iv)	B.6(b)(ii) - (iv)	<b>Grade 6 classification</b> Submits clauses should be substituted with following to properly reflect current award: ‘(iii) is required: - to have a customer service focus; and - to provide support to operations officers at special events including supervision and co-ordination of transport movements; and is responsible for routine probationary service monitoring and assessment of new drivers.’ Amendment makes clear that both of the above elements are required of the employee to classify as a grade 6 employee.	Paras 6.22 - 6.23		A
	ABI	<a href="#">Sub in Reply- 05Mar15</a>			Ai Group submission is correct.	Para 98		
44.	BusSA	<a href="#">Sub - 04Feb15</a>	B.1.1 & B.1.2		<b>Rates of pay - full-time and part-time employees</b> Replace titles ‘ordinary and penalty rates’ with ‘minimum and penalty rates’ to provide consistency and avoid ambiguity.	C.5	See also <a href="#">[2015] FWBFB 4658</a>	R
	Ai Group	<a href="#">Sub in reply- 04Mar15</a>			The amendment proposed is not necessary.	Para 58		
	AWU	<a href="#">Sub in Reply- 04Mar15</a>			Submit the wording as it currently appears in the ED is preferable. Also submits that a reference to “ordinary rates” in the respective headings is more appropriate than a reference to “minimum rates”.	Para 2-3		
	ABI	<a href="#">Sub in Reply-</a>			Support BusSA submission.	Para 99		

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES	STATUS
		<a href="#">05Mar15</a>						
45.	BusSA	<a href="#">Sub - 04Feb15</a>	B.1.2		<b>Full-time and part-time employees on two-driver operations</b> Rates in fifth column for Good Friday or Christmas Day are incorrect	C.6	Conference to be held.	O
	Ai Group	<a href="#">Sub in reply- 04Mar15</a>			Ai Group is concerned that the rates contained in Schedule B.1.2 may not be accurate, given the issues we have raised above regarding clause 13.2 of the ED. Reserve rights to make submissions later.	Para 59		
	AWU	<a href="#">Sub in Reply- 04Mar15</a>			Opposes BusSA submission that rates are incorrect, contends that they are accurate	Para 4-5		
46.	BusSA	<a href="#">Sub - 04Feb15</a>	B.2.2		<b>Casual employees on two-driver operations - ordinary and penalty rates</b> All rates of pay in table are incorrect as they don't include casual loading of 25%. Also, rates in fifth column are incorrect	C.7	Conference to be held.	O
	AWU	<a href="#">Sub - 05Feb15</a>			All rates of pay in table are incorrect. See para 7 of submission for correct rates submitted by party. See paras 9 - 14 for parties submissions on correct method for calculating rates.	Paras 7 - 14		
	APTIA	<a href="#">Sub in reply - 04Mar15</a>			Do not agree with BusSA that the casual rates are incorrectly described as the casual loading is not intended to apply in the circumstances referred to in the cl 13.2 of the ED as it didn't apply in practice in cl 23.6 of the current award.	Item g), page 1		

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	ABI	<a href="#">Sub in Reply-05Mar15</a>			Submissions of BusSA and AWU appear to be correct insofar as the table does not account for the 25% casual loading.	Para 100		
	TWU	<a href="#">Sub in reply 13Mar15</a>			Agree with AWU submission that table is incorrect.	Para 2		
	APTIA	<a href="#">Sub-21/08/15</a>			In regards to submission filed by AWU on 5 Feb 2015; does not agree with paragraph 10(b) and paragraph 13 of that submission.	Para 29-32		
	AFEI	<a href="#">Reply sub-01/09/15</a>			AFEI supports the submissions of APTIA dated 21/08/15.	Para 39		
47.	BusSA	<a href="#">Sub 04/02/15</a>	10 & Schedule B		<b>Calculation of rates of pay in EDs</b> Party has concerns over method of calculation of rates. An explanation of the method used would be helpful (including rounding rules). This would help provide consistency and avoid ambiguity.	C.8		W
	BusSA	<a href="#">Sub 15/07/15</a>			<del>BusSA is no longer pursuing this proposal.</del>	Page 9		
48.	TWU	<a href="#">Sub - 04Feb15</a>	E.3.3	D.3.3	<b>Coverage of NTW</b> TWU makes no submission in relation to this issue.	Para 16		R
49.	TWU	<a href="#">Sub - 04Feb15</a>	E.7	Appendix D.1	<b>Traineeships/wages levels</b> TWU makes no submission in relation to this issue.	Para 17		R

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50.	Ai Group	<a href="#">Sub - 04Feb15</a>	Schedule G	3	<b>Definitions - 'shiftworker'</b> - ED contains a new definition of 'shiftworker' as per requirement in 15.2. Definition should be deleted as only applies for purposes of additional annual leave entitlement and it is defined for this purpose in 15.2.	Paras 6.24 - 6.25	Parties to consider Ai Group's submission and will state positions at a conference.	O
	APTIA	<a href="#">Sub in reply - 04Mar15</a>			Agrees with Ai Group that there is no need to duplicate a definition of a shiftworker which is referenced in clause 15.2.	Para e)		
	ABI	<a href="#">Sub in Reply- 05Mar15</a>			No objection to definition of "shiftworker" being retained.	Para 101		
	BusSA	<a href="#">Sub-15/07/15</a>			Supports the submissions of Ai Group.	Page		
51.	TWU	<a href="#">Sub- 25Nov14</a>	Schedule G	3	<del><b>Definitions - 'standard rate'</b></del> amend definition of 'standard rate' from grade 3 to grade 4 to reflect the fact that the average vehicle size currently in operation sits within the grade 4 classification.	Page 2		W
52.	BusSA	<a href="#">Sub in Reply- 04Mar15</a>			<del><b>Minimum and ordinary rates</b></del> submits there is confusion as to the utilisation of 'minimum hourly rates and 'ordinary hourly rates' throughout the EDs. Refers to [2014] FWCFB 9412.	Page 4	See also <a href="#">[2015] FWBFB 4658</a>	W

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

ABI	Australian Business Industrial and the NSW Business Chamber Ltd
AFEI	Australian Federation of Employers and Industries
Ai Group	Australian Industry Group
APTIA	Australian Public Transport Industrial Association
AWU	The Australian Workers' Union
BusSA	Business SA
Current award	<i>Passenger Vehicle Transportation Award 2010</i>
ED	Exposure draft
TWU	Transport Workers' Union of Australia