

## SUMMARY OF SUBMISSIONS

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	Reference	NOTES
<b>General issues</b>							
1.	NUW	<a href="#">Sub - 28/01/15</a>			<p><b>Terminology - ordinary hourly rate</b>  ‘Minimum hourly rate’ is adopted in proposed 16.1(5), 16.5(a)(i), 16.5(b)(i) and 16.5(c). ‘Ordinary hourly rate’ is adopted in proposed 6.4(c)(i). ‘Employee’s minimum rate of pay’ is adopted in proposed 17.3(a). 12.3(b)(ii) uses both the phrase ‘ordinary rates’ and ‘minimum hourly rate’.  Phrasing should be as consistent as possible. NUW supports use of either ‘ordinary hourly rate’ or ‘ordinary rate of pay’.  ‘Minimum hourly rate’ is a departure from existing terminology and therefore opposed. ‘Ordinary’ has a longstanding industrial meaning, and ‘minimum’ may cause uncertainty</p>	Paras 3-6	
2.	AWU	<a href="#">Sub - 18/02/15</a>			<p><b>Submission in reply</b>  AWU agrees with and supports submissions made by the SDA and NUW. AWU also supports the variation sought by SDA to cl 22.4 ‘rostered days off’ of the current award.</p>	Paras 1 - 2	
3.	AWU	<a href="#">Sub - 28/01/15</a>			<p><b>Terminology - ordinary hourly rate</b>  ED should refer to ‘ordinary hourly rate’ (not ‘minimum hourly rate’) throughout award to ensure consistency</p>	Para 2	

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	ABI & NSWBC	<a href="#">Sub - 02/02/15</a>			'Ordinary hourly rate' and 'minimum hourly rate' have been used interchangeably	Para 32	
	AWU	<a href="#">Sub - 28/01/15</a>			AWU agrees with ABI and NSWBC that terminology should be consistent, and submit that ordinary hourly rate should be adopted	Para 38	
	Ai Group	<a href="#">Sub - 04/03/15</a>			'Ai Group opposes the NUW and AWU submission that 'ordinary hourly rate' should be used in preference to 'minimum hourly rate'.	Para 145	
	SDA	<a href="#">Sub - 18/02/15</a>			SDA support use of term 'ordinary hourly rate'	Paras 6 & 44	
<b>Award specific issues</b>							
4.	SDA	<a href="#">Sub - 28/01/15</a>	2	5-6	<b>Relationship between award and NES</b> Submits removal of word 'access' from title and amalgamation of two clauses substantially changes current clause 5 Removes necessity to provide a physical copy where this would be more accessible Noticeboards are still a widely used form of communication in industry Words 'access to' in title prompts employer to ensure employees have access to copies and informs employees that employer should provide access to copies Supports wording proposed in Full Bench decision [2014] FWCFB 9412	Paras 9-15	Issue may have been dealt with by <a href="#">[2014] FWCFB 9412</a>
	Ai Group	<a href="#">Sub - 04/03/15</a>	2	5-6	<b>Relationship between award and NES</b> Submissions of SDA have been addressed	Para 146	

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					by Comission's decision of 23 December 2014.		
5.	Ai Group	<a href="#">Sub - 28/01/15</a>	3.1	4.1	<p><b>Coverage</b> Submit words 'to the exclusion of any other modern award' should be deleted from end of 3.1 4.1 of the current award does not deal with interaction between it and other awards. 3.1 of ED should go no further than 4.1 of current award Current award contains important provisions that prevent particular types of employees found in many industries from being inappropriately removed from coverage under the relevant industry award Addition of these words could contradict later provisions of cl.3 dealing with interaction with other awards. This would be a substantive change</p>	Paras 164-167	
	SDA	<a href="#">Sub - 18/02/15</a>			SDA agrees with Ai Group that current 4.1 should be retained.	Para 14	
	AWU	<a href="#">Sub - 18/02/15</a>			AWU not opposed to Ai Group position to retain wording of current clause	Para 3	
6.	SDA	<a href="#">Sub - 28/01/15</a>	3.2	4.2	<p><b>Coverage - industry definition</b> Definition of 'storage services and wholesale industry' is unnecessary as it appears in definition</p>	Para 8	
	Ai Group	<a href="#">Sub - 04/03/15</a>			Deletion of definition is not opposed.	Para 147	

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7.	ABI & NSWBC	<a href="#">Sub - 02/02/15</a>	3.6(a)		<b>Coverage - terminology</b> Reference to 'the Fair Work Act 2009 (Cth) (the Act)' should be replaced by the defined term 'the Act'	Para 33	
	AWU	<a href="#">Sub - 28/01/15</a>			AWU agrees with ABI and NSWBC	Para 39	
	SDA	<a href="#">Sub - 18/02/15</a>			SDA does not oppose ABI and NSWBC	Para 45	
	Ai Group	<a href="#">Sub - 04/03/15</a>			ABI's proposed amendment is not opposed.	Para 148	
8.	BusSA	<a href="#">Sub - 28/01/15</a>	5.1(b)		Removal of the items related to FWCFB 9412 decision	B.1	
	SDA	<a href="#">Sub - 18/02/15</a>			The Full Bench decision made reference to the deletion of the final sentence only. The first sentence in clause 5.1(b) should remain.	2	
9.	SDA	<a href="#">Sub - 28/01/15</a>	5.2(a)(i)	8.2(a)(i)	<b>Facilitative provisions - travelling allowance</b> 'Travelling allowance' should not be subject to facilitative provisions and should be deleted from clause Should be considered an absolute entitlement and current clause does not provide for agreement between parties	Paras 16-18	
		<a href="#">Sub - 18/02/15</a>				Para 60	
	AFEI	<a href="#">Sub - 28/01/15</a>			Travelling allowance is not properly characterised as a facilitative provision triggered by individual agreement	Para 33	
	Ai Group	<a href="#">Sub - 28/01/15</a> <a href="#">Sub - 04/03/15</a>			Travelling allowance not a facilitative provision - it simply requires payment in respect of travelling etc Clause should be deleted	Paras 168-169 Para 151	

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	SDA	<a href="#">Sub - 18/02/15</a>			SDA supports Ai Group position that subclause be deleted	Para 15	
	ABI & NSWBC	<a href="#">Sub - 02/02/15</a>			Do not consider clause 12.3(b) to be a facilitative provision	Para 34	
	BusSA	<a href="#">Sub - 04/03/15</a>			The travel allowance is not a facilitative provision.	Page 7	
	SDA	<a href="#">Sub - 18/02/15</a>			ABI's position is consistent with SDA's	Para 47	
10.	Ai Group	<a href="#">Sub - 28/01/15</a>  <a href="#">Sub - 04/03/15</a>	5.2(a)(ii)	8.2(a)(ii)	<b>Facilitative provisions - cross reference 8.1</b> Reference in clause to 8.1 should be to 8.1(d)	Paras 170-171  Para 152	
	SDA	<a href="#">Sub - 18/02/15</a>			Supports Ai Group that reference should be to 8.1(d)	Para 16	
11.	ABI & NSWBC	<a href="#">Sub - 02/02/15</a>	5.2(a)(ii)	8.2(a)(ii)	<b>Facilitative provisions - cross references</b> Commission and parties should consider whether the inclusion of clause references in 5.2 will give rise to unintended consequences. For example, the current clause does not provide a clause reference and simply refers to 'hours of work - ordinary hours' while the ED refers to specific clauses. This may give rise to ambiguity	Para 35	
12.	AWU	<a href="#">Sub - 28/01/15</a>			<b>Facilitative provisions</b> AWU agrees with ABI & NSWBC	Para 40	

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13.	BusSA	<a href="#">Sub - 28/01/15</a>	5.2(a)(vi)	8.2(a)(vi)	<b>Facilitative provisions - cross reference 15.3</b> Reference to 15.3 should be to 15.2 (altering span by majority agreement)	B.4		
	Ai Group	<a href="#">Sub - 04/03/15</a>				Submission of BusSA is opposed.		153
	SDA	<a href="#">Sub - 18/02/15</a>				SDA does not agree with BusSA that clause can be included at 5.2 as it concerns majority agreement		Para 4
14.	BusSA	<a href="#">Sub - 28/01/15</a>	5.2(a)(vii)		<b>Facilitative provisions - include cross reference to 20.4(a)</b> Seeks addition at 5.2(a)(vii) of clause 20.4(a) - Rostered day off falling on a public holiday	B.2		
	Ai Group	<a href="#">Sub - 04/03/15</a>				BusSA's proposal is not opposed.		Para 149
	SDA	<a href="#">Sub - 18/02/15</a>				SDA does not oppose BusSA.		Para 3
15.	BusSA	<a href="#">Sub - 28/01/15</a>	5.2(a)(viii)		<b>Facilitative provisions - include cross reference to 20.3</b> Seeks addition at 5.2(a)(viii) clause 20.3 - substitution of public holidays	B.3		
	Ai Group	<a href="#">Sub - 04/03/15</a>				BusSA's proposal is opposed.		Para 150
	SDA	<a href="#">Sub - 18/02/15</a>				SDA does not oppose BusSA.		Para 3
16.	Ai Group	<a href="#">Sub - 28/01/15</a>	5.3(a)(i)	8.3(a)(i)	<b>Facilitative provisions - cross reference to clause 11</b> Reference to clause 11 (which does not contain provision that enables facilitation by majority agreement) should be deleted	Para 172		
		<a href="#">Sub - 04/03/15</a>						Para 154
	SDA	<a href="#">Sub - 18/02/15</a>				SDA does not oppose Ai Group's submission that subclause be deleted		Para 17

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	ABI & NSWBC	<a href="#">Sub - 02/02/15</a>			Words 'electronic funds transfer' have been omitted from ED. Should read 'clause 11 - payment of wages - EFT' as per current clause	Para 36	
	SDA	<a href="#">Sub - 18/02/15</a>			SDA does not agree with ABI & NSWBC's position. Neither ED or current award include EFT in title. Title is 'payment of wages'.	Para 48	
	AWU	<a href="#">Sub - 28/01/15</a>			Do not agree with ABI & NSWBC. While AWU acknowledges the ABI & NSWBC submission reflects the current award. Reference to clause 11 title is incorrect	Para 41	
17.	Ai Group	<a href="#">Sub - 28/01/15</a>	5.3(a)(ii)	8.3(a)(ii)	<b>Facilitative provisions - clause 8.1</b> Provision refers to 8.1. Clause 8.1 contains to provisions that provide for facilitation by majority agreement ((d) & (e)). Both of these are separately listed in 5.3 Submits 5.3(a)(ii) be deleted	Para 173	
	SDA	<a href="#">Sub - 18/02/15</a>			SDA supports Ai Group's position that subclause be deleted.	Para 18	
18.	Ai Group	<a href="#">Sub - 28/01/15</a>	5.3(a)(vi)	8.3(a)(vi)	<b>Facilitative provisions - clause `15.1</b> Provision refers to 15.1 which contains shiftwork definition and no provision for majority agreement submits clause should refer 15.2 & 15.4(d) (which provide for majority agreement) instead	Para 174	
	SDA	<a href="#">Sub - 18/02/15</a>			SDA supports Ai Groups proposed variation	Para 19	

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19.	FWO	<a href="#">Sub - 25/11/14</a>	6.2	11.2	<b>Full-time employment</b> Current clause may have capacity to cause confusion	Item 33	
20.	AWU	<a href="#">Sub - 28/01/15</a>	6.4(c)(i)	11.4(b)	<b>Casual employment</b> Word 'ordinary' should be removed from 6.4(c)(i) or the words of current 11.4(b) should be retained. The insertion of 'ordinary' into the ED removes the casual loading on overtime	Para 3	
	Ai Group	<a href="#">Sub - 04/03/15</a>			AWU's submission is not opposed.	Para 156	
	Ai Group	<a href="#">Sub - 28/01/15</a>			Casual loading is expressed in terms of the ordinary hourly rate The term 'ordinary hourly rate' is not defined in the award or used in the minimum wages clause to describe the rates prescribed Submits 'ordinary hourly rate' should be replaced with minimum hourly rate as that is the relevant term used in the minimum wages clause	Paras 175-176  Para 155	
	SDA	<a href="#">Sub - 18/02/15</a>			In respect of Ai Groups submission, SDA submits award should refer to 'ordinary hourly rate' throughout.	Para 20	
	AWU	<a href="#">Sub - 18/02/15</a>			In respect of Ai Group submission, AWU suggest inserting a definition of ordinary hourly rate rather than replacing it with minimum hourly rate	Para 4	
21.	SDA	<a href="#">Sub - 28/01/15</a>	6.4 and 6.4(c)(ii) & (iii)	11.4	<b>Casual employment</b> Does not oppose majority of reformulated clause except for the inclusion of clauses	Paras 19-28	



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					6.4(c)(ii) &(iii) All award provisions apply to casuals unless there is an express exclusion Words 'other entitlements of full-time and part-time employment' in 6.4(c)(ii) are very broad, and may be interpreted to include any award entitlement that does not specifically refer to casual employees Referred to full bench decision [2014] FWCFB 9412 and proposes it be incorporated		
	AWU	<a href="#">Sub - 28/01/15</a>			6.4(c)(ii) does not appear in current award and should be deleted from ED. Clause may be interpreted to include any award entitlement that does not expressly refer to casual employees		
	Ai Group	<a href="#">Sub - 28/01/15</a> <a href="#">Sub - 04/03/15</a>			Opposed inclusion of this subclause	Paras 177-178  Para 157	
	SDA	<a href="#">Sub - 18/02/15</a>			SDA supports Ai Group's submission.	Para 21	
	AWU	<a href="#">Sub - 18/02/15</a>			Agree with Ai Group - oppose inclusion of subclause	Para 5	
22.	Ai Group	<a href="#">Sub - 28/01/15</a>	8.1(a)	22.1	<b>Hours of work</b> Express reference to full-time employees in 8.1(a) removes casual employees from application of clause This deviates from current award and would	Paras 179-181	

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					result in a breach of s.147 of Act Words 'a full-time employee's' should be deleted Words 'up to' should also be inserted before '38 per week'. Without this the clause could be interpreted as requiring casual employees to work 38 ordinary hours a week, which would be contrary to clause 6.4(a)		
	NUW	<a href="#">Sub - 16/02/15</a>			NUW supports Ai Group in that there should be some reference to casual employees in 8.1(a).	Para 6	
	SDA	<a href="#">Sub - 18/02/15</a>			SDA supports Ai Groups submission that ED fails to include casuals.	Para 22	
	AWU	<a href="#">Sub - 18/02/15</a>			Not opposed to Ai Group's submission to retain current wording of clause.	Para 6	
	Ai Group	<a href="#">Sub - 28/01/15</a>			The word 'shift' is not used in the current clause except where it specifically relates to shiftworkers The words 'on shifts' should be substituted with 'on days'	Para 182	
23.	FWO	<a href="#">Sub - 25/11/14</a>	8.1(c)	22.1 & 25	<b>Hours of work</b> Unclear what entitlements apply to employees whose hours of work traverse the hours that apply to both shift and day workers	Item 35	
24.	AFEI	<a href="#">Sub - 28/01/15</a>	8.1 & 8.2	22.1 & 22.2	<b>Hours of work</b> The existing ordinary hours of work provisions do not require amendment. Span of hours may be amended at each end	Paras 34-35	

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	NUW	<a href="#">Sub - 16/02/15</a>			NUW does not support AFEI's submission that span may be amended at each end	Para 11	
	Ai Group	<a href="#">Sub - 04/03/15</a>			Ai Group opposes the suggestion of SDA that clause 8.1(b) be reproduced at clause 8.2.	Para 158	
	AWU	<a href="#">Sub - 18/02/15</a>			AWU strongly opposes AFEI's submission and refers to their own <a href="#">submission</a> of 28/01/15	Para 30	
25.	BusSA	<a href="#">Sub - 28/01/15</a>	8.2	22.2	<b>Hours of work - spread of hours</b> Title of clause should be 'Spread of <u>ordinary</u> hours' for clarity	B.10	
	Ai Group	<a href="#">Sub - 04/03/15</a>			BusSA's proposed amendment to the title of clause 8.2 is not opposed.	Para 161	
	SDA	<a href="#">Sub - 18/02/15</a>			SDA submits change to clause title of 8.2 unnecessary	Para 10	
	SDA	<a href="#">Sub - 28/01/15</a>  <a href="#">Sub - 08/02/15</a>			Spread of hours clause has been relocated resulting in there being no spread of hours under the 'spread of hours' subclause Submits variation to spread of hours clause permits alteration to the spread of hours at one end of the span but not both Submits purpose of clause is to move spread forward or back by one hour, but not to extend the number of hours within the span	Paras 41-45  Paras 11 & 61	

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	ABI & NSWBC	<a href="#">Sub 05/03/15</a>			Agrees that ED contains a “spread of hours clause that does not contain the spread of hours”, but disagrees that the reference to the spread should be repeated in clause 8.2. An amendment to the clause title is proposed.	Para 46	
26.	BusSA	<a href="#">Sub - 28/01/15</a>	8.2	22.2	<b>Hours of work - spread of hours - at either end</b> This clause refers to the expansion of hours at ‘either end’, meaning each end of ordinary hours can be expanded	B.11	
	NUW	<a href="#">Sub - 16/02/15</a>			NUW opposes BusSA’s submission that hours may be altered at either end	Para 12	
	AWU	<a href="#">Sub - 28/01/15</a>			Strongly oppose BusSA’s submission and refer to paraprach 8 of our <a href="#">submission</a> of 28/01/15 (below)	Para 35	
	Ai Group	<a href="#">Sub - 28/01/15</a>  <a href="#">Sub - 04/03/15</a>			Words do not suggest that the other end of the spread must be shifted to maintain a span of 10.5 hours. Clause permits expansion of span by 1 hour The clause supports clause 8.1(d) that an employee may work up to 10 ordinary hours in one day Clause allows for staggering of start and finishing times This flexibility is essential for business operations	Paras 183-184  Paras 159-160	
	BusSA	<a href="#">Sub - 04/03/15</a>			Ai Group’s submission is supported.	Page 7	

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	NUW	<a href="#">Sub - 16/02/15</a>			NUW does not support Ai Groups position that span can be altered by an hour at <u>either</u> end of spread	Para 7	
	SDA	<a href="#">Sub - 18/02/15</a>			SDA opposes Ai Groups position	Paras 23 & 11	
	AWU	<a href="#">Sub - 18/02/15</a>			Strongly oppose Ai Group's submission and refer to paraprach 8 of our <a href="#">submission</a> of 28/01/15 (below)	Para 8	
	AWU	<a href="#">Sub - 28/01/15</a>			Refer to submissions made in respect of Manufacturing award (29/10/14). 'Either' means 'one or other, but not both'. Propose amending clause to state: 'Subject to maintaining a 10.5 hours spread, the spread of hours may be altered by up to one hour at either end of the spread, by agreement between an employer and the majority of employees concerned or between the employee and the employer'	Para 8	
	NUW	<a href="#">Sub - 16/02/15</a>			NUW supports AWU's submission that span can be altered at one or other end of spread, not both.	Para 7	
	Ai Group	<a href="#">Sub - 25/11/15</a> <a href="#">Sub - 28/01/15</a>			The time 5:30pm in clause 22.2(a) should be amended to 6:00pm. Clause 22.2(a) does not align with Clause 25 – Shiftwork which provides for a definition of afternoon shift as a shift finishing after 6:00pm and at or before midnight.	Para 213	
	NUW	<a href="#">Sub - 16/02/15</a>			NUW opposes substantive changes proposed by Ai Group at para 213 of their statement.		

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					However, little detail about Ai Group's claim.		
	FWO	<a href="#">Sub - 25/11/14</a>			Confusion around altering the spread of hours	Item 36	
	Ai Group	<a href="#">Sub - 28/01/15</a> <a href="#">Sub - 04/03/15</a>			Clause reference should be amended from 9.4(b) to 8.4(b)	B.5 Para 162	
27.	BusSA	<a href="#">Sub - 28/01/15</a>	8.4(d)	22.4(d)	<b>Hours of work</b> Clause reference should be amended from 9.4(b) to 8.4(b)	Para 185	
	SDA	<a href="#">Sub - 18/02/15</a>			SDA Agrees with BusSA	Para 5	
28.	SDA	<a href="#">Sub - 25/11/14</a>	8.4	22.4	<b>Hours of work - rostered days off</b> Propose to amend clause so RDOs are not capped at 12 over a 12 month period	Paras 2 - 8	
	AWU	<a href="#">Sub - 18/02/15</a>			AWU supports the SDA	Para 48	
29.	SDA	<a href="#">Sub - 28/01/15</a>	9.1	23.1(a)	<b>Meal breaks</b> Re-drafted clause is a slightly different and lesser entitlement than current entitlement not to work more than 5 hours without a meal ED clause allows a meal break after 5 hours but does not require that the meal break be taken within 5 hours Seek to revert to current wording		
	ABI & NSWBC	<a href="#">Sub - 02/02/15</a>			Redrafted clause may give rise to change in entitlement May give rise to confusion that an employee	Para 37	

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		<a href="#">Sub 05/03/15</a>			can only be put on a meal break after completing 5 hours work. This would be unnecessarily inflexible and represent a change Current wording should be retained	Para 48	
	BusSA	<a href="#">Sub - 04/03/15</a>			Submission of ABI is supported.	Page 7	
	Ai Group	<a href="#">Sub - 04/03/15</a>			Ai Group agrees with the submissions of the SDA and ABI	Para 163	
	NUW	<a href="#">Sub - 16/02/15</a>			NUW supports ABI & NSWBC's position on meal breaks	Para 9	
	SDA	<a href="#">Sub - 18/02/15</a>			SDA does not oppose the position of ABI & NSWBC in this matter.	Para 49	
	AWU	<a href="#">Sub - 28/01/15</a>			Support ABI & NSWBC's submission to retain current clause	Para 43	
30.	Ai Group	<a href="#">Sub - 04/03/15</a>	9.2	23.3	<b>Rest breaks</b> Current wording ("normal commencement or cessation of work") should be retained.	Para 166	
31.	SDA	<a href="#">Sub - 28/01/15</a>	10.1	15.1	<b>Minimum wages</b> Not opposed to inclusion of extra rates in wage tables - worthwhile additions	Para 36	
	Ai Group	<a href="#">Sub - 04/03/15</a>			Ai Group not opposed to the deletion of "for a full-time adult employee" from the preamble to the table.	Para 167	
32.	FWO	<a href="#">Sub - 25/11/14</a>	10.1 & Schedule B	15.1	<b>Minimum wages</b> Different pay rates for level 1 employees 'on commencement, after 3 months and after 12 months'	Item 34	

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33.	SDA	<a href="#">Sub - 28/01/15</a>  <a href="#">Sub - 18/02/15</a>	10.2	15.2	<b>Junior wages</b> Unnecessary to include minimum weekly rate alongside the junior percentages Many juniors will be in the first 12 months of employment and therefore not receiving these rates so could lead to confusion Juniors also likely to be part-time or casual so weekly rates will not be relevant	Pars 37-38  Para 24	
	ABI & NSWBC	<a href="#">Sub 05/03/15</a>			Position of the SDA is supported.	Paras 49-50	
	Ai Group	<a href="#">Sub - 28/01/15</a>  <a href="#">Sub - 04/03/15</a>			Expression of rates in tables inaccurate Minimum rates increase incrementally in first year so junior rate payable must be applied to the appropriate adult rate depending upon the employee's length of service Either table should be amended to include the rate payable to a junior employee at each age on commencement, after three months and after 12 months, or, the table need not express the monetary value of the rate payable Table at 15.2 of current award should be retained	Paras 186 - 188  Para 168	
	AWU	<a href="#">Sub - 18/02/15</a>			Do not oppose Ai Groups submission. Table should be amended to include rate payable to a junior employee at each age on commencement, after 3 months and after 12 months.	Para 8	



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34.	ABI & NSWBC	<a href="#">Sub - 02/02/15</a>	10.4	15.4	<b>Supported wages system</b> Words 'because of the effects of a disability' should be deleted because they don't add anything and may lead employers and employees into error by assuming that employees with a disability are automatically eligible for a supported wage	Para 38	
	Ai Group	<a href="#">Sub - 04/03/15</a>			Submission of ABI is not opposed.	Para 169.	
35.	Ai Group	<a href="#">Sub - 25/11/15</a> <a href="#">Sub - 28/01/15</a>	11.3	20.3	<b>Payment of wages on termination</b> 20.3 should be amended to enable an employer who pays by electronic funds transfer, to pay wages on termination of employment in accordance with the employer's normal pay cycle	Para 213	
36.	AWU	<a href="#">Sub - 28/01/15</a>	11.4	20.4	<b>Payment of wages</b> Clause is not ambiguous and should be maintained in its current form.	Para 9	
	Ai Group	<a href="#">Sub - 28/01/15</a>			Clause 11.4 of ED deviates from 20.4 of current award by not contemplating the possibility of an employee working on a public holiday; and it refers to the employee's pay day coinciding with a 'day off' which is broader than a day off 'by virtue of the employee's ordinary hours (a ref to an RDO). A 'day off' may include absence from work for any reason Words of current clause should be retained	Paras 189- 191	
	SDA	<a href="#">Sub - 18/02/15</a>			SDA supports Ai Group's position. Current clause should be retained.	Para 25	

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	AFEI	<a href="#">Sub - 28/01/15</a>			The proposal on which parties asked to comment is a sensible one		
	Ai Group	<a href="#">Sub - 04/03/15</a>			Ai Group agrees with AFEI.	Para170	
	AWU	<a href="#">Sub - 28/01/15</a>			Oppose AFEI submission. Referred to para 9 of <a href="#">submission</a> of 28/01/15 and submit that current clause is clear. Question posed by Commission inadvertently changes the clause substantially.	Paras 31 - 32	
	SDA	<a href="#">Sub - 18/02/15</a>			SDA submits current clause is clear and unambiguous	Para 62	
37.	SDA	<a href="#">Sub - 28/01/15</a>	12	16	<b>Allowances</b> Does not oppose change to formatting of allowances	Para 39	
38.	SDA	<a href="#">Sub - 28/01/15</a>  <a href="#">Sub - 18/02/15</a>	12.3(b)(i)	16.3(a)	<b>Allowances – Travelling, transport and fares reimbursement</b> Words ‘who on any day, or from day to day’ omitted from ED Removal of these words is a substantive change	Para 40  Para 26	
	ABI & NSWBC	<a href="#">Sub 05/03/15</a>			SDA’s submission is correct and should be accepted.	Para 55	
	AWU	<a href="#">Sub - 28/01/15</a>  <a href="#">Sub - 18/02/15</a>			Draft clause excludes some words. Current wording should be retained as they clarify when the allowance is payable Position re-iterated on 18/02/15	Paras 5-6  Para 9	
	Ai Group	<a href="#">Sub - 28/01/15</a>			Current wording should be retained - ‘Starting work’ is distinguished from ‘presenting for work’, which may require an	Para 192	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	Reference	NOTES
		<a href="#">Sub - 04/03/15</a>			<p>employee to be present at a particular site at a specific time where they may be required to await direction to start work</p> <ul style="list-style-type: none"> <li>- ‘Travelling to and from work’ is broader than the current clause wording ‘in reaching and returning from such job’ which refers to a job away from the employees usual workshop or depot. This makes the clause less clear</li> <li>- clause should use consistent term ‘workshop or depot’ (rather than ‘their usual workplace’) to ensure the reference is to the employee’s accustomed workshop or depot.</li> </ul>	Para 171	
39.	ABI & NSWBC	<a href="#">Sub - 02/02/15</a>	12.3(d)	16.5	<p><b>Allowances - protective clothing and uniform</b></p> <p>Current drafting may give rise to an ambiguous general obligation to ‘provide overalls’. Submit clause should be redrafted as follows:</p> <p>‘The employer will provide overalls to, or reimburse the cost of purchasing overalls for:</p> <ul style="list-style-type: none"> <li>(i) Any person employed in a paint manufacturer’s store; or</li> <li>(ii) Any employee whose work normally involves the lifting or carrying of crates or similar containers which are likely to damage clothing.’ </li></ul>	Para 39	
	Ai Group	<a href="#">Sub - 04/03/15</a>			Submission of ABI is supported.	Para 172	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	Reference	NOTES
	SDA	<a href="#">Sub - 18/02/15</a>			SDA does not oppose Abi & NSWBC's suggested wording.	Para 50	
	AWU	<a href="#">Sub - 28/01/15</a>			AWU do not oppose ABI & NSWBC's submission.	Para 44	
40.	ABI & NSWBC	<a href="#">Sub - 02/02/15</a>	12.3(e)(i)	16.6(a)	<b>Allowances – Damages personal effects</b> Words 'the employee's' should follow 'each set of', and the word 'if they' should be replaced by 'which'. The clause would read: 'An employer will reimburse an employee... for the replacement or repair of each set of the employee's dentures and/or prescription spectacles which are damaged or destroyed in the course of the employee's ordinary duties.'	Para 40	
	Ai Group	<a href="#">Sub - 04/03/15</a>			Proposed amendments of ABI are not opposed.	Para 173	
	SDA	<a href="#">Sub - 18/02/15</a>			SDA submits wording does not require variation. ABI & NSWBC's proposal unnecessary.	Para 51	
	AWU	<a href="#">Sub - 28/01/15</a>			Change proposed by ABI & NSWBC unnecessary as the provision of the clause is not ambiguous	Para 45	
41.	Ai Group	<a href="#">Sub - 28/01/15</a>	12.3(e)(iii)	16.6(c)	<b>Allowances – Damages personal effects</b> Second bullet point does not include reference to reimbursement from the employer Clause should be amended to reflect current clause	Para 193	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	Reference	NOTES
	SDA	<a href="#">Sub - 18/02/15</a>			SDA seek clarification from Ai Group regarding the proposed variation.	Para 27	
42.	AWU	<a href="#">Sub - 28/01/15</a>	13	19	<b>Higher duties</b> Higher duties clause applies to all employees. Proposed that 'weekly employee' be replaced by 'an employee'	Para 7	
	ABI & NSWBC	<a href="#">Sub 05/03/15</a>			AWU's interpretation is incorrect.	Para 51	
	BusSA	<a href="#">Sub - 04/03/15</a>			AWU's submission is rejected.	Page 7	
	Ai Group	<a href="#">Sub - 28/01/15</a> <a href="#">Sub - 04/03/15</a>			Don't object to references to 'weekly employee' being replaced with 'full-time or part-time employee'	Para 194 Paras 174-175	
	AWU	<a href="#">Sub - 18/02/15</a>			Opposes Ai Groups submission and re-iterate position that higher duties payable to all employees. Inherently unjust for casual employees not to receive higher duties.	Paras 10 - 11	
	BusSA	<a href="#">Sub - 28/01/15</a>			Supports changing the wording from 'weekly' employee to 'full-time or part-time employee' for consistency with other awards	B.12	
	SDA	<a href="#">Sub - 18/02/15</a>			Understand that 'weekly employee' and 'full-time or part-time employee' have the same meaning. However, submit casual employees temporarily acting above their classification should be paid at higher rate.	Paras 12, 28, 52 & 37	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	Reference	NOTES
	AWU	<a href="#">Sub - 28/01/15</a>			Opposes BusSA’s submission and re-iterate position that higher duties payable to all employees. Inherently unjust for casual employees not to receive higher duties.		
	AFEI	<a href="#">Sub - 28/01/15</a>			ED could be amended to refer to ‘full-time and part-time employee’. This would not change the operation and is more consistent with language of the award	Para 36	
	BusSA	<a href="#">Sub - 04/03/15</a>			AFEI’s submission is supported.	Page 7	
	NUW	<a href="#">Sub - 16/02/15</a>			NUW opposes AFEI’s proposed amendment at para 37	Para 10	
	AWU	<a href="#">Sub - 28/01/15</a>			Opposes AFEI’s submission and re-iterate position that higher duties payable to all employees. Inherently unjust for casual employees not to receive higher duties.	Para 33	
	ABI & NSWBC	<a href="#">Sub - 02/02/15</a>			Clause should refer to ‘full-time or part-time employee’ rather than ‘weekly employee’	Para 41	
	AWU	<a href="#">Sub - 28/01/15</a>			Opposes ABI & NSWBC’s submission and re-iterate position that higher duties payable to all employees. Inherently unjust for casual employees not to receive higher duties.	Para 46	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	Reference	NOTES
43.	SDA	<a href="#">Sub - 28/01/15</a> <a href="#">Sub - 18/02/15</a>	15	25	<b>Shiftwork - rates incorrect</b> Submits penalties are incorrect: - Afternoon shift rates 112.5% and 137.5% should be replaced with 115% and 140% respectively - Night shift rates 112.5% and 137.5% should be replaced with 130% and 155% respectively	Para 51  Para 7 & 29	
	BusSA	<a href="#">Sub - 28/01/15</a>			Rates appear to be incorrect - Afternoon shift penalty should be 115%, not 112.5% and casual employee penalty should be 140%, not 137.5% Night shift penalty should be 130% and 155% for casuals	B.7	
	Ai Group	<a href="#">Sub - 28/01/15</a> <a href="#">Sub - 04/03/15</a>			- Submit 'and penalties' should be deleted from heading as current award characterises the higher rate payable as an allowance. Characterisation may have implications for workers compensation and long service leave calculations under state legislation - 112.5% is not the penalty 'payable' to the employee - it is the relevant rate of pay to which the employee is entitled - Afternoon shift rates 112.5% and 137.5% should be replaced with 115% and 140% respectively - Night shift rates 112.5% and 137.5% should be replaced with 130% and 155% respectively	Para 195  Para 176	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	Reference	NOTES
	ABI & NSWBC	<a href="#">Sub 05/03/15</a>			Word 'penalties' should be deleted from clause 15.1. Ai Group's and SDA's submissions regarding shift rates should be adopted..	52	
	AWU	<a href="#">Sub - 18/02/15</a>			In response to Ai Group submission, note that clause contains 'penalty' in title as it contains provisions regarding payment on Saturday, Sunday and public holidays, which are all penalty based payments. Also, agree that a number of errors made with rates expressed for afternoon and night shifts.	Paras 12 - 13	
44.	ABI & NSWBC	<a href="#">Sub - 02/02/15</a>	15.1	25.1	<b>Shiftwork</b> "Saturday - in accordance with 15.4(e)(i)" should be varied to read "Saturday - in accordance with 15.4(d)(ii) and 15.4(e)(i)". This is necessary to clarify that the rate identified in clause 15.4(e)(i) arises through the operation of 15.4(d)(ii) "Sunday - 15.4(e)(ii)" should be varied to read: "Sunday - in accordance with 15.4(d)(ii) and 15.4(e)(ii)". This is necessary to clarify that the rate identified in clause 15.4(e)(ii) arises through the operation of 15.4(d)(ii).	Paras 42 - 43	
45.	Ai Group	<a href="#">Sub - 04/03/15</a>	15.1	25.1	<b>Shiftwork</b> Amendments proposed by ABI are not opposed.	Para 177	



ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	Reference	NOTES
	SDA	<a href="#">Sub - 18/02/15</a>			SDA does not oppose ABI & NSWBC's submissions in relation to Saturday and Sunday penalties	Para 53 - 54	
46.	FWO	<a href="#">Sub - 25/11/14</a>	15.1	25.1(d)	<b>Shiftwork</b> Confusion around altering the spread of hours on afternoon shift	Item 37	
47.	AFEI	<a href="#">Sub - 28/01/15</a>	15.2	25.2	<b>Shiftwork</b> Span can be extended by one hour at each end of the daily span	Para 38	
	SDA	<a href="#">Sub - 18/02/15</a>			SDA opposes AFEI's position	Paras 64 & 11	
	AWU	<a href="#">Sub - 28/01/15</a>			Opposes AFEI's submission and refer to paragraph 8 AWU <a href="#">submission</a> of 28/01/15	Clause 34	
	Ai Group	<a href="#">Sub - 28/01/15</a>  <a href="#">Sub - 04/03/15</a>			Words do not suggest that the other end of the spread must be shifted to maintain a span of 10.5 hours. Clause permits expansion of span by one hour and one or both ends provided no employee works a longer ordinary shift than the maximum permitted under the award	Para 196  Para 178	
	SDA	<a href="#">Sub - 18/02/15</a>			Opposes Ai Group position	Paras 30 & 11	
	AWU	<a href="#">Sub - 18/02/15</a>			Strongly oppose Ai Group submission and refer to paragraph 8 AWU <a href="#">submission</a> of 28/01/15	Para 14	
	ABI & NSWBC	<a href="#">Sub - 02/02/15</a>			Span can be extended by one hour at each end of span (as per submission regarding clause 8.2)	Para 44	
	SDA	<a href="#">Sub - 18/02/15</a>			Opposes ABI & NSWBC's submissions	Paras 11	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	Reference	NOTES
	BusSA	<a href="#">Sub - 04/03/15</a>			Supportive of the view that the span of hours can be extended by one hour at the end of the daily span.	& 55 Page 8	
48.	SDA	<a href="#">Sub - 28/01/15</a>	16.1	24.1	<b>Overtime and penalty rates - part-time employees</b> Words in 16.1(c) 'part-time employees will be paid overtime in accordance with 6.3(f)' is misleading as they are paid overtime in accordance with clauses 16.1(a) & (b) Submit 16.1(c) should be replaced with: 'In addition to 16.1(a) and (b) part-time employees will be entitled to overtime in accordance with clause 6.3(f)'	Paras 49-50	
	BusSA	<a href="#">Sub - 04/03/15</a>			Proposed amendment of SDA to clause 16.1(c). is opposed.	Page 8	
	Ai Group	<a href="#">Sub - 04/03/15</a>			The amendment proposed by the SDA is unnecessary, and the words "in addition" would be confusing.	Paras 182-183	
49.	AWU	<a href="#">Sub - 28/01/15</a>	16.1(b)	24.1	<b>Overtime and penalty rates - typographical error</b> Words 'will be paid' have been repeated in the first line and should be deleted	Para 11	
	ABI & NSWBC	<a href="#">Sub 05/03/15</a>			AWU's submission is correct and should be adopted.	Para 54	
	Ai Group	<a href="#">Sub - 04/03/15</a>			Ai Group supports AWU's submission regarding the typographical error.	Para 181	
	BusSA	<a href="#">Sub - 04/03/15</a>			AWU's submission regarding typographical error is supported.	Page 8	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	Reference	NOTES	
50.	AWU	<a href="#">Sub - 28/01/15</a>	16.1(a) and 16.2(a)	24.1 and 24.2(a)	<p><b>Overtime and penalty rates - calculation of overtime</b>  16.2(a) states ‘each day or shift’ will stand alone. This is in conflict with 16.1(a) that states any time in excess of hours outside the ordinary hours of work. Suggested following wording of 16.1(a):  ‘Overtime is payable for all time worked by an employee in addition to the rostered hours on any shift, or in excess of or outside the ordinary hours of work prescribed by this Award’</p>	Para 10		
	BusSA	<a href="#">Sub - 04/03/15</a>				The AWU’s proposed amendment is opposed.		Page 8
	Ai Group	<a href="#">Sub - 04/03/15</a>				The AWU’s proposed amendment is opposed.		Paras 179-180
	ABI & NSWBC	<a href="#">Sub 05/03/15</a>				AWU submission appears to conflates the separate concepts of ‘ordinary hours’ and ‘rostered hours’.		Para 53
51.	NUW	<a href="#">Sub - 28/01/15</a>	16.4(b)	24.4(b)	<p><b>Overtime and penalty rates - Rest period after overtime</b>  Opposes proposed exclusion of casual employees in clause 16.4(b).  No cogent reason to exclude casual employees from provision</p>	Para 7		
	Ai Group	<a href="#">Sub - 04/03/15</a>				Submission of NUW is not opposed.		Para 184
52.	Ai Group	<a href="#">Sub - 28/01/15</a>	16.4(b)	24.4(b) & (c)	<p><b>Overtime and penalty rates - Rest period after overtime</b>  ED proposes significant change and current</p>	Paras 197 - 198		

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	Reference	NOTES
					<p>wording should be retained</p> <ul style="list-style-type: none"> <li>- The words 'where an employee works so much overtime' should be reinserted into clause 16.4(b) to clarify clause only applies where overtime worked</li> <li>- Current clause applies to the next rostered 'ordinary work' while the ED refers to 'resuming work'. Retain current wording</li> <li>- Words of current 16.4(b)(i) should be retained to ensure entitlement confined to loss of pay for 'ordinary working time' during the absence</li> <li>- Words of current 16.6(b)(ii) should be retained as they make clear that the provision applies when an employee resumes work or continues to work. ED's generic reference to 'work' is less clear</li> <li>- Current clause requires payment at a higher rate 'until released from duty' while ED proposes requires payment at higher rate 'until employer has received a break of at least 10 hours'. Amendment is substantial change and could lead to increased costs</li> </ul>		
	SDA	<a href="#">Sub - 18/02/15</a>			SDA notes the various matters raised by the Ai Group.	Para 31	
53.	Ai Group	<a href="#">Sub - 04/03/15</a>	16.4(b)	24.4(b)	<p><b>Overtime and penalty rates - Rest period after overtime</b></p> <p>Clause 16.4(b)(ii) should be amended to refer to the minimum hourly rate.</p>	Para 185	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	Reference	NOTES
54.	BusSA	<a href="#">Sub - 28/01/15</a>	16.5	24.5	<b>Overtime and penalty rates - weekend and public holiday rates</b> Minimum hourly rate is the ordinary rate of pay. Recommended including a definition of 'ordinary rates' as the minimum hourly rate in Schedule G-Definitions. Recommends this clause, and those similar, be reworded as follows: '(a)(i) All time worked on a Saturday must be paid for at 150% of the ordinary rate of pay'	E.6	
	Ai Group	<a href="#">Sub - 04/03/15</a>			<b>Overtime and penalty rates - weekend and public holiday rates</b> Ai Group prefers the use of "minimum hourly rate". Clayse 16.5(b)(ii) should be amended to read "...where <u>such</u> overtime is worked".	Para 186-188	
	SDA	<a href="#">Sub - 18/02/15</a>			SDA supports use of 'ordinary hourly rate throughout award	Para 6	
55.	AWU	<a href="#">Sub - 28/01/15</a>	16.6(a)	24.6(a)	<b>Overtime and penalty rates - call-back</b> The 'appropriate rate' must reflect the overtime rate, and should be paid at 150% of ordinary hourly rate for first 2 hours and 200% thereafter	Para 12	
	Ai Group	<a href="#">Sub - 28/01/15</a> <a href="#">Sub - 04/03/15</a>			The appropriate rate is the rate payable based on the employee's classification to be determined in accordance with when the work is performed	Para 199 Para 189	
	SDA	<a href="#">Sub - 18/02/15</a>			Payment is at overtime rates. It is not logical	Para 32 &	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	Reference	NOTES
					to expect an employee to return to work after completion of a shift without additional compensation.	56	
	AWU	<a href="#">Sub - 18/02/15</a>			Reject Ai Groups submission and reiterate para 12 of AWU <a href="#">submission</a> of 28/01/15. In Road Transport and Distribution Award submission Ai Group concedes that call-back constitutes overtime payments. Referred to clauses 6.3(c) & (f) which specify that overtime is paid for all time worked in excess of hours mutually arranged. Call-back will be overtime because hour worked will be beyond those mutually agreed.	Paras 15 - 17	
	ABI & NSWBC	<a href="#">Sub - 02/02/15</a>			The 'appropriate rate' will depend on whether the hours are worked in excess or outside the span of ordinary hours. Submit current drafting of clause should be retained	Para 45	
	AWU	<a href="#">Sub - 28/01/15</a>			AWU reject submission of ABI & NSWBC and reiterate para 12 of AWU <a href="#">submission</a> of 28/01/15. In Road Transport and Distribution Award submission Ai Group concedes that call-back constitutes overtime payments. Referred to clauses 6.3(c) & (f) which specify that overtime is paid for all time worked in excess of hours mutually arranged. Call-back will be overtime because hour worked will be beyond those	Para 47	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	Reference	NOTES
	BusSA	<a href="#">Sub - 04/03/15</a>			mutually agreed. The “appropriate rate” must reflect the overtime rate, hence it should be paid at the rate of 150% of the ordinary hourly rate for the first two hours and 200% of the ordinary hourly rate thereafter.	Page 8	
56.	Ai Group	<a href="#">Sub - 28/01/15</a>	17.2(a)	26.2	<b>Annual leave - additional leave for certain shiftworkers</b> Reference in 17.2(a) to 17.1 should be amended to read s.87(1)(b) of the Act as per current award, and in accordance with full bench decision	Para 200 - 201	Issue may have been dealt with by <a href="#">[2014] FWCFB 9412</a>
	SDA	<a href="#">Sub - 18/02/15</a>			SDA does not oppose Ai Group’s submission	Para 33	
	AWU	<a href="#">Sub - 18/02/15</a>			Do not oppose Ai Group position.	Para 18	
57.	FWO	<a href="#">Sub - 25/11/14</a>	17.3	26.2	<b>Annual leave - loading</b> Confusion around applicable loading payable to employee on annual leave	Item 38	
58.	BusSA	<a href="#">Sub - 28/01/15</a>	17.4(a)	26.5	<b>Annual leave - annual close down</b> Objects to the change in wording	B.8	
	SDA	<a href="#">Sub - 18/02/15</a>			SDA supports Busines SA and objects to the change in wording	Para 8	
	Ai Group	<a href="#">Sub - 28/01/15</a> <a href="#">Sub - 04/03/15</a>			Requirement to give ‘one month’s’ notice rather than ‘such notice’ as per current award imposes greater obligation on employers	Para 202 Para 190	
	SDA	<a href="#">Sub - 18/02/15</a>			Employer should give employee one month’s notice before annual close down. SDA submits current clause be retained.	Para 34	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	Reference	NOTES
	AWU	<a href="#">Sub - 18/02/15</a>			Ai Group submission overlooks the current position that allows for a one month notice period. AWU not opposed to retaining current wording of clause if words omitted by Ai Group retained.	Para 19	
	FWO	<a href="#">Sub - 25/11/14</a>			Unclear what 'qualifying period of employment' refers to	Item 38	
59.	BusSA	<a href="#">Sub - 28/01/15</a>	17.4(b)		<b>Annual leave - annual close down</b> Reference in 17.4(b) should be amended from 15.4(a) to 17.4(a)	B.9	
	SDA	<a href="#">Sub - 18/02/15</a>			SDA agrees with BusSA that clause reference should be amended	Para 9	
	AWU	<a href="#">Sub - 28/01/15</a>			In respect of BusSA's submission AWU are not opposed to retaining current clause	Para 36	
	Ai Group	<a href="#">Sub - 28/01/15</a> <a href="#">Sub - 04/03/15</a>			Reference in 17.4(b) should be amended form 15.4(a) to 17.4(a)	Para 203 Para 191	
	SDA	<a href="#">Sub - 18/02/15</a>			SDA agrees with Ai Group. Reference should be amended.	Para 35	
	AWU	<a href="#">Sub - 18/02/15</a>			AWU not opposed to maintaining wording of current clause.	Para 20	



ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	Reference	NOTES
60.	Ai Group	<a href="#">Sub - 28/01/15</a>	17.4(c)	26.5(c)	<b>Annual leave - annual close down</b> Clause 17.4(b) requires an employer to give notice to a new employee 'on the date they are offered employment' rather than 'date of employee's engagement', which will not be before the date on which the employee accepts the employer's offer of employment Retain current wording	Para 204	
61.	SDA	<a href="#">Sub - 28/01/15</a>  <a href="#">Sub - 18/02/15</a>	17.4(c)(iii)	26.5(c)	<b>Annual leave</b> Wording 'the next 12 monthly qualifying period of employment...' may be inconsistent with s.87(2) of Act Annual leave accrues progressively and there is no minimum qualifying period of service before an employee accrues a period of annual leave accessible by that employee	Para 52  Para 57	
	Ai Group	<a href="#">Sub - 04/03/15</a>			Ai Group does not agree with the proposal of the SDA to delete clause 17.4(c)(iii).	Para 192	
	ABI & NSWBC	<a href="#">Sub - 02/02/15</a>			It is unclear what the 'qualifying period of employment' refers to. Clause may cause confusion and should be deleted	Para 46	
62.	SDA	<a href="#">Sub - 28/01/15</a>	NES summaries and payslips		<b>NES summaries and payslips</b> Opposes inclusion of NES summaries and referred to full bench decision [2014] FWCFB 9412 which suggested an annotated version of awards Suggests cautious and consultative approach to preparing annotated awards	Paras 29-33	Issue may have been dealt with by <a href="#">[2014] FWCFB 9412</a>

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	Reference	NOTES
					Summaries may be seen as a substitute for the NES Supports inclusion of payslip provision in annotated version Provision of payslips is essential to encourage compliance with award		
63.	SDA	<a href="#">Sub - 28/01/15</a>	18	27	<b>Personal/carers' leave etc</b> Refers to general comment above (NES summaries and payslips) Provision 18.3 states: 'Personal/carer's leave and compassionate leave are not paid on termination of employment' Individual employers and employees may make arrangements whereby employees are paid some of these entitlements on termination.	Paras 53-54	
	BusSA	<a href="#">Sub - 04/03/15</a>			Provision allowing the cashing out of personal/compassionate leave is not supported.	Page 7	
64.	Ai Group	<a href="#">Sub - 04/03/15</a>	18.3	27	<b>Personal/carers' leave etc</b> The submission of the SDA is noted. Ai Group may seek to make submissions at a later point.	Para 193	Issue may have been dealt with by <a href="#">[2014] FWCFB 9412</a>
65.	SDA	<a href="#">Sub - 28/01/15</a>	20	29	<b>Public holidays</b> The words of current award: 'these provisions are in addition to those provided for in the NES', do not appear in the ED Distinction should be made in the ED so users do not think the public holiday		Issue may have been dealt with by <a href="#">[2014] FWCFB 9412</a>

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	Reference	NOTES
					provision in the new award are merely a summary of the NES entitlements		
66.	Ai Group	<a href="#">Sub - 04/03/15</a>	20.1	29.1	<b>Public holidays</b> Ai Group does not oppose retaining the current clause.	Para 194	
67.	Ai Group	<a href="#">Sub - 28/01/15</a>	20.4(a)	29.3(a)	<b>Public holidays - RDO falling on PH</b> Typographical error should be amended as follows: 'The alternate day is to be determined...'	Para 205	
	SDA	<a href="#">Sub - 18/02/15</a>			Agrees with Ai Group - typographical error should be amended.	Para 37	
68.	SDA	<a href="#">Sub - 28/01/15</a>	21	28	<b>Community service leave</b> Refers to general comment above (NES summaries and payslips) Submits the words 'after 10 days, leave is unpaid' have potential to be misinterpreted Individual employers may chose not to limit payment for jury service to 10 days, such as in enterprise agreements where all time may be paid	Paras 55 - 56	Issue may have been dealt with by <a href="#">[2014] FWCFB 9412</a>
	Ai Group	<a href="#">Sub - 04/03/15</a>			The submission of the SDA is noted. Ai Group may seek to make submissions at a later point.	Para 195	
69.	SDA	<a href="#">Sub - 28/01/15</a>	23.2	13.4	<b>Redundancy</b> Unnecessary to repeat the definition of 'small business employer' in the redundancy clause as it is defined in definitions schedule	Paras 34-35	Issue may have been dealt with by <a href="#">[2014] FWCFB 9412</a>
	Ai Group	<a href="#">Sub - 04/03/15</a>			Following the Full Bench decision of 23 December 2014, Ai Group anticipates that	Paras 196-197	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	Reference	NOTES
					the definition of 'small business employer' will be deleted.		
	BusSA	<a href="#">Sub - 04/03/15</a>			Removal of definition of 'small business employer' is not opposed.		
70.	ABI & NSWBC	<a href="#">Sub - 02/02/15</a>	25.6	10.6	<b>Dispute resolution</b> In light of legislation now operating in the majority of Australian jurisdictions, the reference to 'occupational health and safety legislation' should be updated to 'work health and safety legislation' to facilitate ease of reference and to ensure clarity	Para 47	
	Ai Group	<a href="#">Sub - 04/03/15</a>			The amendment proposed by ABI is to a model clause. Consideration should be given as to whether such a change will give rise to a substantive change.	Para 198	
	AWU	<a href="#">Sub - 28/01/15</a>			AWU agrees with ABI & NSWBC.	Para 48	
	SDA	<a href="#">Sub - 18/02/15</a>			SDA does not oppose ABI & NSWBC's position.	Para 58	
71.	Ai Group	<a href="#">Sub - 25/11/15</a> <a href="#">Sub - 28/01/15</a>	A.8	B.8	<b>Wholesale employee level 4</b> classification should be re-worded to clarify the employees who are and are not covered by this classification	Para 213	
	AWU	<a href="#">Sub - 18/02/15</a>			AWU regards Ai Groups proposal a substantive change and reserves its position in relation to variation sought	Paras 27 - 28	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	Reference	NOTES
72.	Ai Group	<a href="#">Sub - 28/01/15</a>	B.1.2		<b>Summary of hourly rates of pay - FT and PT employees</b> Consistent with our submission above in relation to clause 15.1, 'penalty rates' should be deleted from the heading to B.1.2	Para 206	
	SDA	<a href="#">Sub - 18/02/15</a>			SDA disagrees with Ai Group - reference to penalty rates should be retained.	Para 38	
	Ai Group	<a href="#">Sub - 28/01/15</a>			Rate for night shift should be amended to read '130%' - rates themselves correct	Para 207	
	AWU	<a href="#">Sub - 18/02/15</a>			In response to Ai Group's submissions, 'penalty' has been included in title because table has Sat, Sun and PH rates. Support para 207 of Ai Group's submission that night shift rate should be 130%.	Paras 22 - 22	
	SDA	<a href="#">Sub - 18/02/15</a>			SDA agrees with Ai Group that night shift rate should be 130%.	Para 39	
73.	Ai Group	<a href="#">Sub - 28/01/15</a>	B.1.3		<b>Summary of hourly rates of pay - Saturday and Sunday rates</b> Rates should be calculated in accordance with 16.5(a)(i) & 16.5(b)(i) - the rates there prescribed relate to all time worked as is evident from the reference to overtime On this basis, rates in B.1.3 should be amended to Saturday: 150% of MHR, not 150% for first 2 hours then 200%.	Paras 208 - 209	
	NUW	<a href="#">Sub - 16/02/15</a>			NUW opposes Ai Groups position	Para 8	
	SDA	<a href="#">Sub - 18/02/15</a>			SDA opposes Ai Group's position. 16.1(b) of ED and 24.1 of current award both provide for time and a half for first 2 hours	Para 40	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	Reference	NOTES
					and dhoublertime thereafter. Rates do not need to be amended		
	AWU	<a href="#">Sub - 18/02/15</a>			Strongly oppose Ai Group submission that rates should be amended. The current award and ED clearly allow for overtime rates on Sat to be paid at 150% for first 2 hours and 200% thereafter.	Paras 23 - 25	
74.	NUW	<a href="#">Sub - 16/02/15</a>	B.1.3		<b>Summary of hourly rates of pay - Saturday and Sunday rates</b> NUW supports Ai Group's position	Para 8	
75.	ABI & NSWBC	<a href="#">Sub - 02/02/15</a>	Schedule B		<b>Summary of hourly rates of pay</b> Seek inclusion of rounding rules in relation to amounts listed in the relevant tables. Also, the 150%, 200% and 250% hourly rates appear to be calculated on the 100% hourly rate rounded to 2 decimal places as opposed to a calculation using an 'unrounded' 1/38th of the weekly rate figure. We submit that this may give rise to slight discrepancies in payment rates	Para 48	
76.	Ai Group	<a href="#">Sub - 04/03/15</a>	Schedule B		<b>Summary of hourly rates of pay</b> The submissions made by ABI with respect to Schedule B gives rise to a general issue ventilated during earlier proceedings before the Commission. The publication of rounding rules is relevant to all Exposure Drafts.	Para 199	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	Reference	NOTES
77.	Ai Group	<a href="#">Sub - 28/01/15</a>	B.2.2		<b>Summary of hourly rates of pay - casual shiftworkers</b> Consistent with our submission above in relation to clause 15.1, 'penalty rates' should be deleted from the heading to B.2.2	Para 210	
78.	SDA	<a href="#">Sub - 18/02/15</a>	B.2.2		<b>Summare of hourly rates of pay - casual shiftworkers</b> SDA agrees with the Ai Group's suggested amendment. Night shift rate should be 155%	Para 44	
79.	AWU	<a href="#">Sub - 18/02/15</a>	B.2.2		<b>Summary of hourly rates of pay - night rate for casual shiftworker</b> 'Penalty' has been included in title because clause contains provision for payment on Sat, Sun and PHs	Para 26	
	Ai Group	<a href="#">Sub - 28/01/15</a>			Rate for casual night shift should be amended to read '155%' - rates themselves correct	Para 211	
80.	SDA	<a href="#">Sub - 28/01/15</a>	Schedule G	3	<b>Definitions</b> Definitions should remain at clause 3 Definitions determine how award provisions interpreted, having them at front is more logical and user friendly, users may miss them at the back  Also notes 'default fund employee' has been deleted from the ED	Paras 3-7	
81.	Ai Group	<a href="#">Sub - 04/03/15</a>	Schedule G	3	<b>Definitions</b> Ai Group has not identified any difficulty arising from the SDA proposal that	Paras 200-201	

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					definitions be moved to the beginning of the award, or with the deletion of the definition of 'default fund employee'.		
82.	Ai Group	<a href="#">Sub - 25/11/15</a> <a href="#">Sub - 28/01/15</a>			Annualised salary provision should be inserted to improve flexibility	Para 213	
	AWU	<a href="#">Sub - 18/02/15</a>			AWU considers Ai Groups proposal to insert an annualised salary provision into award would be a substantive change. It opposes the inclusion of an annualised salary provision	Paras 27 & 29	



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

ABI & NSWBC	Australian Business Industrial and the NEW Business Chamber Ltd
AFEI	Australian Federation of Employers and Industries
Ai Group	Australian Industry Group
AWU	The Australian Workers' Union
BusSA	Business SA
FWO	Fair Work Ombudsman
NUW	National Union of Workers
SDA	Shop, Distributive and Allied Employees' Association