

REVISED SUMMARY OF SUBMISSION

This table is a summary of submissions lodged for this award on or before 5.00pm on 18 May 2016. The notes refer to the conference held on 21 April 2016 ([Transcript](#)) and 29 April 2016 ([Transcript](#)), the [Report to Full Bench of 22 April 2016](#), [Report to Full Bench - 2 May 2016](#) and [Draft Report to Full Bench - 12 May 2016](#).

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
1.	AFEI	Sub-15/04/16	8		<i>In response to question: parties to provide clarification as to meaning of 'regular and normal meals', including whether meal breaks are paid or unpaid</i> Term 'regular and normal' involves minimal prescription of the length and timing of the unpaid meal break and is appropriate.	4	Parties agree to making no change to this clause, see Transcript [PN746-PN747]
	BusSA	Sub-15/04/16			"regular and normal meals" does not require specific definition and should be interpreted broadly. As the clause does not give positive indication, it should be assumed to be unpaid.	4.2.1	
	ABI & NSWBC	Sub-15/04/16			No positive indication that meal is paid, therefore meal unpaid. 'regular and normal meals' means and unpaid and uninterrupted break of no more than 30 mins at time of day typical for employee to consume a meal.	6.1	

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2.	AIG	Sub-14/04/16	9.1 and 10.1		Minimum wages Clause 9.1 not confined to full time employee. Proposes insertion of “(full-time employees)” below “minimum weekly rate” in second column of 10.1	244 – 246	Resolved – for consistency no change to ED Transcript [PN775-783]
	BusSA	Reply sub – 06/05/16			Agrees with AIG.	4.1	
	AIG	Reply sub – 05/05/16			Adopting proposed approach within awards reduces need to ensure same outcome is properly provided for within part-time and casual clauses.	77 – 78	“Full-time employees” to be inserted in brackets below minimum weekly rate in the table in clause 10.1 – Draft Report to Full Bench 12 May 2016
	AFEI	Reply sub – 06/05/16			Agrees with AIG and submits wording could be amended to: “An employer must pay a full time employee...” Cl.6.3 could also be clarified in this way by referring to payment for part-time employees being the same minimum wages as full time employees. But on a pro rate basis.	18 – 19	
3.	AFEI	Sub-15/04/16	9.5		Payment of wages Note relating to FW Regulations unnecessary and may cause confusion.	2	No change – standard provision. Arisen from para [57] [2015] FWCFB 4658 , see Transcript [PN804]

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4.	AFEI	Sub-15/04/16	10.2(a)		<i>Parties are asked to clarify the use of the term ‘headquarters’ in clause 10.2(a). Can ‘home or headquarters’ be replaced with ‘their usual place of residence’? Two distinct terms “home” and “headquarters” ought to be retained</i>	5	Parties to adopt ABI&NSWBC submission dated 15/04/2016, ED to be updated to include definition, and parties will have an opportunity to respond in reply submissions, see Transcript [PN748-PN749]	
	BusSA	Sub-15/04/16			“headquarters” refers to place of business and should not be interpreted as same as place of residence. Agree “home” can be “usual place of residence”.	4.2.2		
	ABI & NSWBC	Sub-15/04/16			Suggests “Home or headquarters, being the employer’s usual place of residence or the office to which the employee most frequently reports or otherwise takes instruction in the usual course of employment”. Asserts ‘home’ could not be replaced with “their usual place of residence”.	6.2		
	AIG	Reply sub – 05/05/16			New definitions should not be included.	87		AIG and AFEI do not support inclusion of definitions and will be discussed at 19 May 2016 conference – Draft Report to Full Bench 12 May 2016
	AFEI	Reply sub – 06/05/16			Does not agree to definition of “headquarters” as it could result in an erroneous interpretation hat Commercial Travellers are entitle to a weekend allowance for every weekend worked.	20		

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5.	AFEI	Sub-15/04/16	10.2(b)		<i>Is the amount 10.2(b) additional to the allowance in 10.2(a)?</i> Allowances are not cumulative.	6	Parties agree that allowance is additional to 10.2(a), see Transcript [PN755]
	BusSA	Sub-15/04/16			Word 'additional' in clause 10.2(b) indicates allowances are cumulative.	4.2.3	
6.	AIG	Sub-14/04/16	10.2(f)(i)	16.2(a)	Expenses and accommodation reimbursement Reinstate current award wording "in discharge of the duties". Argues "in the course of their employment" contained in ED is wider in scope than current MA.	247	Parties agreed to reinstate current wording, see Transcript [PN793-PN796]
	AFEI	Sub-15/04/16			Agrees with AIG.	3	
	ABI&NSW BC	Sub-15/04/16			Agrees with AIG.	6.3	
	BusSA	Reply sub – 06/05/16			Agrees with AIG, ABI.	4.2	
	AFEI	Reply sub – 06/05/16			Agrees with amendments made in revised ED.	21	
7.	AIG	Sub-14/04/16	10.2(f)(ii)	16.2(b)	Expenses and accommodation reimbursements Does not contain the word "such" at the commencement of the sub clause. Not clear what "expenses" the clause is referring to.	248 – 249	Parties agreed to include the word 'such' in front of 'expenses', see Transcript [PN796]
	AFEI	Reply sub – 06/05/16			Agrees with amendments made in revised ED.	21	

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8.	NewsCorp & Ors	Sub-02/03/15	13	24	Annual leave—cashing out Subject to the pending FWC decision, propose award be amended to provide for cashing out of annual leave.	1	
9.	NewsCorp & Ors	Sub-02/03/15	13	24	Annual leave—excessive leave Subject to pending FWC decision, propose award be amended to provide more flexibility for employer to direct employee to take annual leave where more than four weeks' accrued.	2	
10.	AIG	Sub-14/04/16	13.3(a)	24	Annual leave — leave loading Should be amended to refer to 'employee's minimum rate of pay prescribed by clause 9'.	250	Parties agreed, include words 'prescribed by clause 9' after 'employees minimum rates of pay', see Transcript [PN796]
	AFEI	Reply sub – 06/05/16			Agrees with amendments made in revised ED.	22	
11.	AFEI	Sub-15/04/16	16.3		Parties are asked whether only work 'in soliciting orders' is carried out on public holidays? Payment of 250% of the minimum hourly rate is inclusive of compensation for a 'paid day' of work.	7	Parties agreed to delete words 'in soliciting orders', see Transcript [PN756]
	BusSA	Sub-15/04/16			Business SA is consulting members about what work they carry out on public holidays	4.2.4	
	ABI &	Sub-15/04/16			Wording of 16.4 and tables in sched A	6.4	

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	NSWBC				suggest dichotomy of work performed on public holidays. Suggest amend to “All work done by an employee, other than travelling, at the request of the employer on a public holiday...”		
	AIG	Reply sub – 05/05/16			Current wording appropriate for occupations covered by award and contends objections justify retention of current provision. Substantive change should not be made.	79 – 84	AIG and AFEI do not agree in removing “soliciting orders” and this will be discussed at 19 May 2016 conference – Draft Report to Full Bench 12 May 2016
	AFEI	Reply sub – 06/05/16			Removal of “soliciting orders” is a substantive change and words should be retained.	23	
12.	BusSA	Sub-15/04/16	16.3		<i>In response to question: parties are asked to clarify if the “two and a half days leave” in clause 16.3 is in addition to a paid day for the public holiday</i> Two and a half days leave in addition to a paid day for public holiday inappropriate. Given worker already receiving 100% of minimum hourly rate for work on public holiday, only one and half days’ worth of leave should be granted.	4.2.4	Parties agreed that current drafting is sufficiently clear and no change is required, see Transcript [PN757]
	ABI&NSW BC	Sub-15/04/16			Employee, receiving two and a half days’ leave with pay, ought not also receive payment for the public holiday	6.5	

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13.	AIG	Sub-14/04/16	Sch A.1.2		Summary of hourly rates of pay First column titled “ordinary hours” unnecessary and should be deleted.	251	Parties agreed to delete column titled ‘ordinary hours’, see Transcript [PN796]
	AFEI	Reply sub – 06/05/16			Agrees with amendments made in revised ED.	24	

List of abbreviations (in alphabetical order)

ABI&NSWBC	Australian Business Industrial and New South Wales Business Chamber
AFEI	Australian Federation of Employers and Industries
AIG	Australian Industry Group
BusSA	Business SA
ED	Exposure draft to modern award
NewsCorp & Ors	News Corp, Bauer Media Ltd, Pacific Magazines Pty Ltd, GNM Australia Pty Ltd, Seven Network (Operations) Limited and its related entities, Network Ten Pty Ltd and its related entities, Nine Network Pty Ltd and its related entities, and Prime Media Group and its related entities.