

SUMMARY OF SUBMISSIONS

This table is a summary of submissions lodged for this award on or before 5.00pm on 22 July 2017 and has been updated to reflect the Report to the Full Bench dated [3 June 2016](#) and hearing held on 6 June 2016 ([Transcript](#)).

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
1.	NFF	Sub-14/04/16	1.2		Title and commencement Proposes re-wording clause by removing “as varied”.	Para 10-11	Delete “as varied”, see Report to Full Bench and Transcript [PN432-PN456]
	VOH	ReplySub-05/05/16			Supports NFF amendment.	Page 2	
	AIG	ReplySub-08/05/16			Shares NFF concern with cl.	Para 142	
2.	NFF	Sub-14/04/16	2.1		National Employment Standards The NES is a defined term and does not need to be referred to in full.	Para 18	This issue has been withdrawn, see Transcript [PN456-PN460]
	NFF	Sub-14/04/16			National Employment Standards For consistency with s. 61 of the FW Act, the description in cl 2.1 should also accommodate terms and conditions that operate for the benefit of employers covered by the award.	Para 19-20	
	AIG	ReplySub-08/05/16			Does not oppose NFF submission re reference in full.	Para 143	
	VOH	ReplySub-05/05/16			Supports NFF proposed amendments.	Page 2	
3.	NFF	Sub-14/04/16	2.3		National Employment Standards Submits cl should reflect current MA and also deal with situation where there is no noticeboard and limited or	Para 21	Parties agree to proposed wording in paragraph 145 of AIG submission

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					no internet coverage.		dated 8 May 2016, see Report to Full Bench and see Transcript [PN460-PN461]
	VOH	ReplySub-05/05/16			Supports NFF proposal.	Page 2	
	AIG	ReplySub-08/05/16			Notes NFF raise a salient point. Do not agree with deletion of reference to “electronic means”.	Para 144-145	
4.	Mitolo and others	Sub-02/03/15	3	4	Coverage May seek changes to the coverage clause depending upon Full Bench decision in C2014/7871 (also affects Storage Services).	p.1	Parties are of the view that this issue will need to be referred to a separate Full Bench, see Transcript [PN462-PN464]
	AIG	Sub-02/03/15			Coverage May seek changes to the coverage clause depending upon Full Bench decision in C2014/7871.	Para 5	
	NFF	Sub-13/03/15			Coverage Intends to propose change to give effect to the intention that the Award covers ‘agricultural production within the farm gate’.	Para 5(a)	
5.	BusSA	Sub-15/04/16	3.2 and 3.3		Coverage Cl 3.2 has a definition of horticulture industry as well as Sch G.	Para 8.1.1	The definition of “horticultural industry” should be deleted from Schedule G, see Report to Full Bench and Transcript [PN464-PN472]
	NFF	Sub-14/04/16			Coverage Definition of “horticulture industry” is repeated at Sch G and clauses 3.2 and 3.3. If definition is to be included at Sch G these clauses should be removed from body of award.	Para 13	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	AIG	ReplySub-08/05/16			Does not oppose NFF proposal.	Para 147	
6.	NFF	Sub-14/04/16	3.4(a)		Coverage 'Act' is a defined term and does not need to be spelt out in full.	Para 22	This issue has been withdrawn, see Transcript [PN472-PN473]
	AIG	ReplySub-08/05/16			Does not oppose amendment proposed by NFF	Para 148	
7.	NFF	Sub-14/04/16	3.5		Coverage Should be amended with ref to "horticulture industry" for simplicity and ease of understanding noting that "horticulture industry" is a defined term.	Para 23	Parties agree to adopt NFF proposal, see Transcript [PN474-PN475]
	VOH	ReplySub-05/05/16			Supports NFF proposal.	Page 2	
	BusSA	ReplySub-06/05/16			Agrees with NFF proposal.	Para 8.1	
	AIG	ReplySub-08/05/16			Does not oppose NFF.	Para 149	
8.	NFF	Sub-14/04/16	3.6		Coverage Should be amended with ref to "horticulture industry" for simplicity noting that "horticulture industry" is a defined term.	Para 24	Parties agree to adopt NFF proposal, see Transcript [PN476-PN479].
	VOH	ReplySub-05/05/16			Supports NFF proposal.	Page 2	
	BusSA	ReplySub-06/05/16			Agrees with NFF.	Para 8.1	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	AIG	ReplySub-08/05/16			In response to NFF – opposes deletion of “and/or part of industry”. Concerned deletion of these words would be a substantive change to the current award.	Para 150-151	
9.	NFF	Sub-14/04/16	5 and 5.2		Facilitative Provisions Not clear why such a term is necessary. If a term to be included current clause should be amended.	Para 25–27	Parties intend to have further discussions about which clauses are to be included as facilitative provisions, see Report to Full Bench (NOTE: 6 June 2016 Transcript at [PN480-PN481] indicates this has been withdrawn but submission of 16 June 2016 filed by NFF indicates otherwise)
	AIG	ReplySub-08/05/16			Does not oppose NFF change but does not consider it necessary. Does not agree that cl 4.1, 16.7 and 24.3 are facilitative provisions in the sense contemplated by cl 5.1.	Para 152 - 153	
	VOH	ReplySub-05/05/16			Agrees with NFF to insert clause 15.2(a)(i) into the table of facilitative provisions at cl 5.2.	Page 2	
	VOH	Sub-14/04/16			Cl 4.1 “award flexibility” clause should be added.	Para 2	
	VOH	Sub-14/04/16			“Cl 10.2(a) piecework” should be removed.	Para 2(b)	
	NFF	ReplySub-05/05/16			Agrees with VOH that cl 10.2(a) should be removed from the table of facilitative provisions.	Para 8	
	AFEI	ReplySub-06/05/16			Agrees with VOH that 10.2(a) should be removed from facilitative provisions	Para 41	
	AiG	Sub-14/04/16			Some provisions missing from the	Para 316–318	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					facilitative provisions clause – 8.1(a)(i) and 10.2(b).		
	BusSA	ReplySub-06/05/16			Agrees with AIG proposal re 8.1(a)(i) and 10.2(b).	Para 8.2	
	VOH	ReplySub-05/05/16			Supports AIG proposal to insert of cl 8.1(a) into facilitative table.	Page 3	
	NFF	Sub-16/06/16			Provides a revised table of facilitative provisions in submission.	Page 1	
10.	FWO	Corro-02/03/15	6	10.4(c); 22.1(d) and 22.2(h)	Overtime entitlement for casuals Has received enquires as to whether casual employees are entitled to overtime rates. Interaction of provisions may cause uncertainty amongst award users regarding whether overtime rates in 22.1 and 22.2 apply to casuals.	Item 18	Being dealt with by Part-time and Casuals Full Bench in AM2014/196 and AM2014/197
	AWU	Sub-02/03/15			Overtime entitlement for casuals Intend to pursue a variation to clarify that casuals receive overtime when they work: <ul style="list-style-type: none"> • In excess of the ordinary hours (clause 10.4(a)); • Outside the span of ordinary hours and maximum daily hours (clause 22.1); and • Outside the span of ordinary hours and maximum shift hours (clause 22.2) 	Paras 3-5	Being dealt with by Part-time and Casuals Full Bench in AM2014/196 and AM2014/197

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					Will seek to delete the words 'full-time and part-time' appearing in clause 22.1 and 22.1(d).		
11.	AWU	Sub-17/04/16	6.4		Part time employees CI does not provide enough certainty about the hours of work for part-time employees. Supports proposals by NUW in the Casual and Part-time Employment proceedings.	Para 4	Awaiting decision of the Part-time and Casuals Full Bench in AM2014/196 and AM2014/197 before progressing further, see Transcript [PN484-PN487].
	AIG	ReplySub-08/05/16			AWU proposal should be left to the Full Bench conducting casual and part time employment proceedings.	Para 154	
	VOH	ReplySub-05/05/16			Submits AWU matters are currently being dealt with in the casual and part time proceedings (AM2014/196 and AM2014/197). It is premature for the AWU to propose changes in its submissions. The ED reflects the nature of part-time work in the industry. No further limits should be imposed.	Page 1	
	NFF	ReplySub-05/05/16			Does not agree with AWU submission. Issue being dealt with in Part-time and Casuals Full Bench in AM2014/196 and AM2014/197	Para 9	
	AFEI	ReplySub-06/05/16			AWU submissions are not technical and drafting issues. They relate to substantive matters before casual and part time Full Bench.	Para 42	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
12.	AiG	Sub-14/04/16	6.4(b)		Part time employees Phrase minimum hourly rate should be used in clause 6.4(b).	Para 319	Parties have not reached an agreed position regarding this claim, see Report to Full Bench and Transcript [PN488-PN489] (NOTE: this issue has been determined at para [35] and [91] of [2015] FWCFB 4658)
	VOH	ReplySub-05/05/16			Supports AIG proposed amendment.	Page 3	
	BusSA	ReplySub-06/05/16			Agrees with AIG proposal.	Para 8.3	
13.	NFF	Sub-14/04/16	6.5(c) and 6.5(c)(i)		Casual loading CI should be amended.	Para 28	Parties have agreed to delete “ordinary” from the first sentence but no agreement has been reached regarding the insertion of “minimum hourly rate” to replace “ordinary hourly rate”, see Report to Full Bench and Transcript [PN490-PN499] (NOTE: the second issue regarding insertion of “minimum hourly
	AWU	Sub-17/04/16			Casual employees Wording of ED potentially confines payment to ordinary hours of work. proposes amendment: “For each hour worked...”	Para 5	
	AIG	ReplySub-08/05/16			Does not oppose NFF proposal to amend provision. If AWU claim successful, may need to revisit rewording.	Para 155	
	NFF	ReplySub-05/05/16			Agrees with AWU proposal.	Para 10	
	BusSA	ReplySub-06/05/16			Agrees with AWU proposal	Para 8.5	
	VOH	ReplySub-05/05/16			AWU proposals currently being dealt with in the casual and part time	Page 1	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					proceedings (AM2014/196 and AM2014/197) and it is premature for the AWU to propose changes in its submissions. There is currently no entitlement to overtime for casuals. This is made clear in cl 22.1 of the current MA which limits overtime to part-time and full-time employees.		rate” or “ordinary hourly rate” has been determined at para [35] and [91] of [2015] FWCFB 4658)
14.	AiG	Sub-14/04/16	6.5(c)(i)		Casual loading Cl 6.5(c)(i) should be amended by replacing the reference to the ‘ordinary hourly rate’ with ‘minimum hourly rate’.	Para 320–321	Parties have not reached an agreed position regarding this claim, see Report to Full Bench and Transcript [PN490-PN499] (NOTE: this issue has been determined at para [35] and [91] of [2015] FWCFB 4658)
	BusSA	ReplySub-06/05/16			Agrees with AIG.	Para 8.4	
	VOH	ReplySub-05/05/16			Agrees with AIG.	Page 3	
15.	FWO	Corro-02/03/15	8	10.4(c); 22.1 and 22.2	Shiftwork provisions applying to casuals Unclear whether shiftwork provisions in clause 22.2 of MA can apply to casual employees. May be unclear whether shiftwork provisions in clause 22.2 of MA, (which do not mention which types	Item 19	Parties agree the table of provisions for casual shift workers should go into Schedule B of ED, see Transcript [PN503-PN504].

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					of employees it may cover), should be read in conjunction with clause 22.1 of MA.		
16.	AiG	Sub-14/04/16	8		Ordinary hours of work and rostering Alter clause 8 title to clarify it only applies to employees who are not shiftworkers.	Para 322	Insert “(day workers)” in title, see Report to Full Bench and Transcript [PN505-PN507]
	NFF	ReplySub-05/05/16			AIG proposal should be the subject of discussion between the parties.	Para 11	
	BusSA	ReplySub-06/05/16			Agrees with AIG proposal.	Para 8.6	
17.	AiG	Sub-14/04/16	8.1		Ordinary hours and roster cycles Cl 8 only has one subclause—a separate sub heading unnecessary and should be deleted.	Para 323	This issue has been withdrawn, see Transcript [PN508-510]
	BusSA	ReplySub-06/05/16			Agrees with AIG proposal.	Para 8.7	
18.	AWU	Sub-17/04/16	8.1 (a)(iii)		Ordinary hours and roster cycles Word “should” not consistent with a binding legal obligation. Submits the word be amended to “shall”.	Para 6	This issue has been withdrawn, see Transcript [PN511-PN512].
	NFF	ReplySub-05/05/16			The wording of cl 22.1(e) of current MA should be retained.	Para 12	
	VOH	ReplySub-05/05/16			Objects to AWU amendment. Obligation is clear and reflects what appears in the current MA.	Page 1	
	AIG	ReplySub-			AWU proposed change should not be	Para 156-160	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
		08/05/16			made without considering history of current wording and/or evidence of practical application of current provision.		
19.	AWU	Sub-17/04/16	8.1(a)(iv)		Ordinary hours and roster cycles Submits clause could be improved by adding reference to work outside the span of ordinary hours.	Para 7	Parties are still considering the AWU's proposed wording, see Report to Full Bench and Transcript [PN513-PN521].
	AIG	ReplySub-08/05/16			Does not oppose AWU proposal	Para 161	
	AFEI	ReplySub-06/05/16			Objects to AWU proposal.	Para 43	
	VOH	ReplySub-05/05/16			Objects to AWU proposal.	Page 2	
	NFF	ReplySub-05/05/16			Does not agree with AWU proposal.	Para 13	
	BusSA	ReplySub-06/05/16			Disagrees with AWU. Current wording clear when cl 15 applies.	Para 8.9 and 8.25	
	ABI & NSW BC	ReplySub-06/05/16			Opposes AWU proposal. Clause already sufficiently clear.	Para 17.1	
20.	AiG	Sub-14/04/16	8.1(a)(iv)		Ordinary hours and roster cycles The phrase "and paid in accordance with clause 15—Overtime" should be deleted.	Para 324	"and paid in accordance...- Overtime" should be deleted, see Report to Full Bench and Transcript [PN521-522]
	BusSA	ReplySub-06/05/16			Agrees with AIG proposal.	Para 8.8	
	VOH	ReplySub-05/05/16			Supports AIG amendment as it reflects what is in the current MA.	Page 2 and 3	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	NFF	ReplySub-05/05/16			In response to AIG – NFF view is that the terms are sufficiently clear.	Para 14	
21.	AiG	Sub-14/04/16	9.1(a)		Meal Break Drafting of ED deviates from current MA – “not less than 30 minutes and not more than one hour”. Current wording should be retained.	Para 325 – 326	Parties agree to reinstate first sentence of current award clause 23.1(a), see Report to Full Bench and Transcript [PN523-PN524]
	NFF	ReplySub-05/05/16			NFF does not oppose change of language to revert to MA.	Para 15	
22.	AWU	Sub-17/04/16	9.1(c) (incorrectly referred to as 9.2(c) in submission)	23.1(b)	Meal break Current MA refers to “appropriate minimum wage” which may include shift loading for shift workers. Term in ED – “ordinary hourly rate” does not encompass shift loadings. Submits ED reduces entitlement. Refers to decision of Full Bench in [2015] FWCFB 7236	Para 8	This issue has been withdrawn, see Transcript [PN525-PN526]
	NFF	ReplySub-05/05/16			Does not agree with AWU proposal as it would introduce new complexity to the award.	Para 19 and 20	
	AFEI	ReplySub-06/05/16			Disagrees with AWU suggestion. Opposes proposed inclusion of “applicable rate of pay”.	Para 44	
	ABI&NS WBC	ReplySub-06/05/16			Opposes AWU proposed change to the clause on the basis that shift loadings are not included in the calculation of the “appropriate		

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					minimum wage” under the current award and accordingly no diminution in entitlements will occur.		
23.	AiG	Sub-14/04/16	9.1(c)		Meal Break “Ordinary hourly rate” in cl 9.1(c) is a substantive change. Clause should be amended to read “minimum hourly rate”.	Para 327 – 328	Parties have not reached an agreed position regarding this claim, see Report to Full Bench and Transcript [PN527-PN528] (NOTE: this issue has been determined at para [35] and [91] of [2015] FWCFB 4658)
	BusSA	ReplySub-06/05/16			Agrees with AIG.	Para 8.10	
	VOH	ReplySub-05/05/16			Agrees with AIG that change should be to “minimum hourly rate”.	Page 2	
	NFF	ReplySub-05/05/16			Agree current MA refers to “minimum wage” and are open to discussion on how the minimum rate provision intersects with the all purpose allowance.	Para 16	
24.	VOH	Sub-14/04/16	9.2		Rest break <i>In response to FWC query:</i> The clause should provide that the paid rest break is to be taken within 5 hours of commencement of a shift or as agreed with the employee. The later will require it to be a facilitative provision.	Para 1	Parties have not reached an agreed position regarding this claim, see Report to Full Bench and Transcript [PN529-530]
	NFF	Sub-14/04/16			The rest break should be taken during rostered hours of work (whether those hours are during the day, afternoon or night).	Para 29	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	AWU	Sub-17/04/16			Submit it would be unjust for day workers to receive a paid rest break but not shiftworkers. Propose amending cl.	Para 9	
	AFEI	Sub-15/04/16			Submit clause be reworded to “Employees will be allowed a paid rest break of 10 minutes each day”.	8.2.1	
	AFEI	Sub-15/04/16			Words “each morning” should be amended to “each shift”.	Para 8	
	AiG	Sub-14/04/16			Plain and ordinary meaning of provision is that the break it provides for is to be allowed during the morning.	Para 329	
	NFF	ReplySub-05/05/16			In response to AIG, VOH and AWU – further discussion between parties on appropriate form of wording may be appropriate. Disagree with wording proposed by AWU.	Para 17 and 18	
	AIG	ReplySub-08/05/16			Opposes AWU proposal. Would result in substantive increase to employee entitlements. Relies on 14 April submissions at para 329	Para162-163	
25.	AWU	Sub-17/04/16	9.3(a)		Ten hour break after ceasing work for the day Propose amendment to eliminate ambiguity when a night shift ceases and then commences again on the same calendar day.	Para 10	Parties have not reached an agreed position regarding this claim, see Report to Full Bench and Transcript

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	NFF	ReplySub-05/05/16			Does not oppose AWU proposal to insert the words “or shift” at end of clause.	Para 21	[PN531-PN532]
	BusSA	ReplySub-06/05/16			Agrees with AWU proposal.	Para 8.11	
	AIG	ReplySub-08/05/16			Unaware of any practical problems arising from current wording. AWU proposal should not be made.	Para 164-168	
26.	FWO	Corro-02/03/15	10	15, 15.5, 22, 25 and 26	<p>Piecework rate of pay - casuals Received enquiries about how to calculate piecework rate for casuals. May be unclear whether under clause 15.3 the piecework rate should be calculated:</p> <ul style="list-style-type: none"> • On a compound basis; or • On a cumulative basis 	Item 21	This issue is being dealt with by Part-time and Casuals Full Bench in AM2014/196 and AM2014/197 , see Transcript [PN533-PN543]
	FWO	Corro-02/03/15			<p>Pieceworkers rate of pay when on annual leave/personal leave Received enquiries about how to determine amount a pieceworker should be paid when they take annual leave or personal/carers leave under clauses 25.1 and 26. May be unclear how to determine the amount of leave payable and at what rate it should be paid.</p>	Item 20	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
27.	VOH	Sub-14/04/16	10.2		Pieceworkers <i>In response to FWC query:</i> Difficulty providing an example as pieceworker arrangement does not operate on a one size fits all arrangement.	Para 2	NFF intends to circulate a proposal for consultation and further discussion but it may also assist if the Commission was to research the arbitral history of leave entitlements for permanent pieceworkers in Horticultural awards, see Report to Full Bench and Transcript [PN537-PN543].
	VOH	Sub-14/04/16			Pieceworkers <i>In response to FWC query:</i> Submit that experience has been that pieceworkers are casuals. Therefore, no need to address issue.	Para 3	
	NFF	Sub-14/04/16			Pieceworkers <i>In response to FWC query:</i> Permanent employees are entitled to the applicable base rate for ordinary hours when taking annual and personal leave whether full time (based on 38 hours) or part time (based on agreed hours).	Para 30	
	NFF	Sub-14/04/16			Pieceworkers <i>In response to FWC query:</i> Does not support inclusion of example. Likely to cause confusion. Examples available on FWO website.	Para 31	
	AWU	Sub-17/04/16			Minimum wages - Pieceworkers <i>In response to FWC query:</i> Submit amendments should be made to ED to clarify paid leave entitlements for pieceworkers	10 – 13	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	BusSA	Sub-15/04/16			Pieceworkers <i>In response to FWC query:</i> Hours worked by a pieceworker should be recorded and annual leave/personal leave entitlements be based on workers standard rate. Pieceworkers should be paid their standard rate and annual leave loading when taking annual leave. Personal/carers leave the same (but without leave loading)	8.2.2	
	AFEI	Sub-15/04/16			Pieceworkers <i>In response to FWC query:</i> No evidence to indicate an example would be necessary. When taking annual leave, pieceworker receives payment in accordance with rate they would have received had they instead been paid in accordance with Clause 10.	Para 9 – 10	
	AFEI	Sub-15/04/16			Minimum wages - Juniors <i>In response to FWC query:</i> Does not oppose rounding rules being deleted.	Para 11	
	VOH	ReplySub-05/05/16			In response to AWU – objects to this proposal. In response to NFF – supports proposal.	Page 2	
	NFF	ReplySub-			In response to AWU – does not agree	Para 22	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
		05/05/16			with AWU proposal and relies on comments in 14 April submissions. Note that the rate of pay for annual leave is currently at issue in the annual leave common issue proceedings.		
	AIG	ReplySub-08/05/16			AIG suggests that the starting point to clarifying provision is the identification of what amount would currently be required to be paid. AWU proposal would establish a new entitlement for employees and would be substantive change. Suggests cl 10.1 be amended. If there is an issue with cl 16.4 this should be referred to conference.	Paras 169-192	
	AFEI	ReplySub-06/05/16			Relies on previous submissions	Para 45	
28.	VOH	Sub-14/04/16	10.3(b)		Minimum wages – juniors <i>In response to FWC query:</i> Submits cl should be amended to “(b) The wage payable to a junior will, in the case of a weekly employee, be calculated to the nearest \$0.10, and in the case of an hourly employee, be calculated to the nearest quarter of one cent.”	Para 4	Delete “quarter of one”, see Report to Full Bench and Transcript [PN544-PN546].
	NFF	Sub-14/04/16			Rounding to the nearest cent is the appropriate rounding method.	Para 32	
	AWU	Sub-17/04/16			Supports consistent rounding rules	Para 14	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					across awards and supports proposed amendment.		
	BusSA	Sub-15/04/16			Agrees rounding to nearest quarter of one cent is unnecessarily complex. Propose calculated to nearest cent. Would align 10.3(b) with 10.1(a).	Para 8.2.3	
	NFF	ReplySub-05/05/16			NFF view is that rounding to the nearest cent is appropriate.	Para 23	
29.	AWU	Sub-17/04/16	10.4(a)		Minimum wages - Payment of wages Reference to “the actual ordinary hours worked each week or fortnight” is confusing and potentially removes obligation for overtime hours. Propose amendment.	Para 15	Delete the words “ordinary”, see Report to Full Bench and Transcript [PN546-PN549].
	NFF	ReplySub-05/05/16			Agree with submission of AWU.	Para 24	
30.	AWU	Sub-17/04/16	11		Allowances <i>In response to FWC query:</i> Do not oppose travelling allowance and tool and equipment allowance being listed as expense related allowances	Para 16	Parties agree that the exposure draft is adequate and no amendments are required, see Report to Full Bench and Transcript [PN549-PN550].
	VOH	Sub-14/04/16			No, reimbursement allowances for tools and equipment and travelling should not be described as ‘all purpose’	Para 1(a) and Para 5	
	NFF	Sub-14/04/16			Tools allowance and travelling allowances are not all purpose	Para 33 – 34	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					allowances. Cl 11.2 repeats proposed definition of “all purpose allowance”. A definition only needs to be set out once in the award.		
	AFEI	Sub-15/04/16			Agrees with structuring of exposure draft which identifies all-purpose allowances as leading hand, wet-work and first aid.	Para 12	
	BusSA	Sub-15/04/16			Allowances for tools and equipment and travelling should not apply for all purposes.	Para 8.2.4	
	AIG	ReplySub-08/05/16			Agrees with submissions that indicate tools, equipment and travelling should not be all purpose.	Para 193	
	NFF	ReplySub-05/05/16			Notes parties agree that travelling allowance, tool and equipment allowance should not be treated as all purpose allowances.	Para 26	
31.	VOH	Sub-14/04/16	11.3(a)(iii)		Allowances – travelling allowance Delete 11.3(a)(iii). Insert at the end of 11.3(a)(ii) “unless the employer provides the employee with suitable accommodation free of charge.”	Para 3(a)	Parties agree to adopt the proposed wording of VOH, see Report to Full Bench and Transcript [PN551-PN552].
	NFF	ReplySub-05/05/16			Not opposed to VOH proposal.	Para 25	
32.	VOH	Sub-14/04/16	11.3(b)(i)		Tool and equipment allowance Add words “unless the tools and equipment are paid for by the employer...”	Para 3(b)	Parties agree to adopt wording in paragraph 330 of AIG submission

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	AIG	Sub-14/04/16			Concern raised by VOH valid. There is merit in amending 11.3.		dated 14 April 2016, see Report to Full Bench and Transcript [PN553-PN554].
	NFF	Sub-14/04/16			CI should be amended.	Para 35	
	AiG	Sub-14/04/16			CI has been altered slightly so it is not clear that reimbursement for cost of tools only occurs where the employer requires the employee to supply own tools and equipment. Proposes amendment.	Para 330	
	NFF	ReplySub-05/05/16			Supports AIG proposal.	Para 29	
	BusSA	ReplySub-06/05/16			Supports AIG and NFF proposal.	Para 8.12	
	AIG	ReplySub-08/05/16			Does not oppose variation proposed by NFF.		
33.	AWU	Sub-17/04/16	11.3(c) and 15.4	24.3	Meal allowance Proposes cl 15.4 of the ED be deleted as cl 11.3 (c) sufficiently reflects clause 24.3 of MA	Para 22	Delete clause 15.4 as it simply repeats clause 11.3(c), see Report to Full Bench and Transcript [PN555-PN557].
	BusSA	ReplySub-06/05/16			Agrees with AWU.	Para 8.13	
	NFF	ReplySub-05/05/16			Notes both NFF and AWU agree that clause 15.4 of ED should be deleted.	Para 27 and 28	
34.	NFF	Sub-14/04/16	12		Accident pay Model term set out in AM2014/190 should be inserted.	Para 36	This issue has been withdrawn, see Transcript [PN558-PN559].
35.	VOH	Sub-14/04/16	14.1(b)		Shiftwork	Para 4	This issue has been

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					Definitions of “afternoon shift” and “night shift” should appear in Sch G – Definitions.		withdrawn, see Transcript [PN560-PN561]
	BusSA	ReplySub-06/05/16			Agrees with VOH submission.	Para 8.14	
	AIG	ReplySub-08/05/16			Does not believe definitions proposed by VOH are appropriate.		
36.	AWU	Sub-17/04/16	14.1 (h)		Penalties and overtime – shiftwork Insert “and” between “overtime” and “paid”.	Para 17	Delete the word “overtime”, see Report to Full Bench and Transcript [PN565-PN578].
	AiG	Sub-14/04/16			The phrase “paid in accordance with clause 15-Overtime” should be deleted.	Para 331	
	VOH	ReplySub-05/05/16			Supports AIG proposal.	Page 3	
	NFF	ReplySub-05/05/16			Agrees that wording in the current MA should be retained.	Para 30	
	BusSA	ReplySub-06/05/16			Agrees with AIG.	Para 8.15	
	BusSA	ReplySub-06/05/16			Agrees with AWU.	Para 8.16	
37.	NFF	Sub-14/04/16	15.1		Overtime 15.1 should not be inserted into award. It is a new clause which will dramatically alter meaning of award. Casual employees are not entitled to overtime under the Horticulture Award. Cl 15.1 would have effect of	Para 37 – 39	Casual and Part-time Full Bench may resolve this issue, see Report to Full Bench and Transcript [PN579-PN582].

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					altering this position so that casuals would be entitled to overtime after working more than 152 hours in any four week period.		
	ABI	Sub-15/04/16			Overtime – definition Oppose addition of wording.	Para 17.1	
	AiG	Sub-14/04/16			Definition Provision is not limited in its application to full-time and part-time employees and extends the application of overtime rates to casual employees. This is substantive change. Claim that casual employees are entitled to overtime rates has been referred to Part-time and Casuals Full Bench in AM2014/196 and AM2014/197 .	Para 332 – 333	
	Bus SA	ReplySub-06/05/16			Supports NFF proposal.	Para 8.17	
	AFEI	ReplySub-06/05/16			Notes AIG submission and submits that the wording of clause 15.1 should reflect current award.	Para 46	
38.	NFF	Sub-14/04/16	15.1		Overtime Submits Cl 8.1(a)(iv) already defines overtime as does cl 14.1(h) – additional definition unnecessary.	Para 40	Casual and Part-time Full Bench may resolve this issue, see Report to Full Bench (NOTE: 6 June 2016 Transcript at
	Bus SA	ReplySub-06/05/16			Supports NFF submission.	Para 8.17	
	VOH	ReplySub-			In response to NFF – to the extent	Page 2	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
		05/05/16			that cl 15.1 seeks to extend overtime to employees other than full-time or part-time the clause should be amended. Duplication of clauses 8.1(a)(iv) and 14.1(h) should be addressed.		[PN582-PN583] indicates this issue is not agreed and does not refer to the issue being dealt with by the Casual and Part-time Full Bench).
39.	AWU	Sub-17/04/16	15.2		Overtime – time off instead of payment for overtime Overtime provision in the award should be amended so it provides a default position of payment for overtime with an employee then being provided with an opportunity to elect to take TOIL	Para 18 – 21	This issue is being dealt with by the Award Flexibility Full Bench, see Transcript [PN584-PN585].
	VOH	Sub-14/04/16			Add “hours” between “overtime” and “worked” to clarify it is a one per one arrangement.	Para 5(a)	
	VOH	Sub-14/04/16			Clause 15.2(a) should be amended by adding at the end of the sentence “unless the employee, elects to be paid for overtime worked in accordance with clause 15.2(c)”. 15.2(b)(ii) is to become 15.2(c).	Para 5(b) and Para 5(c)	
	AIG	ReplySub-08/05/16			AWU concerns should be dealt with as part of the relevant common claims proceedings.	Para 202	
	NFF	ReplySub-05/05/16			Notes comments of VOH and AWU. Notes issue is being dealt with in the	Para 31	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					award flexibility common issue proceedings.		
	AIG	ReplySub-08/05/16			Does not oppose addition of word “hours” as proposed by VOH. Does not agree with amendments proposed by VOH for 15.2(b)(ii), 15.2(b)(iii) 15.2(c).	Para 201	
40.	VOH	Sub-14/04/16	15.3(c)		Overtime – Payment of overtime Delete “elect” and replace with “agree with the employer”.	Para 5(d), pg. 2	This issue has been withdrawn, see Transcript [PN586-PN587]
	BusSA	ReplySub-06/05/16			In response to VOH – agrees	Para 8.18	
41.	VOH	Sub-14/04/16	15.4 (see also 11.3)		Meal allowance Add “meal or” before “meal allowance”.	Para 5(e)	Delete clause as it is simply repeated in clause 11.3(c), see Report to Full Bench and Transcript [PN588-PN589]
	BusSA	ReplySub-06/05/16			Agrees with VOH.	Para 8.19	
	AIG	ReplySub-08/05/16			Does not oppose deletion of cl 15.4.	Para 204	
	AFEI	ReplySub-06/05/16			In response to AWU sub re cl 11.3 – current wording should be retained.	Para 47	
42.	AWU	Sub-17/04/16	16.8		Annual leave – proportionate leave on termination Submits wording is contrary to s90(2) of Act - propose amendment.	Para 24	This issue is being with by the Annual leave Full Bench, see Transcript [PN592-PN604]
	VOH	ReplySub-05/05/16			In response to AWU – there is no direct contravention of s.90 of Act. Nevertheless, dealt with in the note	Page 2	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					to cl 16.5 and no need to replicate.		
	NFF	ReplySub-05/05/16			Issue raised is being dealt with in the annual leave common issue.	Para 32	
	AIG	ReplySub-08/05/16			AWU proposal should not be adopted.	Para 205-208	
	AFEI	ReplySub-06/05/16			In response to AWU – cl not inconsistent with NES. ED does not exclude payment of annual leave loading on termination.	Para 48	
43.	NFF	Sub-14/04/16	20.3		Public holiday rates For consistency, should be amended to “all work performed on public holidays will be paid for at the rate of 200% of the ordinary hourly rate”	Para 42 – 43	Replace wording with proposed wording in paragraph 26 of AWU submission dated 5 May 2016, see Report to Full Bench and Transcript [PN605-PN606].
	BusSA	ReplySub-06/05/16			Agrees with NFF.	Para 8.20	
44.	BusSA	Sub-02/03/15	21	19.3	Payment of wages on termination of employment Current award states wages must be paid on day of termination or forwarded by post next working day. Seek to insert alternative wording into clause as per the <i>Vehicle Manufacturing Repair, Service and Retail Award 2010</i> . Issue affects multiple awards (see	Page 6	Referred to separately constituted Full Bench, see Transcript [PN607-PN619].

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					AIG Correspondence of 25 Nov 2014).		
45.	AiG	Sub-14/04/16	Sch B		Summary of hourly rates of pay B.1.2 states that rates calculated in schedule are based on the minimum hourly rate. Despite this the table indicates that the rates are a percentage of the ordinary hourly rate. Reference is confusing. References should be amended.	Para 334 – 335	Parties have not reached an agreed position as to whether headings for tables should reference the “ordinary hourly rate” or “minimum hourly rate”, see Report to Full Bench and Transcript [PN619-PN620].
	NFF	ReplySub-05/05/16			Agrees with AIG. Calculations of rates in Sch B based on minimum hourly rate not ordinary hourly rate. This should be clarified in the tables.	Para 35	
	BusSA	ReplySub-06/05/16			Agrees with AIG.	Para 8.21	
46.	AiG	Sub-14/04/16	Sch B.2.3		Full time and part time employees – overtime rates The word “first” before “5” in the fourth column of B.2.3 should be deleted.	Para 336	Delete the first reference to the word “first” in the column heading “Sunday during harvest reason” in table B.2.3 of Schedule B, see Report to Full Bench and Transcript [PN621-PN622].
	NFF	ReplySub-05/05/16			Agrees with AIG proposal.	Para 36	
	VOH	ReplySub-05/05/16			Supports AIG proposal.	Page 3	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
47.	AWU	Sub-17/04/16	Sch B.3		<p>Casual adult employees There are no shiftwork or overtime rates identified for casuals. The casual shift work rates are 140% for afternoon and night shift because the casual loading is not paid for all purposes.</p>	Para 25	Concerns regarding the use of the heading “% of ordinary hourly rate” in tables require further discussion and parties agree clarity for all scenarios is desirable. Resolution achieved through this discussion may also address issues raised by Item 15, see Report to Full Bench (NOTE: 6 June 2016 Transcript at [PN623-PN630] indicates parties have agreed to this change, subject to the insertion of rates)
	NFF	ReplySub-05/05/16			<p>Agrees with AWU that shift loadings should be reflected in Sch B.3 however notes that overtime does not apply to casuals.</p>	Para 34	NFF has withdrawn support for this change, see new row below and correspondence of 17 June 2016

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	NFF	Corr-17/06/16			This change would create a new substantive entitlement to overtime for casual employees and accordingly does not agree to the proposed change.	Page 1	
48.	NFF	Sub-14/04/16	Sch E		National Training Wage Changes to Commonwealth vocational education and training model necessitate updating language in relation to training packages.	Para 44 – 47	Parties agree to adopt paragraphs 44-46 of National Farmers' Federation submission dated 14 April 2016 as it addresses this issue, see Report to Full Bench (NOTE: 6 June 2016 Transcript at [PN630-PN640] indicates that AiG is considering whether change is appropriate and indicated they would confirm their position in writing).
49.	VOH	Sub-14/04/16	Sch E.7		Allocation of Traineeships to Wage Levels <i>In response to FWC query:</i> Provides three additional training packages to be included in table.	Para 9	NFF have provided submission regarding this change and parties are considering submission, see
	NFF	Sub-30/05/16			The Agri-Food, Amenity	Page 1	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					Horticulture, Conservation and Land Management and Rural Production training packages have been consolidated into one training package titled 'Agriculture, Horticulture and Conservation and Land Management.'		Transcript [PN640-PN644].
50.	AiG	Sub-14/04/16	Sch G		Definitions – ordinary hourly rate Definition of 'ordinary hourly rate' should be amended by replacing the reference to "clause 10.1(a)" to "clause 10".	Para 337	Definition of "ordinary hourly rate" should also include reference to clause 10.3(a), see Report to Full Bench and Transcript [PN645-PN646].
	NFF	Sub-14/04/16			Definition should be adjusted.	Para 14	
	BusSA	ReplySub-06/05/16			Agrees with AIG.	Para 8.22	
	NFF	ReplySub-05/05/16			In response to AIG – suggests issue could be resolved by referencing both cl 10.3(a) and cl 10.1(a).	Para 37	
	VOH	ReplySub-05/05/16			Supports AIG proposal.	Page 3	
	BusSA	ReplySub-06/05/16			Supports NFF proposal.	Para 8.24	
51.	VOH	Sub-14/04/16	Sch G	11.2(a)	Definitions Submits all purpose allowance should not extend to reimbursement for tool and equipment and travelling as they are not all purposes and should reflect what existed in the pre-modern award	Para 1(a)	This issue has been withdrawn, see Transcript [PN647-PN648].

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	NFF	Sub-14/04/16			Definition of all purpose allowance should be adjusted.	Para 14	
	AIG	ReplySub-08/05/16			In response to NFF—do not see why amendment is necessary. Does note definition in Sch G of “all purpose” is inconsistent with cl 11.2 Does not oppose inclusion of “(other than the casual loading)” in the definition.	Para 209-211	
	BusSA	ReplySub-06/05/16			Supports NFF proposal.	Para 8.24	
52.	VOH	Sub-14/04/16	Sch G		Definitions Submits “shift” and “day shift” should be added to Sch G. Submits “afternoon shift” and “night shift” should be added to Sch G.	Para 1(b) Para 4(a), 4(b) and 4(c)	This issue has been withdrawn, see Transcript [PN649-PN650].
	NFF	ReplySub-05/05/16			In response to VOH—NFF submits that it is not clear that any additional definitions of this kind are necessary.	Para 38	
	BusSA	ReplySub-06/05/16			Supports NFF proposal.	Para 8.24	
53.	NFF	Sub-14/04/16	Sch G		Definitions – Wine Industry Definition of wine industry is different to definitions in <i>Wine Industry Award 2010</i> and the <i>Pastoral Award 2010</i> . Same definition should be used in each award with the <i>Wine Industry Award</i>	Para 14, pg. 3 and Para 16	AiG is still considering its position regarding this change, see Report to Full Bench and Transcript [PN652-PN654]

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					2010 the reference point.		(NOTE: Report to the Full Bench lists these items as Item 53 & 54 as they were previously separate Items but it appears these are in relation to the same issue and have been merged accordingly).
	AIG	ReplySub-08/05/16	Sch G		In response to NFF – change to wine definition represents substantial alteration to award provisions.	Para 218-220	
	BusSA	ReplySub-06/05/16			Supports NFF proposal.	Para 8.24	
55.	NFF	Sub-14/04/16	Sch G		Definitions – standard rate Submits standard rate concept complicates award and should be replaced with fixed dollar amounts where possible. Ideally it would be removed from use throughout award.	Para 17	This issue has been withdrawn, see Transcript [PN661-PN662]
	AIG	ReplySub-08/05/16			Disagrees with NFF. Definition remains relevant and should be retained.	Para 214-217	
56.	AWU	Sub-17/04/16	Sch G		Definitions Definition of “horticultural crops” will need to be revisited following the change to the definition of “broadacre field crops” made during review of the <i>Pastoral Award 2010</i> .	Para 26	Parties to have further discussions regarding this change, see Transcript [PN663-PN679].
	AIG	ReplySub-08/05/16			AIG concerned over the interaction between the coverage of the <i>Pastoral Award 2010</i> and the <i>Horticultural Award 2010</i> in light of the variation	Para 212-213	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					made to the <i>Pastoral Award 2010</i> .		
57.	NFF	Sub-14/04/16	Sch G, 3.2 and 3.3		Definitions Definition of Horticulture industry is repeated at Sch G, cl 3.2 and Cl 3.3. If definition it to be included at Sch G it should include content of both cl 3.2 and Cl 3.3 and these clauses should be removed from body of the award.	Para 15	The definition of “horticultural industry” should be deleted from Schedule G, see Report to Full Bench and Transcript [PN681-PN683].
58.	NFF	Sub-14/04/16	Sch G		Definitions Opposes definitions appearing in schedule – definitions should remain in body of award.	Para 12 -13,	This issue is subject to AM2016 – Plain language re-drafting proceedings, see Transcript [PN683-PN684].
	Bus SA	ReplySub-06/05/16			Disagrees with NFF. Considers award easier to understand and navigate if all relevant definitions are contained in same schedule. Any use of these terms outside the schedule should clearly refer the reader to the definitions to avoid ambiguity or confusion about important terms.	Para 8.23	
	VOH	ReplySub-05/05/16			Agrees with NFF.	Page 2	
59.	NFF	Sub-13/03/15	New clause		Intends to insert an annual salaries provision .	Para 5(b)	Referred to a separately constituted Full Bench, see Transcript [PN685].

List of abbreviations (in alphabetical order)

ABI & NSW	Australian Business Industrial and New
BC	South Wales Business Chamber
AFEI	Australian Federation of Employers and Industry
AIG	The Australian Industry Group
AWU	The Australian Workers' Union
BusSA	Business SA
FWO	Fair Work Ombudsman
MA	Modern Award
NFF	National Farmers Federation
VOH	Voice of Horticulture