

### SUMMARY OF SUBMISSIONS

This table is a summary of submissions lodged for this award on or before 5.00pm on 20 May 2016.

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
1.	NFF	<a href="#">Sub-14/04/16</a>	1.2		<b>Title and commencement</b> Proposes re-wording clause by removing “as varied”.	Para 10-11	Proposed wording included
	VOH	<a href="#">ReplySub-05/05/16</a>			Supports NFF amendment.	Page 2	
	AIG	<a href="#">ReplySub-08/05/16</a>			Shares NFF concern with cl.	Para 142	
2.	NFF	<a href="#">Sub-14/04/16</a>	2.1		<b>National Employment Standards</b> The NES is a defined term and does not need to be referred to in full.	Para 18	Proposed wording included
	NFF	<a href="#">Sub-14/04/16</a>			<b>National Employment Standards</b> 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	Proposed wording included
	AIG	<a href="#">ReplySub-08/05/16</a>			Does not oppose NFF submission re reference in full.	Para 143	
	VOH	<a href="#">ReplySub-05/05/16</a>			Supports NFF proposed amendments.	Page 2	
3.	NFF	<a href="#">Sub-14/04/16</a>	2.3		<b>National Employment Standards</b> Submits cl should reflect current MA and also deal with situation where	Para 21	Proposed wording included

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					there is no noticeboard and limited or no internet coverage.		
	VOH	<a href="#">ReplySub-05/05/16</a>			Supports NFF proposal.	Page 2	
	AIG	<a href="#">ReplySub-08/05/16</a>			Notes NFF raise a salient point. Do not agree with deletion of reference to “electronic means”.	Para 144-145	Propose alternative wording to NFF
4.	Mitolo and others	<a href="#">Sub-02/03/15</a>	3	4	<b>Coverage</b> May seek changes to the coverage clause depending upon Full Bench decision in C2014/7871 (also affects Storage Services).	p.1	See <a href="#">[2015] FWCFB 2524</a> AIG to provide further information [TN87–100]
	AIG	<a href="#">Sub-02/03/15</a>			<b>Coverage</b> May seek changes to the coverage clause depending upon Full Bench decision in C2014/7871.	Para 5	See <a href="#">[2015] FWCFB 2524</a> AIG to provide further information [TN87–100]
	NFF	<a href="#">Sub-13/03/15</a>			<b>Coverage</b> 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	<a href="#">Sub-15/04/16</a>	3.2 and 3.3		<b>Coverage</b> Cl 3.2 has a definition of horticulture industry as well as Sch G.	Para 8.1.1	Proposed wording included
	NFF	<a href="#">Sub-14/04/16</a>			<b>Coverage</b> Definition of “horticulture industry” is repeated at Sch G and clauses 3.2 and 3.3. If definition is to be included	Para 13	

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					at Sch G these clauses should be removed from body of award.		
	AIG	<a href="#">ReplySub-08/05/16</a>			Does not oppose NFF proposal.	Para 147	
6.	NFF	<a href="#">Sub-14/04/16</a>	3.4(a)		<b>Coverage</b> 'Act' is a defined term and does not need to be spelt out in full.	Para 22	
	AIG	<a href="#">ReplySub-08/05/16</a>			Does not oppose amendment proposed by NFF	Para 148	
7.	NFF	<a href="#">Sub-14/04/16</a>	3.5		<b>Coverage</b> Should be amended with ref to "horticulture industry" for simplicity and ease of understanding noting that "horticulture industry" is a defined term.	Para 23	Proposed wording included.
	VOH	<a href="#">ReplySub-05/05/16</a>			Supports NFF proposal.	Page 2	
	BusSA	<a href="#">ReplySub-06/05/16</a>			Agrees with NFF proposal.	Para 8.1	
	AIG	<a href="#">ReplySub-08/05/16</a>			Does not oppose NFF.	Para 149	
8.	NFF	<a href="#">Sub-14/04/16</a>	3.6		<b>Coverage</b> Should be amended with ref to "horticulture industry" for simplicity noting that "horticulture industry" is a defined term.	Para 24	
	VOH	<a href="#">ReplySub-05/05/16</a>			Supports NFF proposal.	Page 2	

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	BusSA	<a href="#">ReplySub-06/05/16</a>			Agrees with NFF.	Para 8.1	
	AIG	<a href="#">ReplySub-08/05/16</a>			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	<a href="#">Sub-14/04/16</a>	5 and 5.2		<b>Facilitative Provisions</b> Not clear why such a term is necessary. If a term to be included current clause should be amended.	Para 25–27	Proposed wording included.
	AIG	<a href="#">ReplySub-08/05/16</a>			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	<a href="#">ReplySub-05/05/16</a>			Agrees with NFF to insert clause 15.2(a)(i) into the table of facilitative provisions at cl 5.2.	Page 2	
	VOH	<a href="#">Sub-14/04/16</a>			Cl 4.1 “award flexibility” clause should be added.	Para 2	
	VOH	<a href="#">Sub-14/04/16</a>			“Cl 10.2(a) piecework” should be removed.	Para 2(b)	
	NFF	<a href="#">ReplySub-05/05/16</a>			Agrees with VOH that cl 10.2(a) should be removed from the table of facilitative provisions.	Para 8	
	AFEI	<a href="#">ReplySub-06/05/16</a>			Agrees with VOH that 10.2(a) should be removed from facilitative	Para 41	

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					provisions		
	AiG	<a href="#">Sub-14/04/16</a>			Some provisions missing from the facilitative provisions clause – 8.1(a)(i) and 10.2(b).	Para 316–318	Proposed wording included
	BusSA	<a href="#">ReplySub-06/05/16</a>			Agrees with AIG proposal re 8.1(a)(i) and 10.2(b).	Para 8.2	
	VOH	<a href="#">ReplySub-05/05/16</a>			Supports AIG proposal to insert of cl 8.1(a) into facilitative table.	Page 3	
10.	FWO	<a href="#">Corro-02/03/15</a>	6	10.4(c); 22.1(d) and 22.2(h)	<b>Overtime entitlement for casuals</b> 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 <a href="#">AM2014/196</a> and <a href="#">AM2014/197</a>
	AWU	<a href="#">Sub-02/03/15</a>			<b>Overtime entitlement for casuals</b> Intend to pursue a variation to clarify that casuals receive overtime when they work: <ul style="list-style-type: none"> <li>• In excess of the ordinary hours (clause 10.4(a));</li> <li>• Outside the span of ordinary hours and maximum daily hours (clause 22.1); and</li> <li>• Outside the span of ordinary hours and maximum shift hours (clause 22.2)</li> </ul>	Paras 3-5	Being dealt with by Part-time and Casuals Full Bench in <a href="#">AM2014/196</a> and <a href="#">AM2014/197</a>

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					Will seek to delete the words 'full-time and part-time' appearing in clause 22.1 and 22.1(d).		
11.	AWU	<a href="#">Sub-17/04/16</a>	6.4		<b>Part time employees</b> 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	May be being dealt with by Part-time and Casuals Full Bench in <a href="#">AM2014/196</a> and <a href="#">AM2014/197</a>
	AIG	<a href="#">ReplySub-08/05/16</a>			AWU proposal should be left to the Full Bench conducting casual and part time employment proceedings.	Para 154	
	VOH	<a href="#">ReplySub-05/05/16</a>			Submits AWU matters are currently being dealt with in the casual and part time proceedings ( <a href="#">AM2014/196</a> and <a href="#">AM2014/197</a> ). 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	<a href="#">ReplySub-05/05/16</a>			Does not agree with AWU submission. Issue being dealt with in Part-time and Casuals Full Bench in <a href="#">AM2014/196</a> and <a href="#">AM2014/197</a>	Para 9	
	AFEI	<a href="#">ReplySub-06/05/16</a>			AWU submissions are not technical and drafting issues. They relate to substantive matters before casual and part time Full Bench.	Para 42	

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12.	AiG	<a href="#">Sub-14/04/16</a>	6.4(b)		<b>Part time employees</b> Phrase minimum hourly rate should be used in clause 6.4(b).	Para 319	Proposed wording included
	VOH	<a href="#">ReplySub-05/05/16</a>			Supports AIG proposed amendment.	Page 3	
	BusSA	<a href="#">ReplySub-06/05/16</a>			Agrees with AIG proposal.	Para 8.3	
13.	NFF	<a href="#">Sub-14/04/16</a>	6.5(c) and 6.5(c)(i)		<b>Casual loading</b> CI should be amended.	Para 28	Proposed wording included
	AWU	<a href="#">Sub-17/04/16</a>			<b>Casual employees</b> Wording of ED potentially confines payment to ordinary hours of work. proposes amendment: "For each hour worked..."	Para 5	
	AIG	<a href="#">ReplySub-08/05/16</a>			Does not oppose NFF proposal to amend provision. If AWU claim successful, may need to revisit rewording.	Para 155	
	NFF	<a href="#">ReplySub-05/05/16</a>			Agrees with AWU proposal.	Para 10	
	BusSA	<a href="#">ReplySub-06/05/16</a>			Agrees with AWU proposal	Para 8.5	
	VOH	<a href="#">ReplySub-05/05/16</a>			AWU proposals currently being dealt with in the casual and part time proceedings ( <a href="#">AM2014/196</a> and <a href="#">AM2014/197</a> ) and it is premature for the AWU to propose changes in its submissions.	Page 1	

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					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.		
14.	AiG	<a href="#">Sub-14/04/16</a>	6.5(c)(i)		<b>Casual loading</b> Cl 6.5(c)(i) should be amended by replacing the reference to the 'ordinary hourly rate' with 'minimum hourly rate'.	Para 320–321	
	BusSA	<a href="#">ReplySub-06/05/16</a>			Agrees with AIG.	Para 8.4	
	VOH	<a href="#">ReplySub-05/05/16</a>			Agrees with AIG.	Page 3	
15.	FWO	<a href="#">Corro-02/03/15</a>	8	10.4(c); 22.1 and 22.2	<b>Shiftwork provisions applying to casuals</b> 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 of employees it may cover), should be read in conjunction with clause 22.1 of MA.	Item 19	Being dealt with by Part-time and Casuals Full Bench in <a href="#">AM2014/196</a> and <a href="#">AM2014/197</a>
16.	AiG	<a href="#">Sub-14/04/16</a>	8		<b>Ordinary hours of work and rostering</b> Alter clause 8 title to clarify it only applies to employees who are not	Para 322	Proposed wording included



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					shiftworkers.		
	NFF	<a href="#">ReplySub-05/05/16</a>			AIG proposal should be the subject of discussion between the parties.	Para 11	
	BusSA	<a href="#">ReplySub-06/05/16</a>			Agrees with AIG proposal.	Para 8.6	
17.	AiG	<a href="#">Sub-14/04/16</a>	8.1		<b>Ordinary hours and roster cycles</b> Cl 8 only has one subclause – a separate sub heading unnecessary and should be deleted.	Para 323	
	BusSA	<a href="#">ReplySub-06/05/16</a>			Agrees with AIG proposal.	Para 8.7	
18.	AWU	<a href="#">Sub-17/04/16</a>	8.1 (a)(iii)		<b>Ordinary hours and roster cycles</b> Word “should” not consistent with a binding legal obligation. Submits the word be amended to “shall”.	Para 6	
	NFF	<a href="#">ReplySub-05/05/16</a>			The wording of cl 22.1(c) of current MA should be retained.	Para 12	
	VOH	<a href="#">ReplySub-05/05/16</a>			Objects to AWU amendment. Obligation is clear and reflects what appears in the current MA.	Page 1	
	AIG	<a href="#">ReplySub-08/05/16</a>			AWU proposed change should not be made without considering history of current wording and/or evidence of practical application of current provision.	Para 156-160	
19.	AWU	<a href="#">Sub-17/04/16</a>	8.1(a)(iv)		<b>Ordinary hours and roster cycles</b> Submits clause could be improved by adding reference to work outside the	Para 7	Proposed wording included.

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					span of ordinary hours.		
	AIG	<a href="#">ReplySub-08/05/16</a>			Does not oppose AWU proposal	Para 161	
	AFEI	<a href="#">ReplySub-06/05/16</a>			Objects to AWU proposal.	Para 43	
	VOH	<a href="#">ReplySub-05/05/16</a>			Objects to AWU proposal.	Page 2	
	NFF	<a href="#">ReplySub-05/05/16</a>			Does not agree with AWU proposal.	Para 13	
	BusSA	<a href="#">ReplySub-06/05/16</a>			Disagrees with AWU. Current wording clear when cl 15 applies.	Para 8.9 and 8.25	
	ABI & NSW BC	<a href="#">ReplySub-06/05/16</a>			Opposes AWU proposal. Clause already sufficiently clear.	Para 17.1	
20.	AiG	<a href="#">Sub-14/04/16</a>	8.1(a)(iv)		<b>Ordinary hours and roster cycles</b> The phrase “and paid in accordance with clause 15—Overtime” should be deleted.	Para 324	
	BusSA	<a href="#">ReplySub-06/05/16</a>			Agrees with AIG proposal.	Para 8.8	
	VOH	<a href="#">ReplySub-05/05/16</a>			Supports AIG amendment as it reflects what is in the current MA.	Page 2 and 3	
	NFF	<a href="#">ReplySub-05/05/16</a>			In response to AIG – NFF view is that the terms are sufficiently clear.	Para 14	
21.	AiG	<a href="#">Sub-14/04/16</a>	9.1(a)		<b>Meal Break</b> 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	

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	NFF	<a href="#">ReplySub-05/05/16</a>			NFF does not oppose change of language to revert to MA.	Para 15	
22.	AWU	<a href="#">Sub-17/04/16</a>	9.1(c) (incorrectly referred to as 9.2(c) in submission)	23.1(b)	<b>Meal break</b> 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 <a href="#">[2015] FWCFB 7236</a>	Para 8	
	NFF	<a href="#">ReplySub-05/05/16</a>			Does not agree with AWU proposal as it would introduce new complexity to the award.	Para 19 and 20	
	AFEI	<a href="#">ReplySub-06/05/16</a>			Disagrees with AWU suggestion. Opposes proposed inclusion of “applicable rate of pay”.	Para 44	
	ABI&NS WBC	<a href="#">ReplySub-06/05/16</a>			Opposes AWU proposed change to the clause on the basis that shift loadings are not included in the calculation of the “appropriate minimum wage” under the current award and accordingly no diminution in entitlements will occur.		
23.	AiG	<a href="#">Sub-14/04/16</a>	9.1(c)		<b>Meal Break</b> “Ordinary hourly rate” in cl 9.1(c) is a substantive change. Clause should be amended to read “minimum hourly rate”.	Para 327 – 328	

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	BusSA	<a href="#">ReplySub-06/05/16</a>			Agrees with AIG.	Para 8.10	
	VOH	<a href="#">ReplySub-05/05/16</a>			Agrees with AIG that change should be to “minimum hourly rate”.	Page 2	
	NFF	<a href="#">ReplySub-05/05/16</a>			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	<a href="#">Sub-14/04/16</a>	9.2		<b>Rest break</b> <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	
	NFF	<a href="#">Sub-14/04/16</a>			The rest break should be taken during rostered hours of work (whether those hours are during the day, afternoon or night).	Para 29	
	AWU	<a href="#">Sub-17/04/16</a>			Submit it would be unjust for day workers to receive a paid rest break but not shiftworkers. Propose amending cl.	Para 9	Proposed wording included.
	AFEI	<a href="#">Sub-15/04/16</a>			Submit clause be reworded to “Employees will be allowed a paid rest break of 10 minutes each day”.	8.2.1	
	AFEI	<a href="#">Sub-15/04/16</a>			Words “each morning” should be	Para 8	

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					amended to “each shift”.		
	AiG	<a href="#">Sub-14/04/16</a>			Plain and ordinary meaning of provision is that the break it provides for is to be allowed during the morning.	Para 329	
	NFF	<a href="#">ReplySub-05/05/16</a>			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	<a href="#">ReplySub-08/05/16</a>			Opposes AWU proposal. Would result in substantive increase to employee entitlements. Relies on 14 April submissions at para 329	Para162-163	
25.	AWU	<a href="#">Sub-17/04/16</a>	9.3(a)		<b>Ten hour break after ceasing work for the day</b> Propose amendment to eliminate ambiguity when a night shift ceases and then commences again on the same calendar day.	Para 10	Proposed wording included.
	NFF	<a href="#">ReplySub-05/05/16</a>			Does not oppose AWU proposal to insert the words “or shift” at end of clause.	Para 21	
	BusSA	<a href="#">ReplySub-06/05/16</a>			Agrees with AWU proposal.	Para 8.11	
	AIG	<a href="#">ReplySub-08/05/16</a>			Unaware of any practical problems arising from current wording. AWU proposal should not be made.	Para 164-168	

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26.	FWO	<a href="#">Corro-02/03/15</a>	10	15, 15.5, 22, 25 and 26	<p><b>Piecework rate of pay - casuals</b>  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"> <li>• On a compound basis; or</li> <li>• On a cumulative basis</li> </ul>	Item 21	Being dealt with by Part-time and Casuals Full Bench in <a href="#">AM2014/196</a> and <a href="#">AM2014/197</a>
	FWO	<a href="#">Corro-02/03/15</a>			<p><b>Pieceworkers rate of pay when on annual leave/personal leave</b>  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	
27.	VOH	<a href="#">Sub-14/04/16</a>	10.2		<p><b>Pieceworkers</b>  <i>In response to FWC query:</i>  Difficulty providing an example as pieceworker arrangement does not operate on a one size fits all arrangement.</p>	Para 2	
	VOH	<a href="#">Sub-14/04/16</a>			<p><b>Pieceworkers</b>  <i>In response to FWC query:</i>  Submit that experience has been that pieceworkers are casuals. Therefore, no need to address issue.</p>	Para 3	

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	NFF	<a href="#">Sub-14/04/16</a>			<b>Pieceworkers</b> <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	<a href="#">Sub-14/04/16</a>			<b>Pieceworkers</b> <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	<a href="#">Sub-17/04/16</a>			<b>Minimum wages - Pieceworkers</b> <i>In response to FWC query:</i> Submit amendments should be made to ED to clarify paid leave entitlements for pieceworkers	10 – 13	Proposed amendments set out in submission
	BusSA	<a href="#">Sub-15/04/16</a>			<b>Pieceworkers</b> <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	

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	AFEI	<a href="#">Sub-15/04/16</a>			<b>Pieceworkers</b> <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	<a href="#">Sub-15/04/16</a>			<b>Minimum wages - Juniors</b> <i>In response to FWC query:</i> Does not oppose rounding rules being deleted.	Para 11	
	VOH	<a href="#">ReplySub-05/05/16</a>			In response to AWU – objects to this proposal. In response to NFF – supports proposal.	Page 2	
	NFF	<a href="#">ReplySub-05/05/16</a>			In response to AWU – does not agree 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.	Para 22	
	AIG	<a href="#">ReplySub-08/05/16</a>			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	Paras 169-192	



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					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.		
	AFEI	<a href="#">ReplySub-06/05/16</a>			Relies on previous submissions	Para 45	
28.	VOH	<a href="#">Sub-14/04/16</a>	10.3(b)		<b>Minimum wages – juniors</b> <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	
	NFF	<a href="#">Sub-14/04/16</a>			Rounding to the nearest cent is the appropriate rounding method.	Para 32	
	AWU	<a href="#">Sub-17/04/16</a>			Supports consistent rounding rules across awards and supports proposed amendment.	Para 14	
	BusSA	<a href="#">Sub-15/04/16</a>			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	Proposed wording included.
	NFF	<a href="#">ReplySub-05/05/16</a>			NFF view is that rounding to the nearest cent is appropriate.	Para 23	
29.	AWU	<a href="#">Sub-17/04/16</a>	10.4(a)		<b>Minimum wages - Payment of wages</b> Reference to “the actual ordinary	Para 15	Proposed wording included.

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					hours worked each week or fortnight” is confusing and potentially removes obligation for overtime hours. Propose amendment.		
	NFF	<a href="#">ReplySub-05/05/16</a>			Agree with submission of AWU.	Para 24	
30.	AWU	<a href="#">Sub-17/04/16</a>	11		<b>Allowances</b> <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	
	VOH	<a href="#">Sub-14/04/16</a>			No, reimbursement allowances for tools and equipment and travelling should not be described as ‘all purpose’	Para 1(a) and Para 5	
	NFF	<a href="#">Sub-14/04/16</a>			Tools allowance and travelling allowances are not all purpose allowances. Cl 11.2 repeats proposed definition of “all purpose allowance”. A definition only needs to be set out once in the award.	Para 33 – 34	
	AFEI	<a href="#">Sub-15/04/16</a>			Agrees with structuring of exposure draft which identifies all-purpose allowances as leading hand, wet-work and first aid.	Para 12	
	BusSA	<a href="#">Sub-15/04/16</a>			Allowances for tools and equipment and travelling should not apply for all purposes.	Para 8.2.4	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	AIG	<a href="#">ReplySub-08/05/16</a>			Agrees with submissions that indicate tools, equipment and travelling should not be all purpose.	Para 193	
	NFF	<a href="#">ReplySub-05/05/16</a>			Notes parties agree that travelling allowance, tool and equipment allowance should not be treated as all purpose allowances.	Para 26	
31.	VOH	<a href="#">Sub-14/04/16</a>	11.3(a)(iii)		<b>Allowances – travelling allowance</b> 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)	
	NFF	<a href="#">ReplySub-05/05/16</a>			Not opposed to VOH proposal.	Para 25	
32.	VOH	<a href="#">Sub-14/04/16</a>	11.3(b)(i)		<b>Tool and equipment allowance</b> Add words “unless the tools and equipment are paid for by the employer...”	Para 3(b)	Proposed wording included
	AIG	<a href="#">Sub-14/04/16</a>			Concern raised by VOH valid. There is merit in amending 11.3.		
	NFF	<a href="#">Sub-14/04/16</a>			CI should be amended.	Para 35	Proposed wording included
	AIG	<a href="#">Sub-14/04/16</a>			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	Proposed wording included

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	NFF	<a href="#">ReplySub-05/05/16</a>			Supports AIG proposal.	Para 29	
	BusSA	<a href="#">ReplySub-06/05/16</a>			Supports AIG and NFF proposal.	Para 8.12	
	AIG	<a href="#">ReplySub-08/05/16</a>			Does not oppose variation proposed by NFF.		
33.	AWU	<a href="#">Sub-17/04/16</a>	11.3(c) and 15.4	24.3	<b>Meal allowance</b> Proposes cl 15.4 of the ED be deleted as cl 11.3 (c) sufficiently reflects clause 24.3 of MA	Para 22	
	BusSA	<a href="#">ReplySub-06/05/16</a>			Agrees with AWU.	Para 8.13	
	NFF	<a href="#">ReplySub-05/05/16</a>			Notes both NFF and AWU agree that clause 15.4 of ED should be deleted.	Para 27 and 28	
34.	NFF	<a href="#">Sub-14/04/16</a>	12		<b>Accident pay</b> Model term set out in AM2014/190 should be inserted.	Para 36	
35.	VOH	<a href="#">Sub-14/04/16</a>	14.1(b)		<b>Shiftwork</b> Definitions of “afternoon shift” and “night shift” should appear in Sch G – Definitions.	Para 4	
	BusSA	<a href="#">ReplySub-06/05/16</a>			Agrees with VOH submission.	Para 8.14	
	AIG	<a href="#">ReplySub-08/05/16</a>			Does not believe definitions proposed by VOH are appropriate.		
36.	AWU	<a href="#">Sub-17/04/16</a>	14.1 (h)		<b>Penalties and overtime – shiftwork</b> Insert “and” between “overtime” and “paid”.	Para 17	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	AiG	<a href="#">Sub-14/04/16</a>			The phrase “paid in accordance with clause 15-Overtime” should be deleted.	Para 331	
	VOH	<a href="#">ReplySub-05/05/16</a>			Supports AIG proposal.	Page 3	
	NFF	<a href="#">ReplySub-05/05/16</a>			Agrees that wording in the current MA should be retained.	Para 30	
	BusSA	<a href="#">ReplySub-06/05/16</a>			Agrees with AIG.	Para 8.15	
	BusSA	<a href="#">ReplySub-06/05/16</a>			Agrees with AWU.	Para 8.16	
37.	NFF	<a href="#">Sub-14/04/16</a>	15.1		<b>Overtime</b> 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 altering this position so that casuals would be entitled to overtime after working more than 152 hours in any four week period.	Para 37 – 39	Issue of whether casual employees are entitled to overtime rates has been referred to the Casual Employment Full Bench <a href="#">AM2014/197</a>
	ABI	<a href="#">Sub-15/04/16</a>			<b>Overtime – definition</b> Oppose addition of wording.	Para 17.1	Being dealt with by Part-time and Casuals Full Bench in <a href="#">AM2014/196</a> and <a href="#">AM2014/197</a>
	AiG	<a href="#">Sub-14/04/16</a>			<b>Definition</b> Provision is not limited in its	Para 332 – 333	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					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 <a href="#">AM2014/196</a> and <a href="#">AM2014/197</a> .		
	Bus SA	<a href="#">ReplySub-06/05/16</a>			Supports NFF proposal.	Para 8.17	
	AFEI	<a href="#">ReplySub-06/05/16</a>			Notes AIG submission and submits that the wording of clause 15.1 should reflect current award.	Para 46	
38.	NFF	<a href="#">Sub-14/04/16</a>	15.1		<b>Overtime</b> Submits Cl 8.1(a)(iv) already defines overtime as does cl 14.1(h) – additional definition unnecessary.	Para 40	
	Bus SA	<a href="#">ReplySub-06/05/16</a>			Supports NFF submission.	Para 8.17	
	VOH	<a href="#">ReplySub-05/05/16</a>			In response to NFF – to the extent 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.	Page 2	
39.	AWU	<a href="#">Sub-17/04/16</a>	15.2		<b>Overtime – time off instead of payment for overtime</b>	Para 18 – 21	May be being dealt with by Award

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					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		Flexibility Full Bench in <a href="#">AM2014/300</a>
	VOH	<a href="#">Sub-14/04/16</a>			Add “hours” between “overtime” and “worked” to clarify it is a one per one arrangement.	Para 5(a)	
	VOH	<a href="#">Sub-14/04/16</a>			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	<a href="#">ReplySub-08/05/16</a>			AWU concerns should be dealt with as part of the relevant common claims proceedings.	Para 202	
	NFF	<a href="#">ReplySub-05/05/16</a>			Notes comments of VOH and AWU. Notes issue is being dealt with in the award flexibility common issue proceedings.	Para 31	
	AIG	<a href="#">ReplySub-08/05/16</a>			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	<a href="#">Sub-14/04/16</a>	15.3(c)		<b>Overtime – Payment of overtime</b> Delete “elect” and replace with	Para 5(d), pg. 2	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					“agree with the employer”.		
	BusSA	<a href="#">ReplySub-06/05/16</a>			In response to VOH – agrees	Para 8.18	
41.	VOH	<a href="#">Sub-14/04/16</a>	15.4 (see also 11.3)		<b>Meal allowance</b> Add “meal or” before “meal allowance”.	Para 5(e)	
	BusSA	<a href="#">ReplySub-06/05/16</a>			Agrees with VOH.	Para 8.19	
	AIG	<a href="#">ReplySub-08/05/16</a>			Does not oppose deletion of cl 15.4.	Para 204	
	AFEI	<a href="#">ReplySub-06/05/16</a>			In response to AWU sub re cl 11.3 – current wording should be retained.	Para 47	
42.	AWU	<a href="#">Sub-17/04/16</a>	16.8		<b>Annual leave – proportionate leave on termination</b> Submits wording is contrary to s90(2) of Act - propose amendment.	Para 24	Proposed wording included
	VOH	<a href="#">ReplySub-05/05/16</a>			In response to AWU – there is no direct contravention of s.90 of Act. Nevertheless, dealt with in the note to cl 16.5 and no need to replicate.	Page 2	
	NFF	<a href="#">ReplySub-05/05/16</a>			Issue raised is being dealt with in the annual leave common issue.	Para 32	
	AIG	<a href="#">ReplySub-08/05/16</a>			AWU proposal should not be adopted.	Para 205-208	
	AFEI	<a href="#">ReplySub-06/05/16</a>			In response to AWU – cl not inconsistent with NES. ED does not exclude payment of annual leave loading on termination.	Para 48	



ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
43.	NFF	<a href="#">Sub-14/04/16</a>	20.3		<b>Public holiday rates</b> 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	
	BusSA	<a href="#">ReplySub-06/05/16</a>			Agrees with NFF.	Para 8.20	
44.	BusSA	<a href="#">Sub-02/03/15</a>	21	19.3	<b>Payment of wages on termination of employment</b> 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 AIG <a href="#">Correspondence</a> of 25 Nov 2014).	Page 6	Referred to separately constituted Full Bench
45.	AiG	<a href="#">Sub-14/04/16</a>	Sch B		<b>Summary of hourly rates of pay</b> 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	
	NFF	<a href="#">ReplySub-05/05/16</a>			Agrees with AIG. Calculations of rates in Sch B based on minimum	Para 35	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					hourly rate not ordinary hourly rate. This should be clarified in the tables.		
	BusSA	<a href="#">ReplySub-06/05/16</a>			Agrees with AIG.	Para 8.21	
46.	AiG	<a href="#">Sub-14/04/16</a>	Sch B.2.3		<b>Full time and part time employees – overtime rates</b> The word “first” before “5” in the fourth column of B.2.3 should be deleted.	Para 336	
	NFF	<a href="#">ReplySub-05/05/16</a>			Agrees with AIG proposal.	Para 36	
	VOH	<a href="#">ReplySub-05/05/16</a>			Supports AIG proposal.	Page 3	
47.	AWU	<a href="#">Sub-17/04/16</a>	Sch B.3		<b>Casual adult employees</b> 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.	Para 25	May be being dealt with by Part-time and Casuals Full Bench in <a href="#">AM2014/196</a> and <a href="#">AM2014/197</a>
	NFF	<a href="#">ReplySub-05/05/16</a>			Agrees with AWU that shift loadings should be reflected in Sch B.3 however notes that overtime does not apply to casuals.	Para 34	
48.	NFF	<a href="#">Sub-14/04/16</a>	Sch E		<b>National Training Wage</b> Changes to Commonwealth vocational education and training model necessitate updating language in relation to training packages.	Para 44 – 47	Proposed wording included.

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
49.	VOH	<a href="#">Sub-14/04/16</a>	Sch E.7		<b>Allocation of Traineeships to Wage Levels</b> <i>In response to FWC query:</i> Provides three additional training packages to be included in table.	Para 9	
50.	AiG	<a href="#">Sub-14/04/16</a>	Sch G		<b>Definitions – ordinary hourly rate</b> Definition of ‘ordinary hourly rate’ should be amended by replacing the reference to “clause 10.1(a)” to “clause 10”.	Para 337	
	NFF	<a href="#">Sub-14/04/16</a>			Definition should be adjusted.	Para 14	Propose wording
	BusSA	<a href="#">ReplySub-06/05/16</a>			Agrees with AiG.	Para 8.22	
	NFF	<a href="#">ReplySub-05/05/16</a>			In response to AiG – suggests issue could be resolved by referencing both cl 10.3(a) and cl 10.1(a).	Para 37	
	VOH	<a href="#">ReplySub-05/05/16</a>			Supports AiG proposal.	Page 3	
	BusSA	<a href="#">ReplySub-06/05/16</a>			Supports NFF proposal.	Para 8.24	
51.	VOH	<a href="#">Sub-14/04/16</a>	Sch G	11.2(a)	<b>Definitions</b> 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)	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	NFF	<a href="#">Sub-14/04/16</a>			Definition of all purpose allowance should be adjusted.	Para 14	
	AIG	<a href="#">ReplySub-08/05/16</a>			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	<a href="#">ReplySub-06/05/16</a>			Supports NFF proposal.	Para 8.24	
52.	VOH	<a href="#">Sub-14/04/16</a>	Sch G		<b>Definitions</b> 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)	
	NFF	<a href="#">ReplySub-05/05/16</a>			In response to VOH – NFF submits that it is not clear that any additional definitions of this kind are necessary.	Para 38	
	BusSA	<a href="#">ReplySub-06/05/16</a>			Supports NFF proposal.	Para 8.24	
53.	NFF	<a href="#">Sub-14/04/16</a>	Sch G		<b>Definitions – Wine Industry</b> 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 2010</i> the reference point.	Para 14, pg. 3 and Para 16	Proposes wording

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54.	AIG	<a href="#">ReplySub-08/05/16</a>	Sch G		In response to NFF – change to wine definition represents substantial alteration to award provisions.	Para 218-220	
	BusSA	<a href="#">ReplySub-06/05/16</a>			Supports NFF proposal.	Para 8.24	
55.	NFF	<a href="#">Sub-14/04/16</a>	Sch G		<b>Definitions – standard rate</b> 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	
	AIG	<a href="#">ReplySub-08/05/16</a>			Disagrees with NFF. Definition remains relevant and should be retained.	Para 214-217	
56.	AWU	<a href="#">Sub-17/04/16</a>	Sch G		<b>Definitions</b> 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	
	AIG	<a href="#">ReplySub-08/05/16</a>			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 made to the <i>Pastoral Award 2010</i> .	Para 212-213	
57.	NFF	<a href="#">Sub-14/04/16</a>	Sch G, 3.2 and 3.3		<b>Definitions</b> Definition of Horticulture industry is repeated at Sch G, cl 3.2 and Cl 3.3. If definition it to be included at Sch	Para 15	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					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.		
58.	NFF	<a href="#">Sub-14/04/16</a>	Sch G		<b>Definitions</b> Opposes definitions appearing in schedule – definitions should remain in body of award.	Para 12 -13,	
	Bus SA	<a href="#">ReplySub-06/05/16</a>			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	<a href="#">ReplySub-05/05/16</a>			Agrees with NFF.	Page 2	
59.	NFF	<a href="#">Sub-13/03/15</a>	New clause		Intends to insert an <b>annual salaries provision.</b>	Para 5(b)	Referred to a separately constituted Full Bench

#### 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