<u>AM2014/231</u> *Horticulture Award 2010* MA000028

SUMMARY OF SUBMISSIONS

This table is a summary of submissions lodged for this award on or before 5.00pm on 25 September 2017 and has been updated to reflect the Report to the Full Bench dated 3 June 2016, the Report to the Full Bench dated 25 August 2016 and hearing held on 6 June 2016 (Transcript).

ITEM	PARTY	DOCUMENT	CLAUSE	CLAUSE	SUMMARY OF ISSUE	THEIR	NOTES
			(exposure draft)	(current award)		REFERENCE	
1.	NFF	Sub-14/04/16	1.2	a maz a)	Title and commencement	Para 10-11	DETERMINED –
					Proposes re-wording clause by		see FB Decision –
					removing "as varied".		[2017] FWCFB 3433
	VOH	ReplySub-			Supports NFF amendment.	Page 2	at [PN321]-[PN328].
		05/05/16					
	AIG	ReplySub-			Shares NFF concern with cl.	Para 142	
		<u>08/05/16</u>					
2.	NFF	<u>Sub-14/04/16</u>	2.1		National Employment Standards	Para 18	<u>WITHDRAWN</u> –
					The NES is a defined term and does		see Report to Full
					not need to be referred to in full.		Bench 3 June 2016
	NFF	Sub-14/04/16			National Employment Standards	Para 19-20	and <u>Transcript</u>
					For consistency with s. 61 of the FW		[PN456-PN460]
					Act, the description in cl 2.1 should		
					also accommodate terms and		
					conditions that operate for the benefit		
					of employers covered by the award.		
	AIG	ReplySub-			Does not oppose NFF submission re	Para 143	
		<u>08/05/16</u>			reference in full.		
	VOH	ReplySub-			Supports NFF proposed	Page 2	
		<u>05/05/16</u>			amendments.		
3.	NFF	<u>Sub-14/04/16</u>	2.3		National Employment Standards	Para 21	<u>AGREED</u> –
					Submits cl should reflect current MA		Parties agree to
					and also deal with situation where		proposed wording in
					there is no noticeboard and limited or		paragraph 145 of

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	VOH	ReplySub-			no internet coverage. Supports NFF proposal.	Page 2	AIG submission dated 8 May 2016,
		<u>05/05/16</u>			1 1	1 age 2	see Report to Full
	AIG	ReplySub-			Notes NFF raise a salient point. Do	Para 144-145	Bench 3 June 2016 and see Transcript
		08/05/16			not agree with deletion of reference to "electronic means".		[PN460-PN461]
4.	Mitolo	Sub-02/03/15	3	4	Coverage	p.1	REFERRED –
	and others				May seek changes to the coverage clause depending upon Full Bench		referred to FB – AM2016/25 - see
	ouncis				decision in C2014/7871 (also affects		Report to Full Bench
					Storage Services).		3 June 2016 and
	AIG	<u>Sub-02/03/15</u>			Coverage May seek changes to the coverage	Para 5	Transcript 6 June 2016 at [PN462-
					clause depending upon Full Bench		PN464]
					decision in C2014/7871.		_
	NFF	Sub-13/03/15			Coverage	Para 5(a)	
					Intends to propose change to give effect to the intention that the Award		
					covers 'agricultural production		
					within the farm gate'.		
5.	BusSA	<u>Sub-15/04/16</u>	3.2 and		Coverage	Para 8.1.1	DETERMINED -
			3.3		Cl 3.2 has a definition of horticulture industry as well as Sch G.		Issue determined in in accordance with
	NFF	Sub-14/04/16			Coverage	Para 13	[2017] FWCFB 3433
					Definition of "horticulture industry"		at [339].
					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.		

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	AIG	ReplySub- 08/05/16			Does not oppose NFF proposal.	Para 147	
6.	NFF	<u>Sub-14/04/16</u>	3.4(a)		Coverage 'Act' is a defined term and does not need to be spelt out in full.	Para 22	withdrawn – see Report to Full Bench 3 June 2016
	AIG	ReplySub- 08/05/16			Does not oppose amendment proposed by NFF	Para 148	and <u>Transcript</u> [PN472-PN473]
7.	NFF	<u>Sub-14/04/16</u>	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	AGREED - 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	AGREED - 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	

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	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	<u>Sub-14/04/16</u>	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	OUTSTANDING – parties have agreed to NFF proposal to insert sub-clause
	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	15.2(b)(i). HOWEVER AWU are not opposed SUBJECT TO the inclusion of TOIL of
	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	overtime being consistent across exposure drafts – see
	VOH	Sub-14/04/16			Cl 4.1 "award flexibility" clause should be added.	Para 2	Report to the Full Bench 25 August
	VOH	Sub-14/04/16			"Cl 10.2(a) piecework" should be removed.	Para 2(b)	2016
	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	

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10.	BusSA VOH NFF FWO	ReplySub- 06/05/16 ReplySub- 05/05/16 Sub-16/06/16 Corro-02/03/15	draft)	award) 10.4(c); 22.1(d) and 22.2(h)	facilitative provisions clause – 8.1(a)(i) and 10.2(b). Agrees with AIG proposal re 8.1(a)(i) and 10.2(b). Supports AIG proposal to insert of cl 8.1(a) into facilitative table. Provides a revised table of facilitative provisions in submission. 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.	Para 8.2 Page 3 Page 1 Item 18	REFERRED – referred to Part-time and Casuals Full Bench in AM2014/196 and AM2014/197. FB has determined
	AWU	Sub-02/03/15			Overtime entitlement for casuals Intend to pursue a variation to clarify that casuals receive overtime when they work: • 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	that overtime penalty rates for casuals should be prescribed in the award - See FB Decision [2017] FWCFB 3541 at [PN748]. FB seeking further comment from parties regarding maximum ordinary hours and averaging period for casuals - See FB

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					Will seek to delete the words 'full-		Decision [2017]
					time and part-time' appearing in		<u>FWCFB 3541</u> at
					clause 22.1 and 22.1(d).		[PN752] – [PN755].
11.	AWU	<u>Sub-17/04/16</u>	6.4		Part time employees	Para 4	REFERRED - to the
					Cl does not provide enough certainty		Part-time and
					about the hours of work for part-time		Casuals Full Bench
					employees. Supports proposals by		in <u>AM2014/196</u> and
					NUW in the Casual and Part-time		<u>AM2014/197.</u>
			_		Employment proceedings.		
	AIG	ReplySub-			AWU proposal should be left to the	Para 154	
		<u>08/05/16</u>			Full Bench conducting casual and		
			_		part time employment proceedings.		
	VOH	ReplySub-			Submits AWU matters are currently	Page 1	
		<u>05/05/16</u>			being dealt with in the casual and		
					part time proceedings (<u>AM2014/196</u>		
					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.		
	NFF	ReplySub-			Does not agree with AWU	Para 9	
		05/05/16			submission. Issue being dealt with in		
					Part-time and Casuals Full Bench in		
	A 5757				AM2014/196 and AM2014/197	7	
	AFEI	ReplySub-			AWU submissions are not technical	Para 42	
		<u>06/05/16</u>			and drafting issues. They relate to		
					substantive matters before casual and		
					part time Full Bench.		

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12.	AIG	<u>Sub-14/04/16</u>	6.4(b)		Part time employees Phrase minimum hourly rate should be used in clause 6.4(b).	Para 319	OUTSTANDING – Parties have not agreed regarding this
	VOH	ReplySub- 05/05/16			Supports AIG proposed amendment.	Page 3	claim – see Report to the Full Bench 25
	BusSA	ReplySub- 06/05/16			Agrees with AIG proposal.	Para 8.3	August 2016
13.	NFF	Sub-14/04/16	6.5(c) and 6.5(c)(i)		Casual loading Cl should be amended.	Para 28	PART AGREED - Parties have agreed
	AWU	<u>Sub-17/04/16</u>			Casual employees Wording of ED potentially confines payment to ordinary hours of work. proposes amendment: "For each hour worked"	Para 5	to delete "ordinary" from the first sentence in cl 6.5(c)(i) - see Report to Full Bench 3 June
	AIG	ReplySub- 08/05/16			Does not oppose NFF proposal to amend provision. If AWU claim successful, may need to revisit rewording.	Para 155	2016 OUSTANDING – parties have not
	NFF	ReplySub- 05/05/16			Agrees with AWU proposal.	Para 10	agreed regarding proposal to insert
	BusSA	ReplySub- 06/05/16			Agrees with AWU proposal	Para 8.5	"minimum hourly rate" in place of
	VOH	ReplySub- 05/05/16			AWU proposals currently being dealt with in the casual and part time proceedings (AM2014/196 and AM2014/197) and it is premature for the AWU to propose changes in its submissions.	Page 1	"ordinary hourly rate" – see Report to the Full Bench 25 August 2016

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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	<u>Sub-14/04/16</u>	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	OUSTANDING - Parties have not agreed regarding insertion of "minimum hourly
	BusSA VOH	ReplySub- 06/05/16 ReplySub- 05/05/16			Agrees with AIG. Agrees with AIG.	Para 8.4 Page 3	rate" to replace "ordinary hourly rate" – see Report to the Full Bench 25 August 2016
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 of employees it may cover), should be read in conjunction with clause 22.1 of MA.	Item 19	OUTSTANDING - Parties in dispute as to whether there can be casual shift workers under the award - see Report to the Full Bench 25 August 2016. NFF objects to current MA clause 22.1 and 22.2 being split up in the ED into cl 8.1 and 14. Submits cl 14 should

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							become cl 8.2 in ED.
16.	AIG	<u>Sub-14/04/16</u>	8		Ordinary hours of work and	Para 322	AGREED – parties
					rostering		have agreed to insert
					Alter clause 8 title to clarify it only		"(day workers)" into
					applies to employees who are not		title of clause – see
					shiftworkers.		Report to the Full
	NFF	ReplySub-			AIG proposal should be the subject	Para 11	Bench 3 June 2016
		05/05/16			of discussion between the parties.		and <u>Transcript</u>
	BusSA	ReplySub-			Agrees with AIG proposal.	Para 8.6	[PN505] – [PN507]
		<u>06/05/16</u>					
17.	AiG	<u>Sub-14/04/16</u>	8.1		Ordinary hours and roster cycles	Para 323	<u>WITHDRAWN</u> –
					Cl 8 only has one subclause a		see Report to Full
					separate sub heading unnecessary		Bench 3 June 2016
			_		and should be deleted.		and <u>Transcript</u>
	BusSA	ReplySub-			Agrees with AIG proposal.	Para 8.7	[PN508-510]
		<u>06/05/16</u>					
18.	AWU	Sub-17/04/16	8.1 (a)(iii)		Ordinary hours and roster cycles	Para 6	WITHDRAWN –
					Word "should" not consistent with a		see Report to Full
					binding legal obligation. Submits the		Bench 3 June 2016
					word be amended to "shall".	7	and <u>Transcript</u>
	NFF	ReplySub-			The wording of cl 22.1(c) of current	Para 12	[PN511-PN512].
	77077	<u>05/05/16</u>			MA should be retained.		
	VOH	ReplySub-			Objects to AWU amendment.	Page 1	
		<u>05/05/16</u>			Obligation is clear and reflects what		
	ATC	D 1 C 1	_		appears in the current MA.	D 156 160	
	AIG	ReplySub			AWU proposed change should not be	Para 156-160	
		<u>08/05/16</u>			made without considering history of		
					current wording and/or evidence of		

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					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	OUTSTANDING - Parties which attended conference before DP Clancy
	AIG	ReplySub- 08/05/16			Does not oppose AWU proposal	Para 161	did not oppose AWU proposal. Possible
	AFEI	ReplySub- 06/05/16			Objects to AWU proposal.	Para 43	VOH will provide view on proposal –
	VOH	ReplySub- 05/05/16			Objects to AWU proposal.	Page 2	see Report to Full Bench 25 August
	NFF	ReplySub- 05/05/16			Does not agree with AWU proposal.	Para 13	2016
	BusSA	ReplySub- 06/05/16			Disagrees with AWU. Current wording clear when cl 15 applies.	Para 8.9 and 8.25	
	ABI & NSWBC	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	AGREED - parties agree that the words "and paid in accordance
	BusSA	ReplySub- 06/05/16			Agrees with AIG proposal.	Para 8.8	Overtime" at the end of clause 8.1(iv)
	VOH	ReplySub- 05/05/16			Supports AIG amendment as it reflects what is in the current MA.	Page 2 and 3	should be deleted - see <u>Report to Full</u>
	NFF	ReplySub- 05/05/16			In response to AIG – NFF view is that the terms are sufficiently clear.	Para 14	Bench 3 June 2016 and Transcript

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							[PN521-522]
21.	NFF	Sub-14/04/16 ReplySub- 05/05/16	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. NFF does not oppose change of language to revert to MA.	Para 325 – 326 Para 15	AGREED – Parties agree to replace cl 9.1(a) of ED with first sentence of current MA cl 23.1(a) see Report to Full Bench 3 June 2016. Parties have agreed to further amend ED clause by then deleting cl9.1(b), on the basis that its wording is now contained in cl9.1(a) – see Report to Full Bench 25 August
							2016.
22.	AWU	Sub-17/04/16	9.1(c) (incorrectl y-referred to as 9.2(c) in submissio n)	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	WITHDRAWN – see Report to Full Bench 3 June 2016 and Transcript [PN525-PN526]
	NFF	ReplySub-			Does not agree with AWU proposal	Para 19 and 20	

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		<u>05/05/16</u>			as it would introduce new complexity to the award.		
	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"		
					minimum wage" under the current award and accordingly no diminution in entitlements will occur.		
23.	AiG	<u>Sub-14/04/16</u>	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	OUSTANDING – Employer groups seek change from "ordinary hourly rate" in ED to
	BusSA	ReplySub- 06/05/16			Agrees with AIG.	Para 8.10	"minimum hourly rate". AWU supports
	VOH	ReplySub- 05/05/16			Agrees with AIG that change should be to "minimum hourly rate".	Page 2	exposure draft wording – see
	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	Report to Full Bench 25 August 2016.
24.	VOH	<u>Sub-14/04/16</u>	9.2		Rest break In response to FWC query: The clause should provide that the	Para 1	OUTSTANDING – Parties remain in disagreement – AIG

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					paid rest break is to be taken within 5		opposes changing
					hours of commencement of a shift or		"each morning" in
					as agreed with the employee. The		sub-cl 9.2(a) to
					later will require it to be a facilitative		"each day" or "each
					provision.		shift" – see Report to
	NFF	<u>Sub-14/04/16</u>			The rest break should be taken	Para 29	Full Bench dated 25
					during rostered hours of work		August 2016.
					(whether those hours are during the		
					day, afternoon or night).		
	AWU	<u>Sub-17/04/16</u>			Submit it would be unjust for day	Para 9	
					workers to receive a paid rest break		
					but not shiftworkers. Propose		
					amending cl.		
	AFEI	<u>Sub-15/04/16</u>			Submit clause be reworded to	8.2.1	
					"Employees will be allowed a paid		
					rest break of 10 minutes each day".		
	AFEI	<u>Sub-15/04/16</u>			Words "each morning" should be	Para 8	
					amended to "each shift".		
	AIG	<u>Sub-14/04/16</u>			Plain and ordinary meaning of	Para 329	
					provision is that the break it provides		
					for is to be allowed during the		
					morning.		
	NFF	ReplySub-			In response to AIG, VOH and AWU	Para 17 and 18	
		<u>05/05/16</u>			– further discussion between parties		
					on appropriate form of wording may		
					be appropriate.		
					Disagree with wording proposed by		
					AWU.		
	AIG	ReplySub-			Opposes AWU proposal. Would	Para162-163	

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		08/05/16			result in substantive increase to employee entitlements. Relies on 14 April submissions at para 329		
25.	AWU NFF BusSA	<u>ReplySub-05/05/16</u> ReplySub-	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. Does not oppose AWU proposal to insert the words "or shift" at end of clause. Agrees with AWU proposal.	Para 10 Para 21 Para 8.11	OUTSTANDING - Parties have not reached an agreed position regarding this claim, see Report to Full Bench, Transcript [PN531-PN532] and Report to Full Bench dated 25 August
	AIG	06/05/16 ReplySub- 08/05/16			Unaware of any practical problems arising from current wording. AWU proposal should not be made.	Para 164-168	2016
26.	FWO	Corro-02/03/15	10	15, 15.5, 22, 25 and 26	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: On a compound basis; or On a cumulative basis	Item 21	REFERRED - Referred to the Part- time and Casuals Full Bench in AM2014/196 and AM2014/197. Note: Transcript 6
	FWO	Corro-02/03/15			Pieceworkers rate of pay when on annual leave/personal leave Received enquiries about how to	Item 20	June 2016 – AIG suggest there would be merit in a further conference to discuss

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					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.		treatment of pieceworkers [PN533] – [PN539]
27.	VOH	Sub-14/04/16	10.2		Pieceworkers In response to FWC query: Difficulty providing an example as pieceworker arrangement does not operate on a one size fits all arrangement.	Para 2	OUTSTANDING - NFF proposal (see Corro – 5/08/17) defining full and base rate of pay for pieceworkers for the
	VOH	Sub-14/04/16			Pieceworkers In response to FWC query: Submit that experience has been that pieceworkers are casuals. Therefore, no need to address issue.	Para 3	purposes of calculating NES entitlements is opposed by AWU. AIG seeks to be
	NFF	Sub-14/04/16			Pieceworkers In response to FWC query: 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	heard in relation to the NFF proposal when it is considered by the FB – see Report to Full Bench 25 August 2016
	NFF	Sub-14/04/16			Pieceworkers In response to FWC query: Does not support inclusion of	Para 31	

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					example. Likely to cause confusion.		
					Examples available on FWO website.		
	AWU	<u>Sub-17/04/16</u>			Minimum wages - Pieceworkers	10 - 13	
					In response to FWC query:		
					Submit amendments should be made		
					to ED to clarify paid leave		
					entitlements for pieceworkers		
	BusSA	<u>Sub-15/04/16</u>			Pieceworkers	8.2.2	
					In response to FWC query:		
					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)		
	AFEI	<u>Sub-15/04/16</u>			Pieceworkers	Para 9 – 10	
					In response to FWC query:		
					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.		
	AFEI	Sub-15/04/16			Minimum wages - Juniors	Para 11	
					In response to FWC query:		

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			(exposure draft)	(current award)		REFERENCE	
			(12020)	a maz a)	Does not oppose rounding rules		
					being deleted.		
	VOH	ReplySub-			In response to AWU – objects to this	Page 2	
		<u>05/05/16</u>			proposal.		
					In response to NFF – supports		
					proposal.		
	NFF	ReplySub-			In response to AWU – does not agree	Para 22	
		<u>05/05/16</u>			with AWU proposal and relies on		
					comments in 14 April submissions.		
					Note that the rate of pay for annual		
					lave is currently at issue in the annual		
	AIG	ReplySub-	-		leave common issue proceedings. AIG suggests that the starting point	Paras 169-192	
	AIG	08/05/16			to clarifying provision is the	Faras 109-192	
		00/03/10			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.		
	AFEI	ReplySub-			Relies on previous submissions	Para 45	
		<u>06/05/16</u>					
	NFF	Corro - 5/08/17			Proposes to define full and base rate	Page 1	
					of pay for pieceworkers for purposes		
					of calculating NES. Provides		
					drafting.		
	AIG	Sub-24/08/17			states NFF proposal is substantive	Page 1	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure	CLAUSE (current	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
			draft)	award)	1		
20	TIOTI	0.1.14/04/16	10.04		change	D 4	A CREED
28.	VOH	<u>Sub-14/04/16</u>	10.3(b)		Minimum wages – juniors	Para 4	AGREED -
					In response to FWC query:		Parties agree to
					Submits cl should be amended to		delete "quarter of
					"(b) The wage payable to a junior		one", see Report to
					will, in the case of a weekly		Full Bench and
					employee, be calculated to the		Transcript [PN544-
					nearest \$0.10, and in the case of an		PN546].
					hourly employee, be calculated to the		
	NEE	0 1 14/04/16			nearest quarter of one cent."	D 22	
	NFF	<u>Sub-14/04/16</u>			Rounding to the nearest cent is the	Para 32	
	A 3377 7	0.1.17/04/16			appropriate rounding method.	D 14	
	AWU	Sub-17/04/16			Supports consistent rounding rules	Para 14	
					across awards and supports proposed		
	D G 4	0.1.17/0.1/16			amendment.	D 0.2.2	
	BusSA	Sub-15/04/16			Agrees rounding to nearest quarter of	Para 8.2.3	
					one cent is unnecessarily complex.		
					Propose calculated to nearest cent.		
					Would align 10.3(b) with 10.1(a).		
	NFF	ReplySub-			NFF view is that rounding to the	Para 23	
		05/05/16			nearest cent is appropriate.		
29.	AWU	Sub-17/04/16	10.4(a)		Minimum wages - Payment of	Para 15	AGREED - Delete
					wages		the words
					Reference to "the actual ordinary		"ordinary", see
					hours worked each week or		Report to Full Bench
					fortnight" is confusing and		and <u>Transcript</u>
					potentially removes obligation for		[PN546-PN549].
					overtime hours. Propose amendment.		
	NFF	ReplySub-			Agree with submission of AWU.	Para 24	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
		05/05/16					
30.	AWU	Sub-17/04/16	11		Allowances In response to FWC query: Do not oppose travelling allowance and tool and equipment allowance being listed as expense related allowances	Para 16	AGREED - Parties agree that the ED is adequate and no amendments are required, see Report to Full Bench 3 June
	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	2016 and <u>Transcript</u> [PN549-PN550].
	NFF	Sub-14/04/16			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	Sub-15/04/16	-		Agrees with structuring of exposure draft which identifies all-purpose allowances as leading hand, wetwork 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	Para 26	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					allowance should not be treated as all purpose allowances.		
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)	AGREED - Parties have agreed to adopt the proposed wording of VOH, see Report to Full
	NFF	ReplySub- 05/05/16			Not opposed to VOH proposal.	Para 25	Bench 3 June 2016 and Transcript [PN551-PN552].
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)	AGREED - Parties agree to adopt wording in paragraph 330 of
	AIG	Sub-14/04/16			Concern raised by VOH valid. There is merit in amending 11.3.		AIG <u>submission</u> dated 14 April 2016,
	NFF	Sub-14/04/16			Cl should be amended.	Para 35	see Report to Full
	AiG	Sub-14/04/16			Cl 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	Bench 3 June 2016 and Transcript [PN553-PN554].
	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-			Does not oppose variation proposed		

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
		<u>08/05/16</u>			by NFF.		
33.	AWU	<u>Sub-17/04/16</u>	11.3(c)	24.3	Meal allowance	Para 22	AGREED – Parties
			and 15.4		Proposes cl 15.4 of the ED be deleted		agree to delete
					as cl 11.3 (c) sufficiently reflects		clause 15.4 as it
					clause 24.3 of MA		simply repeats clause
	BusSA	ReplySub-			Agrees with AWU.	Para 8.13	11.3(c), see <u>Report</u>
		<u>06/05/16</u>					to Full Bench 3 June
	NFF	ReplySub-			Notes both NFF and AWU agree that	Para 27 and 28	2016 and <u>Transcript</u>
		<u>05/05/16</u>			clause 15.4 of ED should be deleted.		[PN555-PN557].
34.	NFF	Sub-14/04/16	12		Accident pay	Para 36	<u>WITHDRAWN</u> –
					Model term set out in AM2014/190		see Report to Full
					should be inserted.		Bench 3 June 2016
							and <u>Transcript</u>
							[PN558-PN559].
35.	VOH	Sub-14/04/16	14.1(b)		Shiftwork	Para 4	<u>WITHDRAWN</u> –
					Definitions of "afternoon shift" and		see Report to Full
					"night shift" should appear in Sch G		Bench 3 June 2016
					— Definitions.		and <u>Transcript</u>
	BusSA	ReplySub- 06/05/16			Agrees with VOH submission.	Para 8.14	[PN560-PN561]
	AIG	ReplySub-			Does not believe definitions		
		08/05/16			proposed by VOH are appropriate.		
36.	AWU	Sub-17/04/16	14.1 (h)		Penalties and overtime – shiftwork	Para 17	AGREED – all
					Insert "and" between "overtime" and		parties agree that sub
					"paid".		cl 14.1(h) of the ED
	AIG	Sub-14/04/16			The phrase "paid in accordance with	Para 331	should be amended
					clause 15-Overtime" should be		to read "All time
					deleted.		worked in excess of

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	VOH	ReplySub- 05/05/16			Supports AIG proposal.	Page 3	the ordinary hours will be deemed
	NFF	ReplySub- 05/05/16			Agrees that wording in the current MA should be retained.	Para 30	overtime." See Report to Full Bench
	BusSA	ReplySub- 06/05/16			Agrees with AIG.	Para 8.15	25 August 2016
	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 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	REFERRED – Referred to the Part- time and Casuals Full Bench in AM2014/196 and AM2014/197 – see Transcript [PN579- PN582]. FB has determined that overtime penalty
	ABI	<u>Sub-15/04/16</u>			Overtime – definition Oppose addition of wording.	Para 17.1	rates for casuals should be prescribed
	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	Para 332 – 333	in the award - See FB Decision [2017] FWCFB 3541 at [PN748]. FB seeking further comment from parties regarding maximum ordinary hours and

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					been referred to Part-time and Casuals Full Bench in <u>AM2014/196</u> and AM2014/197.		averaging period for casuals - See FB Decision [2017]
	BusSA	ReplySub- 06/05/16			Supports NFF proposal.	Para 8.17	FWCFB 3541 at [PN752] – [PN755].
	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	REFERRED – to the Part-time and Casuals Full Bench in AM2014/196 and
	BusSA	ReplySub- 06/05/16			Supports NFF submission.	Para 8.17	<u>AM2014/197</u> – see Transcript [PN579-
	VOH	ReplySub- 05/05/16			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	PN582] and Report to Full Bench 25 August 2016
39.	AWU	<u>Sub-17/04/16</u>	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	REFERRED - This issue is being dealt with by the Award Flexibility Full Bench, see Transcript [PN584-PN585].

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	VOH	Sub-14/04/16			Add "hours" between "overtime" and	Para 5(a)	See Full Bench
					"worked" to clarify it is a one per		decision [2016]
					one arrangement.		FWCFB 7737 and
	VOH	<u>Sub-14/04/16</u>			Clause 15.2(a) should be amended by	Para 5(b) and	<u>draft determination</u>
					adding at the end of the sentence	Para 5(c)	
					"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).		
	AIG	ReplySub-			AWU concerns should be dealt with	Para 202	
		<u>08/05/16</u>			as part of the relevant common		
					claims proceedings.	5 01	
	NFF	ReplySub-			Notes comments of VOH and AWU.	Para 31	
		05/05/16			Notes issue is being dealt with in the		
					award flexibility common issue		
					proceedings.	7 401	
	AIG	ReplySub-			Does not oppose addition of word	Para 201	
		<u>08/05/16</u>			"hours" as proposed by VOH.		
					Does not agree with amendments		
					proposed by VOH for 15.2(b)(ii),		
40	TIOIT	0 1 14/04/16	15.2()		15.2(b)(iii) 15.2(c).	D 5(1) 0	WITH IDD AND
40.	VOH	Sub-14/04/16	15.3(c)		Overtime Payment of overtime	Para 5(d), pg. 2	WITHDRAWN -
					Delete "elect" and replace with		See Report to Full Bench 3 June 2016
	BusSA	ReplySub-			"agree with the employer".	Para 8.18	and Transcript
	Dus3/A	ReplySub 06/05/16			In response to VOH – agrees	Fara 8.18	[PN586-PN587]
41.	VOH	Sub-14/04/16	15.4 (see		Meal allowance	Para 5(e)	AGREED – parties
41.	νОП	<u>540-14/04/10</u>	also 11.3)		Add "meal or" before "meal	1 at a 3(c)	have agreed to delete
			aiso 11.3)		allowance".		cl 15.4 as it is simply
					anowance.		Ci 13.4 as it is simply

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	BusSA	ReplySub- 06/05/16			Agrees with VOH.	Para 8.19	repeated in clause 11.3(c), see Report
	AIG	ReplySub- 08/05/16			Does not oppose deletion of cl 15.4.	Para 204	to Full Bench 3 June 2016 and Transcript
	AFEI	ReplySub- 06/05/16			In response to AWU sub re cl 11.3 – current wording should be retained.	Para 47	[PN588-PN589]
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	REFERRED – referred to the Annual leave Full Bench, see Report to
	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 to cl 16.5 and no need to replicate.	Page 2	Full Bench 3 June 2016 and Transcript [PN592-PN604]
	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	AGREED – parties agree to replace ED wording with proposed wording in paragraph 26 of
	BusSA	ReplySub-			Agrees with NFF.	Para 8.20	AWU <u>submission</u>

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
		06/05/16					dated 5 May 2016, see Report to Full Bench 3 June 2016 and Transcript [PN605-PN606].
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 Vehicle Manufacturing Repair, Service and Retail Award 2010. Issue affects multiple awards (see AIG Correspondence of 25 Nov 2014).	Page 6	REFERRED – to the Payment of wages Full Bench (AM2016/8), see Report to Full Bench 3 June 2016 and Transcript [PN607-PN619].
45.	AIG	<u>ReplySub-05/05/16</u>	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. 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 334 – 335 Para 35	OUTSTANDING – parties have not reached an agreed position - see Report to Full Bench 25 August 2016 and Transcript [PN619-PN620].

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	BusSA	ReplySub- 06/05/16			Agrees with AIG.	Para 8.21	
46.	AIG	<u>Sub-14/04/16</u>	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	AGREED – parties have agreed to delete the first reference to the word "first" in the column heading
	NFF	ReplySub- 05/05/16			Agrees with AIG proposal.	Para 36	"Sunday during harvest reason" in
	VOH	ReplySub- 05/05/16			Supports AIG proposal.	Page 3	table B.2.3 of Schedule B, see Report to Full Bench 3 June 2016 and Transcript [PN621- PN622].
47.	AWU	<u>Sub-17/04/16</u>	Sch B.3		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.	Para 25	PART REFERRED/ PART OUTSTANDING – Issue of whether casual employees can receive overtime rates referred to Part-
	NFF	ReplySub- 05/05/16			Agrees with AWU that shift loadings should be reflected in Sch B.3 however notes that overtime does not apply to casuals.	Para 34	time and Casuals Full Bench in AM2014/196 and AM2014/197.
	NFF	Corr-17/06/16			Withdraws submission of 05/05/16. This change would create a new substantive entitlement to overtime	Page 1	Issue of whether casuals can receive

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
			32 32 5)		for casual employees and accordingly does not agree to the proposed change.		shift work rates remains in dispute.
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	REFERRED – AM2016/17 - see Report to Full Bench 25 August 2016
49.	VOH	<u>Sub-14/04/16</u>	Sch E.7		Allocation of Traineeships to Wage Levels In response to FWC query: Provides three additional training packages to be included in table.	Para 9	REFERRED – AM2016/17 - see Report to Full Bench 25 August 2016
	NFF	Sub-30/05/16			The Agri-Food, Amenity 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.'	Page 1	
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	AGREED – Parties agree that definition of "ordinary hourly rate" should also include reference to
	NFF BusSA	Sub-14/04/16 ReplySub- 06/05/16	-		Definition should be adjusted. Agrees with AIG.	Para 14 Para 8.22	clause 10.3(a), see Report to Full Bench 3 June 2016 and

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	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	Transcript [PN645-PN646].
	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)	WITHDRAWN - see Transcript [PN647- PN648].
	NFF	<u>Sub-14/04/16</u>			Definition of all purpose allowance should be adjusted.	Para 14	
	AIG BusSA	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. Supports NFF proposal.	Para 209-211	
	bussA	06/05/16			supports MFF proposal.	rara 8.24	
52.	VOH	Sub-14/04/16	Sch G		Definitions Submits "shift' and "day shift" should be added to Sch G.	Para 1(b) Para 4(a), 4(b)	WITHDRAWN - see Transcript [PN649- PN650].

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	NFF	ReplySub- 05/05/16			Submits "afternoon shift" and "night shift" should be added to Sch G. In response to VOH NFF submits that it is not clear that any additional	and 4(c) Para 38	
	BusSA	ReplySub- 06/05/16			definitions of this kind are necessary. Supports NFF proposal.	Para 8.24	
53.	NFF	<u>Sub-14/04/16</u>	Sch G		Definitions – Wine Industry Definition of wine industry is different to definitions in Wine Industry Award 2010 and the Pastoral Award 2010. Same definition should be used in each award with the Wine Industry Award 2010 the reference point.	Para 14, pg. 3 and Para 16	OUTSTANDING - AIG to review its position regarding the definition to be included in schedule G and may seek to provide comment in response –
	AIG	ReplySub- 08/05/16	Sch G		In response to NFF – change to wine definition represents substantial alteration to award provisions.	Para 218-220	particularly if the analysis suggests that the proposal of
	BusSA	ReplySub- 06/05/16			Supports NFF proposal.	Para 8.24	the NFF for a uniform definition would result in unintended substantive changes to award coverage – see Report to Full Bench 25 August 2016 – see also Transcript 4 July 2016 at [PN127] –

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
							[PN163].
55.	NFF	<u>Sub-14/04/16</u>	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	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 revisted following the change to the definition of "broadacre field crops" made during review of the <i>Pastoral Award 2010</i> .	Para 26	PART REFERRED/ PART OUTSTANDING May be addressed as part of substantive claim being dealt
	AIG	ReplySub- 08/05/16			AIG concerned over the interaction between the coverage of the <i>Pastoral Award 2010</i> and the <i>Horticultrual Award 2010</i> in light of the variation made to the <i>Pastoral Award 2010</i> .	Para 212-213	with by separate FB - AM2016/25 - see Report to Full Bench 25 August 2016. Foreshadowed that the interaction between the Pastoral Award 2010 and the Horticultural Award 2010 may require further discussion.
57.	NFF	<u>Sub-14/04/16</u>	Sch G, 3.2 and 3.3		Definitions Definition of Horticulture industry is	Para 15	DETERMINED - Issue determined in

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					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.		in accordance with [2017] FWCFB 3433 at [339].
58.	NFF BusSA	Sub-14/04/16 ReplySub- 06/05/16	Sch G		Definitions Opposes definitions appearing in schedule – definitions should remain in body of award. Disagrees with NFF. Considers award easier to understand and navigate if all relevant definitions are contained in same schedule. Any use	Para 12 -13, Para 8.23	REFERRED - This issue is subject to AM2016 - Plain language re-drafting proceedings, see Transcript [PN683-PN684].
	VOH	ReplySub- 05/05/16			of these terms outside the schedule should clearly refer the reader to the definitions to avoid ambiguity or confusion about important terms. Agrees with NFF.	Page 2	
59.	NFF	Sub-13/03/15	New clause		Intends to insert an annual salaries provision.	Para 5(b)	REFERRED – AM2014/47 - see Report to the Full Bench 3 June 2016 and Transcript [PN685]

List of abbreviations (in alphabetical order)

AM2014/231 Horticulture Award 2010 MA000028

ABI & NSWBC Australian Business Industrial and New South Wales Business Chamber

AFEI Australian Federation of Employers and Industry

AIG The Australian Industry Group AWU The Australian Workers' Union

BusSA Business SA ED Exposure Draft

FWO Fair Work Ombudsman

FB Full Bench MA Modern Award

Mitolo and others The Mitolo Group Pty Ltd; Potatoes SA; Hortex Alliance Incorporated; AusVeg SA;

Horticultural Coalition of South Australia admin; Apple & Pear Growers Association of

SA. Inc

NFF National Farmers Federation

VOH Voice of Horticulture