

Fair Work Commission
Terrace Tower, 80 William Street
East Sydney NSW 2011
By email: amod@fwc.gov.au

18 February 2015

Re: AM2014/213 Exposure Draft for the *Seafood Processing Award 2014*

AWU reply submissions

The Australian Workers' Union (AWU) submits the following in reply to issues raised by other parties regarding the Exposure Draft for the *Seafood Processing Award 2014*:

Australian Manufacturing Workers' Union (AMWU)

1. Clause 3.3: We are not opposed to the insertion of the example provided by the AMWU.
2. Clause 8.2 (c) and 13.4: We agree that the duration of the spread of hours cannot be extended.
3. Clause 11.4: We agree that this clause should be deleted.
4. Clause 15.11: We support the amended title suggested by the AMWU.

Australian Business Industrial and NSW Business Chamber

5. Clause 3.6: We support this amendment.
6. Clause 8.7 (b): We agree this sub-clause can be deleted.
7. Clause 10.7: We do not have a strong view on this issue but the reference to "because of the effects of a disability" does at least alert employers and employees to the possibility of supported wages applying for an employee with a disability. We do not think employers would automatically pay a supported wage because of these words because they would have to refer to the schedule for specific details anyway.

8. Clause 13.5 (b): We agree and have dealt with this issue in our submission dated 28 January 2015 at [9].
9. Clause 14.7 (b): We are opposed to this variation. The current award consistently uses the term “ordinary time rate” which may capture, for example, the first aid allowance for day workers.

In our submission dated 28 January 2015 we proposed an amendment to clause 14.7 (c) at [14] – if this change is made no consistency issues arise.

10. Schedule F: We are not opposed to a definition of “default fund employee” being inserted.

The Australian Industry Group (AIG)

11. Clause 5.2: We agree these amendments should be made.
12. Clause 6.3 (a) (iii): We do not agree any change is necessary to this clause.
13. Clause 6.3 (h): We agree this clause should also refer to clause 13.2.
14. Clause 6.4 (b) (iii): We agree this clause should be deleted.
15. Clause 8.2 (a): We agree the Exposure Draft wording could exclude casual employees and support the deletion of the words “for a full-time employee”.

We do not agree the words “up to 38 per week” should be inserted. This would conflict with clause 6.2 (b).
16. Clause 8.5: We agree the heading should be amended in the manner proposed by AIG.
17. Clause 8.6 (b) (i): We agree with the addition proposed by AIG.
18. Clause 8.6 (c): We rely on our submission dated 28 January 2015 at [6]. The deletion proposed by AIG would not mean all relevant provisions are cross-referenced.
19. Clause 9.1 (d): We agree with the amendment proposed by AIG.
20. Clause 10.1: We agree with the amendment proposed by AIG.
21. Clause 11.4: As mentioned above in reply to the AMWU submissions, we agree that this clause should be deleted.

22. Clause 13.5 (b) (ii): We agree with the amendment proposed by AIG.
23. Clause 14.1 (a): We agree the wording could create confusion and propose the following: "For all time worked outside of ordinary hours, the overtime rates are: ..."
24. Clause 14.3 (b): We rely on our submission dated 28 January 2015 at [12].
25. Schedule A.1.3: We agree penalty rates for shift workers on Saturdays should be inserted – the rate is 150%.

Business SA

26. Clause 5.2: We agree with the submissions of Business SA except in relation to clause 8.6 (d) – this does not allow for individual agreement.
27. Clause 6.3 (h): We have agreed above that a reference to clause 13.2 should be added.
28. Clause 11.4: As stated above, we agree with the AMWU that this provision should be deleted.
29. Clause 14.7 (e): Business SA are correct, the reference should be 11.3 (a).

Austuna – Bluefin Tuna Industry Association and Tassal Operations Pty Ltd

30. Clause 5: We accept clauses 9.1 (e) and 15.9 (g) in the Exposure Draft are facilitative provisions which could be included in the table.



Stephen Crawford

SENIOR NATIONAL LEGAL OFFICER