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Sent: Monday, 2 November 2015 4:45 PM

To: Chambers - Ross J; Chambers - Hatcher VP; Chambers - Hamberger SDP; Chambers - Bull DP; Chambers - Roe C; AMOD

Cc: Kyle Scott; Julian Arndt; Jamila Gherjestani; Estha van der Linden (Business SA); 'Dario Mujkic'; Matt Galbraith

Subject: AM2014/214 Storage Services and Wholesale Award 2010 - revised summary of submissions and exposure draft

Dear Associates,

We refer to the above matter. During proceedings on 7 October 2015, Ai Group undertook to revise the Commission's summary of submissions and the *Exposure Draft – Storage Services and Wholesale Award 2014* (dated 8 December 2014).

Please find attached a copy of each of the relevant documents. The revised summary of submissions indicates the parties' position in respect of each item as at the date of filing. The revised exposure draft incorporates those changes that are agreed between the interested parties. These documents have been prepared in consultation with the SDA, AWU, NUW, ABI and the NSW Business Chamber, AFEI, and Business SA.

Kind regards,
Ruchi.

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AMENDED REVISED SUMMARY OF SUBMISSIONS**Revised as at 30 September 2015 to incorporate submissions received since 17 March 2015**

| | | | |
|----------------|---|--|---|
| Status: | A = Agreed | C = referred to Common issue Full Bench | O = Outstanding technical/drafting issue |
| | R = Resolved by previous Full Bench decision | S = Substantive issue | W = Withdrawn/Not pressed |

| ITEM | PARTY | DOCUMENT | CLAUSE (exposure draft) | CLAUSE (current award) | SUMMARY OF ISSUE | Reference | NOTES | STATUS |
|-----------------------|-------------|--|-------------------------------|------------------------------|--|---------------------|-------|------------------------------|
| General issues | | | | | | | | |
| 1. | NUW | Sub - 28/01/15 Sub-21/08/15 | | | Terminology - ordinary hourly rate Inconsistent use of minimum hourly rate ordinary hourly rate. Phrasing should be as consistent as possible. Supports use of either 'ordinary hourly rate' or 'ordinary rate of pay'. 'Ordinary' has a longstanding industrial meaning, and 'minimum' may cause uncertainty. | Paras 3-6 Para 2 | | R |
| | BusSA | Sub-15/07/15 | | | Opposes use of wording "ordinary hours", the wording is consistent with [2014] FWCFB 9412 | Page 6 | | |
| 2. | AWU | Sub - 18/02/15 | | | AWU supports SDA and NUW. Also supports variation sought by SDA to cl 22.4 'rostered days off' of the current award. | Paras 1 - 2 | | S (linked to item 28) |
| 3. | AWU | Sub - 28/01/15 | | | Terminology - ordinary hourly rate ED should refer to 'ordinary hourly rate' (not 'minimum hourly rate') throughout award to ensure consistency | Para 2 | | R |
| | ABI & NSWBC | Sub - 02/02/15 | | | 'Ordinary hourly rate' and 'minimum hourly rate' used interchangeably, should be used consistently. | Para 32 | | |

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| | AWU | Sub - 28/01/15 | | | AWU agrees with ABI and NSWBC, ordinary hourly rate should be adopted | Para 38 | | |
| | Ai Group | Sub - 04/03/15 | | | opposes NUW and AWU submission that ‘ordinary hourly rate’ should be used in preference to ‘minimum hourly rate’. | Para 145 | | |
| | SDA | Sub - 18/02/15 Reply sub- 15/07/15 | | | SDA support use of term ‘ordinary hourly rate’ | Paras 6 & 44 Para 3-6 | | |
| | BusSA | Sub-15/07/15 | | | Opposes use of wording “ordinary hours” and submits the wording is consistent with [2014] FWCFB 9412 | Page 6 | | |
| Award specific issues | | | | | | | | |
| 4. | SDA | Sub - 28/01/15 | 2 | 5.6 | Relationship between award and NES Submits removal of word ‘access’ from title and amalgamation of two clauses substantially changes current clause 5 Supports wording proposed in Full Bench decision [2014] FWCFB 9412 | Paras 9-15 | Issue may have been dealt with by [2014] FWCFB 9412 | R |
| | Ai Group | Sub - 04/03/15 | | | Relationship between award and NES Submissions of SDA have been addressed by Comission’s decision of 23 December 2014. | Para 146 | | |
| | SDA | Sub-15/07/15 | | | SDA matter has been dealt with by Full Bench | Row 1 | | |
| 5. | Ai Group | Sub - 28/01/15 | 3.1 | 4.1 | Coverage Words ‘to the exclusion of any other modern award’ should be deleted from end of 3.1 4.1 of the current award does not deal with | Paras 164- 167 | | A |

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| | | | | | interaction between it and other awards. 3.1 of ED should go no further than 4.1 of current award Current award contains important provisions that prevent particular types of employees found in many industries from being inappropriately removed from coverage under the relevant industry award Addition of these words could contradict later provisions of cl.3 dealing with interaction with other awards. This would be a substantive change | | | |
| | SDA | Sub - 18/02/15 | | | agrees with Ai Group | Para 14 | | |
| | AWU | Sub - 18/02/15 | | | AWU not opposed to Ai Group position | Para 3 | | |
| | SDA | Sub-15/07/15 | | | Issue resolved – delete ‘to the exclusion of any other modern award’ | Row 2 | | |
| 6. | SDA | Sub - 28/01/15 | 3.2 | 4.2 | Coverage - industry definition Definition of ‘storage services and wholesale industry’ unnecessary, appears in definitions clause. | Para 8 | | A |
| | Ai Group | Sub - 04/03/15 | | | Deletion of definition is not opposed. | Para 147 | | |
| | SDA | Sub-15/07/15 | | | Issue settled – delete definition from clause 3.2. | Row 3 | | |
| 7. | ABI & NSWBC | Sub - 02/02/15 | 3.6(a) | | Coverage - terminology Reference to ‘the Fair Work Act 2009 (Cth) (the Act)’ should be replaced with defined term ‘the Act’ | Para 33 | | A |
| | AWU | Sub - 28/01/15 | | | Agrees with ABI and NSWBC | Para 39 | | |
| | SDA | Sub - 18/02/15 | | | SDA does not oppose ABI and NSWBC | Para 45 | | |

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|------|-------------|--|-------------------------------|------------------------------|--|----------------------------|-------|----------|
| | Ai Group | Sub - 04/03/15 | | | ABI's amendment not opposed. | Para 148 | | |
| | SDA | Sub-15/07/15 | | | Parties agree with ABI proposal. | Row 4 | | |
| | BusSA | Sub - 28/01/15 | | | Removal of items related to Decision [2014] FWCFCB 9412 | B.1 | | |
| 8. | SDA | Sub - 18/02/15 | 5.1(b) | | Full Bench decision made reference to deletion of final sentence only. First sentence in clause 5.1(b) should remain. | 2 | | R |
| | SDA | Sub-15/07/15 | | | Issue resolved – parties agree to the deletion of the final sentence of 5.1(b) only. | Row 5 | | |
| | | | | | | | | |
| 9. | SDA | Sub - 28/01/15 Sub - 18/02/15 | 5.2(a)(i) | 8.2(a)(i) | Facilitative provisions - travelling allowance - allowance should not be subject to facilitative provisions, delete from clause. An absolute entitlement, current clause does not provide for agreement between parties | Paras 16-18 Para 60 | | A |
| | AFEI | Sub - 28/01/15 | | | Agrees with SDA | Para 33 | | |
| | Ai Group | Sub - 28/01/15 Sub - 04/03/15 | | | Agrees with SDA | Paras 168-169 Para 151 | | |
| | ABI & NSWBC | Sub - 02/02/15 | | | Support SDA and Ai Group | Para 34 | | |
| | BusSA | Sub - 04/03/15 | | | | Page 7 | | |
| | SDA | Sub-15/07/15 | | | Issued resolved – parties agree that travelling allowance should not be included in facilitative provisions. | | | |
| | | | | | | | | |
| 10. | Ai Group | Sub - 28/01/15 Sub - 04/03/15 | 5.2(a)(ii) | 8.2(a)(ii) | Facilitative provisions - cross reference 8.1 Reference should be to 8.1(d) | Paras 170-171 Para 152 | | A |
| | SDA | Sub - 18/02/15 | | | Supports Ai Group | Para 16 | | |
| | | | | | | | | |

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| | SDA | Sub-15/07/15 | | | Issue resolved – parties agree that cross-reference should be to 8.1(d). | Row 6 | | |
| 11. | ABI & NSWBC | Sub - 02/02/15 | 5.2(a)(ii) | 8.2(a)(ii) | Facilitative provisions - cross references consider whether inclusion of clause references in 5.2 will give rise to unintended consequences. E.g current clause does not provide a clause reference and simply refers to ‘hours of work - ordinary hours’ while the ED refers to specific clauses. May give rise to ambiguity | Para 35 | | O |
| 12. | AWU | Sub - 28/01/15 | 5.2(a)(ii) | 8.2(a)(ii) | AWU agrees with ABI & NSWBC | Para 40 | | O (linked to item 11) |
| 13. | BusSA | Sub - 28/01/15 | 5.3(a) | 8.2(a)(vi) | Facilitative provisions - cross reference 15.3 should be to 15.2 (altering span by majority agreement) | B. | | A |
| | Ai Group | Sub - 04/03/15 | | | Submission of BusSA is opposed. | 153 | | |
| | SDA | Sub - 18/02/15 | | | SDA does not agree with BusSA | Para 4 | | |
| | SDA | Sub-15/07/15 | | | Issue resolved – parties agree that reference to 15.2 should be included in clause 5.3(a) | Row 7 | | |
| 14. | BusSA | Sub - 28/01/15 | 5.2(a)(vii) | | Facilitative provisions - include cross reference to 20.4(a) Seeks addition at 5.2(a)(vii) of clause 20.4(a) - Rostered day off falling on a public holiday | B.2 | | A |
| | Ai Group | Sub - 04/03/15 | | | BusSA’s proposal is not opposed. | Para 149 | | |
| | SDA | Sub - 18/02/15 | | | SDA does not oppose BusSA. | Para 3 | | |

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| | SDA | Sub-15/07/15 | | | Issue resolved – parties agree to insert new subclause which refers to 20.4(a). | Row 8 | | |
| 15. | BusSA | Sub - 28/01/15 | 5.3(a) | | Facilitative provisions - include cross reference to 20.3 Seeks addition at 5.2(a)(viii) clause 20.3 - substitution of public holidays | B.3 | | A |
| | Ai Group | Sub - 04/03/15 | | | BusSA's proposal is opposed. | Para 150 | | |
| | SDA | Sub - 18/02/15 | | | SDA does not oppose BusSA. | Para 3 | | |
| | SDA | Sub-15/07/15 | | | Parties agree to insert sub-clause to reference clause 20.4(a) in clause 5.3(a). | Row 8 | | |
| 16. | Ai Group | Sub - 28/01/15 | 5.3(a)(i) | 8.3(a)(i) | Facilitative provisions - cross reference to clause 11 Reference to clause 11 (which does not contain provision that enables facilitation by majority agreement) should be deleted | Para 172 | | A |
| | | Sub - 04/03/15 | | | | Para 154 | | |
| | SDA | Sub - 18/02/15 | | | SDA does not oppose Ai Group's submission that subclause be deleted | Para 17 | | |
| | SDA | Sub-15/07/15 | | | Parties agree for clause 5.3(a)(i) to be deleted. | Row 9 | | |
| | ABI & NSWBC | Sub - 02/02/15 | | | Words 'electronic funds transfer' have been omitted from ED. Should read 'clause 11 – payment of wages – EFT' as per current clause [submission withdrawn by ABI] | Para 36 | | |
| | SDA | Sub - 18/02/15 | | | SDA does not agree with ABI & NSWBC's position. Neither ED or current award include EFT in title. Title is 'payment of wages'. [submission withdrawn by ABI] | Para 48 | | |
| | AWU | Sub - 28/01/15 | | | Do not agree with ABI & NSWBC. While AWU acknowledges the ABI & NSWBC | Para 41 | | |

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| | | | | | submission reflects the current award. Reference to clause 11 title is incorrect [submission withdrawn by ABI] | | | |
| | ABI & NSWBC | Reply sub- 21/08/15 | | | Supports Ai Group's proposal. | Para 3.21 – 3.23 | | |
| 17. | Ai Group | Sub - 28/01/15 | 5.3(a)(ii) | 8.3(a)(ii) | Facilitative provisions - clause 8.1 Clause 8.1 contains provisions that provide for facilitation by majority agreement ((d) & (e)). Both of these are separately listed in 5.3. Submits 5.3(a)(ii) be deleted | Para 173 | | A |
| | SDA | Sub - 18/02/15 | | | SDA supports Ai Group's position that subclause be deleted. | Para 18 | | |
| | SDA | Sub-15/07/15 | | | Parties have agreed to delete 5.3(a)(ii) | Row 10 | | |
| 18. | Ai Group | Sub - 28/01/15 | 5.3(a)(vi) | 8.3(a)(vi) | Facilitative provisions - clause 15.1 Provision refers to 15.1 contains shiftwork definition and no provision for majority agreement. Clause should refer 15.2 & 15.4(d) instead | Para 174 | | A |
| | SDA | Sub - 18/02/15 | | | SDA supports Ai Groups proposed variation | Para 19 | | |
| | SDA | Sub-15/07/15 | | | | Row 11 | | |
| 19. | FWO | Sub - 25/11/14 | 6.2 | 11.2 | Full-time employment Current clause may cause confusion | Item 33 | | O |
| | BusSA | Sub-15/07/15 | | | BusSA has still not agreed on this issue. | Page 6 | | |
| 20. | AWU | Sub - 28/01/15 | 6.4(c)(i) | 11.4(b) | Casual employment Word 'ordinary' should be removed from 6.4(c)(i) or the words of current 11.4(b) should be retained. The insertion of 'ordinary' into the ED removes the casual loading on overtime | Para 3 | | A |

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| | Ai Group | Sub - 04/03/15 | | | AWU's submission is not opposed. | Para 156 | | |
| | Ai Group | Reply sub- 28/08/15 | | | | Para 524 | | |
| | AWU | Sub-15/07/15 | | | The addition of 'ordinary' in clause means casual employees will only receive casual loading during ordinary hours, significantly reducing casual employee's entitlement. Submit that 'ordinary' be deleted or alternatively current clause be retained. | Para 1-4 | | |
| | ABI&NS WBC | Reply sub- 21/08/15 | | | Do not oppose the AWU's proposal that the term "ordinary" be deleted. | Para 2.16 | | |
| 20A. | Ai Group | Sub - 28/01/15 Sub - 04/03/15 | | | Casual loading is expressed in terms of the ordinary hourly rate. The term 'ordinary hourly rate' is not defined in the award or used in the minimum wages clause to describe the rates prescribed. Submits 'ordinary hourly rate' should be replaced with minimum hourly rate as that is the relevant term used in the minimum wages clause | Paras 175-176 Para 155 | | R |
| | SDA | Sub - 18/02/15 | | | Award should refer to 'ordinary hourly rate' throughout. | Para 20 | | |
| | AWU | Sub - 18/02/15 | | | Suggest inserting definition of ordinary hourly rate rather than replacing it with minimum hourly rate | Para 4 | | |
| 21. | SDA | Sub - 28/01/15 | 6.4(c)(ii) & (iii) | 11.4 | Casual employment Does not oppose majority of reformulated clause except for the inclusion of clauses | Paras 19-28 | | A |

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| | | | | | 6.4(c)(ii) &(iii) All award provisions apply to casuals unless there is an express exclusion Words 'other entitlements of full-time and part-time employment' in 6.4(c)(ii) are very broad, and may be interpreted to include any award entitlement that does not specifically refer to casual employees. Refer to full bench decision [2014] FWCFB 9412 and proposes it be incorporated | | | |
| | AWU | Sub - 28/01/15 | | | 6.4(c)(ii) does not appear in current award and should be deleted from ED. Clause may be interpreted to include any award entitlement that does not expressly refer to casual employees | | | |
| | Ai Group | Sub - 28/01/15 Sub - 04/03/15 | | | Opposed inclusion of this subclause | Paras 177-178 Para 157 | | |
| | SDA | Sub - 18/02/15 | | | SDA supports Ai Group's submission. | Para 21 | | |
| | AWU | Sub - 18/02/15 | | | Agree with Ai Group - oppose inclusion of subclause | Para 5 | | |
| | SDA | Sub-15/07/15 | | | Parties submit that clauses should be deleted as they have been dealt with by [2014] FWCFB9412. | Row 12 | | |
| 22. | Ai Group | Sub - 28/01/15 | 8.1(a) | 22.1 | Hours of work Express reference to full-time employees in 8.1(a) removes casual employees from application of clause. deviates from current award and would result in a breach of s.147 | Paras 179-181 | | A |

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| | | | | | of Act. Words 'a full-time employee's' should be deleted. | | | |
| | NUW | Sub - 16/02/15 | | | NUW supports Ai Group in that there should be some reference to casual employees in 8.1(a). | Para 6 | | |
| | SDA | Sub - 18/02/15 | | | SDA supports Ai Groups submission that ED fails to include casuals. | Para 22 | | |
| | AWU | Sub - 18/02/15 | | | Not opposed to Ai Group's submission to retain current wording of clause. | Para 6 | | |
| | SDA | Sub-15/07/15 | | | Parties have agreed to have the reference to 'full-time employees' deleted. | Row 13 | | |
| 22A | Ai Group | Sub - 28/01/15 | 8.1(a) | 22.1 | Words 'up to' should be inserted before '38 per week'. Without this the clause could be interpreted as requiring casual employees to work 38 ordinary hours a week, which would be contrary to clause 6.4(a) | Paras 179-181 | Parties continue to have discussions | O |
| 22B. | Ai Group | Sub - 28/01/15 | 8.1(c) | 22.1 | The word 'shift' is not used in the current clause except where it specifically relates to shiftworkers. The words 'on shifts' should be substituted with 'on days' | Para 182 | | O |
| 23. | FWO | Sub - 25/11/14 | 8.1(c) | 22.1 & 25 | Hours of work Unclear what entitlements apply to employees whose hours of work traverse the hours that apply to both shift and day workers. | Item 35 | Parties continue to have discussions see | O |
| | BusSA | Sub-15/07/15 | | | BusSA have still not come to agreement on this issue. | Page 6 | submission , row 13. | |
| 24. | AFEI | Sub - 28/01/15 | 8.2 | 22.2 | Hours of work The existing ordinary hours of work | Paras 34-35 | Issue may have been | |

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| | | | | | provisions do not require amendment. Span of hours may be amended at each end | | dealt with by [2015] FWCFB 7236 at [159] | O (see also item 26) |
| | NUW | Sub - 16/02/15 | | | NUW does not support AFEI's submission that span may be amended at each end | Para 11 | | |
| | AWU | Sub - 18/02/15 | | | AWU strongly opposes AFEI's submission and refers to their own submission of 28/01/15. | Para 30 | | |
| | | Sub-15/07/15 | | | The word "either" in clause permits the expansion of the spread of hours at one or the other end and not both. | Para 5-7 | | |
| | SDA | Sub-15/07/15 | | | The use of the word "either" clearly means one or the other but not both. The spread of hours clause at 8.2 when read in conjunction with the facilitative provision is clearly not intended to permit an increase in the daily spread. | Para 4-10 | | |
| | BusSA | Sub-15/07/15 | | | Supports AFEI's submission. | | | |
| 25. | BusSA | Sub - 28/01/15 | 8.2 | 22.2 | Hours of work - spread of hours Title of clause should be 'Spread of ordinary hours' for clarity. | B.10 | | O |
| | | Sub-15/07/15 | | | Proposes that the title of clause should be 'spread of ordinary hours' for clarity. | Page 6 | | |
| | Ai Group | Sub - 04/03/15 | | | BusSA's proposed amendment to the title of clause 8.2 is not opposed. | Para 161 | | |
| | SDA | Sub - 18/02/15 | | | SDA submits change to clause title of 8.2 unnecessary | Para 10 | | |

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| 25A | SDA | Sub - 28/01/15 | 8.2 | 22.2 | Spread of hours clause has been relocated resulting in there being no spread of hours under the 'spread of hours' subclause | Paras 41-45 | | O |
| | ABI & NSWBC | Sub 05/03/15 | | | Agrees that ED contains a "spread of hours clause that does not contain the spread of hours", but disagrees that the reference to the spread should be repeated in clause 8.2. An amendment to the clause title is proposed. | Para 46 | | |
| | Ai Group | Sub - 04/03/15 Reply sub-28/08/15 | | | Ai Group opposes the suggestion of the SDA that clause 8.1(b) be reproduced at clause 8.2. | Para 158 Para 525-526 | | |
| 26. | BusSA | Sub - 28/01/15 Sub-15/07/15 | 8.2 | 22.2 | Hours of work - spread of hours - at either end Clause refers to the expansion of hours at 'either end', meaning each end of ordinary hours can be expanded | B.11 Page 6 | Issue may have been dealt with by [2015] FWCFB 7236 at [159] | O (see also item 24) |
| | NUW | Sub - 16/02/15 | | | NUW opposes BusSA's submission that hours may be altered at either end | Para 12 | | |
| | AWU | Sub - 28/01/15 | | | Strongly oppose BusSA's submission and refer to paraprach 8 of our submission of 28/01/15 (below) | Para 35 | | |
| | Ai Group | Sub - 28/01/15 Sub - 04/03/15 | | | Words do not suggest that the other end of the spread must be shifted to maintain a span of 10.5 hours. Clause permits expansion of span by 1 hour. The clause supports clause 8.1(d) that an employee may work up to 10 ordinary hours in one day. Clause allows for staggering of start and | Paras 183-184 Paras 159-160 | | |

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| | | | | | finishing times. This flexibility is essential for business operations | | | |
| | BusSA | Sub - 04/03/15 | | | Ai Group's submission is supported. | Page 7 | | |
| | NUW | Sub - 16/02/15 | | | NUW does not support Ai Groups position that span can be altered by an hour at <u>either</u> end of spread. | Para 7 | | |
| | SDA | Sub - 18/02/15 Sub - 08/02/15 | | | SDA opposes Ai Groups position. Variation permits alteration to the spread of hours at one end of the span but not both Purpose of clause is to move spread forward or back by one hour, but not to extend the number of hours within the span | Paras 23 & 11 Paras 11 & 61 | | |
| | AWU | Sub - 18/02/15 | | | Strongly oppose Ai Group's submission and refer to paraprach 8 of our submission of 28/01/15 (below). | Para 8 | | |
| | AWU | Sub - 28/01/15 | | | Refer to submissions made in respect of Manufacturing award (29/10/14). 'Either' means 'one or other, but not both'. Propose amending clause to state: 'Subject to maintaining a 10.5 hours spread, the spread of hours may be altered by up to one hour at either end of the spread, by agreement between an employer and the majority of employees concerned or between the employee and the employer' | Para 8 | | |
| | NUW | Sub - 16/02/15 | | | NUW supports AWU's submission that span can be altered at one or other end of spread, not both. | Para 7 | | |

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| | FWO | Sub - 25/11/14 | | | Confusion around altering the spread of hours | Item 36 | | |
| | ABI&NS WBC | Reply sub- 21/08/15 | | | Do not agree with SDA's submission as interpretation is logically inconsistent on its own terms. Not possible to "shift" the spread of hours at only one end of the spread of hours without increasing (or decreasing). Do not agree with AWU's interpretation as it should be interpreted to allow the variation of the spread of hours at both ends of the spread. | Para 2.2-2.15 | | |
| | AFEI | Reply sub- 01/09/15 | | | Unreasonable reading a facilitative provision to restrict its operation in the manner contended by the SDA. Fair reading of the clause is one which maximises its potential for both employers and employees. | Para 45-48 | | |
| 27. | BusSA | Sub - 28/01/15 | 8.4(d) | 22.4(d) | Hours of work Clause reference should be amended from 9.4(b) to 8.4(b) | Para 185 | | A |
| | SDA | Sub - 18/02/15 | | | SDA Agrees with BusSA | Para 5 | | |
| | SDA | Sub-15/07/15 | | | Parties agree to change 9.4(b) to 8.4(b). | Row 14 | | |
| | Ai Group | Sub - 28/01/15 Sub - 04/03/15 | | | Clause reference should be amended from 9.4(b) to 8.4(b) | 185 Para 162 | | |
| 28. | SDA | Sub - 25/11/14 | 8.4 | 22.4 | Hours of work - rostered days off Propose to amend clause so RDOs are not capped at 12 over a 12 month period | Paras 2-8 | | S (linked with item 2) |
| | | Sub-15/07/15 | | | AWU supports the SDA | Para 25-26 | | |
| | AWU | Sub - 18/02/15 | | | | Para 48 | | |
| | NUW | Sub-21/08/15 | | | Supports variation sought | Para 5 | | |

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| | ABI & NSWBC | Reply sub-21/08/15 | | | Do not support proposal but do not intend to bring evidence in opposition to claim. | Para 3.14 – 3.20 | | |
| | BusSA | Reply sub-21/08/15 | | | Does not support the proposal in current format but willing to be constructive part of the proceedings when SDA puts forward their case. | Para 32 | | |
| | Ai Group | Reply sub-28/08/15 | | | Does not support proposed variation, does not meet modern awards objective. | Para 535-537 | | |
| 29. | SDA | Sub - 28/01/15 | 9.1 | 23.1(a) | Meal breaks Re-drafted clause slightly different and lesser entitlement than current entitlement not to work more than 5 hours without meal ED clause allows meal break after 5 hours but does not require meal break be taken within 5 hours. Seek to revert to current wording. | | | A |
| | ABI & NSWBC | Sub - 02/02/15 Sub 05/03/15 | | | Agrees with SDA | Para 37 Para 48 | | |
| | BusSA | Sub - 04/03/15 | | | Submission of ABI is supported. | Page 7 | | |
| | Ai Group | Sub - 04/03/15 | | | Ai Group agrees with the SDA and ABI | Para 163 | | |
| | NUW | Sub - 16/02/15 | | | NUW supports ABI & NSWBC's position | Para 9 | | |
| | SDA | Sub - 18/02/15 | | | SDA does not oppose the position of ABI & NSWBC | Para 49 | | |
| | AWU | Sub - 28/01/15 | | | Support ABI & NSWBC | Para 43 | | |
| | SDA | Sub-15/07/15 | | | Parties have agreed to retain wording of current clause in place of wording in exposure draft. | Row 15 | | |

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| 30. | Ai Group | Sub - 04/03/15 | 9.2 | 23.3 | Rest breaks Current wording (“normal commencement or cessation of work”) should be retained. | Para 166 | | A |
| | SDA | Sub-15/07/15 | | | Parties have agreed to retain current wording and replace with “starting or finishing time” with “commencement or cessation of work” | Row 16 | | |
| 31. | Ai Group | Sub - 04/03/15 | | | not opposed to the deletion of “for a full-time adult employee” from the preamble to the table. | Para 167 | | A |
| | Ai Group | Reply sub-28/08/15 | | | | Para 528 | | |
| | AWU | Sub-15/07/15 | | | The term “full-time” should be deleted from the draft preamble. | | | |
| | ABI & NSWBC | Reply sub-21/08/15 | | | Does not oppose AWU’s submission that the term “full-time” be deleted from the draft preamble | Para 2.17 | | |
| 31A | SDA | Sub - 28/01/15 | 10.1 | 15.1 | Minimum wages Not opposed to inclusion of extra rates in wage tables - worthwhile additions | Para 36 | | R |
| 32. | FWO | Sub - 25/11/14 | 10.1 & Schedule B | 15.1 | Minimum wages Different pay rates for level 1 employees ‘on commencement, after 3 months and after 12 months’ | Item 34 | | O |
| | BusSA | Sub-15/07/15 | | | BusSA has still not come to an agreed position on this matter. | Page 6 | | |

| ITEM | PARTY | DOCUMENT | CLAUSE (exposure draft) | CLAUSE (current award) | SUMMARY OF ISSUE | Reference | NOTES | STATUS |
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| 33. | SDA | Sub - 28/01/15 | 10.2 | 15.2 | Junior wages Unnecessary to include minimum weekly rate alongside the junior percentages Many juniors will be in the first 12 months of employment and therefore not receiving these rates so could lead to confusion Juniors also likely to be part-time or casual so weekly rates will not be relevant | Pars 37-38 | | |
| | | Sub - 18/02/15 | | | | Para 24 | | |
| | | Sub-15/07/15 | | | | Para 12-16 | | |
| | ABI & NSWBC | Sub 05/03/15 | | | Position of the SDA is supported. | Paras 49-50 | | |
| | ABI & NSWBC | Reply sub-21/08/15 | | | | Para 2.20 | | |
| | Ai Group | Sub - 28/01/15 | | | Expression of rates in tables inaccurate Minimum rates increase incrementally in first year so junior rate payable must be applied to the appropriate adult rate depending upon the employee's length of service. Either table should be amended to include the rate payable to a junior employee at each age on commencement, after three months and after 12 months, or, the table need not express the monetary value of the rate payable/ Table at 15.2 of current award should be retained | Paras 186 - 188 | | |
| | Ai Group | Sub - 04/03/15 | | | | Para 168 | | |
| | Ai Group | Reply sub-28/08/15 | | | | Para 529 | | |
| | AWU | Sub - 18/02/15 | | | Do not oppose Ai Groups submission. Table should be amended to include rate payable to a junior employee at each age on | Para 8 | | |

O

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| | | | | | commencement, after 3 months and after 12 months. | | | |
| 34. | ABI & NSWBC | Sub - 02/02/15 | 10.4 | 15.4 | Supported wages system Words ‘because of the effects of a disability’ should be deleted because they don’t add anything and may lead employers and employees into error by assuming that employees with a disability are automatically eligible for a supported wage | Para 38 | | A |
| | Ai Group | Sub - 04/03/15 | | | Submission of ABI is not opposed. | Para 169. | | |
| | SDA | Sub-15/07/15 | | | Parties have agreed to amend clause by deleting the words “because the effects of a disability” | Row 17 | | |
| 35. | Ai Group | Sub - 25/11/15 Sub - 28/01/15 | 11.3 | 20.3 | Payment of wages on termination 20.3 should be amended to enable an employer who pays by electronic funds transfer, to pay wages on termination of employment in accordance with the employer’s normal pay cycle | Para 213 | | S |
| | BusSA BusSA | Sub-15/07/15 Reply sub-21/08/15 | | | Supports Ai Group’s submission. | Page 6 Para 33 | | |
| | SDA | Sub-15/07/15 | | | Opposes Ai Group’s proposed variation and does not consider a delay in any payments due to an employee beyond current period of “within two working days after termination” is satisfactory. | Para 12-16 Para 32-51 | | |

| ITEM | PARTY | DOCUMENT | CLAUSE (exposure draft) | CLAUSE (current award) | SUMMARY OF ISSUE | Reference | NOTES | STATUS |
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| | AWU | Reply sub-21/08/15 | | | Opposes variation as it is not necessary to meet the modern awards objective. | Para 32-51 | | |
| 36. | Ai Group | Sub - 28/01/15 | | | Clause 11.4 of ED deviates from 20.4 of current award by not contemplating the possibility of an employee working on a public holiday; and it refers to the employee's pay day coinciding with a 'day off' which is broader than a day off 'by virtue of the employee's ordinary hours (a ref to an RDO). A 'day off' may include absence from work for any reason Words of current clause should be retained | Paras 189-191 | | A |
| | | SDA Sub - 18/02/15 | | | SDA supports Ai Group's position. | Para 25 | | |
| | | AFEI Sub - 28/01/15 | | | Agrees with Ai Group | | | |
| | | ABI & NSWBC Reply sub-21/08/15 | | | Agree with Ai Group's submissions in respect of AWU's submission on this clause. | Para 2.18 | | |
| | | SDA Sub-15/07/15 | | | Parties have agreed to retain current wording of current award. | Row 18 | | |
| 36A. | AFEI | Sub – 28/01/15 | 11.4 | 20.4 | Payment of wages – question in ED The proposal is a sensible one | Para 36 | | O |
| | Ai Group | Sub - 04/03/15 | | | Ai Group agrees with AFEI. | Para170 | | |
| | AWU | Sub - 28/01/15 | | | Payment of wages Clause is not ambiguous and should be maintained in its current form. | Para 9 | | |
| | | Sub - 28/01/15 | | | Oppose AFEI submission. Referred to para 9 of submission of 28/01/15 and submit that current clause is clear. Question posed by Commission | Paras 31 - 32 | | |

| ITEM | PARTY | DOCUMENT | CLAUSE (exposure draft) | CLAUSE (current award) | SUMMARY OF ISSUE | Reference | NOTES | STATUS |
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| | | | | | inadvertently changes the clause substantially. | | | |
| | SDA | Sub - 18/02/15 | | | SDA submits current clause is clear and unambiguous | Para 62 | | |
| | AWU | Sub-15/07/15 | | | Clause is not ambiguous and should be retained in its current format. | Para 10 | | |
| 37. | SDA | Sub - 28/01/15 | 12 | 16 | Allowances Does not oppose change to formatting of allowances | Para 39 | | A |
| | SDA | Sub-15/07/15 | | | Parties do not oppose changes to formatting in ED | Row 19 | | |
| 38. | SDA | Sub - 28/01/15 Sub - 18/02/15 | 12.3(b)(i) | 16.3(a) | Allowances – Travelling, transport and fares reimbursement Words ‘who on any day, or from day to day’ omitted from ED. Removal of these words is a substantive change | Para 40 Para 26 | | A |
| | ABI & NSWBC | Sub 05/03/15 | | | SDA’s submission is correct and should be accepted. | Para 55 | | |
| | AWU | Sub - 28/01/15 Sub - 18/02/15 | | | Draft clause excludes some words. Current wording should be retained as they clarify when the allowance is payable Position re-iterated on 18/02/15 | Paras 5-6 Para 9 | | |
| | Ai Group | Sub - 28/01/15 | | | Current wording should be retained - ‘Starting work’ is distinguished from ‘presenting for work’, which may require an employee to be present at a particular site at a specific time where they may be required to await direction to start work | Para 192 Para 171 | | |
| | Ai Group | Sub - 04/03/15 | | | - ‘Travelling to and from work’ is broader | Para 530 | | |

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| | | Reply sub-28/08/15 | | | than the current clause wording ‘in reaching and returning from such job’ which refers to a job away from the employees usual workshop or depot. This makes the clause less clear - clause should use consistent term ‘workshop or depot’ (rather than ‘their usual workplace’) to ensure the reference is to the employee’s accustomed workshop or depot. | | | |
| | AWU | Sub-15/07/15 | | | Clause is missing the words ‘on any day, or from day to day’ – words should be retained as it clarifies when the allowance is payable. | Para 11-12 | | |
| | SDA | Sub-15/07/15 | | | Parties have agreed to retain the current wording of current award. | Row 20 | | |
| | ABI & NSWBC | Reply sub-21/08/15 | | | Does not consider the words “on any day, or from day to day” necessary and should not be retained. | | | |
| | BusSA | Reply sub-21/08/15 | | | Considers these words unnecessary and should not be retained. | Para 36 | | |
| 39. | ABI & NSWBC | Sub - 02/02/15 | 12.3(d) | 16.5 | Allowances - protective clothing and uniform Current drafting may give rise to an ambiguous general obligation to ‘provide overalls’. Submit clause should be redrafted as follows: ‘The employer will provide overalls to, or reimburse the cost of purchasing overalls for: (i) Any person employed in a paint | Para 39 | | A |

| ITEM | PARTY | DOCUMENT | CLAUSE (exposure draft) | CLAUSE (current award) | SUMMARY OF ISSUE | Reference | NOTES | STATUS |
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| | | | | | manufacturer's store; or (ii) Any employee whose work normally involves the lifting or carrying of crates or similar containers which are likely to damage clothing.' | | | |
| | Ai Group | Sub - 04/03/15 | | | Submission of ABI is supported. | Para 172 | | |
| | SDA | Sub - 18/02/15 | | | SDA does not oppose ABI & NSWBC's suggested wording. | Para 50 | | |
| | AWU | Sub - 28/01/15 | | | AWU do not oppose ABI & NSWBC's submission. | Para 44 | | |
| | SDA | Sub-15/07/15 | | | Parties have agreed to support ABI&NSWBC's submission. | Row 21 | | |
| 40. | ABI & NSWBC | Sub - 02/02/15 | 12.3(e)(i) | 16.6(a) | Allowances — Damages personal effects Words 'the employee's' should follow 'each set of', and the word 'if they' should be replaced by 'which'. The clause would read: 'An employer will reimburse an employee... for the replacement or repair of each set of the employee's dentures and/or prescription spectacles which are damaged or destroyed in the course of the employee's ordinary duties.' | Para 40 | | W |
| | Ai Group | Sub - 04/03/15 | | | Proposed amendments of ABI are not opposed. | Para 173 | | |
| | SDA | Sub - 18/02/15 | | | SDA submits wording does not require variation. ABI & NSWBC's proposal unnecessary. | Para 51 | | |

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| | AWU | Sub - 28/01/15 | | | Change proposed by ABI & NSWBC unnecessary as the provision of the clause is not ambiguous | Para 45 | | |
| | BusSA | Sub - 15/07/15 | | | Does not oppose the proposed amendment. | Page 6 | | |
| 41. | Ai Group | Sub - 28/01/15 | 12.3(e)(iii) | 16.6(c) | Allowances – Damages personal effects Second bullet point does not include reference to reimbursement from the employer. Clause should be amended to reflect current clause. | Para 193 | | O |
| | SDA | Sub - 18/02/15 | | | SDA seek clarification from Ai Group regarding the proposed variation. | Para 27 | | |
| 42. | AWU | Sub - 28/01/15 | 13 | 19 | Higher duties Higher duties clause applies to all employees. Proposed that ‘weekly employee’ be replaced by ‘an employee’ | Para 7 | | O |
| | ABI & NSWBC | Sub 05/03/15 | | | AWU’s interpretation is incorrect. | Para 51 | | |
| | BusSA | Sub - 04/03/15 | | | AWU’s submission is rejected. | Page 7 | | |
| | Ai Group | Sub - 28/01/15 | | | Don’t object to references to ‘weekly employee’ being replaced with ‘full-time or part-time employee’ | Para 194 | | |
| | Ai Group | Sub - 04/03/15 | | | | Paras 174-175 | | |
| | Ai Group | Reply sub-28/08/15 | | | | Para 531 | | |
| | AWU | Sub - 18/02/15 | | | Opposes Ai Groups submission and re-iterate position that higher duties payable to all employees. Inherently unjust for casual employees not to receive higher duties. | Paras 10 - 11 | | |

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| | BusSA | Sub - 28/01/15 | | | Supports changing the wording from 'weekly' employee to 'full-time or part-time employee' for consistency with other awards | B.12 | | |
| | SDA | Sub - 18/02/15 | | | Understand that 'weekly employee' and 'full-time or part-time employee' have the same meaning. However, submit casual employees temporarily acting above their classification should be paid at higher rate. | Paras 12, 28, 52 & 37 | | |
| | AWU | Sub - 28/01/15 | | | Opposes BusSA's submission and re-iterate position that higher duties payable to all employees. Inherently unjust for casual employees not to receive higher duties. | | | |
| | AFEI | Sub - 28/01/15 | | | ED could be amended to refer to 'full-time and part-time employee'. This would not change the operation and is more consistent with language of the award | Para 36 | | |
| | BusSA | Sub - 04/03/15 | | | AFEI's submission is supported. | Page 7 | | |
| | NUW | Sub - 16/02/15 | | | NUW opposes AFEI's proposed amendment at para 37 | Para 10 | | |
| | AWU | Sub - 28/01/15 | | | Opposes AFEI's submission and re-iterate position that higher duties payable to all employees. Inherently unjust for casual employees not to receive higher duties. | Para 33 | | |
| | ABI & NSWBC | Sub - 02/02/15 | | | Clause should refer to 'full-time or part-time employee' rather than 'weekly employee' | Para 41 | | |
| | AWU | Sub - 28/01/15 | | | Opposes ABI & NSWBC's submission and re-iterate position that higher duties payable to all employees. Inherently unjust for | Para 46 | | |

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| | | | | | casual employees not to receive higher duties. | | | |
| | AWU | Sub-15/07/15 | | | Reference to “weekly employees” should simply be “an employee” so part-time and casual employees are not excluded from the operation of the higher duties clause. | Para 13-14 | | |
| | BusSA | Sub-15/07/15 | | | Opposes variation on the basis that it extends the provisions of the current Award. | Page 7 | | |
| 43. | SDA | Sub - 28/01/15 Sub - 18/02/15 | 15.1 | 25 | Shiftwork - rates incorrect Submits penalties are incorrect: - Afternoon shift rates 112.5% and 137.5% should be replaced with 115% and 140% respectively - Night shift rates 112.5% and 137.5% should be replaced with 130% and 155% respectively | Para 51 Para 7 & 29 | | |
| | BusSA | Sub - 28/01/15 | | | Rates appear to be incorrect - Afternoon shift penalty should be 115%, not 112.5% and casual employee penalty should be 140%, not 137.5% Night shift penalty should be 130% and 155% for casu | B.7 | | A |
| | Ai Group | Sub - 28/01/15 Sub - 04/03/15 | | | - Afternoon shift rates 112.5% and 137.5% should be replaced with 115% and 140% respectively - Night shift rates 112.5% and 137.5% should be replaced with 130% and 155% respectively | Para 195 Para 176 | | |

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| | ABI & NSWBC | Sub 05/03/15 | | | Ai Group's and SDA's submissions regarding shift rates should be adopted. | 52 | | |
| | AWU | Sub - 18/02/15 | | | Agree that a number of errors made with rates expressed for afternoon and night shifts. | Paras 12 - 13 | | |
| 43A | Ai Group | Sub - 28/01/15 | 15.1 | 25 | - Submit 'and penalties' should be deleted from heading as current award characterises the higher rate payable as an allowance. Characterisation may have implications for workers compensation and long service leave calculations under state legislation - 112.5% is not the penalty 'payable' to the employee - it is the relevant rate of pay to which the employee is entitled | Para 195 | | O |
| | ABI & NSWBC | Sub 05/03/15 | | | Word 'penalties' should be deleted from clause 15.1. | Para 52 | | |
| | AWU | Sub - 18/02/15 | | | In response to Ai Group submission, note that clause contains 'penalty' in title as it contains provisions regarding payment on Saturday, Sunday and public holidays, which are all penalty based payments. | Paras 12 - 13 | | |
| 44. | ABI & NSWBC | Sub - 02/02/15 | 15.1 | 25.1 | Shiftwork "Saturday - in accordance with 15.4(e)(i)" should be varied to read "Saturday - in accordance with 15.4(d)(ii) and 15.4(e)(i)". This is necessary to clarify that the rate identified in clause 15.4(e)(i) arises through the operation of 15.4(d)(ii) | Paras 42 - 43 | | A |

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| | | | | | <p>“Sunday - 15.4(e)(ii)” should be varied to read: “Sunday - in accordance with 15.4(d)(ii) and 15.4(e)(ii)”.</p> <p>This is necessary to clarify that the rate identified in clause 15.4(e)(ii) arises through the operation of 15.4(d)(ii).</p> | | | |
| | SDA | Sub-15/07/15 | | | Parties have agreed to support ABI&NSWBC submission. | Row 22 | | |
| 45. | Ai Group | Sub - 04/03/15 | 15.1 | 25.1 | Shiftwork Amendments proposed by ABI are not opposed. | Para 177 | | A (linked to item 44) |
| | SDA | Sub - 18/02/15 | | | SDA does not oppose ABI & NSWBC’s submissions in relation to Saturday and Sunday penalties | Para 53 - 54 | | |
| 46. | FWO | Sub - 25/11/14 | 15.1 | 25.1(d) | Shiftwork Confusion around altering the spread of hours on afternoon shift | Item 37 | | O |
| 47. | AFEI | Sub - 28/01/15 | 15.2 | 25.2 | Shiftwork Span can be extended by one hour at each end of the daily span | Para 38 | Issue may have been dealt with by [2015] FWCFB 7236 at [159] | O |
| | SDA | Sub - 18/02/15 | | | SDA opposes AFEI’s position | Paras 64 & 11 | | |
| | AWU | Sub - 28/01/15 | | | Opposes AFEI’s submission and refer to paragraph 8 AWU submission of 28/01/15 | Clause 34 | | |
| | Ai Group | Sub - 28/01/15 | | | Words do not suggest that the other end of the spread must be shifted to maintain a span of 10.5 hours. Clause permits expansion of span by one hour and one or | Para 196 | | |
| | Ai Group | Sub - 04/03/15 | | | | Para 178 | | |

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| | Ai Group | Reply sub-28/08/15 | | | both ends provided no employee works a longer ordinary shift than the maximum permitted under the award | Para 532 | | |
| | SDA | Sub - 18/02/15 | | | Opposes Ai Group position | Paras 30 & 11 | | |
| | AWU | Sub - 18/02/15 | | | Strongly oppose Ai Group submission and refer to paragraph 8 AWU submission of 28/01/15 | Para 14 | | |
| | ABI & NSWBC | Sub - 02/02/15 | | | Span can be extended by one hour at each end of span (as per submission regarding clause 8.2) | Para 44 | | |
| | SDA | Sub - 18/02/15 | | | Opposes ABI & NSWBC's submissions | Paras 11 & 55 | | |
| | BusSA | Sub - 04/03/15 | | | Supportive of the view that the span of hours can be extended by one hour at the end of the daily span. | Page 8 | | |
| | AWU | Sub-15/07/15 | | | The word "either" permits the expansion of the spread of hours at one or the other end, and not both. | Para 15 | | |
| | BusSA | Sub-15/07/15 | | | Supports the view of the Ai Group and AFEL. | Page 7 | | |
| 48. | SDA | Sub - 28/01/15 | 16.1 | 24.1 | Overtime and penalty rates – part-time employees Words in 16.1(c) 'part time employees will be paid overtime in accordance with 6.3(f)' is misleading as they are paid overtime in accordance with clauses 16.1(a) & (b) Submit 16.1(c) should be replaced with: 'In addition to 16.1(a) and (b) part time | Paras 49-50 | | W |

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| | | | | | employees will be entitled to overtime in accordance with clause 6.3(f)' | | | |
| | BusSA | <u>Sub - 04/03/15</u> | | | Proposed amendment of SDA to clause 16.1(c). is opposed. | Page 8 | | |
| | Ai Group | <u>Sub - 04/03/15</u> | | | The amendment proposed by the SDA is unnecessary, and the words "in addition" would be confusing. | Paras 182-183 | | |
| | AWU | <u>Sub - 15/07/15</u> | | | The words "in addition to the rostered hours on any shift" should be amended into clause. | Para 16 | | |
| | SDA | <u>Sub - 15/07/15</u> | | | SDA has withdrawn this amendment as it accepts the submissions of BusSA and Ai Group. | Row 23 | | |
| 49. | AWU | <u>Sub - 28/01/15</u> | 16.1(b) | 24.1 | Overtime and penalty rates - typographical error Words 'will be paid' have been repeated in the first line and should be deleted | Para 11 | | |
| | ABI & NSWBC | <u>Sub 05/03/15</u> | | | AWU's submission is correct and should be adopted. | Para 54 | | |
| | Ai Group | <u>Sub - 04/03/15</u> | | | Ai Group supports AWU's submission regarding the typographical error. | Para 181 | | A |
| | BusSA | <u>Sub - 04/03/15</u> | | | AWU's submission regarding typographical error is supported. | Page 8 | | |
| | SDA | <u>Sub-15/07/15</u> | | | Parties have agreed that the words "will be paid" have been repeated in the first line and should be deleted. | Row 24 | | |
| 50. | AWU | <u>Sub - 28/01/15</u> | 16.1(a) and 16.2(a) | 24.1 and 24.2(a) | Overtime and penalty rates - calculation of overtime 16.2(a) states 'each day <u>or</u> shift' will stand alone. This is in conflict with 16.1(a) that | Para 10 | | O |

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| | | | | | states any time in excess of hours outside the ordinary hours of work. Suggested following wording of 16.1(a): 'Overtime is payable for all time worked by an employee in addition to the rostered hours on any shift, or in excess of or outside the ordinary hours of work prescribed by this Award' | | | |
| | BusSA | Sub - 04/03/15 Sub-15/07/15 Reply sub-21/08/15 | | | The AWU's proposed amendment is opposed. | Page 8 Page 7 Para 35 | | |
| | Ai Group | Sub - 04/03/15 Reply sub-28/08/15 | | | The AWU's proposed amendment is opposed. | Paras 179-180 Para 533 | | |
| | ABI & NSWBC | Sub 05/03/15 | | | AWU submission appears to conflates the separate concepts of 'ordinary hours' and 'rostered hours'. | Para 53 | | |
| 51. | NUW | Sub - 28/01/15 | 16.4(b) | 24.4(b) | Overtime and penalty rates - Rest period after overtime Opposes proposed exclusion of casual employees in clause 16.4(b). No cogent reason to exclude casual employees from provision | Para 7 | | A |
| | Ai Group | Sub - 04/03/15 | | | Submission of NUW is not opposed. | Para 184 | | |
| | SDA | Sub-15/07/15 | | | Parties have agreed with NUW's submission, meaning casuals not to be excluded from 16.4(b)) | Row 25 | | |

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| 52. | Ai Group | Sub - 28/01/15 | 16.4(b) | 24.4(b) & (c) | Overtime and penalty rates - Rest period after overtime ED proposes significant change and current wording should be retained - The words ‘where an employee works so much overtime’ should be reinserted into clause 16.4(b) to clarify clause only applies where overtime worked - Current clause applies to the next rostered ‘ordinary work’ while the ED refers to ‘resuming work’. Retain current wording - Words of current 16.4(b)(i) should be retained to ensure entitlement confined to loss of pay for ‘ordinary working time’ during the absence - Words of current 16.6(b)(ii) should be retained as they make clear that the provision applies when an employee resumes work or continues to work. ED’s generic reference to ‘work’ is less clear - Current clause requires payment at a higher rate ‘until released from duty’ while ED proposes requires payment at higher rate ‘until employer has received a break of at least 10 hours’. Amendment is substantial change and could lead to increased costs | Paras 197 - 198 | | O |
| | SDA | Sub - 18/02/15 | | | SDA notes the various matters raised by the Ai Group. | Para 31 | | |

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|------|----------|--|-------------------------------|------------------------------|---|----------------------|-------|----------|
| 53. | Ai Group | Sub - 04/03/15 | 16.4(b) | 24.4(b) | Overtime and penalty rates - Rest period after overtime Clause 16.4(b)(ii) should be amended to refer to the minimum hourly rate. | Para 185 | | R |
| 54. | BusSA | Sub - 28/01/15 Sub-15/07/15 | 16.5 | 24.5 | Overtime and penalty rates - weekend and public holiday rates Minimum hourly rate is the ordinary rate of pay. Recommended including a definition of 'ordinary rates' as the minimum hourly rate in Schedule G-Definitions. Recommends this clause, and those similar, be reworded as follows: '(a)(i) All time worked on a Saturday must be paid for at 150% of the ordinary rate of pay' | E.6 Page 7 | | R |
| | Ai Group | Sub - 04/03/15 | | | Overtime and penalty rates - weekend and public holiday rates Ai Group prefers the use of "minimum hourly rate". | Para 186 | | |
| | SDA | Sub - 18/02/15 | | | SDA supports use of 'ordinary hourly rate throughout award | Para 6 | | |
| 54A. | Ai Group | Sub - 04/03/15 | 16.5(b)(ii) | 24.5(b)(ii) | Clause 16.5(b)(ii) should be amended to read "...where <i>such</i> overtime is worked". | Para 187 - 188 | | O |
| 55. | AWU | Sub - 28/01/15 | 16.6(a) | 24.6(a) | Overtime and penalty rates - call-back The 'appropriate rate' must reflect the overtime rate, and should be paid at 150% of ordinary hourly rate for first 2 hours and 200% thereafter | Para 12 | | O |
| | Ai Group | Sub - 28/01/15 Sub - 04/03/15 | | | The appropriate rate is the rate payable based on the employee's classification to be | Para 199 Para 189 | | |

| ITEM | PARTY | DOCUMENT | CLAUSE (exposure draft) | CLAUSE (current award) | SUMMARY OF ISSUE | Reference | NOTES | STATUS |
|------|-------------|------------------------------------|-------------------------------|------------------------------|--|---------------|-------|--------|
| | | Reply sub-28/08/15 | | | determined in accordance with when the work is performed | Para 534 | | |
| | SDA | Sub - 18/02/15 | | | Payment is at overtime rates. It is not logical to expect an employee to return to work after completion of a shift without additional compensation. | Para 32 & 56 | | |
| | | Sub-15/07/15 | | | | Para 17-21 | | |
| | AWU | Sub - 18/02/15 | | | Reject Ai Groups submission and reiterate para 12 of AWU submission of 28/01/15. In Road Transport and Distribution Award submission Ai Group concedes that call-back constitutes overtime payments. Referred to clauses 6.3(c) & (f) which specify that overtime is paid for all time worked in excess of hours mutually arranged. Call-back will be overtime because hour worked will be beyond those mutually agreed. | Paras 15 - 17 | | |
| | ABI & NSWBC | Sub - 02/02/15 | | | The 'appropriate rate' will depend on whether the hours are worked in excess or outside the span of ordinary hours. Submit current drafting of clause should be retained | Para 45 | | |
| | AWU | Sub - 28/01/15 | | | AWU reject submission of ABI & NSWBC and reiterate para 12 of AWU submission of 28/01/15. In Road Transport and Distribution Award submission Ai Group concedes that call-back constitutes overtime payments. Referred to clauses 6.3(c) & (f) which specify that overtime is paid for all time | Para 47 | | |

| ITEM | PARTY | DOCUMENT | CLAUSE (exposure draft) | CLAUSE (current award) | SUMMARY OF ISSUE | Reference | NOTES | STATUS |
|------|----------|--------------------------------|-------------------------------|------------------------------|--|----------------|-------|----------|
| | | | | | worked in excess of hours mutually arranged. Call-back will be overtime because hour worked will be beyond those mutually agreed. | | | |
| | BusSA | Sub - 04/03/15 | | | The “appropriate rate” must reflect the overtime rate, hence it should be paid at the rate of 150% of the ordinary hourly rate for the first two hours and 200% of the ordinary hourly rate thereafter. | Page 8 | | |
| | AWU | Sub-15/07/15 | | | The “appropriate rate” means the overtime rate. If employee is called back after ordinary hours, it should be paid at overtime rates. | Para 18 | | |
| 56. | Ai Group | Sub - 28/01/15 | 17.2(a) | 26.2 | Annual leave - additional leave for certain shiftworkers Reference in 17.2(a) to 17.1 should be amended to read s.87(1)(b) of the Act as per current award, and in accordance with full bench decision | Para 200 - 201 | | A |
| | SDA | Sub - 18/02/15 | | | SDA does not oppose Ai Group’s submission | Para 33 | | |
| | AWU | Sub - 18/02/15 | | | Do not oppose Ai Group position. | Para 18 | | |
| | SDA | Sub-15/07/15 | | | Parties submit that issue has been dealt with by [2014] FWC FB 9412 | Row 26 | | |
| 57. | FWO | Sub - 25/11/14 | 17.3 | 26.2 | Annual leave - loading Confusion around applicable loading payable to employee on annual leave | Item 38 | | O |
| 58. | BusSA | Sub - 28/01/15 | 17.4(a) | 26.5 | Annual leave - annual close down Objects to the change in wording | B.8 | | A |

| ITEM | PARTY | DOCUMENT | CLAUSE (exposure draft) | CLAUSE (current award) | SUMMARY OF ISSUE | Reference | NOTES | STATUS |
|------|----------|--|-------------------------------|------------------------------|---|----------------------|-------|----------|
| | SDA | Sub - 18/02/15 | | | SDA supports Busines SA and objects to the change in wording | Para 8 | | |
| | Ai Group | Sub - 28/01/15 | | | Requirement to give 'one month's' notice rather than 'such notice' as per current award imposes greater obligation on employers | Para 202 | | |
| | | Sub - 04/03/15 | | | | Para 190 | | |
| | SDA | Sub - 18/02/15 | | | Employer should give employee one month's notice before annual close down. SDA submits current clause be retained. | Para 34 | | |
| | AWU | Sub - 18/02/15 | | | Ai Group submission overlooks the current position that allows for a one month notice period. AWU not opposed to retaining current wording of clause if words omitted by Ai Group retained. | Para 19 | | |
| | FWO | Sub - 25/11/14 | | | Unclear what 'qualifying period of employment' refers to | Item 38 | | |
| | SDA | Sub-15/07/15 | | | Parties have agreed to retain current clause wording of current award - clause 17.4 of ED should be replaced with clause 26.5 of the current award. | Row 27 | | |
| 59. | BusSA | Sub - 28/01/15 | 17.4(b) | | Annual leave - annual close down Reference in 17.4(b) should be amended from 15.4(a) to 17.4(a) | B.9 | | A |
| | SDA | Sub - 18/02/15 | | | SDA agrees with BusSA that clause reference should be amended | Para 9 | | |
| | AWU | Sub - 28/01/15 | | | In respect of BusSA's submission AWU are not opposed to retaining current clause | Para 36 | | |
| | Ai Group | Sub - 28/01/15 Sub - 04/03/15 | | | Reference in 17.4(b) should be amended form 15.4(a) to 17.4(a) | Para 203 Para 191 | | |

| ITEM | PARTY | DOCUMENT | CLAUSE (exposure draft) | CLAUSE (current award) | SUMMARY OF ISSUE | Reference | NOTES | STATUS |
|------|-------------|--|-------------------------------|------------------------------|---|------------------------|-------|------------------------------|
| | SDA | Sub - 18/02/15 | | | SDA agrees with Ai Group. Reference should be amended. | Para 35 | | |
| | AWU | Sub - 18/02/15 | | | AWU not opposed to maintaining wording of current clause. | Para 20 | | |
| 60. | Ai Group | Sub - 28/01/15 | 17.4(b) | 26.5(c) | Annual leave - annual close down Clause 17.4(b) requires an employer to give notice to a new employee ‘on the date they are offered employment’ rather than ‘date of employee’s engagement’, which will not be before the date on which the employee accepts the employer’s offer of employment Retain current wording | Para 204 | | A (linked to item 58) |
| 61. | SDA | Sub - 28/01/15 Sub - 18/02/15 | 17.4(c)(iii) | 26.5(c) | Annual leave Wording ‘the next 12 monthly qualifying period of employment...’ may be inconsistent with s.87(2) of Act Annual leave accrues progressively and there is no minimum qualifying period of service before an employee accrues a period of annual leave accessible by that employee | Para 52 Para 57 | | O |
| | Ai Group | Sub - 04/03/15 | | | Ai Group does not agree with the proposal of the SDA to delete clause 17.4(c)(iii). | Para 192 | | |
| | ABI & NSWBC | Sub - 02/02/15 | | | It is unclear what the ‘qualifying period of employment’ refers to. Clause may cause confusion and should be deleted. | Para 46 | | |
| | SDA | Sub-15/07/15 | | | Clause unclear in its reference to a “12 month qualifying period” and appears to be no reference elsewhere in the award. No | Para 22-24 | | |
| | | | | | | | | |

| ITEM | PARTY | DOCUMENT | CLAUSE (exposure draft) | CLAUSE (current award) | SUMMARY OF ISSUE | Reference | NOTES | STATUS |
|------|-------|--------------------------------|----------------------------------|------------------------------|--|-------------|---|----------|
| | | | | | reference is confusing and potentially misleading. | | | |
| 62. | SDA | Sub - 28/01/15 | NES summaries and payslips | | NES summaries and payslips Opposes inclusion of NES summaries and referred to full bench decision [2014] FWCFB 9412 which suggested an annotated version of awards. Suggests cautious and consultative approach to preparing annotated awards. Summaries may be seen as a substitute for the NES. Supports inclusion of payslip provision in annotated version. Provision of payslips is essential to encourage compliance with award. | Paras 29-33 | Issue may have been dealt with by [2014] FWCFB 9412 | R |
| | SDA | Sub-15/07/15 | | | | Row 28 | | |
| 63. | SDA | Sub - 28/01/15 | 18 | 27 | Personal/carers' leave etc Refers to general comment above (NES summaries and payslips) Provision 18.3 states: 'Personal/carer's leave and compassionate leave are not paid on termination of employment' Individual employers and employees may make arrangements whereby employees are paid some of these entitlements on termination. | Paras 53-54 | | R |

| ITEM | PARTY | DOCUMENT | CLAUSE (exposure draft) | CLAUSE (current award) | SUMMARY OF ISSUE | Reference | NOTES | STATUS |
|------|----------|--------------------------------|-------------------------------|------------------------------|---|-----------|---|--------------------------------|
| | BusSA | Sub - 04/03/15 | | | Provision allowing the cashing out of personal/compassionate leave is not supported. | Page 7 | | |
| 64. | Ai Group | Sub - 04/03/15 | 18.3 | 27 | Personal/carers' leave etc The submission of the SDA is noted. Ai Group may seek to make submissions at a later point. | Para 193 | Issue may have been dealt with by [2014] FWCFB 9412 | R |
| 65. | SDA | Sub - 28/01/15 | 20 | 29 | Public holidays The words of current award: 'these provisions are in addition to those provided for in the NES', do not appear in the ED. Distinction should be made in the ED so users do not think the public holiday provision in the new award are merely a summary of the NES entitlements | | Issue may have been dealt with by [2014] FWCFB 9412 | R |
| | SDA | Sub-15/07/15 | | | Parties submit that this issue has been dealt with by [2014] FWCFB 9412 | Row 29 | | |
| 66. | SDA | Sub-15/07/15 | 20.1 | 29.1 | Public holidays Ai Group does not oppose retaining the current clause. | Para 194 | | R (linked with item 65) |
| 67. | Ai Group | Sub - 28/01/15 | 20.4(a) | 29.3(a) | Public holidays - RDO falling on PH Typographical error should be amended as follows: 'The alternate day is to be determined...' | Para 205 | | A |
| | SDA | Sub - 18/02/15 | | | Agrees with Ai Group - typographical error should be amended. | Para 37 | | |

| ITEM | PARTY | DOCUMENT | CLAUSE (exposure draft) | CLAUSE (current award) | SUMMARY OF ISSUE | Reference | NOTES | STATUS |
|------|----------|--------------------------------|-------------------------------|------------------------------|--|---------------|--|----------|
| | SDA | Sub-15/07/15 | | | Parties have agreed to amend clause to say “the alternate day off is to be determined”. | Row 30 | | |
| 68. | SDA | Sub - 28/01/15 | 21 | 28 | Community service leave Refers to general comment above (NES summaries and payslips) Submits the words ‘after 10 days, leave is unpaid’ have potential to be misinterpreted Individual employers may chose not to limit payment for jury service to 10 days, such as in enterprise agreements where all time may be paid | Paras 55 - 56 | Issue may have been dealt with by [2014] FWCFCB 9412 | R |
| | Ai Group | Sub - 04/03/15 | | | The submission of the SDA is noted. Ai Group may seek to make submissions at a later point. | Para 195 | | |
| | SDA | Sub-15/07/15 | | | Parties submit that this issue has been dealt with by [2014] FWCFCB 9412 | Row 31 | | |
| 69. | SDA | Sub - 28/01/15 | 23.2 | 13.4 | Redundancy Unnecessary to repeat the definition of ‘small business employer’ in the redundancy clause as it is defined in definitions schedule | Paras 34-35 | Issue may have been dealt with by [2014] FWCFCB 9412 | R |
| | Ai Group | Sub - 04/03/15 | | | Following the Full Bench decision of 23 December 2014, Ai Group anticipates that the definition of ‘small business employer’ will be deleted. | Paras 196-197 | | |
| | BusSA | Sub - 04/03/15 | | | Removal of definition of ‘small business employer’ is not opposed. | | | |
| | SDA | Sub-15/07/15 | | | Parties submit that this issue has been dealt with by [2014] FWCFCB 9412. | Row 32 | | |

| ITEM | PARTY | DOCUMENT | CLAUSE (exposure draft) | CLAUSE (current award) | SUMMARY OF ISSUE | Reference | NOTES | STATUS |
|------|-------------|--|-------------------------------|------------------------------|---|------------|-------|----------|
| 70. | ABI & NSWBC | Sub - 02/02/15 | 25.6 | 10.6 | Dispute resolution In light of legislation now operating in the majority of Australian jurisdictions, the reference to 'occupational health and safety legislation' should be updated to 'work health and safety legislation' to facilitate ease of reference and to ensure clarity | Para 47 | | O |
| | Ai Group | Sub - 04/03/15 | | | The amendment proposed by ABI is to a model clause. Consideration should be given as to whether such a change will give rise to a substantive change. | Para 198 | | |
| | AWU | Sub - 28/01/15 | | | AWU agrees with ABI & NSWBC. | Para 48 | | |
| | SDA | Sub - 18/02/15 | | | SDA does not oppose ABI & NSWBC's position. | Para 58 | | |
| 71. | Ai Group | Sub - 25/11/15 Sub - 28/01/15 | A.8 | B.8 | Wholesale employee level 4 classification should be re-worded to clarify the employees who are and are not covered by this classification | Para 213 | | S |
| | AWU | Sub - 18/02/15 | | | AWU regards Ai Group's proposal a substantive change and reserves its position in relation to variation sought | Para 27-28 | | |
| | | Reply sub-21/08/15 | | | AWU opposes substantive variation sought by the Ai Group. | Para 52-62 | | |
| | SDA | Sub-21/08/15 | | | Opposes variation as it attempts to remove a particular group of employees from the coverage of this award. | Para 16-17 | | |

| ITEM | PARTY | DOCUMENT | CLAUSE (exposure draft) | CLAUSE (current award) | SUMMARY OF ISSUE | Reference | NOTES | STATUS |
|------|-------------|------------------------------------|-------------------------------|------------------------------|--|-----------------|-------|--------|
| | NUW | Sub-21/08/15 | | | Opposes variation sought as it seeks to exclude employees who currently fall within coverage. | Para 13 | | |
| | ABI & NSWBC | Reply sub-21/08/15 | | | Supports Ai Group's proposal. | Para 3.21-3.23 | | |
| | BusSA | Reply sub-21/08/15 | | | Supports Ai Group's proposal. | Para 34 | | |
| 72. | Ai Group | Sub - 28/01/15 | B.1.2 | | Summary of hourly rates of pay - FT and PT employees Consistent with our submission above in relation to clause 15.1, 'penalty rates' should be deleted from the heading to B.1.2 | Para 206 | | O |
| | SDA | Sub - 18/02/15 | | | SDA disagrees with Ai Group - reference to penalty rates should be retained. | Para 38 | | |
| | AWU | Sub - 18/02/15 | | | In response to Ai Group's submissions, 'penalty' has been included in title because table has Sat, Sun and PH rates. | Paras 22 - 22 | | |
| 72A. | Ai Group | Sub - 28/01/15 | | | Rate for night shift should be amended to read '130%' - rates themselves correct | Para 207 | | A |
| | SDA | Sub - 18/02/15 | | | SDA agrees with Ai Group that night shift rate should be 130%. | Para 39 | | |
| | AWU | Sub - 18/02/15 | | | Support para 207 of Ai Group's submission that night shift rate should be 130%. | | | |
| 73. | Ai Group | Sub - 28/01/15 | B.1.3 | | Summary of hourly rates of pay - Saturday and Sunday rates Rates should be calculated in accordance with 16.5(a)(i) & 16.5(b)(i) - the rates there prescribed relate to all time worked as is evident from the reference to overtime | Paras 208 - 209 | | O |

| ITEM | PARTY | DOCUMENT | CLAUSE (exposure draft) | CLAUSE (current award) | SUMMARY OF ISSUE | Reference | NOTES | STATUS |
|------|-------------|--------------------------------|-------------------------------|------------------------------|--|---------------|-------|------------------------------|
| | | | | | On this basis, rates in B.1.3 should be amended to Saturday: 150% of MHR, not 150% for first 2 hours then 200%. | | | |
| | NUW | Sub - 16/02/15 | | | NUW opposes Ai Groups position | Para 8 | | |
| | SDA | Sub - 18/02/15 | | | SDA opposes Ai Group's position. 16.1(b) of ED and 24.1 of current award both provide for time and a half for first 2 hours and doubletime thereafter. Rates do not need to be amended | Para 40 | | |
| | AWU | Sub - 18/02/15 | | | Strongly oppose Ai Group submission that rates should be amended. The current award and ED clearly allow for overtime rates on Sat to be paid at 150% for first 2 hours and 200% thereafter. | Paras 23 - 25 | | |
| 74. | NUW | Sub - 16/02/15 | B.1.3 | | Summary of hourly rates of pay - Saturday and Sunday rates NUW supports AWU's position | Para 8 | | O (linked to item 73) |
| 75. | ABI & NSWBC | Sub - 02/02/15 | Schedule B | | Summary of hourly rates of pay Seek inclusion of rounding rules in relation to amounts listed in the relevant tables. Also, the 150%, 200% and 250% hourly rates appear to be calculated on the 100% hourly rate rounded to 2 decimal places as opposed to a calculation using an 'unrounded' 1/38th of the weekly rate figure. We submit that this may give rise to slight discrepancies in payment rates | Para 48 | | O |
| 76. | Ai Group | Sub - 04/03/15 | Schedule B | | Summary of hourly rates of pay | Para 199 | | O (linked to item 75) |

| ITEM | PARTY | DOCUMENT | CLAUSE (exposure draft) | CLAUSE (current award) | SUMMARY OF ISSUE | Reference | NOTES | STATUS |
|------|----------|--------------------------------|-------------------------------|------------------------------|---|-----------|-------|------------------------------|
| | | | | | The submissions made by ABI with respect to Schedule B gives rise to a general issue ventilated during earlier proceedings before the Commission. The publication of rounding rules is relevant to all Exposure Drafts. | | | |
| 77. | Ai Group | Sub - 28/01/15 | B.2.2 | | Summary of hourly rates of pay - casual shiftworkers Consistent with our submission above in relation to clause 15.1, 'penalty rates' should be deleted from the heading to B.2.2 | Para 210 | | O |
| | AWU | Sub - 18/02/15 | | | Summary of hourly rates of pay - night rate for casual shiftworker 'Penalty' has been included in title because clause contains provision for payment on Sat, Sun and PHs | Para 26 | | |
| 78. | SDA | Sub - 18/02/15 | | | Summary of hourly rates of pay - casual shiftworkers SDA agrees with the Ai Group's suggested amendment. Night shift rate should be 155% | Para 44 | | A (linked to item 79) |
| 79. | Ai Group | Sub - 28/01/15 | | | Rate for casual night shift should be amended to read '155%' - rates themselves correct | Para 211 | | A |
| | SDA | Sub-15/07/15 | | | Parties have agreed that the night shift rate should be 155%. | Row 33 | | |
| 80. | SDA | Sub - 28/01/15 | Schedule G | 3 | Definitions Definitions should remain at clause 3. Definitions determine how award provisions | Paras 3-7 | | O |

| ITEM | PARTY | DOCUMENT | CLAUSE (exposure draft) | CLAUSE (current award) | SUMMARY OF ISSUE | Reference | NOTES | STATUS |
|------------------------------|-------------|--|-------------------------------|------------------------------|--|-------------------------|-------|----------|
| | | | | | interpreted, having them at front is more logical and user friendly, users may miss them at the back. Also notes 'default fund employee' has been deleted from the ED | | | |
| 81. | Ai Group | Sub - 04/03/15 | Schedule G | 3 | Definitions Ai Group has not identified any difficulty arising from the SDA proposal | Paras 200-201 | | O |
| Substantive variation | | | | | | | | |
| 82. | Ai Group | Sub - 25/11/15 Sub - 28/01/15 | | | Annualised salary provision should be inserted to improve flexibility | Para 213 | | S |
| | AWU | Sub - 18/02/15 | | | AWU considers Ai Groups proposal to insert an annualised salary provision into award would be a substantive change. It opposes the inclusion of an annualised salary provision | Para 27-29 Para 8-31 | | |
| | AWU | Reply sub-21/08/15 | | | | | | |
| | SDA | Sub-21/08/15 | | | Strongly opposes the inclusion of annualised salary. Does not agree that an employer should have the ability to direct an employee to accept annualised salary arrangement. | Para 10-11 | | |
| | NUW | Sub-21/08/15 | | | Opposes variation as it is difficult to ascertain why the variation sought is necessary to achieve the modern awards objective. | Para 8-12 | | |
| | ABI & NSWBC | Reply sub-21/08/15 | | | Supports Ai Group's proposal. | Para 3.21-3.23 | | |
| | BusSA | Reply sub-21/08/15 | | | Supports Ai Group's proposal as it provides consistent wages for employees over a 12 month period. | Para 31 | | |

| ITEM | PARTY | DOCUMENT | CLAUSE (exposure draft) | CLAUSE (current award) | SUMMARY OF ISSUE | Reference | NOTES | STATUS |
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| 82A | Ai Group | Sub 25/11/15 Sub 28/01/15 | | | The time 5:30pm in clause 22.2(a) should be amended to 6:00pm. Clause 22.2(a) does not align with Clause 25 Shiftwork which provides for a definition of afternoon shift as a shift finishing after 6:00pm and at or before midnight. | Para 213 | | W |
| | NUW | Sub 16/02/15 | | | NUW opposes substantive changes proposed by Ai Group at para 213 of their statement. However, little detail about Ai Group's claim. | | | |

List of abbreviations (in alphabetical order)

| | |
|---------------|--|
| ABI & NSWBC | Australian Business Industrial and the NEW Business Chamber Ltd |
| AFEI | Australian Federation of Employers and Industries |
| Ai Group | Australian Industry Group |
| AWU | The Australian Workers' Union |
| BusSA | Business SA |
| Current Award | <i>Storage Services and Wholesale Award 2010</i> |
| ED | Exposure draft |
| FWO | Fair Work Ombudsman |
| NUW | National Union of Workers |
| SDA | Shop, Distributive and Allied Employees' Association |

REVISED EXPOSURE DRAFT

Storage Services and Wholesale Award 2014

This exposure draft has been prepared by staff of the Fair Work Commission based on the ***Storage Services and Wholesale Award 2010*** (the Storage Services Award) as at 8 December 2014. This exposure draft does not seek to amend any entitlements under the Storage Services Award but has been prepared to address some of the structural issues identified in modern awards.

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/214](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

This draft does not represent the concluded view of the Commission in this matter.

Note: there are a number of general drafting/technical issues common to multiple exposure drafts that are currently being considered by the Full Bench and a decision is pending. These issues include:

- Supersession clause (clause 1.2)
- Inclusion of NES summaries
- Inclusion of index of facilitative provisions
- Inclusion of payslips provision
- Relationship between award and NES (clause 2.1)
- Inclusion of examples that clarify the operation of provisions
- Inclusion of 'ordinary hourly rates' for awards with an all purpose allowance
- Inclusion of summary wages tables

No examples have been included in this exposure draft. Parties are asked to submit [examples](#) that clarify the operation of particular provisions.

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Part 1—Application and Operation

1. Title and commencement

- 1.1 This award is the *Storage Services and Wholesale Award 2014*.
- 1.2 This award supersedes the *Storage Services and Wholesale Award 2010* but this does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the superseded award.
- 1.3 Schedule G—Definitions sets out definitions that apply in this award.
- 1.4 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.

2. The National Employment Standards and this award

- 2.1 The [National Employment Standards](#) (NES) and ~~entitlements in~~ this award contain the minimum conditions of employment for employees covered by this award.
- 2.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.
- 2.3 The employer must ensure that copies of this award and the NES are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.

3. Coverage

- 3.1 This industry award covers employers throughout Australia in the storage services and wholesale industry and their employees in the classifications listed in clause 7—Classifications ~~to the exclusion of any other modern award~~.
- 3.2 ~~The storage services and wholesale industry means the receiving, handling, storing, freezing, refrigerating, bottling, packing, preparation for sale, sorting, loading, dispatch, delivery, or sale by wholesale, of produce, goods or merchandise as well as activities and processes connected, incidental or ancillary.~~
- 3.3 This award does not cover employees to the extent that the employer is covered by:
 - (a) another modern award that contains classifications relating to functions included within the definition of the storage services and wholesale industry with respect to any employee who is covered by that award; or
 - (b) the *Road Transport and Distribution Award 2014*.

- 3.4** This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 3.1 and 3.2 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.
- 3.5** This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out at clauses 3.1 and 3.2 and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described in clauses 3.1 and 3.2 are being performed. This subclause operates subject to the exclusions from coverage in this award.
- 3.6** This award does not cover:
- (a) employees excluded from award coverage by the ~~Act Fair Work Act 2009 (Cth) (the Act)~~;
 - (b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or
 - (c) employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees;

NOTE: Section [143\(7\)](#) of the Act describes classes of employees who are excluded from being covered by a modern award.

- 3.7** Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.

4. Award flexibility

- 4.1** Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of, are those concerning:
- (a) arrangements for when work is performed;
 - (b) overtime rates;

- (c) penalty rates;
- (d) allowances; and
- (e) leave loading.

4.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.

4.3 The agreement between the employer and the individual employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 4.1; and
- (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

4.4 The agreement between the employer and the individual employee must also:

- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- (b) state each term of this award that the employer and the individual employee have agreed to vary;
- (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
- (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
- (e) state the date the agreement commences to operate.

4.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

4.6 Except as provided in clause 4.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

4.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

4.8 The agreement may be terminated:

- (a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- (b) at any time, by written agreement between the employer and the individual employee.

NOTE: If any of the requirements of [s.144\(4\)](#), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see [s.145](#) of the Act).

4.9 The notice provisions in clause 4.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 4.8(a), subject to four weeks' notice of termination.

4.10 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

5. Facilitative provisions

5.1 Agreement to vary award provisions

- (a) This award contains facilitative provisions that allow agreement between an employer and employees on how specific award provisions are to apply at the workplace or enterprise level.
- (b) The specific award provisions establish both the standard award conditions and the framework within which agreement can be reached as to how the particular provisions should be applied in practice. ~~Facilitative provisions are not to be used as a device to avoid award obligations nor should they result in unfairness to an employee or employees covered by this award.~~

5.2 Facilitation by individual agreement

- (a) The following facilitative provisions can be utilised upon agreement between an employer and an employee:

- (i) ~~clause 12.3(b) — Travelling allowances;~~

~~Travelling allowance is included as a facilitative provision in clause 8.2(i) of the current award. Parties are asked to confirm if this operates as a facilitative provision.~~

- (ii) clause 8.1(d) — Hours of work — ordinary hours;
 - (iii) clause 8.1(e) — Hours of work — days of the week;
 - (iv) clause 8.2 — Hours of work — spread of hours;

- (v) clause 8.4(c)—Hours of work—normal rostered day off; ~~and~~
 - (vi) clause 15.3—Shiftwork—transfer to or from shiftwork; and
 - (vi) clause 20.4(a) - Rostered day off falling on a public holiday.
- (b) The agreement reached must be recorded in writing and kept as a time and wages record.

5.3 Facilitation by majority agreement

- (a) The following facilitative provisions can be utilised upon agreement between the employer and the majority of employees in the workplace or part of it. Once such an agreement has been reached, the particular form of flexibility agreed upon may be utilised by agreement between the employer and an individual employee without the need for the majority to be consulted:
- ~~(i) — clause 11—Payment of wages~~
 - (ii) clause 8.1(d)—Hours of work—ordinary hours;
 - (iii) clause 8.1(e)—Hours of work—days of week;
 - (iv) clause 8.2—Hours of work—spread of hours;
 - (v) clause 8.1(d)—Hours of work—maximum number of hours; ~~and~~
 - (vi) clause 15.2 – Shiftwork—span of hours;
 - (vi) clause 15.4(d) – Shiftwork—variation of hours;
 - (vii) clause 15.5 —Shift rosters; and
 - (vii) clause 20.4(a) – Substitution of public holidays.
- (b) The agreement reached must be recorded in writing and kept as a time and wages record.

Part 2—Types of Employment and Classifications

6. Types of employment

6.1 Employees under this award will be employed in one of the following categories:

- (a) full-time;
- (b) part-time; or
- (c) casual.

6.2 Full-time employment

A full-time employee is one engaged and paid by the week.

6.3 Part-time employment

- (a) An employer may employ part-time employees in any classification in this award.
- (b) A part-time employee:
 - (i) is engaged to work less than 38 ordinary hours per week;
 - (ii) has reasonably predictable hours of work; and
 - (iii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- (c) At the time of engagement the employer and the part-time employee will agree in writing, on a regular pattern of work, specifying at least:
 - (i) the hours worked each day;
 - (ii) which days of the week the employee will work; and
 - (iii) the actual starting and finishing times each day.
- (d) Any agreed variation to the regular pattern of work will be recorded in writing.
- (e) An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.
- (f) All time worked in excess of the hours as mutually arranged will be overtime and paid for at the rates prescribed in clause 16—Overtime and penalty rates.
- (g) A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the minimum hourly rate for the class of work performed.
- (h) Commencement of part-time work and return from part-time to full-time work will not break the continuity of service or employment.
- (i) An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 6.4.

6.4 Casual employment

- (a) A casual employee is an employee who is engaged and paid as a casual employee.
- (b) A casual employee will be guaranteed not less than four hours' engagement every start.

(c) **Casual loading**

(i) For each ~~ordinary~~ hour worked, a casual employee must be paid:

- the ordinary hourly rate; and
 - a loading of 25% of the ordinary hourly rate,
- for the classification in which they are employed.

~~(ii) The casual loading is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and other entitlements of full-time or part-time employment.~~

~~(iii) The following provisions of this award do not apply to casual employees:~~

~~Parties are asked to provide a list of provisions that do not apply to casual employees.~~

7. **Classifications**

The classifications under this award are set out in Schedule A—Classification Definitions.

Part 3—Hours of Work

8. **Hours of work**

8.1 **Ordinary hours of work—day workers**

- (a) ~~A full-time employee's~~ The ordinary hours will be 38 hours per week averaged over 4 weeks.
- (b) Ordinary hours are worked between 7.00 am and 5.30 pm, Monday to Friday.
- (c) The ordinary hours may be worked:
- on four or five days (Monday to Friday inclusive);
 - on shifts of not more than eight continuous hours (exclusive of meal breaks),
- at the employer's discretion.
- (d) An employee may work up to 10 ordinary hours in a day, by agreement between the employer and the majority of employees concerned or between the employee and the employer.
- (e) The days on which ordinary hours are worked may include Saturday and Sunday by agreement between the employer and the majority of employees concerned or between the employee and the employer.

- (f) The ordinary hours may be implemented over a period of four weeks by:
 - (i) employees working less than eight ordinary hours on one or more days a week; or
 - (ii) rostering employees off on days of the week during a particular work cycle so that each employee has one day off during that work cycle.

8.2 Spread of hours

The spread of hours may be altered by up to one hour at either end of the spread, by agreement between an employer and the majority of employees concerned or between the employee and the employer.

Parties are asked to clarify whether clause 8.2 permits the expansion of the spread of hours at each end i.e. up to 6.00 am to 6.30 pm or if the spread is shifted i.e. 6.00 am to 4.30 pm or 8.00 am to 6.30 pm

8.3 Changing ordinary hours of work

An employer must give one week's notice before changing the starting and finishing times in any establishment.

8.4 Rostered days off

- (a) Where a system of working is adopted to allow one rostered day off in each four weeks an employee will not be entitled to more than 12 rostered days off in any 12 month period.

- (b) **Notice of rostered days off**

An employer must give an employee at least four weeks' notice of the weekday of the employee's rostered day off.

- (c) **Flexibility in relation to rostered days off**

An individual employee, with the agreement of the employer may substitute the day the employee is to take off for another day.

- (d) **Rostered days off—substitute days**

Despite clause ~~8.4(b) 9.4(b)~~, an employer may, with the agreement of the majority of employees concerned, substitute a rostered day off for another day for the following reasons:

- (i) in the case of a breakdown in machinery;
- (ii) a failure or shortage of electric power;
- (iii) to meet the requirements of the business in the event of rush orders or some other emergency situation.

8.5 Make-up time

- (a) An employee may elect, with the consent of the employer, to work make-up time, under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours.
- (b) An employee on shiftwork may elect, with the consent of the employee's employer, to work make-up time under which the employee takes time off during ordinary hours and works those hours at a later time, at the shiftwork rate which would have been applicable to the hours taken off.
- (c) On each occasion that the employee elects to use this provision the resulting agreement will be recorded at the time when the agreement is made.

9. Breaks

9.1 Meal breaks

- (a) ~~No employee will be required to work longer than five hours without a break for a meal, not less than 30 minutes or more than one hour in duration. An employee is entitled to an unpaid meal break of not less than 30 minutes or more than one hour, after every five hours worked.~~
- (b) Where a meal break is to be taken immediately prior to or during a period of overtime, it will not exceed one hour in duration.

9.2 Rest break

All employees are entitled to a paid rest break of 10 minutes each morning and afternoon. These breaks are to be counted as time worked and taken at a time fixed by the employer, provided that the rest break will not be:

- (a) within one hour of normal ~~starting or finishing time~~ commencement or cessation of work; or
- (b) within one hour either side of a meal break.

Part 4—Wages and Allowances

10. Minimum wages

10.1 Minimum wage rates

The minimum wage rates of pay for ~~a full-time~~ an adult employee are set out below:

| Classification | Minimum weekly rate \$ | Minimum hourly rate \$ | Casual hourly rate \$ |
|----------------------------|------------------------------|------------------------------|-----------------------------|
| Storeworker grade 1 | | | |
| On commencement | 684.70 | 18.02 | 22.53 |
| After 3 months | 693.30 | 18.24 | 22.80 |
| After 12 months | 701.60 | 18.46 | 23.08 |
| Storeworker grade 2 | 708.10 | 18.63 | 23.29 |
| Storeworker grade 3 | 729.00 | 19.18 | 23.98 |
| Storeworker grade 4 | 750.10 | 19.74 | 24.68 |
| Wholesale employee level 1 | | | |
| On commencement | 684.70 | 18.02 | 22.53 |
| After 3 months | 693.30 | 18.24 | 22.80 |
| After 12 months | 701.60 | 18.46 | 23.08 |
| Wholesale employee level 2 | 708.10 | 18.63 | 23.29 |
| Wholesale employee level 3 | 729.00 | 19.18 | 23.98 |
| Wholesale employee level 4 | 750.10 | 19.74 | 24.68 |

See Schedule B for a summary of hourly rates of pay including overtime and penalties.

10.2 Juniors

The minimum wage rate to be paid to junior employees is as follows:

| Age | Percentage of weekly wage for Storeworker grade 1 or Wholesale employee level 1 % | Minimum weekly rate \$ |
|--------------------------|--|------------------------------|
| Under 16 years of age | 40 | 273.88 |
| 16 years of age | 50 | 342.35 |
| 17 years of age | 60 | 410.82 |
| 18 years of age | 70 | 479.29 |
| 19 years of age and over | The appropriate adult rate | |

10.3 National training wage

For employees undertaking a traineeship, see Schedule D—National Training Wage.

10.4 Supported wage system

For employees who ~~because of the effects of a disability~~ are eligible for a supported wage, see Schedule E—Supported Wage System.

11. Payment of wages**11.1 Period of payment**

Wages must be paid either weekly or fortnightly.

11.2 Method of payment

Wages must be paid by cash or cheque during working hours or by electronic funds transfer into the employee's bank or other recognised financial institution account.

11.3 Payment of wages on termination of employment

On termination of employment, wages due to an employee must be paid on the day of termination or forwarded to the employee as soon as reasonably practicable and within two working days after the termination.

11.4 Public holiday or day off coinciding with pay day

Where an employee is paid wages by cash or cheque and the employee is, by virtue of the day being a public holiday or of the arrangement of the employee's ordinary hours, to take a day off on a day which coincides with pay day, such employee must be paid no later than the working day preceding pay day. However, if the employer is able to make suitable arrangements and the employee agrees, wages may be paid on the working day immediately following pay day.

~~If an employee:~~

- ~~• is paid wages by cash or cheque; and~~
- ~~• their pay day coincides with a public holiday or a day off;~~

~~the employee must be paid either:~~

- ~~• no later than the working day before pay day; or~~
- ~~• on the working day immediately following pay day, if the employer is able to make suitable arrangements and the employee agrees.~~

Parties are asked to comment on clause 11.4. Should the requirement be that the employee must be paid no later than the working day after rather than before, unless suitable arrangement can be made to pay the day rather than before, unless suitable arrangement can be made to pay the day before.

11.5 Payslips

Section [536](#) of the Act requires the employer to give a pay slip to an employee within one working day of paying an amount to the employee in relation to the performance of work. The [Fair Work Regulations 2009](#) specify the information that must be included in a pay slip.

12. Allowances

12.1 The employer must pay to an employee the allowances the employee is entitled to under this clause. See Schedule C for a summary of monetary allowances and method of adjustment.

12.2 Wage related allowances

(a) First aid allowance

- (i) An employee who is qualified to St John Ambulance standard or equivalent will be paid an allowance **\$11.25** per week, if requested to act as the first aid attendant.
- (ii) If the employer requests that an employee obtain first aid attendant qualifications (St John Ambulance standard or equivalent), the employee must be reimbursed:
 - the cost of approved books/manuals; and
 - other approved out-of-pocket expenses associated with attending the first aid course;on attaining such qualifications

(b) Cold temperatures

Employees required to work in cold temperatures will be paid the additional rates as follows:

- (i) from -15.6°C (4°F) down to -18.9°C (-2°F)—**\$0.75** per hour or part thereof;
- (ii) less than -18.9°C (-2°F) down to -23.3°C (-10°F)—**\$1.13** per hour or part thereof; or
- (iii) less than -23.3°C (-10°F)—**\$1.50** per hour or part thereof.

12.3 Expense related allowances

(a) Meal allowance

An employee required to work overtime in excess of one hour after the usual finishing time will be paid an allowance of **\$15.43**. The meal allowance will not be payable to an employee who can reasonably return home for a meal.

(b) Travelling, transport and fares reimbursement

- (i) An employee who on any day, or from day to day, is required to work at a job away from the employee's accustomed workshop or depot, will at the direction of the employer, present for work at such job at the usual starting time, but for all time reasonably spent in reaching and returning from such job (in excess of the time normally spent in travelling from the employee's home to such workshop or depot and returning), will be paid travelling time, and any fares reasonably incurred in excess of those normally incurred in travelling between home and such workshop or depot. An employee who is required to work at a job away from their usual workshop or depot will, at the employer's direction, start work at the usual starting time and be paid:

- for all time reasonably spent travelling to and from work in excess of the time normally spent travelling to or from their usual workplace; and
- for any fares reasonably incurred in excess of the fares normally incurred travelling between home and their usual workplace.

- (ii) The rate of pay for travelling time will be at ordinary rates, except on Sundays and public holidays when an employee will be paid at **150%** of the minimum hourly rate.

(c) Provision of tools

An employee will be reimbursed for the cost of purchasing or supplying tools if:

- (i) they are required to use these tools in the course of their work; and
- (ii) the tools are not provided by the employer.

(d) Protective clothing and uniforms reimbursement

- (i) The employer will provide overalls to, or reimburse the ~~following employees for the~~ cost of purchasing overalls for:
- any person employed in a paint manufacturer's store; or
 - any employee whose work normally involves the lifting or carrying of crates or similar containers which are likely to damage clothing.
- (ii) Where an employer requires an employee to wear any special uniform, dress or clothing, such uniform, dress or clothing will either be supplied and laundered by the employer, or the employer will reimburse the employee for the cost of laundering and purchase of such clothing.
- (iii) Where it is agreed between the employer and the employee that the work normally performed by the employee is of an unusually dirty, wet or obnoxious nature, suitable protective clothing and/or footwear will be supplied by the employer, or else the employer will reimburse the employee for the cost of such protective clothing and footwear.

(e) Damaged personal effects allowance

- (i) An employer will reimburse an employee up to a maximum of **\$765.15** for the replacement or repair of each set of dentures and/or prescription spectacles if they are damaged or destroyed in the course of the employee's ordinary duties, other than through the employee's own negligence.
- (ii) The employer may require the employee to provide a statutory declaration setting out the circumstances of the damage or destruction and supporting evidence of the value of the item damaged or destroyed.
- (iii) Where an employee has already received reimbursement of costs from the employer under clause 12.3(e)(i), and later receives compensation which covers the replacement or repair of an employee's dentures and/or prescription spectacles through an applicable workers' compensation scheme, then the following will apply;
- if the workers' compensation fully covers the cost of replacement or repair, then the employee will reimburse the employer the amount already received under clause 12.3(e)(i); and
 - if the workers' compensation only covers part of the cost of replacement or repair, an employee is only required to reimburse the employer the amount received in compensation.

13. Higher duties

13.1 Where a weekly employee performs work temporarily at a classification higher than that under which the employee is engaged or deemed to be working, the employee will be paid as follows:

- (a) up to three hours on any one day—the rate prescribed for such higher classification for the time worked at the higher level with a minimum of one hour;
- (b) over three hours on any one day—a full day’s pay at the rate prescribed for such higher classification; or
- (c) over 20 hours in any one week—a full week’s pay at the rate prescribed for such higher classification.

13.2 A weekly employee must not suffer any reduction in wages during any week by reason of the employee performing work for a part of such week at a classification lower than that under which the employee was engaged or deemed to be working.

Should clause 13 refer to a full-time or part-time employee instead of a “weekly employee”?

14. Superannuation

14.1 Superannuation legislation

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

14.2 Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

14.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same

superannuation fund as the employer makes the superannuation contributions provided for in clause 14.2.

- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 14.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 14.3(a) or (b) was made.

14.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 14.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 14.2 and pay the amount authorised under clauses 14.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) AustralianSuper;
- (b) Labour Union Co-operative Retirement Fund (LUCRF);
- (c) TasPlan;
- (d) Sunsuper;
- (e) CareSuper;
- (f) REST;
- (g) MTAA Superannuation Fund;
- (h) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (i) a superannuation fund or scheme which the employee is a defined benefit member of.

Part 5—Penalties and Overtime

15. Shiftwork

15.1 Shiftwork definitions and penalties

| Ordinary shift | Full-time and part-time employees | Casual employees |
|--|-----------------------------------|-----------------------------|
| | % of minimum hourly rate | |
| Early morning - Starting between 2.00 am and 7.00 am | 112.5 | 137.5 |
| Afternoon - finishing after 6.00pm and at or before midnight | 112.5 <u>115</u> | 137.5 <u>140</u> |
| Night -finishing after midnight and at or before 8.30 am | 112.5 <u>130</u> | 137.5 <u>155</u> |
| Saturday - in accordance with <u>15.4(d)(ii) and 15.4(e)(i)</u> | 150 | 175 |
| Sunday <u>in accordance with 15.4(d)(ii) and 15.4(e)(ii)</u> | 200 | 225 |
| Public holiday - 16.5(c) | 250 | 275 |

Parties are asked to clarify whether clause 8.2 permits the expansion of the spread of hours at each end i.e. up to 6:00am to 6:30pm or if the spread is shifted i.e. 6:00am to 4:30pm or 8:00am to 6:30pm

15.2 By agreement between the employer and the majority of employees in the workplace or a section or sections of it, the span of hours over which afternoon shift may be worked may be altered by up to one hour at either end of the span.

15.3 No requirement to work shiftwork

- (a) Employees employed as day shift employees must not be required to work afternoon shift in the absence of the employee's specific agreement.
- (b) Afternoon shift will be worked by the employees engaged specifically for this purpose, or by volunteers from day shift.
- (c) Employees must not be discriminated against in any way for not volunteering to work a particular shift.

15.4 Hours of work

- (a) The ordinary hours of work of shiftworkers will average 38 per week as provided in clause 8.1 and must not exceed 152 in any work cycle.
- (b) Except as provided in clause 15.4(c) hours will not exceed:
 - (i) eight hours in one day;

- (ii) 38 hours in any one week;
 - (iii) 76 hours in any 14 consecutive days;
 - (iv) 114 hours in any 21 consecutive days; or
 - (v) 152 hours in any 28 consecutive days.
- (c) The ordinary hours for shift employees:
- (i) may be worked between Monday and midnight Friday, inclusive, (subject to clause 15.2);

NOTE: clause 25.3(c) in the current award states 'subject to clause 25.1(c) which incorrectly referred to the night shift definition. It should refer to clause 25.1(d).

- (ii) will be worked on four or five days (Monday to Friday inclusive); and
 - (iii) will be worked on shifts of not more than eight hours worked continuously (excluding meal breaks),
- at the discretion of the employer.
- (d) **Variation of hours by agreement**
- An employer and the majority of employees in the workplace or a section or sections of it may agree that:
- (i) an employee may work up to 10 ordinary hours in a day; and
 - (ii) the days on which ordinary hours are worked may include Saturday and Sunday.
- (e) Where agreement is reached in accordance with clause 15.4(d)(ii), a shiftworker employee will be paid:
- (i) between midnight on Friday and midnight on Saturday—**150%** of the minimum hourly rate; and
 - (ii) between midnight on Saturday and midnight on Sunday—**200%** of the minimum hourly rate.
- (f) The extra rates in clause 15.4(e)(i) and 15.4(e)(ii) are in substitution for and not cumulative upon the shift penalties.

15.5 Setting and altering the shift roster

The employer will roster shifts at least 48 hours in advance. The roster will show the starting and finishing time of each shift. Those times once set may be altered:

- (a) by agreement between the employer and employee; or

- (b) by the employer with the provision of 24 hours' notice in cases of changes due to circumstances outside the control of the employer.

16. Overtime and penalty rates

16.1 Payment for overtime

- (a) Overtime is payable for all time worked by an employee in excess of or outside the ordinary hours of work prescribed by this award.
- (b) Overtime will be paid ~~will be paid~~ at the rate of **150%** of the minimum hourly rate for the first two hours and **200%** of the minimum hourly rate after that.
- (c) Part-time employees will be paid overtime in accordance with 6.3(f).

16.2 Calculation of overtime

For the purpose of this clause:

- (a) each day or shift worked will stand alone;
- (b) **day** means all the time between the normal commencing time of one day and the normal commencing time of the next succeeding day;
- (c) **Saturday** means all the time between midnight Friday and midnight Saturday; and
- (d) **Sunday** means all the time between midnight Saturday and midnight Sunday.

16.3 Time off instead of payment for overtime

- (a) An employee may elect, with the consent of the employer, to take time off instead of payment for overtime at a time or times agreed with the employer.
- (b) Overtime taken as time off during ordinary working hours will be taken at the ordinary time rate; that is, one hour for each hour worked.

16.4 Rest period after overtime

- (a) Wherever reasonably practicable overtime will be arranged so that employees have at least 10 consecutive hours off duty between the work of successive days.
- (b) If resuming work at the employees' next rostered starting time would mean that the employee ~~(other than a casual)~~ did not receive a full 10 hour break then either:
 - (i) the employee may, without loss of pay, start work at a later time to ensure that he or she receives a break of at least 10 hours; or
 - (ii) if the employee is required to work, the employer must pay the employee at 200% of the ordinary hourly rate until the employee has received a break of at least 10 hours.

16.5 Penalty rates for weekends and public holidays

(a) Saturdays

- (i)** All time worked on a Saturday must be paid for at **150%** of the minimum hourly rate.
- (ii)** An employee required to work overtime on a Saturday must be given at least three hours' work or must be paid for three hours at the rate in clause 16.5(a)(i), except where such overtime is worked immediately before or after ordinary hours of work.

(b) Sundays

- (i)** All time worked on a Sunday must be paid for at **200%** of the minimum hourly rate.
- (ii)** An employee required to work overtime on a Sunday must be given at least four hours' work or must be paid for four hours at the rate in clause 16.5(b)(i), except where overtime is worked immediately before or after ordinary hours of work.

(c) Public holidays

- (i)** All work performed on any of the holidays prescribed or substituted in accordance with clause 20 must be paid for at the rate of **250%** of the minimum hourly rate.
- (ii)** An employee required to work on a public holiday will be given at least four hours' work or be paid for four hours at the rate in clause 16.5(c)(i).

16.6 Call-back

(a) Mondays to Fridays

An employee called back to work after the employee has left work for the day must be paid for a minimum of four hours' work calculated at the appropriate rate for each time the employee is called back.

Parties are asked to clarify the "appropriate rate" for clause 16.6(a)

(b) Saturdays

An employee called back to work after 12 noon on a Saturday must be paid for a minimum of four hours' work calculated at **200%** of the minimum hourly rate.

(c) Sundays

An employee called back to work on a Sunday must, for the first call-back, be paid for a minimum of four hours' work at **200%** of the minimum hourly rate. Each subsequent call-back must be paid at the rate of **200%** of the minimum hourly rate for the actual time worked.

Part 6—Leave, Public Holidays and Other NES Entitlements

17. Annual leave

This annual leave provision may be affected by [AM2014/47](#)

17.1 Annual leave is provided for in the NES. Casual employees are not entitled to paid annual leave. The NES provides for the accrual of four weeks' paid leave per year (five weeks' paid leave per year for certain shiftworkers). For the full NES annual leave entitlement see [ss.86–94](#) of the Act.

17.2 Additional leave for certain shiftworkers

- (a) A **shiftworker**, for the purposes of the additional week's leave referred to in ~~clause 17.1~~ [s.87\(1\)\(b\) of the Act](#), is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.
- (b) Where an employee with 12 months' continuous service is engaged for part of the 12 month period as a seven day shiftworker, that employee must have their annual leave increased by half a day for each month the employee is continuously engaged as a seven day shiftworker.

17.3 Payment for annual leave

- (a) Before the start of an employee's annual leave, the employer must pay the employee for the employee's period of leave at the employee's minimum rate of pay at the time the employee takes leave.
- (b) In addition, the employer must pay the employee the greater of:
 - (i) a loading of **17.5%** of the amount payable under clause 17.3(a); or
 - (ii) the weekend penalty rate payments the employee would have received in respect of ordinary hours of work had the employee not been on leave during the relevant period; or
 - (iii) In the case of a shiftworker, the shift loadings the employee would have received in respect of ordinary hours of work had the employee not been on leave during the relevant period.

17.4 Annual close down

Where an employer intends temporarily to close (or reduce to nucleus) any establishment or a section thereof for the purpose of allowing annual leave to the employees concerned or a majority of them, the employer may give one month's notice in writing to such employees (or, in the case of any employee engaged after giving of such notice, notice on the date of the employee's engagement) that the employer elects to apply the provisions of this clause; and thereupon:

(a) any employee who at the date of closing is entitled to annual leave for the period of the closure will be given annual leave for the period of the closure;

(b) any employee who at the date of closing is not entitled to annual leave will be given leave without pay from the date of closure, together with pay for any period for which the employee is entitled to payment; and

(c) the next 12 monthly qualifying period of employment for every such employee will commence from the date of closing.

In this clause **date of closing** in relation to each employee means the first day of annual leave or leave pursuant to this clause.

- (a) ~~Where an employer intends temporarily to close (or reduce staff numbers) any establishment (or a section of it) for the purpose of allowing annual leave to the employees concerned or a majority of them, the employer must give those employees at least one month's notice in writing.~~
- (b) ~~Where an employee is employed after the date that notice has been given under clause 15.4(a), the employer must give notice to that employee on the date they are offered employment.~~
- (c) ~~Where an employer closes down in accordance with clauses 17.4(a) and (b), the following provisions apply:~~
- ~~(i) any employee who at the date of closing is entitled to annual leave for the period of the closure will be given annual leave for the period of the closure;~~
 - ~~(ii) any employee who at the date of closing is not entitled to annual leave will be given leave without pay from the date of closure, together with pay for any period for which the employee is entitled to payment; and~~
 - ~~(iii) the next 12 monthly qualifying period of employment for every such employee will commence from the date of closing.~~
 - ~~(iv) In this clause **date of closing** in relation to each employee means the first day of annual leave or leave pursuant to this clause.~~

18. Personal/carer's leave and compassionate leave

18.1 Personal/carer's leave and compassionate leave are provided for in the NES. Casual employees are not entitled to paid personal/carer's leave or paid compassionate leave. The NES provides for:

- the accrual of 10 days' paid personal/carer's leave per year;
- 2 days' unpaid carer's leave (as required); and

- 2 days' paid (unpaid for casuals) compassionate leave (as required).

18.2 For the full NES entitlement to personal/carer's leave and compassionate leave see [ss.95–107](#) of the Act.

18.3 Personal/carer's leave and compassionate leave are not paid on termination of employment.

19. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the NES. The NES provides up to 12 months' unpaid leave to eligible employees, plus a right to request an additional 12 months' unpaid leave, plus other forms of maternity, paternity and adoption-related leave. For the full NES parental leave entitlement see [ss.67–85](#) of the Act.

20. Public holidays

20.1 Public holiday entitlements are provided for in the NES. The NES provides a paid day off on each public holiday, except where reasonably requested to work. For the full NES public holiday entitlement see [ss.114–116](#) of the Act.

20.2 A casual employee who does not work on a public holiday is not entitled to a paid day off.

20.3 Substitution of public holidays

- (a) An employer and their employees may agree to substitute another day for any prescribed in the NES. For this purpose, the consent of the majority of affected employees will constitute agreement.
- (b) An agreement pursuant to clause 20.3(a) must be recorded in writing and be available to every affected employee.

20.4 Rostered day off falling on a public holiday

- (a) An employee who is entitled to a rostered day off which falls on a public holiday prescribed by this clause, will be granted an alternative day off. The alternate day **off** **is** to be determined by mutual agreement between the employer and the employee.
- (b) If mutual agreement is not reached then clause 25—Dispute resolution will apply.

21. Community service leave

Community service leave is provided for in the NES. The NES provides unpaid leave for voluntary emergency activities and up to 10 days' paid leave for jury service (after 10 days, leave is unpaid). For the full NES community service leave entitlement see [ss.108–112](#) of the Act.

22. Termination of employment

22.1 Notice of termination is provided for in the NES. The NES provides between one and four weeks' notice of termination based on length of service. Employees over 45 years old who have been with the employer for at least two years are entitled to an extra week's notice. For the full NES notice of termination entitlement see [ss.117–118](#) of the Act.

22.2 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of an employer, except that there is no requirement for employees over 45 years old to give additional notice. If an employee fails to give the required notice, the employer may withhold any money due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause, less any period of notice actually given by the employee.

22.3 Job search entitlement

Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

23. Redundancy

23.1 Redundancy pay is provided for in the NES. The NES provides between zero and 16 weeks' redundancy pay upon redundancy, depending on length of service. Small business employers are excluded from the obligation to pay redundancy pay. For the full NES redundancy pay entitlement see [ss.119–122](#) of the Act.

23.2 A **small business employer** is defined in the Act as an employer that employs fewer than 15 employees. The way that the number of employees is calculated is set out in [s.23](#) of the Act.

23.3 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as if the employment had been terminated and the employer may, at the employer's option, make payment instead. The payment will be equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

23.4 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

23.5 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 22.3.

Part 7—Consultation and Dispute Resolution

24. Consultation

24.1 Consultation regarding major workplace change

- (a) **Employers to notify**
 - (i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
 - (ii) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for

retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

(b) Employers to discuss change

- (i)** The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 24.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (ii)** The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 24.1(a).
- (iii)** For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

24.2 Consultation about changes to rosters or hours of work

- (a)** Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b)** The employer must:
 - (i)** provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (ii)** invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii)** give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

25. Dispute resolution

- 25.1** In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 25.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 25.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 25.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 25.4** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 25.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 25.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

Schedule A—Classification Definitions

A.1 Storeworker grade 1

A.1.1 Point of entry

New employee.

A.1.2 Skills/duties

- (a) Responsible for the quality of their own work subject to detailed direction.
- (b) Works in a team environment and/or under routine supervision.
- (c) Undertakes duties in a safe and responsible manner.
- (d) Exercises discretion within their level of skills and training.
- (e) Possesses basic interpersonal and communication skills.
- (f) Indicative of the tasks which an employee at this level may perform are the following:
 - (i) storing and packing of goods and materials in accordance with appropriate procedures and/or regulations;
 - (ii) preparation and receipt of appropriate documentation including liaison with suppliers;
 - (iii) allocating and retrieving goods from specific warehouse areas;
 - (iv) basic operation of computer terminal or similar equipment;
 - (v) periodic stock-checks;
 - (vi) responsible for housekeeping in own work environment; and
 - (vii) use of non-licensed material handling equipment.

Steel Distributing employees:

- (viii) Basic repair and preparation for use of pallets.
- (ix) maintaining the work area housekeeping;
- (x) assisting etc. (basic);
- (xi) crane chasing (basic);
- (xii) crane operating (basic);

- (xiii) fork-lift driving (basic);
- (xiv) manual strapping and packing;
- (xv) receiving goods, assembling orders, picking for processing (basic);
- (xvi) ensuring good order of equipment (maintenance, trouble shooting) (basic);
- (xvii) handling paperwork;
- (xviii) setting up and operating a simple machine (saw, cropper, punch, straightline cutter); and
- (xix) driving A (trucks, non-articulated vehicles up to 4.5 tonnes, GVM).

A.2 Storeworker grade 2

A.2.1 Points of entry

- (a) Storeworker grade 1.
- (b) Proven and demonstrated skills (including as appropriate, appropriate certification) to the level required of this grade.

A.2.2 Skills/duties

- (a) Able to understand detailed instructions and work from procedures.
- (b) Able to co-ordinate work in a team environment under limited supervision.
- (c) Responsible for quality of their own work.
- (d) Possesses sound interpersonal and communication skills.
- (e) Indicative of the tasks which an employee at this level may perform are the following:
 - (i) licensed operation of all appropriate materials handling equipment;
 - (ii) use of tools and equipment within the warehouse (basic non-trades maintenance); and
 - (iii) computer terminal operation at a level higher than that of an employee at Storeworker grade 1.

Steel Distributing employees:

- (iv) driving B (trucks);
- (v) crane chasing (advanced);

- (vi) crane operating (advanced);
- (vii) fork-lift driving (advanced);
- (viii) receiving goods, assembling orders, picking for processing (advanced);
- (ix) assisting (advanced);
- (x) ensuring good order of equipment (maintenance, trouble shooting) (advanced); and
- (xi) setting up and operating a mid-range machine (automatic saw, guillotine).

A.3 Storeworker grade 3

A.3.1 Points of entry

- (a) Storeworker grade 2.
- (b) Proven and demonstrated skills (including as appropriate, appropriate certification) to the level required of this grade.

A.3.2 Skills/duties

- (a) Understands and is responsible for quality control standards.
- (b) Possesses an advanced level of interpersonal and communication skills.
- (c) Competent keyboard skills.
- (d) Sound working knowledge of all warehousing/stores duties performed at levels below this grade, exercises discretion within scope of this grade.
- (e) May perform work requiring minimal supervision either individually or in a team environment.
- (f) Indicative of the tasks which an employee at this level may perform are the following:
 - (i) use of a computer terminal for purposes such as the maintenance of a deposit storage system, information input/retrieval, etc. at a level higher than grade 2;
 - (ii) operation of all materials handling equipment under licence;
 - (iii) development and refinement of a store layout including proper location of goods and their receipt and dispatch; and
 - (iv) employee who is responsible for the supervision of and the responsibility for the conduct of work of up to 10 employees.

Steel Distributing employees:

- (v) setting up and operating a complex machine (plasma cutter, profile cutter);
and
- (vi) driving C (trucks).

A.4 Storeworker grade 4

A.4.1 Points of entry

- (a) Storeworker grade 3.
- (b) Proven and demonstrated skills to the level required of this grade.

A.4.2 Skills/duties

- (a) Implements quality control techniques and procedures.
- (b) Understands and is responsible for a warehouse or a large section of a warehouse.
- (c) Highly developed level of interpersonal and communication skills.
- (d) Ability to supervise and provide direction and guidance to other employees including the ability to assist in the provision of on-the-job training and induction.
- (e) Exercises discretion within the scope of this grade.
- (f) Exercises skills attained through the successful completion of an appropriate warehousing certificate.
- (g) Indicative of the tasks which an employee at this level may perform are the following:
 - (i) liaising with management, suppliers and customers with respect to stores operations;
 - (ii) detailing and co-ordinating activities of other storeworkers and acting in a leading hand capacity for in excess of 10 storeworkers; and
 - (iii) maintaining control registers including inventory control and being responsible for the preparation and reconciliation of regular reports or stock movement, dispatches, etc.

Steel Distributing employees:

- (iv) setting up and operating a very complex machine (NC plasma cutter, NC profile cutter, slitter, shearline).

A.5 Wholesale employee level 1

A.5.1 An employee performing one or more of the following functions at a wholesale establishment:

- (a) the receiving and preparation for sale and/or display of goods;
- (b) the pre-packing or packing, weighing, assembling, pricing or preparing of goods or provisions or produce for sale;
- (c) the display, shelf filling, replenishing or any other method of exposure or presentation for sale of goods;
- (d) the sale or hire of goods by any means;
- (e) the receiving, arranging or making payment by any means;
- (f) the recording by any means of a sale or sales;
- (g) the wrapping or packing of goods for dispatch and the dispatch of goods;
- (h) the delivery of goods;
- (i) loss prevention;
- (j) demonstration of goods for sale;
- (k) the provision of information, advice and assistance to customers;
- (l) the receipt, preparation, packing of goods for repair or replacement and the minor repair of goods; and/or
- (m) work which is incidental to or in connection with any of the above.

A.5.2 Wholesale employees will undertake duties as directed within the limits of their competence, skills and training including incidental cleaning

A.6 Wholesale employee level 2

A.6.1 An employee performing work at a wholesale establishment at a higher skill level than a Wholesale employee level 1.

A.6.2 Indicative job titles which are usually within the definition of a Wholesale employee level 2 include:

- (a) Fork-lift operator;
- (b) Ride-on equipment operator.

A.7 Wholesale employee level 3

A.7.1 An employee performing work at a wholesale establishment at a higher level than a Wholesale employee level 2.

A.7.2 Indicative of the tasks which might be required at this level are the following:

- (a) supervisory assistance to a designated section manager or team leader;
- (b) opening and closing of premises and associated security; or
- (c) security of cash.

A.8 Wholesale employee level 4

A.8.1 An employee performing work at a wholesale establishment at a higher level than a Wholesale employee level 3.

A.8.2 Indicative of the tasks which might be required at this level are the following:

- (a) management of a defined section/department;
- (b) supervision of staff;
- (c) stock control; or
- (d) buying/ordering requiring the exercise of discretion as to price, quantity, quality etc.

Schedule B—Summary of Hourly Rates of Pay**B.1 Full-time and part-time employees****B.1.1 Full-time and part-time employees—day workers—ordinary and penalty rates**

| | Ordinary hours | Saturday | Sunday | Public holiday |
|--|--------------------------|----------|--------|-------------------|
| | % of minimum hourly rate | | | |
| | 100% | 150% | 200% | 250% |
| | \$ | \$ | \$ | \$ |
| Storeworker grade 1—on commencement | 18.02 | 27.03 | 36.04 | 45.05 |
| Storeworker grade 1—after 3 months | 18.24 | 27.36 | 36.48 | 45.60 |
| Storeworker grade 1—after 12 months | 18.46 | 27.69 | 36.92 | 46.15 |
| Storeworker grade 2 | 18.63 | 27.95 | 37.26 | 46.58 |
| Storeworker grade 3 | 19.18 | 28.77 | 38.36 | 47.95 |
| Storeworker grade 4 | 19.74 | 29.61 | 39.48 | 49.35 |
| Wholesale employee level 1—on commencement | 18.02 | 27.03 | 36.04 | 45.05 |
| Wholesale employee level 1—after 3 months | 18.24 | 27.36 | 36.48 | 45.60 |
| Wholesale employee level 1—after 12 months | 18.46 | 27.69 | 36.92 | 46.15 |
| Wholesale employee level 2 | 18.63 | 27.95 | 37.26 | 46.58 |
| Wholesale employee level 3 | 19.18 | 28.77 | 38.36 | 47.95 |
| Wholesale employee level 4 | 19.74 | 29.61 | 39.48 | 49.35 |

B.1.2 Full-time and part-time employees—shiftworkers—penalty rates

| | Early morning | Afternoon | Night | Saturday | Sunday | Public holiday |
|--|--------------------------|-----------|---------------------|----------|--------|----------------|
| | % of minimum hourly rate | | | | | |
| | 112.5% | 115% | 125 130% | 150% | 200% | 250% |
| | \$ | \$ | \$ | \$ | \$ | \$ |
| Storeworker grade 1—on commencement | 20.27 | 20.72 | 23.43 | 27.03 | 36.04 | 45.05 |
| Storeworker grade 1—after 3 months | 20.52 | 20.98 | 23.71 | 27.36 | 36.48 | 45.60 |
| Storeworker grade 1—after 12 months | 20.77 | 21.23 | 24.00 | 27.69 | 36.92 | 46.15 |
| Storeworker grade 2 | 20.96 | 21.42 | 24.22 | 27.95 | 37.26 | 46.58 |
| Storeworker grade 3 | 21.58 | 22.06 | 24.93 | 28.77 | 38.36 | 47.95 |
| Storeworker grade 4 | 22.21 | 22.70 | 25.66 | 29.61 | 39.48 | 49.35 |
| Wholesale employee level 1—on commencement | 20.27 | 20.72 | 23.43 | 27.03 | 36.04 | 45.05 |
| Wholesale employee level 1—after 3 months | 20.52 | 20.98 | 23.71 | 27.36 | 36.48 | 45.60 |
| Wholesale employee level 1—after 12 months | 20.77 | 21.23 | 24.00 | 27.69 | 36.92 | 46.15 |
| Wholesale employee level 2 | 20.96 | 21.42 | 24.22 | 27.95 | 37.26 | 46.58 |

| | Early morning | Afternoon | Night | Saturday | Sunday | Public holiday |
|----------------------------|---------------|-----------|-------|----------|--------|----------------|
| Wholesale employee level 3 | 21.58 | 22.06 | 24.93 | 28.77 | 38.36 | 47.95 |
| Wholesale employee level 4 | 22.21 | 22.70 | 25.66 | 29.61 | 39.48 | 49.35 |

B.1.3 Full-time and part-time employees—overtime rates

| | Monday to Saturday | | Sunday | Public holiday |
|--|--------------------------|---------------|--------|----------------|
| | First 2 hours | After 2 hours | | |
| | % of minimum hourly rate | | | |
| | 150% | 200% | 200% | 250% |
| | \$ | \$ | \$ | \$ |
| Storeworker grade 1—on commencement | 27.03 | 36.04 | 36.04 | 45.05 |
| Storeworker grade 1—after 3 months | 27.36 | 36.48 | 36.48 | 45.60 |
| Storeworker grade 1—after 12 months | 27.69 | 36.92 | 36.92 | 46.15 |
| Storeworker grade 2 | 27.95 | 37.26 | 37.26 | 46.58 |
| Storeworker grade 3 | 28.77 | 38.36 | 38.36 | 47.95 |
| Storeworker grade 4 | 29.61 | 39.48 | 39.48 | 49.35 |
| Wholesale employee level 1—on commencement | 27.03 | 36.04 | 36.04 | 45.05 |
| Wholesale employee level 1—after 3 months | 27.36 | 36.48 | 36.48 | 45.60 |

| | | | | |
|--|-------|-------|-------|-------|
| Wholesale employee level 1—after 12 months | 27.69 | 36.92 | 36.92 | 46.15 |
| Wholesale employee level 2 | 27.95 | 37.26 | 37.26 | 46.58 |
| Wholesale employee level 3 | 28.77 | 38.36 | 38.36 | 47.95 |
| Wholesale employee level 4 | 29.61 | 39.48 | 39.48 | 49.35 |

B.2 Casual employees

B.2.1 Casual employees—day workers—ordinary and penalty rates

| | Ordinary hours | Saturday | Sunday | Public holiday |
|--|--------------------------|----------|--------|----------------|
| | % of minimum hourly rate | | | |
| | 125% | 175% | 225% | 275% |
| | \$ | \$ | \$ | \$ |
| Storeworker grade 1—on commencement | 22.53 | 31.54 | 40.55 | 49.56 |
| Storeworker grade 1—after 3 months | 22.80 | 31.92 | 41.04 | 50.16 |
| Storeworker grade 1—after 12 months | 23.08 | 32.31 | 41.54 | 50.77 |
| Storeworker grade 2 | 23.29 | 32.60 | 41.92 | 51.23 |
| Storeworker grade 3 | 23.98 | 33.57 | 43.16 | 52.75 |
| Storeworker grade 4 | 24.68 | 34.55 | 44.42 | 54.29 |
| Wholesale employee level 1—on commencement | 22.53 | 31.54 | 40.55 | 49.56 |
| Wholesale employee level 1—after 3 months | 22.80 | 31.92 | 41.04 | 50.16 |
| Wholesale employee level 1—after 12 months | 23.08 | 32.31 | 41.54 | 50.77 |

| | | | | |
|----------------------------|-------|-------|-------|-------|
| Wholesale employee level 2 | 23.29 | 32.60 | 41.92 | 51.23 |
| Wholesale employee level 3 | 23.98 | 33.57 | 43.16 | 52.75 |
| Wholesale employee level 4 | 24.68 | 34.55 | 44.42 | 54.29 |

B.2.2 Casual employees—shiftworkers—penalty rates

| | Early morning | Afternoon | Night | Saturday | Sunday | Public holiday |
|--|---------------|-----------|---------------------|----------|--------|----------------|
| % of minimum hourly rate | | | | | | |
| | 137.5% | 140% | 150 155% | 175% | 225% | 275% |
| | \$ | \$ | \$ | \$ | \$ | \$ |
| Storeworker grade 1—on commencement | 24.78 | 25.23 | 27.93 | 31.54 | 40.55 | 49.56 |
| Storeworker grade 1—after 3 months | 25.08 | 25.54 | 28.27 | 31.92 | 41.04 | 50.16 |
| Storeworker grade 1—after 12 months | 25.38 | 25.84 | 28.61 | 32.31 | 41.54 | 50.77 |
| Storeworker grade 2 | 25.62 | 26.08 | 28.88 | 32.60 | 41.92 | 51.23 |
| Storeworker grade 3 | 26.37 | 26.85 | 29.73 | 33.57 | 43.16 | 52.75 |
| Storeworker grade 4 | 27.14 | 27.64 | 30.60 | 34.55 | 44.42 | 54.29 |
| Wholesale employee level 1—on commencement | 24.78 | 25.23 | 27.93 | 31.54 | 40.55 | 49.56 |
| Wholesale employee level 1—after 3 months | 25.08 | 25.54 | 28.27 | 31.92 | 41.04 | 50.16 |
| Wholesale employee level 1—after 12 months | 25.38 | 25.84 | 28.61 | 32.31 | 41.54 | 50.77 |

| | Early morning | Afternoon | Night | Saturday | Sunday | Public holiday |
|----------------------------|----------------------|------------------|--------------|-----------------|---------------|-----------------------|
| months | | | | | | |
| Wholesale employee level 2 | 25.62 | 26.08 | 28.88 | 32.60 | 41.92 | 51.23 |
| Wholesale employee level 3 | 26.37 | 26.85 | 29.73 | 33.57 | 43.16 | 52.75 |
| Wholesale employee level 4 | 27.14 | 27.64 | 30.60 | 34.55 | 44.42 | 54.29 |

Schedule C—Summary of Monetary Allowances

See clause 12 for full details of allowances payable under this award.

C.1 Wage related allowances

The wage related allowances in this award are based on the standard rate as defined in Schedule G as the minimum weekly wage rate for Storeworker grade 4 in clause 10.1 = \$750.10

| Allowance | Clause | % of standard rate \$750.10 | \$ per hour or part thereof unless stated otherwise |
|-----------------------------|--------------|--------------------------------|---|
| First aid allowance | 12.2(a) | 1.50 | 11.25 per week |
| Cold temperatures allowance | 12.2(a)(i) | | |
| From -15.6°C to -18.9°C | 12.2(b)(i) | 0.10 | 0.75 |
| From -18.9°C to -23.3°C | 12.2(b)(ii) | 0.15 | 1.13 |
| Below -23.3°C | 12.2(b)(iii) | 0.20 | 1.50 |

C.1.1 Adjustment of wage related allowances

Wage related allowances are adjusted in accordance with increases to wages and are based on a percentage of the standard rate as specified.

C.2 Expense related allowances

The expense related allowances in this award will be payable to employees in accordance with clause 12.3:

| Allowance | Clause | \$ |
|--|---------|--|
| Meal allowance—overtime in excess of one hour after usual finishing time | 12.3(a) | 15.43 per occasion |
| Damaged personal effects allowance | 12.3(e) | up to 765.15 per set of dentures and/or spectacles |

C.2.1 Adjustment of expense related allowances

- (a) At the time of any adjustment to the [standard rate](#), each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

| Allowance | Applicable Consumer Price Index figure |
|------------------------------------|---|
| Meal allowance | Take away and fast foods sub-group |
| Damaged personal effects allowance | Health group |

Schedule D—National Training Wage

D.1 Title

This is the *National Training Wage Schedule*.

D.2 Definitions

In this schedule:

adult trainee is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level

approved training means the training specified in the training contract

Australian Qualifications Framework (AQF) is a national framework for qualifications in post-compulsory education and training

out of school refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:

- (c) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
- (d) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
- (e) not include any period during a calendar year in which a year of schooling is completed

relevant State or Territory training authority means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation

relevant State or Territory vocational education and training legislation means the following or any successor legislation:

Australian Capital Territory: *Training and Tertiary Education Act 2003*;

New South Wales: *Apprenticeship and Traineeship Act 2001*;

Northern Territory: *Northern Territory Employment and Training Act 1991*;

Queensland: *Vocational Education, Training and Employment Act 2000*;

South Australia: *Training and Skills Development Act 2008*;

Tasmania: *Vocational Education and Training Act 1994*;

Victoria: *Education and Training Reform Act 2006*; or

Western Australia: *Vocational Education and Training Act 1996*

trainee is an employee undertaking a traineeship under a training contract

traineeship means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

training contract means an agreement for a traineeship made between an employer and an employee which is registered with the relevant State or Territory training authority

training package means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package

year 10 includes any year before Year 10

D.3 Coverage

- D.3.1** Subject to clauses D.3.2 to D.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by clause D.7 to this schedule or by clause D.5.4 of this schedule.
- D.3.2** This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in clause D.7 to this schedule.
- D.3.3** This schedule does not apply to:
- (a) the apprenticeship system;
 - (b) qualifications not identified in training packages; or
 - (c) qualifications in training packages which are not identified as appropriate for a traineeship.

Parties are asked to identify “*any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997*” that they consider should not be covered by this Schedule.

- D.3.4** This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.

D.3.5 Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.

D.3.6 At the conclusion of the traineeship, this schedule ceases to apply to the employee.

D.4 Types of Traineeship

The following types of traineeship are available under this schedule:

D.4.1 a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and

D.4.2 a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

D.5 Minimum Wages

D.5.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause D.7.1 are:

| | Highest year of schooling completed | | |
|------------------------------------|-------------------------------------|----------|----------|
| | Year 10 | Year 11 | Year 12 |
| | per week | per week | per week |
| | \$ | \$ | \$ |
| School leaver | 287.90 | 317.10 | 377.80 |
| Plus 1 year out of school | 317.10 | 377.80 | 439.60 |
| Plus 2 years out of school | 377.80 | 439.60 | 511.60 |
| Plus 3 years out of school | 439.60 | 511.60 | 585.80 |
| Plus 4 years out of school | 511.60 | 585.80 | |
| Plus 5 or more years out of school | 585.80 | | |

(b) Wage Level B

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause D.7.2 are:

| | Highest year of schooling completed | | |
|------------------------------------|--|-----------------|-----------------|
| | Year 10 | Year 11 | Year 12 |
| | per week | Per week | per week |
| | \$ | \$ | \$ |
| School leaver | 287.90 | 317.10 | 367.60 |
| Plus 1 year out of school | 317.10 | 367.60 | 422.80 |
| Plus 2 years out of school | 367.60 | 422.80 | 495.80 |
| Plus 3 years out of school | 422.80 | 495.80 | 565.60 |
| Plus 4 years out of school | 495.80 | 565.60 | |
| Plus 5 or more years out of school | 565.60 | | |

(c) Wage Level C

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause D.7.3 are:

| | Highest year of schooling completed | | |
|---------------------------|--|-----------------|-----------------|
| | Year 10 | Year 11 | Year 12 |
| | per week | per week | per week |
| | \$ | \$ | \$ |
| School leaver | 287.90 | 317.10 | 367.60 |
| Plus 1 year out of school | 317.10 | 367.60 | 413.80 |

| | Highest year of schooling completed | | |
|------------------------------------|-------------------------------------|----------|----------|
| | Year 10 | Year 11 | Year 12 |
| | per week | per week | per week |
| | \$ | \$ | \$ |
| Plus 2 years out of school | 367.60 | 413.80 | 462.20 |
| Plus 3 years out of school | 413.80 | 462.20 | 515.00 |
| Plus 4 years out of school | 462.20 | 515.00 | |
| Plus 5 or more years out of school | 515.00 | | |

(d) AQF Certificate Level IV traineeships

- (i) Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clause D.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

| Wage level | First year of traineeship | Second and subsequent years of traineeship |
|--------------|---------------------------|--|
| | per week | per week |
| | \$ | \$ |
| Wage Level A | 608.30 | 631.90 |
| Wage Level B | 586.90 | 609.50 |
| Wage Level C | 534.10 | 554.30 |

D.5.2 Minimum wages for part-time traineeships**(a) Wage Level A**

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause D.7.1 are:

| | Highest year of schooling completed | | |
|------------------------------------|-------------------------------------|----------|----------|
| | Year 10 | Year 11 | Year 12 |
| | per hour | per hour | per hour |
| | \$ | \$ | \$ |
| School leaver | 9.47 | 10.44 | 12.43 |
| Plus 1 year out of school | 10.44 | 12.43 | 14.47 |
| Plus 2 years out of school | 12.43 | 14.47 | 16.83 |
| Plus 3 years out of school | 14.47 | 16.83 | 19.26 |
| Plus 4 years out of school | 16.83 | 19.26 | |
| Plus 5 or more years out of school | 19.26 | | |

(b) Wage Level B

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause D.7.2 are:

| | Highest year of schooling completed | | |
|---------------|-------------------------------------|----------|----------|
| | Year 10 | Year 11 | Year 12 |
| | per hour | per hour | per hour |
| | \$ | \$ | \$ |
| School leaver | 9.47 | 10.44 | 12.10 |

| | Highest year of schooling completed | | |
|------------------------------------|-------------------------------------|----------|----------|
| | Year 10 | Year 11 | Year 12 |
| | per hour | per hour | per hour |
| | \$ | \$ | \$ |
| Plus 1 year out of school | 10.44 | 12.10 | 13.91 |
| Plus 2 years out of school | 12.10 | 13.91 | 16.32 |
| Plus 3 years out of school | 13.91 | 16.32 | 18.61 |
| Plus 4 years out of school | 16.32 | 18.61 | |
| Plus 5 or more years out of school | 18.61 | | |

(c) Wage Level C

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause D.7.3 are:

| | Highest year of schooling completed | | |
|------------------------------------|-------------------------------------|----------|----------|
| | Year 10 | Year 11 | Year 12 |
| | per hour | per hour | per hour |
| | \$ | \$ | \$ |
| School leaver | 9.47 | 10.44 | 12.10 |
| Plus 1 year out of school | 10.44 | 12.10 | 13.61 |
| Plus 2 years out of school | 12.10 | 13.61 | 15.20 |
| Plus 3 years out of school | 13.61 | 15.20 | 16.94 |
| Plus 4 years out of school | 15.20 | 16.94 | |
| Plus 5 or more years out of school | 16.94 | | |

(d) School-based traineeships

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by clause D.7 are as follows when the trainee works ordinary hours:

| Year of schooling | |
|-------------------|----------|
| Year 11 or lower | Year 12 |
| per hour | per hour |
| \$ | \$ |
| 9.47 | 10.44 |

(e) AQF Certificate Level IV traineeships

- (i) Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

| Wage level | First year of traineeship | Second and subsequent years of traineeship |
|--------------|---------------------------|--|
| | per hour | per hour |
| | \$ | \$ |
| Wage Level A | 20.01 | 20.79 |
| Wage Level B | 19.29 | 20.04 |
| Wage Level C | 17.57 | 18.24 |

(f) Calculating the actual minimum wage

- (i)** Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses D.5.2(a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.
- (ii)** Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses D.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.
- (iii)** Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses D.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

D.5.3 Other minimum wage provisions

- (a)** An employee who was employed by an employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.
- (b)** If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

D.5.4 Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by clause D.7 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

D.6 Employment conditions

- D.6.1** A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.

D.6.2 A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.

D.6.3 Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.

Note: The time to be included for the purpose of calculating the wages for part-time trainees whose approved training is fully off-the-job is determined by clause D.5.2(f)(ii) and not by this clause.

D.6.4 Subject to clause D.3.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.

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D.7 Allocation of Traineeships to Wage Levels

Parties are asked to review the packages listed to ensure the lists are complete and up-to-date.

The wage levels applying to training packages and their AQF certificate levels are:

D.7.1 Wage Level A

| Training package | AQF certificate level |
|--|-----------------------|
| Aeroskills | II |
| Aviation | I II III |
| Beauty | III |
| Business Services | I II III |
| Chemical, Hydrocarbons and Refining | I II III |
| Civil Construction | III |
| Coal Training Package | II III |
| Community Services | II III |
| Construction, Plumbing and Services Integrated Framework | I II III |
| Correctional Services | II III |
| Drilling | II |

| Training package | AQF certificate level |
|--|--|
| | III |
| Electricity Supply Industry—Generation Sector | II III (in Western Australia only) |
| Electricity Supply Industry—Transmission, Distribution and Rail Sector | II |
| Electrotechnology | I II III (in Western Australia only) |
| Financial Services | I II III |
| Floristry | III |
| Food Processing Industry | III |

| Training package | AQF certificate level |
|---|-----------------------|
| Gas Industry | III |
| Information and Communications Technology | I II III |
| Laboratory Operations | II III |
| Local Government (other than Operational Works Cert I and II) | I II III |
| Manufactured Mineral Products | III |
| Manufacturing | I II III |
| Maritime | I II III |
| Metal and Engineering (Technical) | II III |
| Metalliferous Mining | II III |
| Museum, Library and Library/Information Services | II III |
| Plastics, Rubber and Cablemaking | III |
| Public Safety | III |
| Public Sector | II III |

| Training package | AQF certificate level |
|--|-----------------------|
| Pulp and Paper Manufacturing Industries | III |
| Retail Services (including wholesale and Community pharmacy) | III |
| Telecommunications | II III |
| Textiles, Clothing and Footwear | III |
| Tourism, Hospitality and Events | I II III |
| Training and Assessment | III |
| Transport and Distribution | III |
| Water Industry (Utilities) | III |

D.7.2 Wage Level B

| Training package | AQF certificate level |
|-----------------------------------|-----------------------|
| Animal Care and Management | I II III |
| Asset Maintenance | I II III |
| Australian Meat Industry | I II III |
| Automotive Industry Manufacturing | II III |

| Training package | AQF certificate level |
|--|-----------------------|
| Automotive Industry Retail, Service and Repair | I II III |
| Beauty | II |
| Caravan Industry | II III |
| Civil Construction | I |
| Community Recreation Industry | III |
| Entertainment | I II III |
| Extractive Industries | II III |
| Fitness Industry | III |
| Floristry | II |
| Food Processing Industry | I II |
| Forest and Forest Products Industry | I II III |
| Furnishing | I II III |
| Gas Industry | I II |
| Health | II |

| Training package | AQF certificate level |
|---|-----------------------|
| | III |
| Local Government (Operational Works) | I II |
| Manufactured Mineral Products | I II |
| Metal and Engineering (Production) | II III |
| Outdoor Recreation Industry | I II III |
| Plastics, Rubber and Cablemaking | II |
| Printing and Graphic Arts | II III |
| Property Services | I II III |
| Public Safety | I II |
| Pulp and Paper Manufacturing Industries | I II |
| Retail Services | I II |
| Screen and Media | I II III |
| Sport Industry | II III |

| Training package | AQF certificate level |
|---------------------------------|-----------------------|
| Sugar Milling | I II III |
| Textiles, Clothing and Footwear | I II |
| Transport and Logistics | I II |
| Visual Arts, Craft and Design | I II III |
| Water Industry | I II |

D.7.3 Wage Level C

| Training package | AQF certificate level |
|----------------------------------|-----------------------|
| Agri-Food | I |
| Amenity Horticulture | I II III |
| Conservation and Land Management | I II III |
| Funeral Services | I II III |
| Music | I II III |
| Racing Industry | I II III |
| Rural Production | I II III |
| Seafood Industry | I II III |

Schedule E—Supported Wage System

E.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

E.2 In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme

relevant minimum wage means the minimum wage prescribed in this award for the class of work for which an employee is engaged

supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au

SWS wage assessment agreement means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

E.3 Eligibility criteria

E.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

E.3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

E.4 Supported wage rates

E.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

| Assessed capacity (clause E.5) | Relevant minimum wage |
|---------------------------------------|------------------------------|
| % | % |
| 10 | 10 |
| 20 | 20 |
| 30 | 30 |
| 40 | 40 |
| 50 | 50 |
| 60 | 60 |
| 70 | 70 |
| 80 | 80 |
| 90 | 90 |

E.4.2 Provided that the minimum amount payable must be not less than \$80 per week.

E.4.3 Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

E.5 Assessment of capacity

E.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

E.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

E.6 Lodgement of SWS wage assessment agreement

- E.6.1** All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.
- E.6.2** All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

E.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

E.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

E.9 Workplace adjustment

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

E.10 Trial period

- E.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- E.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- E.10.3** The minimum amount payable to the employee during the trial period must be no less than \$80 per week.
- E.10.4** Work trials should include induction or training as appropriate to the job being trialled.

- E.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause E.5.

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Schedule F—2014 Part-day public holidays

This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the NES.

- F.1** Where a part-day public holiday is declared or prescribed between 7.00pm and midnight on Christmas Eve (24 December 2014) or New Year's Eve (31 December 2014) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a)** All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
 - (b)** Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
 - (c)** Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
 - (d)** Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
 - (e)** Excluding annualised salaried employees to whom clause F.1(f) applies, where an employee works any hours between 7.00pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
 - (f)** Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00pm and midnight.
 - (g)** An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause F.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

This schedule is not intended to detract from or supplement the NES.

This schedule is an interim provision and subject to further review.

Schedule G—Definitions

In this award, unless the contrary intention appears:

Act means the *Fair Work Act 2009* (Cth)

defined benefit member has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth)

employee means national system employee within the meaning of the Act

employer means national system employer within the meaning of the Act

exempt public sector superannuation scheme has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

MySuper product has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

NES means the National Employment Standards as contained in [sections 59 to 131](#) of the *Fair Work Act 2009* (Cth)

on-hire means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client

small business employer is defined in the Act as an employer that employs fewer than 15 employees. The way that the number of employees is calculated is set out in [s.23](#) of the Act.

standard rate means the minimum weekly wage for a Storeworker grade 4 in clause 10.1

steel distributing employee means an employee working for an employer at a site in or in connection with receiving, unloading, storing, packing, sorting, handling, cutting material to order, preparation for dispatch, loading and dispatch of steel or any similar material

storage services and wholesale industry means the receiving, handling, storing, freezing, refrigerating, bottling, packing, preparation for sale, sorting, loading, dispatch, delivery, or sale by wholesale, of produce, goods or merchandise as well as activities and processes connected, incidental or ancillary

wholesale means the sale of commodities in large quantities other than to final consumers