

SUMMARY OF SUBMISSIONS

This summary of submissions has been updated to include a summary of submissions received in accordance with the [Directions](#) issued by Deputy President Clancy on 14 December 2016. This document was revised on 17 February 2017 and again on 10 October 2017

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
1.	NFF	Sub – 14/4/2016	1.2		Title and commencement Seek removal of reference to commencement of the award ‘as varied’ from 1 January 2010 to avoid misunderstanding that the variation commenced operation on 1 January 2010. Clause should read: ‘this modern award commenced operation on 1 January 2010’.	p.2	AGREED – delete “as varied”, see 1 June 2016 (Transcript) [PN457- PN458] and and 6 June 2016 (Transcript) [PN58].
	AWU	Reply sub – 5/5/2016			Not opposed to NFF.	p.1	
	AIG	Reply sub – 8/5/2016			Agree with NFF’s submission. Amendment should be made.	p. 75	
2.	NFF	Sub – 14/4/2016	1.4		Title and commencement Placement of the definition section at the end of the award is more complex and contrary to modern awards objectives.	p.3	REFERRED – Issue to be dealt with Plain Language Full Bench see [2017] FWCFB 3433 [333]
	SAWIA	Reply sub – 5/5/2016			No fixed view about location of definitions, but seek consistency in format across all modern awards.	p.3	
	AWU	Reply sub – 5/5/2016			Satisfied with current approach. Amendment not necessary	p.2	
	AIG	Reply sub – 8/5/2016			No difficulty locating definitions in schedule attached toED..	p.75	

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3.	NFF	Sub— 14/4/2016	2.1		National Employment Standards and this award NES is a defined term, and for consistency with s.61 of Act, clause 2.1 should be amended as follows: ‘The National Employment Standards (NES) and entitlements in this award contain the minimum conditions <i>that apply to the</i> of employment for of employees covered by this award.’	p.3	WITHDRAWN – see 1 June 2016 (Transcript) [PN469-PN477] and 6 June 2016 (Transcript) [PN46 and PN65-66]
	AWU	Reply sub— 5/5/2016			Provisions have already been determined in [2014] FWCFB 94122 at [21] to [29]. Opposes amendment as would conflate the concept of an award ‘covering’ employees and an award ‘applying’ to employees, which is an important distinction.	p.2	
	AIG	Reply sub— 8/5/2016			Do not oppose NFF’s submission regarding references to NES in full.	p.75	
4.	NFF	Sub – 14/4/2016	2.3		National Employment Standards and this award To reflect current terms of award, and cover broader range of situations, clause should be amended as follows: ‘The employer must ensure that copies of the <i>this</i> 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 <i>other</i> accessible electronic means.’	p.3	AGREED – Parties to adopt AiG wording at para [369] of AiG submission, see 1 June 2016 (Transcript) and 6 June 2016 (Transcript) [PN69-PN74].

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	SAWIA	Reply sub – 5/5/2016			Opposes variation. Unaware of practical difficulties (for prolonged period of time) with current clause.	p.3	
	AIG	Reply sub – 8/5/2016			Opposes specific amendment proposed by NFF given proposed deletion of reference to “electronic means”. There is merit in express clarification that it is sufficient to make document available by electronic means. Proposes new clause (see submission [369]). If clause amended, consistent approach should be adopted across all awards.	p.75	
5.	United Voice	Sub – 15/4/2016	3		Coverage Clause reproduces definitions of ‘the Act’ and ‘the Wine Industry’, which are already contained in Schedule H. Definitions should be removed as it is unnecessary and potentially confusing.	p.1	WITHDRAWN – see 1 June 2016 (Transcript) [PN495-PN496] and 6 June 2016 (Transcript) [PN46 and PN75-PN76]
6.	NFF	Sub – 14/4/2016	3.2		‘Wine industry’ is defined in Schedule H – clause 3.2 should be deleted.	p.4	AGREED – “wine industry” should not be duplicated, if definition is in coverage clause then it should be deleted from Schedule H, see 1 June 2016 (Transcript) [PN497] and Report to the Full Bench
	AWU	Reply sub – 5/5/2016			Notes some merit to suggestions of NFF, however will not necessarily provide clarity. Provisions should not be amended	p.2	
	AIG	Reply sub – 8/5/2016			Not opposed to deletion of definition of wine industry from either clause 3.2 or schedule H to avoid duplication. NFF’s submission about definition of “wine industry” in other awards should be dealt with in context of those awards.	p.76	

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7.	NFF	Sub – 14/4/2016	3.3		Coverage Should be amended to include reference to the ‘wine industry’ (which is a defined term) as opposed to the industry ‘set out in clauses 3.1 and 3.2’ for simplicity. Proposed amendment in submission.	p.4	AGREED - Reference to “the industry” should be changed to “the wine industry”, see 1 June 2016 (Transcript) [PN521-PN524] and 6 June 2016 (Transcript) [PN78-PN79].
	AWU	Reply sub – 5/5/2016			Notes some merit to suggestions of NFF, however will not necessarily provide clarity. Provisions should not be amended.	p.2	
	SAWIA	Reply sub – 5/5/2016			Opposes amendment. No need to insert reference to ‘horticulture industry’.	p.4	
	AIG	Reply sub – 8/5/2016			Not opposed to amendment proposed by NFF.	p.76	
	AWU	Sub-18/1/2017			Still opposed.	Para 2.3	
8.	NFF	Sub – 14/4/2016	3.4		Coverage Should be amended to include reference to the ‘wine industry’ (which is a defined term) as opposed to the industry ‘set out in clauses 3.1 and 3.2’ for simplicity. Proposed amendment in submission.	p.4	AGREED – change reference to “the industry” to “wine industry” and the word “the” should be inserted after the word “of”, see 1 June 2016 (Transcript) [PN525-PN536], 6 June 2016 (Transcript) [PN82-PN83] and Report to Full Bench .
	AWU	Reply sub – 5/5/2016			Notes some merit to suggestions of NFF, however will not necessarily provide clarity. Provisions should not be amended.	p.2	
	AIG	Reply sub – 8/5/2016			Do not agree with change proposed by NFF that would result in deletion of words “and/or parts of industry”. Words are required for clarity of coverage.	p.76	

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					Deletion may result in interpretation that apprentices or trainees must be engaged in every part of the industry. This would be a substantive change. Clause is standard across many awards.		
	AWU	Sub-18/1/2017			Still opposed.	Para 2.3	
9.	ABI&NS WBC	Sub – 15/4/2016	3.5(a)		Coverage Reference to the <i>Fair Work Act 2009</i> should be replaced with ‘the Act’ as per the definitions section.	p.20	AGREED – references to the FW Act 2009 should be replaced by “the Act”, see 1 June 2016 (Transcript) [PN538-PN539] and 6 June 2016 (Transcript) [PN46-PN56] and Report to the Full Bench
	NFF	Sub – 14/4/2016			Reference to <i>Fair Work Act 2009</i> unnecessary as the Act is defined.	p.4	
	AWU	Reply sub – 5/5/2016			Notes some merit to suggestions of NFF, however will not necessarily provide clarity. Provisions should not be amended	p.2	
	AIG	Reply sub – 8/5/2016			Agree with amendment proposed by NFF, UV and ABI & NSWBC.	p.77	
	AWU	Sub-18/1/2017			Still opposed.	Para 2.3	
10.	NFF	Sub – 14/4/2016	5		Facilitative provisions Term is an unnecessary duplication and inconsistent with the modern award objection. If maintained, amend to reflect all terms of award that give parties capacity to agree on award variations, e.g. Individual Flexibility Arrangements. Proposed amendment in submission.	pp.4–5	AGREED – add clause 6.6(c)(iii) at clause , 1 June 2016 (Transcript) [PN540-PN569], 6 June 2016 (Transcript) [PN84-PN93], and Report to Full Bench .

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	AWU	Reply sub – 5/5/2016			No need to depart from the general approach in the ED – issue has been determined in ([2014] FWCFB 9412 at [37] - [43]). Not appropriate to refer to the Award Flexibility clause because it operates independently to the facilitative provisions and on different terms. Not helpful to refer to the casual conversion clause – this operates according to its terms as opposed to a facilitative arrangement.	p.3	
	NFF	Sub – 16/06/2016			Party has provided a revised table of proposed facilitative provisions.	Page 1	
	AWU	Sub-18/1/2017			Still opposed.	Para 2.3	
11.	AIG	Reply sub – 8/5/2016	5.1		Facilitative provisions Changes proposed by NFF are not necessary. Text reflects earlier decision [2014] FWCFB 9412 at [37] – [43] of Commission and has been adopted widely.	p.77	WITHDRAWN – see 1 June 2016 (Transcript) [PN570-PN580] and 6 June 2016 (Transcript) [PN46 and PN85].
12.	AIG	Reply sub – 8/5/2016	5.2		Facilitative provisions Model flexibility term not a facilitative provision in sense contemplated by cl 5.1. Reference should not be inserted into clause 5.2 as proposed by NFF.	p.77	WITHDRAWN – see 1 June 2016 (Transcript) [PN570-PN580] and 6 June 2016 (Transcript) [PN46 and PN85].

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13.	AIG	Sub – 15/4/2016	6.4(a)(i)		Part-time employees Provision should be amended to refer to <u>ordinary</u> hours for the purposes of making clear that a part-time employee is effectively one who works less than full-time ordinary hours.	p.106	AGREED – insert “ordinary” before “hours”, see 1 June 2016 (Transcript) [PN581-PN582], 6 June 2016 (Transcript) [PN94-PN95], and Report to Full Bench .
	AWU	Reply sub – 5/5/2016			Should be amended to read ‘works up to 38 <u>ordinary</u> hours per week’	p.1	
	SAWIA	Reply sub – 5/5/2016			Does not oppose proposed amendment.	p.4	
	NFF	Reply sub – 5/5/2016			Opposes proposed amendment to insert ‘ordinary’. Definitional clauses should not deal with rates of pay. Rates should be dealt with in other parts of the award.	p.2	
	AWU	Reply sub – 5/5/2016			AIG submissions consistent with para [4] of AWU submissions dated 17/4/16.		
	AIG	Reply sub – 8/5/2016			Amendment proposed by AWU should be made.	p.78	
14.	NFF	Sub – 14/4/2016	6.4(c)		Types of employment Clause inconsistent with piecework arrangements in cl.12. Should be amended to clarify part-time pieceworkers are paid on a different (non-time worked) basis. Proposed amendment in submission.	p.5.	AGREED – insert “prescribed in clause 10”, see 1 June 2016 (Transcript) [PN583-PN599], 6 June 2016 (Transcript) [PN96-PN99], and Report to Full Bench
	SAWIA	Reply sub – 5/5/2016			Oppose proposed amendment. Current provisions re part-time and casual work do not contain reference to pieceworkers, and this has not caused any difficulties	p.4	

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					given the operation of cl 23 (new cl 12.3 in the ED).		
	AWU	Reply sub – 5/5/2016			Amendment is unnecessary given operation of cl. 12.3	p.3	
	AFEI	Reply sub – 6/5/2016			Does not oppose NFF proposal. Pieceworkers remunerated other than by an hourly rate.	p.7	
	AIG	Reply sub – 8/5/2016			Supports NFF’s proposed amendment.	p.78	
	AWU	Sub-18/1/2017			Still opposed.	Para 2.3	
15.	NFF	Sub – 14/4/2016	6.5(a)		Types of employment Clauses inconsistent with piecework arrangements in cl. 12. Requires amendment in line with approach taken in other agricultural sector awards where piecework rates are payable. Proposed amendment in submission.	p.5	AGREED – insert words “as a casual employee” after the word “hour”, see 1 June 2016 (Transcript) [PN599-PN600], 6 June 2016 (Transcript) [PN100-PN101], and Report to Full Bench
	AWU	Reply sub – 5/5/2016			Not opposed to amendment suggested	p.3	Parties had previously agreed on wording for Clause 6.5(a). ED should be amended to read “ <i>A casual employee is an employee who is engaged and paid as a casual employee</i> ” – Report to Full Bench 25 August 2016
	AFEI	Reply sub – 6/5/2016			Does not oppose proposed amendment by NFF. Pieceworkers are remunerated other than in accordance with an hourly rate.	p.7	
	AIG	Reply sub – 8/5/2016			Does not oppose NFF’s proposed amendment.	p.78	
	United Voice	Sub-10/10/2016			Clause 6.5(a) should read: “ <i>A casual employee is an employee who is engaged and paid as a casual employee</i> ”, as proposed by NFF and agreed to by all parties on 1 June 2016.	p.1	

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16.	NFF	Sub – 14/4/2016	6.5(b)		Types of employment Clauses inconsistent with piecework arrangements in cl. 12. Requires amendment in line with approach taken in other agricultural sector awards where piecework rates are payable. Proposed amendment in submission.	p.5	AGREED – Insert the following wording: “Except in the case of pieceworkers, for each ordinary hour worked, a casual employee must be paid...”, – Report to Full Bench 25 August 2016
	AFEI	Reply sub – 6/5/2016			Does not oppose NFF proposal. Pieceworkers are remunerated other than by an hourly rate.	p.7	
	SAWIA	Reply sub – 5/5/2016			Opposes proposed amendment. Current provisions re part-time and casual work do not contain reference to pieceworkers, and this has not caused any difficulties given the operation of cl 12.3 ED.	p.4	
	AWU	Reply sub – 5/5/2016			Exclusion unnecessary given operation of cl. 12.3.	p.3	
	AIG	Reply sub – 8/5/2016			Does not oppose NFF’s proposed amendment.	p.78	
	AWU	Sub-18/1/2017			Still opposed.	Para 2.3	
	17.	NFF			Sub – 14/4/2016	6.6	
NFF		Reply sub – 5/5/2016	Refers to earlier comments and note this issue is the subject of other common issue proceedings.	p.3			

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	AFEI	Reply sub – 6/5/2016			Agrees with AIG and NFF. Clause should mirror current award pending outcome of the casual and part-time common issues.	p.7	PN108]
	AWU	Reply sub – 5/5/2016			Accepts on a general level that substantive changes should not be made to the current casual conversion provisions at this stage.	p.4	
18.	AIG	Sub – 15/4/2016	6.6(a)		Eligible casual employee Unclear why there is a reference to ‘six months’; and the clause does not clearly state that the right to elect arises after the passage of 12 months as per clause 6.6(a)(ii) . Clause should read: ‘An eligible casual employee has the right, after the 12 month period described in clause 6.6(a)(ii), to elect to have their contract ...’.	p.108	REFERRED – This issue has been parked until the Part-time and Casuals issue in AM2014/196 and AM2014/197 have been determined, see 1 June 2016 (Transcript) PN607- PN624] and 6 June 2016 (Transcript) [PN104- PN108]
	AWU	Sub – 15/4/2016			Reference to six months should be amended to 12 months.	p.1	
	AFEI	Reply sub – 6/5/2016			Agrees with AWU submissions.	p.7	
	ABI&NS WBC	Reply sub – 6/5/2016			Agrees with AWU submission.	p.13	
	AIG	Reply sub – 8/5/2016			Agrees with AWU submission.	p.78	
	AWU	Sub-18/1/2017			Still pursuing claim. Notes item has been agreed to or not otherwise opposed by other parties.	Para 2.1	

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19.	AIG	Reply sub – 8/5/2016	6.6(a)(i)		Refer to NFF’s submission – do not oppose reversion to current definition of “irregular” casual employee.	p.78	REFERRED – This issue has been parked until the Part-time and Casuals
20.	AIG	Sub – 15/4/2016	6.6(a)(ii)		<p>Eligible casual employee</p> <p>Three issues identified as the clause:</p> <ul style="list-style-type: none"> - does not require the sequence of periods of employment be by one particular employer; - does not require a sequence of periods of employment be by one employer under the <i>Wine Industry Award 2010</i>; and - requires the sequence of periods, when added together, to equate to 12 months – which is a substantial deviation from the current clause. <p>Recommend replacing current term with ‘(ii) who is engaged by a particular employer for a sequence of periods of employment under this award during a period of 12 months; and’</p>	pp.106–107	issue in AM2014/196 and AM2014/197 have been determined, see 1 June 2016 (Transcript) PN607-PN624] and 6 June 2016 (Transcript) [PN104-PN108]
	SAWIA	Reply sub – 5/5/2016					

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21.	AIG	Sub – 15/4/2016	6.6(a)(iii)		Eligible casual employee Deviates from existing clause by requiring that employment continue beyond the ‘period of 12 months’. Current wording should be retained.	pp.107-108	REFERRED – This issue has been parked until the Part-time and Casuals issue in AM2014/196 and AM2014/197 have been determined, see 1 June 2016 (Transcript) PN607-PN624] and 6 June 2016 (Transcript) [PN104-PN108]
	SAWIA	Reply sub – 5/5/2016			Agrees with proposal given the altered wording results in substantive change (subject to proceedings in Part-time and Casuals Full Bench).	p.4	
22.	AIG	Sub – 15/4/2016	6.6(b)(i)		Notice and election of casual conversion Consistent with current cl 13.5(b), cl 6.6(b)(i) should be amended to refer to ‘the twelve month period’.	p.108	REFERRED – This issue has been parked until the Part-time and Casuals issue in AM2014/196 and AM2014/197 have been determined, see 1 June 2016 (Transcript) PN607-PN624] and 6 June 2016 (Transcript) [PN104-PN108]
	AWU	Reply sub – 5/5/2016			Casual conversion Reference to six months should be amended to 12 months.	p.1	
	AFEI	Reply sub – 6/5/2016			Agrees with AWU submissions.	p.7	
	ABI&NS WBC	Reply sub – 6/5/2016			Agrees with AWU submission.	p.13	
	AIG	Reply sub – 8/5/2016			Agrees with AWU submission.	p.78	
	AWU	Sub-18/1/2017			Still pursuing claim. Notes item has been agreed to or not otherwise opposed by other parties.	Para 2.1	

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23.	NFF	Sub – 14/4/2016	6.6(b)(iii)		Casual conversion Use of ‘may’ implies requirement to give notice, or certain period of notice, not mandatory. Variation necessary to clarify employees are required to give a minimum of four weeks’ notice.	p. 6.	REFERRED – This issue has been parked until the Part-time and Casuals issue in AM2014/196 and AM2014/197 have been determined, see 1 June 2016 (Transcript) PN607-PN624] and 6 June 2016 (Transcript) [PN104-PN108]
	AIG	Reply sub – 8/5/2016			Change proposed by NFF not necessary – provision sufficiently clear.	p.80	
24.	AIG	Sub – 15/4/2016	6.6(c)(iv)		Full-time or part-time conversion Second cross reference in clause 6.6(c)(iv) should be to clause 6.6(d)(i) rather than to clause 6.6(b)(iii)	p.108	REFERRED – Issue parked until the Part-time & Casuals issue in AM2014/196 & AM2014/197 is determined, see 1 June 2016 (Transcript) PN607-PN624] and 6 June 2016 (Transcript) [PN104-PN108]
25.	AIG	Sub – 15/4/2016	8.1-8.4		Ordinary hours of work and rostering Unclear that clauses 8.1-8.4 are intended to apply to day workers and shiftworkers. New subheading referring to day workers and shiftworkers should be inserted, or shiftwork provisions moved to cl 8.	p.109	AGREED – insert AWU’s proposed wording at start of clause 8 – Report to Full Bench 25 August 2016 .
	SAWIA	Reply sub – 5/5/2016			Agrees with AIG.	p.4	
	NFF	Reply sub –			Location of shiftwork provisions should	p.3	

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		5/5/2016			be considered in conference.		
	AWU	Reply sub – 5/5/2016			Propose to insert the following at start of cl.8: ‘The following provisions in clause 8 apply to day workers and shift workers except for clause 8.5’.	p.4	
	AWU	Sub-18/1/2017			Still pursuing claim.	Para 2.1	
26.	AIG	Sub – 15/4/2016	8.2		Provision does not meet s147 of Act. Should be amended as follows: ‘...an average of <u>up to</u> 38 hours per week’.	p.109	AGREED – insert the words “up to” after the word “of, see 1 June 2016 (Transcript) [PN649-654], 6 June 2016 (Transcript) [PN112-PN113] and Report to the Full Bench .
	NFF	Reply sub – 5/5/2016			Agree with AIG proposal.	p.3	
	AWU	Reply sub – 5/5/2016			Agree weekly ordinary hours for casuals not clear. Do not oppose proposed amendment.	p.4	
27.	AIG	Sub – 15/4/2016	8.5(a)(i) 8.5(a)(ii)		Ordinary hours of work – day workers Clause removes mandatory requirement and is permissive in nature, creating confusion in the context of ordinary hours of work and overtime. Suggest replacing the word ‘may’ with ‘are to’.	pp.109-110.	AGREED – the word “may” should be changed to “are to”, see 1 June 2016 (Transcript) [PN649-654], 6 June 2016 (Transcript) [PN114-PN115] and Report to the Full Bench .
	NFF	Reply sub – 5/5/2016			Supports submission. Retention of wording in current award would achieve desired result.	p.3	
	AWU	Reply sub – 5/5/2016			Do not oppose AIG.	p.4	

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28.	AIG	Sub – 15/4/2016	8.5(b)(i)		Vineyard employees during vintage Clause defines the term ‘vintage’ for the purposes of ‘this clause’ - even though the definition is also relevant to clause 8.5(a)(ii). Substitute ‘this clause’ with ‘clause 8.5’ to clarify application.	p.110.	AGREED – the words “this clause” should be changed to “clause 8.5”, see 1 June 2016 (Transcript) [PN649-654], 6 June 2016 (Transcript) [PN116-PN124] and Report to the Full Bench.
	SAWIA	Reply sub – 5/5/2016			Agrees with AIG.	p.4	
	NFF	Reply sub – 5/5/2016			Agrees with AIG.	p.3	
	AWU	Reply sub – 5/5/2016			Not opposed.	p.4	
	AIG	Reply sub – 8/5/2016			Do not agree with NFF’s proposal to move definition of ‘vintage’ to Schedule H. Definition of “vintage” only applies to the term as it appears in this clause.	p.80	
	NFF	Sub – 14/4/2016			Vineyard employees during vintage Definition of ‘vintage’ should be moved to definitions section.	p.2	
	SAWIA	Reply sub – 5/5/2016			Oppose proposal to move definition of ‘vintage’ to definitions section. Removal of key definition from a crucial provision would result in confusion and lead to inadvertent contraventions. Notes that ‘vintage’ is used in other parts of the award and has different purpose/meaning.	p. 4	

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29.	AWU	Sub – 15/4/2016	8.5(b)(iii)		Vineyard employees during vintage <i>Parties are asked whether clause 8.5(b)(iii) is still relevant – see [2013] FWC 9683 [para 35]</i>	p.1	AGREED – delete this clause, see 1 June 2016 (Transcript) [PN655-PN657], 6 June 2016 (Transcript) [PN127-PN126] and Report to the Full Bench .
	United Voice	Sub – 15/4/2016			The utility of this provision has ended and it should be deleted.	p.1	
	ABI&NS WBC	Sub – 15/4/2016			Clause no longer relevant and can be removed.	pp.20–21	
	SAWIA	Sub – 14/4/2016			Clause no longer relevant given the cited period of vintage would have been completed by June 2014, and comments in [2013] FWC 9683.	p.1	
	NFF	Sub – 14/4/2016			Clause is a transitional provision which no longer has any application and should therefore be removed.	p.6	
	NFF	Reply sub – 5/5/2016			Unclear if clause relevant. If retained, reference to clause 28.2(d)(ii) is incorrect - should be 28.2(d)(i).	p.3	
	AFEI	Reply sub – 6/5/2016			Refer to earlier submissions dated 14/4/16	p.7	
	AWU	Reply sub – 5/5/2016			Does not oppose deletion of subclause.	p.3 and p.5	
	AIG	Reply sub – 8/5/2016			Agree provision should be deleted		
	AWU	Sub-18/1/2017			Does not oppose provision being deleted.		
					Still pursuing claim.	Para 2.1	

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30.	AIG	Sub – 15/4/2016	8.6		Methods of arranging ordinary working hours Unclear that provision is intended to apply to day workers and shiftworkers, as shiftwork provisions appear separately at clause 18.2. Suggest the subheading refer to day workers and shiftworkers, or the shiftwork provisions be moved to clause 8.	p.110	AGREED – insert AWU’s proposed wording at start of clause 8 – Report to Full Bench 25 August 2016 .
	SAWIA	Reply sub – 5/5/2016			Agrees with AIG.	p.5	
	AWU	Reply sub – 5/5/2016			Proposes insertion of the following at the start of cl.8: ‘The following provisions in clause 8 apply to day workers and shift workers except for clause 8.5’.	p.4	
	AWU	Sub-18/1/2017			Still pursuing claim.	Para 2.1	
31.	AIG	Sub – 15/4/2016	8.7		Daylight savings Unclear that provision is intended to apply to day workers and shiftworkers, as shiftwork provisions appear separately at clause 18.2. Suggest the subheading refer to day workers and shiftworkers, or the shiftwork provisions be moved to clause 8.	p.111	OUTSTANDING - AiG to consider AWU proposal and report back their position, see 1 June 2016 (Transcript) [PN658-PN661], 6 June 2016 (Transcript) [PN129-PN130] and Report to the Full Bench .
	AWU	Reply sub – 5/5/2016			Proposes insertion of the following at the start of cl.8: ‘The following provisions in clause 8 apply to day workers and shift workers except for clause 8.5’.	p.4	

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32.	AIG	Sub – 15/4/2016	8.8		Make-up time Unclear that provision is intended to apply to day workers and shiftworkers, as shiftwork provisions appear separately at clause 18.2. Suggest the subheading refer to day workers and shiftworkers, or the shiftwork provisions be moved to cl. 8.	p.111	AGREED – insert AWU’s proposed wording at start of clause 8 – Report to Full Bench 25 August 2016 .
	AWU	Reply sub – 5/5/2016			Proposes insertion of the following at the start of cl.8: ‘The following provisions in clause 8 apply to day workers and shift workers except for clause 8.5’.	p.4	
	AWU	Sub-18/1/2017			Still pursuing claim.	Para 2.1	
33.	AIG	Sub – 15/4/2016	9.2(a)		Meal break – shiftworkers A full-stop should be inserted at the conclusion of clause 9.2(a).	p.111	AGREED – insert a full-stop at the end of clause, see 1 June 2016 (Transcript), 6 June 2016 (Transcript) [PN133-PN134] and Report to the Full Bench .
	AWU	Reply sub – 5/5/2016			Agree with AIG.	p.4	
34.	NFF	Sub – 14/4/2016	9.3		Overtime meal break Clause less clear than current award. Amend to reflect current term.	p.6	AGREED – change wording to “prior to commencing overtime – paid at the rate then applying to the employee for ordinary hours of work”, see 1 June 2016 (Transcript) [PN663], 6 June 2016 (Transcript)
	AWU	Reply sub – 5/5/2016			Satisfied with drafting of Exposure Draft subject to submissions raised at paras [7] to [9] of AWU submissions dated 17/4/16.	p.3	
	AIG	Reply sub – 8/5/2016			Does not oppose retention of current terms.	p.80	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	AWU	Sub-18/1/2017			Still pursuing claim.	Para 2.1	[PN135-PN136] and Report to the Full Bench .
35.	AWU	Sub – 15/4/2016	9.3(a) 9.4		Overtime meal break and working through meal break The linking of these penalties to the ‘minimum hourly rate’ will result in a substantive reduction to current conditions for shiftworkers. Weekend penalty rates and shift loadings are not included in the 2 minimum hourly rate as defined. Instead, definition of ‘applicable rate of pay’ as developed by the Full Bench in relation to the Manufacturing and Associated Industries and Occupations Award 2016 should be used.	pp.1-2	AGREED – adopt the wording proposed by AiG in its reply submission for clause 9.3(a) <u>only</u> but second issue relating to clause 9.4 is <u>not</u> resolved, see 6 June 2016 (Transcript) [PN137-PN152] and Report to the Full Bench .
	SAWIA	Reply sub – 5/5/2016			Opposes proposal. Term unfamiliar to wine industry employers and will likely result in increased costs, and cause confusion and disputation.	p.5	OUTSTANDING – wording of Clause 9.4 is not yet agreed – Report to Full Bench 25 August 2016 .
	NFF	Reply sub – 5/5/2016			Does not support proposal. Clause should remain unaltered to avoid changing meaning of the provision.	p.3	
	AIG	Reply sub – 8/5/2016			Opposes AWU proposal. Proposes clause read: “(a) prior to commencing overtime – paid at the employee’s minimum hourly rate then applying to the employee for ordinary hours of work”.	p.80	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					Strongly opposes AWU proposal to insertion of term “applicable rate of pay” and accompanying definition. AWU proposal would cause loading to apply upon a rate that already incorporates other penalties and loadings. Clause 9.4 should not be amended.		
	AWU	Sub-18/1/2017			Still pursuing claim.	Para 2.2	
	United Voice	Sub-20/1/2017			Clause 9.3 should be amended by deleting the words ‘of the minimum hourly rate’. Provides basis for claim.	Paras 6-23	
	AIG	Replysub-03/02/2017			Opposes UV’s position. Provides basis for claim.	Paras 4-34	
	SAWIA	Replysub-06/02/2017			Responds to UV submission of 20/1/2017. Supports wording in cl 9.4 of ED.	pp.2-3	
	NFF	Replysub-06/02/2017			Still opposed. Supports ED wording. Provides basis for claim.	Paras 3-9	
36.	AIG	Sub – 15/4/2016	10.1		Minimum wages Provision confusing as could be read as requiring payment of minimum weekly wage to all adult employees, including part-time and casual employees. Arguably clause 6.4(a)(ii) may provide guidance as to the intent of the provision, but for the sake of clarity clause 10.1 should be amended to indicate the	pp.111-112	AGREED – insert the words “full-time employees” in brackets under the words “minimum weekly wage”, see 1 June 2016 (Transcript) [PN701-PN751], 6 June 2016 (Transcript) [PN153-

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					minimum weekly rate only applies to full-time employees, e.g. by including '(full-time employees)' below 'minimum weekly rate' in the second column of 10.1.		PN154] and Report to the Full Bench.
	NFF	Reply sub – 5/5/2016			Clause clear that the rates contained in the table at cl 10.1 are the rates an employee would receive for performing 30 hours of work.	p.3	
	AWU	Reply sub – 5/5/2016			Issue adequately addressed by cl.10.2.	p.4	
	AWU	Sub-18/1/2017			Still opposed.	Para 2.3	
37.	AWU	Sub – 15/4/2016	10.2		Minimum wages Amend to read: '... which an employee would receive for performing 38 ordinary hours of work'.	p.2	AGREED – insert “ordinary” before “hours”, see 1 June 2016 (Transcript) [PN751-PN752], 6 June 2016 (Transcript) [PN155-PN156] and Report to the Full Bench.
	SAWIA	Reply sub – 5/5/2016			Not opposed to AWU proposal.	p.5	
	AIG	Reply sub – 8/5/2016			Not opposed to AWU proposal.	p.82	
	AWU	Sub-18/1/2017			Still pursuing claim.	Para 2.1	
38.	NFF	Sub – 14/4/2016	10.4		Wages and Allowances Cross reference incorrect in the comparison table of the award and the ED – should refer to cl 10.3(a).	p.6	WITHDRAWN – see 1 June 2016 (Transcript) [PN752-PN754] and 6 June 2016 (Transcript) [PN46 and PN157-PN158].
39.	AIG	Sub –	11.3(j)(iii)		Attending training	p.112	AGREED – adopt AiG

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
		15/4/2016			Clause no longer contains limitations about training, such that time spent attending any training will be regarded as time worked. Suggest reinserting the following words: ‘specified in, or associated with, the training contract’.		proposal at paragraphs [531] and [532] of its submission dated 15 April 2016 , see 1 June 2016 (Transcript) [PN756-PN759], 6 June 2016 (Transcript) [PN159-160] and Report to the Full Bench .
	SAWIA	Reply sub – 5/5/2016			Agrees with AIG.	p.5	
	NFF	Reply sub – 5/5/2016			Notes concerns and proposes the subclause refer to subclauses 11.3(j)(i) and (ii) for the avoidance of doubt. Example provided.	p.3	
	AWU	Reply sub – 5/5/2016			Not opposed.	p.4	
40.	United Voice	Sub – 2/3/2015		12	Part time employees Seeks variation to guarantee minimum of 15 hours per week to part time workers. Introduce requirement for 2 weeks’ notice of any agreed variation to a part time worker’s established pattern of hours in addition to variation being agreed.	p.1	WITHDRAWN – see 1 June 2016 (Transcript) [PN760-PN764] and 6 June 2016 (Transcript) [PN46 and PN161-PN163] and Report to the Full Bench .
41.	United Voice	Sub – 15/4/2016	12		Piece work rates Notes that all award parties agree the existing provisions are relatively clear, despite FWO’s concerns. Parties have proposed two alternatives for dealing with issue. Argues it would be far simpler if Full Bench constituted for the purposes of reviewing the Wine Industry Award	p.1	AGREED – no change is required in this clause, see 6 June 2016 (Transcript) [PN164-PN165] and Report to the Full Bench .

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					deal with matter based on the alternatives proposed by parties.		
	ABI&NS WBC	Reply sub – 6/5/2016			Refers to correspondence dated 27/7/15 and proposed amendment included therein. Submits this note provides clarity on the issue. Agrees with UV that it would be simpler for the Full Bench specifically deal with this matter.	p.13	
	AIG	Reply sub – 8/5/2016			May seek opportunity to be heard as to whether award should be varied regarding UV submission.	p.82	
42.	AIG	Sub – 15/4/2016	12.4		Piecework rates Clause does not cross reference clause 18.1, with the effect that a pieceworker is entitled to relevant penalty rates. This is a substantive change. Suggest inserting reference to clause 18.1.	pp.112-113	AGREED – reference to 18.1 should be inserted, see 1 June 2016 (Transcript) [PN822-PN856], 6 June 2016 (Transcript) [PN166-PN167] and Report to the Full Bench.
	NFF	Reply sub – 5/5/2016			Agrees with AIG.	p.3	
	SAWIA	Reply sub – 5/5/2016			Agrees with AIG.	p.5	
	AWU	Reply sub – 5/5/2016			Agrees with AIG.	p.4	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
43.	AIG	Sub – 15/4/2016	12.4(d)		Piecework rates Cross reference to clause 19.1, as opposed to clause 19, means that an employee on a piecework rate may be entitled to the rest period after overtime, call back and time off instead of payment for overtime. This is a substantive change. Suggest amending cross reference to clause 19.	p.113	AGREED – clause should be amended to read “clause 19 —Overtime”, see 1 June 2016 (Transcript) [PN822-PN856], 6 June 2016 (Transcript) [PN168-PN169] and Report to the Full Bench .
	NFF	Reply sub – 5/5/2016			Agrees with AIG.	p.3	
	SAWIA	Reply sub – 5/5/2016			Agrees with AIG.	p.5	
44.	AIG	Sub – 15/4/2016	12.6(d)		Piecework rates Clause does not cross reference clause 18.1, with the effect that a pieceworker is entitled to relevant penalty rates. This is a substantive change. Suggest inserting reference to clause 18.1.	p. 113	AGREED – a clause reference to clause 18.1 should be inserted, see 1 June 2016 (Transcript) [PN822-PN856], 6 June 2016 (Transcript) [PN170-PN171] and Report to the Full Bench .
	NFF	Reply sub – 5/5/2016			Agrees with AIG.	p.3	
	SAWIA	Reply sub – 5/5/2016			Agrees with AIG.	p.5	
	AWU	Reply sub – 5/5/2016			Agrees with AIG.	p.4	

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45.	AIG	Sub – 15/4/2016	12.6(d)(iv)		Piecework rates Cross reference to clause 19.1, as opposed to clause 19, means that an employee on a piecework rate may be entitled to the rest period after overtime, call back and time off instead of payment for overtime. This is a substantive change. Suggest amending cross reference to clause 19.	p. 114	AGREED – clause should be amended to read “clause 19 —Overtime”, see see 1 June 2016 (Transcript) [PN822-PN856], 6 June 2016 (Transcript) [PN172-PN173] and Report to the Full Bench .
	NFF	Reply sub – 5/5/2016			Agrees with AIG.	p.3	
	SAWIA	Reply sub – 5/5/2016			Agrees with AIG.	p.5	
46.	AIG	Sub – 15/4/2016	12.12		Piecework rates Consistent with the decision [2015] FWCFB 4658 [95] – [96], clause should be amended to insert words ‘of the minimum hourly rate’ after 200%.	p.114	AGREED – insert “of the minimum hourly rate” at end of clause, see 1 June 2016 (Transcript) [PN822-PN856], 6 June 2016 (Transcript) [PN174-PN175] and Report to the Full Bench .
	NFF	Reply sub – 5/5/2016			Agrees with AIG.	p.3	
	AWU	Reply sub – 5/5/2016			Not opposed.	p.4	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
47.	FWO	Corro - 2/3/2015		13.2 and 23.2	Piecework rate for Casuals Formula for calculating piecework rate does not refer to casual loading. Uncertain whether a casual worker being paid the piecework rate continues to be entitled to the 25% casual loading in clause 13.2 and if so, how the casual loading and piecework loading interact.	p.10	REFERRED – Part-time and Casuals Full Bench in AM2014/196 and AM2014/197 but parties agree that no change is required, see 1 June 2016 (Transcript) [PN857-PN863], 6 June 2016 (Transcript) [PN176-PN177] and Report to the Full Bench.
48.	SAWIA	Sub - 2/3/2015		13.3	Casual employment Seeks lower minimum engagement for casual employees.	p.1	REFERRED – Part-time and Casuals Full Bench in AM2014/196 and AM2014/197 , see 6 June 2016 (Transcript) [PN178-PN179] and Report to the Full Bench.
49.	AWU	Sub – 15/4/2016	16.2(d)		Wage related allowances Clause should be amended to refer to ‘applicable rate of pay’ as otherwise an employee working ordinary hours on a Sunday may drop to a lower rate when engaged in this type of work.	p.2	OUTSTANDING – Report to Full Bench 25 August 2016 .
	AFEI	Reply sub – 6/5/2016			Opposes use of term ‘applicable rate of pay’, ‘minimum rate of pay’ appropriate.	p.7	
	AIG	Reply sub – 8/5/2016			Opposes use of term “‘applicable rate of pay’”. Clause should not be amended.	p.82	
	AWU	Sub-18/1/2017			Still pursuing claim.	Para 2.2	

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	United Voice	Sub-20/1/2017			Words ‘150% of the minimum hourly rate’ should be deleted and ‘50% extra’ be inserted to maintain current award clause wording. Provides basis for submission.	Paras 24-32	
	AIG	Repliesub-03/02/2017			Opposes UV’s position. Provides basis for claim.	Paras 35-45	
	SAWIA	Repliesub-6/2/2017			Responds to UV’s submission of 20/1/2017. Wording provided in ED should be adopted.	p.3	
	NFF	Repliesub-06/02/2017			Still opposed. Supports ED wording. Provides basis for claim.	Paras 3-9	
50.	AIG	Sub – 15/4/2016	16.3(a)(ii)		Travel and expenses Clause 24.1(b) of current award applies when employee ‘compelled by their duties’ to spend night away; clause 16.3(a)(ii) of exposure draft applies when employee ‘required’ to spend night away. New clause less clear and potentially broader. Current wording should be retained.	p.114	AGREED – amend wording to “by their duties”, see 1 June 2016 (Transcript) [PN908-PN926], 6 June 2016 (Transcript) [PN182-PN183] and Report to the Full Bench .
	NFF	Sub – 14/4/2016			Clause less clear than current award. Should revert to language used in the current term.	p.6	
	NFF	Reply sub – 5/5/2016			Refer to submission dated 14/4/16	p.4	
	SAWIA	Reply sub – 5/5/2016			Agree with proposal.	p.5	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	AWU	Reply sub – 5/5/2016			Satisfied with drafting in the exposure draft.	p.3	
	AWU	Reply sub – 5/5/2016			Do not agree with proposal. Presumably employer will only require employee to spend a night away from home if required for their duties.	p.5	
	AIG	Reply sub – 8/5/2016			Agree with NFF’s submissions.	p.83	
	AWU	Sub-18/1/2017			Still opposed.	Para 2.3	
51.	SAWIA	Sub - 2/3/2015		New clause 17	Annualised salaries Seeks inclusion of annualised salary to enable employer to pay a salary in satisfaction of certain provisions of the award.	p.1	REFERRED – Annualised salaries Full Bench in AM2016/3 , see 1 June 2016 (Transcript) [PN927], 6 June 2016 (Transcript) [PN184-PN185] and Report to the Full Bench .
52.	AIG	Sub – 15/4/2016	18.1(c)		Day workers Clause does not specify that penalty applies when worker ‘required to work’ on public holiday, as in current award. This is a substantive change. Clause should specify its application only where worker ‘required’ to work.	p.115	AGREED – if the formatting was similar or reflected the “required to work” for public issues, this would fix the issue, see 1 June 2016 (Transcript) [PN927-PN966], 6 June 2016 (Transcript) [PN186-PN187] and Report to the Full Bench .
	NFF	Reply sub – 5/5/2016			Agree with AIG.	p.4	
	AWU	Reply sub –			Proposed amendment not necessary – ED	p.5	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
		5/5/2016			would need to be rewritten if it was considered necessary to exclude the operation of entitlements when employees voluntarily turn up at work.		
	AWU	Sub-18/1/2017			Still opposed.	Para 2.3	
52A.	AIG	Sub-31/10/2016	18.3(b)		Inconsistent terminology – refers to “shift allowances” but clause contains rates, not allowances. In clause 18.3(c)(ii), rates in 18.3(b) are referred to as “penalties”. Clause 20.4(b) refers to “shift loading”.	p.15	
53.	AWU	Sub – 15/4/2016	19.1(b)		Overtime Current provisions do not entitle a part-time employee to receive overtime rates when working in excess of their regular pattern of work agreed under clause 6.4 (b), which means they may effectively be treated like a casual without receiving the 25% loading. Determining ordinary hours of work for leave and redundancy entitlements would require an averaging period. May need attention following the Part-time and Casuals Full Bench.	p.2	OUTSTANDING – Report to Full Bench 25 August 2016 .
	NFF	Reply sub – 5/5/2016			Opposes AWU claim – submission is a new claim which should not be dealt with in these proceedings.	p.4	
	ABI& NSWBC	Reply sub – 6/5/2016			Reserves position should AWU wish to ventilate the issue in these or other proceedings.	p.13	
	AIG	Reply sub –			AWU’s claim is substantive, and should	p.83	

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		8/5/2016			not be dealt with in redrafting process. AWU should put case in support of its claim and respondents given the opportunity to respond.		
	AWU	Sub-18/1/2017			Still pursuing claim.	Para 2.2	
54.	AIG	Sub – 15/4/2016	19.3(a)		Length of the rest period Clause creates new positive obligation on employer to arrange overtime so that employees have 10 consecutive hours off duty between work of successive days. Clause should be deleted.	p.115	AGREED – Clause should be removed because it imposes a new obligation on employers – AWU and UV are not opposed to its removal, see 1 June 2016 (Transcript) [PN972-PN987], 6 June 2016 (Transcript) [PN192-PN193] and Report to the Full Bench .
	NFF	Sub – 14/4/2016			Inserts new substantive requirement. Inconsistent with approach of Commission. Should not be retained.	p.6	
	SAWIA	Reply sub – 5/5/2016			Agrees that clause should be removed.	pp.5–6	
	AFEI	Reply sub – 6/5/2016			Agree with submissions of NFF and AIF – change is opposed.	p.7	
	AWU	Reply sub – 5/5/2016			Clause is a sensible fatigue-management provision found in many awards and the obligation on the employer is logical given the effect of cl. 19.3(b).	p.3 and p.5	
	AIG	Reply sub – 8/5/2016			Agree with NFF’s submissions.	p.83	
	AWU	Sub-18/1/2017			Still opposed.	Para 2.3	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
55.	AIG	Sub – 15/4/2016	19.3(b)(ii)		Where the employee does not get a 10 hour rest First dot point does not make sense – ‘during’ should be deleted. Third dot point does not make sense – ‘time’ should be deleted.	p.115	AGREED – the word “during” in the first dot point and “time” in the second dot point should be deleted, see 1 June 2016 (Transcript) [PN989-996], 6 June 2016 (Transcript) [PN194-PN195] and Report to the Full Bench .
	ABI&NS WBC	Sub – 15/4/2016		Current sentence does not make sense. ‘During’ should be removed.	p.21		
	NFF	Reply sub – 5/5/2016		Agree with AIG submissions and proposal	p.4		
	AWU	Reply sub – 5/5/2016		Agree ‘during’ should be deleted. Agree ‘time’ should be deleted.	p.4 and p.5		
	AIG	Reply sub – 8/5/2016		Agree with amendment proposed to first bullet point by ABI and NSWBC.	p.83		
56.	AWU	Sub – 15/4/2016	19.5		Time off instead of payment for overtime Support the inclusion of the model TOIL term.	p.24	DETERMINED – Award flexibility Full Bench in AM2014/300 , see see 1 June 2016 (Transcript) [PN997-PN1002], 6 June 2016 (Transcript) [PN196-PN197] and Report to the Full Bench .
	NFF	Reply sub – 5/5/2016		Issue being dealt with in other proceedings and is yet to be determined by Commission	p.4		
	AIG	Reply sub – 8/5/2016		AWU’s submission is to be dealt with by the award flexibility common issues Full Bench.	p.83		
57.	AWU	Sub – 15/4/2016	20		Annual leave Support inclusion of model excessive leave and leave in advance terms.	p. 3	DETERMINED – Annual leave Full Bench in AM2014/47 , see 1 June 2016 (Transcript)
	NFF	Reply sub –		Inclusion of model terms being dealt with	p.4		

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
		5/5/2016			in other proceedings and is yet to be determined by the Commission.		[PN1003-PN1017], 6 June 2016 (Transcript) [PN198-PN201] and Report to the Full Bench .
	AIG	Reply sub – 8/5/2016			AWU’s submission to be dealt with by annual leave common issues Full Bench.	p.83	
58.	AIG	Sub – 15/4/2016	20.5		Excessive leave The wording, ‘notwithstanding s.88 of the Act’ has been removed. The relationship between the clause and the NES is no longer apparent. For clarity it should be reinserted.	p.115	WITHDRAWN – This claim is no longer pressed by AiG, see 1 June 2016 (Transcript) [PN1020-1022] and 6 June 2016 (Transcript) [PN46 and PN202-203] and Report to the Full Bench .
	SAWIA	Reply sub – 5/5/2016			Agrees with AIG.	p.6	
	AWU	Reply sub – 5/5/2016			Support inclusion of model excessive leave provision from the Annual Leave common issue.	p.5	
59.	AIG	Sub – 15/4/2016	20.7		Annual close down Same reasoning as per: cl 20.5 above. Opening words from clause 31.7 of current award should be inserted at start of this clause.	p.116	AGREED – opening words from current clause 31.7 are to be inserted, see 1 June 2016 (Transcript) [PN1023-PN1033], 6 June 2016 (Transcript) [PN204-205] and Report to the Full Bench .
	AWU	Reply sub – 5/5/2016			Amendment not necessary. Employer has ability to close down in accordance with cl.20.7 and this is not affected by the NES or excessive leave clause.	p.5	
	AWU	Sub-18/1/2017			Still opposed.	Para 2.3	
60.	AIG	Sub – 15/4/2016	20.9		Transfer of business <i>Parties are asked whether clause 20.9 needs to be included in the award.</i>	p.116	AGREED – this clause should be deleted, see 1 June 2016 (Transcript)

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					The NES Inconsistencies Full Bench has already decided to delete this provision.		[PN1034-PN1035], 6 June 2016 (Transcript) [PN206-PN207] and Report to the Full Bench.
	AWU	Sub – 15/4/2016			The NES Inconsistencies Full Bench has already decided to delete this provision.	p.3	
	AFEI	Sub – 15/4/2016			Does not oppose removal of clause.	p.3	
	United Voice	Sub – 15/4/2016			Preference is for the clause to remain, but recognises it was moved from the award by PR568686.	pp.1-2	
	ABI&NS WBC	Sub – 15/4/2016			Clause should be removed in accordance with the decision in [2015] FWCFB 3023.	p.21	
	NFF	Sub – 14/4/2016			Clause should be deleted as it is inconsistent with the NES as found in [2015] FWCFB 3023.	p.6	
	SAWIA	Sub – 14/4/2016			Clause should be removed as it is inconsistent with the NES, as found by the Full Bench in [2015] FWCFB 3023 in relation to identical provisions that were removed from the current award.	pp. 2–3	
	AWU	Reply sub – 5/5/2016			Agree provision should be deleted.	p.3, p.5 and p.6	
	AIG	Reply sub – 8/5/2016			Agree with submission of AWU, SAWIA, AFEI, NFF and ABI&NSWBC.	p.84	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
61.	United Voice	Sub – 2/3/2015		24.1	Travel allowance Seeks payment of travel allowance on travel for training purposes.	p.1	WITHDRAWN – see 6 June 2016 (Transcript) [PN318-PN322]
62.	AWU	Sub – 15/4/2016	24.3(a)(i)		Public holidays Reference to ‘minimum hourly rate’ should be altered to ‘applicable rate of pay’, otherwise a shiftworker will receive less than they would have otherwise received for the RDO.	p.3	OUTSTANDING – Report to Full Bench 25 August 2016 .
	SAWIA	Reply sub – 5/5/2016			Opposes proposal. Term unfamiliar to wine industry employers and will likely result in increased costs, and cause confusion and disputation.	p.5	
	NFF	Reply sub – 5/5/2016			Refers to submissions made in relation to cl. 8. Reference to ‘minimum hourly rate’ should not be altered.	p.4	
	AFEI	Reply sub – 6/5/2016			Opposes use of term ‘applicable rate of pay’ – ‘minimum rate of pay’ appropriate.	p.7	
	AIG	Reply sub – 8/5/2016			Opposes AWU proposal. Do not oppose substitution of term “minimum hourly rate” with “ordinary time rate” such that exposure draft reflects current clause 34.3(a)(i).	p.84	
	AWU	Sub-18/1/2017			Still pursuing claim.	Para 2.2	
	United Voice	Sub-20/1/2017			Words ‘at the minimum hourly rate’ should be deleted and ‘at the ordinary time rate of pay for the employee concerned’ inserted. Provides basis for	Paras 33-41	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					claim.		
	AIG	Repliesub-03/02/2017			Strongly opposes UV's position. Provides basis for claim.	Paras 46-52	
	SAWIA	Repliesub-06/02/2017			Ongoing proceedings in relation to the corresponding provision in AM2014/75. Prefer further discussion on clause be deferred until the Full Bench issues a decision in that matter.	p.3	
	NFF	Repliesub-06/02/2017			Still opposed. Supports ED wording. Provides basis for claim. Notes the meaning of 'ordinary time rate' is being considered in AM2014/75. Submits item 62 should only be considered after AM2015/75 proceedings outcome.	Paras 3-10	
63.	SAWIA	Sub - 2/3/2015		24.3	Meal allowance Enable employer to provide meal in lieu of paying meal allowance.	p.1	DETERMINED – [2016] FWCFB 4566
64.	United Voice	Sub – 2/3/2015		24.6(e)	Wine vat allowance Increase Wine Vat allowance from 4.2% to 20% of the standard rate per hour.	p.1	WITHDRAWN – see 6 June 2016 (Transcript) [PN318-PN322]
65.	AIG	Sub – 15/4/2016		24.8	Accident Pay This clause has been omitted from exposure draft.	p.116	AGREED – clause should be re-inserted into Exposure Draft, see 1 June 2016 (Transcript) [PN1062-PN1069], 6 June 2016 (Transcript) PN220-PN221] and Report to the Full Bench.
	AWU	Reply sub – 5/5/2016			Agree – clause should be inserted as cl.16.4	p.5	
66.	SAWIA	Sub-		28.2	Ordinary hours of work and rostering	Page 1	OUTSTANDING – may

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
		12/11/2015			Seeks to insert new subclause to include a specific Sunday penalty rate for day workers in the Cellar Dollar Sales Stream at 150%.		need to be referred to a separately constituted Full Bench
67.	SAWIA	Sub - 2/3/2015		28.2(d)(i)	Vintage ordinary hours Extend vintage ordinary hours to laboratory and cellar employees.	p.1	OUTSTANDING – may need to be referred to a separately constituted Full Bench
	SAWIA	Sub - 2/3/2015			Vintage ordinary hours Include Sundays in vintage ordinary hours.	p.1	
68.	SAWIA	Sub - 2/3/2015		28.2(g)(i)	Penalty rates Reduce Sunday penalty rate.	p.1	OUTSTANDING – may need to be referred to a separately constituted Full Bench
69.	SAWIA	Sub - 2/3/2015		28.3(g)	Penalty rate Reduce Sunday penalty rate for shiftworkers.	p.2	OUTSTANDING – may need to be referred to a separately constituted Full Bench
70.	AIG	Sub – 15/4/2016	Schedule B		Summary of hourly rates of pay Commission has determined, [2015] FWCFB 4658 at [63], that a note will be inserted into this schedule which states that an employer meeting their obligations under the schedule is meeting their obligations under the award. This note should be inserted.	p.116	AGREED – AiG proposal of 15 April 2016 at paragraph [558] on page 116, see 1 June 2016 (Transcript) [PN1073-PN1078], 6 June 2016 (Transcript) PN238-PN239] and Report to the Full Bench .
	NFF	Reply sub – 5/5/2016			Supports AIG submission.	p.4	
	AWU	Reply sub –			Not opposed to insertion of note.	p.5	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
		5/5/2016					
71. & 72.	AIG	Reply sub – 8/5/2016	Schedule B.2		If casual overtime rates published then AIG seeks opportunity to review and make comment on rates.	p.84	OUTSTANDING – Parties have not reached an agreed position regarding this change, see 1 June 2016 (Transcript) [PN1078-PN1082], 6 June 2016 (Transcript) PN240-PN268] and Report to the Full Bench.
	AWU	Sub – 15/4/2016	Schedules B.2.2 and B.2.3		Casual shiftworkers – ordinary and penalty rates Casual overtime rates should ultimately be included given confusion often arises over these entitlements.	p.3	OUTSTANDING – Parties have not reached an agreed position regarding this change, see 1 June 2016 (Transcript) [PN1078-PN1082], 6 June 2016 (Transcript) [PN240-PN268] and Report to the Full Bench.
	NFF	Reply sub – 5/5/2016			Does not agree with AWU.	p.4	
	AFEI	Sub- 12/08/2016			Casual adult employees – overtime Does not oppose rates in table at Schedule B.2.3	p.1	
	Business SA	Sub- 15/08/2016			Does not oppose rates in table at Schedule B.2.3	p.1	
	NFF	Sub- 15/08/2016			Agrees rates in table at Schedule B.2.3 reflect relevant provisions of Award.	p.1	
	AIG	Sub- 24/08/2016			Does not oppose rates in table at Schedule B.2.3.	p.1	
	SAWIA	Corr- 09/01/2017			Satisfied table correctly sets out overtime rates for casual employees.	p.1	Overtime rates for casual adult employees in B.2.3 are agreed by NUW and NFF and are not opposed by AIG, AFEI and Business SA. Responses re rates still required from AWU– Report to Full

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	AWU	Sub-18/1/2017			Still pursuing claim. Confirms position and endorses addition and content of table at B.2.3.	Paras 2.2, 2.4	Bench 25 August 2016 .
	NFF	Repliesub-06/02/2017			Does not oppose insertion of table at B.2.3.	Para 11	
73.	NFF	Sub – 14/4/2016	Schedule €		Summary of Monetary Allowances Use of the term ‘standard rate’ complicates the wage summaries — should be replaced with fixed dollar amounts payable in each case.	p.7	WITHDRAWN – see 1 June 2016 (Transcript) [PN1084-PN1086] and 6 June 2016 (Transcript) [PN46], 6 June 2016 (Transcript) [PN269-PN270] and Report to the Full Bench .
74.	NFF	Sub – 14/4/2016	Schedule E		National Training Wage Recent changes to the Commonwealth vocational education and training model necessitate updating the language in modern awards in relation to training packages. The definitions of ‘traineeship’ and ‘training package’ should be amended accordingly. Proposed amendment in submission.	p.7	DETERMINED – [2017] FWCFB 4174 [14]

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
75.	SAWIA	Sub – 14/4/2016	Schedule E.3.3		<p>National Training Wage – Coverage <i>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.</i></p> <p>Unaware of any such training program – questions whether this provision has any practical application in the wine industry.</p>	p.4	DETERMINED – [2017] FWCFB 4174
	NFF	Sub – 30/05/2016			<p>National Training Wage The Agri-Food, Amenity Horticulture, Conservation and Land Management and Rural Production training packages have been consolidated into one training package titled ‘Agriculture, Horticulture and Conservation and Land Management</p>		
76.	NFF	Sub – 14/4/2016	Schedule F		<p>Part-day public holidays Notes this clause will likely be revised following proceedings in AM2014/301.</p>	p.7	REFERRED – Public Holidays Full Bench in AM2014/301 , see 1 June 2016 (Transcript) [PN1101-PN1102], 6 June 2016 (Transcript) [PN275-PN276] and Report to the Full Bench.
77.	AWU	Sub – 15/4/2016	Schedule H		<p>Definitions Definition of ‘wine industry’ does not need to be repeated in the Schedule given it already appears in clause 3.2.</p>	p.3	DETERMINED – issue relating to the definition of the ‘wine industry’ was determined in [2017]

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	NFF	Sub— 14/4/2016			‘Standard rate’ concept of limited relevance — overcomplicates the award and should be replaced with fixed dollar amounts where possible. Concept should be removed. Definition of ‘wine industry’ used in other agricultural sector awards. The definition in the current Wine Industry Award 2010 should be used consistently in each award.	p.3	FWCFB 3433 [339] Issue relating to the standard rate have been withdrawn by the NFF
	SAWIA	Reply sub— 5/5/2016			Confusion regarding concept of ‘standard rate’ no longer a significant issue, therefore there is no benefit of changing the base upon which work related allowances are calculated.	p.3	
	AWU	Reply sub — 5/5/2016			Re: standard rate NFF’s point not clear. References to a percentage of the ‘standard rate’ have been replaced with dollar amounts through the draft. Sensible to retain definition as a historical benchmark regarding how amounts have been calculated. Re: wine industry Agree a consistent definition should appear in all award which contain an exclusion from coverage for the wine industry. Suggest referring to the definition of ‘wine industry’ as contained in the exposure draft.	p.2	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	AIG	Reply sub – 8/5/2016			<p><i>Re Standard rate</i> Disagree with NFF's submission that definition of "standard rate" is of limited relevance under exposure drafts and should be deleted. Definition is relevant as it is used to calculate allowances. During award modernisation process the rationale behind this approach was expressly considered. For this reason it should be retained.</p> <p><i>Re Wine Industry</i> Duplication of definition in clause 3.2 and Schedule H – do not oppose deletion of definition from one of these provisions.</p>	p.84	

NOTE: This award has been the subject of conferences before Commissioner Hampton - see [Report to the Full Bench](#)

List of abbreviations (in alphabetical order)

ABI&NSWBC	Australian Business Industrial and the NSW Business Chamber Ltd
ABI&NSWBC	Australian Business Industrial and the NSW Business Chambers Ltd
AFEI	Australian Federation of Employers and Industries
AIG	Australian Industry Group
AWU	The Australian Workers' Union
ED	Exposure Draft
FWO	Fair Work Ombudsman

NFF	National Farmers' Federation
NUW	National Union of Workers
SAWIA	South Australian Wine Industry Association