

**From:** Nicola Street [mailto:Nicola.Street@aigroup.com.au]  
**Sent:** Thursday, 26 May 2016 9:46 AM  
**To:** Chambers - Asbury DP  
**Cc:** margaret.chan@ablawyers.com.au; smckinnon@nff.org.au; garry.whiting@asmc.com.au; Sally Taylor; Stephen Crawford (stephen.crawford@nat.awu.net.au); roushan.walsh@nat.awu.net.au  
**Subject:** FW: Sugar Industry Award- Exposure Draft - Conference today 12pm

Dear Associate

### **Sugar Industry Award 2010 – FWC Conference**

I refer to the Conference scheduled before Her Honour today at 12pm in respect of the *Sugar Industry Award 2010*.

The Employer parties have been assisted by the FWC's summary of matters arising from the exposure draft and have had discussions to align their respective positions on certain issues. This is marked in the notes column of the **attached** document and highlighted in green.

Also highlighted in green are matters that we understand have been agreed to by all parties.

The union parties have been provided a copy of this updated document and may provide further comment at today's conference.

We provide this updated FWC summary to assist both the Commission and the parties at today's conference.

Should you have any queries, please do not hesitate to contact me.

Regards Nicola

**Nicola Street**  
National Manager – Workplace Relations Policy



**Address:** 51 Walker Street, North Sydney NSW 2060  
**Phone:** (02) 9466 5541  
**Mobile:** 0414 614 069  
**Email:** [nicola.street@aigroup.com.au](mailto:nicola.street@aigroup.com.au)  
**Website:** [www.aigroup.com.au](http://www.aigroup.com.au)



## SUMMARY OF PROPOSED VARIATIONS

This table is a summary of proposed variations lodged for this award on or before 5.00pm on 18 May 2016.

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
1.	NFF	<a href="#">Sub-14Apr16</a>	1.2		<b>Commencement clause</b> Suggest removing 'as varied' from clause.	Para 10 and 11 page 2	
	AWU	<a href="#">ReplySub-5May16</a>			Appears to be merit in NFF's submission that proposed wording could indicate that variations operate retrospectively – not opposed to amendment	Para 13 page 3	
	AIG	<a href="#">Reply sub – 5May16</a>			Agree with NFF	Para 269	
2.	NFF	<a href="#">Sub-14Apr16</a>	2.1		<b>NES</b> 'NES' does not need to be referred to in full	Page 3	
	AIG	<a href="#">Reply sub – 5May16</a>			Does not oppose NFF submission.	Para 270	
3.	NFF	<a href="#">Sub-14Apr16</a>	2.1		<b>NES</b> Description should indicate that NES also operates for benefit of employers.	Page 3	Proposed clause wording supplied
	AMWU	<a href="#">ReplySub-5May16</a>			In response to NFF - This is a standard award clause settled by [2014] FWCFB 9412	Page 2	
	AWU	<a href="#">ReplySub-5May16</a>			In response to NFF – These provisions have already been debated and determined by the Full Bench on a general level [[2014] FWCFB 9412]. Also concerned with proposed wording –	Para 16 page 3	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					the amendment would conflate the concept of an award 'covering' employees and an award 'applying' to employees.		
4.	NFF	<a href="#">Sub-14Apr16</a>	2.3	4	<b>NES</b> Clause should be amended to reflect current award and make provisions for situations where there is no noticeboard or internet coverage.	Page 4	Proposed clause wording supplied
	AMWU	<a href="#">ReplySub-5May16</a>			In response to NFF - This is a standard award clause settled by [2014] FWCFB 9412	Page 2	
	AIG	<a href="#">Reply sub – 5May16</a>			Does not support specific amendment proposed by NFF given the proposed deletion of a reference to “electronic means”. Party suggests alternative wording and submits a consistent approach should be adopted across all awards.	Paras 271 – 273	Proposed clause wording supplied.
5.	ASMC	<a href="#">Sub-10Mar16</a>	3.2(a)		<b><i>In response to: Parties are asked to confirm the currency of the terms “Cane Protection and Productivity Boards” and “Bureau of Sugar Experiment Stations”</i></b> Cane Protection and Productivity Boards are referred to Prod Services and Bureau of Sugar Experiment Stations is known as Sugar Research Australia.	Page 1	Employer parties have shared view that the names of the relevant authorities can be updated to: ‘Local Productivity Services’ and Sugar Research Australia

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	NFF	<a href="#">Sub-14Apr16</a>			'Cane Production and Productivity Boards' should be replaced with 'Productivity Services'. 'Bureau of Sugar Experiment Stations' should be replaced with 'Sugar Research Australia'	Page 4	
	ABI&NS WBC	<a href="#">Sub-15Apr16</a>			'Cane Protection and Productivity Boards' and 'Bureau of Sugar Experiment Stations' should be replaced with 'Local Productivity Services' and 'Sugar Research Australia' respectively.	Para 20.1	
	AWU	<a href="#">Sub-17Apr16</a>			Existing terms remain relevant.	Page 2	
	AMWU	<a href="#">ReplySub-5May16</a>			Terms "Local Productivity Services" and "Sugar Research Australia" appear to be current relevant terms	Page 1	
	AWU	<a href="#">ReplySub-5May16</a>			In response to ASMC and ABI&NSWBC - Agree with reference "Cane Production and Productivity Boards" being replaced with "Productivity Services" and "Bureau of Sugar Experiment Stations" being replaced with "Sugar Research Australia"	Para 3 page 1	
	AIG	<a href="#">Reply sub – 5May16</a>			Does not oppose suggestions by ASMC, ABI and NFF.	Para 274	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
6.	ASMC	<a href="#">Sub-10Mar16</a>	3.2(b)-(e)	4	<i>In response to: Parties are asked to consider whether the terminology in clauses 3.2(b)-(e) should be consistent with the definitions in Schedule I—Definitions</i> Terminology in Schedule I should be consistent. Suggested terminology: Clause 3.2 (b) Sugar Milling Clause 3.2 (c) Sugar Refineries Clause 3.2 (d) Sugar Distilleries Clause 3.2 (e) Bulk Sugar Terminals	Page 1	Employer parties agree that coverage of the award should not be changed if alignment of coverage and Schedule I definitions is to occur.
	NFF	<a href="#">Sub-14Apr16</a>			Endorses comments of ASMC	Page 4	
	ABI&NS WBC	<a href="#">Sub-15Apr16</a>			Terminology should be consistent	Para 20.2-3	Amended definition of ‘sugar industry’ supplied.
	AWU	<a href="#">Sub-17Apr16</a>			There is no need to link coverage of the Exposure Draft in clause 3 to the sector definitions in Schedule I	Page 2	
	AWU	<a href="#">ReplySub-5May16</a>			In reply to ABI&NSWBC – any amendments to this clause need to be carefully considered to ensure existing coverage is not disturbed.	Para 27 page 4 and 5	
	AIG	<a href="#">Reply sub – 5May16</a>			Does not oppose AWU and would be strongly opposed to any transferring of Schedule I definitions to award’s coverage terms that would change definition of <i>sugar industry</i> and therefore coverage of award. Coverage terms	Paras 275 – 278	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					should be preserved and align Schedule I definitions accordingly.		
7.	NFF	<a href="#">Sub-14Apr16</a>	3.4		<b>Coverage</b> Clause should be moved to a subsection of clause 3.7	Page 4	
	AMWU	<a href="#">ReplySub-5May16</a>			Do not oppose moving clause 3.4 under the heading at clause 3.7	Page 1	
	AWU	<a href="#">ReplySub-5May16</a>			In response to NFF - Submits there is some merit to this amendment but it is not clear that it will make the award any clearer.	Para 17 page 3	
	AIG	<a href="#">Reply sub – 5May16</a>			Does not oppose NFF's proposal.	Para 279	
8.	NFF	<a href="#">Sub-14Apr16</a>	3.5, 3.6		<b>Coverage</b> References to 'the industry set out in clauses 3.1 and 3.2' should be replaced with 'the sugar industry'	Page 4	
	AMWU	<a href="#">ReplySub-5May16</a>			In response to NFF – These are standard award clauses and should not be varied.	Page 2	
	AWU	<a href="#">ReplySub-5May16</a>			In response to NFF - Submits there is some merit to this amendment but it is not clear that it will make the award any clearer.	Para 17 page 3	
	AIG	<a href="#">Reply sub – 5May16</a>			Not opposed to NFF re clause 3.5. Re clause 3.6, party does not agree with NFF changes as it would result in the	Paras 280 – 282	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					deletion of the words “and/or parts of industry” which would be a substantive change.		
9.	NFF	<a href="#">Sub-14Apr16</a>	3.7		<b>Coverage</b> The Fair Work Act 2009 (Cth) need not be spelled out in full	Page 4	
	AMWU	<a href="#">ReplySub-5May16</a>			In response to NFF – These are standard award clauses and should not be varied.	Page 2	
	AWU	<a href="#">ReplySub-5May16</a>			In response to NFF - Submits there is some merit to this amendment but it is not clear that it will make the award any clearer.	Para 17 page 3	
	AIG	<a href="#">Reply sub – 5May16</a>			Do not oppose NFF’s proposal	Para 283	
10.	NFF	<a href="#">Sub-14Apr16</a>	3.8		<b>Coverage</b> Clauses 3.3 and 3.8 are in conflict. Clause 3.8 should operate subject to clause 3.3	Page 4	
	AMWU	<a href="#">ReplySub-5May16</a>			In response to NFF – Clause 3.3 specifies where the Sugar Award does not have coverage, while 3.8 is where more than one award has coverage. These do not seem incompatible.	Page 2	
	AIG	<a href="#">Reply sub – 5May16</a>			Does not consider there to be a conflict between clauses 3.3 and 3.8 and supports retention of the two clauses.	Paras 284 – 285	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
11.	NFF	<a href="#">Sub-14Apr16</a>	5		<b>Facilitative provisions</b> Clause is unnecessary. If it is to be included, list should be complete.	Page 5	
	AMWU	<a href="#">ReplySub-5May16</a>			This is a standard award clause settled by [2014] FWCFB 9412	Page 1	
	AWU	<a href="#">ReplySub-5May16</a>			Inclusion of facilitative provisions is a matter which has been debated and determined on a general level [[2014] FWCFB 9412]. See no need to depart from the general approach	Para 18 page 3	
	AIG	<a href="#">Reply sub – 5May16</a>			Reference to model flexibility term and clause 6.6(g) should not be inserted into clause 5.2.	Paras 286 – 288	
12.	AWU	<a href="#">Sub-17Apr16</a>	6.1(a)		<b>Types of employment</b> It may be preferable to delete the term “maximum” and use a facilitative provision if necessary in parts of the Exposure Draft which allow for agreement over weekly ordinary hours.	Page 2	<b>Employer parties wish to understand the AWU’s position further.</b>
	NFF	<a href="#">Reply-sub-5May16</a>			Agrees with the AWU submission that the word “maximum” could be deleted from this clause	Para 8 page 2	
	AIG	<a href="#">Reply sub – 5May16</a>			Oppose proposed AWU amendment as it may substantively affect interaction between clauses 6.1 and 6.2.	Paras 289 – 290	



ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
13.	AWU	<a href="#">Sub-17Apr16</a>	6.1(b)		<b>Types of employment</b> The word 'seasonal' should be deleted.	Pages 2-3	
	NFF	<a href="#">Reply-sub-5May16</a>			Does not agree with AWU that the word "seasonal" should be deleted from the definition	Para 9 page 2	
	AIG	<a href="#">Reply sub – 5May16</a>			Opposes deletion of term "season" as proposed by AWU and ED wording should be retained.	Para 291	
14.	ASMC	<a href="#">Sub-10Mar16</a>	6.2(e)	10.3(e)	<b><i>In response to: Parties are asked whether a provision that limits the maximum number of hours of a part-time employee to less than 38 is permissible.</i></b> For consistency recommend that the maximum number of ordinary hours of work permissible for a part-time employee is 38 hours per week.	Page 1	<b>Employer parties consider that this issue be referred to the Casual &amp; Part-Time Employment Full Bench</b>
	ABIU	<a href="#">Sub-14Apr16</a>			Restrictions on hours of work are not about permitted matters under s.139 of the FW Act	Page 5	
	ABI&NS WBC	<a href="#">Sub-15Apr16</a>			Such a provisions does not appear to be inconsistent with s.139 or s.62(b) of the FW Act	Para 20.4	
	NFF	<a href="#">Sub-14Apr16</a>			Restrictions on hours of work are not about permitted matters under the Act.	Para 29-33 page 5	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	AWU	<a href="#">Sub-17Apr16</a>			No impediment to having a maximum number of ordinary hours of less than 38 for part-time employees.	Page 3	
	NFF	<a href="#">Reply-sub-5May16</a>			Relies on initial submission in response to AWU.	Para 10 page 3	
	AMWU	<a href="#">ReplySub-5May16</a>			Supports submissions which state that provision is not prohibitive.	Page 1	
	AWU	<a href="#">ReplySub-5May16</a>			In response to ASMC - Opposes maximum part time ordinary hours for refinery employees being increased from 32 per week to 38. Argues this is a substantive change. See no impediment to an award referring to a maximum of less than 38 hours per week. In response to NFF – disagrees with submission. S.139(1)(c) of the Act permits an award to include terms about hours of work. S.147 states an award must include terms specifying the ordinary hours of work for each type of employment. In response to ABI&NSWBC – agrees there is no legislative impediment to the ordinary hours specified in the award.	Para 4 page 1 and 2 Para 19 page 4	
	AIG	<a href="#">Reply sub – 5May16</a>			Does not oppose ASMC and further endorses submissions of NFF in respect of s.139(1)(c).	Para 292	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
15.	AWU	<a href="#">Sub-17Apr16</a>	6.2(g)		<b>Part-time employment</b> Amend clause to read ‘...must be paid for ordinary hours work at least the minimum hourly rate for the class of work performed.’	Page 3	
	NFF	<a href="#">Reply-sub-5May16</a>			Does not agree with the AWU submission. Other terms of the award will have the effect of ensuring that a casual employee is paid at least the minimum hourly rate.	Para 11, page 3	
	ABI&NS WBC	<a href="#">Reply sub – 6May16</a>			Oppose AWU. Words “at least would materially change effect of provision and potentially create uncertainty for employers as to what actually applies.	Page 11, para 20.1	
	AIG	<a href="#">Reply sub – 5May16</a>			Does not view AWU’s proposal as necessary.	Para 293	
16.	ASMC	<a href="#">Sub-10Mar16</a>	6.3	10.4	<b>Casual employment</b> Party submits that casual employees are required – i.e. casual watchmen, Technical Field department employees.	Page 1	
	AMWU	<a href="#">ReplySub-5May16</a>			Submits issue has been referred to <a href="#">AM2014/196</a> as per directions 29/06/15	Page 2	
17.	FWO	<a href="#">Corro-02/03/15</a>	6.3	11.3(a)	<b>Piecowork Rate</b> Query whether the calculation of the minimum piece rate (clause 20.2) for casual employees should include the casual loading and, if so, how the casual loading and the additional 20% piecowork loading interact.	Item 37 page 9	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	NFF	<a href="#">Sub-14Apr16</a>			Loadings payable to a casual pieceworker are separate and distinct amounts. Both the casual loading and the piecework loading are calculated on the minimum hour rate and added to any other penalty, but are not compounded.	Page 5	
	AWU	<a href="#">ReplySub-5May16</a>			In response to NFF – the casual loading is clearly included in the piecework calculation given the casual loading forms part of a casual employee’s ordinary time rate (see also cl 12.3)	Para 20 page 4	
18.	AWU	<a href="#">Sub-17Apr16</a>	6.3(d)(i)		<b>Casual employment – casual loading</b> To cater for additional rates under the ED, suggests first sentence be amended to read “For each hour worked a casual employee must be paid <u>at least...</u> ”	Para 18, pg 3	
	NFF	<a href="#">Reply-sub-5May16</a>			Does not agree that the words “at least” should be included in this clause.	Para 12 page 3	
	AIG	<a href="#">Reply sub – 5May16</a>			Does not view AWU’s proposal as necessary.	Para 294	
19.	NFF	<a href="#">Sub-14Apr16</a>	7.4		<b>Apprentices</b> Language requires updating due to vocational education reform	Page 5	Revised wording supplied
	AMWU	<a href="#">ReplySub-5May16</a>			It appears there have been changes to the vocational education and training delivery structure and this affects many awards and should be dealt with consistently. Additionally appears that <i>Australian Industry and Skills Committee</i>	Page 2	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					may be relevant body but this may require further clarification.		
20.	NFF	<a href="#">Sub-14Apr16</a>	7.5, Schedule H		<b>Apprentices</b> Reference to 'National Skills Standards Council' should be changed to 'Ministerial Council for Tertiary Education and Employment'	Page 6-7	
21.	ASMC	<a href="#">Sub-10Mar16</a>	10.2(c)	29.2(c)	<b><i>In response to: Parties are asked to comment on how clause 10.2(c) interacts with clause 25.2(b) and what the correct rate is for field sector employees working on Sundays</i></b> Clause 10.2(c) states the payment when ordinary time is worked on a Saturday and Sunday – i.e. T1/2. Clause 25.2(b) states the payment when working on rosters days off being Saturday and Sunday – T1/2 and DT payment applies. Party submits clear difference between the two clauses however additional wording is required at 25.2(b) to clarify that all payment applies to overtime.	Page 2	
	ABI	<a href="#">Sub-15Apr16</a>			Submits that the two clauses envisage the payment of different penalties in different circumstances. While 10.2(c) concerns ordinary time worked on	Para 20.5 and 20.6 page 19	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					Saturdays and Sundays, clause 25.2(b) deals with <u>overtime</u> worked on a Sunday. This is clear from the structure and location at which the clause is located within the award. Supports proposal to amend the words "all work" to "overtime work" in clause 25.2(b).		
	NFF	<a href="#">Sub-14Apr16</a>			Overtime provisions in clause 25 do not apply until an employee has worked 152 hours over a 4 week period. Ordinary time worked on Saturday and Sunday paid in accordance with 10.2(c). Overtime worked on Saturday and Sunday paid in accordance with clause 25.2 Field sector employees are paid under 10.2(c) for all time worked on Saturday and Sunday until they have worked 152 hours over 4 weeks. From this time on they are entitled to be paid according to clause 25. Proposed clause 25 should be amended.	Para 44-52 page 6 and 7	Proposed wording supplied.
	AWU	<a href="#">Sub-17Apr16</a>			Submits that it appears that cl 10.2(c) specifies the rate for ordinary hours of work for field sector employees on the weekend as opposed to clause 25.2(b).	Para 19, page 3	
	NFF	<a href="#">Reply-sub-5May16</a>			Relies on initial submission in response to AWU.	Para 13 page 3	
	AMWU	<a href="#">ReplySub-</a>			Supports AWU position though notes	Page 2	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
		<a href="#">5May16</a>			that 25.2(b) also applies to non-field workers and thus substantive provision of 25.2(b) should not be changed by any narrowing to only specify overtime such as that put by ABI.		
	AWU	<a href="#">ReplySub-5May16</a>			In response to ASMC and ABI &NSWBC - Accepts that clause 10.2(c) refers to ordinary time rates and clause 25.2 to overtime.	Para 5 page 2	
	ABI&NS WBC	<a href="#">Reply sub – 6May16</a>			Oppose AWU position and relies on para 20.5 of 15 April 2016 submissions.	Page 11, para 20.0	
	AIG	<a href="#">Reply sub – 5May16</a>			AIG does not consider there to be a conflict between clauses 10.2(c) and clause 25.2(b). AIG would not oppose amendment sought by ABI or NFF.	Paras 295 – 296	
22.	NFF	<a href="#">Sub-14Apr16</a>	10.2(d)(iii)		<b>Hours of work</b> Second dot point should become two separate dot points.	Page 6	Proposed formatting supplied
	AIG	<a href="#">Sub-14Apr16</a>			Second dot point should be separated into two distinct dot points	Para 420-421	Proposed formatting supplied
	NFF	<a href="#">Reply-sub-5May16</a>			Agrees with amendments proposed by AIG.	Para 14 page 3	
	AMWU	<a href="#">ReplySub-5May16</a>			Does not oppose additional bullet point	Page 1	
	AWU	<a href="#">ReplySub-5May16</a>			Agrees with amendments proposed by AIG	Para 37 page 5	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
23.	AWU	<a href="#">Sub-17Apr16</a>	10.3(d)		<b>Hours of work – other than field sector – work outside spread</b> Current wording of cl captures work outside the span even if the employee has already performed in excess of 38 hours per week. More standard provisions found in <i>Manufacturing and Associated Industries and Occupations Award 2010</i> and <i>Concrete Products Award 2010</i>	Para 20, page 3	
	ABI&NS WBC	<a href="#">Reply sub – 6May16</a>			Oppose change sought by AWU. Not clear what effect any change to the wording of this clause would have.	Page 11, para 20.3	
	AIG	<a href="#">Reply sub – 5May16</a>			AWU’s proposal should be subject to discussion between interested parties during any future conferences.	Para 297	
24.	AIG	<a href="#">Sub-14Apr16</a>	10.3(e)(iii)		<b>Notice of rostered days off</b> Second dot point should be separated into two distinct dot points	Para 422	
	NFF	<a href="#">Reply-sub- 5May16</a>			Agrees with amendment proposed by AIG	Para 15 page 3	
	AWU	<a href="#">ReplySub- 5May16</a>			No opposed to the suggested addition of an extra dot point.	Para 21 page 4 Para 37 page 5	
	AIG	<a href="#">Reply sub – 5May16</a>			Change proposed by NFF should be made.	Para 298	
25.	AIG	<a href="#">Sub-14Apr16</a>	11.1(a)	30.1(a)	<b>Meal breaks</b> Clause should be amended to read ‘between 30 and 60 minutes’	Paras 423-424	



ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	NFF	<a href="#">Reply-sub-5May16</a>			Does not agree with the views of AIG – clause should remain as is.	Para 16 page 3	
	AWU	<a href="#">ReplySub-5May16</a>			Does not agree with AIGs interpretation and does not think amendment necessary	Para 38 page 5	
26.	AIG	<a href="#">Sub-14Apr16</a>	11.1(a), (c)-(e)	30.1(a)	<b>Meal breaks</b> Exposure draft does not make clear that the provisions only apply to day workers, and not shiftworkers.	Para 425	
	NFF	<a href="#">Reply-sub-5May16</a>			Agrees with AIG submission that these clauses could be restructured to make clear that they do not apply to shiftworkers	Para 17 page 3	
	AWU	<a href="#">ReplySub-5May16</a>			In response to AIG – accepts these provisions are confined to day workers under clause e30.1 and are not opposed to this being clarified in the ED.	Para 39 page 5	
27.	AIG	<a href="#">Sub-14Apr16</a>	11.1(c)	30.1(a)	<b>Meal breaks</b> The Exposure Draft, however, deviates from the current clause by requiring that the entire break be taken within the first five hours.	Paras 426-427	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	NFF	<a href="#">Reply-sub-5May16</a>			Agrees with AIG submission that Ed contains substantive change. Wording in current award should be retained	Para 18 page 3	
	AWU	<a href="#">ReplySub-5May16</a>			Not opposed to current MA words being inserted.	Para 40 page 5	
28.	AWU	<a href="#">Sub-17Apr16</a>	11.1(d)		<b>Meal breaks</b> “Minimum hourly rate” should be replaced with “applicable rate of pay”. If change not made, some employees performing ordinary hours	Para 21, page 3	
		<a href="#">Reply-sub-5May16</a>			Does not agree with AWU proposal.	Para 19 page 3	
	ABI&NS WBC	<a href="#">Reply sub – 6May16</a>			Oppose AWU proposal as this would be a substantive change to content of current award.	Page 11, para 20.4	
	AIG	<a href="#">Reply sub – 5May16</a>			Strongly opposes AWU’s proposed amendment. Submits proposed definition is inherently problematic and will result in a substantive change to entitlements. Further, proposal would require the application of a relevant penalty on a rate already incorporating other penalties and loadings.	Paras 299 – 301	
30.	AWU	<a href="#">Sub-17Apr16</a>	11.1 and 11.2		<b>Meal breaks and crib breaks</b> The break for a shift worker is referred to as a “meal” break in cl 11.1 and a “crib” break in cl 11.2. It would be preferable to consistently use the term “meal” throughout.	Para 22, page 3	<a href="#">Employer parties have shared view: in principle not opposed to updating terminology, but if meal breaks and crib breaks are different, then distinct terms should be maintained.</a>

Formatted: Highlight

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	NFF	<a href="#">Reply-sub-5May16</a>			AWU submission to replace 'crib' with 'meal' is not appropriate as they are different substantive concepts.	Para 20 page 3	
	AIG	<a href="#">Reply sub – 5May16</a>			Not opposed to AIG's proposal.	Para 302	
31.	ASMC	<a href="#">Sub-10Mar16</a>	11.5(c)	15	<p><i>In response to: Parties are asked to clarify whether the award should provide an alternative to the employer supplied overtime meal for the field sector. As the award is currently drafted, the milling, distillery, refinery and maintenance and bulk sugar terminal operations sectors provide a meal allowance as an alternative to the provision of a meal.</i></p> <p>Party has proposed new wording to be inserted "after their scheduled hours of work"</p>	Page 3	Employer parties have shared view that in principle not opposed to introduction of meal allowance.

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	NFF	<a href="#">Sub-14Apr16</a>			Insertion of a meal allowance in lieu of provision of a meal is not opposed.	Page 6	
	ABI&NS WBC	<a href="#">Sub-15Apr16</a>			Insertion of a meal allowance as an alternative is supported.	Para 20.7	
	AWU	<a href="#">Sub-17Apr16</a>			Don't believe a meal allowance should be inserted unless a party raises a problem with the current provision. The introduction of a meal allowance may disrupt long-existing arrangements for the provision of meals on sugar farms.	Para 23, page 4	
	NFF	<a href="#">Reply-sub-5May16</a>			Do not agree with AWU submission and relies on initial submission in response.	Para 22 page 4	
	AWU	<a href="#">ReplySub-5May16</a>			In response to ASMC, NFF and ABI&NSWBC- Not necessarily opposed to the insertion of a meal allowance for field sector employees but it should first be confirmed that this provision has not deliberately been omitted in favour of the provision of a meal.	Para 6 page 2	
	ABI&NS WBC	<a href="#">Reply sub 6May16</a>			Disagree with AWU and note the ability to provide a meal allowance instead of a meal in the field sector would achieve the modern awards objective.	Page 11, para 20.5	
	AIG	<a href="#">Reply sub – 5May16</a>			Does not oppose the view of other employer parties but notes that the existing quantum of meal allowance provided by bulk terminal employers is different to the allowance provided by distillery, milling and refining employers.	Para 303	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
32.	AIG	<a href="#">Sub-14Apr16</a>	11.5(c)	30.3	<b>Meal breaks on overtime</b> Structure of clause has been altered in such a way that it expands the eligibility of the meal allowance.	<a href="#">Para 428-429</a>	
		<a href="#">Reply-sub-5May16</a>			Agrees with AIG that this is a substantive change	<a href="#">Para 21 page 4</a>	
	AWU	<a href="#">ReplySub-5May16</a>			In response to AIG – not opposed to amendment on the basis it will reflect clause 30.3 of the award.	<a href="#">Para 41 page 6</a>	
	ABI&NS WBC	<a href="#">Reply sub 6May16</a>			Support AIG that this is a substantive issue and submits either amalgamating clauses 11.5(b) and (c) or insert additional wording “If the employee called out to work overtime is not notified...”	<a href="#">Page 12, 20.6</a>	
33.	AIG	<a href="#">Sub-14Apr16</a>	12.2	38.3	<b>Single contract hourly rate</b> New clause should be inserted to clarify the interaction of the 115% minimum hourly rate with any hours worked that may otherwise attract a shift loading.	<a href="#">Paras 430-431</a>	Proposed wording supplied
	NFF	<a href="#">Reply-sub-5May16</a>			Agree with AIG that clause should be revised.	<a href="#">Para 23 page 4</a>	
	AWU	<a href="#">ReplySub-5May16</a>			In response to AIG – accept AIG proposal reflects clause 38.3 of the award. However reference to clause 20.1(a) should be amended to clause 12.2	<a href="#">Para 42 page 5</a>	Ai Group supports change to clause reference from 20.1(1) to 12.2

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	ABI&NS WBC	<a href="#">Reply sub 6May16</a>			Support AIG and note the proposed wording was the result of a content variation approved by the FWC as part of the Modern Awards Review 2012.	Page 12, para 20.7	
34.	FWO	<a href="#">Corro- 02/03/15</a>	12.3	20.2(a)	<b>Piecowork Rate</b> Query whether the calculation of the minimum piece rate for employees performing work during penalty hours should take into account penalty rates in the Award, and if so, how these and the additional 20% piecowork loading interact.	Item 36 page 9	
35.	AIG	<a href="#">Sub-14Apr16</a>	12.3(d)		<b>Piecowork</b> Reference to clause 12.1 should be to clause 12	Paras 432-433	
	NFF	<a href="#">Reply-sub- 5May16</a>			Suggests AIG concern could be resolved by including reference to clauses 12.3 and 12.4 in clause 12.3(d)	Para 24 page 4	Proposed wording supplied.
	AWU	<a href="#">ReplySub- 5May16</a>			In response to AIG – not opposed to this amendment	Para 43 page 6	
36.	AIG	<a href="#">Sub-14Apr16</a>	12.3(e)		<b>Piecowork</b> Reference to clause 12.1 should be to clause 12	Paras 434-435	
	NFF	<a href="#">Reply-sub- 5May16</a>			Suggests AIG concern could be resolved by including reference to clauses 12.3 and 12.4 in clause 12.3(d)	Para 24 page 4	Proposed wording supplied.

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	AWU	<a href="#">ReplySub-5May16</a>			In response to AIG – not opposed to this amendment	Para 43 page b6	
37.	AIG	<a href="#">Sub-14Apr16</a>	13.1(a)	21.2	<b>Work in water and cleaning drains</b> Clause should be amended to specify that allowance is only payable for the time engaged in such work.	Paras 436-437	Proposed wording supplied
	AWU	<a href="#">ReplySub-5May16</a>			In response to AIG – not opposed to amendment.	Para 44 page 6	
38.	NFF	<a href="#">Sub-14Apr16</a>	14.1-2, 17.1-2, 20.1-2		<b>Payment of wages</b> May be sensible to inert a single version of this clause so as to avoid duplication	Page 6	In principle agreement that the payment of wages clause should not be duplicated unnecessarily.
	AWU	<a href="#">Sub-17Apr16</a>			Provisions are currently replicated, and should instead appear in Part 7—Other wage related provisions. The words “ordinary hours” should be deleted and replaced with “according to the actual hours worked each week”.	Pages 1-2 and para 24 page 4	
	NFF	<a href="#">Reply-sub-5May16</a>			Duplication of entitlements should be avoided in the ED. Does not agree with AWU that the words “ordinary hours” should be deleted from clauses 14.1, 17.1 and 20.1	Para 26 and 27 page 4	
	AWU	<a href="#">ReplySub-5May16</a>			In response to NFF – relies on submission dated 17 April 2016	Para 23 page 4	
	AIG	<a href="#">Reply sub – 5May16</a>			Does not consider proposed AWU amendment is necessary but does not oppose AWU’s suggestion that clauses need only appear once in Part 7 – Other Wage Related Provisions.	Para 305	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
39.	NFF	<a href="#">Sub-14Apr16</a>	14.3		<b>Higher duties</b> Replaced 'highest' with 'higher' wherever used.	Page 6	
	AIG	<a href="#">Reply sub – 5May16</a>			Does not oppose NFF's submission.	Para 307	
40.	AWU	<a href="#">Sub-17Apr16</a>	14.3, 17.5		Provisions are currently replicated, and should instead appear in Part 7—Other wage related provisions.	Page 2	
	AIG	<a href="#">Reply sub – 5May16</a>			Does not oppose AWU suggestion.	Para 304	
41.	ASMC	<a href="#">Sub-10Mar16</a>	15.4(d)	40.4(d)	<i>In response to: Parties are asked to clarify if junior employees receive only the relevant percentage of wage and/or expense related allowances in clause 16.</i> Sugar pays according to the job actually being done. Junior wage or expense related allowances are not paid.	Page 3	
	AWU	<a href="#">Sub-17Apr16</a>			It is not appropriate for junior employees to only receive a proportion and the cl should be amended to clarify that junior employees receive the full allowance rates.	Para 25 page 4	
	AMWU	<a href="#">ReplySub-5May16</a>			Supports proposition that where juniors undertake work that entitles them to an allowance, they receive that at the full	Page 1	



ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					rate.		
	AIG	<a href="#">Reply sub – 5May16</a>			Does not oppose view of ASMC in respect of juniors and allowances.	Para 308	
42.	AMWU	<a href="#">Sub-02/02/15</a>	16 and 19	22.30 and/or 23.3	<b>Tool Allowance</b> Propose insertion of tool allowance for apprentices. This could be done by creating a separate entitlement for apprentices or by amending current entitlement to apply to apprentices.	Para 3	See also Transitional Review decision: <a href="#">[2013] FWCFB 9295</a> at paras 14–17
43.	AWU	<a href="#">Sub-17Apr16</a>	16.1(c)		<b>Allowances – bagasse bins</b> Submits that the rate should be 200% of the “applicable rate of pay”.	Para 26 page 4	
	ABI&NS WBC	<a href="#">Reply sub 6May16</a>			Oppose AWU proposal as this would be a substantive change to content of current award.	Page 11, para 20.4	
	AIG	<a href="#">Reply sub – 5May16</a>			Opposes introduction of “applicable rate of pay”. AWU’s proposal would require the application of allowance to a rate that incorporates penalties and loadings.	Paras 309 – 311	
44.	AWU	<a href="#">Sub-17Apr16</a>	16.1(t)		<b>Allowances – hot work</b> Submits that the rate should be 200% of the “applicable rate of pay”.	Para 27 page 4	
	ABI&NS WBC	<a href="#">Reply sub 6May16</a>			Oppose AWU proposal as this would be a substantive change to content of current award.	Page 11, para 20.4	
	AIG	<a href="#">Reply sub – 5May16</a>			Opposes introduction of terminology and clause should not be amended.	Para 313 – 315	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
45.	ABI&NS WBC	<a href="#">Sub-15Apr16</a>	16.1(f)(ii), 16.1(r)		<b>Allowances</b> Not opposed to a sensible rounding of the measurements	Para 20.8	Proposed amendments supplied
	AWU	<a href="#">ReplySub-5May16</a>			In response to ABI&NSWBC – there is no need to limit these entitlements by increasing the prescribed amounts via rounding.	Para 31 page 4	
	AIG	<a href="#">Reply sub – 5May16</a>			Not opposed to rounding amendments suggested by ABI.	Para 312	
46.	ASMC	<a href="#">Sub-10Mar16</a>	16.1(t)(iii)	22.20(c)	<b><i>In response to: Parties are asked whether the terms “spelling time” and “gang” should be defined or replaced with more contemporary terminology.</i></b> Suggests that “spelling time” be replaced with “recovery time” and “gang” replaced with “crew”	Page 3	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	AWU	<a href="#">Sub-17Apr16</a>			“Member of the gang” appears clear. “Spelling time” may require clarification.	Para 28, page 4	
	AMWU	<a href="#">ReplySub-5May16</a>			Supports proposal that “spelling time” is replaced by “recovery time” and that “gang” is replaced by “crew”.	Page 1	
	AWU	<a href="#">ReplySub-5May16</a>			In response to ASMC - Not opposed to amendments suggested	Para 7 page 2	
	AIG	<a href="#">Reply sub – 5May16</a>			Does not oppose amendments suggested by ASMC.	Para 316	
47.	ASMC	<a href="#">Sub-10Mar16</a>	16.1(t)(iv)	22.18	<b><i>In response to: It is unclear what allowances are not payable when this allowance is paid. Parties are asked to specify the clauses that do not apply when this allowance applies.</i></b> Party has provided a list of allowances in their submission that are not payable when this allowance is paid.	Page 3	
	ABI&NS WBC	<a href="#">Sub-15Apr16</a>			List of allowances not payable supplied.	Para 20.9	
	AWU	<a href="#">Sub-17Apr16</a>			It is not clear which other allowances are excluded based upon the current wording. Cl should be redrafted.	Para 29	
	AWU	<a href="#">ReplySub-5May16</a>			In response to ASMC and ABI&NSWBC - Allowances not payable are 16.1(d), 16.1(m), 16.1(aa) and 16.1(dd)	Para 8 page 2	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
48.	ABI&NS WBC	<a href="#">Sub-15Apr16</a>	16.1(v)(iii )		<i>In response to: Parties are asked to clarify whether the term “in addition to the rates prescribed” refers to the allowances in 16.1(v)(i) and (ii) or the employee’s hourly rate.</i> Refers to the allowance of \$0.66 set out in clause 16.1(v)(iv)	Para 20.10	
	ASMC	<a href="#">Sub-10Mar16</a>			The wording “in addition to the rates prescribed” should be added to clauses 16.1(v)(i) and 16.1(v)(ii)	Page 3	
	AWU	<a href="#">Sub-17Apr16</a>			The reference to “in addition to the rates prescribed” appears intended to clarify this is an additional amount not affected by the payment of any other rates.	Para 30 page 4	
	AWU	<a href="#">ReplySub-5May16</a>			In response to ASMC - Not opposed to the amendments suggested.	Para 9 page 2	
	AIG	<a href="#">Reply sub – 5May16</a>			Does not oppose AMSC’s proposed amendments.	Para 317	
49.	AWU	<a href="#">Sub-17Apr16</a>	16.1(dd)		<b>Allowances – work in rain</b> Submits that the rate should be 200% of the “applicable rate of pay”.	Para 31 page 4	
	ABI&NS WBC	<a href="#">Reply sub 6May16</a>			Oppose AWU proposal as this would be a substantive change to content of current award.	Page 11, para 20.4	
	AIG	<a href="#">Reply sub – 5May16</a>			Opposes introduction of terminology.	Paras 318 – 320	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
50.	ASMC	<a href="#">Sub-10Mar16</a>	17.3(c)	27.3(c)	<p><i>In response to: Parties are asked to clarify the effect of clauses 17.3(b) and (c) in respect of the hourly rates defined in Schedule D.2, which are based on a 38 hour week.</i></p> <p>The hourly pay rates defined in Schedule D.2 are calculated on a 38 hourly divisor hence are applicable to those employees deemed to be seasonal as in clause 17.3 (b) – 38 hour divisor. Pay rates for employees on 40 and 36 divisors are not accommodated.</p>	Page 4	Employer parties have shared view that a Schedule D is not required for this award, or if to be included, to be significantly simplified.
	ABI&NS WBC	<a href="#">Sub-15Apr16</a>			<p>The hourly rates set out at Schedule D.2 doesn't contemplate method of payment set out at 17.3 since they are based on a 38 hour week only. This does not reflect the correct pay rate for non-seasonal employees during nominal slack season or the applicable pay rate for all employees during nominal crushing season.</p>	Para 20.11-12	
	AIG	<a href="#">Sub-14Apr16</a>			<p>Clauses 17.3(b) and (c) have not been accommodated in the Schedule D.2, as the rates there prescribed are based on a 38 hour week. A clear notation should be inserted that the Schedule D.2 hourly rates do not necessarily apply, with references to the aforementioned clauses.</p>	Para 438	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	AWU	<a href="#">ReplySub-5May16</a>			In response to ASMC - It appears the weekly rate in clause 15.1 needs to be used for the calculations involving a divisor of 36 or 40 as opposed to the hourly rates in Schedule D.2. In response to ABI&NSWBC – not opposed to the inclusion of additional rate schedules.	Para 10 page 2 Para 33 page 5	
	ABI&NS WBC	Reply sub 6May16			History of provisions can be traced to Sugar Milling Industry Award 2005 (Qld) (Milling NAPSA). Clauses 17.3, 26.9(a) and 26.10(a) replicate those in the Milling NAPSA. Party reserved right to make further submissions.	Page 12, Paras 20.08 – 20.11	
51.	AIG	<a href="#">Sub-14Apr16</a>	17.4		<b>Absences from duty under an averaging system</b> Clause should be relocated so that it applies to all employees.	Para 439	
	AWU	<a href="#">Sub-17Apr16</a>			<b>Payment of wages – absences from duty under an averaging system</b> In addition to this clause seemingly applying to all sectors, the practical effect of the provision is unclear.	Para 32 page 5	
	NFF	<a href="#">Reply-sub-5May16</a>			Notes submission of AWU. It is clear this clause only applies in relation to Part 5 of the Award (that is, milling, distillery, refinery and maintenance operations).	Para 28 page 4	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	AWU	<a href="#">ReplySub-5May16</a>			In response to AIG – agrees and refers to initial submissions on 17 April 2016 at [8].	Para 46 page 6	
	AIG	<a href="#">Reply sub – 5May16</a>			Substantial change and clause should be relocated to Part 7 – Other Wage Related Provisions. Party supports retention of clause 17.4 and disagrees with AWU about its unclear practical effect.	Paras 321 -322	
52.	ASMC	<a href="#">Sub-10Mar16</a>	17.4(c)	27.4(c)	<i>In response to: Clause 17.4(c) is currently drafted “...will incur a proportion of the debit for the day, based upon the proportion of the working day that the employee was in attendance”. Should it be drafted, as below, where the proportion of the debit is based on the proportion of the day the employee was NOT in attendance?</i> Party has provided amendment in submission.	Page 4	
	ABI&NS WBC	<a href="#">Sub-15Apr16</a>			The current drafting of the exposure draft is correct.	Para 20.13	
	AWU	<a href="#">ReplySub-5May16</a>			In reply to ASMC and ABI&NSWBC – the current terminology is unclear. Clause may be improved if an hourly system is used as opposed to days.	Para 11 page 2 Para 34 page 5	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
53.	ASMC	<a href="#">Sub-10Mar16</a>	25.2(b)	29.2(b)	<i>In response to: Parties are asked to comment on how clause 25.2(b) interacts with clause 10.2(c), and what the correct rate is for field sector employees working on Sundays. Should clause 25.2(b) refer to "overtime work" rather than "all work"? – see Correspondence from the FWO</i> Clause 10.2 (c) references ordinary time worked on a Saturday or Sunday. For clarity, clause 25.2 (b) should refer to overtime work rather than all work. The heading of clause 25.2 should read "Payment for working overtime on Saturdays, Sundays or on Rostered Days Off".	Page 4	
	NFF	<a href="#">Sub-14Apr16</a>			Overtime provisions in clause 25 do not apply until an employee has worked 152 hours over a four week period. Ordinary time worked on a Saturday and Sunday is paid in accordance with clause 10.2(c) (i.e. 150% of the minimum hourly rate)	Page 6-7	Proposed wording supplied
	ABI&NS WBC	<a href="#">Sub-15Apr16</a>			The two clauses envisage payment of different penalties in different circumstances. One is concerned with ordinary time worked on Saturdays and Sundays, the other with overtime worked on a Sunday.	Para 20.5-6	



ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	AWU	<a href="#">ReplySub-5May16</a>			In response to NFF – don't accept that overtime will only be payable after an employee has worked 152 hours over a 4 week period. The ordinary hours have to be fixed under clause 10.2(c) and hours in addition to these will be overtime, even if the 152 hours over a 4 week period has not been worked. This is confirmed by cl 25.1(c)	Para 24 page 4	
54.	AIG	<a href="#">Sub-14Apr16</a>	25.4(a)		<b>Length of rest period</b> Reinstate current wording: phrase 'where possible' should be replaced with 'reasonably practicable'.	Para 440	
	AWU	<a href="#">ReplySub-5May16</a>			In response to AIG – not opposed to an amendment to reflect clause 31.4(a) of the award.	Para 47 page 6	
55.	AWU	<a href="#">Sub-17Apr16</a>	26.2		<b>Shiftwork definitions</b> Definition of "shift worker" should be deleted as it creates ambiguity with the provisions which follow because they are not confined to employees working in a 24/7 continuous operation. The definition appears more directed at the entitlement to an additional week of annual leave as per clause 27.2	Para 33 page 5	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	AIG	<a href="#">Reply sub – 5May16</a>			Opposes AWU’s suggested removal of definition and it would amount to a substantial change to award.	Para 323	
56.	AWU	<a href="#">Sub-17Apr16</a>	26.5(b)		<b>Afternoon and night shift allowances – other than field sector</b> CI seems to prohibit the working of continuous night shifts. If this is not the case, a loading of 30% should apply. Reference to 30% shift loading being paid “instead of any other shift allowance” appears intended to be confined to the 15% loading which would otherwise apply.	Para 34 page 5	
	NFF	<a href="#">Reply-sub-5May16</a>			Notes submission of AWU and considers that this clause does not prohibit the working of continuous night shift in the absence of a specific reference to them.	Para 29 page 4	
	AIG	<a href="#">Reply sub – 5May16</a>			Disagrees with AWU.	Para 324	
57.	ASMC	<a href="#">Sub-10Mar16</a>	26.9	32.9	<b><i>In response to: Clause 26.9 provides that the roster system may be approved by the Fair Work Commission. Is there a legislative mechanism that provides for this?</i></b> There are recent changes to the FWA where if there is major change, employees who are impacted by the roster change are invited to give their views regarding the impact of the change	Page 4	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					(including any impact in relation to their family or caring responsibilities).		
	ABI&NS WBC	<a href="#">Sub-15Apr16</a>			Party not aware of any express legislative mechanism which would confer a power on the Commission to approve a roster system, save perhaps for consent arbitration under clause 35.5 of the exposure draft.	Para 20.14	
	NFF	<a href="#">Reply-sub-5May16</a>			The FWC has power to approve a roster system through a consent arbitration under s.595(3) or 739(4) of the FW Act	Para 30 page 4	
	AWU	<a href="#">ReplySub-5May16</a>			In response to ABI&NSWBC – if the word “approved” is changed to “determined” it appears there would be jurisdiction for the Commission to resolve the matter under s.739 of the Act.	Para 35 page 5	
	ABI&NS WBC	<a href="#">Reply sub 6May16</a>			History of provisions can be traced to <i>Sugar Milling Industry Award 2005 (Qld)</i> (Milling NAPSA). Clauses 17.3, 26.9(a) and 26.10(a) replicate those in the Milling NAPSA. Party reserved right to make further submissions.	Page 12, Paras 20.08 – 20.11	
57A	ABI&NS WBC	<a href="#">Reply sub 6May16</a>	26.10(a)		<b>Nominal slack season – shiftwork</b> History of provisions can be traced to Sugar Milling Industry Award 2005 (Qld) (Milling NAPSA). Clauses 17.3, 26.9(a) and 26.10(a) replicate those in the Milling NAPSA. Party reserved right to make further submissions.	Page 12, paras 20.08 – 20.11	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
58.	AWU	<a href="#">Sub-17Apr16</a>	26.10(g)		<b>Nominal slack season – shiftwork</b> The 20% figure is used instead of “one fifth” in other parts of the ED and should be inserted here.	<a href="#">Para 35 page 5</a>	
	NFF	<a href="#">Reply-sub-5May16</a>			Agree the figure should be 20% instead of “one fifth”	<a href="#">Para 31 page 5</a>	
	AIG	<a href="#">Reply sub – 5May16</a>			Does not oppose AWU’s suggested amendment	<a href="#">Para 325</a>	
59.	ASMC	<a href="#">Sub-10Mar16</a>	27.6(c)	33.6(c)	<i>In response to: Parties are asked whether clause 27.6(c) requires clarification. This provision appears to have been taken from AN140048 - Bulk Terminals Award - State 2003.</i> Further clarification is required around the option being offered to convert 5 travel days to an additional 2% employer’s superannuation contribution for the term of their employment. Eg are the 5 days converted annually; timing of conversion;	Page 4	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	AWU	<a href="#">Sub-17Apr16</a>			Agree the effect of this provision needs to be clarified with reference to the predecessor instrument.	Para 36 page 5	
	AWU	<a href="#">ReplySub-5May16</a>			In response to ASMC – agrees the effect of the provision needs to be clarified.	Para 12 page 2	
	AIG	<a href="#">Reply sub – 5May16</a>			Should clause 27.6(c) be amended pursuant to the AWU’s submission, AIG requests parties be given an opportunity to review and provide comments.	Para 326	
60.	AWU	<a href="#">Sub-17Apr16</a>	33.5 (f)		<b>Redundancy – Bulk terminal employees</b> The reference to “severance payments as set out in clause 32 – Termination of Employment” should be amended to “notice payments”	Para 37 page 5	
	AIG	<a href="#">Reply sub – 5May16</a>			Does not oppose AWU amendment.	Para 327	
61.	ASMC	<a href="#">Sub-10Mar16</a>	35.6	9.6	<i>In response to: Clause 35.6 differs from the standard wording in that it says “safe and legal” instead of “safe and appropriate”. Parties are asked whether this different wording should be maintained.</i> Recommend the wording “safe and legal” is maintained. <b>Legal</b> – authorised/lawful/permitted <b>Appropriate</b> – suitable/correct/fitting	Page 4	<b>Employer parties have shared view that current award term is appropriate unless problems have been identified to support a variation.</b>
	NFF	<a href="#">Sub-14Apr16</a>			NFF supports an approach where no change is made to the wording of the award	Page 7	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					if a change would alter the meaning of the term.		
	ABI&NS WBC	<a href="#">Sub-15Apr16</a>			The standard wording of 'safe and appropriate' should be adopted.	Para 20.15	
	AMWU	<a href="#">ReplySub-5May16</a>			Supports ABI submission - consistent wording of "safe and appropriate".	Page 1	
	AWU	<a href="#">ReplySub-5May16</a>			In response to ABI&NSWBC – agree to amendment proposed.	Para 36 page 5	
	AIG	<a href="#">Reply sub – 5May16</a>			Does not oppose ASMC and NFF.	Para 328	
62.	NFF	<a href="#">Sub-14Apr16</a>	Schedule D		Columns dealing with Saturday and Sunday overtime rates should be deleted. Alternatively, they should be amended to make clear that the rates only apply after the 152 hours in 4 weeks has been exceeded.	Page 7	Employer parties have shared view that a Schedule D is not required for this award, or if to be included, to be significantly simplified.
	AWU	<a href="#">ReplySub-5May16</a>			In reply to NFF – does not agree that overtime will only be payable after an employee has worked 152 hours over a 4 week period. The ordinary hours have to be fixed under clause 10.2(a) and hours in addition to these will be overtime, even if the 152 hours over a 4 week period has not been worked. This is confirmed by cl 25.1 (c) of the ED.	Para 25 page 4	
	AIG	<a href="#">Reply sub – 5May16</a>			Does not oppose AWU's amendment	Para 329	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
63.	AWU	<a href="#">Sub-17Apr16</a>	Schedule D.3.1		<b>Summary of hourly rates of pay – Bulk terminal operation employees</b> Suggests a footnote is required for the 150% and 200% rates indicating these are paid for work outside the span of ordinary hours.	Para 38 page 5	
	AIG	<a href="#">Reply sub – 5May16</a>			Does not oppose AWU’s proposal that a footnote be added.	Para 330	
64.	AWU	<a href="#">Sub-17Apr16</a>	Schedule D.3.2		<b>Summary of hourly rates of pay – Bulk terminal operation employees</b> The heading does not identify these are shift rates and the table does not contain higher rates payable for shifts on the weekend by bulk terminal operators.	Para 39 page 5	
	AIG	<a href="#">Reply sub – 5May16</a>			Does not oppose reference to shift work as referred by the AWU.	Para 331	
65.	ASMC	<a href="#">Sub-10Mar16</a>	H.3.3	Schedule D.3.3	<b><i>In response to: 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></b> No training programs identified.	Page 5	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
66.	ASMC	<a href="#">Sub-10Mar16</a>	H.7	Schedule D1.1	<i>In response to: Parties are asked to review the packages listed to ensure the lists are complete and up-to-date</i> Reviewed and listed are complete and up-to-date.	Page 5	
	NFF	<a href="#">Sub-14Apr16</a>			Training packages listed are complete and up to date.	Page 8	
67.	ASMC	<a href="#">Sub-10Mar16</a>	Schedule I	3	<i>In response to: Parties are to consider whether the terminology in clauses 3.2(b)–(e), regarding the different sectors, should be consistent with the definitions in Schedule I—Definitions.</i> Party responds in the same way to Item 1 of summary.	Page 5	
68.	NFF	<a href="#">Sub-14Apr16</a>	Schedule I		<b>Location of definitions</b> Definitions should appear in the body of the award, not a schedule at the end.	Page 3	
	AWU	<a href="#">ReplySub-5May16</a>			In response to NFF – AWU is satisfied with approach of having definitions as a Schedule and does not believe any amendment necessary.	Para 14 page 3	
	AIG	<a href="#">Reply sub – 5May16</a>			This is the approach adopted by the Commission in all Exposure Drafts. And party does not identify a difficulty arising from this.	Para 333	
69.	NFF	<a href="#">Sub-14Apr16</a>	Schedule I		<b>Definitions</b> Definitions present in the award have been selectively included in the schedule.	Page 3	



ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
70.	NFF	<a href="#">Sub-14Apr16</a>	Schedule I		<b>Definitions</b> 'Minimum hourly wage' is defined but 'minimum hourly rate' is also frequently used.	Page 3	
71.	NFF	<a href="#">Sub-14Apr16</a>	Schedule I		<b>Definitions</b> The standard rate is of limited relevance and should be removed.	Page 3	
	AMWU	<a href="#">ReplySub-5May16</a>			Opposes removing the standard rate from the award. Whilst supports the inclusion of dollar figures throughout the award, the mechanism of the standard rate provides nexus between certain payments and the award rate of pay	Page 2	
	AWU	<a href="#">ReplySub-5May16</a>			In response to NFF – References to "standard rate" have been replaced with dollar amounts throughout the ED. It appears sensible to retain definition of the "standard rate" as a historical benchmark regarding how the amounts have been calculated.	Para 15 page 3	
	ABI&NS WBC	<a href="#">Reply sub 6May16</a>			In response to NFF – clauses 15.3, E.1.1, E.1.2 and E.2.2 are calculated by reference to the standard rate.	Pages 12-13, Para 20.12	
	AIG	<a href="#">Reply sub – 5May16</a>			Disagree with NFF. Various allowances in award are calculated by reference to standard rate.	Paras 332, 334 – 337	

**List of abbreviations (in alphabetical order)**

ABI&NSWBC	Australian Business Industrial and the New South Wales Business Chamber
AIG	Australian Industry Group
ASMC	Australian Sugar Milling Council
AWU	Australian Workers' Union
FWO	Office of the Fair Work Ombudsman
NFF	National Farmers' Federation