

From: Sarah McKinnon [mailto:SMcKinnon@nff.org.au]
Sent: Wednesday, 25 January 2017 10:53 AM
To: AMOD
Subject: RE: AM2014/300 - Award flexibility - TOIL - Pastoral and Horticulture awards

Dear AMOD team,

Thank you for the opportunity to comment on the draft determinations below.

Please find below our comments:

[Draft determination - Horticulture Award 2010](#)

Schedule H

For consistency with proposed clause 24.1(c)(iii) and to avoid confusion, we suggest that proposed paragraph 4 of Schedule H be revised as follows (additional words in bold):

4. If the agreement is terminated, the employer must pay the employee for overtime worked **after that time** at the overtime rate applicable to the overtime when it was worked.

This will ensure that parties are not mistakenly given the wrong impression, by making clear that termination of an agreement for time off instead of overtime has prospective effect. That is, overtime rates only apply to overtime worked *after* the agreement to take time off instead has been terminated.

[Draft determination - Pastoral Award 2010](#)

1. Location of the proposed term in the award

In relation to the location of the proposed terms, the parties had expressed a preference for one standard clause to be inserted into the award rather than three identical clauses in separate parts of the Award. The approach taken in the draft determination would instead insert three separate, but identical clauses.

This may be a matter that can be dealt with in the Exposure Draft Process. Alternatively, if it could be addressed in these proceedings, our preference would be to insert the term as new clause 18 (which is currently blank other than the heading). To promote ease of understanding, a note could then be inserted in clauses 31, 36 and 42 alerting the reader to the “time off instead of payment for overtime” term in clause 18.

2. Schedule G

For consistency with proposed clause 24.1(c)(iii) and to avoid confusion, we suggest that proposed paragraph 4 of Schedule G be revised as follows (additional words in bold):

“4. If the agreement is terminated, the employer must pay the employee for overtime worked **after that time** at the overtime rate applicable to the overtime when it was worked.

This will ensure that parties are not mistakenly given the wrong impression, by making clear that termination of an agreement under clause 24.1 has prospective effect. That is, overtime rates only apply to overtime worked *after* the agreement to take time off instead has been terminated.

Yours sincerely,

Sarah

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