Australian Industry Group

4 YEARLY REVIEW OF MODERN AWARDS

Submission on outstanding technical and drafting issues

Group 4 Exposure Drafts

19 April 2018

4 YEARLY REVIEW OF MODERN AWARDS

EXPOSURE DRAFTS: GROUP 4 AWARDS

1. INTRODUCTION

1. This submission responds to the Fair Work Commission's (**Commission**) decision of 21 March 2018[1] (**21 March 2018 Decision**) relating to awards allocated to Group 4 during the 4 yearly review of modern awards.

2. The Australian Industry Group (**Ai Group**) has filed several submissions relating to Group 4 Exposure Drafts, including but not limited to:

   - A 30 June 2016 submission on the Group 4A – 4C Exposure Drafts;
   - An 8 July 2016 submission on the Group 4C Construction Industry Exposure Drafts;
   - A 22 July 2016 reply submission on the Group 4A - 4C Exposure Drafts;
   - A 31 August 2016 submission on general issues arising in Exposure Drafts;
   - A 16 January 2017 submission on Revised Group 4A to 4C Exposure Drafts;
   - An 18 January 2017 submission on the Group 4D – 4F Exposure Drafts; and
   - A 22 February 2017 submission on the Group 4D – 4F Exposure Drafts.

3. This submission addresses a limited number of issues relating to the following Exposure Drafts:

   i. *Exposure Draft – Aged Care Award 2016;*

   ii. *Exposure Draft – Airline Operations – Ground Staff Award 2016;*

   iii. *Exposure Draft - Airport Employees Award 2016;*

[1] *4 Yearly review of modern awards – Award stage – Group 4 awards* [2018] FWCFB 1548.

iv. *Exposure Draft – Book Industry Award 2016;*

v. *Exposure Draft – Food, Beverage and Tobacco Manufacturing Award 2016;*

vi. *Exposure Draft – Plumbing and Fire Sprinklers Award 2016;*

vii. *Exposure Draft – Professional Employees Award 2016; and*

viii. *Exposure Draft – Social, Community, Home Care and Disability Services Award 2016.*

2. EXPOSURE DRAFT – AGED CARE AWARD 2016

Clauses 15.4(c)(i) and 15.4(d)(i) – Sleepovers (item 15)

4. Ai Group understands that issues such as the one it has identified in relation to clauses 15.4(c)(i) and 15.4(d)(i) will be affected by any decision made by the Plain Language Redrafting Full Bench regarding the manner in which penalties and loadings are expressed / characterised. We suggest that, accordingly, item 15 be determined after that broader issue has been dealt with.

Clause 22.2(a) – Part-time and casual employees (item 49)

5. Consistent with the agreement reached between interested parties (see summary of submissions dated 20 November 2017), the words "who works more than" should be deleted and replaced with "in excess of".

3. EXPOSURE DRAFT – AIRLINE OPERATIONS – GROUND STAFF AWARD 2016

Clause 14.2(a) – Changes to rosters or hours of work

6. In the 21 March 2018 Decision, the Full Bench (at paragraphs [95] – [99]) expressed a *provisional view* that the following additional sentence should be added to clause 14.2(a) in the *Exposure Draft – Airline Operations – Ground Staff Award 2016*, consistent with the views expressed by a Full Bench of the

Commission in an earlier decision relating to the *Manufacturing and Associated Industries and Occupations Award 2010* (**Manufacturing Award**):

"Any change to rosters or hours of work is subject to the consultative provisions in clause 31."

7. Ai Group does not support the *provisional view* for similar reasons to those set out in paragraphs 75 to 93 of our 7 December 2015 submission on the Exposure Draft for the Manufacturing Award. Also, the proposed clause is erroneous to the extent that it states that any change to rosters or hours of work is subject to the relevant consultation clause. Only changes to "regular rosters or ordinary hours of work" are dealt with by the consultation clause.

Clauses 16.1(d) and 16.2(e) – Meal breaks (item 6)

8. In light of issues originally raised by various parties regarding clause 7.3 of the Exposure Draft, interested parties discussed and reached agreement on variations to clauses 16.1(d) and 16.2(e) of the Exposure Draft. The agreed changes are reflected in our correspondence to the Commission of 27 February 2017.

9. We note that the agreed changes have not been made to the Exposure Draft despite an indication to the contrary in the 21 March 2018 Decision at paragraph [83]. We submit that they should be made.

4. EXPOSURE DRAFT – AIRPORT EMPLOYEES AWARD 2016

Clause 27.8 - Rostered day off falling on a public holiday

10. In this Exposure Draft, there is a very important issue that has arisen regarding payments for RDOs falling on a public holiday. It is essential that the Full Bench consider this issue very carefully to avoid potential adverse flow-on effects for other awards.

11. As pointed out in the 21 March 2018 Decision, no employer representatives have, to date, participated in the Review proceedings relating the Airport Employees Award. The AMWU and CEPU have expressed a view on the interpretation of clause 27.8 – Rostered Day Off Falling on a Public Holiday. The view expressed by the unions (or at least the manner in which the Full Bench has understood the view expressed) is not correct for the reasons set out below.

12. The relevant extract from the Full Bench decision is:

> *Item 15 – Rostered day off falling on public holiday*
>
> **[162]** The Commission asked whether payment for a public holiday is in addition to the payment for a rostered day off.
>
> **[163]** The AMWU and the CPSU submitted that an employee whose rostered day off falls on a public holiday would receive payment for the public holiday and a separate day off.
>
> **[164]** In the absence of any objection we are content to accept this interpretation. Interested parties are asked whether they seek any variation to the exposure draft to clarify this interpretation. For example, a new clause 27.8(d) could be inserted as follows:
>
> > **(d)** An employee whose rostered day off occurs on a public holiday will receive the payment in clause 27.8(b) and an additional day off on an alternate day.
>
> **[165]** Submissions on this *provisional* view are to be provided by **19 April 2018**, see the Next steps below.
>
> **[166]** We note that no employer representatives participated in the proceedings in relation to the Airport Employees Award. The views expressed are *provisional* views and interested parties are invited to comment on by **19 April 2018**, see the Next steps below. In the absence of any objection the changes discussed will be made to the exposure draft.

13. The relevant clause in the current Airport Employees Award is:

> **36.8 Rostered day off falling on public holiday**
>
> **(a)** An employee who, by the arrangement of their ordinary hours of work, is entitled to a rostered day off which falls on a holiday prescribed by this clause must, where practicable, observe the holiday and be granted an alternative rostered day off.
>
> **(b)** Where it is not practicable to grant an alternative rostered day off or by agreement between the employer and the employee, the employee must be paid for seven hours 36 minutes at ordinary rates.

(c) Entitlement to extra payment will not arise under this clause for employees whose salary is in excess of the maximum salary for an Administrative services officer Level 5.

14. The relevant clause in the Exposure Draft is:

> **27.8 Rostered day off falling on public holiday**
>
> (a) An employee who, by the arrangement of their ordinary hours of work, is entitled to a rostered day off which falls on a holiday prescribed by this clause must, where practicable, observe the holiday and be granted an alternative rostered day off.
>
> (b) Where it is not practicable to grant an alternative rostered day off or by agreement between the employer and the employee, the employee must be paid for seven hours 36 minutes at the minimum hourly rate.
>
> | Parties are asked to advise whether this payment is in addition to payment for the public holiday. |
> |---|
>
> (c) Entitlement to extra payment will not arise under this clause for employees whose wage is in excess of the maximum rate for an Administrative services officer Level 5.

15. The clause in the Airport Employees Award is relatively similar to clauses in many other awards. The history of the relevant clause in the Metal Industry Award and the Manufacturing Award is set out in a submission that Ai Group made on 28 October 2016 relating to the "applicable hourly rate" issue in the Exposure Draft of the Manufacturing Award.

16. The way that clauses dealing with RDOs that fall on a public holiday typically operate is as follows.

17. **Employees whose pay is not averaged**

- Some employees whose ordinary hours are structured to include RDOs are paid weekly according to the hours worked in the relevant week. These employees typically receive variable wage payments in each pay period depending upon the hours actually worked in the period (e.g. 40 hours' pay in Week 1, 40 hours' pay in week 2, 40 hours' pay in week 3, and 32 hours' pay in Week 4).

- For these employees, where an RDO falls on a public holiday, the employee would not be paid for the day on which the RDO falls because the employee has already been paid for 152 hours in the 4-week cycle. The employee would take the public holiday off and be entitled to have the RDO on another day (e.g. during the following week) without loss of pay for the day, or would be paid 7.6 hours pay as compensation for only having one day off in the relevant cycle, rather than an RDO and a day off for the public holiday.

- **For the 4 week cycle, the employee would either receive: (a) 152 hours pay, a day off for the public holiday and an RDO; or (b) 152 hours pay, a day off for the public holiday, and an extra 7.6 hours pay in lieu of the RDO that they did not receive.** It can be seen that the public holiday entitlements ensure equity with the entitlements of employees whose ordinary hours are arranged in a manner that does not include an RDO.

18. **Employees whose pay is averaged**

- Some employees whose ordinary hours are structured to include RDOs have their pay averaged to ensure consistent payments each week.

- For example, it is common for employees to work an 8-hour day over a 4-week cycle and to receive an RDO on the 20th day in the cycle. Such employees accrue 0.4 hour each day for 19 days (i.e. the difference between 7.6 hours and 8 hours). Over 19 days (i.e. 5 days per week in the first 3 weeks and 4 days in the 4th week) the employee would accrue 19 x 0.4 hr credits towards the RDO, which amounts to 7.6 hours in total. Therefore, the employee has accrued one day's pay over the 19-day period in order to be entitled to be paid for the 20th day.

- These employees would not lose pay in the week that the public holiday falls. Also, the employees are entitled to have the RDO on another day (e.g. during the following week) without loss of pay for the day, or to be paid 7.6 hours pay as compensation for not having an RDO for the cycle.

- **For the 4 week cycle, the employee would either receive: (a) 152 hours pay, a day off for the public holiday and an RDO; or (b) 152 hours pay, a day off for the public holiday, and an extra 7.6 hours pay in lieu of the RDO that they did not receive.** Again, it can be seen that the public holiday entitlements ensure equity with the entitlements of employees whose ordinary hours are arranged in a manner that does not include an RDO. The arrangements also ensure equity with employees who have an RDO but whose pay is not averaged.

19. The above explanation demonstrates that the inclusion of the paragraph in the award that the Commission has proposed would result in double-dipping for employees whose ordinary hours are structured to include RDOs (and consequent inequity for employees whose ordinary hours are structured without RDOs). The Commission has proposed the following clause:

> **(d)** An employee whose rostered day off occurs on a public holiday will receive the payment in clause 27.8(b) and an additional day off on an alternate day.

20. The clause is intended to give employees a compensatory payment of 7.6 hours if they do not receive an RDO; not an RDO in addition to a compensatory payment.

21. Accordingly, Ai Group strongly opposes clause 27.8(d).

22. There is no need for clause 27.8 in the Exposure Draft to be amended. This issue has only arisen as a result of the question in the Exposure Draft.

5. BOOK INDUSTRY AWARD 2016

12.1 Ordinary hours of work

23. In the 21 March 2018 Decision, the Full Bench expressed the following *provisional view* about clauses 12.1(b) and (c) of the Exposure Draft of the Book Industry Award:

> **[229]** We also express the *provisional* view that the following drafting variation to paragraphs 12.1(b) and (c) of the exposure draft to bring them more into line with the drafting of the current Book Industry Award:

(b) by employees working 19 days in a 28 day work cycle:~~, of~~ 40 ordinary hours in each of three weeks and 32 ordinary hours in one week; or

(c) by employees working 10 days in a 14 day work cycle:~~, of~~ 42 ordinary hours in one week and 34 ordinary hours in one week; or

[230] Interested parties are invited to comment on this provisional view by **19 April 2018**, see the Next steps below.

[231] There are no other outstanding issues for this Full Bench to determine with regards to the Book Industry Award.

24. Ai Group does not oppose the Commission's *provisional view*.

6. EXPOSURE DRAFT – FOOD, BEVERAGE AND TOBACCO MANUFACTURING AWARD 2016

Clause 2 – Definitions – "applicable rate of pay" (item 3)

25. The Exposure Draft uses the term "applicable rate of pay" in various provisions, as defined at clause 2. At the time when the Exposure Draft was the subject of submissions filed by various interested parties and a conferencing process before the Commission, the Commission's decision regarding the use of the same term in the Manufacturing Award was outstanding. That decision has since been handed down.[2]

26. Consistent with that decision, we submit that the Exposure Draft of the *Food, Beverage and Tobacco Industry Award 2016* should be amended as set out in the following table. Our proposals are based on the Commission's decision regarding comparable clauses in the Manufacturing Award.

[2] 4 yearly review of modern awards – Award stage – Group 1 [2017] FWCFB 3177 at [41] – [78].

Exposure Draft Clause	Proposed Amendment	Comparable Manufacturing Exposure Draft Clause
2	Delete definition of “applicable rate if pay”	
13.1(b)	**(b)** by agreement between an employer and an individual employee or the majority of employees in an enterprise or part of an enterprise concerned, an employee or employees may be required to work in excess of five hours but not more than six hours ~~at the applicable rate of pay~~ without a meal break. Employees will be paid for the sixth hour at the rate applying immediately prior to the end of the fifth hour.	14.1(b)
13.4	Subject to clause 13.1, an employee must work during meal breaks at the ~~applicable rate of pay~~ rate of pay applying to the employee immediately prior to the scheduled meal break whenever instructed to do so for the purpose of making good any breakdown of plant or for routine maintenance of plant which can only be done while the plant is idle.	14.5(a)
13.5	**13.5** Except as otherwise provided in clause 13—Meal breaks and except where any alternative arrangement is entered into by agreement between the employer and the employee concerned, employees ~~the rate of 150% of the applicable rate of pay~~ must be paid as follows for all work done during meal hours and thereafter until a meal break is taken: (a) Except in the circumstances referred to in clauses 13.5(b), (c) and (d): 150% of the ordinary hourly rate; (b) Where the unpaid meal break is during ordinary time on a Saturday or Sunday: 200% of the ordinary hourly rate; (c) Where the unpaid meal break is during ordinary time on a shift on which the	14.5(b)

	employee is entitled to a 12.5% loading: 162.5% of the ordinary hourly rate; (d) Where the unpaid meal break is during ordinary time on a shift on which the employee is entitled to a 15% loading: 165% of the ordinary hourly rate; (e) Where the unpaid meal break is during ordinary time on a shift on which the employee is entitled to a 30% loading: 180% of the ordinary hourly rate.	
20.2(f)(iv)	The rate of pay for travelling time is: • the ~~applicable~~ ordinary hourly rate ~~of pay~~ on Monday to Saturday, and • 150% of the ordinary hourly rate ~~applicable rate of pay~~ on Sundays and public holidays.	27.4(e)
21	The extra rates in this award, except rates prescribed in clause 20.1(f)—Special rates and rates for work on public holidays, are not cumulative so as to exceed the maximum of double the ~~applicable~~ ordinary hourly rate ~~of pay~~.	23
23.9(b)	**(b)** Where a day worker is required to work overtime on a Saturday, Sunday or public holiday or on a rostered day off, the first rest break must be paid at the ordinary hourly ~~employee's applicable rate of pay~~.	31.12(b)
23.9(c)	**(c)** Where overtime is to be worked immediately after the completion of ordinary hours on a day or shift and the period of overtime is to be more than one and a half hours, an employee, before starting the overtime, is entitled to a rest break of 20 minutes to be paid at the rate applying to the employee immediately prior to the scheduled meal break ~~employee's applicable rate of pay~~.	31.12(c)
23.12	Subject to any custom prevailing at an enterprise, where an employee is required regularly to hold themselves in readiness to work after ordinary hours, the employee must	31.15

	be paid standing by time at the ~~employee's applicable~~ ordinary hourly rate ~~of pay~~ for the time they are standing by.	
28.5(a)(i)	(i) 7.6 hours of pay at the ordinary hourly rate ~~applicable rate of pay~~; or	34.5(a)(i)

27. When the *Food, Beverage and Tobacco Manufacturing Award 2010* was being developed in 2008-09, the parties and the Australian Industrial Relations Commission were faced with modernising awards in an industry where there were a number of major food industry awards with different union respondents. For this reason, the modern award was based on the Manufacturing Award.

28. As set out in Ai Group's Award Modernisation Stage 3 Pre-Exposure Draft Submission of 6 March 2009 (emphasis added):

> "124. In developing the terms of our proposed *Food, Beverage and Tobacco Manufacturing Industry Award 2010*, Ai Group has largely based the provisions on the Modern Manufacturing Award."

29. Given the fact that the *Food, Beverage and Tobacco Manufacturing Award 2010* is based on the Manufacturing Award and the relevant provisions operate in a similar way, it is logical for the "applicable rate of pay" issue to be treated in a similar manner in both awards, as proposed above.

30. We also note that clause 35 uses the term "applicable rate of pay". It is a "standard clause" that has been the subject of the plain language re-drafting project. It should be amended in accordance with *4 yearly review of modern awards – Plain language re-drafting – standard clauses* [2017] FWCFB 5258 at [258].

Clause 2 – Definitions – ordinary hourly rate

31. The definition of "ordinary hourly rate" should be amended by replacing the words "clause 0" with "this award". If the Exposure Draft is amended to refer to a specific clause such as clause 14, the definition will fail to incorporate a reference to lower minimum rates of pay payable to apprentices, trainees and

employees under the supported wage system. This is because their minimum rates of pay are prescribed at clauses other than clause 14.

32. Our submission is consistent with the agreement reached between interested parties during a conference before Commissioner Lee. We refer to Commissioner Lee's report of 7 June 2017.

Clause 2 – Definitions – standard rate

33. The definition of "standard rate" should be amended to replace "clause 0" with "clause 14". This is a drafting error.

Clause 10.2(a) – Casual employment

34. We refer to the submissions earlier made concerning the definition of "ordinary hourly rate". A similar issue arises from clause 10.2(a) of the Exposure Draft, which purports to require the payment of an adult minimum rate to a casual employee even if, for example, the casual employee is an apprentice.

35. Accordingly, the words "in clause 14" should be replaced with "by this award".

Clause 14.1(b) – Adult employee minimum wages

36. The reference to "clause 0" should be replaced with "clause 14.1(a)".

Clause 14.1(d) – Adult employee minimum wages

37. The reference to "clause 0" should be replaced with "clause 14.1(a)".

Clause 16.1 – Adult apprentice minimum wages

38. The reference to "clause 0" should be replaced with "clause 14".

Clause 20.1(g) – Hot places

39. There appears to be a formatting error in relation to the numbering of the two subclauses appearing below clause 20.1(g).

Clause 23.4 – Saturday work – day worker (item 42)

40. We refer to Commissioner Lee's report of 7 June 2017 regarding the agreed amendment that was to be made to clause 23.4. The additional words should form part of the last sentence of the clause; they do not form a separate sentence.

Clause 23.11 – Call back (item 43)

41. Consistent with Commissioner Lee's report of 7 June 2017 and the terminology used elsewhere in the Exposure Draft, the word "hourly" should be inserted between "ordinary" and "rate" each time they appear consecutively in the preamble.

Schedule B.1.1 – Ordinary hourly rate

42. B.1.1 does not reflect the agreement reached between the parties before Commissioner Lee, as documented in the Commissioner's report of 7 June 2017, despite an indication to the contrary at paragraph [398] of the 21 March 2018 Decision. The provision should be amended accordingly.

7. EXPOSURE DRAFT – PLUMBING AND FIRE SPRINKLERS AWARD 2016

Clause 11.3(b) – Part-time employment

43. In the 21 March 2018 Decision, the Full Bench expressed the following *provisional view* about a proposed amendment to clause 11.3(b):

> **[595]** Our *provisional* view is that the variation proposed by the AWU should be made in order to provide part-time employees with more certainty about their pattern of work. The variation to clause 11.3(b) would be as follows:
>
> **(b)** upon the hours to be worked by the employee, the days upon which they will be worked and commencing <u>and finishing</u> times for the work;
>
> **[596]** Submissions in response to this *provisional* view are due by **19 April 2018**, see the Next steps below.

44. Ai Group does not oppose the Commission's *provisional view*.

Clause 13.14(d) – Adult apprentices

45. In the 21 March 2018 Decision, the Full Bench stated:

> *Item 12 – Adult apprentices*
>
> **[597]** As part of the exposure draft, the Commission asked whether clause 13.14(d)(ii) is a permitted term. Clause 13.14(d) is phrased as follows:
>
> > '**(d) Employment as an adult apprentice**
> >
> > **(i)** Where possible, employment as an adult apprentice should be given to an applicant who is currently employed by the employer so as to provide for genuine career path development.
> >
> > **(ii)** Adult apprentices will not be employed at the expense of other apprentices.'
> >
> > (emphasis added)
>
> **[598]** The equivalent clause in the current modern award, clause 16.4, is drafted in the same way.
>
> **[599]** Interested parties commented that the clause may be permitted but it is unhelpful because it provides no guidance about what "where possible" means.
>
> **[600]** Our *provisional* view is that clause 13.14(d)(ii) should be deleted because it has no work to do. Submissions in response to this provisional view are due by **19 April 2018**, see the Next steps below.

46. The clause references in the above extract are to paragraph 13.14(d)(ii), yet in paragraph [599] the Full Bench makes reference to the wording *"where possible"* which appears in paragraph 13.14(d)(i), not (ii). Accordingly, it is unclear to Ai Group whether the Commission's *provisional view* is that paragraph (i) or paragraph (ii) should be deleted. In any event, Ai Group supports the deletion of both paragraphs. In Ai Group's view, neither of the two paragraphs deal with matters that are permitted to be included in awards under ss.139 or 142 and, even if we are wrong on this, there is no merit in including either paragraph in the Award. An employer should be able to offer an apprenticeship to the best applicant and, therefore, both paragraphs should be deleted.

8. EXPOSURE DRAFT – PROFESSIONAL EMPLOYEES AWARD 2016

13.2 - Ordinary hours of work

47. In the March 2018 Decision, the Full Bench disappointingly rejected the agreement reached between Ai Group and APESMA to insert the following wording in subclause 13.2:

> 'For the purposes of this sub-clause 13.2, a cycle cannot be longer than 12 months.'

48. Even more disappointingly the Commission has decided to refer the following matter to a separately constituted Full Bench:

> **[618]** We are also concerned that the proposed averaging of ordinary hours of work over a 12 month period is not a reasonable period of time over which to average ordinary hours, and would raise practical issues with the reconciliation of the ordinary hours and any overtime worked including in situations where employment is terminated prior to a 12 month period.
>
> **[619]** Along with any overtime entitlement that might be introduced, there would need to be consideration of the rate at which overtime hours would be paid, for example, at the ordinary rate of pay or a loaded rate. There would also need to be consideration given to whether time off may be granted instead of payment for overtime.
>
> **[620]** The averaging of the ordinary hours of work clause has brought to our attention the issues of reconciling the average ordinary hours work over a cycle and the payment of overtime entitlements for hours worked in addition to ordinary hours. We note that under the Professional Employees Award, while there is provision that employees will be compensated for time worked regularly in excess of ordinary hours, there is no method of calculation of these 'additional hours in relation to remuneration, time off in lieu or penalty rates.
>
> **[621]** This matter will be referred to a separately constituted Full Bench for further consideration and determination.

49. The Professionals Award, as the name indicates, is an award that covers professional employees. Overtime provisions, and provisions that would require the micro-management of hours of work, are inconsistent with the nature of professional employment.

50. The terms of the Professionals Award, and the key predecessor pre-modern awards, are the product of a great deal of joint work, and a large measure of agreement, between Ai Group and APESMA over many decades in representing the interests of our respective memberships. The incentive for the major industrial parties to devote resources to adopting such a cooperative approach would be greatly reduced if the Commission was to decide to overturn key principles that underpin the current provisions in the Professionals Award. The absence of overtime provisions and the absence of provisions requiring the micromanagement of hours are fundamental principles in this award, and are inconsistent with the nature of the professional employment that the Award covers.

51. The current structure of the hours of work provisions in the Award reflect the nature of the professional employment arrangements that the Award covers. The provisions are intended to be flexible. There was no intention between the parties that negotiated the hours of work provisions that now appear in the Professional Employees Award (i.e. Ai Group and APESMA) for there to be an annual reconciliation process.

52. We urge the Full Bench to reconsider its decision to refer this matter to a separately constituted Full Bench.

Schedule B – Schedule of casual hourly rates

53. In the March 2018 Decision, the Commission expressed the following *preliminary view*:

> **[623]** We agree that Schedule B should be clarified to demonstrate that it includes the casual loading. Our *provisional* view is that the table be amended in the following manner, which is consistent with approach taken in other awards.
>
> | **Employee classification** | **Casual minimum hourly rate** **125%** |
> |---|---|
>
> **[624]** Submissions in response to this provisional view are due by **19 April 2018**, see the Next steps below.

54. Ai Group supports the *preliminary view*.

9. EXPOSURE DRAFT – SOCIAL COMMUNITY, HOME CARE AND DISABILITY SERVICES AWARD 2016

55. In the March 2018 Decision, the Full Bench stated:

> **[667]** We note that there are a number of other references to 'ordinary rate' and 'appropriate rate' that remain in the exposure draft. In light of the *December 2014 decision*, our *provisional* view is that such references should all be changed to 'minimum rate' or 'minimum hourly rate', whichever is more appropriate. Parties are to advise the Commission if they disagree with our *provisional* view, see the Next steps below. The clauses affected are as follows: clause 11.3, clause 13.6(c), clause 14.1(c), clause 18.1(b)(iii), clause 18.4 and clause 20.3(a).

56. Ai Group agrees with the *provisional view* that the Full Bench has expressed about the above matter.