

The Exposure Draft was first published on 15 January 2016. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
15 January 2016	Exposure Draft	
1 June 2016	Amendments to reflect agreement in principle of parties	2, 3.1, 4.2(a), 4.6(a), 7.1(a), 11.2(d)(iii), 11.3(e)(iii), 12.1(b), 12.5(c), 13.2(d); 13.3(d) & (e), 14.1(a), 15.3, 15.4, 15.5, 15.6(d), 16.1(t)(iii), 19, 20, 25.4(a), 26.10(g), 33.5(f), E.1.1
	Exposure Draft	
3 June 2016	Amendments to reflect agreement in principle of parties	2; 3.1, 3.3, 4.2(a); 4.4; 4.6; 7.1(a); 7.2(e)(ii); 7.6; 11.2(d)(iii); 11.3 11.3(e)(iii); 12.1; 12.2(a); 12.5(c); 13.2; 14.1; 15.1; 15.2; 15.3; 15.4; 15.5; 15.6(d); 16.1(t)(iii); 16.1(v); 19.3; 20.2; 25.4(a); 26.5; 26.9; 26.10(g); 33.5(f); H.7.3, Schedule I (deleted)
	Exposure Draft	
2 November 2017	Incorporate changes resulting from [2016] FWCFB 3500 , PR579868 and PR579591	13, 14, 15, 16, 17, 18, Schedule D, Schedule E, Schedule G, Schedule H
	Incorporate changes resulting from PR583084	27, Schedule I, Schedule J
	Incorporate changes resulting from PR584160	25.6, Schedule K
	Incorporates changes resulting from [2017] FWCFB 3500 , PR592187 , PR592342 , PR592689	13, 14, 15, 16, 17, 18, Schedule D, Schedule E, Schedule G, Schedule H
	Incorporates changes resulting from [2017] FWCFB 3433	1.2, 2, 4, 27, 35.6, B.4.2(a)(i)
	Incorporate changes resulting from [2017] FWCFB 5536	2, 7.1, 8.4, 8.5, 12.1, 13.3, 14.1, 19, 20
Changes agreed in principle between the parties red text. Strikethrough text indicates existing text that is to be deleted.		

EXPOSURE DRAFT

Sugar Industry Award 2016

This exposure draft has been prepared by staff of the Fair Work Commission based on the ***Sugar Industry Award 2010*** (the Sugar Award) as at 15 January 2016. This exposure draft does not seek to amend any entitlements under the Sugar Award but has been prepared to address some of the structural issues identified in modern awards.

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/247](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

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

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

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DRAFT

Part 1—Application and Operation

1. Title and commencement

1.1 This award is the *Sugar Industry Award 2016*.

Clause 1.2 amended in accordance with [\[2017\] FWCFB 3433](#) at [328].

1.2 ~~This modern award, as varied, commenced operation on 1 January 2010.~~ This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.

1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.

1.4 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

2. Definitions

In this award, unless the contrary intention appears:

References to Fair Work Act changed to ‘Act’. See [\[2017\] FWCFB 3433](#) at [350].

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

adult apprentice means a person over 21 years of age at the time of entering into a training contract as provided for in clause 7.6

apprentice includes an adult apprentice

Whether the definitions of ‘bulk terminal operations’, ‘distillery sector’, ‘milling sector’ and ‘refinery sector’ are consistent with the terminology used to describe the various sectors of the sugar industry in clauses 4.2(b) to (e) will be canvassed further by the separately constituted Full Bench.

bulk terminal operations means all handling and storage operations of the bulk sugar terminals of sugar, its products or any other commodity the terminals may handle from time to time

by-product means any product manufactured or processed in the sugar industry apart from sugar crystal (this may include, for example, ethanol, molasses, furfural and compost)

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

distillery sector means all distilling operations of sugar by-products for industrial purposes and packaging operations in a distillery directly linked to a sugar mill

employee means national system employee within the meaning of the Act

employer means national system employer within the meaning of the Act

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

field sector means all cane farming and/or harvesting operations, and any operations incidental to, or in connection with, such operations in the sugar industry including any pest, disease control and research operations, including cane testing work

milling sector means the operations of transporting and processing cane including all rail construction, maintenance and operation; factory maintenance and operation; sugar cane by-product manufacture and processing at a sugar mill; and packaging and storage operations performed at a sugar mill

minimum hourly wage rate means the award minimum weekly wage divided by 38

minor construction means construction work carried out at the business of an employer under this award on the operations of that employer, by that employer's employees but does not include any construction work carried out by a contractor

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

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

nominal crushing season means the period of 26 weeks commencing on the first Monday of June each year

nominal slack season means that period that is not the nominal crushing season

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

refinery sector means all refining operations of raw sugar at sugar refineries and those refineries own packaging and storage operations

~~**seasonal employee** means an employee who has been engaged by the employer on or about the commencement of the crushing season for the purpose of performing duties directly and indirectly related to crushing season operations and whose duties are completed and employment terminated on or about the end of the mill's crushing season. For the purpose of a 38 hour week only, all employees not specifically engaged as seasonal, who are engaged after the first Monday of June in any one year and before the first Monday in June in the subsequent year, will be deemed to be seasonals until the first Monday of June in that subsequent year.~~

standard rate means the minimum hourly rate prescribed for C10/L6 classification in clause 15.1

3. The National Employment Standards and this award

Clause 3.3 will reflect standard developed in [\[2014\] FWCFB 9412](#) at para [29]

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

4. Coverage

- 4.1 This award covers employers throughout Australia in the sugar industry and their employees who are covered by the classifications in this award.
- 4.2 In this award **sugar industry** means the following:
- (a) sugar cane farming operations including the operations of contractors performing general farm work, cane harvesting and haul out work and farm management; cane testing; pest and disease control, advisory and research operations of ~~Cane Protection and Productivity Boards~~ local productivity boards and the ~~Bureau of Sugar Experiment Stations~~ Sugar Industry Research Australia;
 - (b) sugar milling including the following operations of the sugar miller: cane railway construction, maintenance, repair and operation; factory maintenance, repair and operation; raw sugar refining at a sugar mill; by-product manufacture and processing at a sugar mill; and packaging operations performed at a sugar mill;
 - (c) refining raw sugar at sugar refineries and those refineries' packaging operations;
 - (d) distilling sugar by-products for industrial purposes and packaging work in a distilling operation directly linked to a sugar mill;
 - (e) bulk (packed or loose) receipt, storage, outloading and ship loading at the industry's bulk terminals, including handling incidental commodities or material; and
 - (f) the generation and/or transmission of power and/or steam that is ancillary or incidental to the employer's activities in clauses 4.2(b) to (d) (albeit that excess power may be sold into the grid).

Clauses 4.3 and 4.7 apply in different circumstances and are not incompatible. Both clauses will be retained.

- 4.3 Where a sugar industry employer is also engaged in another industry not covered by this award the employees of that employer in the other industry will be covered by the industry award of that other industry.

~~4.4 This award does not cover employees of employers covered by the Manufacturing and Associated Industries and Occupations Award 2016.~~

4.4 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clauses 4.1 and 4.2 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.

4.5 This award covers employers which provide group training services for apprentices and/or trainees engaged in the industry and/or parts of industry set out at clauses 4.1 and 4.2 and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.

4.6 The award does not cover:

(a) employees of employers covered by the Manufacturing and Associated Industries and Occupations Award 2016;

(b) an employer to whom another modern industry or occupation award applies in respect of an employee to whom that other award applies, or to such an employee; or

(c) employees excluded from award coverage by the ~~Fair Work Act 2009 (Cth)~~ the Act;

(d) employees who are covered by a modern enterprise award or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)*), or employers in relation to those employees; or

(e) employees who are covered by a State reference public sector modern award or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)*), or employers in relation to those employees.

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

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

5. Award flexibility

5.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of, are those concerning:

- (a) arrangements for when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances; and
 - (e) leave loading.
- 5.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.
- 5.3** The agreement between the employer and the individual employee must:
- (a) be confined to a variation in the application of one or more of the terms listed in clause 5.1; and
 - (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.
- 5.4** The agreement between the employer and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - (b) state each term of this award that the employer and the individual employee have agreed to vary;
 - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
 - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
 - (e) state the date the agreement commences to operate.
- 5.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 5.6** Except as provided in clause 5.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 5.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 5.8** The agreement may be terminated:
- (a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or

- (b) at any time, by written agreement between the employer and the individual employee.

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

- 5.9** The notice provisions in clause 5.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 5.8(a), subject to four weeks' notice of termination.
- 5.10** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

6. Facilitative provisions

Parties have until **Friday, 24 November 2017** to provide an agreed list of facilitative provisions for clause 6 for the consideration of the Full Bench as per [476] of [\[2017\] FWCFB 5536](#).

- 6.1** A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or an employer and the majority of employees in the enterprise or part of the enterprise concerned.
- 6.2** Facilitative provisions in this award are contained in the following clauses:

Clause	Provision	Agreement between an employer and:
7.4(j)	Casual conversion—period of employment	An individual or the majority of employees
11.2(d)(iv) and 11.3(e)(iv)	Rostered days off—substitution of days	An individual
11.2(d)(v) and 11.3(e)(v)	Rostered days off—banking of days	An individual
11.3(b)(iii)	Altering spread of hours	An individual or the majority of employees
12.4(d)	Rest breaks	The majority of employees
19.1(c)	Payment of wages—frequency	The majority of employees
25.6	Time off instead of payment for overtime	An individual
25.6(a)	Make-up time	An individual

Part 2—Types of Employment and Classifications

7. Types of employment

7.1 Full-time employment

An employee:

- (a) whose ~~maximum~~ average weekly ordinary hours of employment are 38 hours; and
- (b) who is not specifically engaged as a seasonal, part-time or casual employee,

is for all purposes of this award a full-time employee, unless otherwise specified in this award.

7.2 Part-time employment

- (a) A part-time employee is an employee engaged to work on a part-time basis involving a regular pattern of hours which average less than 38 ordinary hours per week.
- (b) Part-time employees are entitled on a pro rata basis to equivalent pay and conditions to those of full-time employees.
- (c) At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work, specifying at least the numbers of hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.
- (d) Changes in hours may only be made by agreement in writing between the employer and employee. Changes in days can be made by the employer giving one week's notice in advance of the changed hours.
- (e) An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift except:
 - (i) for bulk sugar terminals employees where the minimum engagement will be four hours per shift and 16 hours per week; and
 - (ii) for refinery employees where the minimum engagement will be eight hours per week ~~with a maximum of 32 hours per week~~.
- (f) All time worked outside the hours mutually arranged will be overtime and paid for at the appropriate overtime rate.
- (g) A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the minimum hourly rate for the class of work performed.
- (h) Where the part-time employee's normal paid hours fall on a public holiday prescribed in the NES and work is not performed by the employee, such employee must not lose pay for the day. Where the part-time employee works on the public holiday, the part-time employee must be paid at the rate of **250%** of the minimum hourly rate.

7.3 Casual employment

- (a) A casual employee is an employee engaged as a casual employee.
- (b) Casual employees must be paid at the termination of each engagement, or weekly or fortnightly in accordance with usual payment methods for full-time employees.
- (c) Casual employees are entitled to a minimum payment of three hours' work at the appropriate rate each time they are required to attend for work.
- (d) **Casual loading**
 - (i) For each hour worked a casual employee must be paid:
 - the minimum hourly rate; and
 - a loading of **25%** of the minimum hourly ratefor the class of work performed.
 - (ii) The casual loading is paid instead of entitlements to paid leave and other matters from which casuals are excluded by the terms of this award and the NES.
 - (iii) The casual loading does not constitute part of the casual employee's all purpose rate.

7.4 Casual conversion to full-time or part-time employment

- (a) A casual employee, other than an irregular casual employee or a casual employee of a field sector or bulk sugar terminal employer, who has been engaged by a particular employer for a sequence of periods of employment under this award during a period of six months, thereafter has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process.
- (b) An employer of such an employee must give the employee notice in writing of the provisions of clause 7.4 within four weeks of the employee having attained such period of six months. The employee retains their right of election under clause 7.4 if the employer fails to comply with clause 7.4(b).
- (c) Any such casual employee who does not within four weeks of receiving written notice elect to convert their contract of employment to full-time or part-time employment is deemed to have elected against any such conversion.
- (d) Any casual employee who has a right to elect under clause 7.4(a), on receiving notice under clause 7.4(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that they seek to elect to convert their contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the employer must consent to or refuse the election but must not unreasonably so refuse.
- (e) Once a casual employee has elected to become and been converted to a full-time or part-time employee, the employee may only revert to casual employment by written agreement with the employer.

- (f) If a casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with clause 7.4(d), the employer and employee must, subject to clause 7.4(d), discuss and agree on:
 - (i) which form of employment the employee will convert to, being full-time or part-time; and
 - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause 7.2.
- (g) An employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed on between the employer and employee.
- (h) Following such agreement being reached, the employee converts to full-time or part-time employment.
- (i) Where, in accordance with clause 7.4(d), an employer refuses an election to convert, the reasons for doing so must be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.
- (j) By agreement between the employer and the majority of the employees in the relevant workplace or a section or sections of it, or with the casual employee concerned, the employer may apply clause 7.4(a) as if the reference to six months is a reference to 12 months, but only in respect of a currently engaged individual employee or group of employees. Any such agreement reached must be kept by the employer as a time and wages record. Any such agreement reached with an individual employee may only be reached within the two months prior to the period of six months referred to in clause 7.4(a).
- (k) For the purposes of clause 7.4, **an irregular casual employee** is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

7.5 An employee must not be engaged and re-engaged to avoid any obligation under this award.

The proposed changes at clauses 2 and 7.6 are substantive and will be referred to a separately constituted Full Bench to determine as per [460] of [\[2017\] FWCFB 5536](#).

7.6 Seasonal employment

- (a) A seasonal employee is an employee engaged by the employer on a full time or part time basis, on or about the commencement of the crushing season, for the purpose of performing duties directly and indirectly related to crushing season operations and whose duties are completed and employment terminated on or about the end of the mill's crushing season

- (b) For the purpose of a 38 hour week only, all employees not specifically engaged as seasonal who are engaged after the first Monday of June in any one year and before the first Monday in June in the subsequent year, will be deemed to be seasonal until the first Monday of June in that subsequent year.”

8. Apprentices

- 8.1 Apprentices may be engaged in trades or occupations that are provided for in:
- (a) Schedule B—Classification Definitions—Milling, Distillery, Refinery and Maintenance; and
 - (b) Schedule C—Classification Definitions—Bulk Terminal Operations, where declared or recognised by an apprenticeship authority.
- 8.2 For the purposes of this clause, **apprenticeship authority** means a State or Territory training authority with the responsibility for the apprenticeship.
- 8.3 In any State or Territory in which any statute or regulation relating to apprentices is in force, that statute and regulation will operate in that State or Territory provided that the provisions of the statute or regulation are not inconsistent with this award, in which case the provisions of this award will apply.
- 8.4 An apprentice may be engaged under a training contract approved by the relevant apprenticeship authority, provided the qualification outcome specified in the training contract is consistent with that established for the vocation in the relevant training package determined from time to time by Manufacturing Skills Australia or its successors and endorsed by the Council of Australian Governments (COAG) Education Council Industry and Skills Council or its successor. Such apprenticeships include but are not limited to the following trades:
- (a) Engineering Tradesperson (Mechanical);
 - (b) Engineering Tradesperson (Fabrication);
 - (c) Engineering Tradesperson (Electrical/Electronic);
 - (d) Higher Engineering Tradesperson and Advanced Engineering Tradesperson.
- 8.5 An apprentice may also be engaged where the qualification outcome specified in the training contract is consistent with the qualifications established for electrical vocations within the relevant electrical/utilities training package and endorsed by the COAG Industry and Skills Council or its successor.
- 8.6 An apprenticeship may be cancelled or suspended only in accordance with the requirements of the training contract and the requirements of State or Territory legislation and the apprenticeship authority.
- 8.7 The probationary period of an apprentice is as set out in the training contract consistent with the requirement of the apprenticeship authority and with State or Territory legislation but must not exceed three months.
- 8.8 **Training arrangements**

(a) Apprenticeship conditions

- (i) Except as provided in clause 7.6 or where otherwise stated, all conditions of employment specified in this award apply to apprentices.
- (ii) An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- (iii) Time spent by an apprentice, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. This clause operates subject to the provisions of Schedule F—School-based Apprentices.
- (iv) The notice of termination provisions of the NES apply to apprentices. Subject to clause 33.6(b) the redundancy provisions of the NES do not apply to apprentices.

(b) Payment of fees and textbooks

- (i) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred by an employee in connection with training under the training contract, will be reimbursed to the apprentice within six months from the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the apprentice commencing training with the Registered Training Organisation (RTO), unless there is unsatisfactory progress.
- (ii) Direct payment of the fees and textbooks, within six months from the commencement of the apprenticeship or the relevant stage of the apprenticeship, by an employer to the training provider satisfies the requirement for reimbursement in clause 8.8(b)(i).

(c) Travel payment for block release training

- (i) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from the training. Provided that this clause will not apply where the apprentice could attend an alternate Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.
- (ii) For the purposes of this clause excess reasonable travel costs includes the total cost of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this clause excess travel costs do not include payment for

travelling time or expenses incurred while not travelling to and from block release training.

- (iii) The amount payable by an employer under this clause may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.

8.9 The ordinary hours of employment of apprentices in each enterprise are not to exceed those of the relevant tradesperson.

8.10 The minimum wages applying to apprenticeships are dealt with in clauses 15.7, 15.8, 17.2 and 17.3. No apprentice is to work under a system of payment by results.

8.11 Competency based completion

- (a) Apprenticeships under this award are competency based. The actual time taken to complete an apprenticeship will therefore vary depending upon factors such as the intensity of training and the variety of work experience.
- (b) The nominal period of the apprenticeship is four years, however this period may be varied:
 - (i) to make up 'time' pursuant to clause 8.13; and/or
 - (ii) with the approval of the relevant State or Territory apprenticeship authority, to recognise prior learning including vocational education and training in school, pre-apprenticeship programs and other prior learning, the nominal period may be shortened to reflect the proportion of the competencies already acquired.
- (c) Notwithstanding the nominal period, the apprenticeship is completed in a shorter period when:
 - (i) the qualification specified in the training agreement is successfully completed; and
 - (ii) the apprentice has the necessary practical experience to achieve competency in the skills covered by the training agreement, provided that the determination as to whether this condition has been met must be by agreement between the registered training organisation, the employer and the apprentice and where there is a disagreement concerning this matter the matter may be referred to the relevant State/Territory apprenticeship authority for determination; and
 - (iii) the requirements of the relevant State/Territory apprenticeship authority and any requirements of Manufacturing Skills Australia with respect to demonstration of competency and any minimum necessary work experience requirements are met; and
 - (iv) with respect to trades where there are additional licensing or regulatory requirements under State legislation, when these requirements are met.

- 8.12** An apprentice under the age of 18 years is not required to work overtime or shiftwork unless such an apprentice so desires. No apprentice, except in an emergency, is to work or be required to work overtime or shiftwork at times which would prevent their attendance in training consistent with their training contract.
- 8.13** Apprentices are required to serve an additional day for each day of absence during each year of their apprenticeship, except in respect of absences due to annual leave or long service leave. The following year of their apprenticeship does not commence until the additional days have been worked. However, any time that has been worked by the apprentice in excess of their ordinary hours must be credited to the apprentice when calculating the amount of additional time that needs to be worked in the relevant year.
- 8.14** Any person engaged as an apprentice as at 1 January 2010 is deemed to be an apprentice for all purposes of this award until the completion or cancellation of their apprenticeship.

9. Trainees

- 9.1** The terms of this award apply to trainees covered by the National Training Wage provisions in Schedule H, trainees in the technical field, trainee engineers, trainee scientists and trainees under the *Certificate in Sugar Milling*, except where otherwise stated in this award.
- 9.2** A trainee in the technical field must be allowed reasonable time (not exceeding an average of eight hours per week during a school term) for the purpose of attending classes in connection with the appropriate certificate course on the same basis as apprentices in the establishment are allowed time off for day time schooling. For this purpose, years of experience as a trainee is equivalent to years of apprenticeship.
- 9.3** The course of study each year for a trainee engineer or trainee scientist must be agreed between the employer and trainee so that the maximum attendance at the approved educational institution does not exceed three nights per week of two hours' lecture or three hours' practical work. All other time necessary for attendance at the approved educational institution to permit compliance with the prescribed syllabus must be allowed time off during the day without loss of pay. In the event of disagreement between the employer and the trainee regarding the course of study for any year, the recommendation of the educational institution must be accepted.
- 9.4** A trainee engineer or trainee scientist is not obliged to work overtime when it interferes with studies and no trainee engineer or trainee scientist is to be employed on shiftwork except at their own request during academic vacations.
- 9.5** A trainee engineer or trainee scientist is to be allowed reasonable leave of absence without loss of pay for the purpose of sitting for examinations in any subject or subjects being studied for the year.

10. Classifications

- 10.1** Classifications for employees covered by this award are set out in
- (a) Schedule A—Classification Definitions—Field Sector;

- (b) Schedule B—Classification Definitions—Milling, Distillery, Refinery and Maintenance; and
- (c) Schedule C—Classification Definitions—Bulk Terminal Operations.

10.2 Employers must advise their employees in writing of their classification and of any changes to their classification.

10.3 The classification by the employer must be according to the skill level or levels required to be exercised by the employee in order to carry out the principal functions of the employment as determined by the employer.

Part 3—Hours of Work

11. Ordinary hours of work and rostering—other than shiftworkers

11.1 Maximum weekly hours and requests for flexible working arrangements are provided for in the NES.

11.2 Field sector

(a) The average ordinary working hours for field sector employees will be fixed by agreement between the employer and the employees but will not exceed an average of 38 hours per week over a four week period.

(b) The ordinary hours of work for field sector employees will not exceed 152 hours in any consecutive period of four weeks.

(c) All ordinary time worked on Saturdays or Sundays will be paid at **150%** of the minimum hourly rate.

(d) Rostered days off

(i) An employee entitled to a rostered day off during their work cycle must either:

- be given four weeks' notice by the employer in advance of the weekday the employee is to take off; or
- arrange the rostered day off by mutual agreement with the employer.

(ii) Rostered days off may be arranged in accordance with annual or seasonal rosters that reflect the operational requirements of the business.

(iii) An employer may substitute the day an employee is to take off for another day for the following reasons:

- in case of a break down in machinery; or
- a failure or shortage of electric power; or
- to meet the requirements of the business (including the necessity to work shifts so as to provide continuity of operations); or

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- for farm field sector employees, to manage wet weather and/or those circumstances for which the field sector employer is not responsible or over which the field sector employer has no control.
- (iv) An individual employee, with the agreement of the employer, may substitute the day the employee is to take off for another day.
- (v) Where working the 38 hour week is agreed to in accordance with this clause, an employee and the employer may agree to a banking system of rostered days off. An employee would therefore work on what would normally have been the employee's rostered day off and accrue an entitlement to bank a rostered day off to be taken at a mutually convenient time for both the employee and the employer.
- (vi) At least five days' notice must be given before taking the banked rostered day(s) off.
- (vii) No payments or penalty payments are to be made to employees working under this substitute banked rostered day off. However the employer will maintain a record of the number of rostered days banked and will apply the average pay system during the weeks when an employee elects to take a banked rostered day off.
- (viii) Employees terminated prior to taking any banked rostered day(s) off must receive **20%** of their average weekly pay over the previous six months multiplied by the number of banked substitute days.
- (ix) Employees who work on a rostered day off basis each 20 day cycle are entitled to 12 rostered days off in a 12 month period.

11.3 Other than field sector

- (a) By agreement between the employer and the majority of employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is allowed over a period which exceeds 28 consecutive days but does not exceed 12 months.
- (b) **Weekly hours of work—day workers**
 - (i) The ordinary hours of work are to be an average of 38 per week.
 - (ii) The ordinary hours of work may be worked from 6.00 am to 6.00 pm Monday to Friday.
 - (iii) Not more than 10 hours exclusive of meal breaks (except if paid for at overtime rates) are to be worked in any one day.

The Commission has rejected the parties' agreed variations to delete clauses 11.3(c) and (d) and insert a new clause 11.3(c). Instead, parties are asked to comment on the proposed amendment at clause 11.3(d). Submissions are due by **Friday, 24 November 2017** as per [464] of [\[2017\] FWCFB 5536](#).

- (c) ~~Altering spread of hours~~ The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the employer. The spread of hours may be altered by up to one hour at either end of the spread by agreement between an employer and the majority of employees concerned or,

in appropriate circumstances, between the employer and an individual employee.

~~(d) Work outside spread~~

~~Work done outside the hours of 6.00 am to 6.00 pm will be paid at overtime rates and will be deemed to be part of the ordinary hours of work for the purposes of clause 11—Ordinary hours of work and rostering—other than shiftworkers.~~

(d) Work done outside the hours of 6.00 am to 6.00 pm, other than in accordance with clause 11.3(c), will be paid at overtime rates and will be deemed to be part of the ordinary hours of work for the purposes of clause 29—Ordinary hours of work and rostering—other than shiftworkers.

(e) **Notice of rostered days off**

(i) An employee entitled to a rostered day off during their work cycle must either:

- be given four weeks' notice by the employer in advance of the weekday the employee is to take off; or
- arrange the rostered day off by mutual agreement with the employer.

(ii) Rostered days off may be arranged in accordance with annual or seasonal rosters that reflect the operational requirements of the business.

(iii) An employer may substitute the day an employee is to take off for another day for the following reasons:

- in case of a break down in machinery;
- a failure or shortage of electric power; or
- to meet the requirements of the business (including the necessity to work shifts so as to provide continuity of operations).

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

(v) Where working the 38 hour week is agreed to in accordance with this clause, an employee and the employer may agree to a banking system of rostered days off. An employee would therefore work on what would normally have been the employee's rostered day off and accrue an entitlement to bank a rostered day off to be taken at a mutually convenient time for both the employee and the employer.

(vi) At least five days' notice must be given before taking the banked rostered day(s) off.

(vii) No payments or penalty payments are to be made to employees working under this substitute banked rostered day off. However the employer will maintain a record of the number of rostered days banked and will apply the average pay system during the weeks when an employee elects to take a banked rostered day off.

- (viii) Employees terminated prior to taking any banked rostered day(s) off must receive **20%** of their average weekly pay over the previous six months multiplied by the number of banked substitute days.
- (ix) Employees who work on a rostered day off basis each 20 day cycle are entitled to 12 rostered days off in a 12 month period.

12. Breaks

12.1 Meal breaks – day workers

Unclear whether variation proposed to clause 12.1(a) was agreed or not agreed – interested parties invited to clarify this as per submission due by **Friday, 24 November 2017**.

- (a) A meal break of between 30 minutes and 60 minutes must be allowed to each day worker.
- ~~(b) In the case of shiftworkers meal breaks will be taken without deduction of pay.~~
- (b) The meal break must commence ~~be taken~~ no later than five hours after starting work or after resuming work from a previous meal break.
- (c) Employees required to work through meal breaks must be paid at **200%** of the minimum hourly rate for all time so worked until a meal break is allowed.
- (d) Meal times may be altered or staggered by agreement between the employer and the majority of employees directly affected.
- (e) Meal times must be taken at a time so as not to interfere with continuity of work.

12.2 Crib breaks—shiftworkers

- ~~(a) In the case of shiftworkers meal breaks will be taken without deduction of pay.~~
- (a) A crib break of 30 minutes must be allowed to each shift worker to be taken without deduction of pay.
- (b) Employees may be required to take their crib at their workplace.
- (c) Where a shiftworker is not relieved for crib and is unable to have a break of 30 minutes for crib within a period of 40 minutes from the time of commencing crib, the employee will be entitled to an additional 30 minutes' pay at ordinary rates.

12.3 Breaks—field sector employees

In the case of field sector employees, breaks may be taken at times agreed between the employer and employee to meet the operational requirements of the business.

12.4 Rest break

- (a) All employees must be allowed a 10 minute rest break in each half of the day and on Saturday morning overtime whenever they work more than four hours.

- (b) Rest breaks will be taken at such times as will not interfere with the continuity of work where continuity is necessary.
- (c) Rest breaks are to be counted as time worked.
- (d) While rest breaks must not be eliminated, by mutual agreement between the employer and the majority of employees concerned, rest breaks may be taken in a manner which results in both rest breaks being combined and the day then being divided into three approximately equal working periods.
- (e) In the case of bulk terminal employees the rest breaks will be for 15 minutes. At the request of the supervisor, the rest breaks may be combined into one 30 minute rest break and may also be joined with the meal break in clause 12.1 to make a combined break of one hour.

12.5 Meal breaks on overtime

- (a) A day worker who is required to continue working at their usual work for more than one hour after the fixed finishing time must be allowed:
 - (i) a meal break of 30 minutes after the first hour worked; and
 - (ii) a meal break of 45 minutes after each further four hours worked, without deduction of pay.
- (b) An employee called out to work must be granted a meal break of 30 minutes after each four hours of work without deduction of pay.
- (c) If an employee is called out to work overtime and is not notified of the requirement to work overtime in sufficient time to enable them to make arrangements for a meal or crib, a meal must be supplied free of charge provided the second and subsequent meals will be provided free of charge by the employer in all cases.

Part 4—Field Sector—Wages and Allowances

13. Minimum wages

Rates updated as a result of AWR 2017

13.1 The following wages apply to field, experiment stations and cane tester employees classified under Schedule A—Classification Definitions—Field :

Classification	Minimum weekly wage	Minimum hourly rate	Single contract hourly rate ¹
	\$	\$	\$
Cultivation/Cane Production (adult)			
CPT (Inductee/Trainee)	701.50	18.46	21.23
CP1 (Level 1)	754.10	19.84	22.82

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Classification	Minimum weekly wage	Minimum hourly rate	Single contract hourly rate ¹
	\$	\$	\$
CP2 (Level 2)	780.20	20.53	23.61
Cane Haulage			
CHAUT (Inductee/Trainee)	736.30	19.38	22.29
CHAU1 (Level 1)	754.10	19.84	22.82
CHAU2 (Level 2)	780.20	20.53	23.61
Cane Harvesting			
CHART (Inductee/Trainee)	754.10	19.84	22.82
CHAR1 (Level 1)	780.20	20.53	23.61
CHAR2 (Level 2)	809.10	21.29	24.48
Cane Testers			
CT1 (Level 1)	696.70	18.33	21.08
CT2 (Level 2)	739.50	19.46	22.38
CT3 (Level 3)	780.20	20.53	23.61
CT4 (Level 4)	828.50	21.80	25.07
¹ Includes an additional 15% loading in accordance with clause 13.2.			

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

13.2 Single contract hourly rate

Parties are to provide any objections to variations proposed to clause 13 by **Friday, 24 November 2017** as per [500] of [2017] FWCFB 5536.

- (a) Field sector employees may be engaged in writing on a single contract hourly rate basis and will be paid **115%** of the minimum hourly rate and must be paid that rate for each and every hour of work, instead of the provisions of clauses 11.2(c), irrespective of the number of hours worked per day or per pay period or the days of the pay period on which work is performed.
- (b) The minimum hourly rate, for the purposes of this clause, is the minimum hourly rate for the employee's classification in clause 13.1.
- (c) Employees employed on this basis will be entitled to all other entitlements contained in this award.

- ~~(d) Employees engaged on a single contract hourly rate in accordance with clause 13.2 shall be paid the number of hours worked per day at 115% of the minimum hourly rate irrespective of the number of hours worked per day or per pay period or the days of the pay period on which work is performed.~~

13.3 Piecework

The issue of whether the casual loading applies to piecework rates and, if so, how the casual loading and the additional 20% piecework loading interact, warrants further consideration and will be referred to a separate Full Bench as per [527] of [2017] FWCFB 5536.

Field sector employees may be engaged in writing on a piecework basis as follows:

- (a) An agreement for piecework may be entered into between the employer and the individual employee for the performance of any work to be done under this award, and the pieceworker will receive a minimum piecework rate sufficient to equal the payment for the actual hours worked based on both ordinary time and overtime as the case may be, in the relevant pay period plus a loading of **20%**.
- (b) Each piecework agreement must be reviewed half way through the crushing season and at the end of the crushing season to ensure that the employee has received the full entitlements owing.
- (c) Each piecework agreement must be in writing and signed by both parties and each employee will be supplied with a copy of such agreement free of charge and a copy of the mutual agreement will be provided to the employee's representative, if any.
- (d) The base rate of pay in relation to entitlements under the NES for an employee on a piecework rate is the minimum wage identified in clause 13 for the employee's classification level.
- (e) The full rate of pay in relation to entitlements under the NES for an employee on a piecework rate is the minimum wage identified in clause 13 for the employee's classification level plus a loading of **20%**.

13.4 Junior wages—Cultivation/Cane Production

The minimum wage rate payable to juniors must be the following percentages of the minimum adult weekly wage rate corresponding to classification CP2 (Level 2).

Age	% of the minimum weekly rate for CP2 (Level 2)
Under 18 years	56
18–19 years	70

14. Allowances

Monetary amounts in this clause adjusted as a result of AWR 2017

Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule E for a summary of monetary allowances and method of adjustment.

14.1 Wage related allowances

(a) Work in water and cleaning drains

Employees must be paid an allowance of **\$0.95** per hour for time spent when employed in cleaning drains where the water is over 76.2 cm in depth.

14.2 Expense related allowances

(a) Vehicle allowance

An employee who reaches agreement with their employer to use their own motor vehicle on the employer's business, must be paid **\$0.78** per kilometre travelled.

~~15. Payment of wages~~

~~15.1 Frequency of payment~~

~~Wages must be paid either:~~

- ~~(a) weekly according to the actual ordinary hours worked each week;~~
- ~~(b) according to the average number of ordinary hours worked each week; or~~
- ~~(c) by agreement between the employer and the majority of employees in the relevant enterprise, wages may be paid fortnightly or monthly.~~

~~NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.~~

~~15.2 Method of payment~~

~~Wages must either be paid by cash, cheque or electronic funds transfer into the bank or financial institution account nominated by the employee.~~

~~15.3 Higher duties~~

~~Where an employee on any one day performs two or more classes of work and is employed:~~

- ~~(a) for more than four hours on a class or classes of work carrying a higher rate, the employee must be paid at the highest rate for the whole time worked on that day;~~
- ~~(b) for four hours or less on a class or classes of work carrying a higher rate, the employee must be paid at the highest rate for four hours.~~

Part 5—Milling, Distillery, Refinery and Maintenance—Wages and Allowances

15. Minimum wages

Rates updated as a result of AWR 2017

- 15.1** The following wages apply to adult milling, distillery, refinery and maintenance employees classified under clause Schedule B—Classification Definitions—Milling, Distillery, Refinery and Maintenance:

Classification	Minimum weekly wage	Minimum hourly rate
	\$	\$
C14/L2	694.90	18.29
C13/L3	714.90	18.81
C12/L4	742.30	19.53
C11/L5	767.80	20.21
C10/L6	809.10	21.29
C9/L7	834.40	21.96
C8/L8	859.80	22.63
C7/L9	882.80	23.23
C6	927.50	24.41

Variations proposed to clause 15 have been referred to a separate Full Bench as per [516] of [2017] FWCFB 5536.

Parties have agreed in principle to amend 15.2 as below.

- 15.2** Classification ~~definitions in Schedule B for identifications~~ C14 to C11 do not apply in sugar mills.

Clause 15.3 has moved from clause 17.3 of the exposure draft published 15 January 2016.

15.3 Method of work and payment for ordinary hours

For the purposes of an average 38 hour working week in sugar mills, employees will be provided with unpaid rostered days off during the nominal slack season. To accommodate rostered days off the method of working ordinary hours and the method of payment will be as follows:

- (a) During the nominal slack season, as defined in clause 26.2, an employer will be deemed to have paid the minimum weekly rate prescribed if:
 - (i) in the case of an employee other than a seasonal employee or other than an employee deemed to be seasonal in clause 2, the employee is paid a total of two weeks' minimum pay over the two weeks' cycle; and
 - (ii) in the case of seasonal employees and employees deemed to be seasonal as defined in clause 2 the employee is paid a total of four weeks' minimum pay over the four weeks' cycle.

Parties are asked to clarify the effect of clauses 15.3(b) and (c) in respect of the hourly rates defined in Schedule D.2, which are based on a 38 hour week.

- (b) During the nominal slack season, as defined in clause 26.2, an employee other than a seasonal employee or other than an employee deemed to be seasonal in

clause 2 will be paid for all ordinary hours worked each week at the weekly rate divided by 36 and seasonal employees and employees deemed to be seasonal in clause 2 will be paid for all ordinary hours worked each week at the weekly rate divided by 38.

- (c) During the nominal crushing season as defined in clause 26.2, all employees will be paid for all ordinary hours worked each week at the weekly rate divided by 40.

Parties have agreed in principle to the insertion of additional clause 15.3(d)

- (d) In no case will the average rate calculated in accordance with this clause be less than the relevant minimum hourly rate in clause 15.1

In the first exposure draft published 15 January 2016, the below provision was numbered 17.4. In the revised exposure draft published 1 June 2016, the provision was renumbered 15.4

Parties have agreed in principle that this provision should be moved to Part 7 and renumbered clause 19.3.

Parties have agreed in principle that the word “not” in sub clause (c) should be included as set out in the exposure drafts.

15.4 Absences from duty under an averaging system

~~Where an employee’s ordinary hours in a week are greater or less than 38 hours and such employee’s pay is averaged to avoid fluctuating wage payments, the following applies:~~

- ~~(a) The employee will accrue a credit for each day the employee works ordinary hours in excess of the daily average.~~
- ~~(b) The employee will incur a debit for each day of absence from duty other than on annual leave, long service leave, public holidays, paid personal/carer’s leave, workers compensation, paid compassionate leave, paid family leave or jury service.~~
- ~~(c) An employee absent for part of a day (other than on annual leave, long service leave, public holidays, paid personal leave, workers compensation, paid compassionate leave, paid family leave or jury service) will incur a proportion of the debit for the day, based upon the proportion of the working day that the employee was not in attendance.~~

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

15.5 Supervisor/Trainer/Coordinator

Parties have agreed in principle to delete reference to “minimum hourly wage” where it appears in the clause and insert “minimum hourly rate”.

Minimum hourly rate wage for Supervisor/Trainer/Coordinator of milling, distillery, refinery or maintenance employees classified under clause Schedule B—Classification Definitions—Milling, Distillery, Refinery and Maintenance:

- (a) Supervisor/Trainer/Coordinator Level I

Rates updated as a result of AWR 2017

The minimum hourly ~~rate~~ ~~wage~~ for a Supervisor/Trainer/Coordinator - Level I is that of their classification level calculated on the competencies they hold and use as required on the job or **104.3%** of the standard rate per hour (**\$22.21**) if the employee is not classified based on competencies.

Rates updated as a result of AWR 2017

(b) Supervisor/Trainer/Coordinator Level II

The minimum hourly ~~rate~~ ~~wage~~ for a Supervisor/Trainer/Coordinator - Level II is that of their classification level calculated on the competencies they hold and use as required on the job or **113.1%** of the standard rate per hour (**\$24.08**) if the employee is not classified based on competencies.

(c) Supervisor/Trainer/Coordinator—Technical

The minimum hourly ~~rate~~ ~~wage~~ for a Supervisor/Trainer/Coordinator - Technical, shall be not less than **107%** of the minimum hourly ~~rate~~ ~~wage~~ applicable to the employee’s technical classification, providing that this does not result in double-counting supervisor, trainer or coordinator competencies that were part of the basis for the employee’s technical classification.

15.6 Junior wages

- (a) The minimum wage rate payable to juniors must be the following percentages of the minimum adult weekly wage rate corresponding to classification level 2 (C14).

Age	% of the minimum weekly rate for level 2 (C14)
Employees less than 15 years of age	50
Employees at 15 years of age	65
Employees at 16 years of age	75
Employees at 17 years of age	90

- (b) From 18 years of age, the minimum rate prescribed for adults must apply.
- (c) Employees who are appointed to level C13/L3 or above must be paid the wage rate appropriate to that level.
- (d) Junior employees must receive the respective percentage of the wage rates, including the full amount of any applicable allowances ~~any applicable allowances~~, as provided for under this award.

15.7 Minimum wage rate for apprentices commencing or continuing an apprenticeship prior to 1 January 2014

The minimum wage for apprentices who commenced an apprenticeship prior to 1 January 2014 are, except as provided for in clause 15.9—Adult apprentice minimum wages, as set out in the following table:

Relevant rate for an apprentice at the time of entering into a training agreement

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Stage of apprenticeship	Completed Year 10 or less	Completed Year 11	Completed Year 12	Adult (i.e. 21 years of age or over)
Stage 1	42% of the C10 trades rate	54.64% of the C13 rate	The relevant rate applicable to a trainee commencing after year 12 under National Training Wage Skill Level A.	National Training Wage Traineeship Skill Level B exit rate.
Stage 2	55% of the C10 trades rate	55% of the C10 trades rate	The relevant rate applicable to a trainee commencing at year 12 plus one year under National Training Wage Skill Level A.	C14 rate
Stage 3	75% of the C10 trades rate	75% of the C10 trades rate	75% of the C10 rate	C13 rate
Stage 4	88% of the C10 trades rate	88% of the C10 trades rate	C12 rate	C12 rate

15.8 Minimum wages for apprentices commencing an apprenticeship on and from 1 January 2014

Rates updated as a result of AWR 2017

The minimum wages for apprentices commencing an apprenticeship on and from 1 January 2014, except as provided for in clause 15.9—Adult apprentice minimum wages are as set out below (% are of the C10 rate at clause 15.1):

Stage of apprenticeship	Column 1			Column 2			Column 3		
	Has not completed year 12			Has completed year 12			Adult apprentice aged 21+		
	%	Min weekly wage \$	Hourly rate \$	%	Min weekly wage \$	Hourly rate \$	%	Min weekly wage \$	Hourly rate \$
Stage 1	50	404.55	10.65	55	445.01	11.71	80	647.28	17.03
Stage 2	60	485.46	12.78	65	525.92	13.84	C14	694.90	18.29
Stage 3	75	606.83	15.97	75	606.83	15.97	C13	714.90	18.81
Stage 4	88	712.01	18.74	C12	742.30	19.53	C12	742.30	19.53

15.9 Adult apprentice minimum wages

- (a) A person employed by an employer under this award immediately prior to entering into a training contract as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training contract. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 15 in which the adult apprentice was engaged immediately prior to entering into the training agreement.
- (b) This clause applies where the employee, immediately prior to entering into a training contract as an adult apprentice has been an employee in the enterprise for a minimum of six months full-time employment or 12 months part-time or regular and systematic casual employment.

15.10 Competency based progression

- (a) The minimum wages for each stage of the apprenticeship are set out in clauses 15.7 to 15.9. The conditions for progression to each stage where the training plan provides for the completion of a relevant engineering tradesperson AQF III qualification are set out in the following table:

Stage of apprenticeship	Progression requirements
Stage 1	No entry requirements
Stage 2	An apprentice enters Stage 2: On attainment of 25% of the competencies required for the relevant AQF III certificate qualification specified in the training plan; or 12 months after commencing the apprenticeship (subject to clause 12.12), whichever is the earlier.
Stage 3	An apprentice enters Stage 3: On attainment of 50% of the competencies required for the relevant AQF III certificate qualification specified in the training plan; or 12 months after commencing Stage 2 (subject to clause 12.12), whichever is the earlier.
Stage 4	An apprentice enters Stage 3: On attainment of 75% of the competencies required for the relevant AQF III certificate qualification specified in the training plan; or 12 months after commencing Stage 3 (subject to clause 12.12), whichever is the earlier.

- (b) For the purpose of competency based wage progression in clause 15.10(a) an apprentice will be paid at the relevant wage rate for the next stage of their apprenticeship if:
- (i) competency has been achieved in the relevant proportion of the total units of competency specified in clause 15.10(a) for that stage of the apprenticeship. The units of competency which are included in the relevant proportion must be consistent with any requirements in the training plan; and
 - (ii) any requirements of the relevant State/Territory apprenticeship authority and any additional requirements of the relevant training package with respect to the demonstration of competency and any minimum necessary work experience requirements are met; and
 - (iii) either:
 - (A) the Registered Training Organisation (RTO), the employer and the apprentice agree that the abovementioned requirements have been met; or
 - (B) the employer has been provided with written advice that the RTO has assessed that the apprentice meets the abovementioned requirements in respect to all the relevant units of competency and the employer has not advised the RTO and the apprentice of any disagreement with that assessment within 21 days of receipt of the advice.
- (c) If the employer disagrees with the assessment of the RTO referred to in clause 15.10(b)(iii)(B) above, and the dispute cannot be resolved by agreement between the RTO, the employer and the apprentice, the matter may be referred to the relevant State/Territory apprenticeship authority for determination. If the matter is not capable of being dealt with by such authority it may be dealt with in accordance with the dispute resolution clause in this award. For the avoidance of doubt, disputes concerning other apprenticeship progression provisions of this award may be dealt with in accordance with the dispute resolution clause.
- (d) For the purposes of this clause, the training package containing the qualification specified in the contract of training for the apprenticeship, sets out the assessment requirements for the attainment of the units of competency that make up the qualification. The definition of **competency**, for the purpose of the training packages and for the purpose of this clause, is the consistent application of knowledge and skill to the standard of performance required in the workplace. It embodies the ability to transfer and apply skills and knowledge to new situations and environments.
- (e) The apprentice will be paid the wage rate referred to in clause 15.10(b) from the first full pay period to commence on or after the date on which an agreement or determination is reached in accordance with clause 15.10(b)(iii) or on a date as determined under the dispute resolution process in clause 15.10(c).

16. Allowances

Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule E for a summary of monetary allowances and method of adjustment.

16.1 Wage related allowances

Monetary amounts in this clause adjusted as a result of AWR 2017

(a) Applying obnoxious substances

- (i) An employee engaged in the preparation and/or the application of epoxy based materials or materials of a like nature including Swiftvulc paint must be paid an allowance of **\$0.74** per hour.
- (ii) Where there is an absence of adequate natural ventilation the employer must provide ventilation by artificial means and/or supply an approved type of respirator. In addition, protective clothing must be supplied.
- (iii) Proper washing facilities together with towels, soap and a plentiful supply of water must be provided by the employer, as required.
- (iv) For the purpose of this clause all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system will be deemed to be materials of a like nature.

(b) Asbestos

- (i) Employees must be paid an allowance of **\$0.70** per hour when required to use materials containing asbestos or to work in close proximity to employees using those materials in connection with maintenance or replacement work.
- (ii) Employees must be provided with and must use all necessary safeguards including wearing mandatory protective equipment (i.e. combination overalls and breathing equipment or similar apparatus).

(c) Bagasse bins

Employees who during the crushing season are required to perform work below the level of the top catwalk in bagasse bins for periods of time in excess of those listed below are to be paid at **200%** of the minimum hourly rate, for the actual time involved in such work on each occasion:

- (i) During crushing operations—a minimum period of 10 minutes on any occasion.
- (ii) During non-crushing operations—a minimum period of 20 minutes on any occasion.

Provided that the rates for wet, hot or noxious gas fumes, confined space and repair work in this award must not be paid in addition to this allowance.

(d) Boiler cleaning—engine driver

- (i) An engine driver must be paid an allowance of **\$1.75** per hour when engaged in cleaning or scraping work inside the gas or water space of any boiler, flue or economiser.
- (ii) This rate applies instead of the special rates for hot places, wet places, confined spaces, dirty work and boiler repairs.

(e) **Brick cutting**

Employees using a brick cutting machine must be paid an allowance of **\$0.54** per hour whilst so engaged.

(f) **Carting and/or handling cement**

The Full Bench agreed that the literal conversion from imperial to metric measurements are very specific and propose to round the figures, as follows: 510kg. Parties are to provide any objections to this proposal and/or comments by **Friday, 24 November 2017** as per [504] of [2017] FWCFB 5536.

- (i) Employees engaged in carting and/or handling cement must be paid an allowance of **\$3.31** per day in addition to their ordinary wages whilst so engaged.
- (ii) This will not apply when quantities of less than ~~508 kg~~ 510 kg are carted or handled.

(g) **Chimney stacks**

Employees engaged on cleaning and tarring or painting chimney stacks must be supplied with overalls and must be paid an allowance of

- (i) **\$4.42** for the first four hours or any portion thereof; and
- (ii) **\$0.90** for each hour thereafter,
on any day whilst so engaged.

(h) **Chipping rollers**

Employees chipping rollers with pneumatic chisels must be paid **\$0.80** per hour above the rates prescribed for general mill workers with a minimum additional payment of **\$4.07** per day whilst so engaged.

(i) **Cleaner, greaser or oiler**

If a cleaner, greaser or oiler sometimes under the supervision of an engine driver stops or starts an engine they must be paid an allowance of **\$31.51** per week.

(j) **Cleaning dirty machinery**

Employees must be paid an allowance of **\$0.54** per hour when required to clean by hand or while assisting to dismantle before cleaning, gear and/or cog wheels, engine or roller beds.

(k) Cleaning molasses tanks

Employees must be paid an allowance of **\$0.54** per hour when engaged in cleaning out molasses tanks from the inside.

(l) Cleaning under carrier

Employees must be paid an allowance of **\$0.54** per hour when required to clean under the carrier.

(m) Confined spaces

An allowance of **\$0.74** per hour will be paid to employees required to carry out maintenance or cleaning inside the following when they are enclosed: cold mill boilers, combustion chambers, water drums of boilers, fire boxes, flues, vapour pipes, the base of chimney stacks, flywheel or gearing pits, condensers, effets, evaporators, vacuum pans, clarifiers, mud tanks, filter drums, effert supply tanks, lime tanks, or lime mixer barrels, drier drums, distributors, crystalliser and fugals or fugal baskets.

(n) Employees handling building blocks

Employees employed handling blocks (other than cindicrete blocks for plugging purposes) must be paid additional amounts as follows:

- (i)** for blocks over 5.5 kg and up to 9 kg—**\$0.61** per hour;
- (ii)** over 9 kg and up to 18 kg—**\$1.05** per hour;
- (iii)** over 18 kg—**\$1.52** per hour.

An employee will not be required to lift a building block in excess of 20 kg in weight unless such employee is provided with mechanical aid or with an assisting employee.

(o) First aid

Any appropriately qualified employee rostered by the employer to perform first aid duty must be paid a weekly allowance of **\$12.69**.

(p) Grinding shredder hammer

Employees must be paid an allowance of **\$0.48** per hour when required to grind shredder hammers after such hammers have been re-tipped with Hardex weld, with a minimum payment of four hours.

(q) Handling molasses

Employees must be paid an allowance of **\$0.59** per hour when handling molasses in drums where the molasses has spilt so that the employee's clothes become appreciably contaminated.

(r) Height money

The Full Bench agreed that the literal conversion from imperial to metric measurements are very specific and propose to round the figures, as follows: 15 metres and 23 metres. Parties are to provide any objections to this proposal and/or comments by **Friday, 24 November**

2017 as per [504] of [2017] FWCFCB 5536.

- (i) Employees must be paid an allowance of \$0.35 per hour when required to perform work at a height of between 15 and 23 metres above the ground or low water level or nearest horizontal plane.
- (ii) Employees must be paid an allowance of \$0.54 per hour when required to perform work at a height of more than 23 metres above the ground or low water level or nearest horizontal plane.

(s) **High pressure cleaning machines**

Employees must be paid an allowance of \$0.54 per hour when operating high pressure cleaning machines for the cleaning of dirty machinery or operating degreasing machines.

(t) **Hot work etc.**

- (i) Employees must be paid 200% of the minimum hourly rate for the actual time spent on cleaning or maintenance work inside:

- hot effets;
- hot flues;
- hot vacuum pans;
- hot boilers;
- hot combustion chambers; or
- hot fire boxes of mill boilers,

where the ambient temperature, having been raised by artificial means, is 45 degrees Celsius or more.

- (ii) Employees will perform such work for 10 minutes on each occasion the work is performed before the additional rate applies.
- (iii) Employees will not be paid this allowance for recovery time or for time spent working as a member of a crew outside the hot place. ~~spelling time or for time spent working as a member of the gang outside the hot place.~~
- (iv) This allowance will be instead of any other provision relating to hot work, unpleasant conditions, confined spaces repair work or dirty work; provided that the rates for wet, hot or noxious gas fumes confined space and repair work in this award will not be paid in addition.

The Award should specify which allowances are and are not payable at any time. This matter will also be referred to a separately constituted Full Bench for further consideration as per [507] of [2017] FWCFCB 5536.

(u) **Crushing season—juice superheaters**

- (i) Employees must be paid an allowance of \$0.72 per hour when manually cleaning juicing superheaters with brushes on weekdays during the crushing season.

- (ii) Provided that this allowance will not be paid when superheaters are cleaned with chemicals.

(v) Insulation work

- (i) An employee must be paid an allowance of **\$0.74** per hour when working in a dust laden atmosphere caused by using materials for insulating, deafening or pugging work. For example, when pumice, charcoal, or any other substitute, including cork and sawdust is used or when working on insulating work in an average temperature of seven degrees Celsius or under.
- (ii) An employee must be paid an allowance of **\$0.70** per hour while employed on work involving handling charcoal, pumice, slagwool, insulwool or other loose material of a like nature used in the construction, repair or demolition of roofing, flooring, walls or partitions, for providing insulation against heat, cold or noise.

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.

- ~~(iii) Employees must be provided with gloves and paid an allowance of **\$0.70** per hour in addition to the rates prescribed while engaged in fixing insulation materials with hot bitumen.~~
- ~~(iv) Employees must be paid an allowance of **\$0.66** per hour while engaged in using hot bitumen.~~
- (iii) Employees must be provided with gloves and paid an allowance of **\$0.74** per hour in addition to the rates prescribed while engaged in using hot bitumen or fixing insulation materials with hot bitumen.

(w) Lagging steam pipes

Employees engaged in lagging steam pipes or steam vessels must be paid an allowance of **\$0.54** per hour.

(x) Operating jackhammers, etc.

Employees engaged in operating jackhammers, or manually operated pneumatic tampers or spikers must be paid an allowance of **\$0.54** per hour with a minimum additional payment of **\$2.79** per day.

(y) Pressure welding allowance

An employee who is required to perform pressure welding must be paid an allowance of **\$27.03** per week while so engaged. The allowance will be paid on a daily basis on any day an employee is required to perform pressure welding.

(z) Re-bagging lime

- (i) General mill workers required to re-bag burst bags of lime will be paid an allowance of **\$0.59** per hour with a minimum of one hour.

- (ii) All employees engaged in the hand shovelling of lime or in handling bagged lime will be paid an allowance of **\$0.59** per hour, but this allowance will not apply to employees classified as lime handlers.

(aa) Repair work

Tradespersons must be paid an allowance of **\$0.75** per hour when engaged in repairs and alterations to old work only, notwithstanding that new material may have to be used for the purpose. Nothing extra may be claimed for dirty work.

(bb) Shot blast or sand blast

An employee must be paid an allowance of **\$0.54** per hour when engaged in working the shot blast or sand blast.

(cc) Spot welding mill rollers

- (i) Employees must be paid an allowance of **\$4.23** per hour when engaged in spot welding mill rollers in operation while crushing is in progress.
- (ii) Employees must be paid an allowance of **\$2.12** per hour when engaged in spot welding mill rollers during the crushing season while crushing operations are not in progress.
- (iii) Employees must be paid an allowance of **\$2.16** per hour when engaged in automatic spot welding of mill rollers during the crushing season while crushing is in progress.
- (iv) Employees must be paid an allowance of **\$1.08** per hour when engaged in automatic spot welding of mill rollers during the crushing season while crushing operations are not in progress.
- (v) The allowance for repair work will not be payable where the allowances in clause 16.1(cc) are payable.
- (vi) Where the allowances for automatic and manual spot welding of mill rollers would otherwise apply, the higher rates only must apply.

(dd) Work in rain

When employees are required to work in rain they must be paid for all time so worked at **200%** of the minimum hourly rate until such time as they finish work or are able to change into dry clothing, unless they are provided with waterproof clothing.

(ee) Work in water and cleaning drains

Employees must be paid an allowance of **\$0.48** per hour when required to work in water of a depth of 76.2 cm or more.

16.2 Expense related allowances

Monetary amounts in this clause adjusted as a result of AWR 2017

(a) Meal allowances

Where there is an entitlement to a meal on overtime and none is available from the employer, the meal allowance of **\$13.96** must be paid.

(b) Tool allowance

Parties are directed to advise whether they will pursue the claim to introduce a tool allowance for apprentices by **Friday, 24 November 2017** as per [537] of [2017] FWCFB 5536. If the claim is being pursued it will be referred to a separately constituted Full Bench for consideration.

A tool allowance of **\$22.35** per week must be paid to tradespersons who are required to supply and use their own tools.

(c) Transport of employees—shiftworkers

(i) An employee who lives more than 1.6 km away from their place of work and is working overtime on a shift that finishes at a time other than their normal finishing time and when reasonable transport is not available, will be reimbursed by the employer an amount equal to the cost of any transport which allows the employee to reach their home by other means of transport.

(ii) This allowance is not payable when the employer provides suitable transport.

(d) Vehicle allowance

An employee who reaches agreement with their employer to use their own motor vehicle on the employer's business, must be paid **\$0.78** per kilometre travelled.

(e) Wet concrete

Employees working in wet concrete must be provided by the employer with rubber boots.

17. Payment of wages

17.1 Frequency of payment

~~Wages must be paid either:~~

~~(a) weekly according to the actual ordinary hours worked each week;~~

~~(b) according to the average number of ordinary hours worked each week; or~~

~~(c) by agreement between the employer and the majority of employees in the relevant enterprise, wages may be paid fortnightly or monthly.~~

~~NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.~~

17.2 Method of payment

~~Wages must either be paid by cash, cheque or electronic funds transfer into the bank or financial institution account nominated by the employee.~~

Clauses 17.3 moved to clause 15.3.

~~17.3 — Method of work and payment for ordinary hours~~

~~For the purposes of an average 38 hour working week in sugar mills, employees will be provided with unpaid rostered days off during the nominal slack season. To accommodate rostered days off the method of working ordinary hours and the method of payment will be as follows:~~

- ~~(a) — During the nominal slack season, as defined in clause 26.2, an employer will be deemed to have paid the minimum weekly rate prescribed if:
 - ~~(i) — in the case of an employee other than a seasonal employee or other than an employee deemed to be seasonal in clause 2, the employee is paid a total of two weeks' minimum pay over the two weeks' cycle; and~~
 - ~~(ii) — in the case of seasonal employees and employees deemed to be seasonal as defined in clause 2 the employee is paid a total of four weeks' minimum pay over the four weeks' cycle.~~~~
- ~~(b) — During the nominal slack season, as defined in clause 26.2, an employee other than a seasonal employee or other than an employee deemed to be seasonal in clause 2, will be paid for all ordinary hours worked each week at the weekly rate divided by 36 and seasonal employees and employees deemed to be seasonal in clause 2 will be paid for all ordinary hours worked each week at the weekly rate divided by 38.~~
- ~~(c) — During the nominal crushing season as defined in clause 26.2, all employees will be paid for all ordinary hours worked each week at the weekly rate divided by 40.~~

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.

Parties agreed in principle to move clause 17.4 to clause 19.3.

~~17.4 — Absences from duty under an averaging system~~

~~Where an employee's ordinary hours in a week are greater or less than 38 hours and such employee's pay is averaged to avoid fluctuating wage payments, the following applies:~~

- ~~(a) — The employee will accrue a credit for each day the employee works ordinary hours in excess of the daily average.~~
- ~~(b) — The employee will incur a debit for each day of absence from duty other than on annual leave, long service leave, public holidays, paid personal/carer's leave, workers compensation, paid compassionate leave, paid family leave or jury service.~~

Clause 17.4(b) 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?

- ~~(e) An employee absent for part of a day (other than on annual leave, long service leave, public holidays, paid personal leave, workers compensation, paid compassionate leave, paid family leave or jury service) will incur a proportion of the debit for the day, based upon the proportion of the working day that the employee was not in attendance.~~

~~**17.5 Higher duties**~~

~~Where an employee on any one day performs two or more classes of work and is employed:~~

- ~~(a) for more than four hours on a class or classes of work carrying a higher rate, the employee must be paid at the highest rate for the whole time worked on that day;~~
- ~~(b) for four hours or less on a class or classes of work carrying a higher rate, the employee must be paid at the highest rate for four hours.~~

Part 6—Bulk Terminal Operations—Wages and Allowances

Rates updated as a result of AWR 2017

17. Minimum wages

17.1 The following wages apply to bulk terminal employees classified under clause Schedule C—Classification Definitions—Bulk Terminal Operations:

Classification	Minimum weekly wage	Minimum hourly rate
	\$	\$
BT1	694.90	18.29
BT2	720.30	18.96
BT3	758.50	19.96
BT4	803.20	21.14
BT5	820.00	21.58
BT6	874.40	23.01
BT7	997.20	26.24

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

17.2 Minimum wage rate for apprentices commencing or continuing an apprenticeship prior to 1 January 2014

For apprentices, who commenced or are continuing their apprenticeship prior to 1 January 2014 the minimum rates for apprentices engaged in bulk terminal operations, except as provided for in clause 15.9—Adult apprentice minimum wages are set out in the table below:

	% of the rate for BT6
1st year	42
2nd year	55
3rd year	75
4th year	88

17.3 Minimum wages for apprentices commencing an apprenticeship on or after 1 January 2014

The minimum wages for apprentices commencing an apprenticeship on or after 1 January 2014, except as provided for in clause 15.9—Adult apprentice minimum wages are as set out below. The percentages in the tables below are of the ordinary weekly wage rate prescribed in clause 17.1 for classification BT6.

Stage of apprenticeship	Has not completed year 12			Has completed year 12			Adult apprentice aged 21+		
	%	Min weekly wage \$	Hourly rate \$	%	Min weekly wage \$	Hourly rate \$	Classification or %	Min weekly wage \$	Hourly rate \$
Stage 1	50	437.20	11.51	55	480.92	12.66	80	699.52	18.41
Stage 2	60	524.64	13.81	65	568.36	14.96	BT1 - but no lower than first year rate	699.52	18.41
Stage 3	75	655.80	17.26	75	655.80	17.26	BT2	720.30	18.96
Stage 4	88	769.47	20.25	88	769.47	20.25	88	769.47	20.25

17.4 Adult apprentice minimum wages

The provisions of clause 15.9—Adult apprentice minimum wages apply to apprentices employed under this Part 6 as if references to classifications were references to classifications contained in clause 17.1.

17.5 Competency based progression

The provisions of clause 15.10 apply to apprentices under this Part 6 as if references to the minimum wages under Part 5 were references to minimum wages under clauses 17.2 to 17.4.

18. Allowances

Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule E for a summary of monetary allowances and method of adjustment.

18.1 Wage related allowances

Monetary amounts in this clause adjusted as a result of AWR 2017

(a) First aid

Any appropriately qualified employee rostered by the employer to perform first aid duty must be paid a weekly allowance of **\$21.10**.

(b) Workplace co-ordinators allowance—bulk sugar terminals

Employees who are directed to perform the work of workplace co-ordinator must be paid an allowance of **\$0.35** per hour whilst so engaged, for a maximum of four hours.

18.2 Expense related allowances

Monetary amounts in this clause adjusted as a result of AWR 2017

(a) Meal allowances

Where there is an entitlement to a meal on overtime and none is available from the employer, the meal allowance of **\$17.49** must be paid.

(b) Tool allowance

Parties are directed to advise whether they will pursue the claim to introduce a tool allowance for apprentices by **Friday, 24 November 2017** as per [537] of [2017] FWCFB 5536. If the claim is being pursued it will be referred to a separately constituted Full Bench for consideration.

A tool allowance of **\$24.77** per week must be paid to tradespersons who are required to supply and use their own tools.

(c) Vehicle allowance

An employee who reaches agreement with their employer to use their own motor vehicle on the employer's business, must be paid **\$0.78** per kilometre travelled.

19. Payment of wages

19.1 Frequency of payment

~~Wages must be paid either:~~

- ~~(a) weekly according to the actual ordinary hours worked each week;~~
- ~~(b) according to the average number of ordinary hours worked each week; or~~
- ~~(c) by agreement between the employer and the majority of employees in the relevant enterprise, wages may be paid fortnightly or monthly.~~

~~NOTE: Regulations 3.33(3) and 3.46(1)(g) of Fair Work Regulations 2009 set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.~~

19.2 Method of payment

~~Wages must either be paid by cash, cheque or electronic funds transfer into the bank or financial institution account nominated by the employee.~~

Part 7—Other Wage Related Provisions

New provision (clause 19 below) inserted to apply to all sectors which amalgamates clauses 15, 17 and 20 of this exposure draft.

19. Payment of wages

19.1 Frequency of payment

Wages must be paid either:

- (a) weekly according to the actual ordinary hours worked each week;
- (b) according to the average number of ordinary hours worked each week; or
- (c) by agreement between the employer and the majority of employees in the relevant enterprise, wages may be paid fortnightly or monthly.

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

19.2 Method of payment

Wages must either be paid by cash, cheque or electronic funds transfer into the bank or financial institution account nominated by the employee.

19.3 Absences from duty under an averaging system

Where an employee's ordinary hours in a week are greater or less than 38 hours and such employee's pay is averaged to avoid fluctuating wage payments, the following applies:

- (a) The employee will accrue a credit for each day the employee works ordinary hours in excess of the daily average.
- (b) The employee will incur a debit for each day of absence from duty other than on annual leave, long service leave, public holidays, paid personal/carer's leave, workers compensation, paid compassionate leave, paid family leave or jury service.
- (c) An employee absent for part of a day (other than on annual leave, long service leave, public holidays, paid personal leave, workers compensation, paid compassionate leave, paid family leave or jury service) will incur a proportion of the debit for the day, based upon the proportion of the working day that the employee was not in attendance.

20. Higher duties

20.1 Clause 20 does not apply to employee working on bulk terminal operations.

20.2 Where an employee on any one day performs two or more classes of work and is employed:

- (a) for more than four hours on a class or classes of work carrying a higher rate, the employee must be paid at the higher rate for the whole time worked on that day;
- (b) for four hours or less on a class or classes of work carrying a higher rate, the employee must be paid at the higher rate for four hours.

21. School-based apprentices

For school-based apprentices, see Schedule F—School-based Apprentices.

22. Supported wage system

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

23. National training wage

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

24. Superannuation

24.1 Superannuation legislation

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

24.2 Employer contributions

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

24.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 24.2.

- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 24.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 24.3(a) or (b) was made.

24.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 24.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 24.2 and pay the amount authorised under clauses 24.3(a) or (b) to one of the following superannuation funds or its successor:

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

Part 8—Penalties and Overtime

25. Overtime and penalty rates—other than shiftworkers

25 amended in accordance with [PR584160](#) (25.6 substituted).

25.1 Payment for working overtime—other than bulk sugar terminals

- (a) Employees working overtime:
 - (i) within the hours fixed in clause 11—Ordinary hours of work and rostering—other than shiftworkers of this award but in excess of the hours fixed for an ordinary week's work; or
 - (ii) outside the hours fixed in clause 11,

must be paid at **150%** of the minimum hourly rate for the first three hours and **200%** of the minimum hourly rate after that.

- (b) When calculating overtime, each day stands alone.
- (c) For the purposes of this clause **hours fixed for an ordinary week's work** means the hours of work fixed in an establishment in accordance with clause 11 of this award or varied in accordance with the relevant clauses of this award.
- (d) When any portion of an hour is worked, the employee must receive payment in respect of any broken part of an hour for not less than one quarter hour at the current overtime rate.

25.2 Payment for working rostered day off, or overtime on Saturdays or Sundays

This clause may require further consideration as per [479]–[491] of [\[2017\] FWCFB 5536](#).

- (a) An employee, ~~other than a bulk sugar terminals employee,~~ required to work on a rostered day off or overtime commencing on Saturday will be paid at **150%** of the minimum hourly rate for the first three hours and **200%** of the minimum hourly rate after that for a minimum of three hours..
- (b) ~~All work done~~ An employee required to work overtime commencing on a Sunday must be paid at **200%** of the minimum hourly rate with a minimum of three hours' work or payment provided the employee is available for work for three hours.

25.3 Payment for working overtime—bulk sugar terminals

In the case of bulk sugar terminals all hours worked outside or in excess of an employee's ordinary hours roster must be deemed overtime and paid at **200%** of the minimum hourly rate.

25.4 Rest period after overtime—sugar milling

(a) Length of the rest period

When overtime work is necessary it will be arranged where ~~possible~~ reasonably practicable for employees to have at least 10 consecutive hours off duty between the work of successive days.

(b) Where the employee does not get a 10 hour rest

- (i) The following conditions apply to an employee (other than a casual employee) who works so much overtime that the employee has not had at least 10 consecutive hours off duty between the end of the employee's work on one day and the start of the employee's work on the next day:
 - the employee must be released from duty after that overtime is finished until the employee has had 10 consecutive hours off duty, and
 - there will be no loss of pay for ordinary working time occurring during the absence.

- (ii) The following conditions apply to an employee who, on the instructions of the employer, resumes or continues work without having had 10 consecutive hours off duty in accordance with clause 25.4(b)(i):
- the employee must be paid at **200%** of the minimum hourly rate until the employee is released from duty;
 - the employee is then entitled to be absent for 10 consecutive hours; and
 - there will be no loss of pay for ordinary working time occurring during the absence.
- (c) Where an employee is recalled to work overtime and works not more than three hours' overtime, this clause will not apply.

25.5 Return to duty

- (a) Any employee recalled to work after the ordinary finishing time must receive a minimum payment of three hours at the prevailing overtime rates.
- (b) Provided that this minimum payment will apply only in respect of the first two call-outs.

25.6 Time off instead of payment for overtime

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 25.6.
- (c) An agreement must state each of the following:
- (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - (iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at Schedule K. There is no requirement to use the form of agreement set out at Schedule K. An agreement under clause 25.6 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

- (d) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under clause 25.6 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 25.6 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 25.6 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 25.6 will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.

Note: If an employee makes a request under section 65 of the Act for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the Act).

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 25.6 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 25.6.

25.7 Make-up time

An employee may elect, with the consent of the employer, to work make-up time under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award.

26. Shiftwork

Use of term “penalties” and “allowances” will be considered further as part of the Plain language re-drafting process as per [592] of [2017] FWCFCB 5536.

26.1 Ordinary hours of work—shiftwork

- (a) Maximum weekly hours and requests for flexible working arrangements are provided for in the NES.
- (b) By agreement between the employer and the majority of employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is allowed over a period which exceeds 28 consecutive days but does not exceed 12 months.
- (c) Employees terminating prior to taking any banked rostered day(s) off must receive **20%** of their average weekly pay over the previous six months multiplied by the number of banked substitute days.
- (d) By agreement 12 hour shifts may be rostered.

26.2 Shiftwork definitions

For the purpose of this award:

The Commission’s provisional view regarding the definition of ‘shiftwork’ in clause 26.2(a) is that it should not be amended. Unless the parties provide a persuasive submission as to why the definition should be varied, the current clause will be retained.

- (a) a **shiftworker** is an employee who can be regularly rostered to work on Sundays and public holidays, where the employer operates shifts continuously rostered 24 hours a day seven days a week;
- (b) **day shift** means any shift between 8.00 am and 4.00 pm or otherwise by agreed roster;
- (c) **afternoon shift** means any shift finishing after 6.00 pm and at or before midnight;
- (d) **night shift** means any shift finishing after midnight and at or before 8.00 am or where the majority of hours worked in the shift fall between midnight and 8.00 am;
- (e) **nominal crushing season** means the period of 26 weeks commencing on the first Monday of June each year; and
- (f) **nominal slack season** means that period that is not the nominal crushing season.

26.3 Ordinary hours of work—continuous shiftworkers

- (a) **Continuous shiftwork** means work carried out:
 - (i) on consecutive shifts of employees;
 - (ii) over 24 hours a day;
 - (iii) for at least six consecutive days; and

- (iv) without interruption, except during breakdowns, meal breaks or due to unavoidable causes beyond the control of the employer.
- (b) Subject to clause 26.3(d), the ordinary hours of continuous shiftworkers are, at the discretion of the employer, to average 38 hours per week inclusive of meal breaks and must not exceed 152 hours in 28 consecutive days.
- (c) Continuous shiftworkers are entitled to a 20 minute meal break on each shift which must be counted as time worked.
- (d) Except at the regular changeover of shifts, an employee must not be required to work more than one shift in each 24 hours except where the additional shift is paid for at overtime rates.

26.4 Extra weekend payments for continuous shiftwork—~~sugar milling~~ other than field sector

The amendments to clause 26.4 require further drafting. Parties are asked to comment further on the proposed amendment to clause 26. Submissions addressing the following questions are due by **Friday, 24 November 2017** as per [535] of [2017] FWCFB 5536

(a) Sugar milling

For sugar mill employees, where continuous shiftwork is regularly performed on a three shifts per day basis, over a period of seven days per week, all time worked up to eight hours in any shift between midnight Friday and midnight Sunday must be paid at **150%** of the minimum hourly rate. Such payments will be in addition to any allowance payable for the working of an afternoon or night shift.

(b) Bulk terminals

For bulk terminal employees, shift work ordinary hours performed between midnight Friday and midnight Saturday must be paid at the rate of 150% of the minimum hourly rate. Shift work ordinary hours performed between midnight Saturday and midnight Sunday must be paid at the rate of 200% of the minimum hourly rate

26.5 Afternoon and night shift allowances—other than field sector

- (a) Employees other than field sector workers, whilst engaged on afternoon shift and night shift, must be paid a penalty rate for each such shift of **15%** in addition to the minimum hourly rate applicable.
- (b) Employees other than field sector workers, required to work afternoon or night shift continuously or employees required to work afternoon and night shift, without rotation to day shift, must be paid **30%** in addition to the minimum hourly rate instead of any other shift allowance.

26.6 Afternoon shift and night shift rates—field sector

Field sector employees whilst engaged on afternoon shift and night shift, must be paid for each shift as follows:

- (a) afternoon shift—**112.5%** of the minimum hourly rate; or
- (b) night shift—**115%** of the minimum hourly rate

for the employee's employment classification.

26.7 Additional shift allowances five day roster—sugar milling

(a) Final shift of roster

All ordinary time worked by any sugar milling employee on the final shift of a roster where the ordinary time falls entirely between midnight Friday and 8.00 am Saturday in any week, must be paid at **150%** of the minimum hourly rate. Such payments will be in addition to any shift allowance payable for the working of an afternoon or night shift.

(b) Overtime crushing shifts

Where overtime crushing shifts are worked at weekends by sugar milling shiftworkers, all shiftworkers so engaged must be paid an allowance of **25%** of the minimum hourly rate in addition to the appropriate overtime rates.

26.8 Overtime hours of work—field sector shiftwork

All overtime performed by a field sector shiftworker where more than one shift per day is worked, will be paid for at **200%** of the minimum hourly rate.

26.9 Nominal crushing season—shiftwork

(a) The ordinary working hours in the nominal crushing season must not exceed 40 in any one week or eight in any one day, which may be worked in accordance with a roster system as mutually agreed upon between the employer and the majority of employees directly affected, or as ~~approved by the Fair Work Commission~~ determined by the Fair Work Commission in accordance with clause 35 Dispute Resolution. Provided that with agreement between the employer and the majority of employees directly affected, shifts of more or less than eight hours may be worked. The working of broken shifts or six hour shifts in mills is prohibited.

(b) In mills where locomotive drivers, their assistants and weighbridge clerks are working two shifts, those shifts may be worked between 6.00 am and 2.00 pm and between 2.00 pm and 10.00 pm or such other roster as mutually agreed upon between the employer and the majority of employees directly affected.

26.10 Nominal slack season—shiftwork

(a) The ordinary working hours for shiftworkers in the nominal slack season must not exceed 40 in any one week or eight in any one day, provided that with agreement between the employer and the majority of employees directly affected, shifts of more or less than eight hours may be worked.

(b) For employees other than seasonal employees and also other than those deemed to be seasonal, the ordinary working hours must be worked in accordance with an agreed roster which will provide for nine ordinary working days or 72 ordinary working hours per fortnight. One day of the two week cycle must be an unpaid rostered day off.

(c) For seasonal employees the ordinary working hours must be worked in accordance with an agreed roster which will provide for 19 working days or 152 ordinary working hours per four week cycle. One day of the four week cycle must be an unpaid rostered day off.

- (d) The agreed rosters provided for must provide for a rostered day off on a Monday, or if agreed between the employer and employees at a particular mill, on a Friday.
- (e) If a rostered day off falls on a public holiday, the rostered day off must be taken on the next ordinary working day.
- (f) Rostered days off may, by agreement between the employer and the majority of employees directly affected, be accrued up to a maximum of six rostered days off, which must be taken within 12 calendar months of the date on which the first rostered day off was accrued, at a time or times agreed between the employer and the employees directly affected.
- (g) Employees terminated prior to taking any banked rostered day(s) off must receive ~~one-fifth~~ **20%** of average weekly pay over the previous six months multiplied by the number of banked substitute days.

26.11 Shiftwork overtime—sugar mills

- (a) Provided that this minimum will not apply where overtime worked by shiftworkers is continuous with their shiftwork.
- (b) In callings where more than one shift per day is worked, overtime will be paid for at **200%** of the minimum hourly rate.
- (c) When a shiftworker is required to continue working during the following shift they will be granted a crib time of 30 minutes within one hour after their ordinary finishing time and a further crib time of 30 minutes at the usual crib time period for the following shift. No deduction will be made from wages for the crib times so granted and the employer will supply to the employee meals or cribs not later than at crib times during the second shift.
- (d) An employee called out to work will be granted a meal break of 30 minutes after each four hours of work. No deduction will be made from the wages for the meal times so granted. If the employee is not notified of the requirement to work overtime in sufficient time to enable them to make arrangements for a meal or crib, it will be supplied free of charge provided the second and subsequent meals will be provided free of charge by the employer in all cases.

26.12 Employees recalled—sugar mills

- (a) Any employee recalled to work after the ordinary ceasing time will receive a minimum payment of three hours at overtime rates.
- (b) Provided that this minimum payment will apply only in respect of the first two call-outs.
- (c) The provisions of clause 25.4 will apply in the case of shiftworkers where they rotate from one shift to another as if eight hours were substituted for 10 hours when overtime is worked:
 - (i) for the purpose of changing shift rosters;
 - (ii) where a shiftworker does not report for duty; or

- (iii) where a shift is worked by arrangement between the employees themselves.
- (d) Where an employee has been employed for 16 hours or more continuously before the ordinary starting time at the commencement of any week, unless the employee receives eight consecutive hours off duty prior to commencing work on their ordinary shift, the employee will be paid at **200%** of the minimum hourly rate for time worked during the ordinary shift and until the employee is given eight consecutive hours off duty. If time off is given, that portion of the employee's ordinary shift which falls within such eight consecutive hours off duty will be paid for at ordinary rates.
- (e) Where a shiftworker is required to work four hours or more overtime immediately prior to the starting time of their normal shift, the employee will be allowed 30 minutes without deduction of pay to enable the employee to partake of a meal or crib, such crib to commence not later than the end of the first hour of the employee's normal shift.
- (f) If the employee is not notified of the overtime shift in sufficient time to enable the employee to make arrangements for a meal or crib, it will be supplied free of charge by the employer.
- (g) Any employee required to work overtime on a recognised final shift that is between midnight Friday and 8.00 am Saturday, in any week, will be paid for the time so worked at **250%** of the minimum hourly rate.

26.13 Change of hours—sugar mills

- (a) Notwithstanding anything contained in clauses 11 or 25, an employer may transfer an employee working afternoon or night shift to day shift or day work, by giving the employee at least eight hours' notice, if in the employer's opinion there is insufficient work on the employee's rostered shift due to wet weather:
 - (i) interfering with cane supply;
 - (ii) restricting cane transport; or
 - (iii) restricting crushing operations.

The employer may transfer the employee back to the employee's ordinary rostered shift by giving at least eight hours' notice.

- (b) Where such afternoon or night shift employee does not receive at least eight hours' notice of the change from afternoon or night shift to day shift or day work or vice versa and an eight hour break, the employee will be paid at overtime rates for the first eight hours worked after such change.

Part 9—Leave, Public Holidays and Other NES Entitlements

27. Annual leave

27 amended in accordance with [PR583084](#). (27.4 and 27.5 renamed and substituted; 27.6 renumbered as 27.9; new 27.6 inserted; 27.7, 27.8 and 27.10 inserted); references to to Fair Work Act changed to

‘Act’. See [\[2017\] FWCFB 3433](#) at [350].

27.1 Annual leave is provided for in the NES.

27.2 Definition of shiftworker

For the purpose of the additional week of annual leave provided for in s.87(1)(b) of the Act, a **shiftworker** is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays, where the employer operates shifts continuously rostered 24 hours a day seven days a week.

27.3 Annual leave loading

(a) During a period of annual leave an employee will receive a loading calculated on the rate of wage prescribed in this award. Annual leave loading payment is payable on leave accrued.

NOTE: Where an employee is receiving overaward payments such that the employee’s base rate of pay is higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see ss.16 and 90 of the Act).

(b) The loading is as follows:

(i) **Day work**

Employees who would have worked on day work only had they not been on leave, **17.5%** or the relevant weekend penalty rates, whichever is the greater but not both.

(ii) **Shiftwork**

Employees who would have worked on shiftwork had they not been on leave, a loading of **17.5%** or the shift loading (including relevant weekend penalty rates) whichever is the greater but not both.

(iii) **Bulk terminals**

For employees in bulk terminals, the annual leave loading in clauses 27.3(b)(i) and (ii) must be **25%**.

27.4 Annual leave in advance

(a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.

(b) An agreement must:

(i) state the amount of leave to be taken in advance and the date on which leave is to commence; and

(ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.

Note: An example of the type of agreement required by clause 27.4 is set out at Schedule I. There is no requirement to use the form of agreement set out at Schedule I.

- (c) The employer must keep a copy of any agreement under clause 27.4 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 27.4, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

27.5 Close-down

An employer may require an employee to take annual leave as part of a close-down of its operations, by giving at least four weeks' notice.

27.6 Excessive leave accruals: general provision

Note: Clauses 27.6 to 27.8 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Act.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 27.2).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 27.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 27.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

27.7 Excessive leave accruals: direction by employer that leave be taken

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 27.6(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 27.6, 27.7 or 27.8 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and

- (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 27.7(b)(i).

Note 2: Under section 88(2) of the Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

27.8 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 27.6(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under paragraph (a) if:
- (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 27.7(a) that, when any other paid annual leave arrangements (whether made under clause 27.6, 27.7 or 27.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under paragraph (a) must not:
- (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 27.6, 27.7 or 27.8 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.

- (d) An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 27.2) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

27.9 Calculation of annual leave—bulk terminal operations

In the case of bulk terminal employees annual leave including any proportionate payments will be calculated as follows:

- (a) Shiftworkers—subject to clause 27.9(b), the rate of wage to be paid to a shiftworker will be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts.
- (b) All employees—in no case will the payment by bulk terminals to an employee be less than the sum of the following amounts:
 - (i) The employee's ordinary wage rate as prescribed by Schedule C for the period of the annual leave (excluding weekend penalty rates).
 - (ii) Where such roster does not pay 25% over the ordinary time earnings then clause 27.9(b)(iii) will apply.
 - (iii) A further amount calculated at the rate of 25% of the amounts referred to in clause 27.9(b)(i).
- (c) ~~Instead of five travel days per annum, the employee in consultation with the bulk terminals may exercise their option to convert the five travel days to an additional 2% employer's superannuation contribution for the term of their employment.~~

27.10 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 27.10.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 27.10.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 27.10 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 27.10 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee’s remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 27.10 as an employee record.

Note 1: Under section 344 of the Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 27.10.

Note 2: Under section 345(1) of Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 27.10.

Note 3: An example of the type of agreement required by clause 27.10 is set out at Schedule J. There is no requirement to use the form of agreement set out at Schedule J.

28. Personal/carer’s leave and compassionate leave

Personal/carer’s leave and compassionate leave are provided for in the NES.

29. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the NES.

30. Public holidays

Public holidays provisions may be affected by [AM2014/301](#)

30.1 Public holiday entitlements are provided for in the NES.

30.2 An employee required to work on a public holiday is entitled to not less than four hours’ pay at **250%** of the minimum hourly rate provided the employee is available to work those hours.

31. Community service leave

Community service leave is provided for in the NES.

32. Termination of employment

32.1 Notice of termination is provided for in the NES.

32.2 Notice of termination by an employee

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

32.3 Job search entitlement

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

33. Redundancy

33.1 Redundancy pay is provided for in the NES.

33.2 Transfer to lower paid duties

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

33.3 Employee leaving during notice period

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

33.4 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 32.3.

33.5 Bulk terminal employees

For employees in bulk terminals the redundancy entitlement will be the greater of the NES or, for employees with greater than 12 months' continuous service, 2.5 weeks' redundancy pay for each year of service to a maximum of 52 weeks plus:

- (a) For all employees with more than 12 months' service an amount of up to **\$1,000** towards retraining at a recognised institution on the production of such invoices.
- (b) A service will be provided to assist employees in preparing job applications, CVs and the like.
- (c) Access to a financial planning adviser will be considered upon application from the employee.
- (d) Employees aged 45 years and over and/or having 10 years' continuous service at the date of redundancy will be entitled to payment for all accrued sick leave.
- (e) Employees under 45 years of age with less than 10 years' continuous service at the date of redundancy will be entitled to 50% payment of all accrued sick leave.
- (f) The maximum payment under this clause will not exceed 52 weeks of ordinary time pay excluding any accrued annual leave, sick leave, long service leave or the ~~severance~~ notice payment as set out in clause 32—Termination of employment.

33.6 Redundancy pay—apprentices and fixed term employees in sugar mills

The NES limitation on redundancy in s.123 of the Act for an employee employed for a specified period of time or for a specified task will not apply to employees of sugar mills where such employees are:

- (a) engaged on a series of consecutive contracts where the period of actual service covered by the series of contracts totals in excess of 12 months. For the purpose of this clause the continuity of an employee's service with an employer is taken not to be broken by a period between fixed term contracts which is equal to or less than eight weeks; or
- (b) apprentices who are retained in employment for more than six months after the completion of their apprenticeship.

Part 10—Consultation and Dispute Resolution

34. Consultation

34.1 Consultation regarding major workplace change

- (a) **Employers to notify**
 - (i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer

must notify the employees who may be affected by the proposed changes and their representatives, if any.

- (ii) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

(b) Employers to discuss change

- (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 34.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 34.1(a).
- (iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

34.2 Consultation about changes to rosters or hours of work

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

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

35. Dispute resolution

- 35.1 In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 35.2 If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 35.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 35.3 The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 35.4 Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 35.5 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

References to 'occupational health and safety' change to 'work health and safety'. See [\[2017\] FWCFB 3433](#) at [382].

- 35.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable ~~occupational~~ work health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and ~~legal~~ appropriate for the employee to perform.

36. Dispute resolution procedure training leave

- 36.1 A duly authorised eligible employee representative will, upon written application to the employer, at least 14 days in advance (or such lesser period as mutually agreed), be granted up to three working days' leave (non-cumulative) on ordinary pay each calendar year to attend approved courses which are directed at the enhancement of the operation of the dispute resolution procedures including its operation in connection with this award and with the Act, or with any relevant agreement that provides it is to be read in conjunction with this award.
- 36.2 For the purpose of determining the entitlement of employee representatives to dispute resolution procedure training leave, an **eligible employee representative** is an employee who is a shop steward, a delegate, or an employee representative duly

elected or appointed by the employees in an enterprise or workplace generally or collectively for all or part of an enterprise or workplace for the purpose of representing those employees in the dispute resolution procedure.

- 36.3** Any written application seeking release of a duly authorised eligible employee to attend a course must include details of the type and content of the course to be attended as well as the dates upon which the course is proposed to be conducted.
- 36.4** For the purposes of this clause **ordinary pay** means the ordinary weekly rate paid to the employee exclusive of any allowances or penalty rates for travelling time, fares, shiftwork or overtime.
- 36.5** The granting of such leave will be subject to the following conditions:
- (a) the employee must have at least six months' continuous service with the employer prior to such leave being granted and be an eligible employee representative;
 - (b) unless otherwise agreed the maximum number of days of dispute resolution training leave which an employer will be required to grant each year in each establishment will be three days for each of three duly authorised eligible employee representatives;
 - (c) the granting of such leave will be subject to the convenience of the employer so that the operations of the enterprise will not be adversely affected;
 - (d) the employer will advise within seven days whether the application for this leave has been agreed or otherwise. If the request is not agreed to, the employer must state the reasons for such rejection;
 - (e) if the reasons for rejection provided by the employer are not accepted, any dispute will be resolved in accordance with the dispute resolution procedure at clause 35, of this award;
 - (f) in granting such paid leave, the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted by the employer to cover the absence of the employee. In the spirit of this arrangement it is understood that employees will co-operate to minimise additional costs;
 - (g) leave granted to attend such training courses will not incur any additional payment or alternate time off if such course coincides with an employee's rostered day off;
 - (h) such paid leave will not affect other leave granted to employees under this award; and
 - (i) on completion of the course the employee must, upon request, provide to the employer proof of their attendance at the course. Except in the case of sick leave or other authorised leave, non-attendance at a training course will result in the employee not being paid for such time.

Schedule A—Classification Definitions—Field Sector

A.1 Definitions

Cultivation/cane production career path stream means the specialised career path for employees engaged in any duties associated with the preparation of land for the growing of sugar cane, any duties associated with the planting and growing of sugar cane, and any pre and post harvesting field work duties and including the operation of, and any work in connection with the operation of, any tractor or vehicle or other mobile equipment used in connection therewith.

Cane haulage career path stream means the specialised career path for employees engaged in operating or on any duties in connection with the operation of any tractor or other vehicle used in the hauling out of harvested sugar cane to any delivery point as determined.

Cane harvesting career path stream means the specialised career path for employees engaged in operating or on any duties in connection with the operation of any sugar cane harvester.

A.2 Cultivation/cane production employees

A.2.1 Cultivation/cane production inductee/trainee (CPT)

Includes an employee:

- (a) who is engaged for a maximum of 240 consecutive hours within the first six week period from such employee's initial engagement in the industry;
- (b) regarded as a new starter with little or no cultivation/cane production skills; and
- (c) who is completing an initial phase of probationary employment and on-the-job training prior to being employed as a cultivation/cane production employee level 1,

provided that nothing must prevent the employer and employee from agreeing to a lesser induction period than six weeks.

A.2.2 Cultivation/cane production level 1 (CP1)

Includes an employee in the cultivation/cane production stream who is competent above the skills and knowledge levels of a cultivation/cane production inductee/trainee employee and is an employee able to perform the following typical tasks:

- (a) demonstrating an established work orientation, the knowledge, skills and capacity to perform proceduralised tasks under general supervision and more complex tasks involving the use of theoretical knowledge and motor skills;
- (b) working with little supervision for routine tasks;
- (c) operating, servicing, maintaining and carrying out minor repairs to agricultural equipment;

- (d) operating, servicing and maintaining any tractor, truck or vehicle; and
- (e) performing agricultural tasks such as land preparation, planting, irrigating, drainage, recognition of pest and diseases and correct application and use of chemicals and fertilizers.

A.2.3 Cultivation/cane production level 2 (CP2)

Includes an employee in the cultivation/cane production stream who is competent above the skills and knowledge levels of a cultivation/cane production employee level 1, and is an employee able to perform the following typical tasks:

- (a) demonstrating an established work orientation, the knowledge, skills and capacity for self-directed application including the selection and use of appropriate techniques and equipment and the performance of complex tasks involving the use of applied theoretical knowledge and motor skills;
- (b) working under general supervision;
- (c) supervising other cultivation/cane production employees;
- (d) keeping records;
- (e) servicing, maintaining, significant repairing and setting up all cultivation/cane production equipment;
- (f) operating, servicing and maintaining any tractor, truck or vehicle;
- (g) carrying out workshop skills including engineering repairs, competent welding, oxy cutting and grinding;
- (h) selecting and applying pest and disease control measures including chemicals and fertilizers; and
- (i) deciding and performing agricultural tasks such as land preparation, planting, irrigating and drainage.

A.3 Cane haulage employees

A.3.1 Cane haulage inductee/trainee (CHAUT)

Includes an employee:

- (a) who is engaged for a maximum of 160 consecutive hours within the first four week period from such employee's initial engagement in the industry;
- (b) regarded as a new starter with little or no cane haulage skills; and
- (c) who is completing an initial phase of probationary employment and on-the-job training prior to being employed as a cane haulage employee grade 1,

provided that nothing must prevent the employer and employee from agreeing to a lesser induction period than four weeks.

A.3.2 Cane haulage 1 (CHAU1)

Includes an employee who is competent above the skills and knowledge levels of a cane haulage employee inductee/trainee, and is an employee able to perform the following typical tasks:

- (a) demonstrating an established work orientation, the knowledge, skills and capacity to perform proceduralised tasks under general supervision and more complex tasks involving the use of theoretical knowledge and motor skills;
- (b) working under general supervision;
- (c) operating vehicles hauling cane; and
- (d) servicing, maintaining, minor repairing, adjusting cane haulage vehicles and equipment, and under supervision, cane harvesters.

A.3.3 Cane haulage 2 (CHAU2)

Includes an employee who is competent above the skills and knowledge levels of a cane haulage employee level 1, and is an employee able to perform the following typical tasks:

- (a) demonstrating an established work orientation, the knowledge, skills and capacity for self-directed application including the selection and use of appropriate techniques and equipment and the performance of complex tasks involving the use of applied theoretical knowledge and motor skills;
- (b) working without supervision;
- (c) operating vehicles hauling cane including operating road transport prime movers and trailers with carrying capacity in excess of 53 tonnes gross vehicle mass;
- (d) servicing, maintaining, significant repairing, adjusting and setting up cane haulage vehicles and equipment and under general supervision, cane harvesters; and
- (e) carrying out significant workshop skills including engineering repairs, competent welding, oxy cutting and grinding.

A.4 Cane harvesting employees

A.4.1 Cane harvesting inductee/trainee (CHART)

Includes an employee:

- (a) who is engaged for a maximum of 160 consecutive hours within the first four week period from such employee's initial engagement in the industry as a cane harvesting inductee/trainee;
- (b) who has worked at the level of either a cultivation/cane production employee level 1 or a cane haulage employee level 1; and
- (c) who is completing an initial phase of probationary employment and on-the-job training prior to being employed as a cane harvesting employee level 1,

provided that nothing must prevent the employer and employee from agreeing to a lesser induction period than four weeks.

A.4.2 Cane harvesting 1 (CHAR1)

Includes an employee in the cane harvesting stream who is competent above the skills and knowledge levels of a cane haulage stream employee and a cane harvesting employee inductee/trainee and is able to perform the following typical tasks:

- (a) demonstrating an established work orientation, the knowledge, skills and capacity for self-directed application including the selection and use of appropriate techniques and equipment and the performance of complex tasks involving the use of applied theoretical knowledge and motor skills;
- (b) working without supervision;
- (c) supervising and training cane haulage stream employees and cane harvesting inductees/trainees, and working in co-operation with cane cultivation/production employees;
- (d) keeping records;
- (e) servicing, maintaining, significant repairing and setting up cane harvesters and hauling vehicles including ancillary harvesting equipment;
- (f) operating any cane harvester, tractor, truck or vehicle;
- (g) carrying out significant workshop skills including engineering repairs, competent welding, oxy cutting and grinding; and
- (h) exercising soil, land and crop care in the cane harvesting and cane hauling process.

A.4.3 Cane harvesting 2 (CHAR2)

Includes an employee in the cane harvesting stream who is competent above the skills and knowledge levels of a cane haulage stream employee, and a cane harvesting employee level 1, and is an employee able to perform the following typical tasks:

- (a) demonstrating a highly developed knowledge, skills and capacity for self-directed application including the selection and use of appropriate techniques and equipment and the performance of complex tasks involving the use of applied theoretical knowledge and motor skills;
- (b) working with self direction;
- (c) directing, supervising and training cane harvesting stream employees, cane haulage stream employees and where relevant, cultivation/cane production stream employees;
- (d) analysing records;
- (e) servicing, maintaining, major repairing and overhauling, and setting up, all harvesting and hauling vehicles and ancillary equipment;
- (f) operating any cane harvester, tractor, truck or vehicles;

- (g) carrying out major workshop skills including engineering repairs, overhauling, modifying, manufacturing, designing and advanced welding, oxy cutting and grinding; and
- (h) directing, supervising and exercising soil, land and crop care in the cane harvesting and hauling process.

A.5 Cane testing employees

A.5.1 Cane testing 1 (CT1)

An employee appointed by the employer to carry out established cane testing requirements in accordance with the operational requirements of the employer; completes procedural tasks under general supervision; more complex tasks needing theory and more motor skills are completed under direct supervision.

(a) Typical tasks would include, for example:

- (i) the analysis of juice for payment or audit purposes;
- (ii) the determination of fibre in cane;
- (iii) the supervision of the sampling system; and
- (iv) checking the cane weighbridge for zero error and range.

(b) Performance/Capacity

Capacity to perform and acquire knowledge of work requirements in accordance with the operational requirements and instructions of the employer.

(c) Qualifications

Certificate in Laboratory Chemistry (Sugar) or an equivalent certificate as recognised by the employer.

A.5.2 Cane testing 2 (CT2)

An employee appointed by the employer to carry out established cane testing requirements in accordance with the operational requirements of the employer; demonstrated capacity for self directed application; selects and uses appropriate techniques and equipment. Requires discretion and judgment in selection of equipment, work organisation, services, actions and achieving outcomes within time constraints. May supervise a level 1 cane tester in accordance with operational requirements.

(a) Typical tasks would include, for example:

- (i) the analysis of juice for payment or audit purposes;
- (ii) the determination of fibre in cane;
- (iii) the supervision of the sampling system; and
- (iv) checking the cane weighbridge for zero error and range.

(b) Performance/Capacity

Has knowledge of and demonstrated performance of work requirements in accordance with the operational requirements and instructions of the employer.

(c) Qualifications

Certificate in Laboratory Chemistry (Sugar) or equivalent and further training relevant to the *Cane Testers Technical Handbook* in the area of laboratory organisation and cane testing commensurate with the skills, knowledge, autonomy and responsibility of a cane tester at level 2 or the recognition of similar skills resulting from prior learning, recognised and accepted by the employer.

A.5.3 Cane testing 3 (CT3)

An employee appointed by the employer to carry out established cane testing requirements in accordance with the operational requirements of the employer; demonstrated capacity for self directed application of theory and motor skills, plus may involve responsibility for and limited organisation of the work of others. May be required to supervise level 1 or 2 cane testers in accordance with operational requirements. This level is recognised as the 100% relativity level in line with this award.

(a) Typical tasks would include, for example:

- (i)** the analysis of juice for payment or audit purposes;
- (ii)** the determination of fibre in cane;
- (iii)** the supervision of the sampling system;
- (iv)** checking the cane weighbridge for zero error and range;
- (v)** supervising entry of fibre values for payment purposes;
- (vi)** checking farmers payments slips; and
- (vii)** checking allocation of CCS for delayed cane and missed samples.

(b) Performance/Capacity

Has knowledge of and well demonstrated performance of work requirements in accordance with the operational requirements and instructions of the employer.

(c) Qualifications

Certificate in Laboratory Chemistry (Sugar) or equivalent and further training relevant to the *Cane Testers Technical Handbook* in the area of higher computing skills, data analysis and advanced cane testing procedures commensurate with the skills, knowledge, autonomy and responsibility of a cane tester at level 3 or the recognition of such skills resulting from prior learning, recognised and accepted by the employer.

A.5.4 Cane testing 4 (CT4)

An employee appointed by the employer to carry out established cane testing requirements in accordance with the operational requirements of the employer; makes autonomous use of a high degree of the theory of applied knowledge; may

require highly developed motor skills; may undertake significant creative planning, designing or supervisory functions related to products, services, operations or processes and the output of others; will have the capacity to supervise levels 1, 2 and 3 cane testers.

(a) Typical tasks would include, for example:

- (i) the analysis of juice for payment or audit purposes;
- (ii) the determination of fibre in cane;
- (iii) the supervision of the sampling system;
- (iv) checking the cane weighbridge for zero error and range;
- (v) supervising entry of fibre values for payment purposes;
- (vi) checking farmers payments slips;
- (vii) checking allocation of CCS for delayed cane and missed samples;
- (viii) liaison with mill management, district canegrowers representatives and farmers regarding weighing, sampling, analysis and allocation of CCS;
- (ix) preparing administrative documents and reporting to the employer; and
- (x) supervision, training and assessment of staff.

(b) **Performance/Capacity**

Has detailed knowledge of and well demonstrated performance of work requirements in accordance with the operational requirements and instructions of the employer.

(c) **Qualifications**

Cane tester level 3 qualifications or equivalent, and further training relevant to the *Cane Testers Technical Handbook* in the area of advanced computing skills, data analysis, supervision, administration and performance appraisal skills commensurate with the skills, knowledge, autonomy and responsibility of a cane testing level 4 or the recognition of skills resulting from prior learning, recognised and accepted by the employer.

Schedule B—Classification Definitions—Milling, Distillery, Refinery and Maintenance

B.1 Milling employees

B.1.1 Milling general operator—level 2 (C14)

- (a) An employee at this level is required to:
- (i) work under supervision;
 - (ii) exercise decision making/responsibility within their level of skill and training;
 - (iii) demonstrate awareness of general quality control standards in particular responsibility for their own work and advise of quality control problems where identified;
 - (iv) assist with on-the-job training;
 - (v) service and adjust equipment according to their level of skill and training and advise of any additional maintenance required;
 - (vi) demonstrate general housekeeping skills; and
 - (vii) demonstrate ability to use common language skills to engage in communication and to read and understand written and oral instructions plus prepare records that convey information accurately and concisely.
- (b) Indicative classifications would include, for example:
- (i) General mill worker
 - (ii) Bagasse loftperson
 - (iii) Bagasse reclaimer operator
 - (iv) Carrier hand
 - (v) Greaser
 - (vi) Locomotive driver's assistant
 - (vii) Tram construction and maintenance worker
 - (viii) Watchperson
 - (ix) Bulk sugar loader
 - (x) Malcolm Moore driver's assistant
 - (xi) Form setter's assistant

B.1.2 Production, transport and services operator—level 3 (C13)

- (a) An employee appointed to this level must perform work above and beyond the skills at level 2, and must have obtained proficiency and where required

certification or qualification necessary to perform work at this level. An employee at this level is required to:

- (i) work under supervision;
 - (ii) exercise decision making/responsibility within their level of skill and training;
 - (iii) demonstrate awareness of general quality control standards, in particular responsibility for their own work and advise of quality control problems where identified;
 - (iv) provide on-the-job training as required;
 - (v) service and adjust equipment according to their level of skill and training, and advise of any additional maintenance required;
 - (vi) demonstrate general housekeeping skills; and
 - (vii) demonstrate ability to use common language skills to engage in communication and to read and understand written and oral communications plus prepare records that convey information accurately and concisely.
- (b) Indicative classifications would include, for example:
- (i) Sugar boiler's assistant
 - (ii) Fireperson in mills
 - (iii) Low grade fugal operator
 - (iv) Diffuser attendant
 - (v) Truck driver other than articulated
 - (vi) Dogperson and slingers
 - (vii) Storekeeper
 - (viii) Driver of tractors hauling full and empty cane trucks to and from the carrier
 - (ix) Driver of tractors not otherwise specified herein
 - (x) Plasser KMX assistant
 - (xi) Assistant bridge carpenter

B.1.3 Production, transport and services operator—level 4 (C12)

- (a) An employee appointed to this level must perform work above and beyond the skills at level 3, and must have obtained proficiency and where required certification or qualification necessary to perform work at this level. An employee at this level is required to:
- (i) work under supervision and may supervise other employees;

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- (ii) exercise decision making/responsibility within their level of skill and training;
 - (iii) demonstrate awareness of general quality control standards, in particular responsibility for their own work, advise of quality control problems where identified and in addition may carry out quality control checks on work performed by other employees;
 - (iv) provide on-the-job training as required;
 - (v) service, adjust and install equipment according to their level of skill and training and advise of any additional maintenance required;
 - (vi) demonstrate general housekeeping skills; and
 - (vii) demonstrate ability to use common language skills to engage in communication and to read and understand written and oral instructions plus prepare records that convey information accurately and concisely and able to effectively communicate instructions to other employees and may be required to interpret technical data and prepare written reports.
- (b) Indicative classifications would include, for example:
- (i) Effet operator
 - (ii) Articulated vehicle driver
 - (iii) Ferry operator
 - (iv) High grade fugal operator
 - (v) Malcolm Moore operator
 - (vi) Mobile cranes
 - (vii) Operators of other tamping machines
 - (viii) Simplex operator
 - (ix) Splicers to gear riggers and or licensed scaffolder
 - (x) Head storeperson
 - (xi) Sugar mill chemist
 - (xii) Weighbridge clerk
 - (xiii) Forklift operators
 - (xiv) Backhoe operators
 - (xv) Bulldozer operator up to and including D4 capacity
 - (xvi) Front end loader/mobile shovel operators
 - (xvii) Toft loader operator
 - (xviii) Engine drivers in mills

B.1.4 Production, transport and services operator—level 5 (C11)

- (a) An employee appointed to this level must perform work above and beyond the skills at level 4, and must have obtained proficiency and where required certification or qualification necessary to perform work at this level. An employee at this level is required to:
- (i) work under supervision and may supervise other employees;
 - (ii) exercise discretion and decision making/responsibility within their level of skill and training;
 - (iii) demonstrate knowledge of quality control standards and procedures and is responsible for the quality of their own work and may carry out quality checks on other employees;
 - (iv) provide on-the-job training;
 - (v) service, adjust and install equipment according to their level of skill and training and advise of any additional maintenance required;
 - (vi) demonstrate general housekeeping skills; and
 - (vii) demonstrate ability to use common language skills to engage in communication and to read and understand written and oral instructions plus prepare records that convey information accurately and concisely and able to effectively communicate instructions to their employees and may be required to interpret technical data and prepare written reports.
- (b) Indicative classifications would include, for example:
- (i) Loco driver—single/double header
 - (ii) Fugal operator—high and low grade
 - (iii) Chemist
 - (iv) Plasser KMX 12 operator
 - (v) Mobile crane operator
 - (vi) Overhead cabin crane operator
 - (vii) Combined effect operator
 - (viii) Engine drivers in mills

B.1.5 Production, services, transport operator—level 6 (C10)

- (a) An employee appointed to this level must perform work above and beyond the skills at level 5, and must have obtained proficiency and where required certification or qualification necessary to perform work at this level. An employee at this level is required to:
- (i) work under supervision and may supervise other employees;
 - (ii) exercise discretion and decision making/responsibility within their level of skill and training;

- (iii) demonstrate knowledge of quality control standards and procedures and is responsible for the quality of their own work and may carry out quality checks on other employees;
 - (iv) provide on-the-job training and may assist in assessing employees undertaking a structured training programme;
 - (v) service, adjust and install equipment according to their level of skill and training and advise of any additional maintenance required;
 - (vi) demonstrate general housekeeping skills; and
 - (vii) demonstrate the ability to use common language skills to engage in communication and to read and understand written and oral instructions, prepare records that convey information accurately, able to effectively communicate instructions to other employees and interpret technical data/drawings and may be required to prepare written reports/sketches.
- (b) Indicative classifications would include, for example:
- (i) Engine driver in mills—first class
 - (ii) Watertender in charge of boiler stations
 - (iii) Sugar boiler
 - (iv) Chemist
 - (v) Loco driver—slave
 - (vi) Traffic officer
 - (vii) Bridge carpenter
 - (viii) Mobile crane operator

B.1.6 Production, services and transport operator—level 7 (C9)

- (a) An employee appointed to this level must perform work above and beyond the skills at level 6, and must have obtained proficiency and where required certification or qualification necessary to perform work at this level. An employee at this level is required to:
- (i) work under supervision and may supervise other employees;
 - (ii) exercise discretion and decision making/responsibility within their level of skill and training;
 - (iii) demonstrate knowledge of quality control standards and procedures and is responsible for the quality of their own work and may carry out quality checks on other employees;
 - (iv) provide on-the-job training and may assist in assessing employees undertaking a structured training programme;
 - (v) service, adjust and install equipment according to their level of skill and training and advise of any additional maintenance required;

- (vi) demonstrate general housekeeping skills; and
 - (vii) demonstrate ability to use common language skills to engage in communication and to read and understand written and oral instructions, prepare records that convey information accurately, able to communicate instructions to other employees, interpret technical data and prepare written reports.
- (b) Indicative classifications would include, for example:
- (i) Traffic officer
 - (ii) Foreman bridge carpenter
 - (iii) Water tender in charge of station and milling train or power station
 - (iv) Water tender in charge of boiler station with steam generating capacity of 1 million pounds per hour (454,545 kg/hr) or over

B.1.7 Production, services and transport operator—level 8 (C8)

- (a) An employee appointed to this level must perform work above and beyond the skills at level 7, and must have obtained proficiency and where required certification or qualification necessary to perform work at this level. An employee at this level is required to:
- (i) work under supervision and may supervise other employees;
 - (ii) exercise broad discretion and decision making/responsibility within their level of skill and training;
 - (iii) demonstrate knowledge of quality control standards and procedures and be responsible for the quality of their own work and may carry out quality checks on other employees;
 - (iv) provide on-the-job training and may assist in assessing employees undertaking a structured training programme;
 - (v) service, adjust and install equipment according to their level of skill and training and advise of any additional maintenance required;
 - (vi) demonstrate general housekeeping skills; and
 - (vii) demonstrate ability to use common language skills to engage in communication and to read and understand written and oral instructions, prepare records that convey information accurately, able to communicate instructions to other employees, interpret technical data and prepare written reports.
- (b) Indicative classifications would include, for example:
- (i) Operator in charge of milling train, power house and boiler station

B.1.8 Production, services and transport operator—level 9 (C7)

- (a) An employee appointed to this level must perform work above and beyond the skills at level 8, and must have obtained proficiency and where required

certification or qualification necessary to perform work at this level. An employee at this level is required to:

- (i) work under supervision and may supervise other employees;
- (ii) exercise broad discretion and decision making/responsibility within their level of skill and training;
- (iii) participate in the development and implementation of quality control standards and procedures and be responsible for the quality of their own work and carries out quality control checks on all work stations;
- (iv) provide on-the-job training and may assist in assessing employees undertaking a structured training programme;
- (v) service, adjust and install equipment according to their level of skill and training and advise of any additional maintenance required;
- (vi) demonstrate general housekeeping skills; and
- (vii) demonstrate ability to use common language skills to engage in communication and to read and understand written and oral instructions, prepare records that convey information accurately, able to communicate instructions to other employees. Interpret technical data and prepare written reports and have a high level of written and oral communication commensurate with this position.

(b) Indicative classifications would include, for example:

- (i) Shift supervisor

B.2 Distillery employees

B.2.1 Distilling and services operator—level 2 (C14)

An employee at this level is required to:

- (a) work under supervision;
- (b) exercise decision making/responsibility within their level of skill and training;
- (c) demonstrate awareness of general quality control standards in particular responsibility for their own work and advise of quality control problems where identified;
- (d) assist with on-the-job training;
- (e) service and adjust equipment according to their level of skill and training and advise of any additional maintenance required;
- (f) demonstrate general housekeeping skills; and
- (g) demonstrate ability to use common language skills to engage in communication and to read and understand written and oral instructions plus prepare records that convey information accurately and concisely.

B.2.2 Distilling and services operator—level 3 (C13)

An employee appointed to this level must perform work above and beyond the skills at level 2, and must have obtained proficiency and where required certification or qualification necessary to perform work at this level. An employee at this level is required to:

- (a) work under supervision;
- (b) exercise decision making/responsibility within their level of skill and training;
- (c) demonstrate awareness of general quality control standards, in particular responsibility for their own work and advise of quality control problems where identified;
- (d) provide with on-the-job training as required;
- (e) service and adjust equipment according to their level of skill and training, and advise of any additional maintenance required;
- (f) demonstrate general housekeeping skills; and
- (g) demonstrate ability to use common language skills to engage in communication and to read and understand written and oral communications plus prepare records that convey information accurately and concisely.

B.2.3 Distilling and services operator—level 4 (C12)

An employee appointed to this level must perform work above and beyond the skills at level 3, and must have obtained proficiency and where required certification or qualification necessary to perform work at this level. An employee at this level is required to:

- (a) work under supervision and may supervise other employees;
- (b) exercise decision making/responsibility within their level of skill and training;
- (c) demonstrate awareness of general quality control standards, in particular responsibility for their own work, advise of quality control problems where identified and in addition may carry out quality control checks on work performed by other employees;
- (d) provide on-the-job training as required;
- (e) service, adjust and install equipment according to their level of skill and training, and advise of any additional maintenance required;
- (f) demonstrate general housekeeping skills; and
- (g) demonstrate ability to use common language skills to engage in communication and to read and understand written and oral instructions plus prepare records that convey information accurately and concisely, able to effectively communicate instructions to other employees and may be required to interpret technical data and prepare written reports.

B.2.4 Distilling and services operator—level 5 (C11)

An employee appointed to this level must perform work above and beyond the skills at level 4, and must have obtained proficiency and where required certification or

qualification necessary to perform work at this level. An employee at this level is required to:

- (a) work under supervision and may supervise other employees;
- (b) exercise discretion and decision making/responsibility within their level of skill and training;
- (c) demonstrate knowledge of quality control standards and procedures and is responsible for the quality of their own work and may carry out quality checks on other employees;
- (d) provide on-the-job training;
- (e) service, adjust and install equipment according to their level of skill and training, and advise of any additional maintenance required;
- (f) demonstrate general housekeeping skills; and
- (g) demonstrate ability to use common language skills to engage in communication and to read and understand written and oral instructions plus prepare records that convey information accurately and concisely, able to effectively communicate instructions to their employees and may be required to interpret technical data and prepare written reports.

B.2.5 Distilling and services operator—level 6 (C10)

An employee appointed to this level must perform work above and beyond the skills at level 5, and must have obtained proficiency and where required certification or qualification necessary to perform work at this level. An employee at this level is required to:

- (a) work under supervision and may supervise other employees;
- (b) exercise discretion and decision making/responsibility within their level of skill and training;
- (c) demonstrate knowledge of quality control standards and procedures and is responsible for the quality of their own work and may carry out quality checks on other employees;
- (d) provide on-the-job training and may assist in assessing employees undertaking a structured training program;
- (e) service, adjust and install equipment according to their level of skill and training and advise of any additional maintenance required;
- (f) demonstrate general housekeeping skills; and
- (g) the ability to use common language skills to engage in communication and to read and understand written and oral instructions, prepare records that convey information accurately, able to effectively communicate instructions to other employees and interpret technical data/drawings and may be required to prepare written reports/sketches.

B.2.6 Distillery and services operator—level 7 (C9)

An employee appointed to this level must perform work above and beyond the skills at level 6, and must have obtained proficiency and where required certification or qualification necessary to perform work at this level. An employee at this level is required to:

- (a) work under supervision and may supervise other employees;
- (b) exercise discretion and decision making/responsibility within their level of skill and training;
- (c) demonstrate knowledge of quality control standards and procedures and is responsible for the quality of their own work and may carry out quality checks on other employees;
- (d) provide on-the-job training and may assist in assessing employees undertaking a structured training program;
- (e) service, adjust and install equipment according to their level of skill and training and advise of any additional maintenance required;
- (f) demonstrate general housekeeping skills; and
- (g) demonstrate ability to use common language skills to engage in communication and to read and understand written and oral instructions, prepare records that convey information accurately, able to communicate instructions to other employees, interpret technical data and prepare written reports.

B.2.7 Distilling and services operator—level 8 (C8)

An employee appointed to this level must perform work above and beyond the skills at level 7, and must have obtained proficiency and where required certification or qualification necessary to perform work at this level. An employee at this level is required to:

- (a) work under supervision and may supervise other employees;
- (b) exercise broad discretion and decision making/responsibility within their level of skill and training;
- (c) demonstrate knowledge of quality control standards and procedures and be responsible for the quality of their own work and may carry out quality checks on other employees;
- (d) provide the on-the-job training and may assist in assessing employees undertaking a structured training program;
- (e) service, adjust and install equipment according to their level of skill and training and advise of any additional maintenance required;
- (f) demonstrate general housekeeping skills; and
- (g) demonstrate ability to use common language skills to engage in communication and to read and understand written and oral instructions, prepared records that convey information accurately, able to communicate instructions to other employees, interpret technical data and prepare written reports.

B.2.8 Distilling and services operator—level 9 (C7)

An employee appointed to this level must perform work above and beyond the skills at level 8, and must have obtained proficiency and where required certification or qualification necessary to perform work at this level. An employee at this level is required to:

- (a) work under supervision and may supervise other employees;
- (b) exercise broad discretion and decision making/responsibility within their level of skill and training.
- (c) participate in the development and implementation of quality control standards and procedures and be responsible for the quality of their own work and carries out quality control checks on all work stations;
- (d) provide the on-the-job training and may assist in assessing employees undertaking a structured training program;
- (e) service, adjust and install equipment according to their level of skill and training and advise of any additional maintenance required;
- (f) demonstrate general housekeeping skills; and
- (g) demonstrate ability to use common language skills to engage in communication and to read and understand written and oral instructions, prepare records that convey information accurately, able to communicate instructions to other employees, interpret technical data and prepare written reports and have a high level of written and oral communication commensurate with this position.

B.3 Refinery employees

B.3.1 Refinery operator—level 2 (C14)

An employee at this level is required to:

- (a) work under supervision;
- (b) exercise decision making/responsibility within their level of skill and training;
- (c) demonstrate awareness of general quality control standards with particular responsibility for their own work and advise of quality control problems where identified;
- (d) assist with on-the-job training;
- (e) service and adjust equipment according to their level of skill and training and advise of any additional maintenance required;
- (f) demonstrate general housekeeping skills; and
- (g) demonstrate ability to use common language skills to engage in communication and to read and understand written and oral instructions plus prepare records that convey information accurately and concisely.

B.3.2 Refinery operator—level 3 (C13)

An employee appointed to this level must perform work above and beyond the skills at level 2, and must have obtained proficiency and where required certification or qualification necessary to perform work at this level. An employee at this level is required to:

- (a) work under supervision;
- (b) exercise decision making/responsibility within their level of skill and training;
- (c) demonstrate awareness of general quality control standards with particular responsibility for their own work and advise of quality control problems where identified;
- (d) provide on-the-job training as required;
- (e) service and adjust equipment according to their level of skill and training, and advise of any additional maintenance required;
- (f) demonstrate general housekeeping skills; and
- (g) demonstrate ability to use common language skills to engage in communication and to read and understand written and oral communications plus prepare records that convey information accurately and concisely.

B.3.3 Refinery operator—level 4 (C12)

An employee appointed to this level must perform work above and beyond the skills at level 3, and must have obtained proficiency and where required certification or qualification necessary to perform work at this level. An employee at this level is required to:

- (a) work under supervision and may supervise other employees;
- (b) exercise decision making/responsibility within their level of skill and training;
- (c) demonstrate awareness of general quality control standards with particular responsibility for their own work, advise of quality control problems where identified and in addition may carry out quality control checks on work performed by other employees;
- (d) provide on-the-job training as required;
- (e) service, adjust and install equipment according to their level of skill and training, and advise of any additional maintenance required;
- (f) demonstrate general housekeeping skills; and
- (g) demonstrate ability to use common language skills to engage in communication and to read and understand written and oral instructions plus prepare records that convey information accurately and concisely and able to effectively communicate instructions to other employees and may be required to interpret technical data and prepare written reports.

B.3.4 Refinery operator—level 5 (C11)

An employee appointed to this level must perform work above and beyond the skills at level 4, and must have obtained proficiency and where required certification or

qualification necessary to perform work at this level. An employee at this level is required to:

- (a) work under supervision and may supervise other employees;
- (b) exercise discretion and decision making/responsibility within their level of skill and training;
- (c) demonstrate awareness of general quality control standards and procedures and is responsible for the quality of their own work and may carry out quality checks on other employees;
- (d) provide on-the-job training as required;
- (e) service, adjust and install equipment according to their level of skill and training, and advise of any additional maintenance required;
- (f) demonstrate general housekeeping skills; and
- (g) demonstrate ability to use common language skills to engage in communication and to read and understand written and oral communications plus prepare records that convey information accurately and concisely and able to effectively communicate instructions to their employees and may be required to interpret technical data and prepare written reports.

B.3.5 Refinery operator—level 6 (C10)

An employee appointed to this level must perform work above and beyond the skills at level 5, and must have obtained proficiency and where required certification or qualification necessary to perform work at this level. An employee at this level is required to:

- (a) work under supervision and may supervise other employees;
- (b) exercise discretion and decision making/responsibility within their level of skill and training;
- (c) demonstrate knowledge of quality control standards and procedures and is responsible for the quality of their own work and may carry out quality checks on other employees;
- (d) provide on-the-job training and may assist in assessing employees undertaking a structured training programme;
- (e) service, adjust and install equipment according to their level of skill and training and advise of any additional maintenance required;
- (f) demonstrate general housekeeping skills; and
- (g) the ability to use common language skills to engage in communication and to read and understand written and oral instructions, prepare records that convey information accurately, able to effectively communicate instructions to other employees and interpret technical data/drawings and may be required to prepare written reports/sketches.

B.3.6 Refinery operator—level 7 (C9)

An employee appointed to this level must perform work above and beyond the skills at level 6, and must have obtained proficiency and where required certification or qualification necessary to perform work at this level. An employee at this level is required to:

- (a) work under supervision and may supervise other employees;
- (b) exercise discretion and decision making/responsibility within their level of skill and training;
- (c) demonstrate knowledge of quality control standards and procedures and is responsible for the quality of their own work and may carry out quality checks on other employees;
- (d) provide on-the-job training and may assist in assessing employees undertaking a structured training programme;
- (e) service, adjust and install equipment according to their level of skill and training and advise of any additional maintenance required;
- (f) demonstrate general housekeeping skills; and
- (g) demonstrate ability to use common language skills to engage in communication and to read and understand written and oral instructions, prepare records that convey information accurately, able to effectively communicate instructions to other employees and interpret technical data/drawings and may be required to prepare written reports/sketches.

B.3.7 Refinery operator—level 8 (C8)

An employee appointed to this level must perform work above and beyond the skills at level 7, and must have obtained proficiency and where required certification or qualification necessary to perform work at this level. An employee at this level is required to:

- (a) work under supervision and may supervise other employees;
- (b) exercise broad discretion and decision making/responsibility within their level of skill and training;
- (c) demonstrate knowledge of quality control standards and procedures and is responsible for the quality of their own work and may carry out quality checks on other employees;
- (d) provide on-the-job training and may assist in assessing employees undertaking a structured training programme;
- (e) service, adjust and install equipment according to their level of skill and training and advise of any additional maintenance required;
- (f) demonstrate general housekeeping skills; and
- (g) demonstrate ability to use common language skills to engage in communication and to read and understand written and oral instructions, prepare records that convey information accurately, able to communicate instructions to other employees and interpret technical data and prepare written reports.

B.4 Maintenance classification structure and definitions

The classification structure and definitions set out in clauses B.4.1 to B.4.10 apply to employees covered by this award, undertaking maintenance functions.

B.4.1 Supervisor/trainer/coordinator

(a) Supervisor/Trainer/Coordinator—Level I

A Supervisor/Trainer/Coordinator—Level I is an employee who is responsible for the work of other employees and/or provision of structured on-the-job training. Such an employee has completed a qualification at AQF III level or above, of which at least one third of the competencies are related to supervision/training, or equivalent.

Notwithstanding the above definition an employee who is mainly engaged to perform work supervising or coordinating the work of other employees and who has sufficient additional training beyond that of those coordinated or supervised so as to enable the employee to perform work within the scope of this level must be classified at this level.

(b) Supervisor/Trainer/Coordinator—Level II

A Supervisor/Trainer/Coordinator—Level II is an employee who is responsible for the supervision and/or training of Supervisor/Trainers/ Coordinators—Level I. Such an employee has completed an AQF IV or V qualification or equivalent of which at least 50% of the competencies are in supervision/training.

(c) Supervisor/Trainer/Coordinator—Technical

A Supervisor/Trainer/Coordinator—Technical is an employee who is responsible primarily for the exercise of skills in the technical field up to the level of their skill and competence and who is responsible for the supervision and/or training of other technical field employees. Such an employee has completed an AQF IV qualification or equivalent of which at least 40% of the competencies are in supervision/training.

B.4.2 Wage Group: C14

(a) Engineering/production employee level I

(i) An engineering/production employee level I is an employee who is undertaking up to 38 hours induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, ~~occupational work~~ health and safety, equal employment opportunity and quality control/assurance.

(ii) An employee at this level performs routine duties essentially of a manual nature and to the level of their training including:

- performs general labouring and cleaning duties;
- exercises minimal judgment;

- works under direct supervision; and
- is undertaking structured training so as to enable them to work at the C13 level.

B.4.3 Wage Group: C13

(a) Engineering/production employee level II

- (i) An engineering/production employee level II is an employee who has completed up to three months structured training so as to enable the employee to perform work within the scope of this level.
- (ii) An employee at this level performs work above and beyond the skills of an employee at the C14 level and to the level of their skills, competence and training including:
 - works in accordance with standard operating procedures and established criteria;
 - works under direct supervision either individually or in a team environment;
 - understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;
 - understands and utilises basic statistical process control procedures; and
 - follows safe work practices and can report workplace hazards.

B.4.4 Wage Group: C12

(a) Engineering/production employee level III

- (i) An engineering/production employee level III is an employee who has completed an Engineering Production Certificate I or Certificate II in Engineering or equivalent so as to enable the employee to perform work within the scope of this level.
- (ii) An employee at this level performs work above and beyond the skills of an employee at the C13 level and to the level of their skills, competence and training including:
 - is responsible for the quality of their own work subject to routine supervision;
 - works under routine supervision either individually or in a team environment;
 - exercises discretion within their level of skills and training;
 - assists in the provision of on-the-job training.

B.4.5 Wage Group: C11

(a) Engineering/production employee level IV

- (i) An engineering/production employee level IV is an employee who has completed an Engineering Production Certificate II or Certificate II in Engineering Production Technology or equivalent so as to enable the employee to perform work within the scope of this level.
- (ii) An employee at this level performs work above and beyond the skills of an employee at the C12 level and to the level of their skills, competence and training including:
 - works from complex instructions and procedures;
 - assists in the provision of on-the-job training;
 - co-ordinates work in a team environment or works individually under general supervision; and
 - is responsible for assuring the quality of their own work.

B.4.6 Wage Group: C10

(a) Engineering tradesperson level I

- (i) An engineering tradesperson level I is an employee who holds a trade certificate or tradespersons rights certificate or equivalent as an:
 - Engineering tradesperson (electrical/electronic) level I;
 - Engineering tradesperson (mechanical) level I;
 - Engineering tradesperson (fabrication) level I;
 - Building tradesperson;and is able to exercise the skills and knowledge of the engineering trade so as to enable the employee to perform work within the scope of this level.
- (ii) An engineering tradesperson level I works above and beyond an employee at the C11 level and to the level of their skills, competence and training:
 - understands and applies quality control techniques;
 - exercises good interpersonal and communications skills;
 - exercises keyboard skills at a level higher than the C11 level;
 - exercises discretion within the scope of this classification level;
 - performs work under limited supervision either individually or in a team environment;
 - operates lifting equipment incidental to their work;
 - performs non-trade tasks incidental to their work;
 - performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and

facilitates the completion of the whole task, provided that such incidental or peripheral work does not require additional formal technical training; and

- inspects products and/or materials for conformity with established operational standards.

(b) Production systems employee

- (i) A production systems employee is an employee who, while still being primarily engaged in engineering/production work applies the skills acquired through the successful completion of an Engineering Production Certificate III or Certificate III in Engineering—Production Systems or equivalent in the production, distribution, or stores functions so as to enable the employee to perform work within the scope of this level.
- (ii) A production systems employee works above and beyond an employee at the C11 level and to the level of their skills, competence and training including:
- understands and applies quality control techniques;
 - exercises good interpersonal communications skills;
 - exercises discretion within the scope of this classification level;
 - exercise keyboard skills at a level higher than the C11 level;
 - performs work under limited supervision either individually or in a team environment; and
 - inspects products and/or materials for conformity with established operational standards.

B.4.7 Wage Group: C9

(a) Engineering tradesperson level II

- (i) An engineering tradesperson level II is an:
- Engineering tradesperson (electrical/electronic) level II; or
 - Engineering tradesperson (mechanical) level II; or
 - Engineering tradesperson (fabrication) level II;
- who has completed the minimum training requirements.
- (ii) An engineering tradesperson level II works above and beyond a tradesperson at the C10 level and to the level of their skills, competence and training and performs work within the scope of this level including:
- exercises discretion within the scope of this classification;
 - works under limited supervision either individually or in a team environment;
 - understands and implements quality control techniques;

- provides trade guidance and assistance as part of a work team;
- operates lifting equipment incidental to their work; and
- performs non-trade tasks incidental to their work.

(b) Engineering technician level I

- (i) An engineering technician level I is an employee who has the equivalent level of training of the C9 level engineering tradesperson or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the engineering technician level I are in the technical field including draughting, planning or technical tasks requiring technical knowledge.
- (ii) At this level the employee is engaged on routine tasks in the technical field.

B.4.8 Wage Group: C8

(a) Engineering tradesperson special class level I

- (i) An engineering tradesperson special class level I means a:
- Special class engineering tradesperson (electrical/electronic) level I; or
 - Special class engineering tradesperson (mechanical) level I; or
 - Special class engineering tradesperson (fabrication) level I;
- who has completed the minimum training requirements.
- (ii) An engineering tradesperson special class level I works above and beyond a tradesperson at the C9 level and to the level of their skills, competence and training and performs work within the scope of this level including:
- provides trade guidance and assistance as part of a work team;
 - assists in the provision of training in conjunction with supervisors and trainers;
 - understands and implements quality control techniques;
 - works under limited supervision either individually or in a team environment;
 - operates lifting equipment incidental to their work; and
 - performs non-trade tasks incidental to their work.

(b) Engineering technician level II

- (i) An engineering technician level II is an employee who has the equivalent level of training of the C8 level engineering tradesperson special class level I or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the engineering technician

level II are in the technical field including draughting, planning or technical tasks requiring technical knowledge.

- (ii) At this level the employee is required to exercise judgment and skill in excess of that required at the C9 level under the supervision of technical or professional staff.

B.4.9 Wage Group: C7

(a) Engineering tradesperson special class level II

- (i) An engineering tradesperson special class level II means a:
 - Special class engineering tradesperson (electrical/electronic) level II; or
 - Special class engineering tradesperson (mechanical) level II; or
 - Special class engineering tradesperson (fabrication) level II; or
 - Higher engineering tradesperson;who has completed the minimum training requirements.
- (ii) An engineering tradesperson special class level II works above and beyond a tradesperson at the C8 level and to the level of their skills, competence and training performs work within the scope of this level including:
 - is able to provide trade guidance and assistance as part of a work team;
 - provides training in conjunction with supervisors and trainers;
 - understands and implements quality control techniques;
 - works under limited supervision either individually or in a team environment;
 - operates lifting equipment incidental to their work; and
 - performs non-trade tasks incidental to their work.

(b) Engineering technician level III

- (i) An engineering technician level III is an employee who has the equivalent level of training of the C7 level engineering tradesperson special class level II or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the engineering technician level III are in the technical field including draughting, planning or technical tasks requiring technical knowledge.
- (ii) At this level the employee is engaged in detail draughting and/or planning or technical duties requiring judgment and skill in excess of that required of a technician at the C8 level under the supervision of technical or professional staff.

B.4.10 Wage Group: C6

(a) Advanced engineering tradesperson level I

- (i) An advanced engineering tradesperson level I means an:
- Advanced engineering tradesperson (electrical/electronic) level I; or
 - Advanced engineering tradesperson (mechanical) level I; or
 - Advanced engineering tradesperson (fabrication) level I;
- who has completed the minimum training requirements.
- (ii) An advanced engineering tradesperson level I works above and beyond a tradesperson at the C7 level and to the level of their skills, competence and training performs work within the scope of this level including:
- undertakes quality control and work organisation at a level higher than for the C7 level;
 - provides trade guidance and assistance as part of a work team;
 - assists in the provision of training to employees in conjunction with supervisors/trainers;
 - works under limited supervision either individually or in a team environment;
 - prepares reports of a technical nature on specific tasks or assignments;
 - exercises broad discretion within the scope of this level;
 - operates lifting equipment incidental to their work; and
 - performs non-trade tasks incidental to their work.

(b) Engineering technician level IV

- (i) An engineering technician level IV is an employee who has the equivalent level of training of the C6 level advanced engineering tradesperson level I or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the engineering technician level IV are in the technical field including draughting, planning or technical tasks requiring technical knowledge.
- (ii) At this level the employee is engaged in detail draughting and/or planning and/or technical duties requiring judgment and skill in excess of that required of a technician at the C7 level under the supervision of technical and/or professional staff.

B.4.11 Definitions of streams and fields

- (a) Engineering streams are the three broad engineering streams recognised within the classification definitions set out in clause B.4 namely, electrical/electronic, mechanical and fabrication. The streams are defined as the:
- (i) **Electrical/electronic stream** which includes the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all electrical and electronic devices, systems, equipment and controls, such as electrical wiring,

motors, generators, PLCs and other electronic controls, instruments, refrigeration, telecommunications, radio and television, and communication and information processing.

- (ii) **Mechanical stream** which includes the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all mechanical equipment, machinery, fluid power systems, automotive mechanics, instruments and refrigeration, and the use of related computer controlled equipment, such as computer numeric controlled machine tools.
 - (iii) **Fabrication stream** which includes fabrication in all materials, forging, carpentry, plumbing, founding, structural steel erection, electroplating, metal spinning, metal polishing and sheet metal work and the use of related computer controlled equipment.
- (b) **Vocational fields** are the four vocational fields recognised within the classification structure of this award, namely, trade, technical, engineering/production and supervisor/trainer/coordinator. The fields are defined as the:
- (i) **Trade field** which includes employees who possess as a minimum qualification a trade certificate in any of the engineering streams or a Certificate IV in Engineering including higher engineering trades or special class trades.
 - (ii) **Technical field** which includes:
 - production planning, including scheduling, work study, and estimating materials, handling systems and like work;
 - technical work including inspection, quality control, supplier evaluation, laboratory, non-destructive testing, technical purchasing, and design and development work (prototypes, models, specifications) in both product and process areas and like work; and
 - design and draughting and like work.
 - (iii) **Engineering/production field** which includes employees primarily engaged in production work including production, distribution, stores and warehousing, which does not require a qualification in the trade, technical, professional or supervisory fields.
 - (iv) **Supervisor/trainer/coordinator field** which includes employees who are or who are mainly:
 - responsible for the work of other employees and/or the provision of on-the-job training including coordination and/or technical guidance;
 - responsible for the supervision and/or training of other supervisors or trainers; and
 - responsible primarily for the exercise of technical skills up to the level of their skill and competence and who are additionally involved in the supervision/training of other employees.

B.4.12 Procedure for classifying maintenance employees

- (a) The procedures for classifying employees under this award are set out in the National Metal and Engineering Competency Standards Implementation Guide distributed by Manufacturing Skills Australia.
- (b) Where there is agreement to implement the competency standards at the enterprise, or in the event that the classification of an employee is called into question, the issue is to be settled by the application of competency standards in accordance with clause B.4.12 and the National Metal and Engineering Competency Standards Implementation Guide or by reference to the minimum training requirement in the relevant classification definition, except as provided in clauses B.4.12(c) and (d).
- (c) Where the employee has a relevant qualification recognised as a minimum training requirement for the level at which the employee seeks to be classified and the employee is exercising or will be required to exercise the skills and knowledge gained from that qualification necessary for that level of work, the employee must be classified appropriately. It is up to the employer to demonstrate reasons for a qualification that is a recognised minimum training requirement not being regarded as relevant for an employee’s work.
- (d) Other provisions to be followed where competency standards are being implemented in an enterprise are that:
 - (i) management and employee representatives responsible for overseeing the implementation of competency standards within an enterprise must be given access to briefing and/or training courses on the competency standards and their implementation prior to implementation; and
 - (ii) such briefings and/or training courses on the competency standards and their implementation must be approved by Manufacturing Skills Australia and can be either a joint briefing delivered by the parties or by one party with the approval of other relevant parties at the enterprise or an approved course delivered by a Manufacturing Skills Australia recognised provider with the approval of the relevant parties at the enterprise, provided that this does not exclude the delivery of additional training or advice by the parties or Manufacturing Skills Australia to an enterprise.

B.4.13 Points to be assigned to classification levels

The points to be assigned to the classification levels under this award are to be in accordance with Table 2 in the National Metal and Engineering Competency Standards Implementation Guide and as contained in the following table:

Classification	Recommended points
C14	-
C13	-
C12	32
C11	64
C10	96

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C9	12 additional points above C10
C8	24 additional points above C10
C7	36 additional points above C10
C6	48 additional points above C10

DRAFT

Schedule C—Classification Definitions—Bulk Terminal Operations

C.1 Bulk terminals employee level 1 (BT1)

New starter—basic labouring duties. This is the level for a new terminal technician who undertakes a three month probation period whilst training and performing basic labouring duties.

C.2 Bulk terminals employee level 2 (BT2)

General labouring duties. At this level the employee has achieved the basic skills for a terminal technician and performs general labouring duties.

C.3 Bulk terminals employee level 3 (BT3)

Basic plant operation. At this level the employee has achieved the semi skilled terminal technician level and performs plant operation at the basic level.

C.4 Bulk terminals employee level 4 (BT4)

Intermediate plant operation. At this level the employee has achieved the high skilled terminal technician level and performs plant operation at the intermediate level.

C.5 Bulk terminals employee level 5 (BT5)

Advanced plant operation. At this level the terminal technician has achieved the plant operator's level for production and maintenance and undertakes advanced plant operation.

C.6 Bulk terminals employee level 6 (BT6)

Basic tradesperson (mechanical/engineering). At this level the terminal technician is the basic tradesperson who has achieved the basic skills required to perform all duties relating to normal terminal operations.

C.7 Bulk terminals employee level 7 (BT7)

Advanced tradesperson (mechanical/engineering). At this level the terminal technician is the advanced tradesperson who has achieved the advanced technical skills required to perform all duties relating to normal terminal operations.

Schedule D—Summary of Hourly Rates of Pay

NOTE: Employers who meet their obligations under this schedule are meeting their obligations under the award.

A separately constituted Full Bench will determine whether the schedule containing a summary of hourly rates of pay (D.2 and D.3.1 – D.3.5) will be retained in its current form.

Rates updated as a result of AWR 2017

D.1 Field work employees

D.1.1 Full-time and part-time field work employees other than shiftworkers—ordinary and penalty rates

	Ordinary hours	Weekend	Public holiday
	% of minimum hourly rate		
	100%	150%	250%
	\$	\$	\$
Cultivation/Cane Production (adult)			
CPT (Inductee/Trainee)	18.46	27.69	46.15
CP1 (Level 1)	19.84	29.76	49.60
CP2 (Level 2)	20.53	30.80	51.33
Cane Haulage			
CHAUT (Inductee/Trainee)	19.38	29.07	48.45
CHAU1 (Level 1)	19.84	29.76	49.60
CHAU2 (Level 2)	20.53	30.80	51.33
Cane Harvesting			
CHART (Inductee/Trainee)	19.84	29.76	49.60
CHAR1 (Level 1)	20.53	30.80	51.33
CHAR2 (Level 2)	21.29	31.94	53.23
Cane Testers			
CT1 (Level 1)	18.33	27.50	45.83
CT2 (Level 2)	19.46	29.19	48.65
CT3 (Level 3)	20.53	30.80	51.33
CT4 (Level 4)	21.80	32.70	54.50

**D.1.2 Full-time and part-time field work employees other than shiftworkers—
overtime rates**

	Monday to Saturday		Sunday— all day	Public holiday
	First 3 hours	After 3 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Cultivation/Cane Production (adult)				
CPT (Inductee/Trainee)	27.69	36.92	36.92	46.15
CP1 (Level 1)	29.76	39.68	39.68	49.60
CP2 (Level 2)	30.80	41.06	41.06	51.33
Cane Haulage				
CHAUT (Inductee/Trainee)	29.07	38.76	38.76	48.45
CHAU1 (Level 1)	29.76	39.68	39.68	49.60
CHAU2 (Level 2)	30.80	41.06	41.06	51.33
Cane Harvesting				
CHART (Inductee/Trainee)	29.76	39.68	39.68	49.60
CHAR1 (Level 1)	30.80	41.06	41.06	51.33
CHAR2 (Level 2)	31.94	42.58	42.58	53.23
Cane Testers				
CT1 (Level 1)	27.50	36.66	36.66	45.83
CT2 (Level 2)	29.19	38.92	38.92	48.65
CT3 (Level 3)	30.80	41.06	41.06	51.33
CT4 (Level 4)	32.70	43.60	43.60	54.50

D.1.3 Full-time and part-time field work shiftworkers—ordinary, penalty rates and overtime

	Day	Afternoon ¹	Night ¹	Public holiday	Overtime ² Monday to Sunday
	% of minimum hourly rate				
	100%	112.5%	115%	250%	200%
	\$	\$	\$	\$	\$
Cultivation/Cane Production (adult)					
CPT (Inductee/Trainee)	18.46	20.77	21.23	46.15	36.92
CP1 (Level 1)	19.84	22.32	22.82	49.60	39.68
CP2 (Level 2)	20.53	23.10	23.61	51.33	41.06
Cane Haulage					
CHAUT (Inductee/Trainee)	19.38	21.80	22.29	48.45	38.76
CHAU1 (Level 1)	19.84	22.32	22.82	49.60	39.68
CHAU2 (Level 2)	20.53	23.10	23.61	51.33	41.06
Cane Harvesting					
CHART (Inductee/Trainee)	19.84	22.32	22.82	49.60	39.68
CHAR1 (Level 1)	20.53	23.10	23.61	51.33	41.06
CHAR2 (Level 2)	21.29	23.95	24.48	53.23	42.58
Cane Testers					
CT1 (Level 1)	18.33	20.62	21.08	45.83	36.66
CT2 (Level 2)	19.46	21.89	22.38	48.65	38.92
CT3 (Level 3)	20.53	23.10	23.61	51.33	41.06
CT4 (Level 4)	21.80	24.53	25.07	54.50	43.60
¹ Afternoon shift and night shift are defined in clause 26.2.					
² Overtime for shiftworkers applies to more than one shift worked per day.					

D.1.4 Casual field work employees other than shiftworkers—ordinary and penalty rates

	Ordinary hours	Weekend	Public holiday
	% of minimum hourly rate		
	125%	175%	275%
	\$	\$	\$
Cultivation/Cane Production (adult)			
CPT (Inductee/Trainee)	23.08	32.31	50.77
CP1 (Level 1)	24.80	34.72	54.56
CP2 (Level 2)	25.66	35.93	56.46
Cane Haulage			
CHAUT (Inductee/Trainee)	24.23	33.92	53.30
CHAU1 (Level 1)	24.80	34.72	54.56
CHAU2 (Level 2)	25.66	35.93	56.46
Cane Harvesting			
CHART (Inductee/Trainee)	24.80	34.72	54.56
CHAR1 (Level 1)	25.66	35.93	56.46
CHAR2 (Level 2)	26.61	37.26	58.55
Cane Testers			
CT1 (Level 1)	22.91	32.08	50.41
CT2 (Level 2)	24.33	34.06	53.52
CT3 (Level 3)	25.66	35.93	56.46
CT4 (Level 4)	27.25	38.15	59.95

D.1.5 Casual field work shiftworkers—ordinary and penalty rates

	Day	Afternoon ¹	Night ¹	Public holiday
	% of minimum hourly rate			
	125%	137.5%	140%	275%
	\$	\$	\$	\$
Cultivation/Cane Production (adult)				
CPT (Inductee/Trainee)	23.08	25.38	25.84	50.77
CP1 (Level 1)	24.80	27.28	27.78	54.56

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	Day	Afternoon¹	Night¹	Public holiday
	% of minimum hourly rate			
	125%	137.5%	140%	275%
	\$	\$	\$	\$
CP2 (Level 2)	25.66	28.23	28.74	56.46
Cane Haulage				
CHAUT (Inductee/Trainee)	24.23	26.65	27.13	53.30
CHAU1 (Level 1)	24.80	27.28	27.78	54.56
CHAU2 (Level 2)	25.66	28.23	28.74	56.46
Cane Harvesting				
CHART (Inductee/Trainee)	24.80	27.28	27.78	54.56
CHAR1 (Level 1)	25.66	28.23	28.74	56.46
CHAR2 (Level 2)	26.61	29.27	29.81	58.55
Cane Testers				
CT1 (Level 1)	22.91	25.20	25.66	50.41
CT2 (Level 2)	24.33	26.76	27.24	53.52
CT3 (Level 3)	25.66	28.23	28.74	56.46
CT4 (Level 4)	27.25	29.98	30.52	59.95
¹ Afternoon shift and night shift are defined in clause 26.2.				

D.2 Milling, distillery, refinery and maintenance employees

D.2.1 Adult full-time and part-time milling, distillery, refinery and maintenance employees other than shiftworkers—ordinary and penalty rates

	Ordinary hours	Monday to Friday¹		Public holiday
		First 3 hours	After 3 hours	
	% of minimum hourly rate			
	100%	150%	200%	250%
	\$	\$	\$	\$
C14/L2	18.29	27.44	36.58	45.73
C13/L3	18.81	28.22	37.62	47.03
C12/L4	19.53	29.30	39.06	48.83
C11/L5	20.21	30.32	40.42	50.53
C10/L6	21.29	31.94	42.58	53.23

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	Ordinary hours	Monday to Friday ¹		Public holiday
		First 3 hours	After 3 hours	
	% of minimum hourly rate			
	100%	150%	200%	250%
	\$	\$	\$	\$
C9/L7	21.96	32.94	43.92	54.90
C8/L8	22.63	33.95	45.26	56.58
C7/L9	23.23	34.85	46.46	58.08
C6	24.41	36.62	48.82	61.03

¹ Outside the spread of 6.00 am to 6.00 pm.

D.2.2 Adult full-time and part-time milling, distillery, refinery and maintenance employees other than shiftworkers—overtime rates

	Monday to Saturday or rostered day off		Sunday—all day	Public holiday
	First 3 hours	After 3 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
C14/L2	27.44	36.58	36.58	45.73
C13/L3	28.22	37.62	37.62	47.03
C12/L4	29.30	39.06	39.06	48.83
C11/L5	30.32	40.42	40.42	50.53
C10/L6	31.94	42.58	42.58	53.23
C9/L7	32.94	43.92	43.92	54.90
C8/L8	33.95	45.26	45.26	56.58
C7/L9	34.85	46.46	46.46	58.08
C6	36.62	48.82	48.82	61.03

D.2.3 Adult full-time and part-time milling, distillery, refinery and maintenance employees shiftworkers—ordinary and penalty rates

	Day	Afternoon or night ¹	Non-rotating shiftwork ²	Public holiday
	% of minimum hourly rate			
	100%	115%	130%	250%
	\$	\$	\$	\$
C14/L2	18.29	21.03	23.78	45.73
C13/L3	18.81	21.63	24.45	47.03

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	Day	Afternoon or night ¹	Non-rotating shiftwork ²	Public holiday
	% of minimum hourly rate			
	100%	115%	130%	250%
	\$	\$	\$	\$
C12/L4	19.53	22.46	25.39	48.83
C11/L5	20.21	23.24	26.27	50.53
C10/L6	21.29	24.48	27.68	53.23
C9/L7	21.96	25.25	28.55	54.90
C8/L8	22.63	26.02	29.42	56.58
C7/L9	23.23	26.71	30.20	58.08
C6	24.41	28.07	31.73	61.03

¹ **Afternoon shift** and **night shift** are defined in clause 26.2.

² **Non-rotating shiftwork** is continuous afternoon shift or afternoon and night shift without rotation to day shift.

D.2.4 Adult full-time and part-time milling, distillery, refinery and maintenance employees shiftworkers—sugar mills—weekend rates

	Continuous shiftworkers—weekend work			5 day roster—final shift of roster on Sat morning	
	Day shift	Rotating afternoon/night shift	Non-rotating afternoon/night shift	Rotating afternoon/night shift	Non-rotating afternoon/night shift
	% of minimum hourly rate				
	150%	165%	180%	165%	180%
	\$	\$	\$	\$	\$
C14/L2	27.44	30.18	32.92	30.18	32.92
C13/L3	28.22	31.04	33.86	31.04	33.86
C12/L4	29.30	32.22	35.15	32.22	35.15
C11/L5	30.32	33.35	36.38	33.35	36.38
C10/L6	31.94	35.13	38.32	35.13	38.32
C9/L7	32.94	36.23	39.53	36.23	39.53
C8/L8	33.95	37.34	40.73	37.34	40.73
C7/L9	34.85	38.33	41.81	38.33	41.81
C6	36.62	40.28	43.94	40.28	43.94

¹ **Continuous shiftworkers—weekend work** - eight hours in any shift between midnight Friday and midnight Sunday in accordance with clause 26.4.

² **5 day roster—final shift of roster on Sat morning** - ordinary time worked between midnight

Continuous shiftworkers—weekend work			5 day roster—final shift of roster on Sat morning	
Day shift	Rotating afternoon/night shift	Non-rotating afternoon/night shift	Rotating afternoon/night shift	Non-rotating afternoon/night shift
% of minimum hourly rate				
150%	165%	180%	165%	180%
\$	\$	\$	\$	\$
Friday and 8.00 am Saturday in accordance with clause 26.7				
NB: different rates apply for overtime weekend crushing shifts, see clause 26.7(b)				

D.2.5 Adult full-time and part-time milling, distillery, refinery and maintenance employees shiftworkers—overtime rates

	Shiftwork	Weekend shift	Sunday	Public holiday
% of minimum hourly rate				
	200%	225%	200%	250%
	\$	\$	\$	
C14/L2	36.58	41.15	36.58	45.73
C13/L3	37.62	42.32	37.62	47.03
C12/L4	39.06	43.94	39.06	48.83
C11/L5	40.42	45.47	40.42	50.53
C10/L6	42.58	47.90	42.58	53.23
C9/L7	43.92	49.41	43.92	54.90
C8/L8	45.26	50.92	45.26	56.58
C7/L9	46.46	52.27	46.46	58.08
C6	48.82	54.92	48.82	61.03

D.2.6 Adult casual milling, distillery, refinery and maintenance employees other than shiftworkers—ordinary and penalty rates

	Ordinary hours	Monday to Friday ¹		Public holiday
		First 3 hours	After 3 hours	
% of minimum hourly rate				
	125%	175%	225%	275%
	\$	\$	\$	\$
C14/L2	22.86	32.01	41.15	50.30
C13/L3	23.51	32.92	42.32	51.73
C12/L4	24.41	34.18	43.94	53.71
C11/L5	25.26	35.37	45.47	55.58

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	Ordinary hours	Monday to Friday ¹		Public holiday
		First 3 hours	After 3 hours	
	% of minimum hourly rate			
	125%	175%	225%	275%
	\$	\$	\$	\$
C10/L6	26.61	37.26	47.90	58.55
C9/L7	27.45	38.43	49.41	60.39
C8/L8	28.29	39.60	50.92	62.23
C7/L9	29.04	40.65	52.27	63.88
C6	30.51	42.72	54.92	67.13

¹ Outside the spread of 6.00 am to 6.00 pm.

D.2.7 Adult casual milling, distillery, refinery and maintenance employees shiftworkers—ordinary and penalty rates

	Day	Afternoon or night ¹	Other than day shift	Public holiday
	% of minimum hourly rate			
	125%	140%	155%	275%
	\$	\$	\$	\$
C14/L2	22.86	25.61	28.35	50.30
C13/L3	23.51	26.33	29.16	51.73
C12/L4	24.41	27.34	30.27	53.71
C11/L5	25.26	28.29	31.33	55.58
C10/L6	26.61	29.81	33.00	58.55
C9/L7	27.45	30.74	34.04	60.39
C8/L8	28.29	31.68	35.08	62.23
C7/L9	29.04	32.52	36.01	63.88
C6	30.51	34.17	37.84	67.13

¹ Afternoon shift and night shift are defined in clause 26.2.

D.2.8 Adult casual milling, distillery, refinery and maintenance employees shiftworkers—sugar mills—weekend rates

	Continuous shiftworkers—weekend work			5 day roster—final shift of roster on Sat morning	
	Day shift	Rotating afternoon/night shift	Non-rotating afternoon/night shift	Rotating afternoon/night shift	Non-rotating afternoon/night shift
	% of minimum hourly rate				

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	175%	190%	205%	190%	205%
	\$	\$	\$	\$	\$
C14/L2	32.01	34.75	37.49	34.75	37.49
C13/L3	32.92	35.74	38.56	35.74	38.56
C12/L4	34.18	37.11	40.04	37.11	40.04
C11/L5	35.37	38.40	41.43	38.40	41.43
C10/L6	37.26	40.45	43.64	40.45	43.64
C9/L7	38.43	41.72	45.02	41.72	45.02
C8/L8	39.60	43.00	46.39	43.00	46.39
C7/L9	40.65	44.14	47.62	44.14	47.62
C6	42.72	46.38	50.04	46.38	50.04

¹ **Continuous shiftworkers—weekend work** - eight hours in any shift between midnight Friday and midnight Sunday in accordance with clause 26.4.

² **5 day roster—final shift of roster on Sat morning** - ordinary time worked between midnight Friday and 8.00 am Saturday in accordance with clause 26.7

NB: different rates apply for **overtime weekend crushing shifts**, see clause 26.7(b)

D.3 Bulk terminal operation employees

D.3.1 Full-time and part-time bulk terminal operations employees other than shiftworkers—ordinary and penalty rates

	Ordinary hours	Monday to Friday		Public holiday
		First 3 hours	After 3 hours	
% of minimum hourly rate				
	100%	150%	200%	250%
BT1	18.29	27.44	36.58	45.73
BT2	18.96	28.44	37.92	47.40
BT3	19.96	29.94	39.92	49.90
BT4	21.14	31.71	42.28	52.85
BT5	21.58	32.37	43.16	53.95
BT6	23.01	34.52	46.02	57.53
BT7	26.24	39.36	52.48	65.60

D.3.2 Full-time and part-time bulk terminal operations employees—ordinary and penalty rates

	Day	Afternoon or night	Other than day shift	Public holiday
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	% of minimum hourly rate			
	100%	115%	130%	250%
	\$	\$	\$	\$
BT1	18.29	21.03	23.78	45.73
BT2	18.96	21.80	24.65	47.40
BT3	19.96	22.95	25.95	49.90
BT4	21.14	24.31	27.48	52.85
BT5	21.58	24.82	28.05	53.95
BT6	23.01	26.46	29.91	57.53
BT7	26.24	30.18	34.11	65.60

D.3.3 Full-time and part-time bulk terminal operations shiftworkers—overtime rates

	Monday to Sunday	Public holiday
	% of minimum hourly rate	
	200%	250%
	\$	\$
BT1	36.58	45.73
BT2	37.92	47.40
BT3	39.92	49.90
BT4	42.28	52.85
BT5	43.16	53.95
BT6	46.02	57.53
BT7	52.48	65.60

D.3.4 Casual bulk terminals operations employees other than shiftworkers—ordinary and penalty rates

	Ordinary hours	Monday to Friday		Public holiday
		First 3 hours	After 3 hours	
	% of minimum hourly rate			
	125%	175%	225%	275%
\$	\$	\$	\$	
BT1	22.86	32.01	41.15	50.30
BT2	23.70	33.18	42.66	52.14
BT3	24.95	34.93	44.91	54.89
BT4	26.43	37.00	47.57	58.14
BT5	26.98	37.77	48.56	59.35
BT6	28.76	40.27	51.77	63.28

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	Ordinary hours	Monday to Friday		Public holiday
		First 3 hours	After 3 hours	
		% of minimum hourly rate		
	125%	175%	225%	275%
	\$	\$	\$	\$
BT7	32.80	45.92	59.04	72.16

D.3.5 Casual bulk terminals operations shiftworkers—ordinary and penalty rates

	Day	Afternoon or night	Other than day shift	Public holiday
	% of minimum hourly rate			
	125%	140%	155%	275%
	\$	\$	\$	\$
BT1	22.86	25.61	28.35	50.30
BT2	23.70	26.54	29.39	52.14
BT3	24.95	27.94	30.94	54.89
BT4	26.43	29.60	32.77	58.14
BT5	26.98	30.21	33.45	59.35
BT6	28.76	32.21	35.67	63.28
BT7	32.80	36.74	40.67	72.16

Schedule E—Summary of Monetary Allowances

Monetary amounts in this schedule adjusted as a result of AWR 2017

See clauses 14, 16 and 18 for full details of allowances payable under this award.

E.1 Wage related allowances

E.1.1 The wage related allowances in this award are based on the standard rate as defined in clause 2 as the minimum hourly **wage rate** for C10/L6 classification in clause 15.1 = **\$21.29**.

Parties have agreed in principle to amend the bitumen allowances in clause 16.1(v). Table amended in accordance with this agreement.

Full Bench determined that height allowance should be rounded figures. Parties are to provide any objections to this proposal and/or comments by **Friday, 24 November 2017** as per [504] of [\[2017\] FWCFB 5536](#).

Allowance	Clause	% of standard rate \$21.29	\$ per hour unless stated otherwise
Field sector			
Work in water and cleaning drains	14.1(a)	4.47	0.95
Milling, distillery, refinery and maintenance			
Applying obnoxious substances	16.1(a)	3.49	0.74
Working with or in close proximity to asbestos allowance	16.1(b)	3.30	0.70
Boiler cleaning—engine driver	16.1(d)	8.20	1.75
Brick cutting	16.1(e)	2.55	0.54
Carting and/or handling cement	16.1(f)	15.55	3.31 per day
Chimney stacks—cleaning and tarring or painting:	16.1(g)		
First four hours		20.74	4.42 per first four hours or any portion thereof
Per hour thereafter		4.25	0.90
Chipping rollers with pneumatic chisels	16.1(h)		
Per hour		3.76	0.80
Minimum per day		19.13	4.07 minimum per day
Cleaner, greaser or oiler—stops or	16.1(i)	148.00	31.51 per week

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Allowance	Clause	% of standard rate \$21.29	\$ per hour unless stated otherwise
starts engine under supervision			
Cleaning dirty machinery	16.1(j)	2.55	0.54
Cleaning dirty molasses tanks	16.1(k)	2.55	0.54
Cleaning under carrier	16.1(l)	2.55	0.54
Confined spaces	16.1(m)	3.49	0.74
Employee handling building blocks:	16.1(n)		
Over 5.5 kg to 9 kg		2.87	0.61
Over 9 kg to 18 kg		4.92	1.05
Over 18 kg		7.15	1.52
First aid allowance	16.1(o)	59.59	12.69 per week
Grinding shredder hammer— minimum of four hours	16.1(p)	2.26	0.48 per hour with four hour minimum
Handling molasses	16.1(q)	2.78	0.59
Height money	16.1(r)		
15 m to 23 m		1.66	0.35
More than 23 m		2.55	0.54
High pressure cleaning machine	16.1(s)	2.55	0.54
Crushing season—juice superheaters	16.1(u)	3.40	0.72
Insulation work:	16.1(v)		
Working in dust-laden atmosphere—insulating, deafening or pugging work		3.49	0.74
Handling charcoal, pumice, slagwool, insulwool or other loose material		3.29	0.70
Fixing and using insulation materials with hot bitumen		3.49	0.74
Using hot bitumen		3.29	0.68
Lagging steam pipes	16.1(w)	2.55	0.54
Operating jackhammers	16.1(x)		
Per hour		2.55	0.54
Minimum per day		13.11	2.79 minimum per day
Pressure welding allowance	16.1(y)	126.94	27.03 per week

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Allowance	Clause	% of standard rate \$21.29	\$ per hour unless stated otherwise
Re-bagging lime:	16.1(z)		
General mill workers		2.78	0.59
Shovelling or handling bagged lime—all workers		2.78	0.59
Repair work—tradespersons	16.1(aa)	3.51	0.75
Shot blast or sand blast	16.1(bb)	2.55	0.54
Spot welding mill rollers	16.1(cc)		
In operation while crushing in progress		19.87	4.23
During crushing season while crushing not in progress		9.97	2.12
Automatic spot welding during crushing season while crushing in progress		10.13	2.16
Automatic spot welding during crushing season while crushing not in progress		5.07	1.08
Work in water and cleaning drains at a depth of 76.2cm or more	16.1(ee)	2.24	0.48
Bulk sugar terminal operations			
First aid allowance	18.1(a)	99.11	21.10 per week
Workplace co-ordinators allowance	18.1(b)	1.65	0.35

E.1.2 Adjustment of wage related allowances

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

E.2 Expense related allowances

E.2.1 The following expense related allowances will be payable to employees in accordance with clauses 14.2, 16.2 and 18.2:

Allowance	Clause	\$
Field sector		
Vehicle allowance	14.2(a)	0.78 per km
Milling, distillery, refinery and maintenance		
Meal allowance—overtime	16.2(a)	13.96 per occasion

Allowance	Clause	\$
Tool allowance—tradespersons	16.2(b)	22.35 per week
Vehicle allowance	16.2(d)	0.78 per km
Bulk sugar terminal operations		
Meal allowance—overtime	18.2(a)	17.49 per occasion
Tool allowance—tradespersons	18.2(b)	24.77 per week
Vehicle allowance	18.2(c)	0.78 per km

E.2.2 Adjustment of expense related allowances

At the time of any adjustment to the [standard rate](#), each expense related allowance relevant to each industry sector will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group
Tool allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group
Vehicle allowance	Private motoring sub-group

Schedule F—School-based Apprentices

- F.1** This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- F.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training contract for an apprentice declared or recognised by the relevant State or Territory authority.
- F.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- F.4** For the purposes of clause F.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- F.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- F.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- F.7** The duration of the apprenticeship must be as specified in the training contract for each apprentice but must not exceed six years.
- F.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice or at the rate of competency based progression.
- F.9** The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration) or stages of competency based progression. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- F.10** If an apprentice converts from school-based to full-time, the successful completion of competencies and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- F.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

Schedule G—Supported Wage System

Rates updated as a result of AWR 2017

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

G.2 In this schedule:

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

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

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

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

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

SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

G.3 Eligibility criteria

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

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

G.4 Supported wage rates

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

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

G.4.2 Provided that the minimum amount payable must be not less than **\$84** per week.

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

G.5 Assessment of capacity

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

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

G.6 Lodgement of SWS wage assessment agreement

G.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

G.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

G.7 Review of assessment

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

G.8 Other terms and conditions of employment

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

G.9 Workplace adjustment

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

G.10 Trial period

- G.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- G.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- G.10.3** The minimum amount payable to the employee during the trial period must be no less than **\$84** per week.
- G.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- G.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause G.5.

Schedule H—National Training Wage

This schedule is being reviewed in matter [AM2016/17](#)

Rates updated as a result of [PR592187](#)

H.1 Title

This is the *National Training Wage Schedule*.

H.2 Definitions

In this schedule:

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

approved training means the training specified in the training contract

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

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

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

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

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

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

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

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

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

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

Tasmania: *Vocational Education and Training Act 1994*;

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

Western Australia: *Vocational Education and Training Act 1996*

trainee is an employee undertaking a traineeship under a training contract

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

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

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

Year 10 includes any year before Year 10

H.3 Coverage

H.3.1 Subject to clauses H.3.2 to H.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by clause H.7 to this schedule or by clause H.5.4 of this schedule.

H.3.2 This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in clause H.7 to this schedule.

H.3.3 This schedule does not apply to:

- (a) the apprenticeship system;
- (b) qualifications not identified in training packages; or
- (c) qualifications in training packages which are not identified as appropriate for a traineeship.

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

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

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

H.4 Types of Traineeship

The following types of traineeship are available under this schedule:

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

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

H.5 Minimum Wages

H.5.1 Minimum wages for full-time traineeships

(a) Wage Level A

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

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
School leaver	312.20	343.80	409.60
Plus 1 year out of school	343.80	409.60	476.60
Plus 2 years out of school	409.60	476.60	554.70
Plus 3 years out of school	476.60	554.70	635.10
Plus 4 years out of school	554.70	635.10	
Plus 5 or more years out of school	635.10		

(b) Wage Level B

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

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	Per week	per week
School leaver	312.20	343.80	398.50
Plus 1 year out of school	343.80	398.50	458.40
Plus 2 years out of school	398.50	458.40	537.60
Plus 3 years out of school	458.40	537.60	613.20
Plus 4 years out of school	537.60	613.20	
Plus 5 or more years out of school	613.20		

(c) Wage Level C

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

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
School leaver	312.20	343.80	398.50
Plus 1 year out of school	343.80	398.50	448.60
Plus 2 years out of school	398.50	448.60	501.20
Plus 3 years out of school	448.60	501.20	558.40
Plus 4 years out of school	501.20	558.40	
Plus 5 or more years out of school	558.40		

(d) AQF Certificate Level IV traineeships

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

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per week	per week
Wage Level A	659.60	685.10
Wage Level B	636.30	660.80
Wage Level C	579.10	601.00

H.5.2 Minimum wages for part-time traineeships

(a) Wage Level A

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

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	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
School leaver	10.27	11.32	13.48
Plus 1 year out of school	11.32	13.48	15.69
Plus 2 years out of school	13.48	15.69	18.24
Plus 3 years out of school	15.69	18.24	20.88
Plus 4 years out of school	18.24	20.88	
Plus 5 or more years out of school	20.88		

(b) Wage Level B

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

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
School leaver	10.27	11.32	13.12
Plus 1 year out of school	11.32	13.12	15.08
Plus 2 years out of school	13.12	15.08	17.70
Plus 3 years out of school	15.08	17.70	20.18
Plus 4 years out of school	17.70	20.18	
Plus 5 or more years out of school	20.18		

(c) Wage Level C

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

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
School leaver	10.27	11.32	13.12
Plus 1 year out of school	11.32	13.12	14.75
Plus 2 years out of school	13.12	14.75	16.48

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
Plus 3 years out of school	14.75	16.48	18.37
Plus 4 years out of school	16.48	18.37	
Plus 5 or more years out of school	18.37		

(d) School-based traineeships

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

Year of schooling	
Year 11 or lower	Year 12
per hour	per hour
10.27	10.96

(e) AQF Certificate Level IV traineeships

(i) Subject to clauses H.5.2(f) and H.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

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

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per hour	per hour
Wage Level A	21.69	22.54
Wage Level B	20.91	21.72
Wage Level C	19.05	19.78

(f) Calculating the actual minimum wage

(i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses H.5.2(a)–(e) of this

schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.

- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses H.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.
- (iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses H.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

H.5.3 Other minimum wage provisions

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

H.5.4 Default wage rate

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

H.6 Employment conditions

- H.6.1** A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer’s leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.
- H.6.2** A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- H.6.3** Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee’s wages and determining the trainee’s employment conditions.

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

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

H.7 Allocation of Traineeships to Wage Levels

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

H.7.1 Wage Level A

Training package	AQF certificate level
Aeroskills	II
Aviation	I, II, III
Beauty	III
Business Services	I, II, III
Chemical, Hydrocarbons and Refining	I, II, III
Civil Construction	III
Coal Training Package	II, III
Community Services	II, III
Construction, Plumbing and Services Integrated Framework	I, II, III
Correctional Services	II, III
Drilling	II, III
Electricity Supply Industry—Generation Sector	II, III (III in Western Australia only)
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I, II, III (III in Western Australia only)
Financial Services	I, II, III
Floristry	III
Food Processing Industry	III
Gas Industry	III
Information and Communications Technology	I, II, III
Laboratory Operations	II, III
Local Government (other than Operational Works Cert I and II)	I, II, III
Manufactured Mineral Products	III
Manufacturing	I, II, III
Maritime	I, II, III
Metal and Engineering (Technical)	II, III

Training package	AQF certificate level
Metalliferous Mining	II, III
Museum, Library and Library/Information Services	II, III
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II, III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II, III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I, II, III
Training and Assessment	III
Transport and Distribution	III
Water Industry (Utilities)	III

H.7.2 Wage Level B

Training package	AQF certificate level
Animal Care and Management	I, II, III
Asset Maintenance	I, II, III
Australian Meat Industry	I, II, III
Automotive Industry Manufacturing	II, III
Automotive Industry Retail, Service and Repair	I, II, III
Beauty	II
Caravan Industry	II, III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I, II, III
Extractive Industries	II, III
Fitness Industry	III
Floristry	II
Food Processing Industry	I, II
Forest and Forest Products Industry	I, II, III
Furnishing	I, II, III
Gas Industry	I, II

Training package	AQF certificate level
Health	II, III
Local Government (Operational Works)	I, II
Manufactured Mineral Products	I, II
Metal and Engineering (Production)	II, III
Outdoor Recreation Industry	I, II, III
Plastics, Rubber and Cablemaking	II
Printing and Graphic Arts	II, III
Property Services	I, II, III
Public Safety	I, II
Pulp and Paper Manufacturing Industries	I, II
Retail Services	I, II
Screen and Media	I, II, III
Sport Industry	II, III
Sugar Milling	I, II, III
Textiles, Clothing and Footwear	I, II
Transport and Logistics	I, II
Visual Arts, Craft and Design	I, II, III
Water Industry	I, II

H.7.3 Wage Level C

Training package	AQF certificate level
Agri-Food	I
<u>Agriculture, Horticulture and Conservation and Land Management.</u>	<u>I, II, III</u>
Amenity Horticulture	I, II, III
Conservation and Land Management	I, II, III
Funeral Services	I, II, III
Music	I, II, III
Racing Industry	I, II, III
Rural Production	I, II, III
Seafood Industry	I, II, III

Schedule I—Agreement to Take Annual Leave in Advance

Schedule I—Agreement to Take Annual Leave in Advance inserted in accordance with [PR583084](#)

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:

The amount of leave to be taken in advance is: ____ hours/days

The leave in advance will commence on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

[If the employee is under 18 years of age - include:]

I agree that:

if, on termination of the employee’s employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule J—Agreement to Cash Out Annual Leave

Schedule J—Agreement to Cash Out Annual Leave inserted in accordance with [PR583084](#)

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree to the employee cashing out a particular amount of the employee's accrued paid annual leave:

The amount of leave to be cashed out is: _____ hours/days

The payment to be made to the employee for the leave is: \$_____ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: ___/___/20___

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ___/___/20___

Schedule K—Agreement for Time Off Instead of Payment for Overtime

Schedule K—Agreement for time off instead of payment for overtime inserted in accordance with [PR584160](#).

Link to PDF copy of [Agreement for Time Off Instead of Payment for Overtime](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee may take time off instead of being paid for the following amount of overtime that has been worked by the employee:

Date and time overtime started: ___/___/20___ am/pm

Date and time overtime ended: ___/___/20___ am/pm

Amount of overtime worked: _____ hours and _____ minutes

The employer and employee further agree that, if requested by the employee at any time, the employer must pay the employee for overtime covered by this agreement but not taken as time off. Payment must be made at the overtime rate applying to the overtime when worked and must be made in the next pay period following the request.

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___