



# STATEMENT

*Fair Work Act 2009*

## **s.156 - 4 yearly review of modern awards**

(AM2014/247)

## **SUGAR INDUSTRY AWARD 2010**

(ODN AM2008/56) [MA000087]

Sugar industry

DEPUTY PRESIDENT ASBURY

BRISBANE, 1 JUNE 2016

### ***Sugar Industry Award Exposure Draft 2 – “Without Prejudice” Discussion Points***

[1] I conducted a conference of interested parties on 26 May 2016 to discuss the Exposure Draft of the *Sugar Industry Award 2016* published on 15 January 2016. A number of interested parties have made submissions regarding the Exposure Draft. In principle agreement on a number of Award provisions was reached on a “without prejudice” basis. Other provisions were identified as requiring further consideration of the parties.

[2] A further conference of interested parties is to be conducted as follows:

**11:00 am**  
**Thursday, 2 June 2016**  
**Fair Work Commission**  
**Terrace Tower**  
**80 William Street**  
**East Sydney**

**11:00 am**  
**Thursday, 2 June 2016**  
**Fair Work Commission**  
**Central Plaza Two**  
**Level 14**  
**66 Eagle Street**  
**Brisbane**

[3] A second Exposure Draft of the Award incorporating these matters has been prepared and posted to the Fair Work Commission website and is available on the following link:

[Exposure Draft - Sugar Industry Award 2016 - Revised](#)

[4] Set out below are “Without Prejudice” Discussion Points for the Conference on 2 June 2016.

[5] Please note that moving the Definitions found in Schedule I into the body of the Award has resulted in renumbering of some subsequent clauses in the Second Exposure Draft.

[6] The summary below refers to the numbering of the clauses as they are in the First Exposure Draft of the Award and indicates the numbering of those clauses in the Second Exposure Draft.

- **Clause 3.2(a)** (now clause 4.2(a)) Delete “Cane Protection and Productivity Boards” and “Bureau of Sugar Experiment Stations” and replace with Local Productivity Boards and Sugar Research Australia. (Agreed in principle)
- **Clause 3.4** (now clause 4.4) move to clause 3.7 (a) (now clause 4.7(a)) and delete words from new (a) “This award does not cover”. Consequential renumbering of 3.7 as 3.6 and clauses following. (Agreed in principle)
- **Clause 6.1 (a)** (now clause 7.1(a)) delete the word “maximum”. (Agreed in principle)
- The parties are to consider whether a definition of “Seasonal employee” should be included under **Clause 6** (now clause 7) “Types of employment”.
- **Clause 6.2(e)(ii)** (now clause 7.2(e)(ii)) remove “with a maximum of 32 hours per week” with respect to refinery employees. (Parties considering their positions)
- **Clause 10.2(d)(iii)** (now clause 11.2(d)(iii)) second dot point split into two points as follows:
  - 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); and...
- **Clause 10.3(c)** and **10.3(d)** (now clause 11.3(c) and (d)) Parties to consider their positions in relation to amendments proposed in the Second Exposure Draft of the Award to clarify that the provisions apply only to meal breaks where employees are called out to perform work.
- **Clause 10.3(e)(iii)** second dot point should be split into two points as follows:
  - 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). (Agreed in principle)
- **Clause 11.1(a)** (now clause 12.1) amend (a) to read:

(a) A meal break of between thirty minutes and sixty minutes must be allowed to each day worker. (Agreed in principle)
- **Clause 11.1(b)** (now clause 11.1(b)) Move to 11.2 – Crib breaks shift workers and renumber as (a) with consequential renumbering of (b) and (c). (Agreed in principle)
- **Clause 11(1)(c)** (now clause 12.1(d)) Delete “must be taken” and insert “must commence”. (Agreed in principle)
- **Clause 11.5(c)** (now clause 12.5(c)) Amended to read “If an employee called out to work overtime is not notified...” (Agreed in principle)
- Further proposed amendments to clarify meal and crib break provisions for day workers and shift workers are set out in the second exposure draft and the parties are requested to consider their positions in relation to those proposals.
- **Clause 12.2** (now clause 13.2) New sub-clause (d) as follows:

“Employees engaged on a single contract hourly rate in accordance with clause 12.2 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.” (Agreed in principle)

- **Clause 12.3 (d) and (e)** (now clauses 13.3(d) and (e) delete reference to clause 12.1 (now clause 13.1) and insert clause 12 (now clause 13). (Agreed in principle)
- **Clause 13.1(a)** (now clause 14) amended to read:  

“Employees must be paid an allowance of \$0.90 per hour for time spent cleaning drains when the water is over 76.2 cm in depth.”
- **Clauses 14.1, 14.2, 17.1, 17.2, 20.1, 20.2** move to part 7 Wage related matters. (Agreed in principle. Parties to consider position in Award of current clauses 17.3 and 17.4 dealing with the averaging system in the Milling, Distillery, Refinery and Maintenance sectors).
- Existing **Clauses 14.3 and 17.5** deal with higher duties and have been amalgamated into a single now found in Part 7. (Agreed in principle).
- **15.6(d)** amend to read:  

“*Junior employees must also receive the full amount of any applicable allowances as provided for under this award.*” (Agreed in principle)
- **Clause 25(2)(b)** Delete “All work done” and insert “An employee required to work overtime commencing on a Sunday...” (Parties to consider their positions).
- **Clause 25.4(a)** delete “where possible” and replace with “where reasonably practicable”. (Agreed in principle).
- **Clause 26.5(b)** amended to read:  

“*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.*” (Parties to consider their positions).
- **Clause 26.10(g)** delete reference to “one fifth” and insert “20%”. (Agreed in principle).
- **Clause 33.5(f)** delete reference to “severance payments” and insert “notice payments”. (Agreed in principle)
- **Schedule I** contents moved to clause 2. (Agreed in principle)



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer