



# REPORT TO FULL BENCH

*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, 3 JUNE 2016

[1] I conducted conferences of interested parties in relation to the Exposure Draft for the *Sugar Industry Award 2016* published on 15 January 2016, on 27 April, 26 May and 2 June 2016. The conferences were attended by the following parties:

- Australian Business Industrial and NSW Business Chamber Limited;
- Australian Industry Group (Ai Group);
- “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU);
- Australian Sugar Milling Council (ASMC);
- The Australian Workers’ Union (AWU); and
- The National Farmers’ Federation (NFF);

[2] The conferences considered matters raised for discussion in the first Exposure Draft and proposed variations lodged for the Award on or before 18 May 2016. A second Exposure Draft reflecting the discussions of 27 April and 26 May was published on 1 June, prior to the conference on 2 June. The variations canvassed at the Conferences can be categorised as:

- Agreed in principle – set out in Annexure A to this Report;
- Parties considering their positions in relation to proposals – set out in Annexure B to this Report;
- Issues identified by the Commission’s Award Modernisation Team (AMOD) in the first Exposure Draft not agreed to by the parties - set out in Annexure C to this Report;
- Claims for variations pressed by various parties which are not generally agreed – set out in Annexure D to this Report; and
- Claims for variations by parties that are no longer pressed – set out in Annexure E to this Report.

[3] The references to clause numbers in the Appendices to this Report are to clause numbers in the second Exposure Draft. A third Exposure Draft incorporating all agreed variations (those in Annexure A to this Report) will be posted to the website.

[4] The final amended Exposure Draft, to be published to the Commission's website, is attached at Annexure F to this report. Further, the document entitled "Summary of Proposed Variations", dated 18 May 2016, has been updated to reflect the current status of each claim.



DEPUTY PRESIDENT

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## ANNEXURE A

### VARIATIONS AGREED IN PRINCIPLE

**Clause 2 Definitions** – (moved from Appendix I into body of Award).

- Minimum hourly wage – delete “wage” and insert “rate”;
- Delete definition of seasonal employee (now in clause 7 Types of employment and classifications).

**Clause 3 The National Employment Standards and this award**

- 3.1 Delete “National Employment Standards” and insert “NES”;
- 3.3 Delete clause and insert:

“The employer must ensure that copies of the award and the NES are available to all employees to whom they apply. This may be achieved by making them available electronically, on a noticeboard which is conveniently located at or near the workplace, or through some other reasonable accessible means.”

**Clause 4 Coverage**

- 4.1 Delete reference to “Cane Protection and Productivity Boards” and “the Bureau of Sugar Experiment Stations” and insert “local productivity boards” and “Sugar Industry Research Australia” in their place respectively;
- 4.2(b) to (d) – Parties do not wish to alter description of industry sectors found in these clauses;
- 4.4 delete clause;
- Insert new clause 4.6(a) as follows:

“This award does not cover:

- (a) Employees of employers covered by the *Manufacturing and Associated Industries and Occupations Award 2016*.”

**Clause 7 Types of employment and classifications:**

- 7.1(a) delete the word “maximum”;
- 7.2(e)(ii) delete the words “with a maximum of 32 hours per week”;
- Insert new clause 7.6 as follows:

**“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.”

### **Clause 11 Ordinary hours of work and rostering other than shift workers**

- 11.2(c) issue raised in Exposure Drafts as a result of correspondence from FWO is dealt with by amendment to clause 25.2(b);
- 11.2(d) delete second dot point and insert:
  - 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...
- Delete clause 11.3(c) and (d) and insert the following:

**“(c) Altering spread of hours**

  - (i) 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.
  - (ii) Where the spread of hours is altered in accordance with subclause 11.3(c)(i), work 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 shift workers.”
- 11.3(e) delete the second dot point and insert the following:
  - 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).

### **Clause 12 Breaks**

- Amend the heading to sub-clause 12.1 to read “Meal Breaks – day workers”;
- 12.1(b) delete [moved to 12.2(a)] and renumber remaining provisions of sub-clause;
- 12.1(c) delete the words “be taken” and insert “commence” so that the sub-clause reads as follows:

“(c) The meal break must commence no later than five hours after starting work or after resuming work from a previous meal break.”

- Delete clause 12.2(a) and insert new subclause 12.2(a) as follows:

“A crib break of 30 minutes must be allowed to each shift worker to be taken without deduction of pay.”

- Delete clause 12.5(c) and insert the following:

“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.”

### **Clause 13.2 Single contract hourly rate.**

- Delete clause **13.2(a)** and insert the following in lieu:

“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.

- Delete the proposed clause **13.2(d)** as provisions incorporated in new **13.2(a)**.
- Clause **13.2(a)** delete reference to clause “13.1” and insert “13”

### **Clause 14 Allowances**

#### **14.1 Wage related allowances**

- (a) Work in water and cleaning drains – delete the words “when employed in” and insert “for time spent”.

**Clause 15 Payment of wages** [these provisions were replicated in clauses 14, 17 and 20 in first Exposure Draft. In the second Exposure Draft they were amalgamated and moved to clause 15. They have now been moved to clause 19 in Part 7 Wage related matters. ]

**15.1 Frequency of payment** – delete/move to part 7 as clause 19.1

**15.2 Method of payment** – delete/move to part 7 as clause 19.2

*[NOTE: In first Exposure Draft these clauses were numbered as 14.1, and 14.2; 17.1 and 17.2 and 20.1 and 20.2. In exposure Draft 2 they were amalgamated and moved to clause 15 and renumbered 15.1 and 15.2. They are now found in Part 7 and numbered 19.1 and 19.2].*

**15.4 Absences from duty under averaging system** – moved to Part 7 and renumbered as clause 19(3). Parties agree that word “not” in sub-clause (c) should be included as set out in Exposure Drafts.

*[NOTE: In first Exposure Draft this clause was numbered as 17.4. In Exposure Draft 2 it was renumbered 15.4. It is now found in Part 7 and numbered 19.3].*

**15.3 Higher duties** - delete/move to part 7 as clause 20 and insert an exemption for employees working in bulk sugar terminals.

**20.2(a) and (b)** (as renumbered) delete word “highest” and insert “higher”

[NOTE: This provision was in clauses 14.3 (field sector) and 17.3 (mill sector) in the first Exposure Draft. There was no higher duties provision in the bulk sugar terminal sector. The clauses have been amalgamated and the provision is now clause 20 in Part 7].

## Clause 15 Minimum Wages

- **15.2** amended to read:

“Classification definitions in Schedule B for C14 to C11 do not apply in sugar mills.”

- **15.3 Method of work and payment for ordinary hours** – insert new subclause (d) as follows:

“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. [ *This proviso is necessary because the 40 hour divisor when applied to the C14 and C13 rates results in an hourly rate less than the NMW hourly rate.*]

- **15.5** delete “minimum hourly wage” where it appears in the sub-clause and insert “minimum hourly rate”.
- **15.6(d)** delete “including any applicable allowances” and insert “and the full amount of any applicable allowances”. [NOTE: Junior employees]

## Clause 16 Allowances

### 16.1 Wage related allowances

- In 16.1(t) Hot work etc.: (iii) delete “spelling time or for time spent working as a member of a gang outside the hot place” and insert “for recovery time or for time spent working as a member of a crew outside the hot place.”
- In 16.1(v) Insulation work: delete (iii) and (iv) and insert:

“(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 using hot bitumen or fixing insulation materials with hot bitumen.”

**Clause 25.4(a)** delete “possible” and insert “reasonably practicable”

**Clause 26.5(b) Afternoon and night shift allowances – other than field sector** – amended as follows:

“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.”

### Clause 26.9 Nominal crushing season shift work

**Sub-clause (a)** Delete “as approved by the Fair Work Commission” and insert “as determined by the Fair Work Commission in accordance with clause 35 Dispute resolution.”

**Clause 26.10 Nominal slack season – shift work**

**Sub-clause (b)** delete the words “one fifth” and insert “20%”.

**Clause 33.5(f)** – delete the word “severance” and insert the word “notice”.

**Appendix I** – delete and insert contents as clause 2.

**Appendix H. 7.3 Wage Level C** – delete:

- Agri-Food
- Amenity Horticulture
- Conservation and Land Management
- Rural Production

And insert:

- Agriculture, Horticulture and Conservation and Land Management. Level I, II and III.

## ANNEXURE B

### PROPOSED VARIATIONS BEING CONSIDERED BY PARTIES

**Clause 8 Apprentices** – parties do not have an issue with updating provision to include current references but believe that this is a broader issue extending beyond this award.

**Clause 25.2** Payment for working rostered day off, Saturdays or Sundays – delete heading and clause and insert the following:

**“25.2 Payment for working rostered days off, or overtime on Saturdays or Sundays**

An employee required to work overtime commencing on a Saturday or 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.”

*[NOTE: The parties are considering possible impact for bulk sugar terminals and whether the following new clause should be inserted into clause 26 to cover ordinary hours worked by shift workers on weekends in bulk sugar terminals. This issue was raised in correspondence from the Fair Work Ombudsman raising issue of interaction between the current provision and the penalty for ordinary time worked on weekends in the field sector in 11.2(c)].*

**Proposed new clause 26.X - Extra weekend payments for continuous shift work – bulk sugar terminals**

“For bulk sugar terminal employees where continuous shift work 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 Saturday must be paid at 150% of the minimum hourly rate and between midnight Saturday and midnight Sunday, at the rate of 200%.”

**Clause 26.2 Shiftwork definitions** – delete (a) and insert the following:

“(a) Shiftworker is an employee who can be regularly rostered to work in accordance with a roster where more than one shift a day is worked or on Sundays and public holidays where the employer operates shifts continuously rostered 24 hours a day seven days a week.”

*[NOTE: There is a definition of shift worker in clause 27.2 for the purposes of the additional week of annual leave in accordance with the NES, but there is no definition for the purposes of shift work entitlements in clause 26 of the Award.]*

**Clause 27.6– Calculation of annual leave bulk sugar terminals**

**Sub-clause (c)** – deals with ability for employees to convert additional travel days to superannuation contribution but Award does not provide for an entitlement to the additional travel days. These additional travel days are found in enterprise agreements.



## ANNEXURE C

### ISSUES IDENTIFIED BY AMOD TEAM NOT AGREED BY PARTIES

#### Clause 4 Coverage

The parties do not agree to amend the terminology describing the various sectors of the industry in clause 4.2(b) to (e) and do not accept that there is an issue with inconsistency with terminology in clause 2 Definitions.

#### Clause 13.3 Piecework

The issue of whether the casual loading applies to piecework rates was raised by the Fair Work Ombudsman.

The employer parties seek that this issue be referred to the Casual Employment Full Bench in AM2014/197.

The Union parties seek that the issue is addressed by the Full Bench in this case.

#### Clause 16.1(r) Height money

The heights at which the allowances apply appear to have been converted from imperial measurements and consideration is required as to whether they should be rounded up or down. See also **clause 16.1(n) Employees handling blocks** where the weights appear to have been similarly converted and **clause 14.1 Work in water and cleaning drains** in relation to the depth of the water at which the allowance applies.

Parties are respectively opposed to any change that either advantages or disadvantages employees.

**Clause 16.1(t)(iv) Hot work etc.** It is unclear what other disability allowances apply in addition to this allowance. Parties do not wish to identify the allowances that do or do not apply in addition to the hot work allowance.

#### Clause 35 Dispute resolution

**Sub-clause 35.6** requires employees to perform work that it is “safe and legal for them to do” while procedure being followed. The parties wish to maintain this wording and do not agree to change “legal” to “appropriate” in accordance with standard wording.

**Schedule D Summary of hourly rates of pay** – Employers seek deletion or simplification, Unions seek to retain the Schedule.

## ANNEXURE D

### ISSUES PRESSED BY PARTIES

- NFF presses argument that **clauses 4.3** and **4.7** deal with the same matters and should not both be included in the Award (item 10 Summary of proposed variations).
- NFF maintains that the list of facilitative provisions listed in **clause 6.2** should be exhaustive and refer to all facilitative provisions in the Award. Clause 7.4(g) is an example of a facilitative provision that is not listed in clause 6.2 (item 11 Summary of proposed variations).
- AMWU presses insertion of tool allowance for apprentices (item 42 Summary of proposed variations).

## **ANNEXURE E**

### **PROPOSED VARIATIONS NOT PRESSED**

- AWU withdraws claims for the following variations as set out in the Summary of proposed variations:
  - Item 12 types of employment;
  - Item 15 part time employment;
  - Item 18 casual employment casual loading;
  - Item 23 hours of work – other than field sector – work outside spread;
  - Item 28 meal breaks;
  - Item 43 allowances bagasse bins;
  - Item 44 Allowances hot work; and
  - Item 49 allowances work in the rain.

**ANNEXURE F**

**EXPOSURE DRAFT (amended)**

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
1 June 2016	Amendments to reflect agreement in principle of parties	2, 3.1, 0, 4.6(a), 7.1(a), 11.2(d)(iii), 11.3(d)(iii), 12.1(c), 12.5(c), 13.2(d); 13.3(d) & (e), 14.1(a), 15.3, 0, 15.5, 0, 16.1(t)(ii), 19, 19.3, 25.4(a), 26.10(g), 33.5(f), E.1.1
3 June 2016	Amendments to reflect agreement in principle between the parties.	2; 3.1; 3.3; 4.2(a); 7.1(a); 7.2(e)(ii); 7.6; 11.2(d)(iii); 11.3(d)(iii); 12.1; 12.2(a); 12.5(c); 13.2; 15.2; 15.3; 16.1(t)(iii); 16.1(v)(iii); 19.3; 20.2; 25.2; 26.5; 26.9; H.7.3 <b>Error! Reference source not found.</b>

Changes agreed in principle between the parties red text. Strikethrough text indicates existing text that is to be deleted.

## EXPOSURE DRAFT VERSION 3

### 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.

## Table of Contents

	Page
<b>Part 1— Application and Operation.....</b>	<b>4</b>
1. Title and commencement .....	4

2.	Definitions .....	4
3.	The National Employment Standards and this award.....	6
4.	Coverage .....	6
5.	Award flexibility.....	8
6.	Facilitative provisions.....	9
<b>Part 2— Types of Employment and Classifications .....</b>		<b>10</b>
7.	Types of employment .....	10
8.	Apprentices .....	13
9.	Trainees.....	16
10.	Classifications.....	17
<b>Part 3— Hours of Work.....</b>		<b>17</b>
11.	Ordinary hours of work and rostering—other than shiftworkers .....	17
12.	Breaks .....	21
<b>Part 4— Field Sector—Wages and Allowances .....</b>		<b>22</b>
13.	Minimum wages .....	22
14.	Allowances.....	25
15.	Payment of wages .....	25
<b>Part 5— Milling, Distillery, Refinery and Maintenance—Wages and Allowances .....</b>		<b>26</b>
15.	Minimum wages .....	26
16.	Allowances.....	32
17.	Payment of wages .....	39
<b>Part 6— Bulk Terminal Operations—Wages and Allowances.....</b>		<b>41</b>
17.	Minimum wages .....	41
18.	Allowances.....	42
19.	Payment of wages .....	43
<b>Part 7— Other Wage Related Provisions .....</b>		<b>43</b>
19.	Payment of wages .....	43
20.	Higher duties.....	44
21.	School-based apprentices.....	45
22.	Supported wage system .....	45
23.	National training wage.....	45
24.	Superannuation .....	45
<b>Part 8— Penalties and Overtime .....</b>		<b>46</b>
25.	Overtime and penalty rates—other than shiftworkers .....	46

26.	Shiftwork .....	48
<b>Part 9— Leave, Public Holidays and Other NES Entitlements .....</b>		<b>53</b>
27.	Annual leave .....	53
28.	Personal/carer’s leave and compassionate leave .....	55
29.	Parental leave and related entitlements .....	55
30.	Public holidays .....	55
31.	Community service leave .....	55
32.	Termination of employment .....	55
33.	Redundancy .....	56
<b>Part 10— Consultation and Dispute Resolution .....</b>		<b>57</b>
34.	Consultation .....	57
35.	Dispute resolution .....	59
36.	Dispute resolution procedure training leave .....	59
<b>Schedule A —Classification Definitions—Field Sector .....</b>		<b>61</b>
<b>Schedule B —Classification Definitions—Milling, Distillery, Refinery and Maintenance .....</b>		<b>68</b>
<b>Schedule C —Classification Definitions—Bulk Terminal Operations .....</b>		<b>92</b>
<b>Schedule D —Summary of Hourly Rates of Pay .....</b>		<b>93</b>
<b>Schedule E —Summary of Monetary Allowances .....</b>		<b>105</b>
<b>Schedule F —School-based Apprentices .....</b>		<b>109</b>
<b>Schedule G —Supported Wage System .....</b>		<b>110</b>
<b>Schedule H —National Training Wage .....</b>		<b>113</b>

## Part 1—Application and Operation

### 1. Title and commencement

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

Clause 1.2 was inserted in accordance with the Full Bench in [\[2015\] FWCFB 4658](#) at PN [8]

1.2 This modern award, as varied, commenced operation on 1 January 2010.

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.

Definitions have been moved from Schedule I into clause 2.

Parties have agreed in principle to amendment of “Minimum hourly wage” defined term – by deleting “wage” and inserting “rate”.

Parties have agreed in principle to delete the definition of seasonal employee (now appearing in clause 7 – “Types of employment”).

### 2. Definitions

In this award, unless the contrary intention appears:

**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

**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

Parties have agreed in principle to delete “National Employment Standards” and insert “NES” in clause 3.1.

Parties have agreed in principle to amendments to clause 3.3 as below.

- 3.1** The ~~National Employment Standards~~ [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.~~ **The employer must ensure that copies of the award and the NES are available to all employees to whom they apply. This may be achieved by making them available electronically, on a noticeboard which is conveniently located at or near the workplace, or through some other reasonable accessible 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:

Parties have agreed in principle to amendments to clause 4.2(a)

- (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).

Parties do not wish to alter description of industry sectors found in clauses 4(b) to (d).

- 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.

Parties have agreed in principle that clause 4.4 should be moved to clause 4.6(a), and clauses renumbered accordingly.

~~**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

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(d)(iv)	Rostered days off—substitution of days	An individual

Clause	Provision	Agreement between an employer and:
11.2(d)(v) and 11.3(d)(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
25.7	Make-up time	An individual

## Part 2—Types of Employment and Classifications

### 7. Types of employment

Parties have agreed in principle to delete the word “maximum” from clause 7.1(a).

#### 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

Part-time employment provisions may be affected by [AM2014/196](#)

- (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.

Parties have agreed in principle to delete the words “with a maximum of 32 hours per week” from clause 7.2(e)(ii)

- (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

Casual employment provisions may be affected by [AM2014/197](#)

- (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.

Parties have agreed in principle to insert new clause 7.6 as follows.

## 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 training package determined from time to time by Manufacturing Skills Australia or its successors and endorsed by the National Skills Standards 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 National Skills Standards 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) Apprentice 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.

Parties were asked to comment on how clause 11.2(c) interacts with clause 25.2(b), and what the correct rate is for field sector employees working on Sundays – see [Correspondence](#) from the Fair Work Ombudsman

This issue has been dealt with by amendments made to clause 25.2(b).

### (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.

Parties have agreed in principle to amendments to clause 11.2(d)(iii) as set out below.

- (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
  - 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.

Parties have agreed in principle to delete clauses 11.3(c) and (d) and insert as follows:

(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.~~

(c) **Altering the spread of hours**

- (i) 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.

- (ii) Where the spread of hours is altered in accordance with sub clause 11.3(c)(i), work 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) 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.

Parties have agreed in principle to amendments to 11.2(e)(iii) as below

- (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

Parties have agreed in principle to amend clause 12.1 as follows in red text.

### 12.1 Meal breaks – **day workers**

- (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.~~
- (c) The meal break must **commence** ~~be taken~~ no later than five hours after starting work or after resuming work from a previous meal break.
- (d) 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.
- (e) Meal times may be altered or staggered by agreement between the employer and the majority of employees directly affected.
- (f) Meal times must be taken at a time so as not to interfere with continuity of work.

### 12.2 Crib breaks—~~shiftworkers~~

Parties have agreed in principle to delete proposed clause 12.2(a) and insert new sub clause 12.2(a) as follows;

- ~~(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.

Parties have agreed in principle to amend clause 12.5(c) as follows.

- (c) If ~~an~~ the 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**

**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 <sup>1</sup>
	\$	\$	\$

<b>Classification</b>	<b>Minimum weekly wage</b>	<b>Minimum hourly rate</b>	<b>Single contract hourly rate<sup>1</sup></b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Cultivation/Cane Production (adult)</b>			
CPT (Inductee/Trainee)	663.20	17.45	20.07
CP1 (Level 1)	712.90	18.76	21.57
CP2 (Level 2)	737.60	19.41	22.32
<b>Cane Haulage</b>			
CHAUT (Inductee/Trainee)	696.10	18.32	21.07
CHAU1 (Level 1)	712.90	18.76	21.57
CHAU2 (Level 2)	737.60	19.41	22.32
<b>Cane Harvesting</b>			
CHART (Inductee/Trainee)	712.90	18.76	21.57
CHAR1 (Level 1)	737.60	19.41	22.32
CHAR2 (Level 2)	764.90	20.13	23.15
<b>Cane Testers</b>			
CT1 (Level 1)	658.60	17.33	19.93
CT2 (Level 2)	699.10	18.40	21.16
CT3 (Level 3)	737.60	19.41	22.32
CT4 (Level 4)	783.20	20.61	23.70
<sup>1</sup> Includes an additional <b>15%</b> 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 have agreed in principle to delete clause 13.2(a) and insert the below.

Parties have agreed in principle to delete the proposed clause 13.2(d) as provisions incorporated in new clause 13.2(a).

- (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

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.

Clause references in clauses 13.3(d) and (e) amended.

- (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%**.

The issue of whether the casual loading applies to piecework rates raised by the Fair Work Ombudsman (see [Correspondence](#)) has been referred for consideration of the Casual Employment Full Bench in [AM2014/197](#).

### 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

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

Parties have agreed in principle to delete the words “when employed in” and insert “for time spent” at clause 14.1

#### (a) Work in water and cleaning drains

Employees must be paid an allowance of **\$0.90** 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.

The parties have agreed in principle for the content in clause 15 to be moved to clause 19 in Part 7 – Other Wage Related Provisions.

## 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**

**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	656.90	17.29
C13/L3	675.90	17.79
C12/L4	701.80	18.47
C11/L5	725.90	19.10
C10/L6	764.90	20.13
C9/L7	788.80	20.76
C8/L8	812.80	21.39
C7/L9	834.60	21.96
C6	876.90	23.08

Parties have agreed in principle to amend 15.2 as below.

“Classification definitions in Schedule B for C14 to C11 do not apply in sugar mills.”

**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**

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 (**\$20.48**) if the employee is not classified based on competencies.

**(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 (**\$22.21**) 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



Age	% of the minimum weekly rate for level 2 (C14)
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.

Parties have agreed in principle to delete the words “including any applicable allowances” in clause 15.6(d) and insert “the full amount of any applicable allowances”.

- (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:

<b>Relevant rate for an apprentice at the time of entering into a training agreement</b>				
<b>Stage of apprenticeship</b>	<b>Completed Year 10 or less</b>	<b>Completed Year 11</b>	<b>Completed Year 12</b>	<b>Adult (i.e. 21 years of age or over)</b>
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**

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	382.45	10.06	55	420.70	11.07	80	611.92	16.10
Stage 2	60	458.94	12.08	65	497.19	13.08	C14	656.90	17.29
Stage 3	75	573.68	15.10	75	573.68	15.10	C13	675.90	17.79
Stage 4	88	673.11	17.71	C12	701.80	18.47	C12	701.80	18.47

**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),

Stage of apprenticeship	Progression requirements
	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**

#### **(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 **\$0.70** 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 **\$0.66** 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 **\$1.65** 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 **\$0.51** per hour whilst so engaged.

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

- (i) Employees engaged in carting and/or handling cement must be paid an allowance of **\$3.13** per day in addition to their ordinary wages whilst so engaged.
- (ii) This will not apply when quantities of less than 508 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) **\$4.17** for the first four hours or any portion thereof; and
  - (ii) **\$0.86** for each hour thereafter,
- on any day whilst so engaged.

**(h) Chipping rollers**

Employees chipping rollers with pneumatic chisels must be paid **\$0.76** per hour above the rates prescribed for general mill workers with a minimum additional payment of **\$3.85** 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 **\$29.79** per week.

**(j) Cleaning dirty machinery**

Employees must be paid an allowance of **\$0.51** 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 **\$0.51** per hour when engaged in cleaning out molasses tanks from the inside.

**(l) Cleaning under carrier**

Employees must be paid an allowance of **\$0.51** per hour when required to clean under the carrier.

**(m) Confined spaces**

An allowance of **\$0.70** 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, effet supply tanks, lime tanks, or lime mixer barrels, drier drums, distributors, crystalliser and fugal 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—**\$0.58** per hour;
- (ii)** over 9 kg and up to 18 kg—**\$0.99** per hour;
- (iii)** over 18 kg—**\$1.44** 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 **\$12.00**.

**(p) Grinding shredder hammer**

Employees must be paid an allowance of **\$0.45** 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 **\$0.56** 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 allowances in 16.1(f)(ii) and 16.1(r) appear to have been converted from imperial measurements. Can these be rounded to simpler measurements?

**(i)** Employees must be paid an allowance of **\$0.33** per hour when required to perform work at a height of between 15.24 and 22.86 metres above the ground or low water level or nearest horizontal plane.

**(ii)** Employees must be paid an allowance of **\$0.51** per hour when required to perform work at a height of more than 22.86 metres above the ground or low water level or nearest horizontal plane.

**(s) High pressure cleaning machines**

Employees must be paid an allowance of **\$0.51** 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.

Parties have agreed in principle to amendment to clause 16.1(t) as set out below.

- (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.

It is unclear what allowances are not payable when this allowance is paid. Parties are asked to specify the clauses that do not apply when this allowance applies.

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

- (i) Employees must be paid an allowance of **\$0.68** 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 **\$0.70** 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 **\$0.66** 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.



Parties have agreed in principle to delete clause 16.1(v)(iii) and 16.1(v)(iv) and insert as below.

~~(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 \$0.70 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 **\$0.51** per hour.

**(x) Operating jackhammers, etc.**

Employees engaged in operating jackhammers, or manually operated pneumatic tampers or spikers must be paid an allowance of **\$0.51** per hour with a minimum additional payment of **\$2.64** per day.

**(y) Pressure welding allowance**

An employee who is required to perform pressure welding must be paid an allowance of **\$25.55** 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 **\$0.56** 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 **\$0.56** per hour, but this allowance will not apply to employees classified as lime handlers.

**(aa) Repair work**

Tradespersons must be paid an allowance of **\$0.71** 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 **\$0.51** 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 **\$4.00** per hour when engaged in spot welding mill rollers in operation while crushing is in progress.

- (ii) Employees must be paid an allowance of **\$2.01** 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 **\$2.04** 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 **\$1.02** 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 **\$0.45** per hour when required to work in water of a depth of 76.2 cm or more.

**16.2 Expense related allowances**

**(a) Meal allowances**

Where there is an entitlement to a meal on overtime and none is available from the employer, the meal allowance of **\$13.51** must be paid.

**(b) Tool allowance**

A tool allowance of **\$21.47** 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.

The parties have agreed in principle for the content in clause 17 to be moved to clause 19 in Part 7 – Other Wage Related Provisions.

**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~~**Error! Reference source not found.**, 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 **Error! Reference source not found.** 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?

- ~~(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.~~

#### **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

### 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	656.90	17.29
BT2	681.00	17.92
BT3	717.10	18.87
BT4	759.30	19.98
BT5	775.20	20.40
BT6	826.70	21.76
BT7	942.70	24.81

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	413.35	10.88	55	454.69	11.97	80	661.36	17.40
Stage 2	60	496.02	13.05	65	537.36	14.14	BT1 - but no lower than first year rate	661.36	17.40
Stage 3	75	620.03	16.32	75	620.03	16.32	BT2	681.00	17.92
Stage 4	88	727.50	19.14	88	727.50	19.14	88	727.50	19.14

#### 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

##### (a) First aid

Any appropriately qualified employee rostered by the employer to perform first aid duty must be paid a weekly allowance of **\$19.95**.

##### (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 **\$0.33** per hour whilst so engaged, for a maximum of four hours.

#### 18.2 Expense related allowances

##### (a) Meal allowances

Where there is an entitlement to a meal on overtime and none is available from the employer, the meal allowance of **\$16.92** must be paid.

**(b) Tool allowance**

A tool allowance of **\$23.80** 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.

The parties have agreed in principle for the content in clause 19 to be moved to clause 19 in Part 7 – Other Wage Related Provisions.

**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**

Parties agreed in principle to a new provision (clause 19 below) to apply to all sectors which amalgamates clauses 14, 17 and 20 of the exposure draft published 15 January 2016.

**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.

Parties agree in principle to the insertion of the following clause 19.3 (moving provision from 15.4

## 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.

New clause 20 inserted to replace payment of wages clauses removed from Parts 4 and 5. New clause 20.1.

Clause 20.2 has been amended. References to "highest" as outlined in revised exposure draft published 1 June 2016 have been amended to "higher".

## 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**

#### **25.1 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.

Parties agreed in principle to the following change to clause 25.2 subject to parties considering possible impact for bulk sugar terminals.

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

- (a) An employee required to work overtime commencing on Saturday or rostered day off 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**

This provision may be affected by [AM2014/300](#) – see [draft determination](#)

- (a) An employee may elect, with the consent of the employer, to take time off instead of payment for overtime that would otherwise be payable under this clause at a time or times agreed with the employer.
- (b) Overtime taken as time off during ordinary hours must be taken at the ordinary time rate; that is an hour for each hour worked.
- (c) An employer must, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the award, for any overtime worked under this clause where such time has not been taken within four weeks of accrual.

### **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**

### **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:

- (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**

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.

**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.

Parties have agreed in principle to amending clause 26.5(b) as follows:

- (a) 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**

Parties have agreed in principle to delete “as approved by the Fair Work Commission” in

clause 26.9(a) and insert “as determined by the Fair Work Commission in accordance with clause 35 Dispute Resolution”.

- (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.

Parties have agreed in principle to delete “on fifth” in clause 26.10(g) and insert “20%”

- (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

This provision is being reviewed in [AM2014/47](#) – see [draft determination](#)

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 Paid leave in advance of accrued entitlement**

An employer may allow an employee to take annual leave either wholly or partly in advance before the leave has accrued. Provided that if leave is taken in advance, and the employment terminates before the entitlement has accrued, the employer may make a corresponding deduction from any money due to the employee on termination.

**27.5 Requirement to take leave**

An employer may require an employee to take annual leave by giving at least four weeks' notice in the following circumstances:

- (a) as part of a close-down of its operations; or
- (b) where more than eight weeks' leave is accrued.

**27.6 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 27.6(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 27.6(b)(iii) will apply.
- (iii) A further amount calculated at the rate of 25% of the amounts referred to in clause 27.6(b)(i).

Parties are considering whether clause 27.6(c) remains relevant or whether it should be deleted.

- (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.

## **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.

Parties have agreed in principle to delete the word "severance" in clause 33.5(f) and insert the word "notice".

- (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.

Clause 35.6 differs from the standard wording in that it says “safe and legal” instead of “safe and appropriate”.

Parties were asked whether this different wording should be maintained and parties indicated they wished to maintain current wording.

- 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 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 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;

- (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 effert 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 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 oversighting 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:

<b>Classification</b>	<b>Recommended points</b>
C14	-
C13	-
C12	32
C11	64
C10	96
C9	12 additional points above C10
C8	24 additional points above C10
C7	36 additional points above C10
C6	48 additional points above C10

## **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.

The employer parties hold a shared view the Schedule D is not required for this Award and proposed that if it is to be included it should be simplified.

### 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%
	\$	\$	\$
<b>Cultivation/Cane Production (adult)</b>			
CPT (Inductee/Trainee)	17.45	26.18	43.63
CP1 (Level 1)	18.76	28.14	46.90
CP2 (Level 2)	19.41	29.12	48.53
<b>Cane Haulage</b>			
CHAUT (Inductee/Trainee)	18.32	27.48	45.80
CHAU1 (Level 1)	18.76	28.14	46.90
CHAU2 (Level 2)	19.41	29.12	48.53
<b>Cane Harvesting</b>			
CHART (Inductee/Trainee)	18.76	28.14	46.90
CHAR1 (Level 1)	19.41	29.12	48.53
CHAR2 (Level 2)	20.13	30.20	50.33
<b>Cane Testers</b>			
CT1 (Level 1)	17.33	26.00	43.33
CT2 (Level 2)	18.40	27.60	46.00
CT3 (Level 3)	19.41	29.12	48.53
CT4 (Level 4)	20.61	30.92	51.53

**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%
	\$	\$	\$	\$
<b>Cultivation/Cane Production (adult)</b>				
CPT (Inductee/Trainee)	26.18	34.90	34.90	43.63
CP1 (Level 1)	28.14	37.52	37.52	46.90
CP2 (Level 2)	29.12	38.82	38.82	48.53
<b>Cane Haulage</b>				
CHAUT (Inductee/Trainee)	27.48	36.64	36.64	45.80
CHAU1 (Level 1)	28.14	37.52	37.52	46.90
CHAU2 (Level 2)	29.12	38.82	38.82	48.53
<b>Cane Harvesting</b>				
CHART (Inductee/Trainee)	28.14	37.52	37.52	46.90
CHAR1 (Level 1)	29.12	38.82	38.82	48.53
CHAR2 (Level 2)	30.20	40.26	40.26	50.33
<b>Cane Testers</b>				
CT1 (Level 1)	26.00	34.66	34.66	43.33
CT2 (Level 2)	27.60	36.80	36.80	46.00
CT3 (Level 3)	29.12	38.82	38.82	48.53
CT4 (Level 4)	30.92	41.22	41.22	51.53

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

	Day	Afternoon <sup>1</sup>	Night <sup>1</sup>	Public holiday	Overtime <sup>2</sup> Monday to Sunday
	% of minimum hourly rate				
	100%	112.5%	115%	250%	200%
	\$	\$	\$	\$	\$
<b>Cultivation/Cane Production (adult)</b>					
CPT (Inductee/Trainee)	17.45	19.63	20.07	43.63	34.90
CP1 (Level 1)	18.76	21.11	21.57	46.90	37.52
CP2 (Level 2)	19.41	21.84	22.32	48.53	38.82
<b>Cane Haulage</b>					
CHAUT (Inductee/Trainee)	18.32	20.61	21.07	45.80	36.64
CHAU1 (Level 1)	18.76	21.11	21.57	46.90	37.52
CHAU2 (Level 2)	19.41	21.84	22.32	48.53	38.82
<b>Cane Harvesting</b>					
CHART (Inductee/Trainee)	18.76	21.11	21.57	46.90	37.52
CHAR1 (Level 1)	19.41	21.84	22.32	48.53	38.82
CHAR2 (Level 2)	20.13	22.65	23.15	50.33	40.26
<b>Cane Testers</b>					
CT1 (Level 1)	17.33	19.50	19.93	43.33	34.66
CT2 (Level 2)	18.40	20.70	21.16	46.00	36.80
CT3 (Level 3)	19.41	21.84	22.32	48.53	38.82
CT4 (Level 4)	20.61	23.19	23.70	51.53	41.22
<sup>1</sup> <b>Afternoon shift</b> and <b>night shift</b> are defined in clause 26.2.					
<sup>2</sup> 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%
	\$	\$	\$
<b>Cultivation/Cane Production (adult)</b>			
CPT (Inductee/Trainee)	21.81	30.54	47.99
CP1 (Level 1)	23.45	32.83	51.59
CP2 (Level 2)	24.26	33.97	53.38
<b>Cane Haulage</b>			
CHAUT (Inductee/Trainee)	22.90	32.06	50.38
CHAU1 (Level 1)	23.45	32.83	51.59
CHAU2 (Level 2)	24.26	33.97	53.38
<b>Cane Harvesting</b>			
CHART (Inductee/Trainee)	23.45	32.83	51.59
CHAR1 (Level 1)	24.26	33.97	53.38
CHAR2 (Level 2)	25.16	35.23	55.36
<b>Cane Testers</b>			
CT1 (Level 1)	21.66	30.33	47.66
CT2 (Level 2)	23.00	32.20	50.60
CT3 (Level 3)	24.26	33.97	53.38
CT4 (Level 4)	25.76	36.07	56.68

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

	<b>Day</b>	<b>Afternoon<sup>1</sup></b>	<b>Night<sup>1</sup></b>	<b>Public holiday</b>
	<b>% of minimum hourly rate</b>			
	<b>125%</b>	<b>137.5%</b>	<b>140%</b>	<b>275%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Cultivation/Cane Production (adult)</b>				
CPT (Inductee/Trainee)	21.81	23.99	24.43	47.99
CP1 (Level 1)	23.45	25.80	26.26	51.59
CP2 (Level 2)	24.26	26.69	27.17	53.38
<b>Cane Haulage</b>				
CHAUT (Inductee/Trainee)	22.90	25.19	25.65	50.38
CHAU1 (Level 1)	23.45	25.80	26.26	51.59
CHAU2 (Level 2)	24.26	26.69	27.17	53.38
<b>Cane Harvesting</b>				
CHART (Inductee/Trainee)	23.45	25.80	26.26	51.59
CHAR1 (Level 1)	24.26	26.69	27.17	53.38
CHAR2 (Level 2)	25.16	27.68	28.18	55.36
<b>Cane Testers</b>				
CT1 (Level 1)	21.66	23.83	24.26	47.66
CT2 (Level 2)	23.00	25.30	25.76	50.60
CT3 (Level 3)	24.26	26.69	27.17	53.38
CT4 (Level 4)	25.76	28.34	28.85	56.68
<sup>1</sup> <b>Afternoon shift</b> and <b>night shift</b> 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 Friday <sup>1</sup>		Public holiday
		First 3 hours	After 3 hours	
% of minimum hourly rate				
	100%	150%	200%	250%
	\$	\$	\$	\$
C14/L2	17.29	25.94	34.58	43.23
C13/L3	17.79	26.69	35.58	44.48
C12/L4	18.47	27.71	36.94	46.18
C11/L5	19.10	28.65	38.20	47.75
C10/L6	20.13	30.20	40.26	50.33
C9/L7	20.76	31.14	41.52	51.90
C8/L8	21.39	32.09	42.78	53.48
C7/L9	21.96	32.94	43.92	54.90
C6	23.08	34.62	46.16	57.70

<sup>1</sup> 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	25.94	34.58	34.58	43.23
C13/L3	26.69	35.58	35.58	44.48
C12/L4	27.71	36.94	36.94	46.18
C11/L5	28.65	38.20	38.20	47.75
C10/L6	30.20	40.26	40.26	50.33
C9/L7	31.14	41.52	41.52	51.90
C8/L8	32.09	42.78	42.78	53.48
C7/L9	32.94	43.92	43.92	54.90
C6	34.62	46.16	46.16	57.70

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

	Day	Afternoon or night <sup>1</sup>	Non-rotating shiftwork <sup>2</sup>	Public holiday
	% of minimum hourly rate			
	100%	115%	130%	250%
	\$	\$	\$	\$
C14/L2	17.29	19.88	22.48	43.23
C13/L3	17.79	20.46	23.13	44.48
C12/L4	18.47	21.24	24.01	46.18
C11/L5	19.10	21.97	24.83	47.75
C10/L6	20.13	23.15	26.17	50.33
C9/L7	20.76	23.87	26.99	51.90
C8/L8	21.39	24.60	27.81	53.48
C7/L9	21.96	25.25	28.55	54.90
C6	23.08	26.54	30.00	57.70

<sup>1</sup> **Afternoon shift** and **night shift** are defined in clause 26.2.

<sup>2</sup> **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	25.94	28.53	31.12	28.53	31.12
C13/L3	26.69	29.35	32.02	29.35	32.02
C12/L4	27.71	30.48	33.25	30.48	33.25
C11/L5	28.65	31.52	34.38	31.52	34.38

	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%
	\$	\$	\$	\$	\$
C10/L6	30.20	33.21	36.23	33.21	36.23
C9/L7	31.14	34.25	37.37	34.25	37.37
C8/L8	32.09	35.29	38.50	35.29	38.50
C7/L9	32.94	36.23	39.53	36.23	39.53
C6	34.62	38.08	41.54	38.08	41.54

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

<sup>2</sup> **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.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	34.58	38.90	34.58	43.23
C13/L3	35.58	40.03	35.58	44.48
C12/L4	36.94	41.56	36.94	46.18
C11/L5	38.20	42.98	38.20	47.75
C10/L6	40.26	45.29	40.26	50.33
C9/L7	41.52	46.71	41.52	51.90
C8/L8	42.78	48.13	42.78	53.48
C7/L9	43.92	49.41	43.92	54.90
C6	46.16	51.93	46.16	57.70



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

	Ordinary hours	Monday to Friday <sup>1</sup>		Public holiday
		First 3 hours	After 3 hours	
<b>% of minimum hourly rate</b>				
	<b>125%</b>	<b>175%</b>	<b>225%</b>	<b>275%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
C14/L2	21.61	30.26	38.90	47.55
C13/L3	22.24	31.13	40.03	48.92
C12/L4	23.09	32.32	41.56	50.79
C11/L5	23.88	33.43	42.98	52.53
C10/L6	25.16	35.23	45.29	55.36
C9/L7	25.95	36.33	46.71	57.09
C8/L8	26.74	37.43	48.13	58.82
C7/L9	27.45	38.43	49.41	60.39
C6	28.85	40.39	51.93	63.47

<sup>1</sup> 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 <sup>1</sup>	Other than day shift	Public holiday
	<b>100%</b>	<b>140%</b>	<b>155%</b>	<b>275%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
C14/L2	21.61	24.21	26.80	47.55
C13/L3	22.24	24.91	27.57	48.92
C12/L4	23.09	25.86	28.63	50.79
C11/L5	23.88	26.74	29.61	52.53
C10/L6	25.16	28.18	31.20	55.36
C9/L7	25.95	29.06	32.18	57.09
C8/L8	26.74	29.95	33.15	58.82
C7/L9	27.45	30.74	34.04	60.39
C6	28.85	32.31	35.77	63.47

<sup>1</sup> **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				
	175%	190%	205%	190%	205%
	\$	\$	\$	\$	\$
C14/L2	30.26	32.85	35.44	32.85	35.44
C13/L3	31.13	33.80	36.47	33.80	36.47
C12/L4	32.32	35.09	37.86	35.09	37.86
C11/L5	33.43	36.29	39.16	36.29	39.16
C10/L6	35.23	38.25	41.27	38.25	41.27
C9/L7	36.33	39.44	42.56	39.44	42.56
C8/L8	37.43	40.64	43.85	40.64	43.85
C7/L9	38.43	41.72	45.02	41.72	45.02
C6	40.39	43.85	47.31	43.85	47.31
<sup>1</sup> <b>Continuous shiftworkers—weekend work</b> - eight hours in any shift between midnight Friday and midnight Sunday in accordance with clause 26.4. <sup>2</sup> <b>5 day roster—final shift of roster on Sat morning</b> - ordinary time worked between midnight Friday and 8.00 am Saturday in accordance with clause 26.7 <b>NB:</b> different rates apply for <b>overtime weekend crushing shifts</b> , 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	17.29	25.94	34.58	43.23
BT2	17.92	26.88	35.84	44.80
BT3	18.87	28.31	37.74	47.18
BT4	19.98	29.97	39.96	49.95
BT5	20.40	30.60	40.80	51.00

	Ordinary hours	Monday to Friday		Public holiday
		First 3 hours	After 3 hours	
% of minimum hourly rate				
	100%	150%	200%	250%
BT6	21.76	32.64	43.52	54.40
BT7	24.81	37.22	49.62	62.03

**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
% of minimum hourly rate				
	100%	115%	130%	250%
	\$	\$	\$	\$
BT1	17.29	19.88	22.48	43.23
BT2	17.92	20.61	23.30	44.80
BT3	18.87	21.70	24.53	47.18
BT4	19.98	22.98	25.97	49.95
BT5	20.40	23.46	26.52	51.00
BT6	21.76	25.02	28.29	54.40
BT7	24.81	28.53	32.25	62.03

**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	34.58	43.23
BT2	35.84	44.80
BT3	37.74	47.18
BT4	39.96	49.95
BT5	40.80	51.00
BT6	43.52	54.40
BT7	49.62	62.03

**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	
		<b>% of minimum hourly rate</b>		
	<b>125%</b>	<b>175%</b>	<b>225%</b>	<b>275%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
BT1	21.61	30.26	38.90	47.55
BT2	22.40	31.36	40.32	49.28
BT3	23.59	33.02	42.46	51.89
BT4	24.98	34.97	44.96	54.95
BT5	25.50	35.70	45.90	56.10
BT6	27.20	38.08	48.96	59.84
BT7	31.01	43.42	55.82	68.23

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

	Day	Afternoon or night	Other than day shift	Public holiday
	<b>125%</b>	<b>140%</b>	<b>155%</b>	<b>275%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
BT1	21.61	24.21	26.80	47.55
BT2	22.40	25.09	27.78	49.28
BT3	23.59	26.42	29.25	51.89
BT4	24.98	27.97	30.97	54.95
BT5	25.50	28.56	31.62	56.10
BT6	27.20	30.46	33.73	59.84
BT7	31.01	34.73	38.46	68.23

## Schedule E—Summary of Monetary Allowances

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 = **\$20.13**.

Allowance	Clause	% of <u>standard rate</u> \$20.13	\$ per hour unless stated otherwise
<b>Field sector</b>			
Work in water and cleaning drains	14.1(a)	4.47	0.90
<b>Milling, distillery, refinery and maintenance</b>			
Applying obnoxious substances	16.1(a)	3.49	0.70
Working with or in close proximity to asbestos allowance	16.1(b)	3.30	0.66
Boiler cleaning—engine driver	16.1(d)	8.20	1.65
Brick cutting	16.1(e)	2.55	0.51
Carting and/or handling cement	16.1(f)	15.55	3.13 per day
Chimney stacks—cleaning and tarring or painting:	16.1(g)		
First four hours		20.74	4.17 for first four hours or any portion thereof
Per hour thereafter		4.25	0.86
Chipping rollers with pneumatic chisels	16.1(h)		
Per hour		3.76	0.76
Minimum per day		19.13	3.85 minimum per day
Cleaner, greaser or oiler—stops or starts engine under supervision	16.1(i)	148.00	29.79 per week
Cleaning dirty machinery	16.1(j)	2.55	0.51
Cleaning dirty molasses tanks	16.1(k)	2.55	0.51
Cleaning under carrier	16.1(l)	2.55	0.51
Confined spaces	16.1(m)	3.49	0.70
Employee handling building blocks:	16.1(n)		
Over 5.5 kg to 9 kg		2.87	0.58

Exposure draft – Sugar Industry Award 2016

Allowance	Clause	% of <u>standard rate</u> \$20.13	\$ per hour unless stated otherwise
Over 9 kg to 18 kg		4.92	0.99
Over 18 kg		7.15	1.44
First aid allowance	16.1(o)	59.59	12.00 per week
Grinding shredder hammer— minimum of four hours	16.1(p)	2.26	0.45 per hour with four hour minimum
Handling molasses	16.1(q)	2.78	0.56
Height money	16.1(r)		
15.24 m to 22.86 m		1.66	0.33
More than 22.86 m		2.55	0.51
High pressure cleaning machine	16.1(s)	2.555	0.51
Crushing season—juice superheaters	16.1(u)	3.40	0.68
Insulation work:	16.1(v)		
Working in dust-laden atmosphere—insulating, deafening or pugging work		3.49	0.70
Handling charcoal, pumice, slagwool, insulwool or other loose material		3.29	0.66
Fixing insulation materials with hot bitumen		3.49	0.70
Using hot bitumen		3.29	0.66
Lagging steam pipes	16.1(w)	2.55	0.51
Operating jackhammers	16.1(x)		
Per hour		2.55	0.51
Minimum per day		13.11	2.64 minimum per day
Pressure welding allowance	16.1(y)	126.94	25.55
Re-bagging lime:	16.1(z)		
General mill workers		2.78	0.56
Shovelling or handling bagged lime—all workers		2.78	0.56
Repair work—tradespersons	16.1(aa)	3.51	0.71
Shot blast or sand blast	16.1(bb)	2.55	0.51

Allowance	Clause	% of <u>standard rate</u> \$20.13	\$ per hour unless stated otherwise
Spot welding mill rollers	16.1(cc)		
In operation while crushing in progress		19.87	4.00
During crushing season while crushing not in progress		10.13	2.01
Automatic spot welding during crushing season while crushing in progress		10.13	2.04
Automatic spot welding during crushing season while crushing not in progress		5.07	1.02
Work in water and cleaning drains at a depth of 76.2cm or more	16.1(ee)	2.24	0.45
<b>Bulk sugar terminal operations</b>			
First aid allowance	18.1(a)	99.11	19.95 per week
Workplace co-ordinators allowance	18.1(b)	1.65	0.33

### 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	\$
<b>Field sector</b>		
Vehicle allowance	14.2(a)	0.78 per km
<b>Milling, distillery, refinery and maintenance</b>		
Meal allowance—overtime	16.2(a)	13.51 per occasion
Tool allowance—tradespersons	16.2(b)	21.47 per week
Vehicle allowance	16.2(d)	0.78 per km
<b>Bulk sugar terminal operations</b>		
Meal allowance—overtime	18.2(a)	16.92 per occasion
Tool allowance—tradespersons	18.2(b)	23.80 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:

<b>Allowance</b>	<b>Applicable Consumer Price Index figure</b>
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

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## **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

**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](http://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 **\$81** 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 **\$81** 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

### 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.

Parties are asked to identify “*any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997*” that they consider should not be covered by this Schedule.

**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 per week	Year 11 per week	Year 12 per week
School leaver	295.10	325.00	387.20
Plus 1 year out of school	325.00	387.20	450.60
Plus 2 years out of school	387.20	450.60	524.40
Plus 3 years out of school	450.60	524.40	600.40
Plus 4 years out of school	524.40	600.40	
Plus 5 or more years out of school	600.40		

#### (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 per week	Year 11 Per week	Year 12 per week
School leaver	295.10	325.00	376.80
Plus 1 year out of school	325.00	376.80	433.40
Plus 2 years out of school	376.80	433.40	508.20

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per week</b>	<b>Per week</b>	<b>per week</b>
Plus 3 years out of school	433.40	508.20	579.70
Plus 4 years out of school	508.20	579.70	
Plus 5 or more years out of school	579.70		

**(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:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per week</b>	<b>per week</b>	<b>per week</b>
School leaver	295.10	325.00	376.80
Plus 1 year out of school	325.00	376.80	424.10
Plus 2 years out of school	376.80	424.10	473.80
Plus 3 years out of school	424.10	473.80	527.90
Plus 4 years out of school	473.80	527.90	
Plus 5 or more years out of school	527.90		

**(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:

<b>Wage level</b>	<b>First year of traineeship</b>	<b>Second and subsequent years of traineeship</b>
	<b>per week</b>	<b>per week</b>
Wage Level A	623.50	647.70
Wage Level B	601.60	624.70



Wage level	First year of traineeship	Second and subsequent years of traineeship
	per week	per week
Wage Level C	547.50	568.20

## 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:

	Highest year of schooling completed		
	Year 10 per hour	Year 11 per hour	Year 12 per hour
School leaver	9.71	10.70	12.74
Plus 1 year out of school	10.70	12.74	14.83
Plus 2 years out of school	12.74	14.83	17.25
Plus 3 years out of school	14.83	17.25	19.74
Plus 4 years out of school	17.25	19.74	
Plus 5 or more years out of school	19.74		

### (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 per hour	Year 11 per hour	Year 12 per hour
School leaver	9.71	10.70	12.40
Plus 1 year out of school	10.70	12.40	14.26
Plus 2 years out of school	12.40	14.26	16.73
Plus 3 years out of school	14.26	16.73	19.08
Plus 4 years out of school	16.73	19.08	
Plus 5 or more years out of school	19.08		

**(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:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
School leaver	9.71	10.70	12.40
Plus 1 year out of school	10.70	12.40	13.95
Plus 2 years out of school	12.40	13.95	15.58
Plus 3 years out of school	13.95	15.58	17.36
Plus 4 years out of school	15.58	17.36	
Plus 5 or more years out of school	17.36		

**(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:

<b>Year of schooling</b>	
<b>Year 11 or lower</b>	<b>Year 12</b>
<b>per hour</b>	<b>per hour</b>
9.71	10.70

**(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:

<b>Wage level</b>	<b>First year of traineeship</b>	<b>Second and subsequent years of traineeship</b>
	<b>per hour</b>	<b>per hour</b>
Wage Level A	20.51	21.31
Wage Level B	19.77	20.54
Wage Level C	18.01	18.70

**(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

Parties have agreed in principle to delete from H.7.3 Wage Level C the following:

- Agri-Food
- Amenity Horticulture
- Conservation and Land Management
- Rural Production

And insert:

- Agriculture, Horticulture and Conservation and Land Management. Level I, II and III.

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	I, II, III

Exposure draft – Sugar Industry Award 2016

<b>Training package</b>	<b>AQF certificate level</b>
Framework	
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
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

<b>Training package</b>	<b>AQF certificate level</b>
Water Industry (Utilities)	III

### H.7.2 Wage Level B

<b>Training package</b>	<b>AQF certificate level</b>
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
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

<b>Training package</b>	<b>AQF certificate level</b>
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**

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

Parties have agreed in principle that Schedule I be removed – Definitions now appear at clause 2.

**ANNEXURE G**

**SUMMARY OF PROPOSED VARIATIONS (amended)**



### SUMMARY OF PROPOSED VARIATIONS

This table is a summary of proposed variations lodged for this award on or before 5.00pm on 18 May 2016 and as amended on 3 June 2016.

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

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					concept of an award ‘covering’ employees and an award ‘applying’ to employees.		
4.	NFF	<u>Sub-14Apr16</u>	2.3	4	<b>NES</b> Clause should be amended to reflect current award and make provisions for situations where there is no noticeboard or internet coverage.	Page 4	Agreed wording in Exposure Draft 3 at clause 3.3
	AMWU	<u>ReplySub-5May16</u>			In response to NFF - This is a standard award clause settled by [2014] FWCFB 9412	Page 2	
	AIG	<u>Reply sub – 5May16</u>			Does not support specific amendment proposed by NFF given the proposed deletion of a reference to “electronic means”. Party suggests alternative wording and submits a consistent approach should be adopted across all awards.	Paras 271 – 273	
5.	ASMC	<u>Sub-10Mar16</u>	3.2(a)		<b><i>In response to: Parties are asked to confirm the currency of the terms “Cane Protection and Productivity Boards” and “Bureau of Sugar Experiment Stations”</i></b> Cane Protection and Productivity Boards are referred to Prod Services and Bureau of Sugar Experiment Stations is known as Sugar Research Australia.	Page 1	Agreed wording in Exposure Draft 3 at clause 4.2(a)
	NFF	<u>Sub-14Apr16</u>			‘Cane Production and Productivity	Page 4	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					Boards' should be replaced with 'Productivity Services'. 'Bureau of Sugar Experiment Stations' should be replaced with 'Sugar Research Australia'		
	ABI&NS WBC	<u>Sub-15Apr16</u>			'Cane Protection and Productivity Boards' and 'Bureau of Sugar Experiment Stations' should be replaced with 'Local Productivity Services' and 'Sugar Research Australia' respectively.	Para 20.1	
	AWU	<u>Sub-17Apr16</u>			Existing terms remain relevant.	Page 2	
	AMWU	<u>ReplySub-5May16</u>			Terms "Local Productivity Services" and "Sugar Research Australia" appear to be current relevant terms	Page 1	
	AWU	<u>ReplySub-5May16</u>			In response to ASMC and ABI&NSWBC - Agree with reference "Cane Production and Productivity Boards" being replaced with "Productivity Services" and "Bureau of Sugar Experiment Stations" being replaced with "Sugar Research Australia"	Para 3 page 1	
	AIG	<u>Reply sub - 5May16</u>			Does not oppose suggestions by ASMC, ABI and NFF.	Para 274	
6.	ASMC	<u>Sub-10Mar16</u>	3.2(b)-(e)	4	<b><i>In response to: Parties are asked to</i></b>	Page 1	Parties do not want

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

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
7.	NFF	<u>Sub-14Apr16</u>	3.4		<b>Coverage</b> Clause should be moved to a subsection of clause 3.7	Page 4	Agreed wording in Exposure Draft 3 in clause 4.6.
	AMWU	<u>ReplySub-5May16</u>			Do not oppose moving clause 3.4 under the heading at clause 3.7	Page 1	
	AWU	<u>ReplySub-5May16</u>			In response to NFF - Submits there is some merit to this amendment but it is not clear that it will make the award any clearer.	Para 17 page 3	
	AIG	<u>Reply sub – 5May16</u>			Does not oppose NFF’s proposal.	Para 279	
8.	NFF	<u>Sub-14Apr16</u>	3.5, 3.6		<b>Coverage</b> References to ‘the industry set out in clauses 3.1 and 3.2’ should be replaced with ‘the sugar industry’	Page 4	NFF not pressing.
	AMWU	<u>ReplySub-5May16</u>			In response to NFF – These are standard award clauses and should not be varied.	Page 2	
	AWU	<u>ReplySub-5May16</u>			In response to NFF - Submits there is some merit to this amendment but it is not clear that it will make the award any clearer.	Para 17 page 3	
	AIG	<u>Reply sub – 5May16</u>			Not opposed to NFF re clause 3.5. Re clause 3.6, party does not agree with NFF changes as it would result in the deletion of the words “and/or parts of industry” which would be a substantive change.	Paras 280 – 282	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
9.	NFF	<u>Sub-14Apr16</u>	3.7		<b>Coverage</b> The Fair Work Act 2009 (Cth) need not be spelled out in full	Page 4	NFF not pressing.
	AMWU	<u>ReplySub-5May16</u>			In response to NFF – These are standard award clauses and should not be varied.	Page 2	
	AWU	<u>ReplySub-5May16</u>			In response to NFF - Submits there is some merit to this amendment but it is not clear that it will make the award any clearer.	Para 17 page 3	
	AIG	<u>Reply sub – 5May16</u>			Do not oppose NFF’s proposal	Para 283	
10.	NFF	<u>Sub-14Apr16</u>	3.8		<b>Coverage</b> Clauses 3.3 and 3.8 are in conflict. Clause 3.8 should operate subject to clause 3.3	Page 4	Not agreed NFF pressing
	AMWU	<u>ReplySub-5May16</u>			In response to NFF – Clause 3.3 specifies where the Sugar Award does not have coverage, while 3.8 is where more than one award has coverage. These do not seem incompatible.	Page 2	
	AIG	<u>Reply sub – 5May16</u>			Does not consider there to be a conflict between clauses 3.3 and 3.8 and supports retention of the two clauses.	Paras 284 – 285	
11.	NFF	<u>Sub-14Apr16</u>	5		<b>Facilitative provisions</b> Clause is unnecessary. If it is to be included, list should be complete.	Page 5	NFF pressing
	AMWU	<u>ReplySub-</u>			This is a standard award clause settled by	Page 1	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
		<u>5May16</u>			[2014] FWCFB 9412		
	AWU	<u>ReplySub-5May16</u>			Inclusion of facilitative provisions is a matter which has been debated and determined on a general level [[2014] FWCFB 9412]. See no need to depart from the general approach	Para 18 page 3	
	AIG	<u>Reply sub – 5May16</u>			Reference to model flexibility term and clause 6.6(g) should not be inserted into clause 5.2.	Paras 286 – 288	
12.	AWU	<u>Sub-17Apr16</u>	6.1(a)		<b>Types of employment</b> It may be preferable to delete the term “maximum” and use a facilitative provision if necessary in parts of the Exposure Draft which allow for agreement over weekly ordinary hours.	Page 2	Agreed wording in Exposure Draft 3 at clause 7.1(a)
	NFF	<u>Reply-sub-5May16</u>			Agrees with the AWU submission that the word “maximum” could be deleted from this clause	Para 8 page 2	
	AIG	<u>Reply sub – 5May16</u>			Oppose proposed AWU amendment as it may substantively affect interaction between clauses 6.1 and 6.2.	Paras 289 – 290	
13.	AWU	<u>Sub-17Apr16</u>	6.1(b)		<b>Types of employment</b> The word ‘seasonal’ should be deleted.	Pages 2-3	Agreement reached on new definition wording in Exposure Draft 3 at clause 7.6.

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
							AWU has additional issues but agreed with wording in Exposure Draft 3 at clause 7.6.
	NFF	<u>Reply-sub-5May16</u>			Does not agree with AWU that the word “seasonal’ should be deleted from the definition	Para 9 page 2	
	AIG	<u>Reply sub – 5May16</u>			Opposes deletion of term “season” as proposed by AWU and ED wording should be retained.	Para 291	
14.	ASMC	<u>Sub-10Mar16</u>	6.2(e)	10.3(e)	<b><i>In response to: Parties are asked whether a provision that limits the maximum number of hours of a part-time employee to less than 38 is permissible.</i></b> For consistency recommend that the maximum number of ordinary hours of work permissible for a part-time employee is 38 hours per week.	Page 1	Agreed. Provision deleted (see clause 7.2(e))
	ABIU	<u>Sub-14Apr16</u>			Restrictions on hours of work are not about permitted matters under s.139 of the FW Act	Page 5	
	ABI&NS WBC	<u>Sub-15Apr16</u>			Such a provisions does not appear to be inconsistent with s.139 or s.62(b) of the FW Act	Para 20.4	
	NFF	<u>Sub-14Apr16</u>			Restrictions on hours of work are not	Para 29-33	



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

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
		<u>5May16</u>			endorses submissions of NFF in respect of s.139(1)(c).		
15.	AWU	<u>Sub-17Apr16</u>	6.2(g)		<b>Part-time employment</b> Amend clause to read ‘...must be paid for ordinary hours work at least the minimum hourly rate for the class of work performed.’	Page 3	AWU withdraws claim.
	NFF	<u>Reply-sub-5May16</u>			Does not agree with the AWU submission. Other terms of the award will have the effect of ensuring that a casual employee is paid at least the minimum hourly rate.	Para 11, page 3	
	ABI&NS WBC	<u>Reply sub – 6May16</u>			Oppose AWU. Words “at least would materially change effect of provision and potentially create uncertainty for employers as to what actually applies.	Page 11, para 20.1	
	AIG	<u>Reply sub – 5May16</u>			Does not view AWU’s proposal as necessary.	Para 293	
16.	ASMC	<u>Sub-10Mar16</u>	6.3	10.4	<b>Casual employment</b> Party submits that casual employees are required – i.e. casual watchmen, Technical Field department employees.	Page 1	No longer necessary.
	AMWU	<u>ReplySub-5May16</u>			Submits issue has been referred to <u>AM2014/196</u> as per directions 29/06/15	Page 2	
17.	FWO	<u>Corro-02/03/15</u>	6.3	11.3(a)	<b>Piecework Rate</b> Query whether the calculation of the minimum piece rate (clause 20.2) for casual employees should include the casual loading and, if so, how the casual	Item 37 page 9	Employer parties want this item referred to the casual Full Bench. AWU wants issue dealt

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

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
		<u>5May16</u>			vocational education and training delivery structure and this affects many awards and should be dealt with consistently. Additionally appears that <i>Australian Industry and Skills Committee</i> may be relevant body but this may require further clarification.		

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
20.	NFF	<u>Sub-14Apr16</u>	7.5, Schedule H		<b>Apprentices</b> Reference to 'National Skills Standards Council' should be changed to 'Ministerial Council for Tertiary Education and Employment'	Page 6-7	General issue, not limited to this Award.
21.	ASMC	<u>Sub-10Mar16</u>	10.2(c)	29.2(c)	<i>In response to: Parties are asked to comment on how clause 10.2(c) interacts with clause 25.2(b) and what the correct rate is for field sector employees working on Sundays</i> Clause 10.2(c) states the payment when ordinary time is worked on a Saturday and Sunday – i.e. T1/2. Clause 25.2(b) states the payment when working on rosters days off being Saturday and Sunday – T1/2 and DT payment applies. Party submits clear difference between the two clauses however additional wording is required at 25.2(b) to clarify that all payment applies to overtime.	Page 2	Agreed. Amendment in Exposure Draft 3 to clause 29(2)(c).
	ABI	<u>Sub-15Apr16</u>			Submits that the two clauses envisage the payment of different penalties in different circumstances. While 10.2(c) concerns ordinary time worked on Saturdays and Sundays, clause 25.2(b) deals with <u>overtime</u> worked on a Sunday.	Para 20.5 and 20.6 page 19	

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

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					of 25.2(b) should not be changed by any narrowing to only specify overtime such as that put by ABI.		
	AWU	<u>ReplySub-5May16</u>			In response to ASMC and ABI & NSWBC - Accepts that clause 10.2(c) refers to ordinary time rates and clause 25.2 to overtime.	Para 5 page 2	
	ABI&NS WBC	<u>Reply sub – 6May16</u>			Oppose AWU position and relies on para 20.5 of 15 April 2016 submissions.	Page 11, para 20.0	
	AIG	<u>Reply sub – 5May16</u>			AIG does not consider there to be a conflict between clauses 10.2(c) and clause 25.2(b). AIG would not oppose amendment sought by ABI or NFF.	Paras 295 – 296	
22.	NFF	<u>Sub-14Apr16</u>	10.2(d)(iii )		<b>Hours of work</b> Second dot point should become two separate dot points.	Page 6	Agreed. New wording in Exposure Draft 3 at clause (11.2(d))
	AIG	<u>Sub-14Apr16</u>			Second dot point should be separated into two distinct dot points	Para 420-421	
	NFF	<u>Reply-sub-5May16</u>			Agrees with amendments proposed by AIG.	Para 14 page 3	
	AMWU	<u>ReplySub-5May16</u>			Does not oppose additional bullet point	Page 1	
	AWU	<u>ReplySub-5May16</u>			Agrees with amendments proposed by AIG	Para 37 page 5	
23.	AWU	<u>Sub-17Apr16</u>	10.3(d)		<b>Hours of work – other than field sector – work outside spread</b>	Para 20, page 3	Agreed. New wording in Exposure

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					Current wording of cl captures work outside the span even if the employee has already performed in excess of 38 hours per week. More standard provisions found in <i>Manufacturing and Associated Industries and Occupations Award 2010</i> and <i>Concrete Products Award 2010</i>		Draft 3 at clause 11.3(d).
	ABI&NS WBC	<u>Reply sub – 6May16</u>			Oppose change sought by AWU. Not clear what effect any change to the wording of this clause would have.	Page 11, para 20.3	
	AIG	<u>Reply sub – 5May16</u>			AWU’s proposal should be subject to discussion between interested parties during any future conferences.	Para 297	
24.	AIG	<u>Sub-14Apr16</u>	10.3(e)(iii)		<b>Notice of rostered days off</b> Second dot point should be separated into two distinct dot points	Para 422	Agreed. New wording in Exposure Draft 3.
	NFF	<u>Reply-sub- 5May16</u>			Agrees with amendment proposed by AIG	Para 15 page 3	
	AWU	<u>ReplySub- 5May16</u>			No opposed to the suggested addition of an extra dot point.	Para 21 page 4 Para 37 page 5	
	AIG	<u>Reply sub – 5May16</u>			Change proposed by NFF should be made.	Para 298	
25.	AIG	<u>Sub-14Apr16</u>	11.1(a)	30.1(a)	<b>Meal breaks</b> Clause should be amended to read ‘between 30 and 60 minutes’	Paras 423-424	Agreed. New wording in Exposure Draft 3 at clause 12.1(a) and 12.1(c).
	NFF	<u>Reply-sub-</u>			Does not agree with the views of AIG –	Para 16 page 3	



ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
		<u>5May16</u>			clause should remain as is.		
	AWU	<u>ReplySub-5May16</u>			Does not agree with AIGs interpretation and does not think amendment necessary	Para 38 page 5	
26.	AIG	<u>Sub-14Apr16</u>	11.1(a), (c)-(e)	30.1(a)	<b>Meal breaks</b> Exposure draft does not make clear that the provisions only apply to day workers, and not shiftworkers.	Para 425	Agreed. New wording in Exposure Draft 3 at clause 12.1.
	NFF	<u>Reply-sub-5May16</u>			Agrees with AIG submission that these clauses could be restructured to make clear that they do not apply to shiftworkers	Para 17 page 3	
	AWU	<u>ReplySub-5May16</u>			In response to AIG – accepts these provisions are confined to day workers under clause e30.1 and are not opposed to this being clarified in the ED.	Para 39 page 5	
27.	AIG	<u>Sub-14Apr16</u>	11.1(c)	30.1(a)	<b>Meal breaks</b> The Exposure Draft, however, deviates from the current clause by requiring that the entire break be taken within the first five hours.	Paras 426-427	Agreed. New wording in Exposure Draft 3 at clauses 12.1 and 12.2.
	NFF	<u>Reply-sub-5May16</u>			Agrees with AIG submission that Ed contains substantive change. Wording in current award should be retained	Para 18 page 3	
	AWU	<u>ReplySub-5May16</u>			Not opposed to current MA words being inserted.	Para 40 page 5	
28.	AWU	<u>Sub-17Apr16</u>	11.1(d)		<b>Meal breaks</b> “Minimum hourly rate” should be	Para 21, page 3	AWU withdraws.

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					replaced with “applicable rate of pay”. If change not made, some employees performing ordinary hours		
		<u>Reply-sub-5May16</u>			Does not agree with AWU proposal.	Para 19 page 3	
	ABI&NS WBC	<u>Reply sub – 6May16</u>			Oppose AWU proposal as this would be a substantive change to content of current award.	Page 11, para 20.4	
	AIG	<u>Reply sub – 5May16</u>			Strongly opposes AWU’s proposed amendment. Submits proposed definition is inherently problematic and will result in a substantive change to entitlements. Further, proposal would require the application of a relevant penalty on a rate already incorporating other penalties and loadings.	Paras 299 – 301	
30.	AWU	<u>Sub-17Apr16</u>	11.1 and 11.2		<b>Meal breaks and crib breaks</b> The break for a shift worker is referred to as a “meal” break in cl 11.1 and a “crib” break in cl 11.2. It would be preferable to consistently use the term “meal” throughout.	Para 22, page 3	Agreed. Amendment in Exposure Draft 3 at clauses 12.1 and 12.2.
	NFF	<u>Reply-sub-5May16</u>			AWU submission to replace ‘crib’ with ‘meal’ is not appropriate as they are different substantive concepts.	Para 20 page 3	
	AIG	<u>Reply sub – 5May16</u>			Not opposed to AIG’s proposal.	Para 302	
31.	ASMC	<u>Sub-10Mar16</u>	11.5(c)	15	<b><i>In response to: Parties are asked to clarify whether the award should</i></b>	Page 3	Variation not pressed.

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					<p><i>provide an alternative to the employer supplied overtime meal for the field sector. As the award is currently drafted, the milling, distillery, refinery and maintenance and bulk sugar terminal operations sectors provide a meal allowance as an alternative to the provision of a meal.</i></p> <p>Party has proposed new wording to be inserted “after their scheduled hours of work”</p>		

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

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32.	AIG	<u>Sub-14Apr16</u>	11.5(c)	30.3	<b>Meal breaks on overtime</b> Structure of clause has been altered in such a way that it expands the eligibility of the meal allowance.	Para 428-429	Agreed. New wording in Exposure Draft 3 at clause 12.5(c).
		<u>Reply-sub-5May16</u>			Agrees with AIG that this is a substantive change	Para 21 page 4	
	AWU	<u>ReplySub-5May16</u>			In response to AIG – not opposed to amendment on the basis it will reflect clause 30.3 of the award.	Para 41 page 6	
	ABI&NS WBC	<u>Reply sub 6May16</u>			Support AIG that this is a substantive issue and submits either amalgamating clauses 11.5(b) and (c) or insert additional wording “If the employee called out to work overtime is not notified...”	Page 12, 20.6	
33.	AIG	<u>Sub-14Apr16</u>	12.2	38.3	<b>Single contract hourly rate</b> New clause should be inserted to clarify the interaction of the 115% minimum hourly rate with any hours worked that may otherwise attract a shift loading.	Paras 430-431	Agreed. New Wording in Exposure Draft 3 at clause 13.2.
	NFF	<u>Reply-sub-5May16</u>			Agree with AIG that clause should be revised.	Para 23 page 4	
	AWU	<u>ReplySub-5May16</u>			In response to AIG – accept AIG proposal reflects clause 38.3 of the award. However reference to clause 20.1(a) should be amended to clause 12.2	Para 42 page 5	

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	ABI&NS WBC	<u>Reply sub 6May16</u>			Support AIG and note the proposed wording was the result of a content variation approved by the FWC as part of the Modern Awards Review 2012.	Page 12, para 20.7	
34.	FWO	<u>Corro-02/03/15</u>	12.3	20.2(a)	<b>Piecework Rate</b> Query whether the calculation of the minimum piece rate for employees performing work during penalty hours should take into account penalty rates in the Award, and if so, how these and the additional 20% piecework loading interact.	Item 36 page 9	Issue to be determined by casual Full Bench of Sugar Award Full Bench.
35.	AIG	<u>Sub-14Apr16</u>	12.3(d)		<b>Piecework</b> Reference to clause 12.1 should be to clause 12	Paras 432-433	Agreed. Inserted into Exposure Draft 3 at clause 13.3(d).
	NFF	<u>Reply-sub-5May16</u>			Suggests AIG concern could be resolved by including reference to clauses 12.3 and 12.4 in clause 12.3(d)	Para 24 page 4	
	AWU	<u>ReplySub-5May16</u>			In response to AIG – not opposed to this amendment	Para 43 page 6	
36.	AIG	<u>Sub-14Apr16</u>	12.3(e)		<b>Piecework</b> Reference to clause 12.1 should be to clause 12	Paras 434-435	Agreed. Amendment to Exposure Draft 3 at clause 13.3(d).
	NFF	<u>Reply-sub-5May16</u>			Suggests AIG concern could be resolved by including reference to clauses 12.3 and 12.4 in clause 12.3(d)	Para 24 page 4	

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	AWU	<u>ReplySub-5May16</u>			In response to AIG – not opposed to this amendment	Para 43 page b6	
37.	AIG	<u>Sub-14Apr16</u>	13.1(a)	21.2	<b>Work in water and cleaning drains</b> Clause should be amended to specify that allowance is only payable for the time engaged in such work.	Paras 436-437	Agreed. Amendment to Exposure Draft 3 at clause 14.1(a).
	AWU	<u>ReplySub-5May16</u>			In response to AIG – not opposed to amendment.	Para 44 page 6	
38.	NFF	<u>Sub-14Apr16</u>	14.1-2, 17.1-2, 20.1-2		<b>Payment of wages</b> May be sensible to inert a single version of this clause so as to avoid duplication	Page 6	Agreed. Provisions amalgamated into Part 7 in Exposure Draft 3.
	AWU	<u>Sub-17Apr16</u>			Provisions are currently replicated, and should instead appear in Part 7—Other wage related provisions. The words “ordinary hours” should be deleted and replaced with “according to the actual hours worked each week”.	Pages 1-2 and para 24 page 4	
	NFF	<u>Reply-sub-5May16</u>			Duplication of entitlements should be avoided in the ED. Does not agree with AWU that the words “ordinary hours” should be deleted from clauses 14.1, 17.1 and 20.1	Para 26 and 27 page 4	
	AWU	<u>ReplySub-5May16</u>			In response to NFF – relies on submission dated 17 April 2016	Para 23 page 4	
	AIG	<u>Reply sub – 5May16</u>			Does not consider proposed AWU amendment is necessary but does not oppose AWU’s suggestion that clauses need only appear once in Part 7 – Other	Para 305	

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					Wage Related Provisions.		
39.	NFF	<u>Sub-14Apr16</u>	14.3		<b>Higher duties</b> Replaced ‘highest’ with ‘higher’ wherever used.	Page 6	Agreed. Moved to Part 7 of Exposure Draft 3, and clause amended, as clause 20.
	AIG	<u>Reply sub – 5May16</u>			Does not oppose NFF’s submission.	Para 307	
40.	AWU	<u>Sub-17Apr16</u>	14.3, 17.5		Provisions are currently replicated, and should instead appear in Part 7—Other wage related provisions.	Page 2	Agreed. Amalgamated and moved to Part 7, clause 19.
	AIG	<u>Reply sub – 5May16</u>			Does not oppose AWU suggestion.	Para 304	
41.	ASMC	<u>Sub-10Mar16</u>	15.4(d)	40.4(d)	<b><i>In response to: Parties are asked to clarify if junior employees receive only the relevant percentage of wage and/or expense related allowances in clause 16.</i></b> Sugar pays according to the job actually being done. Junior wage or expense related allowances are not paid.	Page 3	Agreed. Amended in Exposure Draft 3, clause 15.6(d)
	AWU	<u>Sub-17Apr16</u>			It is not appropriate for junior employees to only receive a proportion and the cl should be amended to clarify that junior employees receive the full allowance rates.	Para 25 page 4	
	AMWU	<u>ReplySub-</u>			Supports proposition that where juniors	Page 1	



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

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					award.		
	AIG	<u>Reply sub – 5May16</u>			Opposes introduction of terminology and clause should not be amended.	Para 313 – 315	
45.	ABI&NS WBC	<u>Sub-15Apr16</u>	16.1(f)(ii), 16.1(r)		<b>Allowances</b> Not opposed to a sensible rounding of the measurements	Para 20.8	Not agreed.
	AWU	<u>ReplySub- 5May16</u>			In response to ABI&NSWBC – there is no need to limit these entitlements by increasing the prescribed amounts via rounding.	Para 31 page 4	
	AIG	<u>Reply sub – 5May16</u>			Not opposed to rounding amendments suggested by ABI.	Para 312	
46.	ASMC	<u>Sub-10Mar16</u>	16.1(t)(iii)	22.20(c)	<i>In response to: Parties are asked whether the terms “spelling time” and “gang” should be defined or replaced with more contemporary terminology.</i> Suggests that “spelling time” be replaced with “recovery time” and “gang” replaced with “crew”	Page 3	Agreed. Amendment to Exposure Draft 3 at clause 16.1(t)(iii)

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	AWU	<u>Sub-17Apr16</u>			“Member of the gang” appears clear. “Spelling time” may require clarification.	Para 28, page 4	
	AMWU	<u>ReplySub-5May16</u>			Supports proposal that “spelling time” is replaced by “recovery time” and that “gang” is replaced by “crew”.	Page 1	
	AWU	<u>ReplySub-5May16</u>			In response to ASMC - Not opposed to amendments suggested	Para 7 page 2	
	AIG	<u>Reply sub – 5May16</u>			Does not oppose amendments suggested by ASMC.	Para 316	
47.	ASMC	<u>Sub-10Mar16</u>	16.1(t)(iv)	22.18	<b><i>In response to: It is unclear what allowances are not payable when this allowance is paid. Parties are asked to specify the clauses that do not apply when this allowance applies.</i></b> Party has provided a list of allowances in their submission that are not payable when this allowance is paid.	Page 3	Not agreed.
	ABI&NS WBC	<u>Sub-15Apr16</u>			List of allowances not payable supplied.	Para 20.9	
	AWU	<u>Sub-17Apr16</u>			It is not clear which other allowances are excluded based upon the current wording. CI should be redrafted.	Para 29	
	AWU	<u>ReplySub-5May16</u>			In response to ASMC and ABI&NSWBC - Allowances not payable are 16.1(d), 16.1(m), 16.1(aa) and 16.1(dd)	Para 8 page 2	
48.	ABI&NS	<u>Sub-15Apr16</u>	16.1(v)(iii)		<b><i>In response to: Parties are asked to</i></b>	Para 20.10	Agreed. New

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
	WBC		)		<i>clarify whether the term “in addition to the rates prescribed” refers to the allowances in 16.1(v)(i) and (ii) or the employee’s hourly rate.</i> Refers to the allowance of \$0.66 set out in clause 16.1(v)(iv)		wording in Exposure Draft 3 at clause 16.1(v)(iii).
	ASMC	<u>Sub-10Mar16</u>			The wording “in addition to the rates prescribed” should be added to clauses 16.1(v)(i) and 16.1(v)(ii)	Page 3	
	AWU	<u>Sub-17Apr16</u>			The reference to “in addition to the rates prescribed” appears intended to clarify this is an additional amount not affected by the payment of any other rates.	Para 30 page 4	
	AWU	<u>ReplySub-5May16</u>			In response to ASMC - Not opposed to the amendments suggested.	Para 9 page 2	
	AIG	<u>Reply sub – 5May16</u>			Does not oppose AMSC’s proposed amendments.	Para 317	
49.	AWU	<u>Sub-17Apr16</u>	16.1(dd)		<b>Allowances – work in rain</b> Submits that the rate should be 200% of the “applicable rate of pay”.	Para 31 page 4	AWU withdraws.
	ABI&NS WBC	<u>Reply sub 6May16</u>			Oppose AWU proposal as this would be a substantive change to content of current award.	Page 11, para 20.4	
	AIG	<u>Reply sub – 5May16</u>			Opposes introduction of terminology.	Paras 318 – 320	
50.	ASMC	<u>Sub-10Mar16</u>	17.3(c)	27.3(c)	<i>In response to: Parties are asked to clarify the effect of clauses 17.3(b) and</i>	Page 4	Not agreed. Employers want

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					<p><i>(c) in respect of the hourly rates defined in Schedule D.2, which are based on a 38 hour week.</i></p> <p>The hourly pay rates defined in Schedule D.2 are calculated on a 38 hourly divisor hence are applicable to those employees deemed to be seasonal as in clause 17.3 (b) – 38 hour divisor. Pay rates for employees on 40 and 36 divisors are not accommodated.</p>		Schedule D amended or simplified. Unions wish to retain existing Appendix.
	ABI&NS WBC	<u>Sub-15Apr16</u>			The hourly rates set out at Schedule D.2 doesn't contemplate method of payment set out at 17.3 since they are based on a 38 hour week only. This does not reflect the correct pay rate for non-seasonal employees during nominal slack season or the applicable pay rate for all employees during nominal crushing season.	Para 20.11-12	
	AIG	<u>Sub-14Apr16</u>			Clauses 17.3(b) and (c) have not been accommodated in the Schedule D.2, as the rates there prescribed are based on a 38 hour week. A clear notation should be inserted that the Schedule D.2 hourly rates do not necessarily apply, with references to the aforementioned clauses.	Para 438	
	AWU	<u>ReplySub-5May16</u>			In response to ASMC - It appears the weekly rate in clause 15.1 needs to be	Para 10 page 2 Para 33 page 5	

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					used for the calculations involving a divisor of 36 or 40 as opposed to the hourly rates in Schedule D.2. In response to ABI&NSWBC – not opposed to the inclusion of additional rate schedules.		
	ABI&NSWBC	Reply sub 6May16			History of provisions can be traced to Sugar Milling Industry Award 2005 (Qld) (Milling NAPSA). Clauses 17.3, 26.9(a) and 26.10(a) replicate those in the Milling NAPSA. Party reserved right to make further submissions.	Page 12, Paras 20.08 – 20.11	
51.	AIG	<u>Sub-14Apr16</u>	17.4		<b>Absences from duty under an averaging system</b> Clause should be relocated so that it applies to all employees.	Para 439	Agreed. Exposure Draft 3 moved to Part 7 as clause 19.3.
	AWU	<u>Sub-17Apr16</u>			<b>Payment of wages – absences from duty under an averaging system</b> In addition to this clause seemingly applying to all sectors, the practical effect of the provision is unclear.	Para 32 page 5	
	NFF	<u>Reply-sub-5May16</u>			Notes submission of AWU. It is clear this clause only applies in relation to Part 5 of the Award (that is, milling, distillery, refinery and maintenance operations).	Para 28 page 4	
	AWU	<u>ReplySub-5May16</u>			In response to AIG – agrees and refers to initial submissions on 17 April 2016 at	Para 46 page 6	

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	AIG	<u>Reply sub – 5May16</u>			[8]. Substantial change and clause should be relocated to Part 7 – Other Wage Related Provisions. Party supports retention of clause 17.4 and disagrees with AWU about its unclear practical effect.	Paras 321 -322	
52.	ASMC	<u>Sub-10Mar16</u>	17.4(c)	27.4(c)	<i>In response to: Clause 17.4(c) is currently drafted “...will incur a proportion of the debit for the day, based upon the proportion of the working day that the employee was in attendance”. Should it be drafted, as below, where the proportion of the debit is based on the proportion of the day the employee was NOT in attendance?</i> Party has provided amendment in submission.	Page 4	Agreed. Amendment in Exposure Draft 3 clause 19.3.
	ABI&NS WBC	<u>Sub-15Apr16</u>			The current drafting of the exposure draft is correct.	Para 20.13	
	AWU	<u>ReplySub-5May16</u>			In reply to ASMC and ABI&NSWBC – the current terminology is unclear. Clause may be improved if an hourly system is used as opposed to days.	Para 11 page 2 Para 34 page 5	

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53.	ASMC	<u>Sub-10Mar16</u>	25.2(b)	29.2(b)	<p><i>In response to: Parties are asked to comment on how clause 25.2(b) interacts with clause 10.2(c), and what the correct rate is for field sector employees working on Sundays. Should clause 25.2(b) refer to “overtime work” rather than “all work”? – see Correspondence from the FWO</i></p> <p>Clause 10.2 (c) references ordinary time worked on a Saturday or Sunday. For clarity, clause 25.2 (b) should refer to overtime work rather than all work. The heading of clause 25.2 should read “Payment for working overtime on Saturdays, Sundays or on Rostered Days Off”.</p>	Page 4	Agreed. Amendment to clause 25.2(b) in Exposure Draft 3.
	NFF	<u>Sub-14Apr16</u>			<p>Overtime provisions in clause 25 do not apply until an employee has worked 152 hours over a four week period.</p> <p>Ordinary time worked on a Saturday and Sunday is paid in accordance with clause 10.2(c) (i.e. 150% of the minimum hourly rate)</p>	Page 6-7	
	ABI&NS WBC	<u>Sub-15Apr16</u>			<p>The two clauses envisage payment of different penalties in different circumstances. One is concerned with ordinary time worked on Saturdays and Sundays, the other with overtime worked on a Sunday.</p>	Para 20.5-6	



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	AWU	<u>ReplySub-5May16</u>			In response to NFF – don't accept that overtime will only be payable after an employee has worked 152 hours over a 4 week period. The ordinary hours have to be fixed under clause 10.2(c) and hours in addition to these will be overtime, even if the 152 hours over a 4 week period has not been worked. This is confirmed by cl 25.1(c)	Para 24 page 4	
54.	AIG	<u>Sub-14Apr16</u>	25.4(a)		<b>Length of rest period</b> Reinstate current wording: phrase 'where possible' should be replaced with 'reasonably practicable'.	Para 440	Agreed. Amendment to clause 25.4(a) in Exposure Draft 3.
	AWU	<u>ReplySub-5May16</u>			In response to AIG – not opposed to an amendment to reflect clause 31.4(a) of the award.	Para 47 page 6	
55.	AWU	<u>Sub-17Apr16</u>	26.2		<b>Shiftwork definitions</b> Definition of "shift worker" should be deleted as it creates ambiguity with the provisions which follow because they are not confined to employees working in a 24/7 continuous operation. The definition appears more directed at the entitlement to an additional week of annual leave as per clause 27.2	Para 33 page 5	Parties considering new definition. (note: in clause 26.2 of Exposure Draft 3)

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	AIG	<u>Reply sub – 5May16</u>			Opposes AWU’s suggested removal of definition and it would amount to a substantial change to award.	Para 323	
56.	AWU	<u>Sub-17Apr16</u>	26.5(b)		<b>Afternoon and night shift allowances – other than field sector</b> CI seems to prohibit the working of continuous night shifts. If this is not the case, a loading of 30% should apply. Reference to 30% shift loading being paid “instead of any other shift allowance” appears intended to be confined to the 15% loading which would otherwise apply.	Para 34 page 5	Agreed. Amendment in Exposure Draft 3 at clause 26.5(b).
	NFF	<u>Reply-sub- 5May16</u>			Notes submission of AWU and considers that this clause does not prohibit the working of continuous night shift in the absence of a specific reference to them.	Para 29 page 4	
	AIG	<u>Reply sub – 5May16</u>			Disagrees with AWU.	Para 324	
57.	ASMC	<u>Sub-10Mar16</u>	26.9	32.9	<b><i>In response to: Clause 26.9 provides that the roster system may be approved by the Fair Work Commission. Is there a legislative mechanism that provides for this?</i></b> There are recent changes to the FWA where if there is major change, employees who are impacted by the roster change are invited to give their views regarding the impact of the change	Page 4	Agreed. Amendment in clause 32.9 of Exposure Draft 3.

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
					(including any impact in relation to their family or caring responsibilities).		
	ABI&NS WBC	<u>Sub-15Apr16</u>			Party not aware of any express legislative mechanism which would confer a power on the Commission to approve a roster system, save perhaps for consent arbitration under clause 35.5 of the exposure draft.	Para 20.14	
	NFF	<u>Reply-sub-5May16</u>			The FWC has power to approve a roster system through a consent arbitration under s.595(3) or 739(4) of the FW Act	Para 30 page 4	
	AWU	<u>ReplySub-5May16</u>			In response to ABI&NSWBC – if the word “approved” is changed to “determined” it appears there would be jurisdiction for the Commission to resolve the matter under s.739 of the Act.	Para 35 page 5	
	ABI&NS WBC	<u>Reply sub 6May16</u>			History of provisions can be traced to <i>Sugar Milling Industry Award 2005 (Qld)</i> (Milling NAPSA). Clauses 17.3, 26.9(a) and 26.10(a) replicate those in the Milling NAPSA. Party reserved right to make further submissions.	Page 12, Paras 20.08 – 20.11	
57A	ABI&NS WBC	<u>Reply sub 6May16</u>	26.10(a)		<b>Nominal slack season – shiftwork</b> History of provisions can be traced to <i>Sugar Milling Industry Award 2005 (Qld)</i> (Milling NAPSA). Clauses 17.3, 26.9(a) and 26.10(a) replicate those in the Milling NAPSA. Party reserved right to make further submissions.	Page 12, paras 20.08 – 20.11	Not pressed. No change in Exposure Draft 3.

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
58.	AWU	<u>Sub-17Apr16</u>	26.10(g)		<b>Nominal slack season – shiftwork</b> The 20% figure is used instead of “one fifth” in other parts of the ED and should be inserted here.	Para 35 page 5	Agreed. Amendment in Exposure Draft 3 at clause 26.10(9).
	NFF	<u>Reply-sub-5May16</u>			Agree the figure should be 20% instead of “one fifth”	Para 31 page 5	
	AIG	<u>Reply sub – 5May16</u>			Does not oppose AWU’s suggested amendment	Para 325	
59.	ASMC	<u>Sub-10Mar16</u>	27.6(c)	33.6(c)	<b><i>In response to: Parties are asked whether clause 27.6(c) requires clarification. This provision appears to have been taken from AN140048 - Bulk Terminals Award - State 2003.</i></b> Further clarification is required around the option being offered to convert 5 travel days to an additional 2% employer’s superannuation contribution for the term of their employment. Eg are the 5 days converted annually; timing of conversion;	Page 4	Parties considering positions.

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	AWU	<u>Sub-17Apr16</u>			Agree the effect of this provision needs to be clarified with reference to the predecessor instrument.	Para 36 page 5	
	AWU	<u>ReplySub-5May16</u>			In response to ASMC – agrees the effect of the provision needs to be clarified.	Para 12 page 2	
	AIG	<u>Reply sub – 5May16</u>			Should clause 27.6(c) be amended pursuant to the AWU’s submission, AIG requests parties be given an opportunity to review and provide comments.	Para 326	
60.	AWU	<u>Sub-17Apr16</u>	33.5 (f)		<b>Redundancy – Bulk terminal employees</b> The reference to “severance payments as set out in clause 32 – Termination of Employment” should be amended to “notice payments”	Para 37 page 5	Agreed. Amendment in Exposure Draft 3 at clause 33.5(f).
	AIG	<u>Reply sub – 5May16</u>			Does not oppose AWU amendment.	Para 327	
61.	ASMC	<u>Sub-10Mar16</u>	35.6	9.6	<i>In response to: Clause 35.6 differs from the standard wording in that it says “safe and legal” instead of “safe and appropriate”. Parties are asked whether this different wording should be maintained.</i> Recommend the wording “safe and legal” is maintained. <b>Legal</b> – authorised/lawful/permitted <b>Appropriate</b> – suitable/correct/fitting	Page 4	Parties do not wish to amend.
	NFF	<u>Sub-14Apr16</u>			NFF supports an approach where no change is made to the wording of the award	Page 7	

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					if a change would alter the meaning of the term.		
	ABI&NS WBC	<u>Sub-15Apr16</u>			The standard wording of ‘safe and appropriate’ should be adopted.	Para 20.15	
	AMWU	<u>ReplySub-5May16</u>			Supports ABI submission - consistent wording of “safe and appropriate”.	Page 1	
	AWU	<u>ReplySub-5May16</u>			In response to ABI&NSWBC – agree to amendment proposed.	Para 36 page 5	
	AIG	<u>Reply sub – 5May16</u>			Does not oppose ASMC and NFF.	Para 328	
62.	NFF	<u>Sub-14Apr16</u>	Schedule D		Columns dealing with Saturday and Sunday overtime rates should be deleted. Alternatively, they should be amended to make clear that the rates only apply after the 152 hours in 4 weeks has been exceeded.	Page 7	Employers wish to delete or simplify Schedule D. Unions wish to retain.
	AWU	<u>ReplySub-5May16</u>			In reply to NFF – does not agree that overtime will only be payable after an employee has worked 152 hours over a 4 week period. The ordinary hours have to be fixed under clause 10.2(a) and hours in addition to these will be overtime, even if the 152 hours over a 4 week period has not been worked. This is confirmed by cl 25.1 (c) of the ED.	Para 25 page 4	
	AIG	<u>Reply sub – 5May16</u>			Does not oppose AWU’s amendment	Para 329	

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
63.	AWU	<u>Sub-17Apr16</u>	Schedule D.3.1		<b>Summary of hourly rates of pay – Bulk terminal operation employees</b> Suggests a footnote is required for the 150% and 200% rates indicating these are paid for work outside the span of ordinary hours.	Para 38 page 5	As above. Item 62.
	AIG	<u>Reply sub – 5May16</u>			Does not oppose AWU’s proposal that a footnote be added.	Para 330	
64.	AWU	<u>Sub-17Apr16</u>	Schedule D.3.2		<b>Summary of hourly rates of pay – Bulk terminal operation employees</b> The heading does not identify these are shift rates and the table does not contain higher rates payable for shifts on the weekend by bulk terminal operators.	Para 39 page 5	As Above. Item 62.
	AIG	<u>Reply sub – 5May16</u>			Does not oppose reference to shift work as referred by the AWU.	Para 331	
65.	ASMC	<u>Sub-10Mar16</u>	H.3.3	Schedule D.3.3	<i>In response to: Parties are asked to identify “any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997” that they consider should not be covered by this Schedule.</i> No training programs identified.	Page 5	
66.	ASMC	<u>Sub-10Mar16</u>	H.7	Schedule	<i>In response to: Parties are asked to</i>	Page 5	Changes to H.7.3 in

ITEM	PARTY	DOCUMENT	CLAUSE (exposure draft)	CLAUSE (current award)	SUMMARY OF ISSUE	THEIR REFERENCE	NOTES
				D1.1	<i>review the packages listed to ensure the lists are complete and up-to-date</i> Reviewed and listed are complete and up-to-date.		Exposure Draft 3.
	NFF	<u>Sub-14Apr16</u>			Training packages listed are complete and up to date.	Page 8	
67.	ASMC	<u>Sub-10Mar16</u>	Schedule I	3	<i>In response to: Parties are to consider whether the terminology in clauses 3.2(b)–(e), regarding the different sectors, should be consistent with the definitions in Schedule I—Definitions.</i> Party responds in the same way to Item 1 of summary.	Page 5	See note to item 6. No change.
68.	NFF	<u>Sub-14Apr16</u>	Schedule I		<b>Location of definitions</b> Definitions should appear in the body of the award, not a schedule at the end.	Page 3	Agreed. Definitions in Schedule I moved to clause 2 in Exposure Draft 3.
	AWU	<u>ReplySub-5May16</u>			In response to NFF – AWU is satisfied with approach of having definitions as a Schedule and does not believe any amendment necessary.	Para 14 page 3	
	AIG	<u>Reply sub – 5May16</u>			This is the approach adopted by the Commission in all Exposure Drafts. And party does not identify a difficulty arising from this.	Para 333	
69.	NFF	<u>Sub-14Apr16</u>	Schedule I		<b>Definitions</b> Definitions present in the award have been selectively included in the schedule.	Page 3	Not pressed.



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70.	NFF	<u>Sub-14Apr16</u>	Schedule I		<b>Definitions</b> 'Minimum hourly wage' is defined but 'minimum hourly rate' is also frequently used.	Page 3	Agreed. Amended throughout Exposure Draft 3.
71.	NFF	<u>Sub-14Apr16</u>	Schedule I		<b>Definitions</b> The standard rate is of limited relevance and should be removed.	Page 3	Not pressed.
	AMWU	<u>ReplySub-5May16</u>			Opposes removing the standard rate from the award. Whilst supports the inclusion of dollar figures throughout the award, the mechanism of the standard rate provides nexus between certain payments and the award rate of pay	Page 2	
	AWU	<u>ReplySub-5May16</u>			In response to NFF – References to "standard rate" have been replaced with dollar amounts throughout the ED. It appears sensible to retain definition of the "standard rate" as a historical benchmark regarding how the amounts have been calculated.	Para 15 page 3	
	ABI&NS WBC	<u>Reply sub 6May16</u>			In response to NFF – clauses 15.3, E.1.1, E.1.2 and E.2.2 are calculated by reference to the standard rate.	Pages 12-13, Para 20.12	
	AIG	<u>Reply sub – 5May16</u>			Disagree with NFF. Various allowances in award are calculated by reference to standard rate.	Paras 332, 334 – 337	

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

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