

The Cotton Ginning Award—Exposure Draft was first published on 5 September 2014. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
9 October 2014	Correct minor drafting and technical errors.	6.4, 9.4, 10.1, 20, Schedule C
Exposure draft		
2 February 2015	Incorporates changes in accordance with [2014] FWCFB 9412	1.2, 2, 5, 8.1, 8.2, 14.2, 15, 16, 17, 18, 19, 20, 21, Schedule D, Schedule E
Exposure draft		
9 September 2016	Incorporates further changes in accordance with [2014] FWCFB 9412 .	1.6 and 3.4
	Incorporates changes proposed by parties' agreed position – Parties' report to Full Bench 25 March 2015	3.1, 5.2, 6.5(d) (deleted), 8.3(a), 9.4(b), 14.2, 18.2, 20
	Incorporates changes resulting from [2015] FWCFB 4658 .	1, 10, 15.2, Schedule A, Schedule E
	Incorporates changes resulting from [2016] FWCFB 3500 , PR579786 , PR579530 and PR581528	10, 11, Schedule A, Schedule B, Schedule C, Schedule D
	Incorporates changes resulting from PR582992	15, Schedule F, Schedule G
	Incorporates changes resulting from PR584093	14.4, Schedule H
Exposure draft		
13 June 2017	Incorporates changes consistent with [2015] FWCFB 4658	Schedule A
	Note added	Schedule A
Exposure draft		
13 February 2019	Incorporates change resulting from PR582992	15
	Incorporates changes resulting from [2017] FWCFB 3176 , PR593819	10, Schedule D
	Incorporates changes resulting from [2017] FWCFB 3433	1.2, 3.1, 23, Schedule E
	Incorporates changes resulting from [2015] FWCFB 6656	1.5 (deleted)
	Incorporates changes resulting from [2018] FWCFB 3500 , PR606348 , PR606506 , PR606630	10, 11, Schedule A, Schedule B, Schedule C
Incorporates changes resulting from [2018] FWCFB 3936 , PR609341	19A	

The Cotton Ginning Award—Exposure Draft was first published on 5 September 2014. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
	Incorporates changes resulting from [2018] FWCFB 4695, PR700651	6.5(e)
	Incorporate changes resulting from [2018] FWCFB 3802	1.5 (deleted), 3.1, 5.2, 6.5, 6.6, 8.3(a), 9.4(b), 11.2(a), 14.2(a), 18.2, 20
	Incorporates changes resulting from [2018] FWCFB 6863, PR701420	4A
	Administrative changes by Modern Awards team	10.2 (deleted), 10A
	Incorporate changes resulting from [2015] FWCFB 4658	10A
	Incorporates changes resulting from [2018] FWCFB 4735, PR610055	10A
	Incorporates changes resulting from [2018] FWCFB 4704 and PR610185	4, 20, 22, 22A, 23
	Incorporates changes resulting from [2018] FWCFB 1548	5.2

A text box indicates that the Exposure Draft has been amended.

Changes agreed to by parties appear in red text.

Underlined text indicates new text that is to be included as a result of a technical and drafting decision.

Strikethrough text indicates existing text that is to be deleted as a result of a technical and drafting decision.

Changes resulting from a determination are incorporated without any underlined text or strikethrough text.

EXPOSURE DRAFT

Cotton Ginning Award 20XX

This exposure draft has been prepared by staff of the Fair Work Commission based on the **Cotton Ginning Award 2010** (the Cotton Ginning award) as at 5 September 2014. This exposure draft does not seek to amend any entitlements under the Cotton Ginning 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 [AM2014/71](#). 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.

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Part 1—Application and Operation

1. Title and commencement

1.1 This award is the *Cotton Ginning Award 20XX*.

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

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

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

1.4 Schedule E—Definitions sets out definitions that apply in this award.

Clause 1.5 deleted in accordance with [\[2015\] FWCFB 6656](#) at [74] and [\[2018\] FWCFB 5602](#) at [153].

1.5 ~~The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.~~

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

2. The National Employment Standards and this award

2.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.

2.2 Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.

2.3 The employer must ensure that copies of this 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.

3. Coverage

Clause 3.1 amended in accordance with [\[2018\] FWCFB 3802](#) at [154].

Definition of **cotton ginning industry** retained in coverage clause in accordance with [\[2017\] FWCFB 3433](#) at [339].

- 3.1** This industry award covers employers throughout Australia operating cotton ginneries and their employees in the classifications listed in clause 7—Classifications ~~to the exclusion of any other modern award.~~
- 3.2** This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 3.1 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.
- 3.3** This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out in clause 3.1 and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described in clause 3.1 are being performed. This subclause operates subject to the exclusions from coverage in this award.
- 3.4** This award does not cover:

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

- (a) an employee excluded from award coverage by the Act; ~~Fair Work Act 2009 (Cth) (the Act)~~;
 - (b) 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
 - (c) 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.
- 3.5** 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.

4. Individual flexibility arrangements

Clause 4 substituted in accordance with [PR610185](#).

- 4.1** Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:
- (a) arrangements for when work is performed; or
 - (b) overtime rates; or
 - (c) penalty rates; or
 - (d) allowances; or
 - (e) annual leave loading.
- 4.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 4.3** An agreement may only be made after the individual employee has commenced employment with the employer.
- 4.4** An employer who wishes to initiate the making of an agreement must:
- (a) give the employee a written proposal; and
 - (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
- 4.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 4.6** An agreement must do all of the following:
- (a) state the names of the employer and the employee; and
 - (b) identify the award term, or award terms, the application of which is to be varied; and
 - (c) set out how the application of the award term, or each award term, is varied; and
 - (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
 - (e) state the date the agreement is to start.
- 4.7** An agreement must be:
- (a) in writing; and

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

4.8 Except as provided in clause 4.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.

4.9 The employer must keep the agreement as a time and wages record and give a copy to the employee.

4.10 The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.

4.11 An agreement may be terminated:

(a) at any time, by written agreement between the employer and the employee; or

(b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in section 144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the [Act](#)).

4.12 An agreement terminated as mentioned in clause 4.11(b) ceases to have effect at the end of the period of notice required under that clause.

4.13 The right to make an agreement under clause 4 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

4A. Requests for flexible working arrangements

Clause 4A inserted in accordance with [PR701420](#).

4A.1 Employee may request change in working arrangements

Clause 4A applies where an employee has made a request for a change in working arrangements under s.65 of the [Act](#).

Note 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).

Note 2: An employer may only refuse a s.65 request for a change in working arrangements on 'reasonable business grounds' (see s.65(5) and (5A)).

Note 3: Clause 4A is an addition to s.65.

4A.2 Responding to the request

Before responding to a request made under s.65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in

working arrangements that will reasonably accommodate the employee's circumstances having regard to:

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

Note 1: The employer must give the employee a written response to an employee's s.65 request within 21 days, stating whether the employer grants or refuses the request (s.65(4)).

Note 2: If the employer refuses the request, the written response must include details of the reasons for the refusal (s.65(6)).

4A.3 What the written response must include if the employer refuses the request

Clause 4A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 4A.2.

- (a) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (b) If the employer and employee could not agree on a change in working arrangements under clause 4A.2, the written response under s.65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
 - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

4A.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 4A.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

4A.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 4A, can be dealt with under clause 23—Dispute resolution.

5. Facilitative provisions

5.1 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.

Clause 5.2 amended in accordance with [\[2018\] FWCFB 3802](#) at [154], [\[2018\] FWCFB 1548](#) at [756].

5.2 Facilitative provisions in this award are contained in the following clauses:

Clause	Provision	Agreement between an employer and:
6.5(d)	Payment to casual employees	An individual or the majority of employees
9.2(b)	Paid rest breaks—day workers	The majority of employees
10A	Payment of wages	The majority of employees
<u>14.4</u>	<u>Time off instead of payment for overtime</u>	<u>An individual</u>
<u>15.3</u>	<u>Annual leave in advance</u>	<u>An individual</u>
<u>15.4</u>	<u>Cashing out of annual leave</u>	<u>An individual</u>

Part 2—Types of Employment and Classifications

6. Types of employment

6.1 Employees under this award will be employed in one of the following categories:

- (a) full-time;
- (b) part-time;
- (c) casual; or
- (d) seasonal.

6.2 At the time of engagement, an employer must advise each employee, other than casuals, in writing whether they are to be full-time, part-time or seasonal.

6.3 Full-time employees

A full-time employee is engaged to work an average of 38 ordinary hours per week.

6.4 Part-time employees

- (a) A part-time employee:
 - (i) is engaged to work an average of less than 38 ordinary hours per week;
 - (ii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work; and
 - (iii) is paid no less than the hourly rate for the relevant classification.

- (b) An employer must inform a part-time employee of their ordinary hours of work and starting and finishing times.
- (c) All time worked in excess of the part-time employee's mutually agreed ordinary hours will be overtime and paid for in accordance with clause 14—Overtime.

6.5 Casual employees

- (a) A casual employee is engaged and paid on an hourly basis.
- (b) **Casual loading**

For each ordinary hour worked, a casual employee must be paid:

- (i) the ordinary hourly rate; and
 - (ii) a loading of 25% of the ordinary hourly rate, for the classification in which they are employed.
- (c) In the case of a penalty rate and loading applying, the casual employee will only receive the penalty rate and not the loading. Further, in the case of more than one loading applying, a casual employee will receive only one loading and, where loadings are at a different rate, casual employees will receive the loading at the greater rate.
 - (d) Casual work may, by mutual agreement, be paid for on the employer's normal pay day or on completion of each engagement. Casual employees will be paid during ordinary working hours.

Clause 6.5(e) substituted in accordance with [PR700651](#).

- (e) A casual employee must be engaged and paid for at least 2 consecutive hours of work on each occasion they are required to attend work.

6.6 Casual conversion

Clause 6.6 has been referred to the Plain language Full Bench, see [\[2018\] FWCFB 5602](#) at [20].

(a) Eligible casual employee

- (i) An **eligible casual employee** is a casual employee:
 - who works on a regular and systematic basis;
 - who is employed for a sequence of periods under this award over 12 months; and
 - whose employment is to continue beyond the period of 12 months.
- (ii) An eligible casual employee has the right, after 12 months, to elect to have their contract of employment converted to full-time or part-time employment.

Clause 6.6(b)(i) amended in accordance with [\[2018\] FWCFB 3802](#) at [161].

(b) Notice and election of casual conversion

- (i) An employer of an eligible casual employee will give the employee notice in writing of the provisions of clause ~~6.6~~ ~~6.6(a)(ii)~~ within four weeks of the employee having reached the 12 month period.
- (ii) The employee retains their right of election under clause 6.6(b) if the employer fails to comply with 6.6(b)(i).
- (iii) An eligible casual employee 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 either:
 - upon receiving notice under 6.6(b)(i); or
 - after the expiry of the time for giving notice.
- (iv) An eligible casual employee who does not elect to convert their contract of employment to full-time or part-time employment within four weeks of receiving written notice is deemed to have elected against any conversion.

(c) Full-time or part-time conversion

Clause 6.6(c)(iv) amended in accordance with [\[2018\] FWCFB 3802](#) at [166].

- (i) An eligible casual employee who has worked on a full-time basis throughout their period of employment has the right to elect to convert their contract of employment to full-time employment.
- (ii) 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.
- (iii) However, the employer and the employee may agree on an alternative arrangement.
- (iv) If a casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with clause 6.6(c) ~~6.6(b)(iii)~~, the employer and employee must, subject to clause 6.6(c) ~~6.6(b)(iii)~~, discuss and agree on:
 - whether the employee will convert to full-time or part-time employment; and
 - if 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 6.4—Part-time employment.
- (v) Following agreement being reached, the employee converts to full-time or part-time employment.

(d) Employer consent or refusal to casual conversion

- (i)** The employer must consent to or refuse the election within four weeks of receiving notice of the eligible casual employee's election. The employer must not unreasonably refuse consent to the election.
 - (ii)** Where an employer refuses an election to convert, the reasons for doing so must be fully stated and discussed with the employee concerned and a genuine attempt made to reach agreement.
 - (iii)** After an employee has converted to a full-time or part-time employee, they may only revert to casual employment by written agreement with the employer.
- (e)** An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this award.
- (f)** Any dispute about the arrangements that apply to an employee converting from casual employment to full-time or part-time employment will be dealt with under clause 23—Dispute resolution.

Clause 6.7 retained in accordance with [\[2018\] FWCFB 3802](#) at [169]; AWU is invited to comment on its proposed amendment.

6.7 Seasonal employees

A **seasonal employee** means an employee who is engaged from time to time to supplement the permanent workforce. Upon termination of employment, such employees will be entitled to payment of an amount equal to the value of the pro rata accumulation of benefits of a full-time employee for the period of the seasonal employment.

7. Classifications

7.1 Cotton ginning employee level 1 (CG1)

Employees at this level:

- (a)** are general workers involved in the cleaning of the yard and gin, general delivery work or manual labour; and
- (b)** require minimal training or experience to competently function in the role.

7.2 Cotton ginning employee level 2 (CG2)

The 'occupational health and safety' terminology has been referred to the Plain Language Full Bench. See [\[2017\] FWCFB 3433](#) Attachment C and [\[2017\] FWCFB 5536](#) at [582].

Employees at this level:

- (a)** are workers who are in charge of operating a piece of machinery (mobile plant or gin machinery) where greater OH&S considerations exist compared with CG1 roles; and

- (b) may require external tickets or internal assessment before operating this kind of machinery, excluding the requirement of a standard driver's licence.

7.3 Cotton ginning employee level 3 (CG3)

Employees at this level:

- (a) are machine operators (as per CG2) with two or more seasons of experience at CG2 within the cotton industry including returning seasonal employees; or
- (b) are assistant/trainee ginners who are required to understand the use of and assist with the maintenance of the gin equipment and do not possess Certificate III in Ginning or equivalent experience.

7.4 Cotton ginning employee level 4 (CG4)

Employees at this level:

- (a) are weighbridge operators;
- (b) are assistant ginners who have completed the Certificate III in Ginning or possess the equivalent experience; or
- (c) are experienced and/or qualified maintenance people operating gin equipment.

7.5 Cotton ginning employee level 5 (CG5)

Employees at this level:

- (a) are ginners who are responsible for the operation of the gin; and
- (b) may supervise and run a team of employees.

Part 3—Hours of Work

8. Ordinary hours of work and rostering

8.1 Ordinary hours—day workers

- (a) Ordinary hours for day workers are worked in five days each week between 6.00 am and 8.00 pm, Monday to Friday.
- (b) The ordinary hours of work must not exceed 38 hours per week worked in accordance with clause 8.1(c).
- (c) The ordinary hours of day work will be determined by the employer. They will be worked on either of the following bases:
 - (i) not to exceed seven hours and 36 minutes continuous per day; or
 - (ii) not to exceed eight hours continuous per day, provided that 24 minutes of that time will accrue toward a rostered day off (RDO).

- (d) All work done in excess of ordinary hours will be overtime and paid in accordance with clause 14—Overtime.
- (e) The ordinary hours of work for a part-time employee will be in accordance with clause 6—Types of employment.

8.2 Ordinary hours—night workers

- (a) Ordinary hours for night workers are worked in five nights each week between 6.00 pm and 8.00 am, Monday to Friday.
- (b) The ordinary hours of night work must not exceed 38 hours per week worked in accordance with clause 8.2(d).
- (c) The ordinary hours of work for a part-time employee will be in accordance with clause 6—Types of employment.
- (d) The ordinary hours of night work will be determined by the employer. They will be worked on either of the following bases:
 - (i) seven hours and 36 minutes continuous per night; or
 - (ii) eight hours continuous per night, provided 24 minutes of that time accrues toward a rostered day off.
- (e) All time worked in excess of ordinary hours will be overtime and paid in accordance with clause 14—Overtime.
- (f) Night work on Saturday or Sunday will be overtime and paid in accordance with clause 14—Overtime.

8.3 Rostered days off

Clause 8.3(a) amended in accordance with [\[2018\] FWCFB 3802](#) at [154].

- (a) An employer may operate a system where rostered days off (RDOs) are accumulated, and paid at the ordinary rates when taken based on the following provisions:
 - (i) RDOs may be accrued on a time for time basis (not penalty rates), ~~that is:~~ For example, one hour accrues for every additional hour worked;
 - (ii) RDOs may be taken from Monday to Friday;
 - (iii) RDOs may accumulate;
 - (iv) RDOs may be taken up to a maximum of five consecutive days; and
 - (v) the RDO must be rostered as an RDO and agreed by the employer.
- (b) An employer must not require an employee to work on an RDO unless:
 - (i) the employer gives a clear seven days' notice and provides an alternative day within the next 20 working days or otherwise entitles that employee to accumulate the RDO;

- (ii) where the employer fails to provide seven days’ notice for whatever reason, the employee will be paid at overtime rates for all time worked on the RDO.
- (c) An employer will not require an RDO to be taken on a Saturday or Sunday or on a public holiday.
- (d) An RDO will be regarded as a day worked for accrual purposes.
- (e) Accrued days or payment for pro rata accruals will be paid out on termination on a time for time basis at the ordinary rate for pay.

9. Breaks

9.1 Unpaid meal breaks—day workers

An employee will not work for more than five hours without a meal break. The time without a meal break may be extended to six hours with the consent of the employee. Meal breaks will be no less than 30 minutes and are unpaid.

9.2 Paid rest breaks—day workers

- (a) A paid rest break (or breaks) must be provided as follows:

Rest break	Minimum rest break
Morning tea	10 minutes
Afternoon tea	10 minutes

- (b) The majority of employees and the employer may agree that:
 - (i) the morning and afternoon tea breaks be consolidated into one longer break; or
 - (ii) one or both rest breaks may be added to the meal break.

9.3 Paid meal breaks—night workers

Night workers will be allowed a paid meal break of at least 20 minutes, which will be counted as time worked.

9.4 Minimum break after ceasing work for the day

- (a) An employee is entitled to at least 10 hours break between finishing work on one day and commencing work on the next day.

Clause 9.4(b) amended in accordance with [\[2018\] FWCFB 3802](#) at [154].

- (b) ~~If an employee resumes~~ If an employee is required to perform work without having had the 10 hour break, the employee must be paid overtime rates in accordance with clause 14—Overtime until the employee is released from duty and able to take the 10 hour break.

Part 4—Wages and Allowances

10. Minimum wages

Monetary amounts adjusted as a result of AWR 2018.

- 10.1 An employer must pay employees the following minimum wages for ordinary hours worked by the employee:

Employee classification	Minimum Weekly rate (Full-time employees)	Minimum Hourly rate
	\$	\$
CG1	726.40	19.12
CG2	764.20	20.11
CG3	778.90	20.50
CG4	803.20	21.14
CG5	837.40	22.04

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

~~10.2~~ Payment of wages

Clause 10.2 renumbered as clause 10A and amended.

- ~~(a) Wages will be paid weekly in the employer's time. If the majority of employees and the employer agree, wages may be paid fortnightly.~~
- ~~(b) One day of each pay period will be recognised as pay day.~~
- ~~(c) At the option of the employer, the method of payment will be by cash, electronic funds transfer or cheque drawn on an account with a local bank.~~

10.2 ~~10.3~~ Higher duties

- (a) An employee required by the employer to perform the duties of a position at a higher classification level for four hours in any one day or longer will be paid the rate applicable for that higher level for the whole day.
- (b) If the work is less than four hours, the employee will be paid the higher rate for the actual time worked at the higher level.
- (c) An employee who is required to perform work for which a lower rate is paid will not have their own rate of pay reduced.

10.3 ~~10.4~~ Supported wage system

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

10.4 ~~10.5~~ National training wage

Clause 10.5 substituted per [PR593819](#); varied by [PR606348](#).

- (a) Schedule E to the *Miscellaneous Award 2010* sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 2018. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Cotton Ginning Award 2010* and not the *Miscellaneous Award 2010*.

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

10A. Payment of wages

Clause 10.2 renumbered as clause 10A; Note inserted in accordance with [\[2015\] FWCFB 4658](#) at [57]; Clause 10A varied in accordance with [PR610055](#).

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.

10A.1 Wages will be paid weekly in the employer’s time. If the majority of employees and the employer agree, wages may be paid fortnightly.

10A.2 One day of each pay period will be recognised as pay day.

10A.3 At the option of the employer, the method of payment will be by cash, electronic funds transfer or cheque drawn on an account with a local bank.

10A.4 Payment on termination of employment

- (a) The employer must pay an employee no later than 7 days after the day on which the employee’s employment terminates:
 - (i) the employee’s wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
 - (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under paragraph (a) is subject to further order of the Commission and the employer making deductions authorised by this award or [the Act](#).

NOTE 1: Section 117(2) of [the Act](#) provides that an employer must not terminate an employee’s employment unless the employer has given the employee the required minimum period of notice or “has paid” to the employee payment instead of giving notice.

NOTE 2: Paragraph (b) allows the Commission to make an order delaying the requirement to make a payment under this clause. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer

makes an application under section 120 of [the Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

NOTE 3: State and Territory long service leave laws or long service leave entitlements under section 113 of [the Act](#), may require an employer to pay an employee for accrued long service leave on the day on which the employee’s employment terminates or shortly after.

11. Allowances

Monetary amounts adjusted as a result of AWR 2018.

11.1 Employers must pay to an employee such allowances as the employee is entitled to under this clause. See Schedule B for a summary of monetary allowances.

11.2 Wage related allowances

Clause 11.2(a) amended in accordance with [\[2018\] FWCFB 3802](#) at [154].

(a) All purpose allowances

Allowances paid for **all purposes** are included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties, loadings or payment while they are on [annual](#) leave. The following allowances are paid for all purposes under this award:

- (i) Disabilities allowance (clause 11.2(b)); and
- (ii) Leading hand allowance (clause 11.2(c)).

(b) Disabilities allowance

- (i) Employees will be paid an allowance of **\$27.75** per week. This allowance will be in compensation for all disabilities experienced in this particular industry.
- (ii) This amount will be in addition to all other amounts payable, and is payable for all purposes under this award.

(c) Leading hand

An employee who is appointed by the employer to be a leading hand will be paid an allowance each week as follows. This allowance is payable for all purposes.

In charge of	\$ per week
3–10 employees	33.38
11–20 employees	49.87
more than 20 employees	63.55

(d) First aid allowance

An employee who has been trained to provide first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St John Ambulance or similar body must be paid an additional amount of **\$15.08** per week if appointed by their employer to perform first aid duty.

(e) Special allowance—bulk liquid tanks

A special allowance of **\$0.60** per hour will be paid to employees who are required to work in bulk liquid tanks. This special allowance will be paid for the purposes of confined space and will be paid for a minimum of four hours.

(f) Special contingency payment

Clause 11.2(f) has been referred to the Transitional Provisions Full Bench ([AM2014/190](#)).

- (i) A special contingency payment will be made each week to full-time and seasonal employee as follows:

	Full-time employees	Seasonal employees
Location	\$ per week	\$ per week
Moura and Cecil Plains	48.06	14.42
Emerald and St George	69.78	20.93

- (ii) Part-time employees will be paid the allowance on a pro rata basis
- (iii) Employees engaged as seasonal workers will be paid 30% of the special contingency payment for full-time employees.
- (iv) The payment will be a flat payment.

11.3 Expense related allowances

(a) Meal allowance

A meal allowance of **\$13.39** per meal will be paid where an employee is required to work overtime for more than one hour after their ordinary finishing time and where that employee has not been notified the day before.

12. Superannuation

12.1 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.

12.2 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.

12.3 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 12.2.
- (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 12.3(a) or 12.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 12.3(a) or 12.3(b) was made.

12.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 12.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 12.2, and pay the amount authorised under clauses 12.3(a) or 12.3(b), to one of the following superannuation funds or its successor:

- (a) CareSuper;
- (b) AustSafe Super;
- (c) 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
- (d) a superannuation fund or scheme which the employee is a defined benefit member of.

Part 5—Penalties and Overtime

13. Penalty rates

13.1 An employee will be paid the following penalty rates for all ordinary hours worked by the employee during the following periods.

Ordinary hours worked:		Penalty rate	Casual penalty rate
		% of ordinary hourly rate (100%)	% of ordinary hourly rate (incl. casual loading)
Night work – 6.00 pm to 8.00 am	Monday to Friday	115%	125%
Public holiday	All hours	250%	250%

See Schedule A for a summary of hourly rates of pay including penalties.

13.2 An employee who works on a public holiday must be paid for a minimum of four hours.

13.3 Penalty rates are not payable for overtime hours worked by the employee.

14. Overtime

14.1 Definition of overtime

- (a) For a full-time employee or casual employee, overtime is any time worked:
- (i) in excess of the employee’s ordinary hours on any one day; or
 - (ii) outside the employee’s span of ordinary hours set out in clauses 8.1 and 8.2.
- (b) For a part-time employee, hours worked in excess of the employee’s ordinary hours (in accordance with clauses 6.4(b)) will be paid at the appropriate overtime rate.

14.2 Overtime rates

Clause 14.2(a) amended in accordance with [\[2018\] FWCFB 3802](#) at [154].

- (a) Where an employee works overtime the employer must pay to the employee the overtime rates as follows:

For overtime worked on	Overtime rate % of ordinary hourly rate
Monday to Saturday—first 2 hours	150
Monday to Saturday—after 2 hours	200

For overtime worked on	Overtime rate % of ordinary hourly rate
Sunday all day	200
Public holiday all day	250

See Schedule A for a summary of hourly rates of pay including overtime. For the purpose of determining the overtime rate, each day stands alone.

- (b) For overtime worked on a Sunday or public holiday, the employee will be paid a minimum payment of four hours.
- (c) A casual employee working overtime receives the overtime rate instead of the loading prescribed in clause 6.5(b)(ii).

14.3 Where an employee is required to work overtime for more than one hour after ordinary ceasing time and where the employee is not notified the day before, they will be paid a meal allowance as set out in clause 11.3(a).

14.4 Time off instead of payment for overtime

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 14.4.
- (c) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - (iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H. An agreement under clause 14.4 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause 14.4 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 14.4 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 14.4 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 14.4 will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.

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

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 14.4 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 14.4.

Part 6—Leave, Public Holidays and Other NES Entitlements

15. Annual leave

Clause 15 amended in accordance with [PR582992](#).

15.1 Annual leave entitlement

Annual leave entitlements are provided for in the [NES](#). This clause supplements those entitlements and provides industry specific detail.

15.2 Payment for annual leave

- (a) During a period of annual leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.
- (b) In addition, the employer must pay the employee a loading of 17.5% calculated at the employee's ordinary hourly rate including any leading hands allowance and/or any disabilities allowance. This loading is paid instead of a night work loading.

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](#)).

15.3 Annual leave in advance

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
 - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

Note: An example of the type of agreement required by clause 15.3 is set out at Schedule F. There is no requirement to use the form of agreement set out at Schedule F.

- (c) The employer must keep a copy of any agreement under clause 15.3 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 15.3, the employer may deduct from any money due to the employee on termination an amount equal to the

amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

15.4 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 15.4.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 15.4.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 15.4 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 15.4 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 15.4 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 15.4.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 15.4.

Note 3: An example of the type of agreement required by clause 15.4 is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G.

15.5 Excessive leave accruals: general provision

Note: Clauses 15.5 to 15.7 contain provisions, additional to the NES, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave.
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 15.6 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 15.7 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 15.5(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 15.5, 15.6 or 15.7 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 15.6(b)(i).

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

15.7 Excessive leave accruals: request by employee for leave

Clause 15.7 amended in accordance with [PR582992](#).

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 15.5(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under paragraph (a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 15.6(a) that, when any other paid annual leave arrangements (whether made under clause 15.5, 15.6 or 15.7 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under paragraph (a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 15.5, 15.6 or 15.7 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under paragraph (b) more than 4 weeks' paid annual leave in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

16. Personal/carer's leave and compassionate leave

Personal/carer's leave and compassionate leave are provided for in the [NES](#).

17. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the [NES](#).

18. Public holidays

18.1 Public holidays are provided for in the [NES](#).

Clause 18.2 amended in accordance with [\[2018\] FWCFB 3802](#) at [154].

18.2 Where an employee works on a public holiday they will be paid in accordance with clauses ~~14.2-13~~—Penalty rates and ~~14~~—Overtime.

19. Community service leave

Community service leave is provided for in the [NES](#).

19A. Leave to deal with family and domestic violence

Clause 19A inserted in accordance with [PR609341](#).

19A.1 This clause applies to all employees, including casuals.

19A.2 Definitions

(a) In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

family member means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

(b) A reference to a spouse or de facto partner in the definition of family member in clause 19A.2(a) includes a former spouse or de facto partner.

19A.3 Entitlement to unpaid leave

An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

- (a) the leave is available in full at the start of each 12 month period of the employee's employment; and
- (b) the leave does not accumulate from year to year; and
- (c) is available in full to part-time and casual employees.

Note 1: A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

Note 2: The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

19A.4 Taking unpaid leave

An employee may take unpaid leave to deal with family and domestic violence if the employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

19A.5 Service and continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

19A.6 Notice and evidence requirements

(a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 19A. The notice:

- (i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise the employer of the period, or expected period, of the leave.

(b) Evidence

An employee who has given their employer notice of the taking of leave under clause 19A must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 19A.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

19A.7 Confidentiality

- (a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 19A.6 is treated confidentially, as far as it is reasonably practicable to do so.

- (b) Nothing in clause 19A prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: Information concerning an employee’s experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

19A.8 Compliance

An employee is not entitled to take leave under clause 19A unless the employee complies with clause 19A.

20. Termination of employment

Clause 20 substituted in accordance with [PR610185](#).

NOTE: The [NES](#) sets out requirements for notice of termination by an employer. See sections 117 and 123 of the [Act](#).

20.1 Notice of termination by an employee

- (a) Clause 20.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

Column 1	Column 2
Employee’s period of continuous service with the employer at the end of the day the notice is given	Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

NOTE: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.

- (c) In paragraph (b) **continuous service** has the same meaning as in section 117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under paragraph (b), then the employer may deduct from wages due to

the employee under this award an amount that is no more than one week's wages for the employee.

- (e) If the employer has agreed to a shorter period of notice than that required under paragraph (b), then no deduction can be made under paragraph (d).
- (f) Any deduction made under paragraph (d) must not be unreasonable in the circumstances.

20.2 Job search entitlement

- (a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- (b) The time off under clause 20.2 is to be taken at times that are convenient to the employee after consultation with the employer.

21. Redundancy

21.1 Redundancy pay is provided for in the [NES](#).

21.2 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 if the employment had been terminated and the employer may, at the employer's option, make payment instead. The payment will be 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.

21.3 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.

21.4 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 20.2.

Part 7—Consultation and Dispute Resolution

22. Consultation about major workplace change

Clause 22 substituted in accordance with [PR610185](#).

- 22.1** If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:
- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
 - (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
 - (c) commence discussions as soon as practicable after a definite decision has been made.
- 22.2** For the purposes of the discussion under clause 22.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
- (a) their nature; and
 - (b) their expected effect on employees; and
 - (c) any other matters likely to affect employees.
- 22.3** Clause 22.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 22.4** The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 22.1(b).
- 22.5** In clause 22 **significant effects**, on employees, includes any of the following:
- (a) termination of employment; or
 - (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
 - (c) loss of, or reduction in, job or promotion opportunities; or
 - (d) loss of, or reduction in, job tenure; or
 - (e) alteration of hours of work; or

- (f) the need for employees to be retrained or transferred to other work or locations; or
- (g) job restructuring.

22.6 Where this award makes provision for alteration of any of the matters defined at clause 22.5, such alteration is taken not to have significant effect.

22A. Consultation about changes to rosters or hours of work

Clause 22A inserted in accordance with [PR610185](#).

22A.1 Clause 22A applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

22A.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).

22A.3 For the purpose of the consultation, the employer must:

- (a) provide to the employees and representatives mentioned in clause 22A.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
- (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

22A.4 The employer must consider any views given under clause 22A.3(b).

22A.5 Clause 22A is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

23. Dispute resolution

Clause 23 substituted in accordance with [PR610185](#).

23.1 Clause 23 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

23.2 The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.

23.3 If the dispute is not resolved through discussion as mentioned in clause 23.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.

- 23.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 23.2 and 23.3, a party to the dispute may refer it to the Fair Work Commission.
- 23.5** The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 23.6** If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.
- 23.7** A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 23.
- 23.8** While procedures are being followed under clause 23 in relation to a dispute:
- (a)** work must continue in accordance with this award and the [Act](#); and
 - (b)** an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 23.9** Clause 23.8 is subject to any applicable work health and safety legislation.

Schedule A—Summary of Hourly Rates of Pay

Monetary amounts adjusted as a result of AWR 2018.

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

See also clause 10—Minimum wages, clause 13—Penalty rates and clause 14—Overtime.

Additional allowances may be payable; see clause 11—Allowances.

A.1 Ordinary hourly rate

A.1.1 Ordinary hourly rate includes the disabilities allowance (clause 11.2(b)) which is payable for all purposes.

A.1.2 Where an additional allowance is payable for all purposes in accordance with clause 11.2(c), this forms part of the employee’s ordinary hourly rate and must be added to the ordinary hourly rate prior to calculating penalties and overtime.

A.2 Full-time and part-time employees

A.2.1 Full-time and part-time employees—ordinary and penalty rates

	Ordinary hours	Night work (Monday – Friday)	Public holiday
% of ordinary hourly rate ¹			
	100%	115%	250%
	\$	\$	\$
CG1	19.85	22.83	49.63
CG2	20.84	23.97	52.10
CG3	21.23	24.41	53.08
CG4	21.87	25.15	54.68
CG5	22.77	26.19	56.93

¹Ordinary hourly rate includes the industry allowance payable to all employees for all purposes. Any additional all purpose allowances applicable need to be added to these rates.

A.2.2 Full-time and part-time employees—overtime rates

	Monday to Saturday – first 2 hours	Monday to Saturday – after 2 hours	Sunday – all day	Public holiday – all day
% of ordinary hourly rate ¹				
	150%	200%	200%	250%
	\$	\$	\$	\$
CG1	29.78	39.70	39.70	49.63
CG2	31.26	41.68	41.68	52.10

	Monday to Saturday – first 2 hours	Monday to Saturday – after 2 hours	Sunday – all day	Public holiday – all day
% of ordinary hourly rate ¹				
	150%	200%	200%	250%
	\$	\$	\$	\$
CG3	31.85	42.46	42.46	53.08
CG4	32.81	43.74	43.74	54.68
CG5	34.16	45.54	45.54	56.93

¹Ordinary hourly rate includes the industry allowance payable to all employees for all purposes. Any additional all purpose allowances applicable need to be added to these rates.

A.3 Casual employees

A.3.1 Casual employees—ordinary and penalty rates

	Ordinary hours	Night work (Monday – Friday)	Public holiday
% of ordinary hourly rate ¹			
	125%	125%	250%
	\$	\$	\$
CG1	24.81	24.81	49.63
CG2	26.05	26.05	52.10
CG3	26.54	26.54	53.08
CG4	27.34	27.34	54.68
CG5	28.46	28.46	56.93

¹Ordinary hourly rate includes the industry allowance payable to all employees for all purposes. Any additional all purpose allowances applicable need to be added to these rates.

A.3.2 Casual employees—overtime rates

	Monday to Saturday – first 2 hours	Monday to Saturday – after 2 hours	Sunday – all day	Public holiday
% of ordinary hourly rate ¹				
	150%	200%	200%	250%
	\$	\$	\$	\$
CG1	29.78	39.70	39.70	49.63
CG2	31.26	41.68	41.68	52.10
CG3	31.85	42.46	42.46	53.08

	Monday to Saturday – first 2 hours	Monday to Saturday – after 2 hours	Sunday – all day	Public holiday
% of ordinary hourly rate ¹				
	150%	200%	200%	250%
	\$	\$	\$	\$
CG4	32.81	43.74	43.74	54.68
CG5	34.16	45.54	45.54	56.93
¹ Ordinary hourly rate includes the industry allowance payable to all employees for all purposes. Any additional all purpose allowances applicable need to be added to these rates.				

Schedule B—Summary of Monetary Allowances

Monetary amounts adjusted as a result of AWR 2018.

See clause 11—Allowances for full details of allowances payable under this award.

B.1 Wage related allowances

The wage related allowances in this award are based on the standard rate as defined in Schedule E as the minimum hourly base rate for classification level CG2 in clause 10.1 = **\$20.11**.

Allowance	Clause	% of standard rate (\$20.11)	\$ per week unless stated otherwise
Disabilities allowance ¹	11.2(b)	138	27.75
Leading hand ¹ in charge of:	11.2(c)		
3 to 10 employees		166	33.38
11 to 20 employees		248	49.87
more than 20 employees		316	63.55
First aid allowance	11.2(d)	75	15.08
Special allowance—bulk liquid tanks	11.2(e)	3	0.60 per hour
Special contingency payment—full-time employees ²	11.2(f)		
Moura and Cecil Plains		239	48.06
Emerald and St George		347	69.78
¹ This allowance applies for all purposes of this award ² Seasonal employees will be paid 30% of the relevant full-time special contingency rate			

B.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.

B.3 Expense related allowances

Allowance	Clause	\$
Meal allowance	11.3(a)	13.39 per meal

B.4 Adjustment of expense related allowances

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

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

Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group

Schedule C—Supported Wage System

Schedule C amended in accordance with [PR606630](#).

C.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.

C.2 In this schedule:

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

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

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

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

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

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

C.3 Eligibility criteria

C.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.

C.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.

C.4 Supported wage rates

C.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 C.5)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

C.4.2 Provided that the minimum amount payable must be not less than **\$86** per week.

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

C.5 Assessment of capacity

C.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 SWS 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.

C.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](#).

C.6 Lodgement of SWS wage assessment agreement

C.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.

C.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.

C.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 SWS.

C.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.

C.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.

C.10 Trial period

C.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.

C.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.

C.10.3 The minimum amount payable to the employee during the trial period must be no less than \$86 per week.

C.10.4 Work trials should include induction or training as appropriate to the job being trialled.

C.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 C.5.

Schedule D—National Training Wage

Schedule D deleted in accordance with [PR593819](#).

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Schedule E—Definitions

Placement of the **Definitions** to be determined by Plain Language Process. See [\[2017\] FWCFB 3433](#) at [333].

In this award, unless the contrary intention appears:

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

all purposes means the payment will be included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties, loadings or payment while they are on annual leave

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

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)

leading hand means an employee who is required to supervise, direct or be in charge of another employee or employees

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

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

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

ordinary hourly rate means the hourly rate for the employee's classification specified in clause 10, inclusive of the industry allowance. Where an employee is entitled to an additional all purpose allowance, this allowance forms part of that employee's ordinary hourly rate

standard rate means the minimum hourly base rate for classification level CG2 in clause 10.1

Schedule F—Agreement to Take Annual Leave in Advance

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

Name of employee: _____

Name of employer: _____

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule G—Agreement to Cash Out Annual Leave

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

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule H—Agreement for time off instead of payment for overtime

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

Name of employee: _____

Name of employer: _____

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

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

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

Amount of overtime worked: _____ hours and _____ minutes

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

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___