Cement and Lime Award 2010

The above award was first made on 4 September 2009 [PR988699]

This consolidated version of the award includes variations made on 16 December 2009 [PR991563]

NOTE: Transitional provisions may apply to certain clauses – see clause 2 and Schedule A

Table of Contents

[Varied by PR991563]

Part 1—Application and Operation........................................................................................ 3
1. Title .............................................................................................................................. 3
2. Commencement and transitional.................................................................................. 3
3. Definitions and interpretation....................................................................................... 4
4. Coverage....................................................................................................................... 5
5. Access to the award and the National Employment Standards.................................... 5
6. The National Employment Standards and this award.................................................. 5
7. Award flexibility .......................................................................................................... 5

Part 2—Consultation and Dispute Resolution....................................................................... 7
8. Consultation regarding major workplace change......................................................... 7
9. Dispute resolution......................................................................................................... 7

Part 3—Types of Employment and Termination of Employment....................................... 8
10. Types of employment................................................................................................... 8
11. Termination of employment....................................................................................... 11
12. Redundancy .............................................................................................................. 11

Part 4—Classifications and Minimum Wage Rates ............................................................ 12
13. Classifications ............................................................................................................ 12
14. Minimum wages ........................................................................................................ 12
15. Allowances ................................................................................................................ 13
16. Accident pay ............................................................................................................. 16
17. Higher duties ............................................................................................................. 17
18. Payment of wages....................................................................................................... 17
19. Superannuation.......................................................................................................... 17

Part 5—Hours of Work and Related Matters...................................................................... 18
20. Hours of work............................................................................................................. 18
21. Meal breaks

22. Rest breaks

23. Overtime

Part 6—Leave and Public Holidays

24. Annual leave

25. Personal/carer’s leave and compassionate leave

26. Community service leave

27. Public holidays

Schedule A—Transitional Provisions

Schedule B—Classification Descriptions

Schedule C—Core Competencies

Schedule D—Supported Wage System

Schedule E—National Training Wage
Part 1—Application and Operation

1. Title

This award is the Cement and Lime Award 2010.

2. Commencement and transitional

2.1 This award commences on 1 January 2010.

2.2 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.

2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:

- minimum wages and piecework rates
- casual or part-time loadings
- Saturday, Sunday, public holiday, evening or other penalties
- shift allowances/penalties.

2.4 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, Fair Work Australia may make any order it considers appropriate to remedy the situation.

2.5 Fair Work Australia may review the transitional arrangements in this award and make a determination varying the award.

2.6 Fair Work Australia may review the transitional arrangements:

(a) on its own initiative; or

(b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or

(c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or
(d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.

3. Definitions and interpretation

3.1 In this award, unless the contrary intention appears:

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

*award-based transitional instrument* has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

*cement and lime industry* means work in or in connection with or incidental to the manufacture and/or handling of cement, clinker, flyash, lime and hydrated lime within production establishments, or work in or in connection with or incidental to the distribution of cement, clinker, flyash, lime and hydrated lime out of production establishments, or work in or in connection with or incidental to the receival of and/or the distribution of cement, clinker, flyash, lime or hydrated lime into or from bulk silos

*continuous shiftwork* means work carried on over consecutive shifts of employees throughout the 24 hours of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer

*day worker* means an employee other than a shiftworker

*employee* means a national system employee as defined in sections 13 and 30C of the Act

*employer* means a national system employer as defined in sections 14 and 30D of the Act

*enterprise award-based instrument* has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

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

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

*shiftwork* means work on any afternoon or night shift

*standard rate* means the minimum weekly rate for Level 5 in clause 14—Minimum wages

3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.
4. **Coverage**

[Sched A renumbered as Sched B by PR991563]

4.1 This industry award covers employers throughout Australia in the cement and lime industry and their employees in the classifications listed in Schedule B to the exclusion of any other modern award.

4.2 The award does not cover an employee excluded from award coverage by the Act.

4.3 The award does not cover 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.

4.4 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. **Access to the award and the National Employment Standards**

The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

6. **The National Employment Standards and this award**

The NES and this award contain the minimum conditions of employment for employees covered by this award.

7. **Award flexibility**

7.1 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.
7.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.

7.3 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 7.1; and

(b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

7.4 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.

7.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

7.6 Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

7.7 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.

7.8 The agreement may be terminated:

(a) by the employer or the individual employee giving four 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.

7.9 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.
Cement and Lime Award 2010

Part 2—Consultation and Dispute Resolution

8. Consultation regarding major workplace change

8.1 Employer to notify

(a) 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.

(b) 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.

8.2 Employer to discuss change

(a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1, 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.

(b) 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 8.1.

(c) 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.

9. Dispute resolution

9.1 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.
9.2 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 9.1 have been taken, a party to the dispute may refer the dispute to Fair Work Australia.

9.3 The parties may agree on the process to be utilised by Fair Work Australia including mediation, conciliation and consent arbitration.

9.4 Where the matter in dispute remains unresolved, Fair Work Australia may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

9.5 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

9.6 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 appropriate for the employee to perform.

Part 3—Types of Employment and Termination of Employment

10. Types of employment

10.1 Employees may be employed in one of the following categories:

(a) full-time;

(b) part-time; or

(c) casual.

10.2 At the time of commencing employment an employer must inform an employee, in writing, of the category of their employment; whether it is full-time, part-time or casual.

10.3 Full-time employees

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

10.4 Part-time employees

(a) A part-time employee is an employee who:

(i) works less than 38 hours per week; and

(ii) works a regular number of ordinary hours each week.

(b) At the time of first being employed, the employer and the part-time employee will agree, in writing, on a regular pattern of work, specifying at least:

(i) the hours worked each day;
(ii) which days of the week the employee will work; and

(iii) the actual starting and finishing times of each day.

(c) Any agreement to vary the regular pattern of work will be made in writing before the variation occurs.

(d) The agreement and variation will be retained by the employer and a copy given to the employee.

(e) An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.

(f) An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 10.5.

(g) A part-time employee employed under the provisions of this clause will be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.

(h) All time worked in excess of the hours mutually arranged will be overtime and paid for at the appropriate overtime rate.

10.5 Casual employees

(a) A casual employee is an employee engaged and paid as such.

(b) A casual employee:

(i) must be paid an hourly rate of 1/38th of the weekly ordinary time rate of pay for the classification in which they are employed, plus a casual loading of 25%; and

(ii) must be paid a minimum of three hours each day they are employed.

10.6 The casual loading is instead of annual leave, paid personal/carer’s leave, notice of termination, redundancy benefits and the other entitlements of full-time or part-time employment.

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

(a) A casual employee, other than an irregular casual employee, 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) Every employer of such an employee must give the employee notice in writing of the provisions of clause 10.7 within four weeks of the employee having attained such period of six months. The employee retains their right of election under clause 10.7 if the employer fails to comply with clause 10.7(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 10.7(a), on receiving notice under clause 10.7(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 has 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 10.7(d), the employer and employee must, subject to clause 10.7(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 clauses 10.4(a) and 10.4(b).

(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 10.7(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 10.7(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 10.7(a).

(k) For the purposes of clause 10.7, an **irregular casual employee** is one who has been engaged to perform work on an occasional, non-systematic or irregular basis.
11. **Termination of employment**

11.1 Notice of termination is provided for in the NES.

11.2 **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.

11.3 **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.

12. **Redundancy**

12.1 Redundancy pay is provided for in the NES.

12.2 **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.

12.3 **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.

12.4 **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 11.3.

12.5 Transitional provisions

(a) Subject to clause 12.5(b), an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with the terms of a notional agreement preserving a State award:

(i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under *Workplace Relations Act 1996* (Cth) had applied to the employee; and

(ii) that would have entitled the employee to redundancy pay in excess of the employee’s entitlement to redundancy pay, if any, under the NES.

(b) The employee’s entitlement to redundancy pay under the notional agreement preserving a State award is limited to the amount of redundancy pay which exceeds the employee’s entitlement to redundancy pay, if any, under the NES.

(c) This clause does not operate to diminish an employee’s entitlement to redundancy pay under any other instrument.

(d) Clause 12.5 ceases to operate on 31 December 2014.

Part 4—Classifications and Minimum Wage Rates

13. Classifications

[_sched A renumbered as Sched B by PR991563]

13.1 All employees covered by this award must be classified according to the structure set out in Schedule B. Employers must advise their employees in writing of their classification and any changes to their classification.

13.2 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.

14. Minimum wages

14.1 A full-time employee must be paid a minimum weekly rate for their classification as set out in the table below:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Minimum weekly rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>$543.90</td>
</tr>
<tr>
<td>Level 2</td>
<td>$573.95</td>
</tr>
<tr>
<td>Level 3</td>
<td>$593.00</td>
</tr>
</tbody>
</table>

MA000055 This award does not come into force until 1 January 2010
Cement and Lime Award 2010

<table>
<thead>
<tr>
<th>Classification</th>
<th>Minimum weekly rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 4</td>
<td>605.80</td>
</tr>
<tr>
<td>Level 5</td>
<td>618.60</td>
</tr>
<tr>
<td>Level 6</td>
<td>637.60</td>
</tr>
<tr>
<td>Level 7</td>
<td>658.10</td>
</tr>
</tbody>
</table>

14.2 **Supported wage system**

[Sched C renumbered as Sched D by PR991563]

See Schedule D

14.3 **National training wage**

[Sched D renumbered as Sched E by PR991563]

See Schedule E

15. **Allowances**

15.1 **Industry disability allowance**

An employee engaged in any of the work specified in this award will be paid an allowance of 7.5% of the standard rate for that week to compensate for the disabilities of the industry. This additional rate will be regarded as part of the standard rate for all purposes.

15.2 **Leading hand**

(a) Employees performing work as a leading hand (as defined) or who are in charge of the plant will be paid the following additional percentage of the standard rate per week:

<table>
<thead>
<tr>
<th>Leading hand</th>
<th>% of standard rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 to 5 employees</td>
<td>4.0</td>
</tr>
<tr>
<td>6 to 16 employees</td>
<td>5.75</td>
</tr>
<tr>
<td>17 or more employees</td>
<td>7.5</td>
</tr>
</tbody>
</table>

(b) This allowance will be paid for all purposes.

15.3 **First aid allowance**

(a) An employee will be paid an additional 2.6% of the standard rate each week where the employee:

(i) has been trained to provide first aid;

(ii) holds a current and appropriate first aid qualification (such as a certificate from St John Ambulance or a similar body); and
(iii) is appointed by the employer to perform first aid duty.

(b) This payment will be regarded as part of the standard rate for all purposes.

15.4 Use of private vehicle

Where employees during working hours are directed by the employer to use their private vehicle for any purpose, they must be paid an allowance of $0.74 per kilometre travelled.

15.5 Protective clothing etc.

(a) Clothing issue

(i) Each employee must be provided with two pairs of appropriate overalls or trousers/shirt or shorts/shirt combinations per year free of charge.

(ii) Each employee must be provided with a maximum of two pairs of safety boots/shoes per year on a one pair for one pair replacement basis.

(iii) Any other article of protective clothing that is required must be provided by the employer and must be worn.

(iv) The employer must replace such articles when, in the opinion of the employer, they are no longer in a serviceable condition, but no employee will be entitled to a replacement unless they return the corresponding article issued to them or, if the article is lost or misplaced by the employee to whom it was issued, they must pay a reasonable price for the article.

(v) The articles supplied in accordance with this subclause will remain the property of the employer.

(b) Prescription case-hardened lenses

An employer who requires an employee to have their prescription lenses case-hardened must pay for the cost of such case-hardening.

(c) Replacement of damaged personal articles

An employer must compensate an employee to the extent of the damage sustained where, in the course of undertaking their work, the employee’s clothing (other than that referred to in clause 15.5(a)), spectacles, hearing aids or tools are damaged or destroyed by fire or molten metal or through the use of corrosive substances.

15.6 Travel, board and lodging

(a) Temporary transfer

Employees temporarily transferred from their usual place of employment to another location must be paid at ordinary time rates for all time in excess of that usually spent in travelling to their place of employment and when required to use their private vehicle must be paid an allowance as set out in clause 15.4 for all distance travelled in excess of that usually travelled to their place of employment.
(b) **Permanent change in locality**

An employee:

(i) employed in one locality to work in another; or

(ii) sent other than at their own request from their usual locality to another for employment which can reasonably be regarded as permanent, involving a change of residence;

must be paid travelling time whilst necessarily travelling between such localities and expenses for a period not exceeding three months or, in cases where the employee is in the process of buying a place of residence in the new locality, for a period not exceeding six months. Expenses will cease after the employee has taken up permanent residence at the new location.

(c) **Temporary change in locality**

An employee sent from their usual locality to another (in circumstances other than those prescribed in clause 15.6(b)) and required to remain away from their usual residence must be paid travelling time whilst necessarily travelling between such localities and such expenses incurred whilst so absent from their usual locality.

(d) **Rate for travelling time**

The rate of pay for travelling time will be ordinary rates, except on Sundays and holidays when it will be time and a half.

(e) **Maximum travelling time**

The maximum travelling time to be paid for will be 12 hours out of every 24, or when a sleeping berth is provided by the employer for all night travel, eight hours out of every 24.

(f) **Meaning of expense**

Expense for the purpose of clause 15.6 means:

(i) all fares reasonably incurred;

(ii) reasonable expenses incurred whilst travelling, including the amount calculated at the rate of $11.00 for each meal taken; and

(iii) the provision of reasonable board and lodging or a reasonable allowance to cover the cost incurred for board and lodging, not exceeding the amount calculated at the rate of $346.80 per week.

15.7 **Meal allowance for overtime**

(a) If an employee is required to work overtime for two hours or more after their normal finishing time the employee must be paid a meal allowance of $11.00. The employee will be entitled to this meal allowance again six hours or more after their normal finishing time and every four hours thereafter.
(b) If the employee is notified of the requirement to work overtime but is not called upon to work that overtime the employee must be paid the amount provided in clause 15.7(a).

15.8 Payment for wet weather

(a) When the employer or its responsible representative determines that the weather is too wet for ordinary duties, an employee will be paid on the basis of the rate prescribed for the appropriate classification in clause 14—Minimum wages for all time lost.

(b) An employee is not entitled to this payment unless the employee attends at and remains at the place of employment and is available and willing to perform work under cover when requested to do so, such other duties as may be allotted to the employee.

15.9 Adjustment of expense related allowances

(a) 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.

(b) 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:

<table>
<thead>
<tr>
<th>Allowance</th>
<th>Applicable Consumer Price Index figure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meal allowance</td>
<td>Take-away and fast foods sub-group</td>
</tr>
<tr>
<td>Vehicle allowance</td>
<td>Private motoring sub-group</td>
</tr>
<tr>
<td>Board and lodging</td>
<td>Domestic recreational, travel and holiday accommodation group</td>
</tr>
</tbody>
</table>

16. Accident pay

16.1 Subject to clause 16.2, an employee is entitled to accident pay in accordance with the terms of:

(a) a notional agreement preserving a State award that would have applied to the employee immediately prior to 1 January 2010 or an award made under the Workplace Relations Act 1996 (Cth) that would have applied to the employee immediately prior to 27 March 2006, if the employee had at that time been in their current circumstances of employment and no agreement made under the Workplace Relations Act 1996 (Cth) had applied to the employee; and

(b) that would have entitled the employee to accident pay in excess of the employee’s entitlement to accident pay, if any, under any other instrument.

16.2 The employee’s entitlement to accident pay under the notional agreement preserving a State award or the award is limited to the amount of accident pay which exceeds the employee’s entitlement to accident pay, if any, under any other instrument.

16 MA000055 This award does not come into force until 1 January 2010
16.3 This clause does not operate to diminish an employee’s entitlement to accident pay under any other instrument.

16.4 This clause ceases to operate on 31 December 2014.

17. Higher duties

An employee who is required to do work for which a higher rate is fixed than that provided for their classification will, if such work exceeds a total of two hours on any day, be paid for all work done on such day at the higher rate. In all other cases the employee will be paid the higher rate for the actual time worked.

18. Payment of wages

18.1 Pay week

Wages (including overtime, any penalties and allowances) must be paid weekly or by agreement between the employer and the employee fortnightly.

18.2 Method of payment

An employer may pay an employee’s wages by electronic funds transfer into a bank or financial institution nominated by the employee or by cash or cheque.

18.3 Time of payment—cash or cheque

If payment is by cash or cheque, wages will be paid during ordinary working hours.

18.4 Electronic funds transfer wages fail to be deposited

When an employee is paid by way of electronic funds transfer and their wages are not in their nominated account on the designated pay day the employer, if requested to do so by the employee, must provide their wages in cash by conclusion of the next day’s shift.

19. Superannuation

19.1 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.
19.2 **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.

19.3 **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 19.2.

(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 19.3(a) or 19.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 19.3(a) or 19.3(b) was made.

19.4 **Superannuation fund**

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 19.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 19.2 and pay the amount authorised under clauses 19.3(a) or 19.3(b) to one of the following superannuation funds:

(a) AustralianSuper;

(b) Australian Public Superannuation Fund;

(c) Australian Superannuation Savings Employment Trust (ASSET);

(d) Westscheme; or

(e) 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.

Part 5—Hours of Work and Related Matters

20. **Hours of work**

20.1 **38 hour week**

An employee will work an average of 38 ordinary hours each week as directed by the employer.
20.2 Ordinary hours of work

An employee’s ordinary hours of work will be worked:

(a) on any day of the week Monday to Friday inclusive; and
(b) between the hours of 6.00 am and 6.00 pm; or
(c) between such spread of hours as is agreed between the employer and the majority of the employees in the section of the operation concerned,

or if the employee is a shiftworker:

(d) any day of the week Monday to Friday inclusive; or
(e) by agreement with the majority of the employees in the section of the operation concerned on any day of the week Monday to Sunday inclusive.

20.3 Maximum 10 ordinary hour day

An employee’s ordinary hours of work must not exceed 10 hours on any day, unless it is agreed between the employer and the majority of the employees in the section of the operation concerned.

20.4 Rosters

The employer must give an employee a roster for their ordinary hours at least seven days in advance.

20.5 Afternoon shifts

Afternoon shift means any shift finishing after 6.00 pm and at or before midnight. If the employee is rostered to work an afternoon shift, the employee must be paid an afternoon shift allowance of 15% extra for such shift.

20.6 Night shift

Night shift means any shift finishing after midnight and at or before 8.00 am. If the employee is rostered to work a night shift, the employee must be paid a night shift allowance of 15% extra for such shift. Where an employee works permanent night shifts, a shift allowance of 30% extra is payable.

20.7 Changing from shiftwork to day work and day work to shiftwork

(a) An employer may change the roster of a shiftworker so that they work day work or a different shift by giving the employee:

(i) 48 hours’ notice of the change; or
(ii) less than 48 hours’ notice of the change provided that they are paid overtime rate for any such day or different shift in respect of which they were not given at least 48 hours’ notice.

(b) An employer may change the roster of a day worker so that they work shiftwork by giving the employee:

(i) 48 hours’ notice of the change; or
(ii) less than 48 hours’ notice of the change provided that they are paid overtime rates for any such shift in respect of which they were not given at least 48 hours’ notice.

(c) Subject to clauses 20.7(a) and 20.7(b) day workers who are required to transfer to afternoon or night shift or afternoon and night shift workers required to transfer to day work for a period of not less than eight hours on less than five consecutive days or shifts, will be paid at the rate of time and a half except on Saturdays, Sundays and public holidays when the appropriate penalty rates will apply.

20.8 Saturday shifts

If an employee works a shift, part of which is between midnight on a Friday and midnight on a Saturday, the employee must be paid at the rate of time and a half and such extra rate will be in substitution for and not cumulative upon the shift allowance.

20.9 Sunday shifts

If an employee works a shift, part of which is between midnight on a Saturday and midnight on a Sunday, the employee must be paid at the rate of double time and such extra rate will be in substitution for and not cumulative upon the shift allowance.

20.10 Public holiday shifts

If an employee works a shift, part of which is on a public holiday, the employee must be paid at the rate of double time and a half and such extra rate will be in substitution for and not cumulative upon the shift allowance.

20.11 Method of working the 38 hour week

The method of working the 38 hour week will be arranged by the employer fixing a roster:

(a) with one work day in the fourth week of a four week work cycle as a rostered day off on which the employee will be off work;

(b) with two half days on which the employee may be rostered off during a particular four week work cycle;

(c) for the employee to work their 38 ordinary hours each week in a fortnight, such that the employee is rostered off work for one day each fortnight; or

(d) for the employee to work less than eight ordinary hours on each day.

20.12 Rostered days off

(a) Rostered days off will be taken as a paid day off.

(b) Rostered days off on public holidays

When a rostered day off falls on a public holiday as prescribed in clause 27—Public holidays, the next working day will be taken instead of the rostered day off unless an alternative day is agreed to between the employee and the employer.
(c) **Rostered day off accrual**

Each day of paid leave taken and any public holiday occurring during any cycle of four weeks will be regarded as a day worked for the purposes of accruing a rostered day off.

(d) **Accumulation of rostered days off**

Rostered days off may be:

(i) accumulated for a specific purpose (taking with annual leave etc.) and taken at a time agreed by the employee and the employer (such agreement to be made in writing); or

(ii) accumulated for no specific purpose in which case they will:

- be taken with at least 24 hours’ notice on a day that does not disrupt the satisfactory operation of the enterprise; or

- by agreement between the employer and employee, be paid out by the employer to the employee at the rate of 7.6 ordinary hours pay per rostered day off accumulated but not taken as at 31 January each year.

21. **Meal breaks**

21.1 **Work before break**

An employee will not be required to work for more than five ordinary hours of work without a break for a meal which will be taken as unpaid. Provided that an employee and the employer may agree to extend the five ordinary hours before taking a break up to six hours.

21.2 **Continuity of operations**

The time of taking a scheduled meal break may be altered by agreement between an employee and the employer or by the employer but only if it is necessary to maintain continuity of operations.

21.3 **Staggering breaks**

The employer may stagger the time of taking a meal break to meet operational requirements.

21.4 **Meal breaks for shiftworkers**

Despite the provisions of this clause, if the employee is a shiftworker the employee must be allowed a 30 minute paid meal break during each shift, which will be counted as time worked.

21.5 **Working through a meal break**

Except as provided for in clauses 21.1 and 21.2, the employee must be paid at the rate of time and a half of ordinary time for all work done during their meal break and thereafter until a meal break is taken.
22. Rest breaks

22.1 Daily break

An employee must be given a paid rest break of 10 minutes each day.

22.2 Staggering

The employer may stagger the time of taking a rest break to meet operational requirements.

22.3 Continuous operation

The time of taking a scheduled rest break may be altered by agreement between the employee and the employer or by the employer but only if it is necessary to maintain continuity of operations.

22.4 Shiftworkers

In the case of shiftworkers the rest break may be combined (by the employer) with the paid meal break so as to enable a 40 minute paid meal break.

23. Overtime

23.1 Payment for employee other than continuous shiftworker

Subject to clauses 23.3 and 23.4, for all work performed by an employee other than a continuous shiftworker outside of and/or in excess of their ordinary hours the employee must be paid at the rate of time and a half for the first two hours and double time thereafter. Provided that for work done on a Sunday an employee must be paid at the rate of double time with a minimum payment for four hours’ work.

23.2 Payment for continuous shiftworker

(a) All time worked by continuous shiftworkers in excess of the ordinary working hours prescribed by this award will be paid at the rate of double time.

(b) Clause 23.2(a) will not apply when the time is worked:

(i) by arrangement between the employees themselves; or

(ii) for the purpose of effecting the customary rotation of shifts.

23.3 Day stands alone

Except as provided in clause 23.4, in computing overtime each day’s work will stand alone.

23.4 Rest period—10 hour break

(a) Where overtime work is necessary it will wherever reasonably practicable be so arranged that the employee has at least 10 consecutive hours off duty between the work of successive days.
Cement and Lime Award 2010

(b) Where the employee works so much overtime between the end of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least 10 consecutive hours off duty between those times they will be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(c) Where, on the instruction of the employer, the employee resumes or continues work without having had such 10 consecutive hours off duty, the employee will be paid at double their ordinary rate of pay until they are released from duty for such period and the employee will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

23.5 Recall

(a) If an employee is recalled to work overtime after leaving the operation (whether notified before or after leaving) the employee must be paid for a minimum of four hours’ work (whether worked or not) or where the employee has been paid for standing by the employee must be paid a minimum of three hours’ pay at the appropriate rate.

(b) This clause will not apply in cases where it is customary for the employee to return to the operation to perform a specific job outside their ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

(c) Overtime worked in the circumstances set out above, will not be regarded as overtime for the purposes of clause 23.6 when the actual time worked is less than three hours on each such recall.

(d) If the employee is directed to hold themself in readiness to work after their ordinary hours the employee must be paid stand-by time, at ordinary rates of pay, until released.

23.6 Overtime breaks

If an employee is required to work overtime for two hours after their normal ceasing time (and for each four hours thereafter) the employee must be provided with a 30 minute break without loss of pay, provided that overtime work continues after any such break.

23.7 Weekend overtime breaks

Where overtime is worked on a Saturday or Sunday and it continues after 12 noon, the employee must be given a paid break for a meal of 30 minutes between 12 noon and 1.00 pm, provided that the work continues after the meal break.

23.8 Weekend minimum

If an employee is required to work overtime on a Saturday or Sunday the employee must be given at least four hours’ work or receive four hours’ pay.
23.9 Time off instead of payment for overtime

(a) An employee may elect, with the consent of the employer, to take time off instead of payment for overtime at a time or times agreed with the employer within 12 months of the said election.

(b) Overtime taken as time off during ordinary time hours will be taken at the ordinary time rate; that is an hour for each hour worked.

(c) If, having elected to take time off in accordance with clause 23.9(a) and the time off is not taken for whatever reason, payment for time accrued at overtime rates will be made at the expiry of the 12 month period or on termination.

(d) Where no election is made in accordance with clause 23.9(a), the employee must be paid overtime rates in accordance with this award.

Part 6—Leave and Public Holidays

24. Annual leave

24.1 Annual leave is provided for in the NES.

24.2 Seven day shiftworkers

In addition to the leave provided for in Division 6 of the NES, shiftworkers who are rostered to work regularly on Sundays and public holidays will be allowed an additional one week’s leave; provided that if, during the year of employment, an employee has served for only a portion of it as a seven day shiftworker, the additional leave will be one day for every 36 ordinary shifts worked as a seven day shiftworker.

24.3 Leave in advance

By agreement between an employer and an employee a period of annual leave may be taken in advance of the entitlement accruing. 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.

24.4 Close-down

(a) Where an employer intends temporarily to close (or reduce to nucleus) the enterprise, operation or a section of the operation for the purpose, amongst others, of allowing annual leave to the employees concerned or a majority of them, the employer may give those employees one month’s notice in writing of an intention to apply the provisions of this clause.

(b) In the case of any employee employed after notice has been given, notice must be given to that employee on the date they are offered employment.

(c) An employee who has accrued sufficient annual leave at the date of closing in accordance with clause 24.4(a), must be:
(i) given annual leave commencing from the date of closing; and
(ii) paid 1/12th of their ordinary pay for any period of employment between accrual of the employee’s right to the annual leave and the date of closing.

(d) Any employee who has not accrued sufficient annual leave at the date of closing must be:

(i) given leave without pay from the date of closing; and
(ii) paid for any public holiday during such leave for which the employee is entitled to payment.

24.5 Leave must be taken within 18 months

Annual leave must be taken within 18 months of the entitlement accruing. For the purpose of ensuring accrued annual leave is taken within that period and in the absence of agreement as provided for in s.88 of the Act, an employer may direct an employee to take a period of annual leave from a particular date provided the employee is given at least 28 days’ notice.

24.6 Payment and loading

Before the start of an employee’s annual leave the employer must pay the employee:

(a) instead of the base rate of pay referred to in s.90(1) of the Act, the amount the employee would have earned for working their normal hours, exclusive of overtime or other penalties, had they not been on leave; and

(b) an additional loading of 17.5% of the employee’s minimum weekly rate prescribed in clause 14—Minimum wages. Shiftworkers receive 17.5% or their shift penalties, whichever is greater.

25. Personal/carer’s leave and compassionate leave

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

26. Community service leave

Community service leave is provided for in the NES.

27. Public holidays

27.1 Public holiday entitlements are provided for in the NES.

27.2 Substitution of public holidays by agreement

By agreement between the employer and the majority of employees in an enterprise, another day may be substituted for a public holiday.
27.3 Payment for work on a public holiday

If an employee works on any of the public holidays arising from this clause or any day substituted for such public holidays the employee must be paid at the rate of double time and a half of their ordinary rate of pay.
Schedule A—Transitional Provisions

[Sched A inserted by PR991563]

A.1 General

A.1.1 The provisions of this schedule deal with minimum obligations only.

A.1.2 The provisions of this schedule are to be applied:

(a) when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this award on the other;

(b) when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;

(c) when a loading or penalty in this award has no equivalent provision in a relevant transitional minimum wage instrument or award-based transitional instrument; or

(d) when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

A.2 Minimum wages – existing minimum wage lower

A.2.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

(a) was obliged,

(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or

(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage lower than that in this award for any classification of employee.

A.2.2 In this clause minimum wage includes:

(a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;

(b) a piecework rate; and

(c) any applicable industry allowance.

A.2.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.
The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.

From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

- First full pay period on or after 1 July 2010: 80%
- 1 July 2011: 60%
- 1 July 2012: 40%
- 1 July 2013: 20%

The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

(a) was obliged,

(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or

(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage higher than that in this award for any classification of employee.

In this clause minimum wage includes:

(a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;

(b) a piecework rate; and

(c) any applicable industry allowance.

Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.
A.3.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

**First full pay period on or after**

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<tr>
<th>Date</th>
<th>Proportion</th>
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<tbody>
<tr>
<td>1 July 2010</td>
<td>80%</td>
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<tr>
<td>1 July 2011</td>
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<td>40%</td>
</tr>
<tr>
<td>1 July 2013</td>
<td>20%</td>
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</tbody>
</table>

A.3.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.

A.3.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.4 **Loadings and penalty rates**

For the purposes of this schedule loading or penalty means a:

- casual or part-time loading;
- Saturday, Sunday, public holiday, evening or other penalty;
- shift allowance/penalty.

A.5 **Loadings and penalty rates – existing loading or penalty rate lower**

A.5.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

(a) was obliged,

(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or

(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a lower rate than the equivalent loading or penalty in this award for any classification of employee.

A.5.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument for the classification concerned.

A.5.3 The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.
From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

**First full pay period on or after**

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<th>Date</th>
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<tbody>
<tr>
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</tr>
<tr>
<td>1 July 2013</td>
<td>20%</td>
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</table>

These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

**Loadings and penalty rates – existing loading or penalty rate higher**

**A.6.1** The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

(a) was obliged,

(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or

(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a higher rate than the equivalent loading or penalty in this award, or to pay a particular loading or penalty and there is no equivalent loading or penalty in this award, for any classification of employee.

**A.6.2** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument.

**A.6.3** The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage. Where there is no equivalent loading or penalty in this award, the transitional percentage is the rate in A.6.2.

**A.6.4** From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

**First full pay period on or after**

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<th>Date</th>
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<tbody>
<tr>
<td>1 July 2010</td>
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<td>40%</td>
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<td>1 July 2013</td>
<td>20%</td>
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</table>

These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.
A.7 Loadings and penalty rates – no existing loading or penalty rate

A.7.1 The following transitional arrangements apply to an employer not covered by clause A.5 or A.6 in relation to a particular loading or penalty in this award.

A.7.2 Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this award.

A.7.3 From the following dates the employer must pay no less than the following percentage of the loading or penalty in this award:

**First full pay period on or after**

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<th>Date</th>
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<tbody>
<tr>
<td>1 July 2010</td>
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<tr>
<td>1 July 2013</td>
<td>80%</td>
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A.7.4 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.
Schedule B—Classification Descriptions

[Sched A renumbered as Sched B by PR991563]

B.1 Level 1

A Level 1 employee is an entry level employee without the necessary competency to be classified in Levels 2 to 6 undertaking Basic competency training.

B.2 Level 2

A Level 2 employee is an employee who has attained the Basic competency and is:

B.2.1 developing Yard competency (set out in Schedule C—Core Competencies) working under general supervision until fully competent; or

B.2.2 developing competency in one element of the Production competency (set out in Schedule C—Core Competencies) working under general supervision until fully competent.

B.3 Level 3

A Level 3 employee is an employee who has attained the Basic competency and is:

B.3.1 competent in one element of the Production competency set out in Schedule C—Core Competencies;

B.3.2 developing Bulk Despatch competency (set out in Schedule C—Core Competencies) working under general supervision until fully competent;

B.3.3 developing Package Products competency (set out in Schedule C—Core Competencies) working under general supervision until fully competent; or

B.3.4 developing Laboratory competency (set out in Schedule C—Core Competencies) working under general supervision until fully competent.

B.4 Level 4

A Level 4 employee is an employee who has attained the Basic competency and is:

B.4.1 competent in two elements of the Production competency (set out in Schedule C—Core Competencies);

B.4.2 competent in all elements of the Yard competency (set out in Schedule C—Core Competencies); or

B.4.3 developing the Control Room Operation competency (set out in Schedule C—Core Competencies) and operating a plant producing up to 0.5 million tonnes of product per year working under direct supervision until competent to work under general supervision.
B.5 **Level 5**

A Level 5 employee is an employee who has attained the Basic competency and is:

B.5.1 competent in three to four elements of the Production competency (set out in Schedule C—Core Competencies);

B.5.2 competent in all elements of the Bulk Despatch competency (set out in Schedule C—Core Competencies);

B.5.3 competent in all elements of the Packaged Products competency (set out in Schedule C—Core Competencies);

B.5.4 competent in all elements of the Laboratory competency (set out in Schedule C—Core Competencies);

B.5.5 competent in the Control Room Operation competency (set out in Schedule C—Core Competencies) and operating a plant producing up to 0.5 million tonnes of product per annum working under general supervision until fully competent; or

B.5.6 developing the Control Room Operation competency (set out in Schedule C—Core Competencies) and operating a plant producing in excess of 0.5 million tonnes of product per year working under direct supervision until competent to work under general supervision.

B.6 **Level 6**

A Level 6 employee is an employee who has attained the Basic competency and is:

B.6.1 competent in the Control Room Operation competency (set out in Schedule C—Core Competencies) and operating a plant producing in excess of 0.5 million tonnes of product per annum working under general supervision until fully competent;

B.6.2 fully competent in Control Room Operation (set out in Schedule C—Core Competencies) and operating a plant producing up to 0.5 million tonnes of product per annum; or

B.6.3 competent in all elements of the Production competency (set out in Schedule C—Core Competencies).

B.7 **Level 7**

A Level 7 employee is an employee who has attained the Basic competency and is fully competent in Control Room Operation (set out in Schedule C—Core Competencies) and operating a plant producing in excess of 0.5 million tonnes of product per year.
Cement and Lime Award 2010

Schedule C—Core Competencies

[Sched B renumbered as Sched C by PR991563]

C.1 Training

C.1.1 Structured Training and the Australian Quality Training Framework

All training will be structured competency based training (and assessment) and if requested by the employee or required by the employer the employee will complete structured training and assessment as available under the Australian Quality Training Framework, in accordance with nationally registered training packages (aligned to the relevant competencies in clause C.2 below) as approved by the Industry Skills Council, currently “Skills DMC”.

This may require one or more packages to be completed for each competency or element of a competency.

C.1.2 Training Programs

An employer will prepare a training program for an employee in consultation with them that is consistent with the operational needs of the employer’s business setting out:

(a) any competencies (or elements within competencies), in addition to those already held, to be acquired;

(b) the process by which the employee will acquire them (RPL, on-the-job training, off-the-job training, mentor program, etc.); and

(c) an indicative timetable for acquiring them.

C.2 Competencies

Employees must perform all activities incidental to the competencies/elements acquired.

C.2.1 Production

Elements:

(a) hot end clinker burning and storage;

(b) cold end kiln feed preparation;

(c) raw materials and fuels handling;

(d) milling and grinding of product; and

(e) operation of mobile equipment associated with production.

C.2.2 Yard

Elements:

(a) general labouring; and
(b) operation of mobile plant including but not limited to cleaning equipment, road sweepers and trucks.

C.2.3 Bulk Despatch

Element:

loading out of product by road and/or rail.

C.2.4 Package Products

Elements:

(a) operation of all bagging equipment;

(b) warehousing; and

(c) despatch of bagged product.

C.2.5 Laboratory

Elements:

(a) physical testing of product;

(b) quality control; and

(c) sample collection and preparation.

Activities to be undertaken to any relevant Australian Standard as required by the employer.

C.2.6 Control Room Operation

Element:

operation of a plant and process control room through electronic medium to predetermined standards.

C.2.7 Basic

Elements:

(a) working safely and follow occupational health and safety policies and procedures;

(b) conducting local risk control;

(c) communicate in the workplace;

(d) contribute to quality work outcomes; and

(e) operate light vehicles.
Schedule D—Supported Wage System

[Sched C renumbered as Sched D by PR991563]

D.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.

D.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 Education, Employment and Workplace Relations that records the employee’s productive capacity and agreed wage rate

D.3 Eligibility criteria

D.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.

D.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.
D.4  **Supported wage rates**

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

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<tr>
<th>Assessed capacity (clause D.5)</th>
<th>Relevant minimum wage</th>
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D.4.2  Provided that the minimum amount payable must be not less than $69 per week.

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

D.5  **Assessment of capacity**

D.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.

D.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.

D.6  **Lodgement of SWS wage assessment agreement**

D.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 Fair Work Australia.

D.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 Fair Work Australia to the union by certified mail and the agreement will take effect unless an objection is notified to Fair Work Australia within 10 working days.
D.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.

D.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.

D.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.

D.10  Trial period

D.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.

D.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.

D.10.3  The minimum amount payable to the employee during the trial period must be no less than $69 per week.

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

D.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 D.5.
Schedule E—National Training Wage

[Sched D renumbered as Sched E by PR991563]