

The Cement, Lime and Quarrying Award—Exposure Draft was first published on 11 September 2014. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
13 February 2019	Incorporates changes resulting from <a href="#">[2017] FWCFB 3433</a>	1.2, 4, 16, 22, 30.6, Schedule G (NTW - deleted), Schedule I (Definitions - moved to clause 2)
	Incorporates change resulting from <a href="#">[2015] FWCFB 6656</a> at [74], <a href="#">[2015] FWCFB 4658</a> at [91]	1.5 (deleted), 18.2(a)
	Incorporates change resulting from <a href="#">PR593838</a> , <a href="#">PR606361</a>	16, Schedule G (NTW - deleted)
	Incorporates changes resulting from <a href="#">PR598110</a>	Schedule J
	Incorporates changes resulting from <a href="#">[2018] FWCF 3500</a> , <a href="#">PR606361</a> , <a href="#">PR606380</a> , <a href="#">PR606518</a> , <a href="#">PR606535</a> , <a href="#">PR606630</a>	16, 18, Schedule C, Schedule D, Schedule E, Schedule F
	Error corrected	F.6.1
	Incorporates changes resulting from <a href="#">[2018] FWCFB 3936</a> , <a href="#">PR609373</a> , <a href="#">PR609354</a>	19A (clause deleted)
	Incorporates changes resulting from <a href="#">PR700444</a> , <a href="#">PR700440</a>	22
	Incorporates changes resulting from <a href="#">PR701683</a>	Schedule H (Definitions - moved to clause 2)
	Incorporates changes resulting from <a href="#">[2018] FWCFB 3802</a> and <a href="#">[2018] FWCFB 5602</a>	1.3, 1.5 (deleted), , 1.5 (renumbered), 10.1, 15.5, 18.2(a), 20.1(e), 20.2(d), 20.2(e), 22.2, 22.5(a), Schedule C, Schedule D
	Incorporates changes resulting from <a href="#">[2018] FWCFB 6863</a> , <a href="#">PR701437</a> , <a href="#">PR701458</a>	6
	Administrative changes by Modern Awards team	10.3 (deleted), 17
Incorporates changes resulting from <a href="#">[2015]</a>	17	

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The Cement, Lime and Quarrying Award—Exposure Draft was first published on 11 September 2014. Subsequent amendments to the draft are as follows:		
Publication date	Reason for amendments	Clauses affected
	<a href="#">FWCFB 4658</a>	
	Modern Awards team have consolidated the definition of ‘ <a href="#">standard rate</a> ’ and made consequential changes to the summary of monetary allowance schedule	E.1.1, Schedule E, Schedule I
	Incorporates changes resulting from <a href="#">[2018] FWCFB 4735</a> , <a href="#">PR610099</a> and <a href="#">PR610062</a>	17
	Incorporates changes resulting from <a href="#">[2018] FWCFB 4704</a> , <a href="#">PR610218</a>	5, 28, 29, 30, 31
	Incorporates changes resulting from <a href="#">[2018] FWCFB 1548</a>	7.2
	<a href="#">Exposure Draft</a>	
2 September 2019	Incorporating changes resulting from <a href="#">[2015] FWCFB 4658</a> at [57]	18
	Incorporating changes resulting from <a href="#">[2019] FWCFB 1255</a> at [41]	A.2.2
	Incorporating changes resulting from <a href="#">[2019] FWCFB 1333</a> at [35]	1.5 (deleted)
	Incorporates changes resulting from <a href="#">[2019] FWCFB 2548</a> , <a href="#">PR706932</a> , <a href="#">PR707017</a> .	32
	Incorporating changes resulting from AWR 2018–19 Decision <a href="#">[2019] FWCFB 3500</a> , <a href="#">PR707447</a> , <a href="#">PR707467</a> , <a href="#">PR707645</a> , <a href="#">PR707669</a> , <a href="#">PR709080</a>	16, 18, Schedule C, Schedule D, Schedule E, Schedule F
	Incorporating changes resulting from <a href="#">[2019] FWCFB 5144</a>	26

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The Cement, Lime and Quarrying Award—Exposure Draft was first published on 11 September 2014. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
	Incorporating changes resulting from <a href="#">[2019] FWCFB 5145</a> ( <a href="#">determination</a> in draft form).	7, 27, Schedule J
	Administrative changes made by Modern Awards team to the document structure and Part and clause titles in accordance with <a href="#">[2019] FWCFB 5409</a> at [6] and Attachment A	Part 1—, 1.4 (deleted), 2, 7, 9, 10, 11, 13, 14, 14.5, 15, 16, 16.3, 16.5, 18.3, Part 5—, 20, 21, Part 6—, 25, Part 8—, 31, 32, Schedule A, Schedule B, Schedule E, Schedule F, Schedule G— National Training Wage (deleted), Schedule I— Definitions (moved), Schedule J
	Incorporating changes resulting from <a href="#">[2019] FWCFB 5409</a>	4.4, 4.5, 16

## EXPOSURE DRAFT

### Cement, Lime and Quarrying Award 20XX

This exposure draft has been prepared by staff of the Fair Work Commission based on the **Cement and Lime Award 2010** (the Cement and Lime award) and the **Quarrying Award 2010** (the Quarrying award) as at 11 September 2014 and incorporates award updates up to 20 June 2019. This exposure draft does not seek to amend any entitlements under the Cement and Lime award and the Quarrying award. Instead, it has been prepared to address some of the structural issues identified in modern awards and to apply plain language drafting principles and techniques.

The review of this award in accordance with section 156 of the *Fair Work Act 2009* is being dealt with in matters [AM2014/68](#) and [AM2014/86](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Some transitional provisions have been deleted as a result of decisions made during the reviews.

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

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## Part 1—Application and Operation of this Award

### 1. Title and commencement

Clause 1.4 deleted as a result of re-structure [2019] FWCFB 5409 at [6]. Clause 1.5 deleted in accordance with [2019] FWCFB 1333 at [35].

- 1.1 This award is the *Cement, Lime and Quarrying Award 20XX*.
- 1.2 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 this award as it existed prior to that variation. A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the *Quarrying Award 2010* as it existed prior to its revocation.

~~1.4 Schedule I Definitions sets out definitions that apply in this award.~~

~~1.5 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.~~

### 2. Definitions

In this award, unless the contrary intention appears:

**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

**cement and lime industry** has the meaning given in clause 4.2

**continuous shiftwork** means work carried on over consecutive shifts of employees throughout the 24 hours of at least ~~six~~ 6 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

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

**employee in charge of processing plant** means:

- (a) when ~~two~~ 2 or more employees are employed at the processing plant at one time, the employee who is appointed by the; or
- (b) an employee appointed by the employer; or
- (c) when the employee is the only person of the employee's class appointed by the employer on the processing plant, the employee who does the general repair work of the plant in addition to the work of operating, but not when the employee merely assisting a fitter or engineer to do the work

**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 to 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 contained in [sections 59 to 131](#) of the [Act](#)

**ordinary hourly rate** means the hourly rate for an employee's classification specified in clause 16 ~~Minimum rates~~ ~~Minimum rates~~, inclusive of the industry allowance. Where an employee is entitled to an additional all-purpose allowance, this allowance forms part of the employee's ordinary hourly rate.

**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

**quarrying industry** has the meaning given in clause 4.3

**shiftwork** means work on any afternoon or night shift

**standard rate** means:

**cement and lime industry** – the minimum weekly rate for Level 5 in clause 16 ~~Minimum rates~~ ~~Minimum rates~~

**quarrying industry** - the minimum weekly rate for Grade 5 in clause 16 ~~Minimum rates~~ ~~Minimum rates~~

### 3. The National Employment Standards and this award

- 3.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.
- 3.2 Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.
- 3.3 The employer must ensure that copies of 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.

### 4. Coverage

Clause 4.4 and 4.5 amended in accordance with [\[2019\] FWCFB 5409](#) at [118].

- 4.1 This industry award covers employers throughout Australia in the cement and lime industry and quarrying industry and their employees in the classifications listed in Schedule C—Cement and Lime Industry—Summary of Hourly Rates of Pay and Schedule D—Cement and Lime Industry—Summary of Hourly Rates of Pay to the exclusion of any other modern award.
- 4.2 The **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 receipt of and/or the distribution of cement, clinker, flyash, lime or hydrated lime into or from bulk silos.
- 4.3 The **quarrying** industry means:
- (a) operations in lime and/or stone quarries, sand pits or gravel pits, other than dimension stone, brick, shale or slate quarries; and
  - (b) operations (other than in a quarry) where the plant and equipment is principally used to crush, screen and/or blend materials such as stone, brick, concrete, masonry, asphalt etc. to produce recycled material, including aggregates, road bases, gravels, fine sands and/or coarse sands and/or a blend of these.
- 4.4 This award covers an employer which supplies labour on an on-hire basis in the [cement and lime and quarrying](#) industries ~~set out in clause 4.2 and 4.3~~ 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 Clause 4.4~~ operates subject to the exclusions from coverage in this award.



- 4.5 This award covers employers which provide group training services for trainees engaged in the cement and lime and quarrying industry and/or parts of those industries ~~set out at clause 4.2 and 4.3~~ 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 4.2 and 4.3 are being performed. ~~This subclause~~ Clause 4.5 operates subject to the exclusions from coverage in this award.
- 4.6 This award does not cover:
- (a) employees excluded from award coverage 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.
- 4.7 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

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

## 5. Individual flexibility arrangements

- 5.1 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.
- 5.2 An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 5.3 An agreement may only be made after the individual employee has commenced employment with the employer.

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- 5.4** 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.
- 5.5** 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.
- 5.6** 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.
- 5.7** 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.
- 5.8** Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 5.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 5.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 5.11** 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](#)).

- 5.12** An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 5.13** The right to make an agreement under clause 5 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.

## **6. Requests for flexible working arrangements**

### **6.1 Employee may request change in working arrangements**

Clause 6 applies where an employee has made a request for a change in working arrangements under section 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 section 65(1A). Clause 6 supplements or deals with matters incidental to the [NES](#) provisions.

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

NOTE 3: Clause 6 is an addition to section 65.

### **6.2 Responding to the request**

Before responding to a request made under section 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 section 65 request within 21 days, stating whether the employer grants or refuses the request (section 65(4)).

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

### **6.3 What the written response must include if the employer refuses the request**

- (a) Clause 6.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.2.
- (b) The written response under section 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.

- (c) If the employer and employee could not agree on a change in working arrangements under clause 6.2, then the written response under section 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.

**6.4 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 6.2 on a change in working arrangements that differs from that initially requested by the employee, then the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

**6.5 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 6, can be dealt with under clause 30—Dispute resolution.

**7. Facilitative provisions**

Clause 7 amended in accordance with [\[2019\] FWCFB 5145](#) at [50] ([determination](#) in draft form).

7.1 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.

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

Clause	Provision	Agreement between an employer and:
13.2	Ordinary hours of work	The majority of employees
13.4	Maximum 10 ordinary hour day	The majority of employees
15.1	Unpaid meal breaks	An individual
17	Payment of wages	An individual
20.8	Time off instead of payment for overtime	An individual
22.9	Annual leave in advance	An individual
<del>22.10</del> 22.10	Cashing out of annual leave	An individual
27.3	Substitution of public holidays by agreement	<del>The majority of employees</del> An individual

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## Part 2—Types of Employment and classifications

### 8. Types of employment

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

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

8.2 At the time of commencing employment an employer will inform each employee of the category of their employment, in particular, whether they are to be full-time, part-time or casual.

### 9. Full-time employees

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

### 10. Part-time employees

10.1 A part-time employee is an employee who works:

- (a) less than 38 ordinary hours per week; and
- (b) a regular number of ordinary hours each week.

10.2 At the time of commencing employment, the employer and the part-time employee will agree, in writing, on a regular pattern of work specifying at least:

- (a) the hours which will be worked each day;
- (b) the days of the week the employee will work; and
- (c) the actual starting and finishing times on each day.

10.3 The agreed regular pattern of work may only be changed by an agreement in writing between the employer and the employee that is made before the change occurs.

10.4 The agreement made under clause 10.2 and any variations will be retained by the employer and a copy will be given to the employee.

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

10.6 A part-time employee must be paid for ordinary hours worked at the ordinary hourly rate that applies to the class of work performed.

## 11. Casual employees

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals.

**11.1** A casual employee is an employee who is engaged and paid as a casual employee.

**11.2** A casual employee:

- (a) must, in addition to the ordinary hourly rate, be paid a loading of 25% of the ordinary hourly rate for the classification in which they are employed; and
- (b) must be paid a minimum of ~~three~~3 hours each day they are employed.

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

Casual conversion clause referred to Plain Language Full Bench, see [\[2018\] FWCFB 5602](#) at [20].

### 11.4 Casual conversion to full-time or part-time employment

#### (a) Eligible casual employee

An eligible casual employee is a casual employee:

- (i) who works on a regular and systematic basis;
- (ii) who is employed for a sequence of periods of ~~six~~6 months; and
- (iii) whose employment is to continue beyond the period of ~~six~~6 months.

An eligible casual employee has the right, after ~~six~~6 months, to elect to have their contract of employment converted to full-time or part-time employment.

#### (b) Notice and election of casual conversion

- (i) An employer of an eligible casual employee must give the employee notice in writing of the provisions of clause 11.4 within ~~four~~4 weeks of the employee having reached the ~~six~~6 month period.
- (ii) The employee retains their right of election under clause 11.4 if the employer fails to comply with clause 11.4(b)(i).
- (iii) An eligible casual employee may give ~~four~~4 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 clause 11.4(b)(i); or
  - after the expiry of the time for giving notice.

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- (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**

- (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 11.4(b)(iii), the employer and employee must, subject to clause 11.4(b)(iii), discuss and agree on:
- which form of employment the employee will convert to, being full-time or part-time; 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 10.2.
- (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 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 to 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) Variation of the casual conversion six-month eligibility period**

- (i) Clause 11.4(a) may be varied as if the reference to ~~six~~6 months is a reference to 12 months by agreement between the employer and:
- the majority of the employees in the workplace;
  - the majority of the employees in a section or sections of the workplace;  
or
  - the casual employee concerned.
- (ii) An agreement to vary the six-month period with an individual employee must be reached within the ~~two~~2 months before the period of ~~six~~6 months referred to in clause 11.4(a).
- (iii) The employer may only make an agreement with an individual employee or group of employees who are currently engaged.
- (iv) Any agreement reached must be kept by the employer as a time and wages record.
- (f) An employee must not be engaged and re-engaged to avoid any obligation under this award.

**12. Classifications**

- 12.1 An employee covered by this award must be classified according to the structure set out in Schedule A—~~Cement and Lime Industry—Classifications and Core Competencies~~ and Schedule B—~~Cement and Lime Industry—Classifications and Core Competencies~~.
- 12.2 Employers must advise their employees in writing of their classification and any changes to their classification.
- 12.3 The classification by the employer must be according to the skill level or levels required to be exercised by the employee in order to carry out the principal functions of the employment as determined by the employer.

**Part 3—Hours of Work**

**13. Ordinary hours of work**

**13.1 38 hour week**

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



**13.2 Ordinary hours of work**

**(a) Employees other than shiftworkers**

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

- (i) on any day of the week Monday to Friday inclusive; and
- (ii) within the spread of hours defined in clause 13.3; or
- (iii) between such spread of hours as is agreed between the employer and the majority of the employees in the section of the operation concerned.

**(b) Shiftworkers**

A shiftworker’s ordinary hours of work will be worked:

- (i) on any day of the week Monday to Friday inclusive; or
- (ii) 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.

**13.3 Spread of hours**

Industry	Spread of hours
Cement and lime industry	6.00 am – 6.00 pm
Quarrying industry	6.30 am – 6.00 pm

**13.4 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.

**14. Rostering arrangements**

**14.1 Rosters**

The employer must give an employee who works shift work a roster for their ordinary hours at least 7 days in advance.

**14.2 Changing from shiftwork to day work and vice versa—cement and lime industry**

- (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 a change, provided they must be paid at the overtime rate for any day work or different shift in respect of which the employee was 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 a change, provided they must be paid at the overtime rate for any shift in respect of which the employee was not given at least 48 hours' notice.
- (c) Subject to clauses 14.2(a) and 14.2(b), where the employer requires:
  - (i) a day worker to transfer to afternoon or night shift; or
  - (ii) a shiftworker to transfer to day work

for a period of at least ~~eight~~8 hours on less than ~~five~~5 consecutive work days or shifts, the employee will be paid 150% of the ordinary hourly rate except on Saturdays, Sundays and public holidays when the appropriate penalty rates will apply.

#### 14.3 Changing from shiftwork to day work and vice versa—quarrying industry

Unless otherwise agreed, the employer may direct an employee to change from regularly working day work to regularly working shiftwork (or vice versa) by giving the employee one month's notice in writing and the employee will then work their ordinary hours on the shifts/days the employee has been rostered to work.

#### 14.4 Changes to rosters—quarrying industry

Despite clause 14.1, if due to unforeseen circumstances the employer needs to change an employee's roster to keep the quarry or operation operating effectively the employer may change the employee's roster:

- (a) upon giving the employee no less than notice on the previous day of any such change if the employee is a day worker; or
- (b) upon giving the employee no less than notice on the previous day of any such change if the employee is a shiftworker provided that if the employee is given less than ~~seven~~7 days' notice the employee will continue to be paid their shift penalties for the balance of the ~~seven~~7 days even if the employee is transferred to day work.

#### 14.5 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~~4 week work cycle as a rostered day off on which the employee will be off work;
- (b) with ~~two half~~2.5 days on which the employee will be rostered off during a particular ~~four~~4 week work cycle;

- (c) for the employee to work their 38 ordinary hours each week in the fortnight, such that the employee is rostered off work for one day each fortnight; or
- (d) for the employee to work less than ~~eight~~8 ordinary hours on each day.

#### 14.6 Rostered days off

- (a) A rostered day 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 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~~4 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 accumulated:

- (i) for a specific purpose (taking with annual leave etc.) and taken at a time agreed in writing by the employee and the employer; or
- (ii) for no specific purpose in which case they will:
  - be taken with at least 24 hours' notice to the employer 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.

- (e) **Working on RDOs—quarrying industry**

Where an employee is required to work on the employee's rostered day off, the employee will be afforded the choice of another day off to be taken or the employee will be paid at the rate of double time.

### 15. Breaks

#### 15.1 Unpaid meal breaks

- (a) **Work before a break for meals**

- (i) An employee will not be required to work more than ~~five~~5 ordinary hours of work without a break for a meal.
- (ii) An employer and an employee may agree to extend the period by up to one additional hour.

**(b) 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.

**(c) Staggering breaks**

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

**15.2 Paid meal breaks for shiftworkers**

Despite the provisions of ~~this~~ clause 15, 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.

**15.3 Working through a meal break**

Except as provided for in clauses 15.1(a) and 15.1(b), the employee must be paid at the rate of 150% of ordinary time for all work done during their meal break and thereafter until a meal break is taken.

**15.4 Paid rest breaks**

**(a) Daily break**

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

**(b) Staggering**

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

**(c) 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.

**(d) 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.

**15.5 Overtime break**

Where an employer requires an employee to work overtime for ~~two~~ 2 hours after the end of the employee's scheduled hours of work, the employee is entitled to take a 30 minute break without loss of pay where the overtime work continues after the break, and is entitled to a further break on the same basis for every ~~four~~ 4 hours of overtime worked after that.

**15.6 Weekend overtime breaks**

Where an employer directs an employee to work overtime on a Saturday or Sunday and the work continues after 12 noon, the employee is entitled to take a paid meal break of 30 minutes between 12 noon and 1.00 pm where the overtime work continues after the meal break.

**15.7 Minimum 10 hour break between periods of work**

- (a) Where overtime work is necessary it will wherever reasonably practicable be arranged so that the employee has at least 10 consecutive hours off duty between the work of successive days.
- (b) Where an employee is released from duty after working overtime they will be entitled to be absent from duty until they have had 10 consecutive hours off duty without loss of pay for ordinary time occurring during this absence.
- (c) Where an employer instructs an employee to resume work in a case where the employee has not had 10 consecutive hours off duty, the employee will be paid 200% of the ordinary hourly rate of pay until they are released from duty for 10 consecutive hours without loss of pay for ordinary time occurring during this absence.

**15.8 Eight hour rest period for shiftworkers—quarrying industry**

The provisions of clause 15.7 will apply in the case of shiftworkers who rotate from one shift to another as if ~~eight~~ hours were substituted for 10 hours when overtime is worked:

- (a) for the purpose of changing shift rosters; or
- (b) where a shiftworker does not report for duty.

**Part 4—Wages and Allowances**

**16. Minimum rates**

Monetary amounts have been adjusted as a result of AWR 2019 – changes not tracked  
 Minimum rates table amended in accordance with [\[2019\] FWCFB 5409](#) at [114].

**16.1 Cement and lime industry ~~rates~~wages**

An employer must pay their employees in the cement and lime industry the following minimum wages:

Employee classification	Minimum weekly rate <u>(full-time employee)</u> \$	Minimum hourly rate \$
Level 1	740.80	19.49
Level 2	779.70	20.52

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Employee classification	Minimum weekly rate (full-time employee) \$	Minimum hourly rate \$
Level 3	804.40	21.17
Level 4	821.20	21.61
Level 5	837.60	22.04
Level 6	862.50	22.70
Level 7	889.00	23.39

See Schedule C—~~Cement and Lime Industry—Classifications and Core Competencies—Cement and Lime Industry—Classifications and Core Competencies~~ for a summary of hourly rates of pay including overtime and penalties.

**16.2 Quarrying industry ~~rates wages~~**

An employer must pay their employees in the quarrying industry the following minimum wages:

Employee classification	Minimum weekly rate (full-time employee) \$	Minimum hourly rate \$
Grade 1	740.80	19.49
Grade 2	761.60	20.04
Grade 3	813.00	21.39
Grade 4	837.20	22.03
Grade 5	862.50	22.70
Grade 6	889.00	23.39

See Schedule B—Quarrying Industry—Classifications and Core Competencies for a summary of hourly rates of pay including overtime and penalties.

**16.3 Higher duties**

- (a) An employee required by the employer to perform the duties of a position at a higher classification level for more than a total of ~~two~~2 hours, must be paid the rate applicable to that higher level for all work done on that day.
- (b) An employee required by the employer to perform the duties of a position at a higher classification level for a total of ~~two~~2 hours or less, must be paid the higher rate for the actual time worked at that higher level.

**16.4 Supported wage system**

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

**16.5 National training wage**

- (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~~ **1 July 2019**. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Cement and Lime Award 2010*, *Quarrying Award 2010* and not the *Miscellaneous Award 2010*.

**17. Payment of wages**

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

**17.1 Wages (including overtime, penalties and allowances) must be paid:**

- (a) weekly; or
- (b) by agreement between the employer and the employee, fortnightly.

**17.2 Wages may be paid:**

- (a) by electronic funds transfer into a bank or financial institution nominated by the employee;
- (b) by cash; or
- (c) by cheque.

**17.3** Where an employer pays wages by electronic funds transfer and an employee’s wages are not in the employee’s nominated account on the designated pay day, the employer, if requested to do so by the employee, must pay the employee their wages in cash by the end of the next day’s shift.

**17.4** Where an employer pays wages by cash or cheque, they must pay the wages during ordinary working hours.

### 17.5 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) clause~~ 17.5(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) Clause~~ 17.5(b) allows the Commission to make an order delaying the requirement to make a payment under ~~this clause~~ 17.5. 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.

## 18. Allowances

Monetary amounts in this clause adjusted as a result of AWR 2019 – changes not tracked.

Note inserted in accordance with [\[2015\] FWCFB 4658](#) at [57].

[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.](#)

- 18.1 Employers must pay to an employee the allowances the employee is entitled to under ~~this clause~~ 18. See Schedule E—Summary of Monetary Allowances for a summary of monetary allowances.



**18.2 Wage-related allowances**

**(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) industry disability allowance (clause 18.2(b));
- (ii) leading hand allowance (clause 18.2(c)); and
- (iii) first aid allowance (clause 18.2(d)).

**(b) Industry disability allowance**

The following disability allowances are payable to employees engaged in work covered by this award to compensate for the disabilities of the industry and are paid for all purposes.

Industry	\$ per week
Cement and lime industry	62.82
Quarrying industry	27.21

**(c) Leading hand allowance**

A leading hand allowance is payable to an employee performing work as a leading hand (as defined) or who is in charge of the processing plant and is paid for all purposes:

Industry	In charge of	\$ per week
Cement and lime industry	1 to 5 employees	33.50
	6 to 16 employees	48.16
	17 or more employees	62.82
Quarrying industry	1 or 2 employees	18.25
	3 to 6 employees	25.45
	6 to 10 employees	31.65
	More than 10 employees	50.23
	Processing plant	18.25

**(d) First aid allowance**

- (i) An employee:
  - who has been trained to provide first aid;
  - who holds a current and appropriate first aid qualification (such as a certificate from St John Ambulance or a similar body); and

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- who is appointed by the employer to act as a first aider,

is entitled to the following first aid allowances which will be paid for all purposes:

Industry	\$ per week
Cement and lime industry	21.78
Quarrying industry	15.91

### 18.3 Expense-related allowances

#### (a) Vehicle allowance

Employees directed by their employer, during work hours, to use their private vehicle for any purpose must be paid an allowance of \$0.78 per kilometre travelled.

#### (b) Meal allowance for overtime

- A meal allowance of \$14.62 is payable to an employee required to work ~~two~~ hours or more beyond the completion of the employee's ordinary finishing time.
- The employee will be entitled to this meal allowance again ~~six~~ hours or more after their normal finishing time and every ~~four~~ hours after that.
- 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 18.3(b)(i).

#### (c) Protective clothing

- An employer must provide each employee with:
  - ~~two~~ pairs of appropriate overalls or trousers/shirt or shorts/shirt combinations per year free of charge;
  - a maximum of ~~two~~ pairs of safety boots/shoes per year on a one pair for one pair replacement basis; and
  - any other article of protective clothing that is required must be provided by the employer and must be worn by the employee.
- The employer must replace any articles supplied under clause 18.3(c)(i) when, in the opinion of the employer, they are no longer in a serviceable condition. 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.
- Any articles supplied under ~~this~~ clause\_18.3(c) will remain the property of the employer.

**(d) Laundering protective clothing—quarrying industry**

Where an employee is responsible for laundering protective clothing, the employer will:

- (i) reimburse the employee for the demonstrated costs of laundering; or
- (ii) pay the employee an allowance agreed with the employee for laundering the protective clothing.

**(e) Prescription case-hardened lenses**

Where an employee is required to have their prescription lenses case-hardened the employer must pay for the cost of the case-hardening.

**(f) 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 articles supplied under clause 18.3(c)(i)), spectacles, hearing aids or tools are damaged or destroyed by fire or molten metal or through the use of corrosive substance.

**(g) Tool allowance—quarrying industry**

- (i) Where the employer requires an employee to provide tools and appliances used in connection with the work of a quarry, the employer will reimburse the employee for the cost of the tools and appliances.
- (ii) Clause 18.3(g)(i) does not apply where the tools and appliances are supplied by the employer.

**(h) Articulated licence—quarrying industry**

Where the employer requires an employee to obtain a licence to drive an articulated vehicle the employer will reimburse the employee for the cost incurred in obtaining the licence.

**(i) Travel, board and lodging—temporary transfer**

Where an employee is temporarily transferred from their usual place of employment to another location, the employee:

- (i) must be paid at ordinary time rates for all time in excess of that usually spent in travelling to their usual place of employment; and
- (ii) must be paid an allowance as set out in clause 18.3(a) when required to use their private vehicle for all distance travelled in excess of that usually travelled to their place of employment.

(j) **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 locality for employment which can reasonably be regarded as permanent, involving a change of residence;

must be paid travelling time and reasonable expenses whilst necessarily travelling between such localities.

(k) Payments under clause 18.3(j) are to be for a period not exceeding:

- (i) ~~three~~3 months; or
- (ii) ~~six~~6 months, where the employee is in the process of buying a place of residence in the new locality;

and will cease after the employee has taken up permanent residence at the new locality.

(l) For the purpose of clause 18.3(j) **expense** means:

- (i) all fares reasonably incurred;
- (ii) reasonable expenses incurred whilst travelling, including the amount calculated at the rate of \$14.62 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 following amounts:

Industry	\$ per week
Cement and lime industry	438.19
Quarrying industry	438.45

(m) **Temporary change in locality**

An employee sent from their usual locality to another (in circumstances other than those set out in clause 18.3(j) and required to remain away from their usual residence must be paid:

- (i) travelling time whilst necessarily travelling between the localities; and
- (ii) reasonable expenses incurred whilst so absent from their usual locality.

(n) **Rate for travelling time**

The rate of pay for travelling time will be ordinary rates, except on Sundays and public holidays when it will be paid at a rate of **150%** of the ordinary hourly rate.

**(o) Maximum travelling time**

The maximum travelling time to be paid for will be:

- (i)** 12 hours out of every 24; or
- (ii)** when a sleeping berth is provided by the employer for all night travel, ~~eight~~8 hours out of every 24.

**(p) Payment for wet weather**

- (i)** When the employer or its responsible representative determines that the weather is too wet for ordinary duties, an employee will be paid at the ordinary hourly rate for all time lost.
- (ii)** 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 and other duties as may be allocated to the employee.

## **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 (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 19.3(a) or (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 (b) to one of the following superannuation funds or its successor:

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

## Part 5—Overtime and Penalty Rates

### 20. Overtime

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals.

#### 20.1 Overtime—cement and lime industry

- (a) For a full-time employee or casual employee, other than a continuous shiftworker, overtime is any time worked outside or in excess of their ordinary hours.
- (b) For a part-time employee other than a continuous shiftworker, all time worked in excess of the hours agreed under clause 10.2 or as varied under clause 10.3 will be overtime.

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- (c) For a casual employee, overtime is any time worked:
  - (i) outside the ordinary hours of work specified in clauses 13.2 and 13.3;
  - (ii) subject to an agreement under clause 13.4, in excess of 10 ordinary hours per day or shift; or
  - (iii) in excess of an average of 38 hours per week.

- (d) Where an employer directs an employee, other than a continuous shiftworker, to work overtime the employee is entitled to the following overtime rates:

For overtime worked on	Overtime rate—% of ordinary hourly rate
Monday to Saturday—first <del>two</del> 2 hours	150%
Monday to Saturday—after <del>two</del> 2 hours	200%
Sunday—all time	200%

- (e) All time worked by an employee who is a continuous shiftworker in excess of their ordinary working hours will be paid at the overtime rate of 200% of the ordinary hourly rate.
- (f) Clause 20.1(e) does not apply where the time is worked:
  - (i) by arrangement between the employees, or
  - (ii) for the purpose of the employer effecting the customary rotation of shifts.

**20.2 Overtime—quarrying industry**

- (a) For a full-time employee, overtime is any time worked outside or in excess of their ordinary hours.
- (b) For a casual employee, overtime is any time worked:
  - (i) outside the ordinary hours of work specified in clauses 13.2 and 13.3;
  - (ii) subject to an agreement under clause 13.4, in excess of 10 ordinary hours per day or shift; or
  - (iii) in excess of an average of 38 hours per week.
- (c) For a part-time employee, all time worked in excess of the hours agreed under clause 10.2 or as varied under clause 10.3 will be overtime.

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- (d) Subject to clauses 15.7 and 15.8, overtime must be paid at the rate of 150% of the ordinary hourly rate for the first ~~two~~2 hours and 200% of the ordinary hourly rate thereafter. Provided that, for work done on a Sunday an employee must be paid at the rate of 200% of the ordinary hourly rate with a minimum payment for ~~four~~4 hours' work.
- (e) The rate of 200% of the ordinary hourly rate is to continue until the completion of the overtime worked.

**20.3 Each day stands alone**

Except as provided in clause 15.7, in calculating overtime each day's work will stand alone.

**20.4 Recall**

- (a) Where an employer requires an employee to return to work overtime after leaving the place of employment (whether or the employee is notified before or after leaving) the employee must be paid, at the appropriate overtime rate, the minimum number of hours specified below:
  - (i) where the employee has been paid for standing by—~~three~~3 hours; or
  - (ii) in any other case—~~four~~4 hours.
- (b) Clause 20.4(a) will not apply where:
  - (i) it is customary for the employee to return to the place of employment to perform a specific job outside their ordinary working hours; or
  - (ii) where the overtime is continuous (subject to a reasonable meal break) with completion or commencement of the employee's ordinary working hours.
- (c) Overtime worked in the circumstances set out in clause 20.4(a) will not be regarded as overtime for the purposes of the overtime break set out in clause 15.5 where the actual time worked on a recall is less than ~~three~~3 hours.

**20.5 Standby**

Where an employer directs an employee to hold themselves in readiness to work after the employee's ordinary hours of work, the employer must pay the employee stand-by time at the employee's ordinary rate of pay, until they are released from stand-by.

**20.6 Weekend minimum**

Where an employer requires an employee to work overtime on a Saturday or Sunday, the employee is entitled to be given at least ~~four~~4 hours' work or to receive at least ~~four~~4 hours' pay.



**20.7 Transport after overtime or shiftwork—quarrying industry**

Where an employee, after working overtime or a shift for which the employee is not regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer will provide the employee with transport to the employee's home.

**20.8 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 20.8.
- (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)~~ clause 20.8(c)(iii) must be made in the next pay period following the request.

NOTE: An example of the type of agreement required by clause 20.8 clause 20.8 is set out at Schedule G—~~Agreement for Time Off Instead of Payment for Overtime—Agreement for Time Off Instead of Payment for Overtime~~. There is no requirement to use the form of agreement set out at Schedule G—~~Agreement for Time Off Instead of Payment for Overtime—Agreement for Time Off Instead of Payment for Overtime~~. An agreement under clause 20.8 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 20.8 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.

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- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 20.8 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 [clause 20.8\(e\)](#)~~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 20.8 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 20.8 will apply, including the requirement for separate written agreements under [clause 20.8\(b\)](#)~~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 20.8 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 20.8.

## 21. Penalty Rates

Inconsistent terminology in clauses 21.1 and 22.2(a) referred to Plain Language Full Bench, see [\[2017\] FWCFB 5536](#), [\[2018\] FWC 1544](#) and [\[2018\] FWCFB 3802](#) at [105].

### 21.1 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 at 115% of the ordinary hourly rate for such shift. A casual employee will be paid at 140% of the ordinary hourly rate.

**21.2 Night shift**

- (a) **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 at 115% of the ordinary hourly rate for such shift. A casual employee will be paid at 140% of the ordinary hourly rate. An employee working permanent night shifts will be paid at 130% of the ordinary hourly rate. A casual employee will be paid at 155% of the ordinary hourly rate.
- (b) **Permanent night shift** means when an employee who:
- (i) during a period of engagement on shiftwork, works night shift only; or
  - (ii) remains on night shift for a longer period than ~~four~~4 consecutive weeks; or
  - (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give him or her at least 1/3rd of his or her working time off night shift in each shift cycle.

**21.3 Saturday shifts—cement and lime industry**

If an employee works a shift, part of which is on a Saturday, the employee must be paid at 150% of the ordinary hourly rate and a casual employee must be paid at 175% of the ordinary hourly rate. This extra rate will be in substitution for and not cumulative upon the shift penalties in clauses 21.1 and 21.2.

**21.4 Saturday shifts—quarrying industry**

If an employee works a shift, part of which is on a Saturday, the employee must be paid at 150% of the ordinary hourly rate for the first ~~two~~2 hours and 200% of the ordinary hourly rate after that. A casual employee must be paid at 175% of the ordinary hourly rate for the first ~~two~~2 hours and 225% of the ordinary hourly rate after that. This extra rate will be in substitution for and not cumulative upon the shift penalties in clauses 21.1 and 21.2.

**21.5 Sunday shifts**

If an employee works a shift, part of which is on a Sunday, the employee must be paid at 200% of the ordinary hourly rate and a casual employee must be paid at 225% of the ordinary hourly rate. This extra rate will be in substitution for and not cumulative upon the shift penalties in clauses 21.1 and 21.2.

**21.6 Public holiday shifts**

If an employee works a shift, part of which is on a public holiday, the employee must be paid at 250% of the ordinary hourly rate and a casual employee must be paid at 275% of the ordinary hourly rate. This extra rate will be in substitution for and not cumulative upon the shift penalties in clauses 21.1 and 21.2.

## Part 6—Leave and Public Holidays

### 22. Annual leave

22.1 Annual leave is provided for in the [NES](#).

### 22.2 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.

### 22.3 Payment and loading

Annual leave loading remains outstanding with further decision to be issued – see [\[2019\] FWCFB 5409](#) at [153].

Before the start of an employee's annual leave the employer must pay the employee, in respect of a period of annual leave:

- (a) instead of the base rate of pay referred to in section 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 of pay; or where the employee is a shiftworker, 17.5% of the employee's minimum weekly rate of pay or their shift penalties payable in respect of the period of annual leave, whichever is greater.

### 22.4 Electronic funds transfer (EFT) payment of annual leave

Despite anything else in clause 22, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave.

### 22.5 Excessive leave accruals: general provision

NOTE: Clauses 22.5 to 22.7 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 Act.

- (a) An employee has an excessive leave accrual if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 22.2).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

- (c) Clause 22.6 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 22.7 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

**22.6 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 22.5(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)~~ clause 22.6(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 22.5, 22.6 or 22.7 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)~~ clause 22.6(a) that is in effect.
- (d) An employee to whom a direction has been given under ~~paragraph (a)~~ clause 22.6(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)~~ clause 22.6(d) may result in the direction ceasing to have effect. See clause 22.6(b)(i).

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

**22.7 Excessive leave accruals: request by employee for leave**

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 22.5(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.

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- (b) However, an employee may only give a notice to the employer under ~~paragraph (a) clause~~ 22.7(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 22.6(a) that, when any other paid annual leave arrangements (whether made under clause 22.5, 22.6 or 22.7 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) clause~~ 22.7(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 22.5, 22.6 or 22.7 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 (a) clause~~ 22.7(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 22.2) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under ~~clause~~ 22.7(a) ~~paragraph (a)~~.

**22.8 Close-down**

Issue remains outstanding with further decision to be issued – see [\[2019\] FWCFB 5409](#) at [247].

- (a) Where an employer intends temporarily to close (or reduce to nucleus) the enterprise, operation or a section of the operation for the purpose 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~~ ~~clause~~ 22.8.
- (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.

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- (c) Where an employee has been given notice pursuant to clauses 22.8(a) or (b) and the employee has:
  - (i) accrued sufficient annual leave to cover the full period of closing, the employee must take paid annual leave for the full period of closing;
  - (ii) insufficient accrued annual leave to cover the full period of closing, the employee must take paid annual leave to the full amount accrued and leave without pay for the remaining period of the closing; or
  - (iii) no accrued annual leave, the employee must take leave without pay for the full period of closing.
- (d) Public holidays that fall within the period of close down will be paid as provided for in this award and will not count as a day of annual leave or leave without pay.

**22.9 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 22.9 is set out at Schedule H—~~Agreement to Take Annual Leave in Advance—Agreement to Take Annual Leave in Advance~~. There is no requirement to use the form of agreement set out at Schedule H—~~Agreement to Take Annual Leave in Advance—Agreement to Take Annual Leave in Advance~~.

- (c) The employer must keep a copy of any agreement under clause 22.9 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 22.9, 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.

**Payment and loading**

~~Before the start of an employee's annual leave the employer must pay the employee, in respect of a period of annual leave:~~

- ~~(e) instead of the base rate of pay referred to in section 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~~
- ~~(f) an additional loading of 17.5% of the employee's minimum weekly rate of pay; or where the employee is a shiftworker, 17.5% of the employee's minimum weekly rate of pay or their shift penalties payable in respect of the period of annual leave, whichever is greater.~~

**Electronic funds transfer (EFT) payment of annual leave**

~~Despite anything else in clause 22, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave.~~

**22.10 Cashing out of annual leave**

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 22.10.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 22.10.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 22.10 must state:
- (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 22.10 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 22.10 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 22.10.



NOTE 2: 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 22.10.

NOTE 3: An example of the type of agreement required by clause 22.10 is set out at Schedule I—~~Agreement to Cash Out Annual Leave—Agreement to Cash Out Annual Leave~~. There is no requirement to use the form of agreement set out at Schedule I—~~Agreement to Cash Out Annual Leave—Agreement to Cash Out Annual Leave~~.

### 23. Personal/carer's leave and compassionate leave

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

### 24. Parental leave and related entitlements

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

### 25. Community service leave

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

### 26. Unpaid family and domestic violence leave

Clause 26 inserted in accordance with [\[2019\] FWCFB 5144](#) at [13].

Unpaid family and domestic violence leave is provided for in the NES.

NOTE 1: 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.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

### 27. Public holidays

Clause 27 amended in accordance with [\[2019\] FWCFB 5145](#) at [50] (determination in draft form).

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

27.2 Where an employee works on a public holiday they will be paid in accordance with clause 21.6.

**27.3 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.~~

(a) An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES.

(b) An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

**27.4 Part-day public holidays**

For provisions relating to part-day public holidays see Schedule J—Part-day Public Holidays.

**Part 7—Consultation and Dispute Resolution**

**28. Consultation about major workplace change**

**28.1** 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.

**28.2** For the purposes of the discussion under clause 28.1(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.

**28.3** Clause 28.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

- 28.4** 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 28.1(b).
- 28.5** In clause 28 **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.
- 28.6** Where this award makes provision for alteration of any of the matters defined at clause 28.5, such alteration is taken not to have significant effect.
- 29. Consultation about changes to rosters or hours of work**
- 29.1** Clause 29 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.
- 29.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 29.3** For the purpose of the consultation, the employer must:
- (a) provide to the employees and representatives mentioned in clause 29.2 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.
- 29.4** The employer must consider any views given under clause 29.3(b).
- 29.5** Clause 29 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

### **30. Dispute resolution**

- 30.1** Clause 30 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).
- 30.2** 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.
- 30.3** If the dispute is not resolved through discussion as mentioned in clause 30.2, 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.
- 30.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 30.2 and 30.3, a party to the dispute may refer it to the Fair Work Commission.
- 30.5** 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.
- 30.6** 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.
- 30.7** 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 30.
- 30.8** While procedures are being followed under clause 30 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.
- 30.9** Clause 30.8 is subject to any applicable work health and safety legislation.

## **Part 8—Termination of Employment and Redundancy**

### **31. Termination of employment**

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

#### **31.1 Notice of termination by an employee**

- (a) Clause 31.1 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~~ **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**

<b>Column 1</b> <b>Employee’s period of continuous service with the employer at the end of the day the notice is given</b>	<b>Column 2</b> <b>Period of notice</b>
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 clause 31.1(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 clause 31.1(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 clause 31.1(b), then no deduction can be made under clause 31.1(d).
- (f) Any deduction made under clause 31.1(d) must not be unreasonable in the circumstances.

**31.2 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 31.2 is to be taken at times that are convenient to the employee after consultation with the employer.

## 32. Redundancy

Clause 32 amended in accordance with [\[2019\] FWCFB 2548](#) at [6] and [PR706932, PR707017](#).

NOTE: Redundancy pay is provided for in the NES. See sections 119 to 123 of the Act.

### 32.1 Transfer to lower paid duties on redundancy

- (a) Clause 32.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
  - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the Act as if it were a notice of termination given by the employer; or
  - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 32.1(c).
- (c) If the employer acts as mentioned in clause 32.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

### 32.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the Act.
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 32 or under sections 119 to 123 of the Act had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

### 32.3 Job search entitlement

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the Act for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under clause 32.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.

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- (c) A statutory declaration is sufficient for the purpose of clause 32.3(b).
- (d) An employee who fails to produce proof when required under clause 32.3(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 31.2.

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## Schedule A—Cement and Lime Industry—Classifications and Core Competencies

### A.1 Classification descriptions—cement and lime industry

#### A.1.1 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.

#### A.1.2 Level 2

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

- (a) developing Yard competency (set out in Schedule A.2—Core Competencies) working under general supervision until fully competent; or
- (b) developing competency in one element of the Production competency (set out in Schedule A.2—Core Competencies) working under general supervision until fully competent.

#### A.1.3 Level 3

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

- (a) competent in one element of the Production competency set out in Schedule A.2—Core Competencies;
- (b) developing Bulk Despatch competency (set out in Schedule A.2—Core Competencies) working under general supervision until fully competent;
- (c) developing Package Products competency (set out in Schedule A.2—Core Competencies) working under general supervision until fully competent; or
- (d) developing Laboratory competency (set out in Schedule A.2—Core Competencies) working under general supervision until fully competent.

#### A.1.4 Level 4

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

- (a) competent in ~~two~~2 elements of the Production competency (set out in Schedule A.2—Core Competencies);
- (b) competent in all elements of the Yard competency (set out in Schedule A.2—Core Competencies); or
- (c) developing the Control Room Operation competency (set out in Schedule A.2—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.



**A.1.5 Level 5**

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

- (a) competent in ~~three~~<sup>3</sup> to ~~four~~<sup>4</sup> elements of the Production competency (set out in Schedule A.2—Core Competencies);
- (b) competent in all elements of the Bulk Despatch competency (set out in Schedule A.2—Core Competencies);
- (c) competent in all elements of the Packaged Products competency (set out in Schedule A.2—Core Competencies);
- (d) competent in all elements of the Laboratory competency (set out in Schedule A.2—Core Competencies);
- (e) competent in the Control Room Operation competency (set out in Schedule A.2—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
- (f) developing the Control Room Operation competency (set out in Schedule A.2—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.

**A.1.6 Level 6**

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

- (a) competent in the Control Room Operation competency (set out in Schedule A.2—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) fully competent in Control Room Operation (set out in Schedule A.2—Core Competencies) and operating a plant producing up to 0.5 million tonnes of product per annum; or
- (c) competent in all elements of the Production competency (set out in Schedule A.2—Core Competencies).

**A.1.7 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 A.2—Core Competencies) and operating a plant producing in excess of 0.5 million tonnes of product per year.

## A.2 Core competencies—cement and lime industry

### A.2.1 Training

#### (a) 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 A.2.2 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.

#### (b) 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:

- (i) any competencies (or elements within competencies), in addition to those already held, to be acquired;
- (ii) the process by which the employee will acquire them (RPL, on-the-job training, off-the-job training, mentor program, etc.); and
- (iii) an indicative timetable for acquiring them.

### A.2.2 Competencies

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

#### (a) Production

Elements:

- (i) hot end clinker burning and storage;
- (ii) cold end kiln feed preparation;
- (iii) raw materials and fuels handling;
- (iv) milling and grinding of product; and
- (v) operation of mobile equipment associated with production.

#### (b) Yard

Elements:

- (i) general labouring; and

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- (ii) operation of mobile plant including but not limited to cleaning equipment, road sweepers and trucks.

(c) **Bulk Despatch**

Element:

loading out of product by road and/or rail.

(d) **Package Products**

Elements:

- (i) operation of all bagging equipment;
- (ii) warehousing; and
- (iii) despatch of bagged product.

(e) **Laboratory**

Elements:

- (i) physical testing of product;
- (ii) quality control; and
- (iii) sample collection and preparation.

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

(f) **Control Room Operation**

Element:

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

(g) **Basic**

Elements:

- (i) working safely and follow ~~occupational work~~ health and safety policies and procedures;
- (ii) conducting local risk control;
- (iii) communicate in the workplace;
- (iv) contribute to quality work outcomes; and
- (v) operate light vehicles.

## Schedule B—Quarrying Industry—Classifications and Core Competencies

### B.1 Quarrying industry—classification descriptions

#### B.1.1 Grade 1

A Grade 1 employee is an employee who is undertaking training to become competent in the Basic Quarry competency.

#### B.1.2 Grade 2

A Grade 2 employee:

- (a) is an employee who is competent in the Basic Quarry competency;
- (b) performs general labouring duties; and
- (c) is undertaking training to be assessed as competent in one or more core competencies in accordance with clause B.3.

#### B.1.3 Grade 3

A Grade 3 employee:

- (a) is an employee who is competent in the Basic Quarry competency;
- (b) performs general labouring duties;
- (c) is competent in one core competency and performs it as required by the employer; and
- (d) is undertaking training to be assessed as competent in one or more core competencies in accordance with clause B.3.

#### B.1.4 Grade 4

A Grade 4 employee:

- (a) is an employee who is competent in the Basic Quarry competency;
- (b) performs general labouring duties;
- (c) is competent in ~~two~~2 core competencies and performs them as required by the employer; and
- (d) is undertaking training to be assessed as competent in one or more core competencies in accordance with clause B.3.

#### B.1.5 Grade 5

A Grade 5 employee:

- (a) is an employee who is competent in the Basic Quarry competency;
- (b) performs general labouring duties;

- (c) is competent in ~~three~~3 core competencies and performs them as required by the employer; and
- (d) is undertaking training to be assessed as competent in one or more core competencies in accordance with clause B.3.

#### **B.1.6 Grade 6**

A Grade 6 employee:

- (a) is an employee who is competent in the Basic Quarry competency;
- (b) performs general labouring duties; and
- (c) is competent in at least ~~five~~5 core competencies and performs them as required by the employer.

### **B.2 Quarrying industry—core competencies**

#### **B.2.1 Training**

##### **(a) Structured Training and the AQTF**

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 under the Australian Quality Training Framework, in accordance with nationally recognised training packages (aligned to the relevant core competencies in clause B.3 below) as approved by the Industry Skills Council, currently “SkillsDMC”.

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

##### **(b) Training Programs**

An employer will prepare a training program for an employee in consultation with them that is consistent with their operational needs setting out:

- (i) any core competencies, in addition to those already held, to be acquired;
- (ii) the process by which the employee will acquire them (Skills Recognition (formerly RCC or RPL), on the job training, off the job training, mentor program, etc); and
- (iii) an indicative timetable for acquiring them.

### **B.3 Core Competencies**

The core competencies referred to in Schedule B and clause B.2, clause B.2.1 are set out in clauses B.3.1 to B.3.13 inclusive. Excluding the core competency set out in clause B.3.1, if an operation does not perform the work associated with a particular core competency it will not be used for the purposes of clause Schedule B—Quarrying Industry—Classifications and Core Competencies or clause B.2.1.

**B.3.1 Basic Quarry Competency**

An employee must be competent in the following elements:

- (a) Work safely & follow OHS policies and procedures;
- (b) Conduct local risk control;
- (c) Communicate in the workplace;
- (d) Contribute to quality work outcomes; and
- (e) Operate light vehicles.

**B.3.2 Crushing Plant Operation**

An employee must be competent in the following elements:

- (a) Conduct crushing and screening plant operations;
- (b) Operate programmable logic control systems;
- (c) Operate medium vehicles; and
- (d) Conduct minor repairs and maintenance.

**B.3.3 Front End Loader Operation**

An employee must be competent in the following elements:

- (a) Conduct face loader operations;
- (b) Conduct sales loader operations;
- (c) Service and handover front end loaders;
- (d) Operate medium vehicles;
- (e) Stockpile, load and dispatch product; and
- (f) Service quarry plant, vehicles and equipment.

**B.3.4 Excavator Operation**

An employee must be competent in the following elements:

- (a) Conduct hydraulic shovel/excavators operations;
- (b) Service and handover of hydraulic shovel/excavators;
- (c) Operate medium vehicles; and
- (d) Service quarry plant, vehicles and equipment.

**B.3.5 Haul Truck Operation (bin truck, water truck, off road haul truck)**

An employee must be competent in the following elements:

- (a) Conduct haul truck operations;
- (b) Conduct bulk water truck operations;
- (c) Service and handover of haul trucks;
- (d) Operate medium vehicles; and
- (e) Service quarry plant, vehicles and equipment.

**B.3.6 Weighbridge Operation**

An employee must be competent in the following elements:

- (a) Conduct weighbridge operations; and
- (b) Conduct minor repairs and maintenance.

**B.3.7 Laboratory Operation**

An employee must be competent in the following elements:

- (a) Conduct Site Laboratory operations;
- (b) Conduct sampling operations; and
- (c) Conduct minor repairs and maintenance.

**B.3.8 Wash Plant Operation**

An employee must be competent in the following elements:

- (a) Conduct sand wash plant operations;
- (b) Operate programmable logic control systems;
- (c) Operate medium vehicles; and
- (d) Conduct minor repairs and maintenance.

**B.3.9 Drilling**

An employee must be competent in the following elements:

- (a) Conduct drilling operations;
- (b) Operate medium vehicles; and
- (c) Conduct minor repairs and maintenance.

**B.3.10 Shotfiring**

An employee must be competent in the following elements:

- (a) Conduct shotfiring operations;
- (b) Conduct blast survey;
- (c) Operate medium vehicles; and
- (d) Conduct minor repairs and maintenance.

**B.3.11 Quarry Development**

An employee must be competent in the following elements:

- (a) Conduct dozer operations;
- (b) Conduct scraper operations;
- (c) Conduct grader operations;
- (d) Operate medium vehicles; and
- (e) Service quarry plant, vehicles and equipment.

**B.3.12 Miscellaneous Support Equipment**

An employee must be competent in the following elements:

- (a) Conduct non slewing crane operations;
- (b) Conduct dogging operations;
- (c) Conduct gantry crane operations; and
- (d) Conduct minor repairs and maintenance.

**B.3.13 Dredge Operation**

An employee must be competent in the following elements:

- (a) Conduct dredge operations; and
- (b) Service quarry plant, vehicles and equipment.



## Schedule C—Cement and Lime Industry—Summary of Hourly Rates of Pay

Monetary amounts have been adjusted as a result of AWR 2019 - changes not tracked

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

### C.1 Ordinary hourly rate

**C.1.1 Ordinary hourly rate** includes the industry allowance (clause 18.2(a)) which is payable for all purposes.

**C.1.2** Any applicable all-purpose allowance (the leading hand allowance (clause 18.2(c)) or first aid allowance (clause 18.2(d)) will form part of the employee’s ordinary hourly rate and must be added prior to calculating penalties and overtime.

### C.2 Full-time employees and part-time employees—ordinary and penalty rates

Employee classification	Day	Afternoon	Night	Permanent night	Saturday	Sunday	Public holiday
	% of ordinary hourly rate <sup>1</sup>						
	100%	115%	115%	130%	150%	200%	250%
	\$	\$	\$	\$	\$	\$	\$
Level 1	21.14	24.31	24.31	27.48	31.71	42.28	52.85
Level 2	22.17	25.50	25.50	28.82	33.26	44.34	55.43
Level 3	22.82	26.24	26.24	29.67	34.23	45.64	57.05
Level 4	23.26	26.75	26.75	30.24	34.89	46.52	58.15
Level 5	23.69	27.24	27.24	30.80	35.54	47.38	59.23
Level 6	24.35	28.00	28.00	31.66	36.53	48.70	60.88
Level 7	25.04	28.80	28.80	32.55	37.56	50.08	62.60

**Commented [FWC1]:** (Weekly rate ÷ 38) in cl 16.1 + (all-purpose industry disability allowance ÷ 38) in cl 18.2(b) + (any additional all-purpose allowance payable to the employee under cl 18, ÷ 38).

Rates in table include the all-purpose industry disability allowance.

**Commented [FWC2]:** Relevant percentage in cl 21

<sup>1</sup> **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.

**C.3 Full-time, part-time and casual employees—other than continuous shiftworkers—overtime rates**

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals. The rates in the tables below dealing with overtime for casuals will not become operative until a decision is made in that matter and only to the extent that they are consistent with the decision.

Employee classification	Monday – Saturday First 2 hours	Monday – Saturday After 2 hours	Sunday
	% of ordinary hourly rate <sup>1</sup>		
	150%	200%	200%
	\$	\$	\$
Level 1	31.71	42.28	42.28
Level 2	33.26	44.34	44.34
Level 3	34.23	45.64	45.64
Level 4	34.89	46.52	46.52
Level 5	35.54	47.38	47.38
Level 6	36.53	48.70	48.70
Level 7	37.56	50.08	50.08

<sup>1</sup> 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.

**C.4 Continuous shiftworkers—overtime rates**

Employee classification	All Overtime
	% of ordinary hourly rate <sup>1</sup>
	200%
	\$
Level 1	42.28
Level 2	44.34
Level 3	45.64
Level 4	46.52
Level 5	47.38
Level 6	48.70
Level 7	50.08

<sup>1</sup> 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.

**Commented [FWC3]:** (Weekly rate ÷ 38) in cl 16.1 + (all-purpose industry disability allowance ÷ 38) in cl 18.2(b) + (any additional all-purpose allowance payable to the employee under cl 18, ÷ 38).

Rates in table include the all-purpose industry disability allowance.

**Commented [FWC4]:** Relevant percentage in cl 20.1(b)

**Commented [FWC5]:** (Weekly rate ÷ 38) in cl 16.1 + (all-purpose industry disability allowance ÷ 38) in cl 18.2(b) + (any additional all-purpose allowance payable to the employee under cl 18, ÷ 38).

Rates in table include the all-purpose industry disability allowance.

**Commented [FWC6]:** See clause 20.1(e)

**C.5 Casual employees—ordinary and penalty rates**

Employee classification	Day	Afternoon	Night	Permanent night	Saturday	Sunday	Public holiday
	% of ordinary hourly rate <sup>1</sup>						
	125%	140%	140%	155%	175%	225%	275%
	\$	\$	\$	\$	\$	\$	\$
Level 1	26.43	29.60	29.60	32.77	37.00	47.57	58.14
Level 2	27.71	31.04	31.04	34.36	38.80	49.88	60.97
Level 3	28.53	31.95	31.95	35.37	39.94	51.35	62.76
Level 4	29.08	32.56	32.56	36.05	40.71	52.34	63.97
Level 5	29.61	33.17	33.17	36.72	41.46	53.30	65.15
Level 6	30.44	34.09	34.09	37.74	42.61	54.79	66.96
Level 7	31.30	35.06	35.06	38.81	43.82	56.34	68.86

**Commented [FWC7]:** (Weekly rate ÷ 38) in cl 16.1 + (all-purpose industry disability allowance ÷ 38) in cl 18.2(b) + (any additional all-purpose allowance payable to the employee under cl 18, ÷ 38).

Rates in table include the all-purpose industry disability allowance.

**Commented [FWC8]:** Ordinary hourly rate + 25% casual loading in cl 11.2

**Commented [FWC9]:** Relevant percentage in clause 21

<sup>1</sup> **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 D—Quarrying Industry—Summary of Hourly Rates of Pay**

Monetary amounts have been adjusted as a result of AWR 2019 – changes not tracked

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

**D.1 Ordinary hourly rate**

**D.1.1 Ordinary hourly rate** includes the industry allowance (clause 18.2(a)) which is payable for all purposes.

**D.1.2** Any applicable all-purpose allowance (the leading hand allowance (clause 18.2(c)) or first aid allowance (clause 18.2(d)) will form part of the employee’s ordinary hourly rate and must be added prior to calculating penalties and overtime.

**D.2 Full-time employees and part-time employees—ordinary and penalty rates**

Employee classification	Day	Afternoon	Night	Permanent night	Saturday		Sunday	Public holiday
					First 2 hours	After 2 hours		
% of ordinary hourly rate <sup>1</sup>								
	100%	115%	115%	130%	150%	200%	200%	250%
	\$	\$	\$	\$	\$	\$	\$	\$
Grade 1	20.21	23.24	23.24	26.27	30.32	40.42	40.42	50.53
Grade 2	20.76	23.87	23.87	26.99	31.14	41.52	41.52	51.90
Grade 3	22.11	25.43	25.43	28.74	33.17	44.22	44.22	55.28
Grade 4	22.75	26.16	26.16	29.58	34.13	45.50	45.50	56.88
Grade 5	23.42	26.93	26.93	30.45	35.13	46.84	46.84	58.55
Grade 6	24.11	27.73	27.73	31.34	36.17	48.22	48.22	60.28

**Commented [FWC10]:** (Weekly rate ÷ 38) in cl 16.2 + (all-purpose industry disability allowance ÷ 38) in cl 18.2(b) + (any additional all-purpose allowance payable to the employee under cl 18, ÷ 38).  
 Rates in table include the all-purpose industry disability allowance.  
**Commented [FWC11]:** Relevant percentage in cl.21

<sup>1</sup> **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.

**D.3 Full-time, part-time and casual employees—overtime rates**

Employee classification	Monday—Saturday	Monday—Saturday	Sunday
	First 2 hours	After 2 hours	
% of ordinary hourly rate <sup>1</sup>			
	150%	200%	200%
	\$	\$	\$
Grade 1	30.32	40.42	40.42
Grade 2	31.14	41.52	41.52
Grade 3	33.17	44.22	44.22
Grade 4	34.13	45.50	45.50

**Commented [FWC12]:** Weekly rate ÷ 38) in cl 16.2 + (all-purpose industry disability allowance ÷ 38) in cl 18.2(b) + (any additional all-purpose allowance payable to the employee under cl 18, ÷ 38).  
 Rates in table include the all-purpose industry disability allowance.  
**Commented [FWC13]:** Relevant percentage in cl 20.2(d)

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Employee classification	Monday—Saturday First 2 hours	Monday—Saturday After 2 hours	Sunday
	% of ordinary hourly rate <sup>1</sup>		
	150%	200%	200%
	\$	\$	\$
Grade 5	35.13	46.84	46.84
Grade 6	36.17	48.22	48.22

**Commented [FWC12]:** Weekly rate ÷ 38) in cl 16.2 + (all-purpose industry disability allowance ÷ 38) in cl 18.2(b) + (any additional all-purpose allowance payable to the employee under cl 18, ÷ 38).

Rates in table include the all-purpose industry disability allowance.

**Commented [FWC13]:** Relevant percentage in cl 20.2(d)

<sup>1</sup> 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.

**D.4 Casual employees—ordinary and penalty rates**

Employee classification	Day <sup>1</sup>	Afternoon	Night	Permanent night	Saturday		Sunday	Public holiday
					First 2 hours	After 2 hours		
	% of ordinary hourly rate <sup>1</sup>							
	125%	140%	140%	155%	175%	225%	225%	275%
	\$	\$	\$	\$	\$	\$	\$	\$
Grade 1	25.26	28.29	28.29	31.33	35.37	45.47	45.47	55.26
Grade 2	25.95	29.06	29.06	32.18	36.33	46.71	46.71	57.26
Grade 3	27.64	30.95	30.95	34.27	38.69	49.75	49.75	60.26
Grade 4	28.44	31.85	31.85	35.26	39.81	51.19	51.19	62.56
Grade 5	29.28	32.79	32.79	36.30	40.99	52.70	52.70	64.41
Grade 6	30.14	33.75	33.75	37.37	42.19	54.25	54.25	66.30

**Commented [FWC14]:** (Weekly rate ÷ 38) in cl 16.2 + (all-purpose industry disability allowance ÷ 38) in cl 18.2(b) + (any additional all-purpose allowance payable to the employee under cl 18, ÷ 38).

Rates in table include the all-purpose industry disability allowance.

**Commented [FWC15]:** Ordinary hourly rate + 25% casual loading in cl 11.2

**Commented [FWC16]:** Relevant percentage in cl 21

<sup>1</sup> 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 E—Summary of Monetary Allowances

Monetary amounts have been adjusted as a result of AWR 2019 – changes not tracked

### E.1 Wage-related allowances

#### E.1.1 Allowances—cement and lime industry

The wage-related allowances for Cement and Lime employees under this award are based on the [standard rate](#) as defined in [Schedule I—Definitions clause 2](#)—Definitions as the minimum weekly wage rate for Cement and lime industry Level 5 in clause 16—[Minimum rates](#) ~~Minimum rates~~ = \$837.60.

Allowance	Clause	% of standard rate	\$	<u>Payable</u>
Industry disability <sup>1</sup>	18.2(b)	7.50	62.82	<u>per week</u>
<b>Leading hand in charge of<sup>1</sup></b>	18.2(c)			
1–5 employees		4.00	33.50	<u>per week</u>
6–16 employees		5.75	48.16	<u>per week</u>
17 or more employees		7.50	62.82	<u>per week</u>
First aid <sup>1</sup>	18.2(d)	2.60	21.78	<u>per week</u>

<sup>1</sup> These allowances apply for all purposes of this award

#### E.1.2 Allowances—quarrying industry

The wage-related allowances in for Quarrying employees under this award are based on the [standard rate](#) as defined in [Schedule I—Definitions clause 2](#)—Definitions as the minimum weekly wage rate for Quarrying industry Grade 4 in clause 16—[Minimum rates](#) ~~Minimum rates~~ = \$837.20

Allowance	Clause	% of standard rate	\$	<u>Payable</u>
Industry disability <sup>1</sup>	18.2(b)	3.25	27.21	<u>per week</u>
<b>Leading hand in charge of<sup>1</sup></b>	18.2(c)			
1 or 2 employees		2.18	18.25	<u>per week</u>
3-6 employees		3.04	25.45	<u>per week</u>
6-10 employees		3.78	31.65	<u>per week</u>
more than 10 employees		6.00	50.23	<u>per week</u>
in charge of plant		2.18	18.25	<u>per week</u>
First aid <sup>1</sup>	18.2(d)	1.90	15.91	<u>per week</u>

<sup>1</sup> These allowances apply for all purposes of this award

### E.1.3 Adjustment of wage-related allowances

Wage-related allowances are adjusted in accordance with increases to wages and are based on a percentage of the [standard rate](#) as specified.

## E.2 Expense-related allowances

E.2.1 The expense-related allowances in this award will be adjusted by reference to the Consumer Price Index (CPI) as per the following:

Allowance	Clause	\$	Pavable
Vehicle allowance	18.3(a)	0.78 <del>per/km</del>	<del>per/km</del>
Meal allowance—overtime	18.3(b)	14.62 <del>per meal</del>	<del>per meal</del>
Travel board and lodging—meals	18.3(l)(ii)	14.62 <del>per meal</del>	<del>per meal</del>
Reasonable board and lodging—cement and lime industry	18.3(l)(iii)	438.19 <del>per week</del>	<del>per week</del>
Reasonable board and lodging—quarrying industry	18.3(l)(iii)	438.45 <del>per week</del>	<del>per week</del>

### E.2.2 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 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:

Allowance	Applicable Consumer Price Index figure
Vehicle allowance	Private motoring sub-group
Meal allowances	Take-away and fast foods sub-group
Board and lodging	Domestic holiday travel and accommodation sub-group

## Schedule F—Supported Wage System

Monetary amounts have been adjusted as a result of AWR 2019— changes not tracked.

**F.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.

**F.2** In this schedule:

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

**assessment instrument** means the tool provided for under the SWS that records the assessment of the productive capacity of the person to be employed under the SWS

**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 SWS Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au)

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

### **F.3 Eligibility criteria**

**F.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.

**F.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.

### **F.4 Supported wage rates**

**F.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 <u>F.5F.5</u> ) %	Relevant minimum wage %
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

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- F.4.2** Provided that the minimum amount payable must be not less than **\$87** per week.
- F.4.3** Where an employee’s assessed capacity is 10%, they must receive a high degree of assistance and support.

## **F.5 Assessment of capacity**

- F.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.
- F.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](#).

## **F.6 Lodgement of SWS wage assessment agreement**

- F.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 Commission.
- F.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.

## **F.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.

## **F.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.

## **F.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.

## **F.10 Trial period**

**F.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~~4 weeks) may be needed.

**F.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.

**F.10.3** The minimum amount payable to the employee during the trial period must be no less than \$87 per week.

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

**F.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 F.5.

**Schedule G—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\_\_\_

**Schedule H—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 I—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 J—Part-day Public Holidays

Schedule J amended in accordance with [\[2019\] FWCFB 5145](#) at [52] ([determination](#) in draft form).

- J.1** This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the [NES](#).
- J.2** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the [NES](#).
  - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the [NES](#) does not work, they will be paid their ordinary rate of pay for such hours not worked.
  - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
  - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
  - (e) Excluding annualised salaried employees to whom clause J.2(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
  - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
  - (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause J.2(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

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(h) Nothing in this schedule affects the right of an employee and employer to agree to substitute public holidays.

J.3 An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

J.4 This schedule is not intended to detract from or supplement the [NES](#).

DRAFT