

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 698 - reprint of award

CEMENT INDUSTRY AWARD - STATE 2003

Following the Declaration of the General Ruling for Overtime Meal Allowance (matter numbers B/2010/34 and B/2010/38), the Cement Industry Award - State 2003 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Cement Industry Award - State 2003 as at 1 January 2011.

Dated 1 March 2011.

[L.S.] G.D. Savill
Industrial Registrar

CEMENT INDUSTRY AWARD - STATE 2003

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Cement Industry Award - State 2003.

1.2 Arrangement

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1.3 Date of operation

This Award takes effect from 12 May 2003.

1.4 Coverage

- 1.4.1 This Award shall apply to all employers and their employees employed on work in or in connection with or incidental to the manufacture and/or handling of cement, clinker, blast furnace slag, fly-ash, lime and hydrated lime within production establishments, on work in or in connection with or incidental to the distribution of cement, clinker, blast furnace slag, fly-ash, lime and hydrated lime out of production establishments, on work in or in connection or incidental to the receipt of and or the distribution of cement into or from bulk silos and in addition shall apply to all employers and their employees employed on work in or in connection with or incidental to the quarrying, crushing and/or handling of limestone (including all work in or in connection with the pumping of slurried limestone) and/or the dredging and/or handling of coral where these aforementioned materials are to be used in the production of cement.
- 1.4.2 This Award shall not apply, except clause 5.4 (Superannuation) and clauses included in Part 7 (leave of Absence and Public Holidays), where the Union and the employer have agreed to exempt certain employees or groups of employees.

1.5 Definitions

- 1.5.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.5.2 "Commission" means the Queensland Industrial Relations Commission.
- 1.5.3 "Union" means:
- (a) The Australian Workers' Union of Employees, Queensland; or
 - (b) The Federated Engine Drivers' and Firemen's Association of Australasia Queensland Branch, Union of Employees; or
 - (c) The Australian Municipal, Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees; or
 - (d) The Federated Clerks' Union of Australia, North Queensland Branch, Union of Employees.

1.6 Area of operation

For the purposes of this Award, the Divisions and Districts are as follows:

1.6.1 Divisions

Northern Division - That portion of the State along or north of a line commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude due west to the western border of the State.

Mackay Division - That portion of the State within the following boundaries: Commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea-coast; then by the sea-coast northerly to the point of commencement.

Southern Division - That portion of the State not included in the Northern or Mackay Divisions.

1.6.2 Districts

(a) Northern Division:

Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.

Western District - The remainder of the Northern Division.

(b) Southern Division:

Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; from that longitude due north to 25 degrees of south latitude; from that latitude due west to 147 degrees of east longitude; from that longitude due north to the southern boundary of the Mackay Division.

Western District - The remainder of the Southern Division.

1.7 Parties bound

This Award is legally binding upon the employees as prescribed by clause 1.4 and their employers, and The Australian Workers' Union of Employees, Queensland; and the Federated Engine Drivers' and Firemens' Association of Australasia Queensland Branch, Union of Employees, the Australian Municipal, Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees and the Federated Clerks' Union of Australia, North Queensland Branch, Union of Employees and their members.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

- 2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- 2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.
- 2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with the requirements of the Act and is to have no force or effect until approval is given.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Grievance and dispute settling procedure

The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and an employer in respect to any industrial matter and all other matters that the parties agree on and are specified herein. Such procedures shall apply to a single employee or to any number of employees.

- 3.1.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.1.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.1.5.
- 3.1.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.1.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.1.2 will not result in resolution of the dispute.
- 3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.

- 3.1.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

4.1 Employment categories

- 4.1.1 Employees (other than casuals) covered by this Award shall be advised in writing of their employment category upon appointment.

Employment categories are:

- (a) Full-time;
- (b) Part-time (as prescribed in clause 4.2); or
- (c) Casual (as prescribed in clause 4.3).

Except as provided in clauses 4.3 and 4.5, employment shall be weekly.

4.2 Part-time employment

- 4.2.1 A part-time employee is one other than a casual employee engaged to perform hours less than those prescribed in clause 6.1.

The following conditions shall apply to part-time employees:

- (a) The spread of ordinary working hours shall be the same as those prescribed for full-time employees.
- (b) The number of ordinary working hours in any one week shall not be less than 16 and shall not exceed 32:

Provided that the ordinary hours may be varied in accordance with the following:

- (i) where an employee requests and the employer agrees, a part-time employee may be employed for less than 15.2 hours but not less than 4 hours per week; and
 - (ii) where there is mutual agreement, a part-time employee may work more than 32 ordinary hours per week but less than 37 hours per week; and
 - (iii) where agreement is reached in relation to clauses 4.2.1(b)(i) and 4.2.1(b)(ii) such agreement shall be recorded in writing.
- (c) The ordinary daily working hours shall be worked continuously, excluding meal breaks, and shall not be less than 4 hours or more than 8 hours per day.
 - (d) Employees shall be paid an hourly rate equal to the appropriate weekly rate divided by 38.
 - (e) Where appropriate, a part-time employee shall be entitled to a proportionate amount of the benefits of Part 7 and clause 4.12 (Redundancy) of this Award.
 - (f) In each instance the proportionate entitlement shall be determined by dividing the average number of hours worked each week by 38.

- 4.2.2 Employees who work a minimum of 4 consecutive hours on any day shall be entitled to a rest pause of 10 minutes' duration without loss of pay. Such rest pause shall be taken at such times as will not interfere with the continuity of work where continuity in the opinion of the employer is necessary.

- 4.2.3 Subject to the provisions in clause 4.2 all other provisions of the Award relevant to full-time employees shall apply to part-time employees.

4.3 Casual employment

4.3.1 A casual employee is one engaged and paid as such. A casual employee will be one engaged on an hourly basis and for working ordinary time will be paid a rate calculated in accordance with the following formula:

Weekly wage prescribed x 1.23 divided by 38

4.3.2 A casual employee will not be entitled to the benefits of part 5 of this Award nor to the benefits of clauses 4.12 (Redundancy), clause 5.4 (Superannuation) or clause 6.2 (Rostered days off).

4.3.3 The employment of a casual employee may be terminated by the giving of one hour's notice by either party at any time.

4.4 Short term employment

4.4.1 It is recognised from time to time to meet market demands, the employer may need to engage employees on a short-term basis.

4.4.2 Without prejudicing any other rights of any party to this Award, an employer may engage an employee under clause 4.4 for an initial term not to exceed 6 months, with an extension of employment not to exceed a further 6 months.

4.4.3 At the time of employment, such an employee will be advised in writing of the temporary nature of the employment.

4.4.4 An employee during a short-term employment period will not be entitled to the benefits of clause 4.12 (Redundancy) however, should employment be continued beyond that period all continuous service will be recognised for the purpose of entitlements to Redundancy.

4.5 Probationary period

4.5.1 The employer may engage an employee other than a casual employee on probation for a period not exceeding 3 months during which time the contract of employment may be terminated by:

(a) The employee by the giving of 2 days' notice or the forfeiture of 2 days' pay in lieu of notice; or

(b) The employer by the payment of 2 days' pay in lieu of notice.

4.6 Employee to work as directed

4.6.1 The employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training consistent with the classification structure of this Award provided that such duties are not designed to promote deskilling.

4.6.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

4.6.3 Any direction issued by the employer pursuant to clauses 4.6.1 and 4.6.2 shall be consistent with the employers responsibility to provide a safe and healthy working environment.

4.7 Skills training

The training of other employees in skills possessed by an employee shall be part of the scope of work of each employee.

4.8 Anti-discrimination

4.8.1 It is the intention of the parties to this Award to prevent and eliminate discrimination, as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended from time to time, which includes:

(a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of any of the above attributes;

(b) sexual harassment; and

(c) racial and religious vilification.

4.8.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.1, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.8.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

4.8.4 Nothing in clause 4.8 is to be taken to affect:

- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
- (b) an employee, employer or registered organization, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

4.9 Stand-down

The employer may stand-down any employee without pay on any day or for part of any day on which the employee cannot be usefully employed because of the occurrence of anything for which the employer is not responsible or over which the employer has no control.

4.10 Termination of employment

4.10.1 Statement of employment

An employer shall, in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

4.10.2 Termination by employer

- (a) An employer may dismiss an employee only if the employee has been given the following notice:

| Period of Continuous Service | Period of Notice |
|---|------------------|
| Not more than 1 year | 1 week |
| More than 1 year but not more than 3 years | 2 weeks |
| More than 3 years but not more than 5 years | 3 weeks |
| More than 5 years | 4 weeks |

- (b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.

- (c) Payment in lieu of notice shall be made if the appropriate notice is not given:

Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- (d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:

- (i) the ordinary working hours to be worked by the employee; and
- (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
- (iii) any other amounts payable under the employee's employment contract.

- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

4.10.3 Notice of termination by employee

The notice of termination required to be given by an employee shall be one week or forfeiture of a maximum of one week's pay.

4.10.4 Time off during notice period

During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with the employer.

4.11 Introduction of changes

4.11.1 Employer's duty to notify

- (a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.
- (b) 'Significant effects' includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

4.11.2 Employer's duty to consult over change

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.11.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union or unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.12 Redundancy

4.12.1 Consultation before terminations

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.12.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.12.2 Transfer to lower paid duties

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 4.12.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.10.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.

(c) The amounts must be worked out on the basis of:

- (i) the ordinary working hours to be worked by the employee; and
- (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
- (iii) any other amounts payable under the employee's employment contract.

4.12.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
 - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.12.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

4.12.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.12.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.12.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.12.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

4.12.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.10.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.12.1(a), shall be entitled to the following amounts of severance pay:

| Period of Continuous Service | Severance Pay (weeks' pay) |
|---|-------------------------------|
| Less than 1 year | nil |
| 1 year but not more than 2 years | 4 |
| More than 2 years but not more than 3 years | 6 |
| More than 3 years but not more than 4 years | 7 |
| More than 4 years but not more than 5 years | 8 |
| More than 5 years but not more than 6 years | 9 |
| More than 6 years but not more than 7 years | 10 |
| More than 7 years but not more than 8 years | 11 |
| More than 8 years but not more than 9 years | 12 |
| More than 9 years but not more than 10 years | 13 |
| More than 10 years but not more than 11 years | 14 |
| More than 11 years but not more than 12 years | 15 |
| More than 12 years | 16 |

- (b) 'Weeks' Pay' means the ordinary time rate of pay for the employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

4.12.7 *Superannuation benefits*

An employer may make an application to the Commission for relief from the obligation to make severance payments in circumstances where:

- (a) the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award based superannuation scheme.

4.12.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.12.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

4.12.9 *Alternative employment*

An employer, in a particular case, may make application to the Commission to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

4.12.10 *Employees with less than one year's service*

Clause 4.12 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

4.12.11 *Employees exempted*

Clause 4.12 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to employees engaged for a specific period or task(s); or
- (c) to casual employees.

4.12.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.12 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A 'company' shall be defined as:
 - (i) a company and the entities it controls; or
 - (ii) a company and its related company or related companies; or
 - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

4.12.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.12.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:

- (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmitter, and any prior transmitter, to be continuous service of the employee with the transmittee; or
- (ii) where the employee rejects an offer of employment with the transmittee:
 - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
 - (B) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

(b) The Commission may amend clause 4.12.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.12.14 *Incapacity to pay*

An employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription amended on the basis of the employer's incapacity to pay.

4.13 Abandonment of employment

4.13.1 The unauthorised absence of an employee from work for a continuous period exceeding 3 working days shall be *prima facie* evidence that the employee has abandoned employment.

4.13.2 Termination of employment by abandonment in accordance with clause 4.13 shall operate in accordance with clause 4.10 from the date of the last attendance at work or the last day's absence in respect of which consent was granted by the employer, whichever is the later.

4.13.3 *Calculation of time*

(a) The employer shall select and utilise for timekeeping purposes a time period of either 6 or 15 minutes and may apply such proportion in the calculation of the working time of an employee who, without reasonable cause, promptly communicated, reports for duty after the appointed starting time or ceases duty before the appointed finishing time.

(b) The employer shall adopt the same proportion for the calculation of overtime.

4.14 Continuity of service - transfer of calling

In cases where a transfer of calling occurs, continuity of service should be determined in accordance with sections 67-71 of the Act as amended from time to time.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Wage rates

5.1.1 Wages payable under this Award are shown in schedules attached to this Award as follows:

- (a) Schedule 1 - Cement Industry employees - Other than North Australian Cement Ltd.
- (b) Schedule 2 - North Australian Cement Limited.
- (c) Schedule 3 - Queensland Cement Limited
Central Queensland Cement Pty. Ltd.

5.1.2 It is recognised by the parties that these schedules of wages are an interim step in the development of a single broad skills based classification structure which is to be developed by the parties to this Award.

5.2 Allowances

5.2.1 *Disability allowance*

In addition to the weekly wages prescribed in clause 5.1, employees shall be paid an all purpose disability allowance of \$34.00 which shall be in full compensation for all disabilities associated with or incidental to the work covered by this Award.

5.2.2 *Travel allowance*

An employee who is required to work away from the normal place of work and who uses a private motor car or motor cycle to travel shall be entitled to an allowance for the use of that vehicle. This allowance shall be paid for the distance travelled in excess of that which the employee would normally travel between the employee's usual place of residence and the usual place of employment.

Motor cycle: \$0.1747 per kilometre or part thereof.

Motor car: \$0.2924 per kilometre or part thereof.

5.2.3 *First aid allowance*

Where the employer appoints as a first aid attendant, an employee who is the holder of a current appropriate first aid certificate, that employee shall be paid an additional \$13.90 each week in which the employee works 3 days or more.

5.3 **Payment of wages**

The employer shall pay wages on a fortnightly basis by bank transfer or by electronic funds transfer to an account nominated by the employee to the employer without cost to the employee.

5.4 **Superannuation**

5.4.1 Eligible employees (as defined in clause 5.4.2) shall be entitled to occupational superannuation subject to the terms and conditions of clause 5.4.

5.4.2 "Eligible employee" means an employee engaged for 50 hours in any 4 week period under the terms and conditions of this Award.

5.4.3 Notwithstanding the foregoing, employees engaged by the employer for work experience during University/TAFE/CAE vacations shall not be regarded as employees for the purposes of clause 5.4.

5.4.4 "The Plan" means the Queensland Cement Limited Superannuation Fund, or any other approved fund.

(a) Amount - As from 1 January 2005 every employer shall contribute on behalf of each eligible employee an amount calculated at 9% of the total of the employee's ordinary time earnings and disability allowance, into an approved fund, as defined in this clause. Each such payment of contributions shall be rounded off to the nearest ten (10) cents:

Provided that where an employee is absent and is receiving by way of workers' compensation an amount of money no less than the award rate of pay the contribution shall be calculated at 3%.

(b) The contribution amount as prescribed in clause 5.4.4(a) shall be adjusted with movements to the basic Award rate and the disability allowance as determined from time to time by the Commission.

(c) Absences from work - Contributions shall continue to be paid on behalf of an eligible employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave, but no employer shall be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences except in the case of absence on workers' compensation.

(d) The employer shall remit contributions on a monthly basis.

(e) The employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than those specified in this Award.

(i) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.

(ii) A person must not coerce someone else to make an agreement.

(iii) Such agreement, where made, will continue until such time as the employer and employee agree otherwise, and shall be made available to relevant persons for the purposes of sections 371 and 373 (inspection of time and wage records) of the Act.

(iv) Any dispute arising out of this process will be handled in accordance with the grievance and dispute settling procedure as contained in clause 3.1.

5.4.5 Eligible employees shall participate in the plan immediately upon engagement by the employer.

5.4.6 No additional amounts shall be paid by the employer for the establishment, administration, management or any other charges in connection with the plan.

PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

6.1 Hours of work

6.1.1 Day workers

- (a) Subject to exceptions provided elsewhere in this Award, the ordinary hours of work for day workers shall be worked on one of the following bases so as to average 38 hours each week:
- (i) 38 hours within a work cycle of 7 consecutive days; or
 - (ii) 76 hours within a work cycle of 14 consecutive days; or
 - (iii) 114 hours within a work cycle of 21 consecutive days; or
 - (iv) 152 hours within a work cycle of 28 consecutive days.
- (b) The ordinary hours of work prescribed may be worked on any 5 consecutive days in the week, Monday to Sunday inclusive, subject to the following:
- (i) Ordinary hours worked on a Saturday or Sunday shall be paid at the appropriate week-end overtime rate specified in clause 6.4 (Overtime).
 - (ii) Any arrangement of hours which includes a Saturday or Sunday as ordinary hours shall be subject to agreement between the employer and the majority of employees concerned.
 - (iii) In any arrangement of hours which includes a Saturday or Sunday as ordinary hours, the Chief Industrial Inspector and the relevant Union shall be notified in writing within 14 days of commencement of work under such arrangement.
- (c) The ordinary hours of work prescribed herein shall be worked continuously, except for meal breaks and rest pauses, between 6.00 a.m. and 6.00 p.m. The spread of hours prescribed herein may be altered as to all or a section of employees provided there is agreement between the employer and the majority of employees concerned:
- Provided further that work done outside the hours of 6.00 a.m. and 6.00 p.m. shall be paid at overtime rates and will be deemed to be part of the ordinary hours of work for the purposes of clause 6.1.1.
- (d) The ordinary starting and finishing times of various groups of employees or individual employees, may be staggered, provided that there is agreement between the employer and the majority of employees concerned.
- (e) The ordinary hours of work prescribed herein shall not exceed 10 hours on any day:
- Provided that where the ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned:
- Provided further that where any arrangement of ordinary hours exceeds 8 on any day, the Chief Industrial Inspector and the relevant union shall be notified in writing within 14 days of commencement of work under such arrangement.
- By arrangement between an employer, the relevant Union and the majority of employees in the plant or work section or sections concerned, ordinary hours not exceeding 12 on any day may be worked subject to:
- (i) the employer and the employee concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12 hours shifts;
 - (ii) proper health monitoring procedures being introduced;
 - (iii) suitable roster arrangements being made; and
 - (iv) proper supervision being provided.
- (f) Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise available working time. Preparation for work and cleaning up of the employee's person shall be in the employee's time.

6.2 Rostered days off

6.2.1 Except as provided in clause 6.2.7 for the purpose of providing a working week which averages 38 ordinary hours, an employee shall be rostered off duty on a Monday or a Friday during each 4 week cycle.

Where such a Monday or Friday falls on a gazetted public holiday, the succeeding or preceding ordinary working day shall substitute for the Monday or Friday, as the case may be.

6.2.2 Except as provided in clause 6.2.3, an employee will be given at least 2 weeks' notice of the week day on which the employee is to be rostered off duty.

6.2.3 The employer may require an employee to substitute the rostered day off for another day in the case of a breakdown of machinery or failure or shortage of electric power, or to meet the requirements of the business (including the necessity to work shifts so as to provide continuity of production) or some other emergency situation.

6.2.4 An employee with the agreement of the employer may substitute a day on which the employee is rostered off duty for another day within the same 4 week cycle.

6.2.5 When an employee is required to work in accordance with clause 6.2.3, the employee, where practicable shall be given a substitute rostered day off before the next scheduled rostered day off becomes due or may accumulate the rostered day off in accordance with clause 6.2.6.

Where it is not practicable to provide such an employee with an alternative rostered day off, the employee will be paid overtime for that work as if that work was performed on a Saturday.

6.2.6 Notwithstanding any other provision of clause 6.2, the employer and the employee may agree to accrue up to a maximum of 5 rostered days off. Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.

6.2.7 An employee shall not be entitled to paid leave for any purpose, for any absence which is the employee's rostered day off duty.

6.3 Meal breaks and rest pauses

6.3.1 Day workers

(a) Except as provided elsewhere in clause 6.3.1, a meal break for a period of not less than 30 minutes shall be taken during the day and shall be unpaid. No employee shall be required to work for more than 6 hours without a break for a meal.

(b) Where practicable, an employee will also be entitled to 2 rest pauses, each of not more than 10 minutes' duration without loss of pay during the working day to be taken on the job at such time as to not interfere with the continuity of work where such continuity is necessary.

(c) Notwithstanding clause 6.3.1(b) by agreement between the employer and majority of employees concerned, the rest pauses may be combined into one 20 minute rest pause to be taken in the first part of the ordinary working day, with such 20 minute rest pause and the meal break arranged in such a way that the ordinary working day is broken into 3 approximately equal working periods.

6.4 Overtime

6.4.1 Overtime is that work performed in excess of or outside the ordinary hours prescribed in clause 6.1.1 and clause 6.5.2 and in the case of a shift worker includes works on a shift other than a rostered shift.

6.4.2 When so required by the employer, an employee shall work a reasonable amount of overtime.

6.4.3 Assignment of overtime shall be based on specific work requirements.

6.4.4 Payment for overtime work

(a) An employee, shall be paid for all overtime worked on a Sunday at double time with a minimum of 3 hours work or payment therefore.

(b) An employee other than a shift worker shall be paid for overtime worked on any day Monday to Saturday inclusive, at the rate of time and one-half for the first 3 hours and double time thereafter, such double time to

continue until the completion of the overtime work.

- (c) An employee who works as a shift worker shall be paid for all overtime at the rate of double time.
- (d) In calculating for overtime work, each day's work shall stand alone except that work extending beyond midnight shall be deemed to be work of the day on which the overtime commenced.

6.4.5 *Crib breaks*

Employees who are required to continue work after their usual ceasing time shall be entitled to a 30 minute crib-break after 2 hours, or after one hour if overtime continues beyond 6.00 p.m.

After each further period of 4 hours work, the employee shall be allowed 45 minutes for crib, however, should an employee so elect, a period of 30 minutes for cribs may be substituted. No deduction of pay shall be made in respect of any such crib-breaks.

6.4.6 *Meals and meal allowance during overtime*

An employee required to work overtime after the usual ceasing time shall, if entitled to a crib-break, be supplied by the employer with a reasonable meal or be paid an allowance of \$12.10 in lieu of that meal.

Where an employee has provided a meal because of prior advice of overtime work, and that overtime is not worked or ceases before the meal time, the employee shall be entitled to payment of \$12.10 for each meal so provided.

6.4.7 *Rest period after overtime*

- (a) When overtime work is necessary, it shall wherever reasonably practicable be so arranged that an employee has 10 consecutive hours off duty between the work of successive days.
- (b) Except as provided in clauses 6.4.7 (c) and (d) an employee who works so much overtime that the employee does not have at least 10 consecutive hours off duty between the completion of ordinary time work on one day and the commencement of ordinary time work on the next day shall, subject to clause 6.4.7, be released after the completion of the overtime work until 10 consecutive hours off duty have been taken. Any absence during ordinary time for the purpose of taking this 10 hour break shall be without the loss of pay.
- (c) If on the instructions of the employer such an employee resumes or continues work without having had 10 consecutive hours off duty, that employee shall be paid double rates until released from duty for such period.
- (d) The provisions of clause 6.4.7(b) shall not apply to an employee recalled to work overtime whether on one or more occasions when that employee works less than a total of 3 hours.
- (e) 8 hours shall be substituted for 10 hours in clause 6.4.7(b) when overtime is worked by a shift worker:
 - (i) by arrangement between the employees themselves.
 - (ii) for the purpose of effecting the rotation of shifts.
 - (iii) who is required to replace a shift worker who does not report for duty.

6.4.8 *Recall to work*

- (a) Except as provided in clause 6.4.7(b), an employee recalled to work overtime on a Monday, Tuesday, Wednesday, Thursday or Friday after leaving the employer's premises (and not having been notified of such recall prior to so leaving) shall be paid for a minimum of 4 hours at overtime rates for each time the employee is so recalled; provided that except in the case of unforeseen circumstances arising, the employee shall not be required to work the full 4 hours if the job the employee was recalled to perform is completed within a shorter period. An unforeseen circumstance would include but not be limited to a further breakdown of equipment after an employee has been recalled and before the employee has left the employer's premises.
- (b) Clause 6.4.8(a) shall not apply:
 - (i) In cases where it is customary for an employee to return to the employer's premises for periods to perform a specific job outside the ordinary hours of the employee, or
 - (ii) Where the overtime is continuous (subject to a meal break where appropriate) with the commencement of ordinary working time.
- (c) Where the actual time worked is less than 2 hours on a recall or a total of less than 3 hours when an employee

is recalled on more than one occasion between the ordinary hours of successive days, time worked in the circumstances specified in clause 6.4.8 shall not be regarded as a work period for the purposes of clause 6.4.

- (d) When an employee uses a private vehicle in accordance with clause 6.4.8, an allowance shall be paid for each necessary journey at the rate provided in clause 5.2.2.

6.5 Shift work

6.5.1 Definitions

Rostered shift shall mean a shift of which the employee concerned has had at least 48 hours' notice.

6.5.2 Hours of work

- (a) The ordinary hours of work for shift workers shall be in accordance with rosters agreed between the employer and the branch secretary of the relevant Union.

- (b) Should a day or shift be worked through midnight, the day on which the major part of the shift falls will be regarded as the day on which the shift is worked.

Should a shift be evenly divided by midnight, the day on which the shift commenced will be regarded as the day on which the shift is worked.

- (c) Notwithstanding anything contained elsewhere in clause 6.5.2, an employer and the relevant Union may enter into arrangements for all types of work or work scheduling, including 12 hour shifts.

6.5.3 Crib breaks, rest pauses

- (a) A shift worker shall be allowed a 30 minute paid crib break to be taken during the shift at a time co-ordinated by the shift supervisor. Such crib break will be taken at a time so as to not interfere with the continuity of work.

- (b) Where practicable a shift worker will be entitled to take without loss of pay 2 rest pauses each of not more than 10 minutes' duration during each shift to be taken on the job at such time as to not interfere with the continuity of work.

- (c) By agreement between the shift workers and the shift supervisor, an arrangement varying the provisions of clause 6.5.3 may be made provided the combined time for the breaks does not exceed 50 minutes.

- (d) In the event that the need for continuity of work does require a shift worker to forego one or both rest pauses, the additional time worked shall be paid at the rate of double time.

6.5.4 Shift allowance

Except as provided in clause 6.5.5 an employee working ordinary hours on a rostered afternoon or night shift shall be paid a shift allowance of 15% of the ordinary rate.

This allowance shall not apply to overtime calculations.

6.5.5 Week-end payments for shift workers

An employee who works on a rostered shift shall be paid for ordinary hours worked on week-ends as follows:

- (a) midnight Friday to midnight Saturday - one and one-half times the ordinary rate;

- (b) midnight Saturday to midnight Sunday - double the ordinary rate.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 Every employee (other than a casual employee) shall at the end of each year of employment be entitled to annual leave on full pay as follows:

- (a) not less than 5 weeks if employed on continuous shift work where 3 shifts per day are worked over a period of 7 days per week; and

- (b) not less than 4 weeks in any other case.

7.1.2 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.7) shall be paid for by the employer in advance:

- (a) In the case of an employee who immediately before taking such leave is in receipt of ordinary pay at a rate in excess of the ordinary rate payable under this Award, at the rate of such ordinary pay.
- (b) In the case of any other employee, at the ordinary rate of pay payable to the employee under this Award immediately before such leave is taken.

7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the annual leave to the employee from the date of termination of the employment and shall forthwith pay to the employee in addition to all other amounts due to the employee, payment calculated in accordance with clause 7.1.7, for 4 or 5 weeks as the case may be and also ordinary pay for any public holiday occurring during such period of 4 or 5 weeks.

7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to 1/9th of the employee's ordinary pay for the period of employment for an employee to whom 7.1.1(a) applies, and 1/12th of the employee's ordinary pay for the period of their employment for an employee to whom clause 7.1.1(b) applies, calculated in accordance with clause 7.1.7.

7.1.5 In calculating a year of employment for the purposes of clause 7.1:

- (a) A period exceeding 3 months during which an employee has been absent on leave without pay granted by the employer shall not be taken into account.
- (b) A period during which an employee has been absent without pay and without the employer's authority, other than a period of absence not exceeding 3 months on account of illness or injury certified to by a legally qualified medical practitioner shall not be taken into account.

Where the employer and the employee agree, annual leave may be taken wholly or partly in advance before the employee has become entitled to annual leave.

An employee who has taken in advance the whole of the annual leave that would be due at the end of a year of employment, shall not be entitled to any further annual leave at the end of that year of employment.

An employee who has taken in advance part of the annual leave that would be due at the end of a year of employment shall become entitled at the end of that year of employment to the part of the annual leave not already taken.

Reasonable notice of the commencement of annual leave shall be given to the employee.

Except as provided elsewhere in clause 7.1, it shall not be lawful for the employer to give or for the employee to receive payment in lieu of annual leave.

If a holiday mentioned in clause 7.6 falls on a day on which a shift worker is rostered off, that shift worker shall be paid an additional day's pay or shall have an additional day off to be taken at a mutually agreed time or shall have an extra day added to annual leave.

7.1.6 *Annual close down*

Where an employer closes down a plant or a section or sections thereof, for the purposes of allowing annual leave to all or the bulk of the employees in the plant or section or sections concerned, the following provisions shall apply:

- (a) The employer may stand off for the duration of the close down all employees in the plant or section or sections concerned, and allow to those who are not qualified for 4 full weeks' leave paid leave on a proportionate basis.
- (b) An employee who has then qualified for 4 full weeks' leave and also completed further service shall be allowed annual leave and shall be paid an amount equal to 1/12th of the ordinary pay for the period of service in excess of 12 months.
- (c) All time during which an employee is stood off without pay for the purpose of clause 7.1.6 shall be deemed to be of service in the next 12 monthly qualifying period, provided that this shall not apply where the period of employment including the period stood off does not exceed 5 weeks:

Provided that the foregoing conditions shall also apply in the event of annual leave being staggered so that

employees entitled to annual leave may be broken into 2 groups which overlap into a close down in accordance with the first paragraph of clause 7.1.6 of not more than 2 working weeks (plus public holidays occurring therein), and employees with a lesser period of service may be stood off as in clause 7.1.6(a).

7.1.7 Calculation of annual leave pay

In respect to Annual leave entitlement to which clause 7.1 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

- (a) Shift workers - Subject to clause 7.1.7(c), the rate of wage to be paid to shift workers shall be the rate payable for work in ordinary time according to the employees' roster or projected roster, including Saturday, Sunday or public holiday Shifts.
- (b) Leading hands, etc. - Subject to clause 7.1.7(c), leading hand allowances and amounts of a like nature otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.
- (c) All employees - Subject to the provisions of clause 7.1.7(d), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
 - (i) The employee's ordinary wage rate as prescribed by the Section for the period of the annual leave (excluding shift premiums and week-end penalty rates).
 - (ii) Leading hand allowance or amounts of a like nature.
 - (iii) A further amount calculated at the rate of 17 1/2% of the amounts referred to in clause 7.1.7(c)(i) and 7.1.7(c)(ii).
- (d) Clause 7.1.7(c) does not apply to:
 - (i) any period or periods of annual leave exceeding:
 - 5 weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week; or
 - 4 weeks in any other case.
 - (ii) Employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.1.8 Illness during annual leave

An employee who suffers personal illness of 3 or more working days or shifts during a period of annual leave may apply to have such a period regarded as sick leave. In such a case an equivalent period shall be added to the employee's annual leave or arranged to be taken at a mutually agreed time before the next entitlement to annual leave falls due.

To qualify for such sick leave the employee shall provide to the employer a certificate from a duly qualified medical practitioner verifying the illness, and notify the employer as soon as practicable of the illness and of the intention to apply for sick leave. Such notification shall be made promptly and where practicable before the employee's return to work.

7.2 Sick leave

7.2.1 Entitlement

- (a) Every employee, except casuals and school-based apprentices and trainees, is entitled to 60.8 hours' sick leave for each completed year of their employment with their employer:

Provided that part-time employees accrue sick leave on a proportional basis.
- (b) This entitlement will accrue at the rate of 7.6 hours' sick leave for each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the number of hours which would have been worked by the employee if the employee were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be

entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

7.2.2 *Employee must give notice*

The payment of sick leave is subject to the employee promptly advising the employer of the employee's absence and its expected duration.

7.2.3 *Evidence supporting a claim*

When the employee's absence is for more than 2 days the employee is required to give the employer a doctor's certificate, or other reasonably acceptable evidence, about the nature and approximate duration of the illness.

7.2.4 *Accumulated sick leave*

An employee's accumulated sick leave entitlements are preserved when:

- (a) The employee is absent from work on unpaid leave granted by the employer;
- (b) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months;
- (c) The employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.

The employee accumulates sick leave entitlements whilst absent from work on paid leave granted by the employer.

7.2.5 *Payment in lieu of unused sick leave*

On termination of employment, an employee shall be paid in lieu of sick leave not taken.

Such payment shall be calculated at the ordinary time rate of pay of the employee for the period of sick leave to which the employee would have been entitled at the end of each year of employment.

For the purpose of clause 7.2.5, sick leave taken shall be deemed to be taken from the earliest accumulation.

7.2.6 *Illness during annual leave*

Subject to the provisions of clause 7.1.6 an employee who suffers personal illness during annual leave may be entitled to apply for such period to be regarded as sick leave.

7.2.7 *Workers' compensation*

Where an employee is in receipt of workers' compensation, the employee is not entitled to payment of sick leave.

7.3 Bereavement leave

7.3.1 *Full-time and part-time employees*

Full-time and part-time employees shall, on the death of a member of their immediate family or household in Australia, be entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of the employer.

7.3.2 *Long-term casual employees*

- (a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the employee seeks to access an entitlement under clause 7.3.2.

7.3.3 "Immediate family" includes:

- (a) A spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and

- (b) A child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

7.3.4 Unpaid leave

An employee with the consent of the employer, may apply for unpaid leave when a member of the employee's immediate family or household in Australia dies and the period of bereavement leave entitlement provided above is insufficient.

7.4 Long service leave

All employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2, Part 3, sections 42-58 of the Act as amended from time to time.

7.5 Family leave

The provisions of the Family Leave Award apply to and are deemed to form part of this Award.

7.5.1 It is to be noted that:

- (a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award;
- (b) a copy of the Family Leave Award is required to be displayed in accordance with section 697 of the Act.

7.5.2 The Family Leave Award also provides for the terms and conditions of leave associated with:

- (a) Maternity leave
- (b) Parental leave
- (c) Adoption leave
- (d) Special responsibility leave for the care and support of the employee's immediate family or household.

7.6 Public holidays

7.6.1 Except as provided in clause 7.6.2, an employee other than a casual employee shall be entitled to a holiday without deduction of pay on any day gazetted as a Public Holiday under the *Holidays Act 1983* in the district in which the employee works for the following days:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th April (Anzac Day);
- Labour Day (the first Monday in May)
- The Birthday of the Sovereign;
- Show Day
- Christmas Day;
- Boxing Day.

7.6.2 Where an employee is required to work on a public holiday and the employee does not report for work as required, without reasonable cause (proof whereof shall lie upon the employee) the employee shall not be entitled to payment for the public holiday.

7.6.3 An employee, for time worked on a public holiday will be paid as follows:

- (a) For all time outside the ordinary starting and ordinary finishing times for the day of the week on which the holiday falls, double the rate for such time when worked outside such time on an ordinary working day.
- (b) For all other time at the rate of double time and a-half.
- (c) For the purposes of clause 7.6 "double time and a-half" shall mean one and one-half days' wages in addition to the employee's ordinary time rate of pay or *pro rata* if there is more or less than a day.
- (d) An employee required to report for work on a public holiday will be paid for a minimum period of 4 hours.

- 7.6.4 Any employee, with 2 weeks or more of continuous service, whose employment has been terminated by the employer or who has been stood down by the employer during the month of December, and who is re-employed in January of the following year, shall be entitled to payment for the public holidays of Christmas Day, Boxing Day and the 1st January (New Year's Day).
- 7.6.5 By agreement between the employer and a majority of the employees in a plant or section of a plant and subject to statutory limitations, another day may be substituted for a public holiday.
- 7.6.6 In the event of an employee being required to work on a substituted day the employee shall be paid at the rate applicable for work on the public holiday which has been substituted.
- 7.6.7 Clauses 7.6.5 and 7.6.6 shall not be construed to confer on an employee of the same employer an entitlement to a paid holiday or payment for work on that holiday on more than one occasion for each public holiday in each calendar year.

7.7 Jury service

- 7.7.1 An employee, other than a casual employee, who has completed 3 months' continuous service and who is required to attend for jury service during ordinary hours, shall notify the employer as soon as practicable of the dates on which the employee is required to attend at Court.
- 7.7.2 Subject to the employee furnishing the employer with satisfactory proof of the duration of the attendance for jury service, and the amount paid to the employee by the Court for such attendance, the employer shall pay to the employee an amount equal to the difference between the payment made to the employee by the Court and the payment the employee would have received for ordinary hours had the employee not been absent on jury service.

PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

8.1 Travel time

An employee required by the employer to report at a site other than the usual place of employment to commence work at the usual starting time, shall be entitled to payment of travelling time at the ordinary time rate of pay for the time reasonably spent in excess of that which the employee would normally spend in travelling between the usual place of residence and the usual place of employment.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training

9.1.1 Following proper consultation, the employer shall develop a training policy and program consistent with:

- (a) the current and future skill needs of the enterprise;
- (b) the size, structure and nature of the operations of the enterprise; and
- (c) the need to develop vocational skills relevant to the enterprise and the cement manufacturing industry through courses conducted by appropriate educational institutions and training providers.

9.1.2 *Various costs associated with training*

- (a) Where, as a result of consultation, it is agreed by the employer that additional training in accordance with the program developed in accordance with clause 9.1.1 should be undertaken by an employee, that training may be undertaken either on or off the job: Provided that if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.
- (b) Any costs associated with standard fees for prescribed courses and textbooks (excluding those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure: Provided that reimbursement shall be on an annual basis, subject to the presentation of reports of satisfactory progress.
- (c) Travel costs incurred by an employee undertaking training in accordance with clause 9.1.2 which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.

9.1.3 Clauses 9.1.1 and 9.1.2 shall operate as interim provisions and shall be reviewed after 12 months operation.

9.1.4 Any disputes arising in relation to clause 9.1 shall be subject to the provisions of clause 3.1.

PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

10.1 Safety

10.1.1 It is recognised that safety is the prime responsibility of every employee of the employer.

10.1.2 The employer recognises an obligation to provide a safe working environment, to provide adequate safety equipment, to provide training for employees in safe operating procedures and to establish and enforce safety regulations.

10.2 Protective apparatus

10.2.1 Where the work of an employee requires the provision of personal protective equipment, the employer shall provide and the employee shall wear the equipment in such a way as to achieve the purpose for which it is supplied. Except as provided in clauses 10.3 and 10.4 and clause 10.5.2, the equipment shall remain the property of the employer.

10.2.2 An employee issued with such equipment in accordance with clause 10.2 shall return it in the same condition as when it was issued, fair wear and tear excepted. In the event that an employee does not do so, the employer may deduct the replacement costs of the equipment from monies due to the employee.

10.3 Safety footwear

10.3.1 An employee, other than a casual employee, shall be entitled to an issue of 2 pairs of safety footwear free of charge. The first pair shall be provided immediately on commencement of service and the second at the end of 3 months of continuous service.

10.3.2 The employer shall replace the issued footwear when it is returned unserviceable, due to fair wear and tear.

10.4 Protective clothing

10.4.1 An employee, other than a casual employee, shall be entitled to a clothing issue free of charge. The first 2 sets of clothing shall be issued after one week of service and another set of clothing shall be due at the end of 3 months of continuous service.

10.4.2 After 12 months of continuous service, an employee shall be entitled to a further issue of 2 sets of clothing.

10.4.3 The employer shall replace the issued clothing when it is returned unserviceable due to fair wear and tear.

10.4.4 An employee issued with clothing shall wear that clothing whilst at work and shall not modify it to substantially alter its appearance.

For the purpose of clause 10.4, a set of clothing shall consist of:

(a) a pair of overalls; or

(b) a pair of trousers and a shirt.

10.4.5 By agreement between an employee and the employer, another issue may be provided in place of a set of clothing.

10.4.6 An employee who ceases employment within 3 months of an issue of clothing shall return that issue to the employer or pay or forfeit to the employer from monies due, the depreciated value of such protective clothing.

10.5 Safety spectacles

10.5.1 Safety spectacles of a suitable type shall be issued to an employee and shall be worn in all areas designated by the employer as an eye protection area.

10.5.2 Where the employer requires an employee to wear prescription spectacles with safety toughened/hardened lenses, the employer will pay the cost of the toughening/hardening process and the employee will pay the cost of the prescription frames and lenses. In the event that an employee's prescription spectacles are damaged in the course of employment, the employer will pay the necessary repair/replacement costs, unless the damage has been caused by the employee's negligence.

10.6 Work in the rain

An employee required to work in the rain shall be supplied by the employer with suitable waterproof clothing. However, should the clothes of an employee using such waterproof clothing become rain soaked, the employee shall be paid double rates for the work performed and this payment shall continue until the employee is able to change into dry clothes or the work is completed, whichever is the earlier.

10.7 Entering mills, kilns and chambers

Where possible when an employee is required to enter a mill, kiln or chamber such work will be undertaken when the temperature within is at or below 38 degrees Celsius. If the temperature exceeds 38 degrees Celsius, the employee shall not be required to remain in the mill, kiln or chamber for more than 15 minutes to be followed by a break of 10 minutes before re-entering.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

Clauses 11.1 and 11.2 replicate legislative provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to sections 366, 372 and 373 of the Act as amended from time to time.

11.1 Right of entry

11.1.1 Authorised industrial officer

- (a) An "Authorised industrial officer" is any Union official holding a current authority issued by the Industrial Registrar.
- (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the Union.

11.1.2 Entry procedure

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
 - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
 - (ii) shows their authorisation upon request.
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

11.1.3 Inspection of records

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
 - (i) is ineligible to become a member of the Union; or
 - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
 - (iii) has made a written request to the employer that the employee does not want that employee's record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

11.1.4 *Discussions with employees*

An authorised industrial officer is entitled to discuss with the employer, or a member or employee eligible to become a member of the Union:

- (a) matters under the Act during working or non-working time; and
- (b) any other matter with a member or employee eligible to become a member of the Union, during non-working time.

11.1.5 *Conduct*

An authorised industrial officer must not unreasonably interfere with the performance of work in exercising a right of entry.

11.2 Time and wages record

11.2.1 An employer must keep, at the place of work in Queensland, a time and wages record that contains the following particulars for each pay period for each employee, including apprentices and trainees:

- (a) the employee's award classification;
- (b) the employer's full name;
- (c) the name of the award under which the employee is working;
- (d) the number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;
- (e) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid;
- (f) the gross and net wages paid to the employee;
- (g) details of any deductions made from the wages; and
- (h) contributions made by the employer to a superannuation fund.

11.2.2 The time and wages record must also contain:

- (a) the employee's full name and address;
- (b) the employee's date of birth;
- (c) details of sick leave credited or approved, and sick leave payments to the employee;
- (d) the date when the employee became an employee of the employer;
- (e) if appropriate, the date when the employee ceased employment with the employer; and
- (f) if a casual employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the employer's business hours by an inspector of the Department of Industrial Relations, in accordance with section 371 of the Act or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

11.3 Trade Union training leave

An employee shall be granted up to 5 days leave (non cumulative) on ordinary pay each calendar year to attend courses and seminars conducted by the Union subject to the following conditions.

11.3.1 The employee provides the employer with a written application for the leave endorsed by the relevant Union at least one month before the leave is required.

- 11.3.2 The employee has at least 12 months of uninterrupted service with the employer prior to such leave being granted.
- 11.3.3 The entitlement to leave under clause 11.3 will not extend to more than 2 employees from each site each year, however, this condition shall not operate to prevent the employer from granting leave under the provisions of clause 11.3 to more than 2 employees in any one year.
- 11.3.4 The granting of such leave shall be subject to the convenience of the employer so that the operations of the employer will not be unduly affected.
- 11.3.5 The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within the employer's operations.
- 11.3.6 In granting such paid leave, the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.
- 11.3.7 Leave granted to attend courses will not incur any additional payment or alternative time off if such course coincides with the employee's day off in the 19 day month working arrangements or with any other concessional leave.
- 11.3.8 Such paid leave will not affect other leave granted to employees under this Award.

For the purpose of clause 11.3, ordinary pay shall mean the ordinary rate paid to the employee exclusive of any allowance for travelling time and fares or shift work.

Clause 11.3 shall not apply to a site with less than 10 full-time employees.

11.4 Posting of award

A true copy of this Award must be exhibited in a conspicuous and convenient place on the Premises of the employer so as to be easily read by employees.

11.5 Union encouragement

Preamble

Clause 11.5 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of the Union.

11.5.1 Documentation to be provided by employer

At the point of engagement, the employer shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the Premises of the employer in a place readily accessible by each employee.

The document provided by the employer shall also identify the existence of a union encouragement clause in this Award.

11.5.2 Union delegates

- (a) Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.
- (b) The employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

11.5.3 Deduction of union fees

Where arrangements can be entered into, employers are encouraged to provide facilities for the deduction and remittance of Union fees for employees who signify in writing to their employer their desire to have such membership fees deducted from their wages.

SCHEDULE 1 - WAGES - CEMENT INDUSTRY EMPLOYEES - OTHER THAN NORTH AUSTRALIAN CEMENT LTD

This Schedule shall not apply to Queensland Cement Limited or Central Queensland Cement Pty Ltd during the trial

period of Schedule 3 commencing on 3 March 1993.

(1) *Adults Wages Schedule -*

| Classification | Wage Group | Total Award Rate Per Week \$ |
|---|------------|------------------------------|
| CEMENT SECTION | | |
| 1. Burner | CW11 | 676.20 |
| 2. Burner - K5, K6 (Darra) | CW11 | 688.60 |
| 3. Burners Assistant | CW13 | 656.40 |
| 4. Wash Mill/Hammer Mill Operator | CW13 | 658.20 |
| 5. Cement/Raw Miller | CW13 | 663.70 |
| 6. Cement/Rod/Raw Miller | CW13 | 663.70 |
| 7. Cement Miller (Bulwer Island) | CW11 | 675.50 |
| 8. Assistant Miller | CW13 | 658.20 |
| 9. Cooler Attendant | CW12 | 660.30 |
| 10. Bag checker | CW13 | 662.60 |
| 11. Loader | CW13 | 660.60 |
| 12. Bag Machine Operator | CW13 | 662.60 |
| 13. Bulk Weighing Machine Operator | CW13 | 662.60 |
| 14. Weighbridge Attendant | CW13 | 681.30 |
| 15. Storeman | CW12 | 658.30 |
| 16. Clinker Runner | CW12 | 658.20 |
| 17. Coral Checker | CW13 | 662.60 |
| 18. Control Room Operator (Bulwer Island) | CW11 | 675.50 |
| 19. Plant Attendant (Bulwer Island) | CW13 | 662.60 |
| 20. Cleaner (Darra Administration) | CW13 | 665.00 |
| 21. Cleaner (Elsewhere) | CW13 | 650.50 |
| 22. Employee not elsewhere classified | CW13 | 650.50 |
| 23. Employees with less than 3 months' experience | CW14 | 645.50 |
| LABORATORY SECTION | | |
| Process Assistant Tester - | | |
| 24. First year | CW12 | 675.90 |
| 25. Thereafter | CW12 | 684.50 |
| Process Tester/Laboratory Assistant - | | |
| 26. First year | CW12 | 687.20 |
| 27. Thereafter | CW12 | 700.40 |
| Physical Tester - | | |
| 28. First year | CW12 | 692.10 |
| 29. Thereafter | CW11 | 703.90 |
| Shift Tester - | | |
| 30. First year | CW12 | 699.70 |
| 31. Thereafter | CW11 | 714.20 |
| Analyst - | | |
| 32. First year | CW10 | 723.50 |
| 33. Thereafter | CW10 | 730.80 |
| Lime Section - | | |
| 34. Lime Burner | CW12 | 666.10 |
| 35. Hydrator Attendant | CW12 | 666.10 |
| 36. Bag Machine Operator | CW13 | 662.60 |
| 37. Loader and/or Sorter | CW13 | 658.10 |
| 38. Employee not elsewhere classified | CW13 | 650.50 |

| Classification | Wage Group | Total Award Rate Per Week \$ |
|---|------------|------------------------------|
| 39. Employees with less than 3 months' experience | CW14 | 645.50 |
| Gladstone Clinker Plant - | | |
| 40. Central Control Operator | CW11 | 734.30 |
| 41. Plant Attendant | CW13 | 703.50 |
| 42. Shift Tester (1st Yr) | CW12 | 699.70 |
| 43. Thereafter | CW11 | 714.20 |
| QUARRY SECTION | | |
| 44. Core Driller | CW12 | 698.60 |
| 45. Powder Monkey | CW12 | 683.30 |
| 46. Crusher Operator | CW12 | 669.30 |
| 47. Operator - 10cm - 14cm track mounted independent rotation drill | CW12 | 683.70 |
| 48. Operator - down hole hammer drill | CW12 | 683.70 |
| 49. Employee not elsewhere classified | CW13 | 657.00 |
| 50. Employees with less than 3 months' experience | CW14 | 652.00 |
| ALL SECTIONS | | |
| 51. Operator forklift | CW13 | 692.30 |
| 52. Operator loader/unloader/wharf crane | CW11 | 724.90 |
| 53. Operator gantry crane | CW11 | 711.00 |
| Operator mobile plant - | | |
| 54. Bucket capacity over 0.765 cubic metres and up and including 2.3 cubic metres | CW11 | 716.90 |
| 55. Bucket capacity over 2.3 cubic metres | CW11 | 720.60 |
| 56. Lifting capacity to and including 5 tonnes | CW11 | 702.70 |
| 57. Lifting capacity over 5 tonnes | CW11 | 706.60 |
| 58. Carrying capacity up to and including 35 tonnes | CW11 | 712.80 |
| 59. Carrying capacity over 35 tonnes | CW11 | 725.00 |
| 60. Operator service vehicle - 3 to 10 tonnes | CW12 | 705.30 |
| 61. Operator service vehicle - over 10 tonnes | CW12 | 711.20 |

NOTE: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments., excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

- (2) *Leading Hands* - An employee appointed by the employer as a leading hand shall be paid an additional amount of \$30.10 per week. Such amount shall be taken into account for all purposes of the Award.
- (3) *Juniors* - An unapprenticed junior under the age of 18 years shall be paid at 65% of the appropriate adult rate for the work performed, calculated to the nearest 10 cents.

SCHEDULE 2 - NORTH AUSTRALIAN CEMENT LIMITED

Schedule 2

North Australian Cement Limited

The weekly wage rates payable include the Northern Parity payment of \$1.05.

Column A represents the amount included in the wages prescribed and is inclusive of and incorporates above Award payments and weekly gratuities which were payable prior to 21st September 1980. Also included is the Christmas Gratuity which for the purpose of this Schedule is taken to be an amount of \$13.60 per week.

(1) *Adults -*

| Classification | Wage Group | Column A \$ | Award Rate Per Week \$ |
|---|------------|----------------|------------------------------|
| CEMENT SECTION | | | |
| 1. Burner - In charge of 1 kiln | CW11 | 50.80 | 677.75 |
| 2. Burner - In charge of 2 kilns | CW11 | 51.30 | 690.75 |
| 3. Burners Assistant | CW13 | 50.20 | 657.55 |
| 4. Wash Mill/Hammer Mill Operator | CW13 | 50.30 | 659.75 |
| 5. Cement/Raw Miller | CW13 | 50.50 | 664.75 |
| 6. Bag checker | CW13 | 50.50 | 663.75 |
| 7. Loader | CW13 | 50.30 | 659.15 |
| 8. Bag Machine Operator | CW13 | 50.50 | 663.75 |
| 9. Bulk Despatch Operator -Road/Rail | CW12 | 50.80 | 671.05 |
| 10. Storeman | CW12 | 50.30 | 659.35 |
| 11. Garage Attendant | CW13 | 50.00 | 655.15 |
| 12. General Labourer | CW13 | 49.70 | 651.35 |
| 13. Employee not elsewhere classified | CW13 | 49.70 | 651.35 |
| 14. Employees with less than 3 months experience | CW14 | 49.70 | 646.35 |
| LABORATORY SECTION | | | |
| Process Assistant Tester - | | | |
| 15. First year | CW12 | 51.00 | 676.85 |
| 16. Thereafter | CW12 | 51.30 | 685.55 |
| Process Tester/Laboratory Assistant - | | | |
| 17. First year | CW12 | 51.50 | 688.25 |
| 18. Thereafter | CW12 | 52.00 | 698.95 |
| CEMENT SECTION | | | |
| Physical Tester - | | | |
| 19. First year | CW12 | 51.90 | 693.15 |
| 20. Thereafter | CW11 | 52.30 | 704.95 |
| Analyst - | | | |
| 21. First year | CW10 | 53.30 | 723.50 |
| 22. Thereafter | CW10 | 53.70 | 731.85 |
| QUARRY SECTION | | | |
| 23. Powder Monkey | CW12 | 51.30 | 684.35 |
| 24. Crusher Operator | CW12 | 50.80 | 670.45 |
| 25. Operator - 10cm - 14cm track mounted independent rotation drill | CW12 | 51.30 | 684.85 |
| 26. Operator - down hole hammer drill | CW12 | 51.30 | 684.85 |
| 27. Employee not elsewhere classified | CW13 | 50.20 | 658.05 |
| 28. Employees with less than 3 months experience | CW14 | 49.70 | 652.55 |
| ALL SECTIONS | | | |
| 29. Operator forklift | CW13 | 50.70 | 682.35 |
| 30. Operator gantry crane | CW11 | 52.90 | 698.35 |
| Operator mobile plant - | | | |

| Classification | Wage Group | Column A \$ | Award Rate Per Week \$ |
|---|------------|-------------|------------------------|
| 31. Bucket capacity over 0.765 cubic metres and up and including 2.3 cubic metres | CW11 | 53.10 | 696.75 |
| 32. Bucket capacity over 2.3 cubic metres | CW11 | 53.10 | 715.55 |
| 33. Lifting capacity to and including 5 tonnes | CW11 | 52.90 | 698.25 |
| 34. Operator Dump Truck carrying capacity up to and including 35 tonnes | CW11 | 53.90 | 727.45 |
| 35. Operator Dump Truck carrying capacity over 35 tonnes | CW11 | 53.90 | 735.95 |
| 36. Operator service vehicle | CW12 | 50.70 | 706.75 |
| 37. Maintenance Assistant | CW13 | 50.40 | 671.15 |
| 38. Utility Driver | CW13 | 52.00 | 694.75 |
| 39. Truck Driver - 10 tonne capacity | CW12 | 52.70 | 706.20 |
| 40. Truck Driver - 12 tonne capacity | CW12 | 52.80 | 708.75 |

Note: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments., excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

- (2) *Leading Hands* - Employees appointed to the position of Leading Hand shall be paid the following additional rates:
- (i) In charge of not more than 10 employees - \$30.10.
 - (ii) When in charge of more than ten employees and not more than twenty employees - \$46.10.
 - (iii) When in charge of more than twenty employees - \$58.20:

Provided that should any employee be required to act in the capacity of leading hand on a temporary basis because of the absence of an appointed leading hand, the shall be paid all the wage rate applicable to the appointed leading hand and the leading hand allowance as prescribed for the period so acting in that capacity with a minimum payment of 8 hours on any one day, provided further that any employee required to act in the capacity of leading hand in accordance with the above paragraph shall not be reduced in wage rate because of this provision:

Provided further that should any employee be appointed as a leading hand in a temporary capacity for a specific job, the employee shall be paid the employee's ordinary weekly wage and receive the leading hand allowance in accordance with the scale as set out above for the period the employee has been so appointed, with a minimum payment of 8 hours on any one day.

- (3) *Juniors* - An unapprenticed junior under the age of 18 years shall be paid at 65% of the appropriate adult rate for the work performed, calculated to the nearest ten cents.

SCHEDULE 3 - QUEENSLAND CEMENT LIMITED - CENTRAL QUEENSLAND CEMENT PTY. LTD.

- (1) *Classification Structure* -

The classification structure is a competency based system with a core of generic skills and each employee to whom this Award applies shall be so covered, noting the following:

Complementing the generic structure are designated work streams - production, mining, laboratory and clerical.

The work streams identify the principle line of skills held or being pursued by the employee. The streams do not confer job ownership or in any way delineate or demarcate any task or work to a particular stream or classification.

Each employee shall be classified into a skill level which matches the employee's acquired knowledge, training, skills

and competence relevant to the particular work stream and to the generic work classifications.

(2) *Generic Levels -*

5 levels, each representing a different degree of skill and responsibility apply as follows:

Level 1 - 1st Level Worker -

The employee undertakes work of a basic nature, typically performing routine tasks which can be performed with on-the-job training and practical work experience. Work involves following laid-down procedures or from detailed day-to-day instructions from a Supervisor or Co-ordinator.

Little decision making is required as work is of a routine nature and the person is usually closely supervised. Minor problems are resolved through the application of standard procedures and instruction usually by reference to a Supervisor or Co-ordinator. Operation of some basic plant and/or machinery may be required.

The position requires frequent communication with people within the work team but would require infrequent communication with people outside the work team.

Responsibility relates to routine matters in the performance of the person's own day-to-day activities, which is supervised on a frequent basis.

This is the entry level and as such the employee may be learning the fundamentals of the Company and plant procedures, and be undertaking induction training.

It would also cover an employee who has been employed in basic or semi- skilled work not related to the Company's operations.

Level 2- Intermediate Level Worker -

An employee at this level would:

Perform a range of skills under general supervision, or within a team environment requiring the application of established procedures. Technical or skills training are generally required for this level. Closer supervision may be required when carrying out complex tasks involving theoretical knowledge and practical skills.

Be required to resolve minor problems through the application of standard procedures without reference to a Supervisor or Co-ordinator, however, it would be rare that the employee would re-arrange the work routine or schedule without reference.

Be in contact and communicate with people predominantly within the work team but with some minor contact with people outside the work team.

Be required to accept responsibility for the work output and responsibility for completion of routine tasks under general supervision or within the team environment.

Level 3 - Skilled Worker -

An employee at this level will normally hold a recognised trade qualification, or have relevant training and/or experience to work at this level.

The employee would perform tasks of some complexity, involving the use of applied theoretical knowledge. The knowledge of basic techniques and practices are required to be adapted to suit varying tasks.

The employee would normally be expected to make decisions on day-to-day work, including the requirement to resolve basic work problems and make occasional changes to work routine/schedule. Interpretation of procedures and information would require exercising judgement and experience whilst more serious problems may be referred to a Supervisor/Co-ordinator.

Normally the employee would be expected to have contact with people within the work group or team and with other work groups to obtain and clarify information to resolve routine matters. Discretion in seeking co-operation or requesting information would be exercised. The employee may also be required to co-ordinate/run team meetings.

The employee would have significant individual responsibility being responsible for all aspects of work in completing day-to-day tasks, including from time to time the requirement to direct others although reference may be made to the Supervisor or Co-ordinator responsible for the work group or team.

Level 4 - Autonomous Skilled Worker -

An employee at this level would:

Perform complex tasks without supervision on work requiring considerable knowledge of work patterns and techniques which may be undocumented, introducing a degree of complexity in the application of more difficult procedures and tasks.

The employee would also make decisions on daily work priorities within approved work programs and guidelines where there is freedom to change and improve work routines. Supervisory skills are required capable of covering a minimum of 4 personnel. The person is usually required to resolve problems or use judgement where there are some elements of technical complexity.

Communication is required for the supervision/co-ordinating of personnel within a work group. Contact with other work groups and/or outside bodies is also required to assist in effective decision making.

or

Communication skills are required to participate in discussions required to problem solve complex administrative or technical matters.

The person would be responsible for supervising/co-ordinating a work group and may often be accountable for the results of that work group.

The person would be responsible for the accurate and timely completion of complex tasks.

Level 5 - Advance Technical Level -

An employee at this level would:

Be required to be self directed in the performance of creative planning and design tasks and tasks involving an independent use of a high degree of technical or applied knowledge. A thorough knowledge of work patterns, administration policies and/or technical practices would be required. Formal qualifications would generally be required at this level.

In addition to day to day decision making, complex information would be interpreted for development of improved methods and procedures. Conceptual thinking and detailed recommendations would often be prepared.

Be required to exercise communication skills during participation in discussions and in the presentation of recommendations both verbal and written. This may involve other work team and/or external bodies.

Be accountable for the results of a work team or teams and be responsible for completing tasks requiring specialist technical skills.

(3) *Pay Structure -*

The pay structure is based upon a points system from 2 sources which when added together give a points total which determines the pay level:

- Generic levels
- Individual's skills points

(a) *Generic Levels*

Each employee will be assigned to one of the generic levels for which points will accumulate as follows:

Level 5 - 250 points
Level 4 - 200 points
Level 3 - 150 points
Level 2 - 100 points
Level 1 - 50 points

(b) *Individual's Skill Points*

In addition, individual skills points will be added to the above to determine the pay level. Only persons who are recognised as competent to the agreed standards set will accumulate points for the recognised skill.

A schedule of competency standards with skill points has been agreed by the parties to this schedule and will be used to determine an employee's skill points.

It is recognised that future major change to the operation may require revision of the points allocated to particular skills and for this purpose certain benchmark skills and the points allocated to them have been recognised. These are:

kiln burning
mill operating
general labouring

In determining these points to be allocated to particular skills, recognition will be given to these benchmarks.

(c) *Schedule of Pay Levels*

| Generic Level Points | Individual Skill Points | Points | Pay Levels | Award Rate Per Week |
|-------------------------|----------------------------|-----------|------------|---------------------|
| | | | | \$ |
| 5-250 | I F | 401-500 | 8 | 799.90 |
| 4-200 | N R | 351-400 | 7 | 776.90 |
| 3-150 | + D O | = 301-350 | 6 | 753.90 |
| 2-100 | I M | 251-300 | 5 | 733.90 |
| 1-50 | V | 201-250 | 4 | 713.90 |
| | I S | 151-200 | 3 | 693.90 |
| | D K | 101-150 | 2 | 671.90 |
| | U I | 50-100 | 1 | 651.90 |
| | A L | | | |
| | L L | | | |
| | S | | | |
| | S | | | |
| | K S | | | |
| | I T | | | |
| | L R | | | |
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| | C | | | |
| | P T | | | |
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| | E | | | |

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

(d) *Disability Allowance*

In addition to the rates of pay above, a disability allowance to compensate employees for all disabilities associated with working in or in connection with the Cement Industry will be paid as follows:

| | Per Week |
|---|----------|
| | \$ |
| Employees engaged predominantly in clerical functions | 8.30 |
| Other employees | 34.00 |

(4) *Scope -*

Accumulation of points will be automatic to and including pay level 3, i.e. an employee will be recognised for all skills for which competency tests have been successfully passed to this level. Beyond this level, skills will only be recognised if they are held by the employee and there is a requirement for them to be used for the work to be performed.

(5) *Skills Training System -*

The QCL Group of Companies is committed to establishing and administering a Training system to measure and improve the skills of its people. All people will be eligible to participate in this system to improve their personal skill levels, and by doing so earn points, move to higher levels and access to additional remuneration.

Training will be self-paced and provided on or off the job and will be in line with the Training Mix for each work team. Training requested outside that teams agreed Training Mix will be encouraged in line with a Career Path philosophy but will not take precedence over required team training. Training may be required to be interrupted to meet the requirements of the business.

Trainees will not be released to operate those sections of the plant until their performance is deemed competent in accordance with agreed assessment procedures.

A Consultative Training Group will be established at each site to install and operate the training system. The training shall be competency-based and provide recognition of prior skills. This system will provide career pathing and multi-skilling for individuals.

(6) *Assessment of Competency -*

In all job/tasks, safe performance of the work is of paramount importance.

The following 3 points should determine who will undertake a particular job.

- Is it safe?
- Is it logical?
- Is it legal?

For the purpose of the classification/pay structure, 2 categories of persons may perform a particular task.

(a) *Safe to Operate -*

This will cover employees who are able to safely perform the task but have not passed an assessment to the recognised standard. It will also cover persons in training. No additional points will be given to people in this category.

(b) *Competent to Operate -*

To be recognised as competent, the employee will have been assessed as meeting the appropriate training requirements. It is at this stage, credit of competency points will be given and the pay rate adjusted if appropriate.

(7) *Trials and Changes -*

As part of an ongoing process by the parties to assist in effecting real gains in productivity, efficiency and flexibility, the following measures have been accepted by the parties as appropriate for implementation and/or trialling in accordance with the award and this schedule. (Where any inconsistency may occur, the terms of this schedule shall take precedence).

the assumption of a wider range of duties by employees;

the elimination of demarcation of work such that any employee may undertake any task provided it is logical, legal and safe for the employees to do so;

the introduction of annualised salaries with attendant conditions of employment which may include:

incorporation of a range of payments such as overtime, call in payments, allowances, penalty payments, shift and holiday loadings, sick leave etc.;

changes in the methods and system by which the work is undertaken;

a reduction in staffing levels at each plant; and

the introduction of participative work team philosophies and practices allowing employees to assume greater responsibility and accountability in the workplace.

This list is not exhaustive and the parties undertake to consider and discuss other changes which, if appropriate, will be trialled and/or implemented under terms agreed between them.

Dated 13 March 2003.

By the Commission,
[L.S.] E. EWALD,
Industrial Registrar.

Operative Date: 12 May 2003