AUSTRALIAN WORKERS UNION ROAD MAINTENANCE, MARKING AND TRAFFIC MANAGEMENT AWARD 2002 - THE

1. - AWARD STRUCTURE

1.1 - TITLE

This Award shall be known as "The Australian Workers Union Road Maintenance, Marking and Traffic Management Award 2002"

1.2 - ARRANGEMENT

1. AWARD STRUCTURE
1.1 TITLE
1.2 ARRANGEMENT
1.3 AREA & SCOPE
1.4 TERM
1.5 DEFINITIONS
1.6 PROHIBITION OF CONTRACTING OUT OF AWARD
2. CONTRACT OF EMPLOYMENT
2.1 CONTRACT OF SERVICE
2.2 REDUNDANCY
3. HOURS OF WORK
3.1 HOURS OF WORK – DAY EMPLOYEES
3.2 OVERTIME – DAY EMPLOYEES
3.3 CALL OUT – DAY EMPLOYEES
3.4 SHIFT WORK
3.5 REST PERIOD
3.6 MEAL BREAKS
4. RATES OF PAY
4.1 MINIMUM ADULT AWARD WAGE
4.2 WAGES
4.3 CLASSIFICATION STRUCTURE
4.4 SUPPORTED WAGE
4.5 PAYMENT OF WAGES
5. ALLOWANCES AND FACILITIES
5.1 LEADING HAND ALLOWANCE
5.2 INDUSTRY ALLOWANCE
5.3 SPECIAL RATES & PROVISIONS
5.4 REIMBURSEMENT OF EXPENSES
5.5 HIGHER DUTIES ALLOWANCE
5.6 CAMP STANDARDS
5.7 AMENITIES
5.8 MEAL MONEY
5.9 TRAVELLING ALLOWANCE
5.10 DISTANT WORK
5.11 FIRST AID ALLOWANCE
5.12 PROTECTIVE CLOTHING
5.13 CAR ALLOWANCE
5.14 LOCATION ALLOWANCES
5.15 CLOTHING AND SPECTACLES
5.16 INCLEMENT WEATHER
6. LEAVE
6.1 ANNUAL LEAVE

6.2 SICK LEAVE
6.3 CARER'S LEAVE
6.4 PUBLIC HOLIDAYS
6.5 BEREAVEMENT LEAVE
6.6 PARENTAL LEAVE
6.7 LONG SERVICE LEAVE
6.8 JURY SERVICE
6.9 INDUSTRIAL TRAINING LEAVE
7. DISPUTE RESOLUTION PROCEDURE
7.1 DISPUTE RESOLUTION PROCEDURE
8. SAFETY AND TRAINING
8.1 PROTECTIVE EQUIPMENT
8.2 FIRST AID KIT
9 REGISTERED ORGANISATION MATTERSS
9.1 RIGHT OF ENTRY TO INVESTIGATE BREACHES
9.2 RIGHT OF ENTRY FOR DISCUSSIONS WITH EMPLOYEES
9.3 POSTING OF AWARD
10. KEEPING OF RECORDS
10.1 TIME & WAGES RECORD
10.2 INSPECTION OF RECORDS
11. SUPERANNUATION
11.1 SUPERANNUATION
12 ENTERPRISE BARGAINING
12.1 ENTERPRISE BARGAINING
12.2 LIBERTY TO APPLY
13 OTHER LAWS AFFECTING EMPLOYMENT
13.1 INDUSTRIAL RELATIONS ACT 1979
13.2 MINIMUM CONDITIONS OF EMPLOYMENT ACT 1979
13.3 WORKPLACE RELATIONS ACT 1996
13.4 SUPERANNUATION GUARANTEE (ADMINISTRATION) ACT 1992
13.5 OCCUPATIONAL SAFETY AND HEALTH ACT 1984
13.6 EQUAL OPPORTUNITY ACT 1984
14. MAJOR CONSTRUCTION PROJECTS
14.1 RATES AND CONDITIONS
15. WHERE TO GO FOR FURTHER INFORMATION
16. NAMED PARTIES
16.1 UNION PARTY TO THE AWARD
16.2 EMPLOYER PARTIES TO THE AWARD

1.3 - AREA & SCOPE

This Award applies to:

1.3.1 Employees in the State of Western Australia employed in any of the classifications in Clause 4.3 – Classification Structure in or connected with the industries or callings, listed below, and who are engaged on traffic management duties for more than 50% of their time at work:

Roads, freeways, causeways, aerodromes, drains, dams, weirs, bridges, overpasses, underpasses, channels, waterworks, pipe tracks, tunnels, water and sewerage works, conduits, and all concrete work and preparation incidental thereto.

1.3.2 Employers of those employees.

1.4 - TERM

This award shall operate from the first pay period commencing on or after 6 December 2004 and shall remain in force for a period of six months.

1.5 - DEFINITIONS

"Commission" means Western Australian Industrial Relations Commission.

"C+Bus" means Construction & Building Industry Super Fund.

"Leading Hand" means an employee who is required to supervise or direct or be in charge of another employee or employees.

"RDO" means rostered day off.

"Traffic management duties" means any of the classifications in Clause 4.3.

"Union" means Australian Workers Union, West Australian Branch, Industrial Union of Workers.

1.6 - PROHIBITION OF CONTRACTING OUT OF AWARD

All employees covered by the terms of this Award shall be paid not less than the wages prescribed by this Award and shall work in accordance with provisions not less advantageous to them than the provisions of this Award, notwithstanding anything that may be determined to the contrary by the employer, or by the employer in agreement with the employee.

2. - CONTRACT OF EMPLOYMENT

2.1 - CONTRACT OF SERVICE

2.1.1 A contract of service to which this award applies may be terminated in accordance with the provisions of this Clause but not otherwise.

2.1.2 Nothing in this Clause prevents any party to the contract giving a greater period of notice than is prescribed by this Clause or any party at any time giving notice in accordance with this Clause.

2.1.3 Nothing in this Clause affects an employer's right to dismiss an employee without notice for serious misconduct in which case wages shall be paid for the time worked up to the time of dismissal only.

2.1.4 A party to the contract of service may on any day give to the other party the appropriate period of notice of termination and where such notice is given at or before the commencement of the ordinary hours of duty of any day that day shall be included in the period of notice.

2.1.4.1 The contract of service terminates when the period of notice expires.

2.1.4.2 In lieu of giving the period of notice the contract shall be terminable by the payment or forfeiture, as the case may be, of ordinary wages for the period of notice which should have been given.

2.1.5 In the case of forfeiture by an employee, the employee shall forfeit entitlement to any monies owing to them under this award except to the extent that such monies exceed the employee's ordinary wages for the period of notice which should have been given.

2.1.6 Where an employee leaves the employment without giving or completing the period of notice under the contract the employee shall be deemed to have been terminated at the time at which the employee was last ready, willing and available for work during ordinary working hours under the contract and the provisions of 2.1.4 shall be deemed to have been complied with if the employee pays to the employer whether by forfeiture or otherwise, an amount equivalent to the ordinary wages for the period of notice which should have been given.

2.1.7 The period of notice referred to in this Clause is:

2.1.7.1 In the case of a casual employee, one hour;

2.1.7.2 An employee (other than a casual employee)

2.1.7.2.1 Period of Continuous Services Period of Notice

Not more than 1 year At least 1 week

More than 1 year but not more than 3 years At least 2 weeks

More than 3 years but not more than 5 years At least 3 weeks

5 years and over At least 4 weeks

2.1.7.2.2 An employee who at the time of being given notice is over 45 years of age and who at the date of termination has completed two years' continuous service with the employer shall be entitled to one week's notice in addition to the notice prescribed in 2.1.7.2.1.

2.1.7.3 In the case of an employee who has been engaged for the major and substantial portion of their time on construction work and who has completed one month's service, the employer, in lieu of giving the period of notice of termination shall give notice to the employee on the day the contract of service is to end and pay the employee one week's ordinary wages.

2.1.7.4 Provided that where an employee having been offered and refused employment at another site with the same employer subsequently, within a fortnight of such refusal, applies to that employer for employment and is engaged to work at that other site, the one week's wages paid to the employee under this subparagraph shall be credited towards payment of any monies due in the employee's new employment.

2.1.8 Prior to engagement, an employee shall be notified by the employer or by the employer's representative whether the duration of their employment is expected to exceed one month and, if hired as a casual employee, they shall be advised:

2.1.8.1 The employment is casual; and

2.1.8.2 There is no entitlement to paid leave (except bereavement leave).

2.1.9 The employer shall be under no obligation to pay for any day not worked upon which the employee is required to be present for duty, except when such absence from work is due to illness and comes within the provisions of Clause 6.2 - Sick Leave or such absence is on account of paid leave to which the employee is entitled under the provisions of this award.

2.1.10 The employer is ent it led to deduct payment for any day upon which an employee (including an apprentice) cannot be usefully employed because of a strike by the industrial union of employee's party to this award or by any other association or union.

2.1.11 The provisions of 2.1.10 also apply where an employee cannot be usefully employed through any cause which the employer could not reasonably have prevented but only if, and to the extent that, the employer and the Union so agree, or, in the event of disagreement, the Commission so determines.

2.1.12 Where the stoppage of work has resulted from a breakdown of the employer's machinery the Commission, in determining a dispute under 2.1.11, shall have regard for the duration of the stoppage and the endeavours made by the employer to repair the breakdown.

2.2 - REDUNDANCY

2.2.1 Definition

"Redundancy" means a situation where an employee ceases to be employed by an employer, other than for reason of misconduct. "Redundant" has a corresponding meaning.

2.2.2 Redundancy Pay

A redundant employee shall receive redundancy/severance payments, calculated as follows, in respect of all continuous service (as defined in 2.2.4) with their employer:

Period of Continuous Service with Employer	Redundancy/Severance Pay
One year or more but less than two years	2.4 weeks pay plus, for all service in excess of one year, 1.75 hours pay per completed week of service up to a maximum of 4.8 weeks pay
Two years or more but less than three years	4.8 weeks pay plus, for all service in excess of two years, 1.6 hours pay per completed week of service up to a maximum of 7.0 weeks pay
Three years or more but less than four years	7.0 weeks pay plus, for all service in excess of three years, 0.73 hours pay per completed week of service up to a maximum of 8.0 weeks pay
Four years or more	8.0 weeks pay

Provided that an employee employed for less than 12 months shall be entitled to a redundancy/severance payment of 1.75 hours per week of service if, and only if, redundancy is occasioned otherwise than by the employee.

2.2.3 "Week's Pay" means the ordinary time rate of pay at the time of termination for the employee concerned.

2.2.4 "Continuous period of service" shall mean the period of continuous service of an employee w it h the same employer.

2.2.5 If an employee dies with a period of eligible service which would have entitled that employee to redundancy pay, such redundancy pay entitlement shall be paid to the estate of the employee.

2.2.6 Any period of service as a casual shall not entitle an employee employed to accrue service in accordance with this clause.

2.2.7 Service as an apprentice will entitle an employee to accumulate credits towards the payment of a redundancy benefit in accordance with this clause if the employee completes an apprenticeship and remains in employment with that employer for a further 12 months.

2.2.8 An employer bound by this Award may utilise a fund to meet all or some of the liabilities created by this clause. Where an employer utilises such a fund:

2.2.8.1 Payments made by a fund designed to meet an employer's liabilities under this clause, to employees eligible for redundancy/severance pay shall be set off against the liability of the employer under this clause, and the employee shall receive the fund payment or the award benefit, whichever is the greater but not both; or

2.2.8.2 Where a fund, which has been established pursuant to an agreement between the Union and employers, does not make payments in accordance with this clause, contributions made by an employer on behalf of an employee to the fund shall, to the extent of those contributions, be set off against the liability of the employer under this clause, and payments to the employee shall be made in accordance with the rules of the fund or any agreement relating thereto and the employee shall receive the fund payment or the award benefit, whichever is the greater, but not both.

2.2.9 Employee Leaving During Notice

An employee whose employment is to be terminated in accordance with this clause may terminate their employment during the period of notice and if this occurs, shall be entitled to the provision of this clause as if the employee remains with the employer until expiry of such notice. Provided that in such circumstances, the employee shall not be entitled to payment in lieu of notice.

2.2.10 Transmission of Business

2.2.10.1 Where a business is, before or after the date of this award, transmitted from an employer (in this subclause called "the transmitter") to another employer (in this subclause called "the transmittee") and an employee who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transmittee:

2.2.10.1.1 The continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission;

2.2.10.1.2 The period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.

2.2.10.2 In this subclause "business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or operation of law and "transmitted" has a corresponding meaning.

2.2.11 Leave for Job Interview

2.2.11.1 During the period of notice of termination given by the employer, an employee is entitled to paid leave of up to eight hours during each week of notice for the purpose of seeking further employment. The eight hours need not be consecutive.

2.2.11.2 If an employee has been allowed paid leave for more than eight hours 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 they shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

3. - HOURS OF WORK

3.1 - HOURS OF WORK – DAY EMPLOYEES

3.1.1 Ordinary Hours

Subject to the provisions of this clause, the ordinary hours of work for day employees shall be 38 per week and shall be worked between 7.00 a.m. and 6.00 p.m. Monday to Friday inclusive.

3.1.2 Rostered Day Off

The ordinary hours shall be worked within a four week cycle of nineteen working days each of eight hours and one rostered day off. Twenty-four minutes of each day worked during a cycle shall accrue as an entitlement to take the fourth Monday as a rostered day off which shall be paid for as though worked.

3.1.3 Alternative RDO

By agreement in writing between an employer and the employees an alternative working day in the cycle may be substituted for the fourth Monday as the rostered day off, and where such agreement is

reached, all provisions of the award shall apply as if the substituted day were the prescribed fourth Monday.

3.1.4 Special Circumstances

Where special circumstances exist and where the Union and the employer agree that it is not practicable for the foregoing four week cycle to operate, agreement may be reached between the Union and the employer on such other method of arranging working hours so that the average ordinary hours worked in any one week do not exceed 38.

3.1.5 RDO Falling on Public Holiday

Where the fourth Monday or agreed rostered day off falls on a public holiday prescribed by the award, the next working day shall be taken in lieu of the rostered day off unless an alternative day in that four week cycle or the next is agreed in writing between the employer and employees.

3.1.6 Programming of RDO's

Before October each year the Union and employers will meet to programme the RDO's for the following year ensuring that they are aligned with the public holidays to the greatest extent practicable.

3.1.7 Banking of RDO's

By agreement between the employer and employee, up to five rostered days off may be accumulated by that employee in any one year (January to December) and taken later in the year in not more than two groups of days at a mutually agreed time or times.

Provided that by agreement between the employer and employee, up to six RDO's may be banked by that employee in any one year and taken later in the year at a mutually agreed time or times. Provided further, that the employer shall notify the Union Branch Secretary in writing of any such agreement and of any alterations thereto.

3.1.8 Paid Leave

Each day of paid leave taken and any public holiday occurring during any four week cycle shall be regarded as a day worked for accrual purposes.

3.1.9 Pro Rata Accrued Entitlements

An employee who has not worked or is not regarded by reason of 3.1.8 hereof as having worked a complete four week cycle shall receive pro rata accrued entitlements for each day worked or regarded as having been worked in that cycle. Such pro rata entitlements shall be payable for the rostered day off or, in the case of termination of employment, on such termination.

3.1.10 Work on a RDO

The rostered day off prescribed by this clause shall be taken as a paid day off. Provided that the day may be worked where that is required by the employer and such work is necessary to allow other employees to be employed productively or to carry out out-of-hours maintenance or because of unforeseen or emergency circumstances on a project. In such cases the employee shall, in addition to their accrued entitlements, be paid at overtime rates for all work performed on the rostered day off.

3.1.11 Early Start

Where it is agreed between the employer, the employees concerned and the Union, the working day may begin at 6.00 a.m. or at any other time between 6.00 a.m. and 7.00 a.m., and the ordinary hours shall then begin to run from the time so agreed, with a consequential adjustment to the meal cessation period.
Provided that by agreement between the employer, the employees concerned and the Union, the working day may begin at 5.00 a.m. during the period of 1 October to 31 March.

3.1.12 Work Up Time

Where special circumstances exist and a majority of employees desire to work more than eight ordinary hours on any day for the purpose of having a shorter working week, they may, subject to the consent of the employer and the consent of the Union, be permitted to do so without payment of overtime rates, provided the longer hours so worked do not exceed two on any one day and the total ordinary hours do not exceed 38 in any week. All such ordinary hours worked in excess of eight per day shall be aggregated for the purposes of the accrued entitlements prescribed by 3.1.2.

3.2 - OVERTIME – DAY EMPLOYEES

3.2.1 Overtime Rate

Except as otherwise provided in this clause, all time worked by a day employee in excess of or outside the ordinary hours of work (inclusive of time worked for accrual purposes) shall be paid for at one and a half times the ordinary prescribed rate for the first two hours, and at double the ordinary prescribed rate for all time thereafter.

3.2.2 Computation of Overtime

For the purpose of computing overtime under this clause:

3.2.2.1 Each day's work shall stand alone;

3.2.2.2 "Day" shall mean all the time between the normal commencing time of one day and the normal commencing time of the next succeeding day;

3.2.2.3 "Saturday" shall mean all the time between midnight Friday and midnight Saturday;

3.2.2.4 "Sunday" shall mean all the time between midnight Saturday and midnight Sunday.

3.2.3 Saturday Work

3.2.3.1 Overtime worked prior to 12 noon on a Saturday shall be paid for at the rate of time and one half for the first two hours and double time thereafter.

3.2.3.2 All overtime worked after 12 noon on Saturday shall be paid for at the rate of double time.

3.2.3.3 All work performed on the Saturday following Good Friday shall be paid for at the rate of double time and a half.

3.2.3.4 An employee required to work prearranged overtime on a Saturday shall be afforded at least three hours work or shall be paid for three hours at the appropriate rate.

3.2.4 Sunday Work

3.2.4.1 All time worked on a Sunday shall be paid for at the rate of double time.

3.2.4.2 An employee required to work prearranged overtime on a Sunday shall be afforded at least four hours work or shall be paid for four hours at the rate of double time.

3.2.5 Transport after Overtime

When a day employee, after having worked overtime, finishes work at a time when reasonable means of transport are not available, the employer shall provide them with conveyance to their usual place of residence or to the nearest appropriate public transport.

3.3 - CALL OUT – DAY EMPLOYEES

3.3.1 Mondays to Fridays

An employee called out to work after the expiration of their customary working time and after they have left work for the day on Monday to Friday shall be paid for a minimum of four hours work calculated at one and a half times the ordinary prescribed rate for each time they are so called out. Provided that the employee, if required to work for two hours or more, shall be paid for a minimum of four hours work calculated at one and a half times the ordinary prescribed rate for the first two hours and at double the ordinary prescribed rate thereafter.

3.3.2 Saturdays

An employee called out to work on a Saturday shall be paid for a minimum of three hours work calculated at one and a half times the ordinary prescribed rate for each time they are so called out. Provided that the employee if required to work for two hours or more, shall be paid for a minimum of three hours work calculated at one and a half times the ordinary prescribed rate for the first two hours and at double the ordinary prescribed rate thereafter.

3.3.3 Sundays

An employee called out to work on a Sunday shall, for the first call out, be paid for a minimum of three hours work at the rate of double time; and for each subsequent call out shall be paid at the rate of double time for the actual time worked.

3.3.4 Public Holidays

An employee called out to work on a public holiday shall, for the first call out, be paid for a minimum of three hours work at the rate of double time and a half; and for each subsequent call out shall be paid at the rate of double time and a half for the actual time worked.

3.4 - SHIFT WORK

3.4.1 Definitions

3.4.1.1 For the purposes of this award:

"Shift work" means any system of work in which operations are being continued by the employment of a group of employees upon work on which another group had been engaged prior thereto.

"Day shift" means any shift starting on or after 6.00 a.m. and before 10.00 a.m.

"Afternoon shift" means any shift starting at or after 10.00 a.m. and before 8.00 p.m.

"Night shift" means any shift starting at or after 8.00 p.m. and before 6.00 a.m.

"Rostered shift" means a shift of which the employee concerned has had at least 48 hours notice.

3.4.2 Roster

3.4.2.1 Shifts shall be worked according to a roster which shall:

3.4.2.2 Provide for rotation of shifts unless all the employees concerned agree otherwise;

3.4.2.3 Provide for not more than eight shifts to be worked in any nine consecutive days;

3.4.2.4 Specify the commencing and finishing times of each shift.

3.4.3 Ordinary Hours

3.4.3.1 The ordinary hours of work for shift employees shall not exceed an average of 38 per week over a cycle of two, three or four weeks.

3.4.3.2 A shift shall consist of not more than eight consecutive hours inclusive of a crib time of 30 minutes which shall be counted as time worked.

3.4.4 Rostered Off Shift

Twenty-four (24) minutes of each eight hour shift worked during a shift cycle shall accrue as an entitlement to take a rostered off shift after each 19 shifts worked. The rostered off shift shall be paid for as though worked.

3.4.5 Paid Leave

Each day of paid leave taken and any public holiday occurring during any shift cycle shall be regarded as a shift worked for accrual purposes.

3.4.6 Pro Rata Accrued Ent it lements

A shift employee who has not worked or is not regarded by reason of 3.4.5 as having worked a complete shift cycle shall receive pro rata accrued entitlements for each shift worked or regarded as having been worked in that cycle. Such pro rata entitlements shall be payable for the rostered off shift or, in the case of termination of employment, on such termination.

3.4.7 Taking Of Rostered Off Shifts

The employer and employees concerned shall agree in writing upon arrangements for the taking of rostered off shifts or for their accumulation. Such accumulation shall be limited to not more than five shifts before they are taken as rostered off shifts. When rostered off shifts are taken they shall be regarded as shifts worked for accrual purposes in the particular shift cycle in which they are taken.

3.4.8 Work on a Rostered Off Shift

The rostered off shift prescribed by this clause shall be taken as a paid shift off. Provided that where an employer for emergency reasons requires an employee to work on their rostered off shift the employee shall, in addition to their accrued entitlements, be paid at overtime rates for all work performed on the rostered off shift.

3.4.9 Overtime

All time worked by a shift employee in excess of or outside the ordinary hours (inclusive of time worked for accrual purposes), or on a shift other than a rostered shift, shall be paid for at the rate of double time. Provided that this shall not apply when the overtime is worked by arrangements between the employees themselves or for the purpose of effecting the customary rotation of shifts.

3.4.10 Shift Allowances

A shift employee whilst on afternoon or night shift other than on a Saturday, Sunday or holiday shall be paid for such shift 20% more than their ordinary rate.

3.4.11 Saturdays

Employees working shifts between midnight on Friday and midnight on Saturday shall be paid at the minimum rate of time and a half for ordinary hours of work inclusive of time worked for accrual purposes as prescribed in 3.4.4.

3.4.12 Sundays and Holidays

Subject to this clause the provisions of Clause 10.1 – Time & Wages Record of this award shall apply to shift employees. Where shifts commence between 11.00 p.m. and midnight on a Sunday or holiday, the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday. Where shifts fall partly on a Sunday or a holiday that shift the major portion of which falls on a Sunday or a holiday shall be regarded as the Sunday or holiday shift.

3.4.13 Five Successive Shifts

Shift employees who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights shall be paid at the rate of time and a half for all ordinary time occurring during such shift.

3.4.14 Permanent Night Shift

An employee who:

3.4.14.1 During a period of engagement on shift, works night shift only; or

3.4.14.2 Remains on a night shift for a longer period than four successive weeks; or

3.4.14.3 Works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least 1/3 of their working time off night shift in each cycle;

shall during such engagement, period or cycle be paid 30% more their ordinary rate for all time worked during ordinary working hours on such night shift.

3.4.15 Call Outs

A shift employee called out to work after the expiration of their customary working time and after they have left work for the shift, or is called out to work on a day on which they are rostered off, shall be paid for a minimum of three hours work calculated at double the ordinary prescribed rate for each time the employee is so called out. Provided that if called out on a public holiday payment shall be calculated at the rate prescribed in 3.3.4 of Clause 3.3 – Call Outs – Day Employees of this award.

3.4.16 Transport After Overtime, Etc.

When a shift employee, after having worked overtime or a shift for which they have not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer shall provide the shift employee with conveyance to their usual place of residence or to the nearest appropriate public transport.

3.5 - REST PERIOD

3.5.1 When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

3.5.2 An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day so that they have not had at least ten consecutive hours off duty between those times shall, subject to this clause, be released after completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instructions of their employer, such an employee resumes or continues work without having had such ten consecutive hours off duty they shall be paid at double rates until they are released from duty for such period and the employee shall then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

3.5.3 The provisions of this clause shall apply in the case of shift employees as if eight hours were substituted for ten hours when overtime is worked:

3.5.3.1 For the purpose of changing shift rosters; or

3.5.3.2 Where a shift employee does not report for duty and a day employee or shift employee is required to replace such shift employee; or

3.5.3.3 Where a shift is worked by arrangement between the employees themselves.

3.6 - MEAL BREAKS

3.6.1 Meal Breaks - Day Employees

On each day Monday to Friday there shall be a cessation of work of not less than 45 minutes duration between 12.00 noon and 1.00 p.m. for day employees to take a meal break. Provided that, by agreement between the employer and the employees and the Union, the meal break may be shortened to not less than 30 minutes with a consequential adjustment to the daily time of cessation of work.

3.6.2 Meal Breaks - Shift Employees

At no later than five hours after the commencement of each shift there shall be a cessation of work of 30 minutes duration to allow shift employees to take a meal break which shall be counted as time worked.

3.6.3 Delayed Meal Breaks

An employee who is required to defer a meal break prescribed by 3.6.1 and 3.6.2 shall, for the duration of such deferment, be paid at single time in addition to the appropriate rate.

3.6.4 Overtime Crib Breaks

3.6.4.1 An employee working overtime shall be allowed a crib time of twenty minutes without deduction of pay after each four hours of overtime worked if the employee continues work after such crib time.

3.6.4.2 Unless the period of overtime is less than one and a half hours an employee before starting overtime after working ordinary hours inclusive of time worked for accrual purposes in Clauses 3.2 – Overtime Day Employees and 3.3 - Call Outs – Day Employees of this award shall be allowed a meal break of twenty minutes which shall be paid for at ordinary rates.

3.6.4.3 An employer and employee may agree to any variation of these provisions to meet the circumstances of the work in hand provided that the employer shall not be required to make payment in respect of any time allowed in excess of twenty minutes.

3.6.5 Weekend Crib Breaks

3.6.5.1 An employee working overtime on a Saturday, or working on a Sunday, shall be allowed a paid crib time of twenty minutes after four hours work, to be paid for at the ordinary rate of pay but this provision shall not prevent any arrangements being made for the taking of a 30 minute meal period, the time in addition to the paid 20 minutes being without pay.

3.6.5.2 In the event of an employee being required to work in excess of a further four hours, such employee shall be allowed to take a paid crib time of 30 minutes which shall be paid at the ordinary rate of pay.

3.6.6 Tea Breaks

3.6.6.1 Two tea breaks of 7.5 minutes duration shall be allowed to employees without deduction of pay on each day or shift.

3.6.6.2 The times for taking such tea breaks shall be set by agreement between the employer and employees concerned.

3.6.7 Extension of Breaks

The duration of any break prescribed by this Clause may be extended by agreement between the employer and employees concerned. Provided that the employer shall not be required to pay for any such extension.

4. - RATES OF PAY

4.1 - MINIMUM ADULT AWARD WAGE

4.1.1 No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.

4.1.2 The minimum adult award wage for full-time employees aged 21 or more is $692.90 per week payable on and from the commencement of the first pay period on or after 1 July 2016.

4.1.3 The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case Decisions.

4.1.4 Unless otherwise provided in this clause adults employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by result shall not be paid less than pro rata the minimum adult award wage according to the hours worked.

4.1.5 Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award to the minimum adult award wage.

4.1.6 The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or Jobskill placements or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the Minimum Conditions of Employment Act 1993.

4.1.7 Liberty to apply is reserved in relation to any special category of employees not included here or otherwise in relation to the application of the minimum adult award wage.

4.1.8 Subject to this clause the minimum adult award wage shall –

4.1.8.1 Apply to all work in ordinary hours.

4.1.8.2 Apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award.

4.1.9 Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2016 State Wage order decision. Any increase arising from the insertion of the minimum wage will 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 above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

4.1.10 Adult Apprentices

4.1.10.1 Notwithstanding the provisions of this clause, an apprentice, 21 years of age or more, shall not be paid less than $593.90 per week on and from the commencement of the first pay period on or after 1 July 2016.

4.1.10.2 The rate paid in the paragraph above to an apprentice 21 years of age or more is payable on superannuation and during any period of paid leave prescribed by this award.

4.1.10.3 Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.

4.1.10.4 Nothing in this clause shall operate to reduce the rate of pay fixed by the award for an adult apprentice in force immediately prior to 5 June 2003.

4.2 - WAGES

4.2.1 Actual Weekly Rate

The actual weekly rate shall be calculated by multiplying the sum of the appropriate amounts prescribed in 4.2.2 and Clause 5.14 – Location Allowances by 52 over 50.4 (52/50.4) rounded to the nearest ten cents, and by adding to that subtotal the Special Allowance prescribed in 4.2.3. Other allowances to be included in the wage rate are under Part 5 – Allowances and Facilities of this Award.

4.2.2 The following shall be the minimum rate of wages payable to employees under this award on and from the commencement of the first pay period on or after 1 July 2016.

Classification	Weekly Rate $	Hourly Rate $
Trainee Traffic Controller – First 3 months probation	763.00	20.08
Traffic Controller	809.90	21.31
Traffic Controller Team Leader	833.30	21.93
Construction Employee Grade 2	766.80	20.18
Construction Employee Grade 3	779.10	20.50
Construction Employee Grade 4	795.50	20.93
Construction Employee Grade 5	808.50	21.28
Construction Employee Grade 6	814.20	21.43
Plant Operator Grade 1	774.10	20.37
Plant Operator Grade 2	802.80	21.13

4.2.3 Special Allowance

In addition to the base rate specified in 4.2.2 employees shall be paid for all purposes of the award a special allowance of $7.70 per week and such allowance shall not be altered as a consequence of wage indexation decisions.

4.2.4 Casual Employees

Casual employees shall be paid at the actual weekly rate plus 25% loading.

4.3 - CLASSIFICATION STRUCTURE

4.3.1 Trainee Traffic Controller

Reports to Traffic Controller or Team Leader

Duties and Responsibilities:

- To learn to direct and control traffic as per Australian Standard 1742.3.

  (as per Traffic Management for Works on Roads: Code of Practice – available on Main Roads Western Australia website at www.mainroads.wa.gov.au go to "Traffic"> "Roadworks").

- To perform other duties as required within skills, training and experience.

- Undergo a training and probationary period of three months.

Experience and Qualifications

To attend and pass:

4.3.1.1 A Traffic Controller Course.

4.3.1.2 A Road Work Safety and Signage Course.

4.3.2 Traffic Controller

Reports to Traffic Controller Team Leader

Duties and Responsibilities:

- To direct and control traffic as per Australian Standard 1742.3.

- (as per Traffic Management for Works on Roads: Code of Practice – available on Main Roads Western Australia website at www.mainroads.wa.gov.au go to "Traffic"> "Roadworks").

- To perform other duties as required within skills, training and experience.

Experience and Qualifications

A person who has attended and passed:

4.3.2.1 A Traffic Controller Course.

4.3.2.2 A Road Work Safety and Signage Course.

Promotional Criteria

Promotion to Traffic Controller Team Leader will depend on the employer requirements for Team Leaders based on the work on hand and individual project needs. Usually, but not always, each crew has Team Leader and once a Controller is appointed as (in-charge) Team Leader they keep the classification and the rate of pay.

4.3.3 Traffic Controller Team Leader

Reports to Supervisor

Duties and Responsibilities:

- To supervise and ensure employees in the crew are carrying out work as required.

- To liaise with client employer representatives on site and put Traffic Management in place as required.
- To make sure personnel are correctly attired.
- To provide relief to the crew as required.
- To perform other duties as required within their skill, experience and training.
- To be responsible for employer equipment.

Experience and Qualifications

A qualified Traffic Controller is an employee who has attended and passed:

4.3.3.1 A Traffic Controller Course.

4.3.3.2 A Road Work Safety and Signage Course.

4.3.3.3 Holds a current and valid Drivers License, loss of license may result in demotion to Traffic Controller.

4.3.4 Construction Employee Grade 2 includes the following classifications:

Bitumen Employee – an employee heating, preparing, cutting, carrying, laying, using on woodwork or handling asphalt, bitumen, tar or emulsion or material coated with any one thereof.

Chainperson

Concrete Cutting or Drilling Machine Operator

Concrete Floater – an employee engaged in concrete or cement work and using a wooden or rubber screeder or mechanical trowel or a wooden float or engaged in bagging off or broom finishing or patching.

Concrete Formwork Stripper

Concrete Gang Employee

Concrete Gun or Pump Operator

Crane Chaser/Crane Hand/Gantry Hand

Kerb and Gutter Layer

Pick or Shovel Person

Steel Erector

Tradesperson's Labourer

4.3.5 Construction Employee Grade 3 includes the following classifications:

Concrete Finisher – an employee, other than a Concrete Floater, engaged in the hand finishing of concrete or cement work not being a finish in marble, mosaic or terrazzo

Power Driven Portable Saw Operator

Scaffolder – an employee engaged in the work of erecting or altering or dismantling scaffolding of all types

Spotter

Steel Fixer (including Tack Welder)

Storeperson

Tool Sharpener – an employee who sharpens and repairs any tools or drills which are heated to be sharpened.

Wall Builder – an employee cutting and facing stone and placing stone in position and who is responsible for line and direction.

4.3.6 Construction Employee Grade 4 includes the following classifications:

Crane Driver's Assistant or Dogger

Drainer

Form Setter

Drilling Machine Operator – up to and including 155mm diameter

Paver (including segmental paving)

Pipe Layer (any kind of pipes)

Renderer in Pipes, Tunnels or Covered Drains – an employee who applies by hand a continuous coat of cement mortar to a brick, masonry or set concrete surface and finishes it to a true and smooth surface by means of a trowel or float

Rigger

4.3.7 Construction Employee Grade 5 includes the following classifications:

Drilling Machine Operator – over 155mm to 230mm diameter

4.3.8 Construction Employee Grade 6 includes the following classifications:

Drilling Machine Operator – over 230mm diameter

Tunnel Boring Machine Operator

Tunnel Excavating Machine Operator

4.3.9 Plant Operator Grade 1 includes the following classifications:

Bitumen Sprayer

Concrete Finisher, Powered

Concrete Spreader, Powered

Hand Sprayer, Lance Type

Vibrating Roller Operator (under 4 tonnes)

4.3.10 Plant Operator Grade 2 includes the following classifications:

Bitumen Sprayer – Driver

Concrete Paver

Roadmarker Operator

Roller Operator (8 tonnes and above)

Vibrating Roller Operator (4 tonnes and above)

4.3.11 Where an employee has the appropriate skills training and experience they maybe utilised:

4.3.11.1 across all classifications with no reduction in remuneration; and

4.3.11.2 to perform other duties as required within their skills, training and experience.

4.4 - SUPPORTED WAGE

4.4.1 This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Award. In the context of this clause, the following definitions will apply:

4.4.1.1 "Supported Wage System" means the Commonwealth Government system to promote employment for people who cannot work at full Award wages because of a disability as documented in "[Supported Wages System: Guidelines and Assessment Process]".

4.4.1.2 "Accredited Assessor" means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.

4.4.1.3 "Disability Support Pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.

4.4.1.4 "Assessment instrument" means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

4.4.2 Eligibility Criteria

Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension. (The clause does not apply to any existing employee who has a claim against the employer that is subject to the provisions of workers' compensation legislation or any provision of this Award relating to the rehabilitation of employees who are injured in the course of their current employment).

The clause also does not apply to employers in respect of their facility, programme, undertaking, services or the like which receives funding under the Disability Services Act 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s10 or s12A of the Act, or if a part has received recognition, that part.

4.4.3 Supported Wage Rates

Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Award for the class of work which the person is performing according to the following schedule:

Assessed Capacity (subclause 4.4.4)	% of Prescribed Award Rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(Provided that the minimum amount payable shall be not less than $60.00 per week).

* Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

4.4.4 Assessment of Capac it y

For the purpose of establishing the percentage of the Award rate to be paid to an employee under this Award, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

4.4.4.1 The employer and the union in consultation with the employee or, if desired by any of these; or

4.4.4.2 The employer and an accredited Assessor from a panel agreed by the parties to the Award and the employee.

4.4.5 Lodgement of Assessment Instrument

4.4.5.1 All assessment instruments under the conditions of this clause, including the appropriate percentage of the Award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Commission.

4.4.5.2 All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the Award, is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within 10 working days.

4.4.6 Review of Assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

4.4.7 Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other employees covered by this Award paid on a pro-rata basis.

4.4.8 Workplace Adjustment

An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other employees in the area.

4.4.9 Trial Period

4.4.9.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

4.4.9.2 During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

4.4.9.3 The minimum amount payable to the employee during the trial period shall be no less than such amount as is stipulated by statutory regulation from time to time.

4.4.9.4 Work trials should include induction or training as appropriate to the job being trialed.

4.4.9.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under 4.4.4 of this clause.

4.5 - PAYMENT OF WAGES

4.5.1 Employees shall be paid their wages in cash, or where agreement is reached between the employer and the employee, payment of wages may be made by cheque or electronic funds transfer.

4.5.2 Employees shall be paid their wages in working hours.

4.5.2.1 Wages shall be paid during ordinary working hours of work on Thursday of each week.

4.5.2.2 An employee kept waiting for his wages on payday after the cessation of work shall be paid at overtime rates calculated to the next quarter hour for all such time he is kept waiting.

4.5.2.3 In any week on which a holiday falls on a Thursday or Friday, wages shall be paid on the preceding Wednesday.

4.5.2.4 Nothing shall prevent any alternative mutual arrangement between an employer and an employee.

4.5.2.5 The employer shall not keep more than two days wages in hand.

4.5.3 Termination of Employment

An employee who lawfully leaves their employment or is dismissed for reasons other than misconduct shall be paid all monies due to them at the termination of their service with the employer.

When it is not practical for an employer to pay any monies due at the time of termination to an employee dismissed for misconduct the employer shall within two working days of the termination forward any such monies due by registered post to the employee at their last known address or such other address as may be nominated by the employee. Provided that if the money is not posted within that time than any time spent waiting beyond the two working days shall be paid for at ordinary rates, such payment to be at the rate of eight hours per day up to one week, at the expiry of which time the right to waiting time shall cease.

4.5.4 Wage Particulars

Particulars of details of payment to each employee shall be included on the envelope including the payment, or in a statement handed to the employee at the time payment is made and shall contain the following information:

4.5.4.1 Name.

4.5.4.2 Classification.

4.5.4.3 Date of payment.

4.5.4.4 Period covered by such payment.

4.5.4.5 The amount of wages paid for work at ordinary rates.

4.5.4.6 The number of hours paid at overtime rates and the amount paid therefore.

4.5.4.7 The amount of allowances or special rates paid and the nature thereof.

4.5.4.8 The gross amount of wages and allowances paid.

4.5.4.9 The amount of each deduction made and the nature thereof.

4.5.4.10 The net amount of wages and allowances paid.

4.5.4.11 Any annual holiday payments.

5. - ALLOWANCES AND FACILITIES

5.1 - LEADING HAND ALLOWANCE

A person specifically appointed to be a leading hand (as defined) shall be paid at the rate of the undermentioned amounts above the rates of the highest classification supervised, or their own rate, whichever is the highest in accordance with the number of persons in their charge:

		Rate Per Week $
5.1.1	In charge of not more than one person	13.00
5.1.2	In charge of two and not more than five persons	28.70
5.1.3	In charge of six and not more than ten persons	36.60
5.1.4	In charge of more than ten persons	48.80

5.2 - INDUSTRY ALLOWANCE

An employee engaged on any of the work covered by this award shall be paid an allowance of $20.40 a week to compensate for the following disabilities of the industry, namely, being subject to:

5.2.1 Climatic conditions when working in the open on all types of work or on a multi-storey construction prior to it being enclosed;

5.2.2 Dust blowing in the wind on construction sites;

5.2.3 Sloppy or muddy conditions associated with the initial stages of construction;

5.2.4 Dirty conditions caused by use of form oil or green timber;

5.2.5 Drippings from newly poured concrete;

5.2.6 The disability of working on all types of scaffold other than a single plank or a bosun’s chair; and

5.2.7 The lack of usual amenities associated with factory work.

5.3 - SPECIAL RATES & PROVISIONS

5.3.1 Carrying Fuels, Oils and Greases

An employee required by the employer to carry any fuels, oils and/or bulk greases in the employee's own vehicle for use in the employer's plant shall be paid $7.70 per day in addition to any amount payable elsewhere in this award for each day the employee is so required by the employer to carry such materials.

5.3.2 Confined Spaces

An employee required to work in a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation shall be paid an additional $0.57 per hour or part thereof.

5.3.3 Cutting Stone

An employee engaged at cutting stone, blocks or bricks by power saw shall be paid an additional $0.57 per hour or part thereof.

5.3.4 Fumes

An employee required to work in a place where fumes of sulphur or other acid or other offensive fumes are present shall be paid such rates as are agreed upon between the Union and the employer.

5.3.5 Height Allowance

5.3.5.1 An employee working on a bridge, chimney stack, spire, radio or television mast or tower, shaft, tower or similar structure, where the construction exceeds 15 meters in height shall be paid for all work above 15 meters $0.46 per hour, w it h $0.46 per hour additional for all work above each 15 meters.

5.3.5.2 Provided that height allowance shall not be payable to an employee working on a bridge deck after permanent installation of the bridge parapets has been completed.

5.3.5.3 An employee working on a structure (e.g. a water or sewerage treatment plant, pumping station, power house, smelter potroom, ore treatment plant, mineral processing plant, cement mill, or pulp mill) where the construction exceeds 15 meters in height shall be paid the allowance prescribed in 5.3.5.1.

5.3.6 Hot Bitumen Work

An employee handling hot bitumen or asphalt shall be paid $0.57 per hour extra.

5.3.7 Powdered Lime Dust

5.3.7.1 Employees exposed for any period greater than one hour in any shift to powdered lime dust from the spreading or mixing of powdered lime used in the stabilisation of road making material shall be supplied with the following protective clothing:

Overalls
Wide vision goggles
Respirator
Boots
Gloves

5.3.7.2 In addition, the employer shall maintain at or near the work site or other place where such lime is being used, adequate facilities to enable any employee whose skin is contaminated with lime either directly or through their ordinary clothing to wash the affected area. A supply of barrier cream and hand cleanser shall be provided for the use of any employee required to handle powdered lime.

5.3.7.3 Employees engaged in carrying out lime work shall be obliged to wear the protective clothing supplied by the employer.

5.3.7.4 Each employee exposed to powdered lime dust whilst engaged in spreading or mixing powdered lime shall, during the time they are so exposed, be paid $0.46 per hour in addition to all other rates payable in this award.

5.3.8 Sand Blasting

An employee required to use a sand blasting machine shall be paid an allowance of $0.57 per hour or part of an hour whilst so engaged.

5.3.9 Special Work

A driver operating a tractor fitted with a blade and using such blade in breaking trail in heavy sidling country shall be paid an additional allowance of 6 cents per hour for each day or part of a day when so occupied.

5.3.10 Toxic Substances

5.3.10.1 An employee required to use toxic substances shall be informed by the employer of the health hazards involved and instructed in the correct and necessary safeguards which must be observed in the use of such materials.

5.3.10.2 Employees using such materials will be provided with and shall use all safeguards as are required by this award and the appropriate government authority or in the absence of such requirement such safeguards as are defined by a competent authority or person chosen by the union and the employer.

5.3.10.3 Employees using toxic substances or materials of a like nature shall be paid $0.57 per hour or part thereof extra. Employees working in close proximity to employees so engaged shall be paid $0.46 per hour or part thereof extra.

5.3.10.4 For the purpose of this subclause toxic substances shall include epoxy based materials and all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.

5.3.11 Wet Work

Employees working in any place where water is continually dripping on the employee so that clothing and boots become wet, or where there is water underfoot, shall be paid $0.46 per hour whilst so engaged.

5.4 - REIMBURSEMENT OF EXPENSES

5.4.1 Qualification

An employee shall be entitled to the provisions of this clause when employed on a job or construction work at such a distance from their usual place of residence that they cannot reasonably return to that place each night, subject to the following conditions:

5.4.1.1 The employee is maintaining a separate place of residence to which it is not reasonable to expect them to return each night; and

5.4.1.2 The employee, on being requested by the employer, informs the employer, at the time of engagement, that they maintain a separate place of residence from the address recorded on the job application.

5.4.1.3 Subject to 5.4.2, an employee shall be regarded as bound by the statement of their address and no entitlement shall exist if they wilfully and without duress make a false statement in relation to the above.

5.4.2 Employee's Address

5.4.2.1 The employer shall obtain and the applicant shall provide the employer with a statement in writing of the employee's usual place of residence at the time the employee is engaged and no subsequent change of address shall entitle an employee to the provisions of this clause unless the employer agrees.

Provided that documentary proof of address such as a long service leave registration card or driver's license may be accepted by an employer as proof of the employee's usual place of residence on engagement in lieu of the statement in writing referred to in this paragraph.

5.4.2.2 The employee shall inform the employer in writing of any subsequent change in their usual place of residence.

5.4.2.3 The address of the employee's usual place of residence and not the place of engagement shall determine the application of this clause.

5.4.3 Ent it lement

Where an employee qualifies under 5.4.3.1 the employer shall either:

5.4.3.1 Provide the employee w it h reasonable board and lodging; or

5.4.3.2 Pay an allowance of $335.60 per week of seven days but such allowance shall not be wages. In the case of broken parts of the week occurring at the beginning or the ending of the employment on a distant job the allowance shall be $48.00 per day.

5.4.3.3 Provided that the foregoing allowances shall be increased if the employee satisfies the employer that he reasonably incurred a greater outlay than that prescribed. In the event of disagreement the matter may be referred to the Commission for determination; or

5.4.3.4 In circumstances prescribed in 5.4.7 provide camp accommodation and messing constructed and maintained in accordance with Clause 5.6 – Camp Standards of this award.

"Reasonable board and lodging" shall mean lodging in a well kept establishment with three adequate meals each day, adequate furnishings, good bedding, good floor coverings, good lighting and heating and with hot and cold running water, in a single room.

5.4.4 Travelling Expenses

An employee who is sent by the employer or selected or engaged by an employer or agent to go to a job which qualifies them to the provision of this Clause shall not be entitled to any of the allowances prescribed by Clause 5.9 – Travelling Allowance of this Award for the period occupied in travelling from their usual place of residence to the distant job, but in lieu thereof shall be paid:

5.4.4.1 Forward Journey

5.4.4.1.1 For the time spent in so travelling, at ordinary rates up to a maximum of eight hours per day for each day of travel (to be calculated as the time taken by rail or the usual travelling facilities).

5.4.4.1.2 For the amount of a fare on the most common method of public transport to the job (bus; economy air; second class rail with sleeping berths if necessary, which may require a first class rail fare), and any excess payment due to transporting the employee's gear if such is incurred.

5.4.4.1.3 For each meal incurred while travelling at the rate prescribed by Clause 5.8 - Meal Money of this Award. Provided that such rate shall be increased if the employee satisfies the employer that they reasonably incurred an expenditure greater than the rate prescribed by Clause 5.8 – Meal Money.

Provided that the employer may deduct the cost of the forward journey fare from an employee who terminates or discontinues their employment within two weeks of commencing on the job and who does not forthwith return to their place of engagement.

5.4.4.2 Return Journey

An employee shall, for the return journey, receive the same time, fares and meal payments as provided in 5.4.4.1.

Provided that the above return journey payments shall not be paid if the employee terminates or discontinues their employment within two months of commencing on the job or prior to the job completion if the work is for less than two months), or if they are dismissed for incompetence within one working week of commencing on the job, or is dismissed for misconduct.

5.4.4.3 Departure point

For the purposes of this clause, travelling time shall be calculated as the time taken for the journey from the central or regional rail, bus or air terminal nearest the employee's usual place of residence to the locality of the work.

5.4.5 Daily Fares Allowance

An employee engaged on a job which qualifies them to the provisions of this Clause and who is required to reside elsewhere than on the site (or adjacent to the site and supplied with transport) shall be paid the allowance prescribed by Clause 5.9 – Travelling Allowance of this award.

5.4.6 Weekend Return Home

5.4.6.1 An employee who works as required during the ordinary hours of work on the working day before and the working day after a weekend and who returns to their usual place of residence for the weekend and who notifies the employer or their representative, no later than Tuesday of each week, of the employee's intention to return to their usual place of residence at the weekend, shall be paid an allowance of $28.45 for each occasion.

5.4.6.2 Paragraph 5.4.6.1 shall not apply to an employee who is receiving the payment prescribed in 5.4.5 in lieu of board and lodging being provided by the employer or who is receiving a camping allowance as prescribed in 5.4.7.

5.4.6.3 When an employee returns to their usual place of residence for a weekend or part of a weekend and does not absent themselves from the job for any of the ordinary working hours, no reduction of the allowance prescribed in 5.4.6.2 shall be made.

5.4.7 Construction Camps

5.4.7.1 Camp Accommodation

Where an employee is engaged on the construction of projects which are located in areas where suitable board and lodging as defined in 5.4.3 is not available, or where the size of the workforce is in excess of the available accommodation or where continuous concrete pour requirements of the project or the working of shifts necessitate camp accommodation and where, because of these circumstances, it is necessary to house the employees in a camp, such camp shall be constructed and maintained in accordance with Clause 5.6 – Camp Standards of this Award.

5.4.7.2 Camping Allowance

An employee living in a construction camp where free messing is not provided shall receive a camping allowance of $135.00 for every complete week they are available for work. If required to be in a camp for less than a complete week they shall be paid $19.25 per day including any Saturday or Sunday if the employee is in camp and available for work on the working days immediately preceding and succeeding each Saturday and Sunday. If an employee is absent without the employer's approval on any day, the allowance shall not be payable for that day and if such unauthorised absence occurs on the working day immediately preceding or succeeding a Saturday or Sunday, the allowance shall not be payable for the Saturday and Sunday.

5.4.7.3 Camp Meal Charges

Where a charge is made for meals in a construction camp, such charge shall be fixed by agreement between the parties.

5.4.8 Rest and Recreation

5.4.8.1 Bus and Rail Travel

An employee, who proceeds to a job which qualifies them to the provisions of this clause, may, after six weeks continuous service thereon and thereafter at six week periods of continuous service thereon, return to their usual place of residence at the weekend. If the employee does so, they shall be paid the amount of a bus or return railway fare to the bus or railway station nearest their usual place of residence on the payday which immediately follows the date on which the employee returns to the job; provided no delay not agreed to by the employer takes place in connection with the employee's commencement of work on the morning of the working day following the weekend.

5.4.8.2 Air Travel

Notwithstanding any other provisions contained in 5.4.8.1 and in lieu of such provisions, the following conditions shall apply to an employee who qualifies under 5.4.1 and where such construction work is located in any area to which air transport is the only practicable means of travel, an employee may return home after six weeks continuous service in Western Australia, and shall in such circumstances be entitled to two days leave with pay in addition to the weekend.

Thereafter the employee may return to their usual place of residence after each further period of eight weeks continuous service on site and shall, on each occasion, be entitled to two days leave of which one day shall be paid leave.

Payment for leave and reimbursement for any economy air fare paid by the employee shall be made at the completion of the first pay period commencing after the date of return to the job.

5.4.8.3 Variable Return Home

In special circumstances, and by agreement with the employer, the return to the usual place of residence entitlements may be granted earlier or taken later than the prescribed date of accrual without alteration to the employee's accrual entitlements.

5.4.8.4 Non-Payment in Lieu

Payment of fares and leave with pay as provided for in this subclause shall not be made unless the rest and recreation leave is taken by the employee.

5.4.9 Alternative Paid Day off Procedure

If the employer and the employee so agree in writing, the paid rostered day off as prescribed of this award may be taken, and paid for, in conjunction with the additional rest and recreation leave as prescribed in 5.4.8, or at the end of the project, or on termination whichever comes first.

5.4.10 Termination

An employee shall be entitled to notice of termination in sufficient time to arrange suitable transport at termination or shall be paid as if employed up to the end of the ordinary working day before transport is available.

5.5 - HIGHER DUTIES ALLOWANCE

5.5.1 An employee engaged for a total of more than two hours on any day or shift on duties carrying a higher rate than their usual classification shall be paid the higher rate for the entire day or shift.

5.5.2 An employee engaged for two hours or less on any day or on shift duties carrying a higher rate than their ordinary classification shall be paid the higher rate for the time worked.

5.6 - CAMP STANDARDS

5.6.1 Construction camps shall comply with the following standards:

5.6.1.1 The camp shall provide for accommodation in single rooms, of dimensions not less than 14 cubic meters per person and shall have a timber, aluminum or similar floor with floor covering provided. Each room shall be furnished with reasonable sleeping accommodation including a mattress, pillow and blankets together with a table or reasonable substitute therefore, a seat and a wardrobe for each person.

5.6.1.2 Each room shall be fitted with a door and moveable window of reasonable dimensions fitted with a gauze screen. Each room shall be ceiled and lined. Good artificial lighting shall be provided in each room.

5.6.1.3 Except where corridor type barracks are provided a verandah shall be constructed in front of each room. Where reasonably required, provisions shall be made for the heating of rooms or cooling by fan.

5.6.1.4 Provisions shall be made in the camp for reasonable washing facilities including hot and cold showers. Reasonable provision shall be made for the washing of clothes. Toilets shall be adequate and sewered where possible, situated within reasonable distance from the living quarters, access to which shall be by properly lighted paths.

5.6.1.5 Provisions shall be made for the effluent from the kitchen, laundry and showers to be carried away in closed pipes and dispersed in such a way as to avoid any risk to health. In any such camp messing shall be made available by the employer with provisions for a choice of meals.

5.6.2 Where construction camp accommodation is not provided and the employer provides caravan accommodation the employer and the union shall confer as to reasonable standards for such accommodation. In the absence of agreement being reached the matter shall be referred to the Commission.

5.7 - AMENITIES

5.7.1 Suitable Alternative Facilities

On mobile or short term work the requirements of this clause shall be satisfied where suitable alternative facilities such as public amenities are available for use by employees within reasonable proximity to the place of work.

5.7.2 Meal, Clothing and Shelter Facilities

Provision of Facilities

5.7.2.1 At any work site the employer shall ensure that facilities are provided for shelter from inclement weather, changing, protection of clothing and eating of meals. Attention should be given at the planning stage to the location of facilities so as to ensure minimum disruption to the operations of the site.

5.7.2.2 These facilities shall not be used for storage of materials or for any purpose other than that described.

5.7.2.3 Enclosure for the facilities shall be of sound construction, weatherproof, and shall have:

5.7.2.3.1 A floor above ground level, or be situated and constructed so as to prevent flooding;

5.7.2.3.2 A lined ceiling and walls;

5.7.2.3.3 Adequate ventilation and lighting;

5.7.2.3.4 Sufficient windows fitted with fly screens; and

5.7.2.3.5 Washable vinyl floor surfaces.

5.7.3 Dining Facilities

5.7.3.1 Adequate facilities for taking meals, including sufficient tables and chairs and facilities for warming food shall be provided.

5.7.3.2 Facilities shall also be provided for an adequate supply of boiling water at meal times and rest periods.

5.7.3.3 Separate vermin proof containers shall be provided for the storage of food and rubbish.

5.7.4 Drinking Water

5.7.4.1 A supply of drinking water shall be available at the workplace. The water shall be cool, clean and drinkable. The facility shall be separate from sanitary and hand washing facilities.

5.7.4.2 Where a connection to a water supply is not possible, supply may be provided by other means such as a flask, cooled drink dispenser or waterbag. The most appropriate method should be selected.

5.7.4.3 Drinking points shall be placed where they will service most people requiring them. The employer shall provide additional drinking points near hot or strenuous work stations, such as exposed form work decks.

5.7.4.4 Drinking water should be readily accessible to any employee working on the site.

5.7.5 Other Facilities

Where the employee is required to change clothes and wear special protective clothing to work with toxic or dangerous substances, an appropriate facility for decontamination, separate from other sanitary and washing accommodation should be provided. In these cases change room facilities should be duplicated, and storage provided for protective clothing in one room and for personal clothing in the other. Protective clothing and personal clothing should not come into contact with each other or be stored in the same facilities. Protective clothing and work clothing which has become wet by the process of decontamination should be stored in a separate, well-ventilated area.

5.7.6 Cleanliness

5.7.6.1 The employer shall ensure that the workplace is maintained in a clean condition.

5.7.6.2 Regular cleaning shall be undertaken to ensure that:

5.7.6.2.1 Refuse and waste is removed at least daily from floors, stairways and passageways;

5.7.6.2.2 The floors of dining rooms and dining areas are cleaned daily and washed and disinfected at least once a week, and dining tables are wiped down after each meal period;

5.7.6.2.3 Change rooms are cleaned at least once each day and washed down and disinfected at least once a week; and

5.7.6.2.4 Any showers, sanitary and washing accommodation are sanitised each day they are used.

5.8 - MEAL MONEY

An employee who is required to work in excess of one and a half hours overtime after working ordinary hours shall be paid a meal allowance of $9.60, or shall, at the option of the employer, be provided with a suitable meal.

5.9 - TRAVELLING ALLOWANCE

5.9.1 An employee who, on any day, or from day to day is required to work at a job away from their accustomed workshop or depot shall, at the direction of their employer, present themselves for work at such job at the usual starting time.

5.9.1.1 An employee to whom 5.9.1 applies shall be paid at ordinary rates for time spent in travelling between their home and the job and shall be reimbursed for any fares incurred in such travelling, but only to the extent that the time so spent and the fares so incurred exceed the time normally spent and the fares normally incurred in travelling between their home and accustomed workshop or depot.

5.9.1.2 An employee who with the approval of their employer uses their own means of transport for travelling to or from outside jobs shall be paid the amount of excess fares and travelling time which the employee would have incurred in using public transport unless the employee has an arrangement with their employer for a regular allowance.

5.9.2 An employee to whom 5.9.1 does not apply and who is engaged on construction work shall be paid an allowance in accordance with the provisions of this subclause to compensate for travel patterns and costs peculiar to the industry, which include mobility requirements of employees, and the nature of employment in the construction work covered by this award:

5.9.2.1 On jobs measured by radius from the General Post Office, Perth situated within the area of:

		Per Day $
5.9.2.1.1	Up to and including 50 kilometer radius	14.00
	OR	
5.9.2.1.2	Over 50 kilometers up to and including 60 kilometer radius	17.40
	OR	
5.9.2.1.3	Over 60 kilometers up to and including 75 kilometer radius	26.70
	OR	
5.9.2.1.4	Over 75 kilometers up to and including 90 kilometer radius	37.80
	OR	

5.9.2.1.5 Over 90 kilometers up to and including 105 kilometer radius 49.00

5.9.2.2 In respect of work carried out from an employer's depot situated more than 60 kilometers by radius from the General Post Office Perth, the main Post Office in the Town in which such depot is situated is substituted as the centre for the purpose of determining the allowance to be paid to an employee.

5.9.2.3 Where transport to and from the job is provided by the employer from and to their depot or such other place more convenient to the employee as is mutually agreed upon between the employer and the employee, half the above rates shall be paid. Provided that the conveyance used for such transport is equipped with suitable seating and weatherproof covering.

5.9.3 For travelling during working hours from and to the employer's place of business or from one job to another, an employee shall be paid by the employer at ordinary rates. The employer shall pay all fares and reasonable expenses in connection with such travelling.

5.9.4 The provisions of this Clause do not apply to an employee to whom Clause 5.10 - Distant Work is applicable.

5.10 - DISTANT WORK

5.10.1 Where an employee is engaged or selected or advised by an employer to proceed to construction work at such a distance that the employee cannot return to their home each night, the employer shall provide the employee w it h suitable board and lodging or shall pay the expenses reasonably incurred by the employee for board and lodging.

5.10.2 The provisions of 5.10.1 do not apply w it h respect to any period during which the employee is absent from work without reasonable excuse and in such a case, where the board and lodging is supplied by the employer, the employer may deduct from monies owing or which may become owing to the employee, an amount equivalent to the value of that board and lodging for the period of the absence.

5.10.3 Subject to the provisions of 5.10.5:

5.10.3.1 The employer shall pay all reasonable expenses including fares, transport of tools, meals and if necessary, suitable overnight accommodation incurred by an employee or person engaged who is directed by their employer to proceed to the locality of the site and who complies with such direction.

5.10.3.2 The employee shall be paid at ordinary rate of payment for the time up to a maximum of eight hours in any one day incurred in travelling pursuant to the employer's direction.

5.10.4 Where an employee who, after one month of employment w it h an employer, leaves their employment, or whose employment is terminated by their employer "except for incompetency, within one working week of the employee commencing work on the job or for misconduct" and in either instance subject to the provisions of Clause 2.1 – Contract of Service of this award returns to the place from whence the employee first proceeded to the locality, or to a place less distant than or equidistant to the place whence the employee first proceeded, the employer shall pay all expenses:

5.10.4.1 Including fares, transport of tools, meals and, if necessary, suitable overnight accommodation incurred by the employee in so returning.

5.10.4.2 In addition to the expenses for the return journey prescribed by 5.10.4, an employee whose employment is terminated by their employer "except for incompetency, within one working week of the employee commencing work on the job or for misconduct" shall be paid in accordance with 5.10.3.2 for the time so spent travelling.

5.10.4.3 Provided that the employer shall in no case be liable to pay a greater amount under 5.10.4 or 5.10.4.2 than they would have paid if the employee had returned to the locality from which they first proceeded to the job.

5.10.5 On construction work north of the 26th parallel of South Lat it ude the following provisions apply:

5.10.5.1 The employer may deduct the amount of the forward fare from the employee's first or later wages but the amount so deducted shall be refunded to the employee if they continue to work for three months, or, if the work ceases sooner, for so long as the work continues.

5.10.5.2 If the employee continues to work for the employer for at least six months, the employer shall, on termination of the employee's engagement, pay the fare of the employee back from the place of work to the place of engagement if the employee so desires.

5.10.6 An employee to whom the provisions of 5.10.1 apply shall be paid an allowance of $26.80 for any weekend that they return to their home from the job but only if:

5.10.6.1 The employee advises the employer or their agent of their intention no later than the Tuesday immediately preceding the weekend in which the employee so returns;

5.10.6.2 The employee is not required for work during that weekend;

5.10.6.3 The employee returns to the job on the first working day following the weekend; and

5.10.6.4 The employer does not provide or offer to provide suitable transport.

5.10.7 Notwithstanding any other provisions contained in this Clause and in lieu of any such provisions the following conditions shall apply to an employee who is engaged or selected or advised by an employer to proceed to construction work at such a distance that they cannot return to their home each night and where such construction work is located north of the 26th parallel of South Latitude or east of the 120 meridian of longitude, or in any other area to which air transport is the only practicable means of travel.

5.10.7.1 An employee may return to their home or to Perth or any other place at a weekend to be mutually agreed upon between the employee and the employer:

5.10.7.1.1 After four continuous months service with their employer; and in addition to the weekend the employee shall be entitled to two days leave on ordinary pay subject to the provisions of 5.10.7.2 and

5.10.7.1.2 After each further period of four months continuous service with their employer; and in addition to the weekend, the employee shall be entitled to two days leave, one of which days shall be on ordinary pay subject to the provisions of 5.10.7.2.

5.10.7.2 Where an employee returns home or to Perth or any other place in accordance w it h the provisions of this subclause and returns to the job and commences work at the time arranged with their employer, on the first working day for that employee immediately following the period of leave referred to in 5.10.7.1, that employee shall be paid at the completion of the first pay period commencing on or after the day upon which the employee returns to work from the leave taken pursuant to 5.10.7.1, the ordinary pay for that period of leave and the actual cost of air fares incurred in travelling home or to Perth or to any other place and to the job and which in no case shall exceed the cost of an economy airfare from the job to Perth and return.

5.10.7.3 The entitlement to leave and travelling accruing to an employee pursuant to 5.10.7.1 may be availed of as soon as reasonably practicable after it becomes due and if it is not availed of within one month after it so becomes due the entitlement shall lapse.

5.10.8 Anytime in respect of which an employee is absent from work except time for which they are entitled to claim paid leave shall not count for determining the employee's rights to travel and leave under the provisions of 5.10.7.

5.10.9 Where an employee, supplied w it h the board and lodging by their employer, is required to live more than 800 meters from the job the employee shall be provided with suitable transport to and from that

job or be paid an allowance of $11.85 per day provided that where the time actually spent in travelling either to or from the job exceeds 20 minutes, that excess travelling time shall be paid for at ordinary rates whether or not suitable transport is supplied by the employer.

5.10.10 The provisions of 5.10.1, 5.10.2, 5.10.3, 5.10.6, 5.10.7, 5.10.8 and 5.10.9 shall be deemed to apply to an employee who is in the regular employment of an employer and who is sent by their employer to distant work (whether construction work or not) but the provisions of 5.10.4 do not apply to such an employee.

5.11 - FIRST AID ALLOWANCE

An employee holding a Senior First Aid Certificate, or, an equivalent or better first aid qualification, appointed by the employer to perform first aid duties shall be paid $1.96 per day in addition to their ordinary rate.

5.12 - PROTECTIVE CLOTHING

5.12.1 The employer shall provide free of charge any waterproof protective clothing required by an employee for particular tasks they may be performing. Items such as gloves, overalls, basil aprons, etc., shall be provided to employees using toxic substances, bitumen, tar, green timber, second-hand timber, bricks, etc.

5.12.2 The employer shall provide on the job adequate detergents and solvents for the removal of excessive dirt, bitumen, emulsions, paint and similar substances from the employee's person and the cost of such detergents or solvents shall be borne by the employer.

5.12.3 Employees engaged on road work and/or railway work where traffic is not excluded by the use of continuous barriers or fences shall be provided with a light coat or jacket with high visibility red markings so as to enhance visibility in daylight against the road or rail background.

5.12.4 Protective clothing provided pursuant to this clause shall remain the property of the employer and shall be fumigated before being transferred from one employee to another and shall be in a clean and hygienic state when issued.

5.13 - CAR ALLOWANCE

Where an employee is required and authorised to use their own motor vehicle in the course of their duties the employee shall be paid an allowance of 63.64 cents per kilometer travelled. Notwithstanding anything contained in this Clause the employer and the employee may make any other arrangement as to car allowance not less favourable to the employee.

5.14 - LOCATION ALLOWANCES

5.14.1 Subject to the provisions of this Clause, in add it ion to the rates prescribed in the wages clause of this award, an employee shall be paid the following weekly allowances when employed in the towns described hereunder. Provided that where the wages are prescribed as fortnightly rates of pay, these allowances shall be shown as fortnightly allowances.

TOWN	PER WEEK
Agnew	$21.00
Argyle	$56.20
Balladonia	$21.60
Barrow Island	$36.60
Boulder	$8.90
Broome	$33.80
Bullfinch	$9.90

Carnarvon	$17.30
Cockatoo Island	$37.10
Coolgardie	$8.90
Cue	$21.60
Dampier	$29.40
Denham	$17.30
Derby	$35.20
Esperance	$6.10
Eucla	$23.60
Exmouth	$30.90
Fitzroy Crossing	$42.70
Halls Creek	$49.20
Kalbarri	$7.50
Kalgoorlie	$8.90
Kambalda	$8.90
Karratha	$35.30
Koolan Island	$37.10
Koolyanobbing	$9.90
Kununurra	$56.20
Laverton	$21.50
Learmonth	$30.90
Leinster	$21.00
Leonora	$21.50
Madura	$22.60
Marble Bar	$54.40
Meekatharra	$18.60
Mount Magnet	$23.30
Mundrabilla	$23.10
Newman	$20.20
Norseman	$18.60
Nullagine	$54.30
Onslow	$36.60
Pannawonica	$27.40
Paraburdoo	$27.30
Port Hedland	$29.30
Ravensthorpe	$11.10
Roebourne	$40.70
Sandstone	$21.00
Shark Bay	$17.30
Southern Cross	$9.90
Telfer	$50.00
Teutonic Bore	$21.00
Tom Price	$27.30
Whim Creek	$35.00
Wickham	$33.80
Wiluna	$21.30
Wyndham	$52.70

5.14.2 Except as provided in 5.14.3, an employee who has:

5.14.2.1 A dependent shall be paid double the allowance described in 5.14.1.

5.14.2.2 A partial dependent shall be paid the allowance prescribed in 5.14.1 plus the difference between that rate and the amount such partial dependent is receiving by way of a district or location allowance.

5.14.3 Where an employee

5.14.3.1 Is provided with board and lodging by their employer, free of charge; or

5.14.3.2 Is provided with an allowance in lieu of board and lodging by virtue of the Award or an Order or Agreement made pursuant to the Act,

such employee shall be paid 66⅔ per cent of the allowances prescribed in 5.14.1.

5.14.4 Subject to 5.14.2, junior employees, casual employees, part time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.

5.14.5 Where an employee is on annual leave or receives payment in lieu of annual leave they shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.

5.14.6 Where an employee is on long service leave or other approved leave w it h pay (other than annual leave) they shall only be paid location allowance for the period of such leave they remains in the location in which they are employed.

5.14.7 For the purposes of this clause:

5.14.7.1 "**Dependent**" shall mean:

5.14.7.1.1 A spouse or de-facto partner; or

5.14.7.1.2 A child where there is no spouse or de facto partner;

who does not receive a location allowance or who, if in receipt of a salary or wage package, receives no consideration for which the location allowance is payable pursuant to the provisions of this clause.

5.14.7.2 "**Partial Dependant**" shall mean a "dependant" as prescribed in 5.14.7.1 who receives a location allowance which is less than the location allowance prescribed in 5.14.1 or who, if in receipt of a salary or wage package, receives less than a full consideration for which the location allowance is payable pursuant to the provisions of this clause.

5.14.8 Where an employee is employed in a town or location not specified in this clause the allowance payable for the purpose of 5.14.1 shall be such amount as may be agreed between Australian Mines and Metals Association, the Chamber of Commence and Industry of Western Australian and the Trades and Labor Council of Western Australia or, failing such agreement, as may be determined by the Commission.

5.14.9 Subject to the making of a General Order pursuant to s.50 of the Act, that part of each location allowance representing prices shall be varied from the beginning of the first pay period commencing on or after the 1st day in July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing), for Perth measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.

5.15 - CLOTHING AND SPECTACLES

5.15.1 An employee whose clothes, spectacles or hearing aids have been accidentally spoilt by acid, sulphur or other deleterious substances, shall be paid such amount to cover the loss thereby suffered by him as may be agreed upon between the employee and employer.

5.15.2 An employee shall be reimbursed by the employer to a maximum of $1,110.00 for loss of clothes by fire or breaking and entering whilst securely stored at the employer's direction in a room or building on the employer's premises, job or workshop or in a lock-up.

5.15.3 Where safety glasses are to be worn at the direction of the employer such glasses shall be provided free of charge to each employee and where it is necessary for optically prescribed glasses to be hardened, the cost of such hardening shall be met by the employer.

5.15.4 Where an employee during the course of employment suffers loss or damage to their spectacles by cause for which they are not solely responsible they shall be compensated by the employer to the extent of the loss or damage sustained. This subclause shall not apply when an employee is entitled to workers'' compensation in respect to the damage.

5.16 - INCLEMENT WEATHER

5.16.1 **"Inclement weather**" shall mean the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust storm, extreme high temperature for the locality concerned, or the like, or any combination thereof) by virtue of which it is either not reasonable or not safe for employees exposed thereto to continue working whilst the same prevail.

5.16.2 For the purposes of this clause weather shall not be regarded as inclement unless it is mutually agreed between the employer and employees concerned.

5.16.3 Except as provided in 5.16.5 and 5.14.6, no employee shall be required to work exposed to inclement weather conditions. For the purposes of this subclause, an employee operating machinery fitted with a functional weatherproof cab shall not be deemed to be exposed to inclement weather.

5.16.4 There shall be no deduction of wages for any working time lost due to inclement weather.

5.16.5 Completion of Concrete Pours and Emergency Work.

5.16.5.1 Except as provided in this subclause an employee shall not be required to work in the rain.

5.16.5.2 Employees shall not be required to start a concrete pour in inclement weather.

5.16.5.3 Where a concrete pour has been commenced prior to the commencement of a period of inclement weather employees may be required to complete such concrete pour to a practical stage and for such work shall be paid at the rate of double time calculated to the next hour, and in the case of wet weather shall be provided with adequate wet weather gear.

5.16.5.4 If the employee's clothes become wet as a result of working in the rain during a concrete pour the employee shall, unless a change of dry working clothes is available, be allowed to go home without loss of pay.

5.16.5.5 The provisions of 5.16.5.3 shall also apply in the case of emergency work where the employees concerned and their job representative agree that the work is of an emergency nature and can start and/or proceed.

5.16.6 Where it is necessary and safe for a spotter to work during a period of inclement weather thereby enabling mobile plant to continue operating, such spotter shall be entitled to the provisions of 5.16.5.3.

6. - LEAVE

6.1 - ANNUAL LEAVE

6.1.1 Period of Leave

6.1.1.1 Subject to the provisions of 6.1.2, 6.1.4 and 6.1.5, a period of the hours ordinarily required to be worked in a four week period up to 152 hours, exclusive of any public holidays occurring during the period, shall be given and taken as leave annually to all employees, other than casual employees. Annual leave is accrued on a weekly basis.

6.1.1.2 In addition to leave prescribed in 6.1.1.1 above, seven day shift employees who are rostered to work regularly on Saturdays, Sundays and Public Holidays shall be allowed an additional one week of leave.

6.1.1.3 Provided that where a rostered day off, as prescribed in Clauses 3.2 - Overtime – Day Employees and 3.3 - Call Out – Day Employees of this award, falls during the period annual leave is taken, payment of accrued entitlements for such day shall be made in addition to annual leave payments prescribed in 6.1.7.

6.1.2 Method of Taking Leave

6.1.2.1 Either four consecutive weeks, or two separate periods of not less than one week in all cases exclusive of any public holidays occurring therein, shall be given and taken within six months from the date when the right to annual leave accrued. Provided that by agreement between the employer and the employee concerned, annual leave may be taken in three separate periods of not less than seven consecutive days.

6.1.2.2 Where an employee requests that leave be allowed in one continuous period such request shall not be unreasonably refused. In the event of lack of agreement between the parties the matter shall be referred to the Commission for decision.

6.1.2.3 In the circumstances where a public holiday falls within one day of a weekend or another public holiday the provision of 6.1.2.1 may be altered by agreement between the employer and a majority of employees affected under this award to provide that a day of annual leave entitlement may be granted on the day between the said public holidays and/or weekend if an employee, or employer, requests it.

6.1.2.4 Where annual leave is proposed to be given and taken in two periods, one of which is to be in conjunction with the Christmas and New Year holidays, representatives of the employers and employees, parties to this award, shall meet not later than 31 July in each year in order to fix the commencing and finishing dates for the following Christmas/New Year period of leave. Where no agreement can be reached between the representatives the matter shall be referred to the Commission for determination.

6.1.2.5 Where an employer and employee have not agreed when the employee is to take their annual leave, the employee, on giving two weeks notice of the period of intended leave, is not to be refused taking at any time suitable to them, any period of annual leave, the entitlement to which accrued more than 12 months before that time.

6.1.3 Leave Allowed Before Due Date

6.1.3.1 An employer may allow an employee to take their annual leave prior to the employee's right thereto. In such circumstances the qualifying period of further annual leave shall not commence until the expiration of 12 months in respect of which the leave so allowed is taken.

6.1.3.2 Where an employer has allowed an employee to take annual leave pursuant to 6.1.3.1 and the employee's services are terminated (by whatsoever cause) prior to the employee completing the 12 months continuous service for which leave was allowed in advance, the employer may for each complete week of the 12 months not served by the employee, deduct from whatever remuneration is payable upon the termination of the employment 3.17 hours of the amount of wages paid on account of the annual leave.

6.1.3.3 Notwithstanding anything contained in this subclause an employee who has worked for 12 months in the industry with a number of different employers without taking annual leave, shall be entitled to take annual leave and be paid 3.17 hours of an ordinary week's wages in respect of each completed 38 hours of continuous service with the current employer.

6.1.4 Proportionate Leave on Termination

Where an employee has given five working days or more continuous service, inclusive of any day off as prescribed by Clauses 3.2 - Overtime – Day Employees and 3.3 - Callouts – Day Employees of this award (excluding overtime), and the employee either leaves the employment or the employment is terminated by the employer the employee shall be paid 3.17 hours in respect of each completed five working days of continuous service with the current employer for which leave has not been granted or paid for in accordance with this award.

6.1.5 Broken Service

Where an employee breaks their continuity of service by an absence from work for any reason other than a reason set out in 6.1.6, the amount of leave to which they would have been entitled under 6.1.1 shall be reduced by 3.17 hours for each week or part thereof during which any such absence occurs and the amount of payment in lieu of leave to which they would have been entitled under 6.1.4 shall be reduced by 3.17 hours for each week or part thereof during which any such absence occurs.

Provided, however, that no reduction shall be made in respect of any absence unless the employer informs the employee in writing of their intention so to do within 14 days of the termination of the absence.

6.1.6.4 Carer's leave;

6.1.6.1 For the purposes of this clause service shall be deemed to be continuous notwithstanding an employee's absence from work for any of the following reasons:

6.1.6.2 Illness or accident up to a maximum of four weeks after the expiration of paid sick leave;

6.1.6.3 Bereavement leave;

6.1.6.4 Carer's leave;

6.1.6.5 Jury service;

6.1.6.6 Injury received during the course of employment and up to a maximum of 26 weeks for which workers' compensation has been received;

6.1.6.7 Where called up for military service for up to three months in any qualifying period;

6.1.6.8 Long service leave;

6.1.6.9 Any reason satisfactory to the employer or in the event of dispute satisfactory to the Commission. Provided that the reason shall not be deemed satisfactory unless the employee has informed the employer within 24 hours of the normal commencing time or as soon as practicable thereafter of the reason for the absence and probable duration thereof.

6.1.7 Leave payment

6.1.7.1 Payment for Period of Leave

Each employee, before going on leave, shall be paid in advance the wages which would ordinarily accrue to them during the currency of the leave.

6.1.7.2 Annual Leave Loading

In add it ion to the payment prescribed in 6.1.7.1 a day employee shall receive, during a period of annual leave, a loading of 17.5 per cent calculated on the rates, loadings and allowances prescribed in this award if applicable, together with any overaward payment for the ordinary hours of work per week.

6.1.7.3 Shift Employees

6.1.7.3.1 An employee who would have worked on shift work had they not been on annual leave shall be paid an additional loading of 17.5 per cent calculated in accordance with the provisions of 6.1.7.2. Provided that where the employee would have received shift loadings prescribed by Clause 3.3 – Call Out – Day Employees of this award, had they not been on leave during the relevant period and such loadings would have entitled them to a greater amount than the loading of 17.5 per cent then the shift loadings shall be added to the ordinary rate of wage prescribed in lieu of the 17.5 per cent loading.

6.1.7.3.2 Provided further that if the shift loadings would have entitled the employee to a lesser amount than the loading of 17.5 per cent then such percentage shall be added to the rate of wage prescribed in lieu of shift loadings.

6.1.7.3.3 The loadings prescribed above shall also apply to proportionate leave on lawful termination of employment.

6.1.8 Service under Previous Award

For the purposes of calculating annual leave the service of the employee prior to the operative date of this award shall be taken into account but an employee shall not be entitled to leave (or payment in lieu thereof) for any period in respect of which leave (or payment in lieu thereof) has been allowed or made under any previous award.

6.1.9 Annual Close Down

Notwithstanding anything contained in this Award an employer giving any leave in conjunction with the Christmas/New Year holidays may, either:

6.1.9.1 Stand down without pay during the period of leave any employee who has not yet qualified under 6.1.1; or

6.1.9.2 Stand down for the period of leave any employee who has not qualified under 6.1.1 and pay them (up to the period of the leave then given) at a rate of 3.17 hours of an ordinary week's wages in respect of each week of continuous service (excluding overtime).

Provided that where an employer decides to close down the establishment at the Christmas/New Year period for the purpose of giving the whole of the annual leave due to all, or the majority of the employees then qualified for such leave, at least two months notice of the intention so to do shall be given to the employees.

6.1.10 Commencement of Leave - Distant Jobs

If an employee is still engaged on a distant job when annual leave is granted and the employee returns by the first reasonable means of transport to the place of engagement, or if employed prior to going to country work the place regarded as the employer's headquarters, annual leave shall commence on the first full working day following the employee's return to such place of engagement or headquarters as the case may be.

6.2 - SICK LEAVE

6.2.1 An employee who is unable to attend or remain at their place of employment during the ordinary hours of work by reason of personal ill health or injury shall be entitled to payment during such absence in accordance with the following provisions.

6.2.2 An employee is entitled to payment pursuant to this Clause for the number of hours ordinarily worked in a two week period, up to 76 hours per annum accrued pro rata on a weekly basis.

6.2.3 If in the first or successive years of service with the employer an employee is absent on the grounds of personal ill health or injury for a period longer than their entitlement to paid sick leave, payment may be adjusted at the end of that year of service, or at the time the employee's services terminate, if before

the end of that year of service, to the extent that the employee has become entitled to further paid sick leave during that year of service.

6.2.4 Unused portions of paid sick leave shall accumulate from year to year.

6.2.5 An employee shall as soon as reasonably practicable advise the employer of their inability to attend for work, the nature of their illness or injury and the estimated duration of the absence.

6.2.6 An employee claiming entitlement under this Clause must provide to the employer evidence that would satisfy a reasonable person of the entitlement.

6.2.7 This Clause shall not apply where an employee is entitled to compensation under the Workers Compensation and Rehabilitation Act 1981 nor to employees whose injury or illness is the result of the employee's own serious and wilful misconduct or gross and wilful neglect.

6.2.9 If an employee is terminated by the employer and is re-engaged by the same employer within a period of six months, then the employee's unclaimed balance of sick leave shall continue from the date of re-engagement.

6.3 - CARER'S LEAVE

6.3.1 Use of Sick Leave

6.3.1.1 An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill or injured. Such leave shall not exceed five (5) days in any calendar year and is not cumulative.

6.3.1.2 The employee is to provide evidence to the employer that would satisfy a reasonable person of the entitlement.

6.3.1.3 The entitlement to use sick leave is subject to:

6.3.1.3.1 The employee being responsible for the care of the person concerned; and

6.3.1.3.2 The person concerned being either a member of the employee's family or a member of the employee's household.

6.3.1.3.3 The term "member of the employee's family" means any of the following persons:

6.3.1.3.3.1 The employee's spouse or de facto partner;

6.3.1.3.3.2 A child for whom the employee has parental responsibility as defined by the Family Court Act 1997;

6.3.1.3.3.3 An adult child of the employee;

6.3.1.3.3.4 A parent, sibling or grandparent of the employee.

6.3.1.4 The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

6.3.2 Use of Unpaid Leave

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill or injured.

6.4 - PUBLIC HOLIDAYS

6.4.1 An employee, other than a shift employee, shall be allowed 10 public holidays per annum without loss of pay. Where employees including shift employees are required to work, payment of double time and a half for all time worked.

6.4.2 An employer shall not require normal work to be performed on Christmas Day (December 25) and Boxing Day (December 26) other than those continuous shift employees required for a holding position for a continuous process and those required to bring about the resumption of normal work. Any employee required to work Christmas Day shall be paid three times the employee's ordinary hourly rate for any time so worked.

6.4.3 For the purposes of this award public holidays shall be the following: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Birthday of the Sovereign, Christmas Day, Boxing Day. Provided that when a public holiday falls on a Saturday, Sunday or day observed as an RDO then the next normal working day shall be observed as the public holiday.

6.5 - BEREAVEMENT LEAVE

6.5.1 All employees on the death of their:

6.5.1.1 Spouse or de facto partner.

6.5.1.2 Child, step child or child-in-law.

6.5.1.3 Parent, step parent or parent-in-law.

6.5.1.4 Sibling, step sibling or sibling-in-law.

6.5.1.5 Grandparent or step grandparent.

6.5.1.6 Any person, who immediately before that person's death, lived with the employee as a member of the employee's family

is entitled to paid bereavement leave of up to three days exclusive of travel for distant work employees, which do not have to be consecutive.

6.5.2 Evidence of entitlement to bereavement leave that would satisfy a reasonable person is to be furnished to the employer by the employee if so requested.

6.5.3 Bereavement leave is not to be taken during a period of any other kind of leave.

6.6 - PARENTAL LEAVE

6.6.1 Basic Entitlements

6.6.1.1 An employee, other than a casual employee, and their spouse are entitled to unpaid parental leave totalling 52 weeks in respect of:

6.6.6.1.1 The birth of a child; or

6.6.1.1.2 The placement of a child with the view to the adoption of the child by the employee.

6.6.1.2 To obtain parental leave, an employee must satisfy the following basic requirements:

6.6.1.2.1 The employee has, before the expected date of birth or placement, completed at least 12 months continuous service with the employer;

6.6.1.2.2 The employee has given the employer at least ten weeks wr it ten notice of their intention to take the leave, unless due to circumstances it is impractical or unreasonable to do so;

6.6.1.2.3 Complied with 6.6.1.3.

6.6.1.3 Except for a period of one week at the time of the birth or placement, an employee and their partner must take parental leave at different times.

6.6.1.4 The entitlement to parental leave is reduced by any period of parental leave taken by the employee's spouse in relation to the same child, except for the period of one week's leave referred to in 6.6.1.3.

6.6.1.5 An employee may take other leave (for example, annual leave) in conjunction with parental leave, but this will reduce the amount of parental leave they may take in accordance with 6.6.6.

6.6.1.6 An employee who takes parental leave is, in most circumstances, entitled to return to the position which they held before the leave was taken.

6.6.1.7 The absence of an employee on parental leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose in terms of this award.

6.6.2 Definitions

''Adoption'' in relation to a child, is a reference to a child who:

6.6.2.1 Is not the natural child or the step-child of the employee or the employee's spouse;

6.6.2.2 Is less than 5 years of age;

6.6.2.3 Has not lived continuously with the employee for six months or longer.

''Employee'' includes a part-time employee, but not a casual or seasonal employee;

''Continuous service'' means service (other than as a casual or seasonal employee) under an unbroken contract of employment, and includes a period of leave, or a period of absence, authorised:

6.6.2.4 By the employer; or

6.6.2.5 By an award or order of a court or tribunal or a workplace agreement certified by such a body; or

6.6.2.6 By a contract of employment.

''Expected date of birth'' means the day certified by a medical practitioner to be the day on which the medical practitioner expects the employee or the employee's spouse, as the case may be, to give birth to a child.

''Medical certificate'' means a certificate signed by a registered medical practitioner.

''Placement'' means the placement, by an adoption agency, of a child with an employee for adoption.

''Spouse'' includes a de facto partner.

6.6.3 Notice Requirements

The written notice required in 6.6.1.2.2 shall include:

6.6.3.1 A specification of the first and last days of the period of leave, provided that a female employee who has given notice of her intention to take parental leave, other than for adoption, is to start the leave six weeks before the expected date of birth unless in respect of any period closer to the expected date of birth a medical practitioner has certified that the employee is fit to work;

6.6.3.2 In the case where parental leave is taken for the birth of a child, the employee must give to the employer:

6.6.3.2.1 A medical certificate that states that the employee or the employee's spouse is pregnant and specifies the estimated date of birth;

6.6.3.2.2 A statutory declaration that:

6.6.3.2.2.1 Supports the particulars notified;

6.6.3.2.2.2 The employee will be the child's primary care-giver throughout the period of parental leave; and

6.6.3.2.2.3 That the employee will not engage in any conduct inconsistent with their contract of employment while on parental leave.

6.6.3.3 In the case where parental leave is taken for the adoption of a child, the employee must give to the employer:

6.6.3.3.1 A statement from the adoption agency of the proposed date of placement of the child; and

6.6.3.3.2 A statutory declaration that:

6.6.3.3.2.1 The child will be at the proposed date of the placement, or was, at the date of the placement, as the case requires, under the age of 5 years; and

6.6.3.3.2.2 Is not a child or step-child of the employee or the employee's spouse; and

6.6.3.3.2.3 Will not have, at the proposed date of the placement, or had not, at the date of the placement, as the case requires, previously lived with the employee for a continuous period of 6 months or more.

6.6.3.3.2.4 The employee will be the child's primary care-giver throughout the period of parental leave.

6.6.3.3.2.5 Will not engage in any conduct inconsistent with the employee's contract of employment while on adoption leave.

6.6.3.4 An employee who has given notice of their intention to take parental leave is to notify the employer, in the form of a statutory declaration, of particulars of any period of parental leave taken or to be taken by the employee's spouse in relation to the same child.

6.6.3.5 An employee who is taking parental leave is to notify the employer of any change to the date on which the employee wishes to start or finish the leave.

6.6.3.6 The starting and finishing dates of a period of parental leave is, subject to this subclause, to be agreed between the employer and employee.

6.6.4 Transfer to Safe Job

6.6.4.1 Where, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of the parental leave.

6.6.4.2 Where the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as parental leave for purposes of this section.

6.6.5 Special Parental Leave

6.6.5.1 Where an employee is not yet on parental leave and her pregnancy terminates after 28 weeks other than by the birth of a living child, the employee shall be entitled to:

6.6.5.1.1 Such period of unpaid leave as a registered medical practitioner certifies as necessary before her return to work; and/or

6.6.5.1.2 For illness other than the normal consequences of confinement, paid sick leave to which she is entitled and which a registered medical practitioner certifies as necessary for her return to work.

6.6.5.2 The aggregate of parental leave, special parental leave and sick leave shall not exceed the period of leave granted under 6.6.6.

6.6.6 Period of Entitlement

An employee, who qualifies for parental leave under this subclause, is entitled to a period of 52 weeks unpaid leave, less the total of:

6.6.6.1 Each period of unpaid leave, or paid sick leave, other than parental leave, that the employer has already granted to the employee in respect of the same pregnancy; and

6.6.6.2 Each period of annual leave, or long service leave, that the employee has applied for instead of, or in conjunction with, parental leave in respect of the pregnancy; and

6.6.6.3 Each period of special parental leave; and

6.6.6.4 Each period of parental leave taken by the employee's spouse and specified in 6.6.3.4.

6.6.7 Effect on Parental Leave of Failure to Complete 12 months Continuous Service

If parental leave has been granted on the basis that it is reasonable to expect that the employee will complete a period of at least 12 months continuous service with the employer on a particular day, the employer may cancel the leave if the employee does not complete such a period on that day.

6.6.8 Effect on Parental Leave in Certain Circumstances

6.6.8.1 This subclause applies if an employer has granted parental leave to an employee and:

6.6.8.1.1 The pregnancy terminates otherwise than by the birth of a living child; or

6.6.8.1.2 The employee gives birth to a living child but the child later dies; or

6.6.8.1.3 The adoption of a child does not take place; or

6.6.8.1.4 The adoption of a child takes place but does not continue.

6.6.8.2 The employer may cancel the parental leave at any time before it begins.

6.6.8.3 If the parental leave has begun, the employee may notify the employer in writing that they wish to return to work.

6.6.8.4 If the employee does so, the employer must notify them in writing of the day on which they are to return to work. That day must be within four weeks after the employer received the notice under 6.6.3.

6.6.8.5 If the parental leave has begun, the employer may notify the employee in writing that they must return to work on a specified day that is not less than four weeks after the notice is given.

6.6.8.6 If the employee returns to work, the employer must cancel the rest of the parental leave.

6.6.9 Effect on Parental Leave if Employee Ceases to be Primary Caretaker of Child

6.6.9.1 This subclause applies if:

6.6.9.1.1 For a substantial period beginning on or after the beginning of an employee's parental leave, the employee is not the child's primary care-giver; and

6.6.9.1.2 Having regard to the length of that period and to any other relevant circumstances, it is reasonable to expect that the employee will not again become the child's primary care-giver within a reasonable period.

6.6.9.2 The employer may notify the employee in writing that they must return to work on a specified day that is not less than four weeks after the notice is given.

6.6.9.3 If the employee returns to work, the employer must cancel the rest of the leave.

6.6.10 Return to Work After Parental Leave

6.6.10.1 This subclause applies when an employee returns to work after a period of parental leave.

6.6.10.2 The employer must employ the employee in the pos it ion they held immediately before starting parental leave, provided that in the case of a female employee:

6.6.10.2.1 If she was transferred to a safe job because of her pregnancy, the position shall be the one immediately before the transfer; or

6.6.10.2.2 If she began working part-time because of the pregnancy, the position shall be the one immediately before she so began.

6.6.10.3 If that position no longer exists but the employee is qualified for, and can perform the duties of, other positions in the employer's employment, the employer must employ the employee in whichever of those positions is nearest in status and remuneration to the position referred to in 6.6.10.2.

6.6.11 Replacement Employee

An employer must not employ a person:

6.6.11.1 To replace an employee while they are on parental leave; or

6.6.11.2 To replace an employee who, while another employee is on parental leave, is to perform the duties of the position held by the other employee;

Unless the employer has informed the person:

6.6.11.3 That their employment is only temporary; and

6.6.11.4 About the rights of the employee who is on parental leave.

6.6.12 Termination of Employment

6.6.12.1 An employee on parental leave may terminate their employment at any time during the period of leave by notice given in accordance with this award.

6.6.12.2 An employer shall not terminate the employment of an employee on the grounds of her pregnancy or of their absence on parental leave, but otherwise the rights of the employer in relation to termination of employment are not hereby affected.

6.6.13 Part-time Work

6.6.13.1 This subclause only applies where the employer and employee have reached agreement that an employee may work part-time under the circumstances and according to the conditions contained in this subclause.

6.6.13.2 With the agreement of the employer:

6.6.13.2.1 An employee may work part-time in one or more periods at any time from the date of birth of their child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.

6.6.13.2.2 A female employee may work part-time in one or more periods while she is pregnant where part-time work is, because of the pregnancy, necessary or desirable.

6.6.13.3 An employee, who has had at least 12 months continuous employment with an employer immediately before commencing part-time work under this subclause, has at the expiration of the period of such part-time employment the right to return to their former position.

6.6.13.4 Subject to the provisions of this subclause part-time employment shall be in accordance w it h the provisions of this award which shall apply pro-rata.

6.6.13.5 Before commencing a period of part-time employment under this subclause the employee and the employer shall agree:

6.6.13.5.1 That the employee may work part-time;

6.6.13.5.2 Upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;

6.6.13.5.3 Upon the classification applying to the work to be performed; and

6.6.13.5.4 Upon the period of part-time employment.

6.6.13.6 The terms of the agreement referred to in 6.6.13.4 may be varied by consent.

6.6.13.7 The terms of this agreement or any variation to it shall be reduced to writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.

6.6.13.8 The employment of a part-time employee under this subclause, may be terminated in accordance with the provisions of this award but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this subclause or has enjoyed or proposes to enjoy any benefits arising under this subclause.

6.6.13.8.1 Any termination entitlements payable to an employee whose employment is terminated while working part-time under this subclause, or while working full-time after transferring from part-time work under this subclause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all

service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employment on a pro rata basis.

6.6.13.9 An employer may request, but not require, an employee working part-time under this subclause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with 6.6.13.5.

6.6.13.10 The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be worked otherwise performed under this award.

6.7 - LONG SERVICE LEAVE

6.7.1 Employees covered by this Award shall be entitled to Long Service Leave in accordance with the Long Service Leave General Order of the Western Australian Industrial Relations Commission, that is published in Part 1 (January) of each year of the Western Australian Industrial Gazette.

6.7.2 Employees working in the Construction Industry are bound by the provisions of the Construction Industry Portable Long Service Leave Act 1985.

6.8 - JURY SERVICE

6.8.1 Any employee required to serve on a jury shall as soon as possible after being summoned to serve, notify the employer. The summons to serve must be produced when making an application to obtain this leave.

6.8.2 Any employee required to serve on a jury shall be granted by the employer leave of absence without loss of pay, but only for such a period as is required to enable the employee to carry out their duties as a juror.

6.8.3 An employee granted leave of absence on full pay as prescribed in 6.8.2 is not entitled to retain any juror's fees, but shall pay all fees received to the employer.

6.9 - INDUSTRIAL TRAINING LEAVE

An accredited Shop Steward who has been selected or nominated by the union to attend a Industrial Training Course, shall be released from duty for a maximum of two days in any one year with payment of ordinary wages as prescribed by this award, provided that:

6.9.1 The Union shall notify the employer in writing in reasonable time of such request to attend the course and the employee can be released from duty.

6.9.2 This clause shall not apply to any employer of less than five employees subject to this award.

7. - DISPUTE RESOLUTION PROCEDURE

7.1 - DISPUTE RESOLUTION PROCEDURE

7.1.1 It is the intention of the parties to this award that individual establishments should develop their own internal procedures for the avoidance of and resolution of industrial disputes.

The objectives of the procedure shall be to promote the resolution of disputes by measures based on consultation, co-operation and discussion and to avoid interruption to the performance of work and the consequential loss of production and wages. This procedure shall apply to all disputes including any questions, disputes or difficulties arising under this award.

7.1.2 In the absence of an enterprise specific procedure, the following shall appl

7.1.2.1 At all stages in the dispute resolution procedure, and to allow for the peaceful resolution of issues, the parties shall commit to the avoidance of industrial action in any form, and for work to continue uninterrupted whilst the process of dispute resolution occurs.

7.1.2.2 Depending on the issues involved, the size and function of the enterprise, and the union membership of the employees concerned, a procedure involving four stages of discussion shall apply. These are

7.1.2.2.1 Discussion between the employee/s concerned and the immediate supervisor.

7.1.2.2.2 Discussion involving the employee/s concerned, the shop steward and the employer representative.

7.1.2.2.3 Discussions involving representatives of the State Branch of the Union and employer representatives.

7.1.2.2.4 Discussions involving senior union officials and senior management representatives.

7.1.2.3 There shall be a commitment by the parties to achieve adherence to this procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

7.1.2.4 The procedure shall incorporate a requirement to document all relevant facts where requested by either of the parties.

7.1.2.5 Sensible time limits shall be allowed for the completion of the various stages of the procedure.

7.1.2.6 Where the process of discussion does not resolve the matter, the parties shall refer the matter to the Commission for resolution in accordance with the Industrial Relations Act, 1979.

8. - SAFETY AND TRAINING

8.1 - PROTECTIVE EQUIPMENT

8.1.1 The employer will provide all protective clothing including the following:

8.1.1.1 Safety Boots;

8.1.1.2 Where necessary, gloves, wet weather gear, safety glasses, ear protection and helmets, masks, goggles and safety gear for live work and such other safety gear as may be required;

8.1.2 The employer shall also provide any special tools that may be required at a particular work location.

8.2 - FIRST AID KIT

8.2.1 A first aid k it , such as is required by the law of the State in which the work is being performed, or, if there is no relevant State law, as set out hereunder, shall be provided and maintained by the employer on each job.

8.2.2 Provided that in the case where employees subject to this award are operating plant unaccompanied, at a distance of more than one kilometer from an established camp or depot or from the centre of operation of the gang to which they are attached, suitable first aid kits shall be provided for the operator of each machine.

8.2.3 In Western Australia north of the 26th parallel, first aid outfits shall, in addition to the requirements provided for in 8.2.1 or 8.2.2, contain items specified by the Royal Flying Doctor Service Authority recommendations for first aid outfit requirements for those areas. This provision shall not apply in areas to which the R.F.D.S. does not extend.

9. - REGISTERED ORGANISATION MATTERS

9.1 - RIGHT OF ENTRY TO INVESTIGATE BREACHES

9.1.1 An authorised representative of an organisation may enter, during working hours, any premises where relevant employees work, for the purpose of investigating any suspected breach of the Industrial Relations Act 1979, the Minimum Conditions of Employment Act 1993, the Occupational Safety and Health Act 1984, the Mines Safety and Inspection Act 1994 or an award, order, industrial agreement or employer-employee agreement that applies to any such employee.

9.1.2 **"Authorised representative"** in this clause has the same meaning as in 9.2.2 of Clause 9.2 – Right of Entry for Discussions with Employees.

9.1.3 For the purpose of investigating any breach, the authorised representative may:

9.1.3.1 Subject to 9.1.5, require the employer to produce for the representative's inspection, during working hours at the employer's premises or at any mutually convenient time and place, any employment records of employees or other documents, other than workplace agreements or employer-employee agreements, kept by the employer that are related to the suspected breach;

9.1.3.2 Make copies of the entries in the employment records or documents related to the suspected breach; and

9.1.3.3 During working hours, inspect or view any work, material, machinery, or appliance that is relevant to the suspected breach.

9.1.4 The employer is not required to produce an employment record of an employee if the employee is a party to an employer-employee agreement and has made a written request to the employer that the record not be available for inspection by an authorized representative.

9.1.5 An authorised representative is not allowed to enter premises where relevant employees work for the purposes of investigating a suspected breach of an employer-employee agreement to which a relevant employee is a party unless the authorized representative is authorised in writing by that relevant employee to carry out the investigation.

9.1.6 An authorised representative is not entitled to require the production of employment records or other documents unless, before exercising the power, the authorised representative has given the employer concerned:

9.1.6.1 If the records or other documents are kept on the employers premises, at least 24 hours written notice; or

9.1.6.2 If the records or other documents are kept elsewhere, at least 48 hours written notice.

9.1.7 An authorised representative shall, upon request of the occupier of the premises, show their authority before entering the premises.

9.2 - RIGHT OF ENTRY FOR DISCUSSIONS WITH EMPLOYEES

9.2.1 An authorised representative of an organisation may enter, during working hours, any premises where relevant employees work, for the purpose of holding discussions at the premises with any relevant employees who wish to participate in those discussions.

9.2.2 An **"authorised representative"** means a person who holds an author it y in force under Part II Division 2G of the Industrial Relations Act 1979 (as amended).

9.2.3 A **"relevant employee"** means an employee who is a member of an organisation or who is eligible to become a member of the organisation.

9.2.4 The authorised representative shall give at least 24 hours notice to the employer.

9.2.5 Notwithstanding 9.2.4, the Union may apply to waive the requirement to give the employer concerned notice of an intended exercise of a power if the Commission is satisfied that to give such notice would defeat the purpose for which the power is intended to be exercised.

9.3 - POSTING OF AWARD

9.3.1 The employer shall ensure that a copy of the Award is posted in all Crib rooms at work locations where employees are engaged to perform labour.

9.3.2 All employees will be provided with a copy of the Award on engagement in a form agreed with the employee. Where agreement is not reached a hard copy shall be provided.

10. - KEEPING OF RECORDS

10.1 - TIME & WAGES RECORD

10.1.1 Each employer shall keep employment records containing:

10.1.1.1 The employee's name, and if the employee is under 21 years of age, their date of birth.

10.1.1.2 Any industrial instrument that applies.

10.1.1.3 The date on which the employee commenced employment with the employer.

10.1.1.4 For each day –

10.1.1.4.1 The time at which the employee started and finished work;

10.1.1.4.2 The period or periods for which the employee was paid;

10.1.1.4.3 Details of work breaks, including meal breaks.

10.1.1.5 For each pay period –

10.1.1.5.1 The employee's designation;

10.1.1.5.2 The gross and net amounts paid to the employee under the industrial agreement;

10.1.1.5.3 All deductions and reasons for them.

10.1.1.6 All leave taken by the employee, whether paid, partly paid or unpaid.

10.1.1.7 The information necessary for the calculation of the entitlement to, and payment for long service leave under the Construction Industry Portable Long Service Leave Act 1985 or an industrial instrument.

10.1.2 **"Industrial Instrument"** means:

10.1.2.1 This Award;

10.1.2.2 An Order of the Western Australian Industrial Relations Commission; and

10.1.2.3 An Industrial Agreement.

10.1.3 An employer must ensure that records are kept in accordance with the Industrial Relations (General) Regulations 1997.

10.2 - INSPECTION OF RECORDS

10.2.1 The employer shall on the written request by a relevant person:

10.2.1.1 Produce to the person the employment records relating to the employee;

10.2.1.2 Let the person inspect the employment records;

10.2.1.3 Let the relevant person enter the premises of the employer for the purpose of inspecting the records; and

10.2.1.4 Let the relevant person take copies of or extracts from the records.

10.2.2 A "relevant person" means:

10.2.2.1 The employee concerned;

10.2.2.2 If the employee is a represented person, their representative;

10.2.2.3 A person authorised in writing by the employee; and

10.2.2.4 An officer referred to in s 93 of the Industrial Relations Act 1979 authorised in writing by the Registrar.

10.2.3 An employer shall comply with a written request under 10.2.1not later than:

10.2.3.1 At the end of the next pay period after the request is received; or

10.2.3.2 The seventh day after the day on which the request was made to the employer.

11. - SUPERANNUATION

11.1 - SUPERANNUATION

11.1.1 An employer shall pay contributions in accordance with the Superannuation Legislation on behalf of each eligible employee to an Approved Fund or scheme chosen in accordance with 11.1.3.

11.1.2 Definitions:

"Approved Fund" means a superannuation fund or scheme that is a complying superannuation fund or scheme within the meaning of the Superannuation Legislation and to which, under the governing rules of the fund or scheme, contributions may be made by or in respect of the employee permitted to nominate a fund or scheme.

"Eligible employee" means an employee who is entitled to receive employer superannuation contributions in accordance with the Superannuation Legislation.

"Ordinary time earnings" shall mean the salary, wage or other remuneration regularly received by the employee in respect of the time worked in ordinary hours and shall include shift work penalties, payments which are made for the purpose of Location Allowances or any other rate paid for all purposes of the award to which the employee is entitled for ordinary hours of work.

Provided that "**ordinary time earnings"** shall not include any payment which is for vehicle allowances, fares or travelling time allowances (including payments made for travelling related to distant work), commission or bonus.

"Relevant Fund" means an Approved Fund nominated by the employee, which is able to accept contributions from the employer.

"Superannuation Legislation" means the Federal legislation as varied from time to time, governing the superannuation rights and obligations of the parties, which includes the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993.

11.1.3 Employer Contributions:

11.1.3.1 An employer shall contribute the percentage of ordinary time earnings as required by the Superannuation Legislation per eligible employee into one of the following approved fund

11.1.3.1.1 Westscheme;

11.1.3.1.2 C+ Bus: or

11.1.3.1.3 Any Relevant Fund which is nominated by the employee.

11.1.3.2 Employer contributions shall be paid on a monthly basis for each week of service that the eligible employee completes with the employer.

11.1.3.3 No contributions shall be made for periods of unpaid leave, or unauthorised absences in excess of 38 ordinary hours or for periods of employees' compensation in excess of 52 weeks.

No contributions shall be made in respect of annual leave paid out on termination or any other payments on terminations.

11.1.4 Employees may nominate a Relevant Fund or scheme into which the contributions by an employer on behalf of the employee will be made.

11.1.4.1 The employer shall notify the employee of the entitlement to nominate an Approved Fund or scheme as a Relevant Fund as soon as practicable.

11.1.4.2 The employee and employer shall be bound by the nomination of the employee unless the employee and employer agree to change the Relevant Fund or scheme to which contributions are to be made.

11.1.4.3 The employer shall not unreasonably refuse to agree to a change of Relevant Fund or scheme requested by an employee.

11.1.4.4 The employer is required to make contributions to an Approved Fund or scheme nominated by the employer until the employee nominates a Relevant Fund or scheme.

12. - ENTERPRISE BARGAINING

12.1 - ENTERPRISE BARGAINING

12.2 - LIBERTY TO APPLY

13. - OTHER LAWS AFFECTING EMPLOYMENT

13.1 - INDUSTRIAL RELATIONS ACT 1979

www.wairc.wa.gov.au or link to

13.2 - MINIMUM CONDITIONS OF EMPLOYMENT ACT 1979

www.slp.wa.gov.au or link

13.3 - WORKPLACE RELATIONS ACT 1996

www.airc.gov.au or link tohttp://www.airc.gov.au/procedures/wra/wra.html

13.4 - SUPERANNUATION GUARANTEE (ADMINISTRATION) ACT 1992

www.austlii.edu.ausga1992430/ or link to

13.5 - OCCUPATIONAL SAFETY AND HEALTH ACT 1984

www.safetyline.wa.gov.au or link to

13.6 - EQUAL OPPORTUNITY ACT 1984

www.oeeo.wa.gov.au or link to

14. - MAJOR CONSTRUCTION PROJECTS

14 .1 - RATES AND CONDITIONS

This clause shall apply to all employees of the employer whilst they are performing work on any Civil, Commercial or Industrial project where the project value is more than $2.0 million and where there is any inconsistency between any of the provisions of this award and this clause, this clause shall apply.

14.1.1 Project Agreements

Provided that where the employer commences work on a project where a site agreement exists to which the employer is contractually obligated or where a site agreement exists between the union and the employer or their agent that provides for higher rates of pay and conditions, the conditions contained in any such site agreement will take precedence over this clause for the duration of the project.

14.1.2 Relationship to Parent Award

This clause is supplementary to and is to be interpreted wholly in conjunction with the Australian Workers Union Construction and Maintenance Award 2002 (hereinafter called “the Federal Award”). The terms and conditions of the Federal Award as at 1st June 1998 are expressly preserved by this clause as if the same was set out in full herein and shall be binding. All allowances not included in this clause shall be paid in accordance with the Federal award as varied.

14.1.3 Labour Hire

Labour Hire companies shall only be engaged following agreement with the Union.

14.1.4 Site Allowances:

New Projects Western Australia

Project Value Millions of Dollars	Site Allowance Dollars Per Hour
2.0m – 5.5m	1.65
5.5m – 13.6m	1.85
13.6m – 27.3m	2.05
27.3m – 54.5m	2.40
54.5m – 109.0m	2.85
109.0m – 163.5m	2.95
163.5m – 217.9m	3.05
217.9m – 326.9m	3.15

For projects above $326.9 million, there shall be an increment of 10 cents per additional $100m or part thereof.

14.1.4.1 The Rates shall be reviewed on 1 July each year taking account of the Consumer Price Index movement and the economic circumstances prevailing in the industry at that time.

14.1.4.2 The Site Allowance shall be adjusted up or down to the nearest 5 cents, and Project value to the nearest $100,000.

14.1.4.3 No allowance shall be claimed on any project, regardless of its location, where the project value is below $2.0 million.

14.1.5 Fares and Travelling Allowance

14.1.5.1 Where transport is not supplied by the employer and in lieu of the basic daily excess fares and travel pattern allowance, a payment per day shall be made for each day worked. This payment shall in no way limit or be construed as a payment in substitution for any other entitlement of the Federal award.

Payments shall be as follows:

6/12/04 $23.40 per day

1/3/05 $24.55 per day

14.1.6 Hours of Work, Rostered Days off and Protection of Leisure Time

14.1.6.1 Hours of Work

14.1.6.1.1 The ordinary hours of work under this clause shall notionally be 36 per week, worked between the spread of hours of 6.00 am and 6.00 pm, Monday to Friday, in accordance with Clause 3.1 – Hours of Work – Day Employees of this award.

14.1.6.1.2 To allow for the more flexible use of workforce and equipment over the available daylight hours, the ordinary daily hours may be worked between the hours of 6.00 am and 6.00 pm.

The arrangements for alteration of start and finish times will be agreed by the employer and the Union to enable later starts in winter and earlier starts during some months of summer and during expected periods of inclement weather.

In the case of special circumstances arising, the employer may seek negotiations with the union concerning further variation of the hours of work provisions on a specific project or process.

14.1.6.2 Overtime

Overtime will be worked in accordance with the provisions of the Federal Award.

Such overtime will be calculated by applying the divisor of 1/36th to the employee's weekly rate as prescribed herein.

14.1.6.3 Leisure Time Protected

Excessive overtime will not be worked by employees.

To this end the general standard of weekly hours will usually not be more than 56 per week (Monday to Saturday), provided that the aforesaid 'usual weekly hours' may, by agreement between the Union and the employer (such agreement to not be unreasonably withheld), be exceeded from time to time to meet the needs of the project, or a specific task on a project. In the absence of agreement at the site level, the matter will be subject to urgent and early review by senior management, and the Union Secretary/s or deputy, with a view to ensuring compliance with the intentions of this provision.

14.1.6.3.1 The employer is not restricted as to the setting of daily hours within the 56 hour standard;

14.1.6.3.2 It is acknowledged that additional hours are necessary for particular personnel (e.g. [without limiting the foregoing] crane crews; peggies; first aiders; hoist drivers; site security personnel), and such situations are not affected or restricted by this provision, as they are agreed to be a normal necessity of the industry;

14.1.6.3.3 If time is lost on a project due to any reason including (without limiting the foregoing) Inclement Weather, then such time may be made up by the scheduling of additional overtime up to the 56 hour standard;

14.1.6.3.4 If 56 hours is intended to be exceeded, the matter is to be subject to agreement by the Union and the employer to make themselves available for such a purpose. Agreement will not be unreasonably withheld.

Nothing in this clause shall be read as to imply that payment as for 56 hours is guaranteed, and nothing in this clause shall diminish the right of the employer to schedule a lesser weekly program of hours.

An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

14.1.6.3.5 Any risk to employee health and safety;

14.1.6.3.6 The employee's personal circumstances including any family responsibilities;

14.1.6.3.7 The needs of the workplace or enterprise;

14.1.6.3.8 The notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and

14.1.6.3.9 Any other relevant matter.

14.1.6.4 Work Cycles & Rostered Days Off

The ordinary working hours shall be worked in a 10-day/2-week cycle, Monday to Friday inclusive, with eight hours worked for each of nine days, and with 0.8 of an hour on each of those days accruing towards the tenth day, which shall be taken as a paid day off. The tenth day of the cycle shall be known as the Rostered Day Off (hereinafter called 'RDO'). Payment on such an RDO shall include the daily 'Fares & Travelling Allowance' (Clause 5.9– Travelling Allowance of this award), and any applicable Site Allowance as prescribed.

Provided that twenty-six RDO's shall be accrued by an employee in each twelve months continuous service.

14.1.6.5 Each day of paid leave taken and any holiday (as prescribed in Clause 6.4 – Public Holidays of this Award), occurring during any cycle of two weeks shall be regarded as a day worked for accrual purposes.

14.1.6.6 Upon commencement of employment, employees who have not worked, or who have not worked a complete ten day/two week cycle, shall receive pro-rata accrual entitlements for the first RDO or group of RDO's falling after their commencement of employment. Thereafter, for the duration of employment with that employer, RDO's will be paid in full as they occur.

Upon termination of employment, an adjustment will be made to ensure that the full RDO entitlement, and no more, have been provided. This means that employees then having received more RDO's than they were entitled to will have the relevant amount removed from final termination payments, and employees who have received less than their full RDO entitlement will have the outstanding amount added to final termination payments.

14.1.6.7 RDO Schedule

14.1.6.7.1 The Schedule of RDO's to be observed each year will generally be in accordance with the site.

14.1.6.7.2 Overtime will not be scheduled on any Fixed Long Weekend as agreed in the Working Day Calendar. This does not limit the right to schedule overtime on such weekends in the case of an emergency.

14.1.6.7.3 Where necessary the employer may, with the agreement of a majority of the employees, allocate work for some or all of the employees workforce to be done on a scheduled RDO provided that:

14.1.6.7.3.1 Where such agreement is reached, the Union is to be notified in writing by the employer at least seven (7) days prior to the scheduled RDO;

14.1.6.7.3.2 Such work shall be paid for at ordinary time rates of pay;

14.1.6.7.3.3 The untaken RDO will be re-scheduled to another day falling within four weeks of the originally scheduled day;

14.1.6.7.3.4 The re-scheduled RDO's shall be taken on a day or days adjacent to a weekend or in conjunction with annual leave, or as otherwise agreed by the worker and employers.

14.1.6.7.4 Provided that the scheduled RDO or any substituted day may be worked where it is required by the employer and such work is necessary to allow other employees to be employed productively or to carry out out-of-hours maintenance or because of unforeseen delays to a particular project or a section of it or for other reasons arising from unforeseen or emergency circumstances on a project in which case, in addition to accrued entitlements, the employee shall be paid penalty rates and provisions as prescribed for Sunday work in the Award.

14.1.6.8 Agreement on Alternate RDO's

14.1.6.8.1 Where an employer and a majority of that employers' employees at an enterprise or job site agree, another day may be substituted for the scheduled RDO.

14.1.6.8.2 The union shall be consulted concerning such substitution, such consultation will take place at least five working days prior to the change being implemented.

14.1.6.8.3 Where there is a dispute in relation to an alternate RDO, the matter may be determined in accordance with Clause 7.1 – Dispute Resolution Procedure of this Award.

14.1.6.9 Agreement on Banking of RDO's

14.1.6.9.1 Where an employer and an employee agree up to five RDO's may be accrued for the purpose of creating a bank to be drawn upon by the employee at times mutually agreed. Details of such banked RDO's shall be entered on to each employee's employment records. Consultation with the union will take place at least five days prior to introduction of the agreement to bank RDO's.

14.1.6.9.2 Where there is a dispute in relation to the operation of this subclause, the matter may be determined in accordance with Clause 7.1 – Dispute Resolution Procedure of this Award.

14.1.7 Redundancy

As per Clause 2.2– Redundancy of this Award.

14.1.8 Superannuation

All superannuation contributions shall be paid monthly as required by the trust deed. If contributions are to be made to C+Bus the employer will sign, a variation to the C+BUS trust deed to reflect this obligation.

Where an employee wishes to have their pay salary sacrificed for additional superannuation, the employer will comply with the employee's request without unreasonable delay. All entitlements and benefits contained in this agreement will be calculated on the pre-salary sacrifice pay rate.

15. - WERE TO GO FOR FURTHER INFORMATION

The Australian Workers' Union, West Australian Branch, Industrial Union of Workers, "Wellington Fair", Cnr. Wellington & Lord Streets, EAST PERTH 6004

Telephone	:	(08) 9221 1686
e-mail	:	administrator@awuwa.asn.au
Facsimile	:	(08) 9221 1706 www.awuwa.asn.au
Toll Free	:	1800 810 723

Western Australian Industrial Relations Commission, Level 16, 111 St. George's Terrace, PERTH 6000

Telephone	:	(08) 9420 4444
e-mail:	:	webmaster@wairc.wa.gov.au
Facsimile	:	(08) 9420 4500 www.wairc.wa.gov.au
Toll Free	:	1800 624 263

Department of Consumer & Employment Protection, 219 St. George's Terrace, PERTH 6000

Telephone	:	(08) 9282 0777
e-mail	:	online@docep.wa.gov.au
Facsimile	:	(08) 9282 0850 www.docep.wa.gov.au

Department of Consumer & Employment Protection, Labour Relations, 3rd Floor, Dumas House, 2 Havelock Street, WEST PERTH 6005

Telephone	:	(08) 9222 7700
email:	:	labourrelations@docep.wa.gov.au
Facsimile	:	(08) 9222 7777
Wageline	:	1300 655 266

Federal Award – Australian Workers Union Construction and Maintenance Award 2002

www.wagenet.gov.au
Option Two
[click Go]; type in "Search For" box AW815828
Or
control click on www.airc.gov.au/documents/current_awards/current_awards.htmland
type in "Award ID" box AW815828

16. - NAMED PARTIES

16.1 - UNION PARTY TO THE AWARD

The Australian Workers' Union West Australian Branch
Industrial Union of Workers
"Wellington Fair"
Cnr. Wellington & Lord Streets
EAST PERTH 6004

16.2 - EMPLOYER PARTIES TO THE AWARD

Advanced Traffic Management
164 Great Eastern Highway
MIDLAND 6056

Albany Traffic Control
20 Middleton Road
MIDDLETON 6330

Peel Line Marking Services
89 Cooranga Road
MANDURAH 6210

Roadwise Traffic Control
21 Wilber Street
ROSSMOYNE 6104

WA Road Projects
22-24 Eva Street
MADDINGTON 6109

V A R I A T I O N R E C O R D

The Australian Workers Union Road Maintenance, Marking and Traffic Management Award 2002

No. A 4 of 2004

Delivered 06/12/04 at 85 WAIG 177

Consolidated at

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE

1. AWARD STRUCTURE

1.1.-TITLE

1.2. ARRANGEMENT

1.3. AREA & SCOPE

1.4. TERM

1.5. DEFINITIONS

1.6. PROHIBITION OF CONTRACTING OUT OF AWARD

2.. CONTRACT OF EMPLOYMENT

2.1. CONTRACT OF SERVICE

2.2. REDUNDANCY

3.. HOURS OF WORK

3.1. HOURS OF WORK - DAY EMPLOYEES

3.2. OVERTIME - DAY EMPLOYEES

3.3. CALL OUT - DAY EMPLOYEES

3.4. SHIFT WORK

3.5. REST PERIOD

3.6. MEAL BREAKS

4.. RATES OF PAY

4.1. MINIMUM ADULT AWARD WAGE

Cl.	576/05	07/07/05	85 WAIG 2083 & 2132
Cl.	957/05	07/07/06	86 WAIG 1631 & 1686
Cl.	1/07	01/07/07	87 WAIG 1487 & 1547
Cl	115/07	01/07/08	88 WAIG 773 & 821
Cl	1/09	01/10/09	89 WAIG 735 & 1232
Cl	2/10	01/07/10	90 WAIG 568 & 763
Cl	2/11	01/07/11	91 WAIG 1008 & 1183
Cl	2/12	01/07/12	92 WAIG 992
Cl.	1/13	01/07/13	93 WAIG 662
Cl.	1/14	01/07/14	94 WAIG 885

	Cl.	1/15	01/07/15	95 WAIG 879
	Cl.	1/16	01/07/16	96 WAIG 739

4.2. WAGES

Cl.	576/05	07/07/05	85 WAIG 2083 & 2132
Cl	957/05	07/07/06	86 WAIG 1631 & 1686
Cl.	1/07	01/07/07	87 WAIG 1487 & 1547
Cl	115/07	01/07/08	88 WAIG 773 & 821
Cl	1/09	01/10/09	89 WAIG 735 & 1232
Cl	2/10	01/07/10	90 WAIG 568 & 763
Cl	2/11	01/07/11	91 WAIG 1008 & 1183
Cl	2/12	01/07/12	92 WAIG 992
Cl.	1/13	01/07/13	93 WAIG 662
Cl.	1/14	01/07/14	94 WAIG 885
Cl.	1/15	01/07/15	95 WAIG 879
Cl.	1/16	01/07/16	96 WAIG 739

4.3. CLASSIFICATION STRUCTURE

4.4. SUPPORTED WAGE

4.5. PAYMENT OF WAGES

5.. ALLOWANCES AND FACILITIES

5.1. LEADING HAND ALLOWANCE

5.2. INDUSTRY ALLOWANCE

5.3. SPECIAL RATES & PROVISIONS

5.4. REIMBURSEMENT OF EXPENSES

5.5. HIGHER DUTIES ALLOWANCE

5.6. CAMP STANDARDS

5.7. AMENITIES

5.8. MEAL MONEY

5.9 – TRAVELLING ALLOWANCE

5.11. FIRST AID ALLOWANCE

5.12. – PROTECTIVE CLOTHING

5.13. CAR ALLOWANCE

5.14. - LOCATION ALLOWANCES

Cl.	53/07	01/07/07	87 WAIG 2435
Cl.	9/08	01/07/08	88 WAIG 689
Cl.	24/09	01/07/09	89 WAIG 729
Corr. Order Schedule B (7)(a)(i)&(ii)	24/09	01/07/09	89 WAIG 2483
Cl.	117/10	01/07/10	90 WAIG 561
Cl.	24/11	01/07/11	91 WAIG 995
Cl.	6/12	01/07/12	92 WAIG 725
Cl.	7/13	01/07/13	93 WAIG 461
Cl.	11/14	01/07/14	94 WAIG 669
Cl.	118/15	01/07/15	95 WAIG 700
Cl.	15/16	01/07/16	96 WAIG 631

5.15. CLOTHING AND SPECTACLES

5.16. – INCLEMENT WEATHER

6.. LEAVE

6.1. ANNUAL LEAVE

6.2. SICK LEAVE

6.3. CARER'S LEAVE

6.4. PUBLIC HOLIDAYS

6.5. – BEREAVEMENT
LEAVE

6.6. PARENTAL LEAVE

6.7. – LONG SERVICE
LEAVE

6.8. JURY SERVICE

6.9. INDUSTRIAL TRAINING LEAVE

7.. DISPUTE RESOLUTION PROCEDURE

7.1. DISPUTE RESOLUTION PROCEDURE

8.. SAFETY AND TRAINING

8.1. – PROTECTIVE
EQUIPMENT

8.2. FIRST AID KIT

9.. REGISTERED ORGANISATION MATTERS

9.1. RIGHT OF ENTRY TO INVESTIGATE BREACHES

9.2. RIGHT OF ENTRY FOR DISCUSSIONS WITH EMPLOYEES

9.3. POSTING OF AWARD

10.. KEEPING OF RECORDS

10.1. – TIME & WAGES RECORD

10.2. – INSPECTION OF RECORDS

11.. SUPERANNUATION

11.1. SUPERANNUATION

12.. ENTERPRISE BARGAINING

12.1. - ENTERPRISE BARGAINING

12.2. LIBERTY TO APPLY

13.. OTHER LAWS AFFECTING EMPLOYMENT

13.1. INDUSTRIAL RELATIONS ACT 1979

13.2. MINIMUM CONDITIONS OF EMPLOYMENT ACT 1979

13.3. WORKPLACE RELATIONS ACT 1996

13.4. SUPERANNUATION GUARANTEE (ADMINISTRATION) ACT 1992

13.5. OCCUPATIONAL SAFETY AND HEALTH ACT 1984

13.6. EQUAL OPPORTUNITY ACT 1984

14.. MAJOR CONSTRUCTION PROJECTS

14.1. RATES AND
CONDITIONS

15.. WHERE TO GO FOR FURTHER INFORMATION

16.. NAMED PARTIES

16.1. UNION PARTY TO THE AWARD

16.2. EMPLOYER PARTIES TO THE AWARD