

Engine Drivers' (Building and Steel Construction) Award No. 20 of 1973

1. - TITLE

This award shall be known as the Engine Drivers' (Building and Steel Construction) Award No. 20 of 1973 and replaces awards and orders listed in the second schedule.

1B. - MINIMUM ADULT AWARD WAGE

- (1) No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.
- (2) The minimum adult award wage for full-time employees aged 21 or more is \$528.40 per week payable on and from the first pay period on or after 1 July 2007.
- (3) The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case Decisions.
- (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.
- (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.
- (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.
- (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.
- (8) Subject to this clause the minimum adult award wage shall –
 - (a) Apply to all work in ordinary hours.
 - (b) 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.

(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 2007 State Wage order. 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.

(10) Adult Apprentices

- (a) Notwithstanding the provisions of this clause, an apprentice, 21 years of age or more, shall not be paid less than \$448.65 per week on and from the commencement of the first pay period on

or after 1 July 2007 and \$466.65 on and from the commencement of the first pay period on or after 1 September 2007.

- (b) 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.
- (c) 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.
- (d) 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.

2. - ARRANGEMENT

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2A. - STATE WAGE PRINCIPLES - JUNE 1991

It is a term of this award that the union undertakes for the duration of the Principles determined by the Commission in Court Session in Application No. 704 of 1991 not to pursue any extra claims, award or overaward except when consistent with the State Wage Principles.

3. - AREA AND SCOPE

This award shall apply throughout the State of Western Australia to employees classified herein who are employed in the class of work engaged in by the respondents.

4. - TERM

This award shall have effect for three years from the beginning of the first pay period commencing on or after the date hereof.

5. - HOURS

- (1) (a) The provisions of this subclause apply to all employees other than those engaged on continuous shift work.
- (b) Subject to the provisions of this clause, the ordinary hours of work, shall be an average of 38 per week to be worked on one of the following bases:
 - (i) 38 hours within a work cycle not exceeding seven consecutive days; or
 - (ii) 76 hours within a work cycle not exceeding fourteen consecutive days; or
 - (iii) 114 hours within a work cycle not exceeding twenty-one consecutive days; or
 - (iv) 152 hours within a work cycle not exceeding twenty-eight consecutive days.
- (c) The ordinary hours of work may be worked on any or all days of the week, Monday to Friday, inclusive, and except in the case of shift employees, shall be worked between the hours of 7.00 a.m. and 6.00 p.m. Provided that the spread of hours may be altered by agreement between the employer and the majority of employees in the plant or section or sections concerned.
- (d) Where the first night shift in any week commences on Monday night, the night shift commencing on Friday and finishing not later than 8.00 a.m. on Saturday of that week, shall be deemed to have been worked in ordinary working hours.
- (e) The ordinary hours of work shall not exceed 10 hours on any day.

Provided that in any arrangement of ordinary working hours, where such ordinary hours are to exceed 8 hours on any day, the arrangement of hours shall be subject to the agreement between the employer and the majority of employees in the plant or section or sections concerned.
- (f) The ordinary hours of work shall be consecutive except for a meal interval which shall not exceed one hour, and
 - (i) an employee shall not be compelled to work for more than five hours without a meal interval.

- (ii) When an employee is required for duty during his usual meal interval and his meal interval is thereby postponed for more than half an hour, he shall be paid at overtime rates until he gets his meal.
- (2)
 - (a) The provisions of this subclause apply only to employees engaged on continuous shift work.
 - (b) Subject to the provisions of subclause (3) hereof, the ordinary hours of continuous shift workers shall average 38 per week (inclusive of crib time) and shall not exceed 152 hours of twenty-eight consecutive days.

Provided that, where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days.
 - (c) The ordinary hours of work prescribed herein shall not exceed 10 hours on any day. Provided that in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight hours on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees in the plant or section or sections thereof.
- (3) Except as provided in paragraph (f) hereof, the method of implementation of the 38 hour week may be any one of the following:
 - (a) by employees working less than 8 ordinary hours each day; or
 - (b) by employees working less than 8 ordinary hours on one or more days each week; or
 - (c) by fixing one day of ordinary working hours on which all employees will be off duty during a particular work cycle; or
 - (d) by rostering employees off duty on various days of the week during a particular work cycle so that each employee has one day of ordinary working hours off duty during that cycle.
 - (e) Where the ordinary hours of work are worked within an arrangement as provided in paragraph (c) or (d) of this subclause, any day off duty shall be arranged so that it does not coincide with a holiday prescribed in subclause (1) of Clause 12. - Holidays and Annual Leave of this Award.
 - (f) The method of implementation shall be in the same manner as applicable to the majority of employees engaged in a particular establishment (or section thereof) or on a particular site.
 - (g) Notice of Days Off Duty

Except as provided in paragraph (h) hereof, in cases where, by virtue of the arrangement of his ordinary working hours, an employee, in accordance with paragraphs (c) and (d) of subclause (1) hereof, is entitled to a day off duty during his work cycle, such employee shall be advised by the employer at least four weeks in advance of the day he is to take off duty.
 - (h)
 - (i) An employer, with the agreement of the majority of employees concerned, may substitute the day an employee is to take off in accordance with paragraphs (c) and (d) hereof, for another day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.
 - (ii) An employer and employee may by agreement substitute the day the employee is to take off for another day.
- (4) Notwithstanding the provisions of this clause employees previously covered by the Crane Drivers (On-Site Construction) Order No. C168 and C200 of 1982 shall have applied to them a thirty-eight hour week in the same manner as applicable to the majority of employees engaged on a particular site.

6. - CONTRACT OF SERVICE

- (1) One week's notice on either side shall be necessary to terminate the contract of service of any employee, other than a casual employee (where the notice shall be one hour). If the required notice is not given, one week's (or one hour's, in the case of a casual employee) pay shall be paid or forfeited as the case may be.
- (2) In lieu of giving the notice referred to in subclause (1) of this clause, an employer shall, in the case of an employee who has been engaged solely for construction work and who has completed one month's service with that employer, give notice to the employee on the day on which the contract of service is to end and pay the employee one week's ordinary wages: Provided that where an employee having been offered and refused further 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 him under this subclause shall be credited towards payment of any moneys due in his new employment.

7. - CASUAL EMPLOYEES

An employee engaged for less than two weeks shall be deemed a casual hand and whilst engaged as such shall be entitled to receive twenty per cent in addition to the minimum rate herein prescribed.

8. - HIGHER DUTIES

An employee engaged on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for the time he is so engaged but if he is so engaged for more than two hours of one day or shift he shall be paid the higher rate for the whole day or shift.

9. - BREAKDOWNS

The employer shall be entitled to deduct payment for any day upon which the employee cannot be usefully employed because of any strike by the union or unions affiliated with it or by any other association or union, or through any breakdown of the employer's machinery, or from any other cause for which the employer is not responsible.

10. - OVERTIME

- (1)
 - (a) Subject to the provisions of this clause all work done beyond the ordinary working hours Monday to Friday inclusive and prior to twelve noon on Saturdays, shall be paid for at the rate of time and a half for the first two hours and double time thereafter.
 - (b) All time worked on Saturday after twelve noon and on Sundays by employees who work their ordinary hours Monday to Friday shall be paid for at the rate of double time and all time worked on Saturday after twelve noon and on Sundays in excess of their ordinary hours by employees who work their ordinary hours Saturday and Sunday shall be paid for at the rate of double time.
- (2)
 - (a) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements.
 - (b) No organisation party to this award or employee or employees covered by this award, shall, in any way, whether directly or indirectly, be party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

- (3) When an employee is required for duty during any meal time whereby his meal time is postponed for more than one half hour he shall be paid at double time rates until he gets his meal.
- (4)
 - (a) Rest Period After Overtime: 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.
 - (b) An employee (other than a casual employee) who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not at least ten consecutive hours off duty between those times shall subject to paragraph (c) of this subclause, be released after completion of such overtime until he has ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
 - (c) If on the instructions of his employer, such an employee resumes or continues work without having had such ten consecutive hours off duty, he shall be paid at double time rates until he is released from duty for such period and he shall then be entitled to be absent until he has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
 - (d) When an employee is recalled to work without notification before or after leaving the job, he shall be paid for at least four hours at overtime rates. Time reasonably spent getting to and from work shall be counted as time worked.
 - (e) In computing overtime each day shall stand alone.

11. - MEAL ALLOWANCE

- (1) Where an employee, without being notified on the previous day or earlier, has to continue working after the usual knock-off time for more than two hours, he/she shall be provided with any meal required or shall be paid \$9.90 in lieu thereof, and if owing to the overtime worked, a second or subsequent meal is required he/she shall be supplied with each meal or be paid \$6.10 for each meal so required. Provided that this subclause shall not apply to an employee residing in the same locality as his/her place of employment who can reasonably return home for a meal.
- (2) Provided that where the majority of employees on a particular site are entitled to a meal allowance as prescribed by the relevant State or Federal Award after working past the usual knock-off time for one and one half hours then that condition shall apply in lieu of the two hour qualifying period contained in subclause (1).
- (3) Provided that the above subclauses shall not apply to an employee who is provided with reasonable board and lodging or who is receiving a distant job allowance in lieu thereof as provided for in Clause 23(1)(a).

12. - HOLIDAYS AND ANNUAL LEAVE

- (1)
 - (a) Subject as hereinafter provided the following days shall be regarded as holidays and shall be observed without deduction of pay - namely New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.
 - (b) When any of the days mentioned in paragraph (a) hereof falls on a Saturday or a Sunday, the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday, the holiday shall be observed on the next succeeding Tuesday. In each case, the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.

- (c) An employer shall not terminate the employment of an employee within a period of seven days preceding a holiday prescribed in this award for the purpose of avoiding the obligation imposed by this Clause.
- (2) On any public holiday not prescribed as a holiday under this award, the employer's establishment or place of business may be closed, in which case an employee need not present himself for duty and payment may be deducted, but if work be done, ordinary rates of pay shall apply.
- (3) All employees required to work on the days named in subclause (1) of this clause shall be paid for at the rate of double time and one half for all time worked on any such day.
- (4) (a) Except as hereinafter provided, a period of four consecutive weeks' leave with payment as prescribed in paragraph (b) hereof shall be allowed annually to an employee by his employer after a period of twelve months' continuous service with that employer.
 - (b) (i) An employee before going on leave shall be paid the wages he would have received in respect of the ordinary times he would have worked had he not been on leave during the relevant period.
 - (ii) Subject to paragraph (c) hereof an employee shall, where applicable, have the amount of wages to be received for annual leave calculated by including the following where applicable.
 - (aa) The rate applicable to the employee as prescribed by clause 28. - Wages of the award and;
 - (bb) Subject to paragraph (c) (ii), the rate prescribed for work in ordinary time by clauses 5. - Hours and 17. - Shift Work of the award according to the employee's roster or projected roster including Saturday shifts;
 - (cc) The rate payable pursuant to clause 8. - Higher Duties calculated on a daily basis, which the employee would have received for ordinary time during the relevant period whether on a shift roster or otherwise.
 - (dd) Any other rates to which the worker is entitled in accordance with his contract of employment for ordinary hours of work; provided that this provision shall not operate so as to include any payment which is of a similar nature to or is paid for the same reasons as or is paid in lieu of those payments prescribed by clause 22. - Allowance for Travelling and Employment in Construction Work, nor any payment which might have become payable to the employee as reimbursement for expenses incurred.
- (c) During a period of annual leave an employee shall receive a loading calculated on the rate of wage prescribed by paragraph (b) (ii) (aa) hereof. The loading shall be as follows:
 - (i) Day Employees - An employee who would have worked on day work had he not been on leave - a loading of 17-1/2 per cent.
 - (ii) Shift Employees - An employee who would have worked on shift work had he not been on leave - a loading of 17-1/2 per cent.

Provided that where the employee would have received shift loadings prescribed by clause 5. - Hours and clause 17. - Shift Work, had he not been on leave during the relevant period and such loadings would have entitled him to a greater amount than that loading of 17.5 per cent, then the shift loadings shall be added to the rate of wage prescribed by paragraph (b) (ii) (aa) hereof in lieu of the 17.5 per cent loading.

Provided further, that if the shift loadings would have entitled him to a lesser amount than the loading of 17.5 per cent then such loading of 17.5 per cent shall be added to the rate of wage prescribed by paragraph (b) (ii) (aa) hereof in lieu of the shift loadings.

The loading prescribed by this subclause shall not apply to proportionate leave on termination unless the worker's employment is terminated by his employer for any cause other than misconduct.

- (d) The provisions of this subclause shall not operate in respect of leave fully due prior to the date of this award irrespective of the date of which such leave is taken.
- (5) If any award holiday falls within an employee's period of annual leave and is observed on a day which, in the case of that employee would have been an ordinary working day, there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid.
- (6) If after one month's continuous service in any qualifying twelve monthly period an employee leaves his employment or his employment is terminated by the employer through no fault of the employee, the employee shall be paid one third of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.
- (7) Any time in respect of which an employee is absent from work, except time for which he is entitled to claim sick pay or time spent on holidays or annual leave as prescribed by this award shall not count for the purpose of determining his right to annual leave.
- (8) In the event of an employee being employed by an employer for portion only of a year, he shall only be entitled subject to subclause (6) of this clause, to such leave on full pay as is proportionate to his length of service during that period with such employer, and if such leave is not equal to the leave given to the other workers he shall not be entitled to work or pay whilst the other employees of such employer are on leave on full pay.
- (9) An employee whose employment terminates after he has completed a twelve monthly qualifying period and who has not been allowed the leave prescribed under this award in respect of that qualifying period shall be given payment in lieu of that leave or in a case to which subclause (10) or (11) of this clause apply in lieu of so much of that leave as he has not been allowed unless -
 - (a) He has been justifiably dismissed for misconduct, and
 - (b) The misconduct for which he has been dismissed occurred prior to the completion of that qualifying period.
- (10) In special circumstances and by mutual consent of the employer, the employee and the union concerned, annual leave may be taken in not more than two periods.
- (11) Notwithstanding the provisions of this clause an employer who observes a Christmas closedown for the purpose of granting annual leave may require an employee to take his annual leave in not more than two periods but neither of such periods shall be less than one week.
- (12) The provisions of this clause shall not apply to casual employees.

13. - BOARD OF REFERENCE

- (1) The Commission hereby appoints for the purposes of this award, a Board of Reference consisting of a Chairman and two other members who shall be appointed pursuant to section 48 of the Industrial Arbitration Act 1979.
- (2) The Board of Reference is hereby assigned the function of determining any dispute between the parties in relation to any matter which under this award may be allowed, approved, fixed, determined or dealt with by a Board of Reference.

14. - RECORD

- (1) In addition to the requirements of the Industrial Relations (General) Regulations 1997, each employer shall keep a record, on a separate page for each employee, from which can be readily ascertained the following:
 - (a) the name of each employee and his/her classification;
 - (b) each day worked, the hours worked each day, including time of starting and finishing work each day, overtime hours worked and meal breaks taken;
 - (c) the gross amount of ordinary wages, overtime wages, special rates and specific allowances paid each week;
 - (d) the amount of each deduction and the nature thereof;
 - (e) the net amount of wages and allowances paid each week;
 - (f) any relevant records which detail taxation deductions and remittances to the Australian Taxation Office, including those payments made as PAYE tax whether under a Group Employer's Scheme or not;
 - (g) where an employer is required to make payments to the Construction Industry Long Service Leave Board, a certificate or other documentation from the Board which will confirm the employer's registration, the date of the last payment, and the period for which that payment applies;
 - (h) the employer's and the employee's Occupational Superannuation Scheme number and the contribution returns by the employer to the Scheme on behalf of the employee, where such benefit applies; and
- (2) In addition, the employer shall record the location of the job if it is outside the Perth Metropolitan area.
- (3) The employer shall provide evidence of the employer's current Workers Compensation Policy or other satisfactory proof of insurance such as a renewal certificate.
- (4) Subject to subclause (6) of this clause, all records and documentation referred to in subclauses (1), (2), and (3), or copies thereof, shall be available for inspection by a duly accredited official under the rules of an organisation of employees bound by this Award during the usual office hours, at the employer's office or other convenient place. If desired, the official may take extracts from the records and documentation.

Before exercising the power of inspection, reasonable notice of not less than 24 hours of the intention to inspect the records must be given to the employer by the union or duly accredited union official.
- (5) If the secretary of the union reasonably suspects that a breach of the award has occurred, copies of the appropriate records may, by agreement, be provided to the official for retention, or sent to the union office within seven days of notification of the suspected breach.
- (6) The employer may refuse the representative access to the records if the employer:
 - (a) is of the opinion that access to the records by a duly accredited official of the organisation of employees would infringe the privacy of persons who are not members of the union;
 - (b) undertakes to produce the records to an Industrial Inspector within 48 hours of being notified of the requirements to inspect by the Union official; and
 - (c) complies with the undertaking to produce the records to an Industrial Inspector.

15. - ABSENCE THROUGH SICKNESS

- (1)
 - (a) An employee who is unable to attend or remain at his 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.
 - (b) Entitlement to payment shall accrue at the rate of one sixth of a week for each completed month of service with the employer.
 - (c) If in the first or successive years of service with the employer an employee is absent on the ground of personal ill health or injury for a period longer than his 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.
- (2) The unused portions of the entitlement to paid sick leave in any one year shall accumulate from year to year and subject to this clause may be claimed by the employee if the absence by reason of personal ill health or injury exceeds the period for which entitlement has accrued during the year at the time of the absence. Provided that an employee shall not be entitled to claim payment for any period exceeding ten weeks in any one year of service.
- (3) To be entitled to payment in accordance with this clause the employee shall as soon as reasonably practicable advise the employer of his inability to attend for work, the nature of his illness or injury and the estimated duration of the absence. Provided that such advice, other than in extraordinary circumstances shall be given to the employer within 24 hours of the commencement of the absence.
- (4) The provisions of this clause do not apply to an employee who fails to produce a certificate from a medical practitioner dated at the time of the absence or who fails to supply such other proof of the illness or injury as the employer may reasonably require provided that the employee shall not be required to produce a certificate from a medical practitioner with respect to absences of two days or less unless after two such absences in any year of service the employer requests in writing that the next and subsequent absences in that year if any, shall be accompanied by such certificate.
- (5)
 - (a) Subject to the provisions of this subclause, the provisions of this clause apply to an employee who suffers personal ill health or injury during the time when he is absent on annual leave and an employee may apply for and the employer shall grant paid sick leave in place of paid annual leave.
 - (b) Application for replacement shall be made within seven days of resuming work and then only if the employee was confined to his place of residence or a hospital as a result of his personal ill health or injury for a period of seven consecutive days or more and he produces a certificate from a registered medical practitioner that he was so confined. Provided that the provisions of this paragraph do not relieve the employee of the obligation to advise the employer in accordance with subclause (3) of this clause if he is unable to attend for work on the working day next following his annual leave.
 - (c) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave to which the employee was entitled at the time he proceeded on annual leave and shall not be made with respect to fractions of a day.
 - (d) Where paid sick leave has been granted by the employer in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the employee or, failing agreement, shall be added to the employee's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions of clause 12. - Holidays and Annual Leave.
 - (e) Payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in clause 12. - Holidays and Annual Leave shall be deemed to have been paid with respect to the replaced annual leave.

- (6) Where a business has been transmitted from one employer to another and the employee's service has been deemed continuous in accordance with subclause (3) of clause 2 of the Long Service Leave provisions published in volume 59 of the Western Australian Industrial Gazette at pages 1 - 6, the paid sick leave standing to the credit of the employee at the date of transmission from service with the transmittor shall stand to the credit of the employee at the commencement of service with the transmittee and may be claimed in accordance with the provisions of this clause.
- (7) The provisions of this clause with respect to payment do not apply to employees who are entitled to payment under the Workers' Compensation Act nor to employees whose injury or illness is the result of the employee's own misconduct.
- (8) The provisions of this clause do not apply to casual employees.

16. - BEREAVEMENT LEAVE

An employee shall, on the death within Australia of a wife, husband, father, mother, brother, sister, child or stepchild, be entitled on notice, to leave without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days of work. Proof of such death shall be furnished by the employee to the satisfaction of his employer.

Provided that this subclause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement leave.

For the purposes of this subclause, the words "wife" shall include a defacto wife.

17. - SHIFT WORK

- (1) For the purpose of this clause -
 - "Day Shift" means any shift starting at 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 forty-eight hours' notice.
- (2) There shall be a roster of shifts which shall -
 - (a) provide for rotation unless all the employees concerned desire otherwise;
 - (b) provide for not more than eight shifts to be worked in any nine consecutive days.

So far as employees present themselves for work in accordance therewith shifts shall be worked according to the roster.
- (3) Overtime: Work done by shift employees in excess or outside the ordinary working hours of their shift or on a shift other than a rostered shift shall be paid for at the rate of double time. But this shall not apply to arrangements between the employees themselves or in cases due to rotation of shift or when the relief does not come on duty at the proper time; for all time of duty after he has finished his ordinary shift such unrelieved employee shall be paid at the rate of time and a half for the first eight hours and double time thereafter.
- (4)
 - (a) A shift employee employed for at least five consecutive shifts on afternoon or night shift, other than a Saturday or Sunday or holiday, shall be paid for each such shift 50% more than his ordinary wage.

The observance of a holiday in any week shall not be regarded as a break in continuity for the purpose of this subclause.

- (b) A shift employee employed for less than five consecutive shifts on afternoon or night shift shall be paid at the rate of time and one half for the first two hours and double time thereafter.

Provided that when a job finishes after proceeding on shift work for more than five days, or the employee terminates his services during the week, he shall be paid at the rate specified in (a) hereof.

- (c) Notwithstanding (a) hereof, employees employed on civil engineering undertakings whilst so employed for at least five consecutive shifts on afternoon or night shift, other than on a Saturday or Sunday or holiday, shall be paid for such shift 15% more than his ordinary wage.
- (d) The provisions contained within (b) hereof shall be applied mutatis mutandis to the employees described within (c) hereof.
- (5) Sundays and Holidays: Subject to this clause the provisions of subclause (1)(b) of Clause 10. - Overtime and subclause (1) (a) of Clause 12. - Holidays and Annual Leave 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 holiday, that shift the major portion of which falls on a Sunday or a holiday shall be regarded as the Sunday or holiday shift.

18. - REPRESENTATIVE INTERVIEWING WORKERS

Consistent with the terms of the Labour Relations Legislation Amendment Act 1997 and S.23(3)(c)(iii) of the Industrial Relations Act a representative of the Union shall not exercise the rights under this clause with respect to entering any part of the premises of an employer unless the employer is the employer, or former employer, of a member of the Union.

An accredited representative of the union shall with the consent of the employer be permitted to inspect the working place of the employer at all reasonable times and interview the employees covered by this award, provided that work is not interfered with.

19. - PAYMENT OF WAGES

- (1) Each employee shall be paid the appropriate rate shown in Clause 27. - Wages of this award. Subject to subclause (2) of this clause payment shall be pro rata where less than the full week is worked.
- (2) From the date that a 38-hour week system is implemented by an employer wages shall be paid as follows:-

- (a) Actual 38 ordinary hours

In the case of an employee whose ordinary hours of work are arranged in accordance with paragraph (a) or (b) of subclause (3) of Clause 5. - Hours so that he works 38 ordinary hours each week, wages shall be paid weekly or fortnightly according to the actual ordinary hours worked each week or fortnight.

- (b) Average of 38 ordinary hours

Subject to subclauses (3) and (4) hereof, in the case of an employee whose ordinary hours or work are arranged in accordance with paragraph (c) or (d) of subclause (3) of Clause 5. - Hours so that he works an average of 38 ordinary hours each week during a particular work cycle, wages shall be paid weekly or fortnightly according to a weekly average of ordinary

hours worked even though more or less than 38 ordinary hours may be worked in any particular week of the work cycle.

SPECIAL NOTE - Explanation of Averaging System

As provided in paragraph (b) of this subclause an employee whose ordinary hours may be more or less than 38 in any particular week of a work cycle, is to be paid his wages on the basis of an average of 38 ordinary hours so as to avoid fluctuating wage payments each week. An explanation of the averaging system of paying wages is set out below:

- (i) Paragraphs (c) and (d) of subclause (3) of Clause 5. - Hours provides that in implementing a 38-hour week the ordinary hours of an employee may be arranged so that he is entitled to a day off, on a fixed day or rostered day basis, during each work cycle. It is in these circumstances that the averaging system would apply.
- (ii) If the 38 hour week is to be implemented so as to give an employee a day off in each work cycle this would be achieved if, during a work cycle of 28 consecutive days (that is, over four consecutive weeks) the employee's ordinary hours were arranged on the basis that for three of the four weeks he worked 40 ordinary hours each week and in the fourth week he worked 32 ordinary hours. That is, he would work for 8 ordinary hours each day, Monday to Friday inclusive for three weeks and 8 ordinary hours on four days only in the fourth week - a total of 19 days during the work cycle.
- (iii) In such a case the averaging system applies and the weekly wage rates for ordinary hours of work applicable to the employee shall be the average weekly wage rates set out for the employee's classification in Clause 27. - Wages of this award, and shall be paid each week even though more or less than 38 ordinary hours are worked that week.

In effect, under the averaging system, the employee accrues a "credit" each day he works actual ordinary hours in excess of the daily average which would otherwise be 7 hours 36 minutes. This "credit" is carried forward so that in the week of the cycle that he works on only four days, his actual pay would be for an average of 38 ordinary hours even though, that week, he works a total of 32 ordinary hours.

Consequently, for each day an employee works 8 ordinary hours he accrues a "credit" of 24 minutes (0.4 hours). The maximum "credit" the employee may accrue under this system is 0.4 hours on 19 days; that is, a total of 7 hours 36 minutes.

- (iv) As provided in subclause (3) of this clause, an employee will not accrue a "credit" for each day he is absent from duty other than on annual leave, long service leave, holidays prescribed under this award, paid sick leave, workers' compensation or bereavement leave.

(3) Absences from Duty

- (a) An employee whose ordinary hours are arranged in accordance with paragraph (c) or (d) of subclause (3) of Clause 5. - Hours and who is paid wages in accordance with paragraph (a) of subclause (2) hereof and is absent from duty (other than on annual leave, long service leave, holidays prescribed under this award, paid sick leave, workers' compensation or bereavement leave) shall, for each day he is so absent, lose average pay for that day calculated by dividing his average weekly wage rate by 5.

An employee who is so absent from duty for part of a day shall lose average pay for each hour he is absent by dividing his average daily pay rate by 8.

- (b) Provided when such an employee is absent from duty for a whole day he will not accrue a "credit" because he would not have worked ordinary hours that day in excess of 7 hours 36 minutes for which he would otherwise have been paid. Consequently, during the week of the work cycle he is to work less than 38 ordinary hours he will not be entitled to average pay for

that week. In that week, the average pay will be reduced by the amount of the "credit" he does not accrue for each whole day during the work cycle he is absent.

The amount by which an employee's average weekly pay will be reduced when he is absent from duty (other than on annual leave, long service leave, holidays prescribed under this award, paid sick leave, workers' compensation or bereavement leave) is to be calculated as follows:-

Total of "credits" not accrued during cycle x average weekly pay 38

Examples

(An employee's ordinary hours are arranged so that he works 8 ordinary hours on five days of each week for 3 weeks and 8 ordinary hours on four days of the fourth week).

- 1 Employee takes on day off without authorization in first week of cycle

<u>Week of Cycle</u>	<u>Payment</u>
1st week	= average weekly pay <u>less</u> one day's pay (ie. 1/5th)
2nd & 3rd weeks	= average weekly pay each week
4th Week	= average pay <u>less</u> credit not accrued on day of absence = average pay <u>less</u> 0.4 hours x (average weekly pay / 38)

2. Employee takes each of the 4 days off without authorization in the 4th week.

<u>Week of Cycle</u>	<u>Payment</u>
1st, 2nd & 3rd weeks	= average pay each week
4th week	= average pay <u>less</u> 4/5ths of average pay for the four days absent <u>less</u> total of credits not accrued that week = 1/5th average pay <u>less</u> 4 x 0.4 hours x (average weekly pay / 38) = 1/5th average pay <u>less</u> 1.6 hours x (average weekly pay / 38)

(4) Alternative Method of Payment

An alternative method of paying wages to that prescribed by subclause (2) and (3) of this clause may be agreed between the employer and the majority of the employees concerned.

(5) Day Off Coinciding with Pay Day

In the event that an employee, by virtue of the arrangement of his ordinary working hours, is to take a day off duty on a day which coincides with pay day, such employee shall be paid no later than the working day immediately following pay day. Provided that, where the employer is able to make suitable arrangements, wages may be paid on the working day preceding pay day.

(6) Payment by Cheque

Where an employer and employee agree, the employee may be paid his wages by cheque.

(7) Termination of Employment

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

Provided that in the case of an employee whose ordinary hours are arranged in accordance with paragraph (c) or (d) of subclause (3) of Clause 5. - Hours and who is paid average pay and who has not taken the day off due to him during the work cycle in which his employment is terminated, the wages due to that employee shall include a total of credits accrued during the work cycle as detailed in the Special Note following paragraph (b) of subclause (2) of this clause.

Provided further, where the employee has taken a day off during the work cycle in which his employment is terminated, the wages due to that employee shall be reduced by the total of credits which have not accrued during the work cycle.

(8) Details of Payments to be given

Where an employee requests his employer to state in writing with respect to each week's wages the amount of wages to which he is entitled, the amount of deductions made therefrom, the net amount being paid to him, and the number of hours worked, the employer shall do so not less than two hours before the employee is paid.

(9) Calculation of Hourly Rate

Except as provided in subclause (3) of this clause the ordinary rate per hour shall be calculated by dividing the appropriate weekly rate by 38.

20. - CHANGE ROOM

The employer shall provide a suitable change room where the employees may change their clothes.

21. - FIRST AID

An adequate first aid kit, maintained by the employer, shall be provided on the site.

22. - ALLOWANCE FOR TRAVELLING AND EMPLOYMENT IN CONSTRUCTION WORK

- (1) All employees required on any day to report directly to the job shall be paid the following allowance to compensate for travel patterns and costs peculiar to the industry, which include mobility requirements of employees and the nature of employment in the work covered by this award -
- (a) On places of work within a radius of 50 kilometres from the General Post Office, Perth \$13.30 per day.
 - (b) For each additional kilometre up to a radius of 60 kilometres from the General Post Office, Perth 73 cents per kilometre.
 - (c) Subject to the provisions of paragraph (d) of this subclause, work performed at a place beyond a 60 kilometre radius from the General Post Office, Perth, shall be deemed to be distant work unless the employer and the employees, with the consent of the union, agree in any particular case that the travelling allowances for such work shall be paid under this clause in which case an additional allowance of 73 cents per kilometre shall be paid for each kilometre in excess of the 60 kilometres.
 - (d) In respect of work carried out from an employer's depot situated more than 60 kilometres from the General Post Office, Perth the main Post Office in the town in which such depot is situated shall be the centre for the purpose of calculating the allowance to be paid.
 - (e) Where transport to and from the job is provided by the employer from and to his depot or such other place more convenient to the employee and is mutually agreed upon between the employer and the employee, half the rates prescribed above shall be paid.

- (2) 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. Provided that if an employer requests the employee to use his/her own vehicle the employer shall pay a car allowance of not less than 73 cents per kilometre for each kilometre the employee travels in response to such request.
- (3) Where employees are required to travel to and from work in the employer's vehicle, the employer shall provide the vehicle suitable seating, accommodation, together with a fly or other cover to protect employees from the weather.

Explosives or goods or materials entailing risk to employees shall not be carried on vehicles while such vehicles are being used for the conveyance of employees to and from the place of work.

23. - DISTANT WORK

- (1) Where an employee is engaged or selected or advised by an employer to proceed to work at such a distance that he cannot return to his home each night and the employee does so, the employer shall -
 - (a) provide the employee with reasonable board and lodging; or
 - (b) pay an allowance of \$338.60 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 end of the employment on a distant job, the allowance shall be \$48.40 per day.

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 a Board of Reference for determination.
- (2) The provisions of subclause (1) of this clause do not apply with 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, he may deduct from moneys 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.
- (3) Subject to the provisions of subclause (5) of this clause:
 - (a) 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 his employer to proceed to the locality of the site and who complies with such direction.
 - (b) 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.
- (4)
 - (a) An employee who works as required during the ordinary hours of work on the working day before and the working day after a week-end and who notifies the employer or his/her representative, not later than Tuesday of each week, of his/her intention to return to his/her usual place of residence at the week-end and who returns to his/her usual place of residence for the week-end, shall be paid an allowance of \$27.10 for each such occasion.
 - (b) Paragraph (a) of this subclause shall not apply to an employee who is receiving the payment prescribed in subclause (1) of this clause in lieu of board and lodging being provided by the employer.
 - (c) When an employee returns to his usual place of residence for a week-end or part of a week-end and does not absent himself from the job for any of the ordinary working hours, no reduction of the allowance prescribed in paragraph (b) of subclause (1) of this clause shall be made.

- (5) Where an employee who, after one month of employment with an employer, leaves his employment, or whose employment, is terminated by his employer "except for incompetency, within one working week of his commencing work on the job or for misconduct" and in either instance subject to the provisions of Clause 6. - Contract of Service of this award returns to the place from whence he first proceeded to the locality, or to a place less distant than or equidistant to the place where he first proceeded, the employer shall pay all expenses - including fares, transport of tools, meals and, if necessary, suitable overnight accommodation - incurred by the employee in so returning. Provided that the employer shall in no case be liable to pay a greater amount under this subclause than he would have paid if the employee had returned to the locality from which he first proceeded to the job.
- (6) On work north of the 26th parallel of South Latitude the following provisions apply:-
- (a) 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 he continues to work for three months, or, if the work ceases sooner, for so long as the work continues.
- (b) If the employee continues to work for the employer for at least six months or if the work ceases sooner, for so long as the work continues, 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.
- (7) Where an employee, supplied with board and lodging by his/her employer, is required to live more than 800 metres from the job he/she shall be provided with suitable transport to and from that job or be paid an allowance of \$16.10 per day provided that where the time actually spent in travelling either to or from the job exceeds 20 minutes, that excess time shall be paid for at ordinary rates whether or not suitable transport is supplied by the employer.
- (8) 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 he cannot return to his home each night and where such construction work is located north of the 26th parallel of south latitude or in any other area to which air transport is the only practicable means of travel:-
- (a) An employee may return to his home or to Perth or to any other place at a week-end to be mutually agreed upon between the employee and his employer:
- (i) after four continuous months' service with his employer and, in addition to the week-end, the employee shall be entitled to two days' leave on ordinary pay subject to the provisions of paragraph (b) hereof, and
- (ii) after each further period of four months' continuous service with his employer and, in addition to the week-end, the employee shall be entitled to two days' leave, one of which day shall be on ordinary pay subject to the provisions of paragraph (b) hereof.
- (b) Where an employee returns home or to Perth or any other place in accordance with the provisions of this subclause and returns to the job and commences work at the time arranged with his employer, on the first working day for that work immediately following the period of leave referred to in paragraph (a) hereof, 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 paragraph (a) hereof 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 air fare from the job to Perth and return.
- (c) The entitlement to leave and travelling accruing to an employee pursuant to subclause (a) hereof 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.
- (9) Any time in respect of which an employee is absent from work except time for which he is entitled to claim payment pursuant to Clause 15. - Absence Through Sickness or time spent on holidays pursuant

to subclause (1) of Clause 12. - Holidays and Annual Leave shall not count for determining his rights to travel and leave under the provisions of subclause (8) of this clause.

24. - ALLOWANCES AND SPECIAL PROVISIONS

- (1) An employee required to work in a place where the temperature has been raised by artificial means to between 46° and 54° Celsius shall be paid \$0.48 per hour or part thereof in addition to the rates otherwise prescribed in this award, or in excess of 54° Celsius shall be paid \$0.58 per hour or part thereof in addition to the said rates.
- (2) Dirt Money: a dirt allowance of \$0.48 per hour or part thereof shall be payable in connection with work deemed to be unusually dirty; cases of dispute to be settled by a Board of Reference.
- (3) Height Allowance:
 - (a) Tower crane drivers shall be paid a height allowance in accordance with the following schedule, the height to be measured from ground level, i.e. street level to floor of crane cabin:

From ground level up to and including 30 metres - \$0.37 per hour.

Over 30 metres and up to 45 metres - \$0.46 per hour.

Over 45 metres and up to 60 metres - \$0.78 per hour.

Over 60 metres - \$0.37 per hour additional for each 15 metres over 60 metres.
 - (b) Mobile crane drivers, when employed for any day or part thereof on a building site where a multi storey building is being or is to be constructed shall be paid a multi-storey allowance in accordance with the following table:-

From commencement of building to 15th floor level - \$0.37 per hour extra.

From 16th floor level to 30th floor level - \$0.46 per hour extra.

From 31st floor level to 45th floor level - \$0.69 per hour extra.

From 46th floor level to 60th floor level - \$0.89 per hour extra.

From 61st floor level onwards - \$1.14 per hour extra.

25. - LOCATION ALLOWANCES

- (1) Subject to the provisions of this clause, in addition 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 prescribed 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	\$18.10
Argyle	\$47.80
Balladonia	\$18.30
Barrow Island	\$31.10
Boulder	\$7.60
Broome	\$29.00
Bullfinch	\$8.50
Carnarvon	\$14.80
Cockatoo Island	\$31.80
Coolgardie	\$7.60
Cue	\$18.50

Dampier	\$25.20
Denham	\$14.80
Derby	\$30.10
Esperance	\$5.40
Eucla	\$20.30
Exmouth	\$26.30
Fitzroy Crossing	\$36.50
Goldsworthy	\$16.00
Halls Creek	\$41.90
Kalbarri	\$6.30
Kalgoorlie	\$7.60
Kambalda	\$7.60
Karratha	\$30.10
Koolan Island	\$31.80
Koolyanobbing	\$8.50
Kununurra	\$47.80
Laverton	\$18.40
Learmonth	\$26.30
Leinster	\$18.10
Leonora	\$18.40
Madura	\$19.30
Marble Bar	\$46.00
Meekatharra	\$15.90
Mount Magnet	\$19.90
Mundrabilla	\$19.80
Newman	\$17.40
Norseman	\$15.70
Nullagine	\$45.90
Onslow	\$31.10
Pannawonica	\$23.50
Paraburdoo	\$23.40
Port Hedland	\$25.00
Ravensthorpe	\$9.60
Roebourne	\$34.60
Sandstone	\$18.10
Shark Bay	\$14.80
Shay Gap	\$16.00
Southern Cross	\$8.50
Telfer	\$42.50
Teutonic Bore	\$18.10
Tom Price	\$23.40
Whim Creek	\$29.80
Wickham	\$28.90
Wiluna	\$18.40
Wittenoom	\$40.70
Wyndham	\$45.00

(2) Except as provided in subclause (3) of this clause, an employee who has:

- (a) a dependant shall be paid double the allowance prescribed in subclause (1) of this clause;
- (b) a partial dependant shall be paid the allowance prescribed in subclause (1) of this clause plus the difference between that rate and the amount such partial dependant is receiving by way of a district or location allowance.

(3) Where an employee:

- (a) is provided with board and lodging by his/her employer, free of charge; or

- (b) 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 $66\frac{2}{3}$ per cent of the allowances prescribed in subclause (1) of this clause.
- (4) Subject to subclause (2) of this clause, 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) Where an employee is on annual leave or receives payment in lieu of annual leave he/she shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.
- (6) Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid location allowance for the period of such leave he/she remains in the location in which he/she is employed.
- (7) For the purposes of this clause:
- (a) "Dependant" shall mean -
- (i) a spouse or defacto partner; or
- (ii) a child where there is no spouse or defacto 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.
- (b) "Partial Dependant" shall mean a "dependant" as prescribed in paragraph (a) of this subclause who receives a location allowance which is less than the location allowance prescribed in subclause (1) of this clause 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.
- (8) Where an employee is employed in a town or location not specified in this clause the allowance payable for the purpose of subclause (1) of this clause shall be such amount as may be agreed between Australian Mines and Metals Association, the Chamber of Commerce and Industry of Western Australia and the Trades and Labor Council of Western Australia or, failing such agreement, as may be determined by the Commission.
- (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.

26. - LONG SERVICE LEAVE

Up to and including 5 January 1987, the provisions set out in Volume 66 of the Western Australian Industrial Gazette at pages 1 - 4, both inclusive, are hereby incorporated in and form part of this award.

On and from 6 January 1987 the provisions of the Construction Industry Portable Paid Long Service Leave Act 1985 are hereby incorporated in and form part of this Award.

27. - WAGES

The weekly wage to be paid to all employees shall be as follows:-

- (1) When an employee is engaged on building or steel construction work on site in or in connection with -
- (a) the construction, erection, repair, renovation, maintenance, ornamentation, alteration or demolition of a large industrial undertaking or any large civil engineering project or any multi-storey building; or
 - (b) the construction, erection, repair, renovation, maintenance, ornamentation, alteration or demolition of any structure or civil engineering project which the employer and the union agree, or in the event of disagreement, which the Board of Reference declares to be construction work,

shall consist of the sum of the base rate reflected in Column "A" of subclause (2) and the amounts reflected in subclauses (3), (4) and (5) of this clause.

For an employee engaged on other work than that specified above in (a) or (b) the weekly wage shall consist of the sum of the base rate reflected in Column "B" of subclause (2), and the amounts reflected in subclauses (3), (4) and (5) of this clause.

(2)

Edit Note: Actual weekly amount utilises formula see subclause (6).

Columns added for administrative purposes and reflect sub-clauses 3-5.

CLASSIFICATION	COLUMN A" BASE RATES\$	Supplementary Payment\$	Industry Allowance\$	Actual Weekly Rate amount	A.S.N.A.	Special Allowance	TOTAL WAGE \$
0 to 8 tonnes	358.40	52.10	20.57	444.80	205.00	7.70	657.50
8 to 15 tonnes	368.40	52.10	20.57	455.10	205.00	7.70	667.80
15 to 40 tonnes	376.90	52.10	20.57	463.80	203.00	7.70	674.50
40 to 80 tonnes	383.60	52.10	20.57	470.80	203.00	7.70	681.50
80 to 100 tonnes	388.70	52.10	20.57	476.00	203.00	7.70	686.70
100 to 140 tonnes	396.30	52.10	20.57	483.90	203.00	7.70	694.60
140 to 180 tonnes	406.30	52.10	20.57	494.20	203.00	7.70	704.90
180 to 220 tonnes	419.70	52.10	20.57	508.00	203.00	7.70	718.70
Over 220 tonnes	437.10	52.10	20.57	526.00	205.00	7.70	738.70
Tower Crane	400.10	52.10	20.57	487.80	203.00	7.70	698.50

CLASSIFICATION	"COLUMN B" BASE RATE \$	Supplementary Payment\$	Industry Allowance\$	Actual Weekly Rate amount	A.S.N.A.	Special Allowance	TOTAL WAGE \$
0 to 8 tonnes	334.00	52.10	20.57	419.60	205.00	7.70	632.30
8 to 15 tonnes	340.60	52.10	20.57	426.40	205.00	7.70	639.10
15 to 40 tonnes	348.40	52.10	20.57	434.40	203.00	7.70	645.10
40 to 80 tonnes	354.40	52.10	20.57	440.60	203.00	7.70	651.30
80 to 100 tonnes	359.10	52.10	20.57	445.50	203.00	7.70	656.20
100 to 140 tonnes	366.00	52.10	20.57	452.60	203.00	7.70	663.30
140 to 180 tonnes	374.80	52.10	20.57	461.70	203.00	7.70	672.40
180 to 220 tonnes	386.90	52.10	20.57	474.20	203.00	7.70	684.90
Over 220 tonnes	403.10	52.10	20.57	490.90	203.00	7.70	701.60
Stiff Leg Crane	354.70	52.10	20.57	440.90	203.00	7.70	651.60

- (3) (a) Supplementary Payment

Employees shall be paid an additional payment of \$52.10 which shall be added to the base rate specified in subclause (2) hereof for the purpose of calculating the actual weekly rate.

The supplementary payment set out in this clause represents a payment in lieu of equivalent overaward payments

(b) Arbitrated Safety Net Payment

Employees shall be paid an arbitrated safety net payment of \$205.00 or \$203.00 which shall be added to the base rate specified in subclause (2) hereof for the purpose of calculating the actual weekly rate.

The rates of pay in this award include arbitrated safety net adjustments available since December 1993, under the Arbitrated Safety Net Adjustment Principle.

These arbitrated safety net adjustments may be offset against any equivalent amount in the rate of pay received by employees since 1 November 1991 above the rate prescribed in the Award, except where such absorption is contrary to the terms of an industrial agreement.

Increases in rates of pay otherwise made under the State Wage Case Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

(4) Special Allowance

In addition to the base rate specified in subclause (2) hereof employees shall be paid for all purposes of the award a special allowance \$7.70 per week and such allowance shall not be altered as a consequence of wage indexation decisions.

(5) Industry Allowance

In addition to the rates specified in subclause (2) an industry allowance of \$20.57 per week should be paid to all employees under this award to compensate for the disabilities usually associated with building and steel construction work.

(6) Actual Weekly Rate

The actual weekly rate shall be calculated by multiplying the sum of the appropriate amounts prescribed in subclause (2), subclause (3) (a) and subclause (5) hereof by 52 on 50.4. This subtotal shall be rounded to the nearest ten cents and then have added to it the Arbitrated Safety Net Payment prescribed in subclause (3) (b) and the Special Allowance prescribed in subclause (4) hereof.

(7) Overaward Payment

For the purposes of this clause, overaward payment is defined as the amount in rates of pay which an employee would receive in excess of the minimum award wage (ie base rate, arbitrated safety net and supplementary payment) as prescribed in this award for the classification in which such employee is engaged. Provided that this definition shall exclude overtime, shift allowances, penalty rates, expense related allowances, industry allowances, disability allowances, location allowances, special rates or allowances, responsibility allowances and any other ancillary payments of a like nature prescribed by this award.

28. - SITE ALLOWANCE

The Construction, Forestry, Mining and Energy Union of Workers on behalf of its members may request an employer to consider a site allowance to compensate for all special factors and/or disabilities on a project.

Where the parties have considered the merit of the claim and have agreed on a proposed rate, it shall be referred to the Commission for ratification.

Where agreement cannot be reached, the parties shall refer the matter to the Commission which shall determine an appropriate rate, if any, to compensate for such special factors and/or disabilities. Provided, however, that the Commission may decide that such site allowance shall be paid in lieu of any of the special rates related to conditions on the site as prescribed in subclauses (1) and (2) of Clause 24. - Allowances and Special Provisions.

The Commission shall ratify or determine such matters on the criteria outlined in the Full Bench Decision of the Australian Conciliation and Arbitration Commission dated 25 February, 1983 (Print F1957).

Where the procedure prescribed by this clause is being followed, work shall continue normally.

A site allowance determined in accordance with this clause shall be deemed to be prescribed by this award.

29. - JURY SERVICE

An employee required to attend for jury service during his ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his attendance for such jury service and the amount of wages he would have received in respect of the ordinary time he would have worked inclusive of the time worked for accrual purposes as prescribed in Clause 5. - Hours or Clause 17. - Shift Work of this award had he not been on jury service.

30. - ACCIDENT PAY

- (1) An employer shall pay an employee accident pay where the employee receives an injury for which weekly payments of compensation are payable by or on behalf of the employer pursuant to the Workers Compensation and Assistance Act 1981 (the Act) as amended or replaced from time to time.
- (2) "Accident Pay" means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the Act and the employee's appropriate 38 hour rate under this award and accrued entitlements as prescribed in Clause 5. - Hours of Clause 17. - Shift Work of this award or, where the incapacity is for a period of less than one week, the difference between the amount of compensation and the award rate for that period.
- (3) An employer shall pay, or cause to be paid, accident pay during the incapacity of the employee within the meaning of the Act until such incapacity ceases or until the expiration of a period of 26 weeks from the date of injury, whichever event shall first occur.
- (4) The liability of the employer to pay accident pay in accordance with this clause shall arise as at the date of the injury or accident in respect of which compensation is payable under the Act and the termination of the employee's employment for any reason during the period of any incapacity shall in no way affect the liability of the employer to pay accident pay as provided in this clause.
- (5) In the event that the employee receives a lump sum in redemption of weekly payments under the Act the liability of the employer to pay accident pay as herein provided shall cease from the date of such redemption.
- (6) An employer may at any time apply to the Western Australian Industrial Relations Commission for exemption from the terms of this clause on the grounds that an accident pay scheme proposed and implemented by that employer contains provisions generally not less favourable to his employees than the provisions of this clause.

31. - NO REDUCTION

Nothing in this award shall in itself operate to reduce the total payment of wages and any site allowance of any employee below the rate actually received by him at the date hereof.

32. - LIBERTY

Liberty is hereby reserved to the parties with respect to the Third Schedule of this award.

33. - AWARD MODERNISATION

- (1) The parties are committed to modernising the terms of the Award so that it provides for more flexible working arrangements, improves the quality of working life, enhances skills and job satisfaction and assists positively in the restructuring process.
- (2) The parties commit themselves to the following principles as part of the structural efficiency process and have agreed to participate in a testing process in accordance with the provisions of this clause.
 - (a) Acceptance in principle that the new Award skill level definitions will be more suitable for the needs of the industry, sometimes more broadly based, in other matters more truly reflective of the different skill levels of the tasks now performed, but which shall incorporate the ability for and employee to perform a wider range of duties where appropriate.
 - (b) The parties will create a genuine career path for employees which allows advancement based on industry accreditation and access to training.
 - (c) Co-operation in the transition from the old structure to the new structure in an orderly manner without creating false expectations or disputations.

34. - STRUCTURAL EFFICIENCY EXERCISE

- (1)
 - (a) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote de-skilling.
 - (b) Any direction issued by an employer shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- (2) The parties to this award are committed to co-operating positively to increase the efficiency, productivity and international competitiveness of the Building and Construction Industry and to enhance the career opportunities and job security of employees in the industry.
- (3) The parties have established working parties for the testing and/or trialling of various skill levels and to enable proper consultation with both employees and employers in the industry on matters consistent with the objectives of subclause (2) herein. The parties shall process any such matters through that working party.
- (4) Measures raised for consideration consistent with subclause (3) herein shall be related to implementation of a new classification structure, any facilitative provisions contained in this award and matters concerning training.
- (5) Without limiting the rights of either an employer or a union to arbitration, any other measure designed to increase flexibility on a site or within an enterprise sought by any party shall be notified to the relevant working party and by agreement of the parties involved shall be implemented subject to the following requirements:
 - the changes sought shall not affect provisions reflecting national standards;
 - the working party will consider the implications of the proposed measures for existing on-site arrangements;
 - the majority of employees affected by the change at the site or enterprise must genuinely agree to the change;

- no employee shall lose income as a result of the change;
 - the relevant union or unions must be a party to the agreement;
 - any agreement shall be subject, where appropriate, to approval by The Western Australian Industrial Relations Commission and, if approved, shall operate as a Schedule to this Award and take precedence over any provision of this award to the extent of any inconsistency.
- (6) Award restructuring shall be given its wider meaning, and award restructure should not be confined to the restructuring of classifications but may extend to the review of other restrictive provisions which currently operate. To that end, such restrictive provisions will be reviewed on an ongoing basis.
- (7) The parties to this award recognise that in order to increase the efficiency, productivity and international competitiveness of industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
- (a) develop a more highly skilled workforce;
 - (b) providing employees with career opportunities through appropriate training to acquire additional skills; and
 - (c) removing barriers to the utilization of skills acquired.

35. - SUPERANNUATION

The superannuation provisions contained herein operate subject to the requirements of the hereinafter prescribed provision titled - Compliance, Nomination and Transition.

(1) DEFINITIONS

For the purpose of this clause:

- (a) "Eligible Employee" shall mean any employee who has been employed under this award by the employer during at least five consecutive days and who has worked a minimum of 40 hours during that period. After completion of the above qualifying period, superannuation contributions shall then be made in accordance with subclause (2) hereof effective from the commencement of that qualifying period.
- (b) "Fund" means a Superannuation Fund as defined in the Occupational Superannuation Standards Act 1987 and satisfying the superannuation fund conditions in relation to a year of income, as specified in that Act and complying with the operating standards as prescribed by the Regulations made under the Act. In the case of a newly established fund, the term shall include a Superannuation Fund that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.
- (c) "Ordinary time earnings" (which for the purposes of the Superannuation Guarantee (Administration) Act 1992 will operate to provide a notional earnings base) shall mean the actual ordinary rate of pay the employee receives for ordinary hours of work including industry allowance, shift loading, special rates, site allowances and location allowances where applicable. The term includes any regular over-award pay as well as casual rates received, and additional rates and allowances paid for work undertaken during ordinary hours of work including fares and travel in Clauses 22(1)(a) and 22(1)(d). Other reimbursement allowances are excluded.
- (d) "Act" means the Occupational Superannuation Standards Act 1987, and "Regulations" means the Occupational Superannuation Standards Regulations made pursuant to that Act from time to time.

- (e) "The Relevant Fund" means the fund selected in respect of an employee pursuant to subclause (4) hereof.

(2) CONTRIBUTIONS

- (a) In accordance with this clause and subject to the Trust Deed of the relevant fund, on behalf of each eligible employee an employer shall contribute to a relevant superannuation fund a superannuation contribution, equivalent to 9% of such eligible employee's ordinary time earnings each week, (rounded to the nearest 10 cents), provided that:
 - (i) upon completion of the qualifying period specified in subclause (1) hereof, contributions on behalf of each eligible employee shall apply from the date of commencement of employment of such employee; and
 - (ii) the contribution rate of an existing fund of which the eligible employee is a member may be improved to the extent that it is equivalent to that prescribed by paragraph (a) of this subclause and is in accordance with the Act and Regulations.
- (b) The contributions required herein shall be made to the relevant fund in the manner and at the times specified by the terms of the fund or any agreement between the employer and trustees of the fund.
- (c) No employer shall be required to pay superannuation contributions on behalf of any eligible employee whether full time, part time, or casual in respect of any week during which such employee receives less than ten hours' pay in ordinary time earnings.

(3) EMPLOYEE CONTRIBUTIONS

- (a) Subject to the rules of the fund, employees of a respondent employer who wish to make contributions to the fund additional to those being paid pursuant to subclause (2) hereof, shall be entitled to do so. Such employees may either forward their own contribution directly to the fund administrators or, where it is practicable to do so, authorise the employer to pay into the fund from the employee's wages, amounts specified by the employee.
- (b) Employee contributions to the fund deducted by the employer at the employee's request shall be held in Trust on the employee's behalf and be subject to the following conditions:
 - (i) The amount of contributions shall be expressed in whole dollars.
 - (ii) Employees shall have the right to adjust to the level of contribution made on their own behalf from the first of the month following the giving of three months' written notice to the employer. Provided that by agreement with the employer, employees may vary their additional contributions in extenuating circumstances at other times.
 - (iii) Contributions deducted under this clause shall be forwarded to the fund at the same time as contributions under subclause (2) hereof.

(4) SUPERANNUATION FUND

- (a) The employer shall make superannuation contributions, or improvements to this clause, to any of the following funds:
 - (i) BUSS, AUST, CTRF, the WESTSCHEME Superannuation Scheme; or
 - (ii) any fund agreed between the employer and eligible employees, and the union or unions, where applicable; or
 - (iii) any fund which has application to employees in the principal business of the employer, where eligible employees covered by this award are a minority of award-covered employees; or

- (iv) any other approved occupational superannuation fund to which an employer or eligible employee who is a member of the religious fellowship known as The Exclusive Brethren elects to contribute.
- (b) Provided that an employer shall not be required to contribute to more than one fund in respect of eligible employees employed under this award.
- (c) Subject to the terms of this clause, where there is a dispute over the choice of fund in respect of one or more employees, the matter shall be referred to the Western Australian Industrial Relations Commission for determination.

(5) FUND MEMBERSHIP

The employer shall make an eligible employee aware of his/her entitlements under this clause and shall arrange for such eligible employee the opportunity to become a member of the relevant fund. An eligible employee shall, within a period of 30 days from commencement of employment, complete the necessary application forms to become a member of the relevant fund, to the satisfaction of the trustees of that fund, in order to be entitled to the contributions prescribed in subclause (2) hereof.

(6) EXEMPTION

- (a) This clause shall be deemed to be satisfied by an employer, who as at 1 March 1992 or at the date of becoming respondent to this award, is already satisfying and continues to satisfy the requirements of subclause (2) hereof by providing superannuation contributions equivalent to at least seven per cent of ordinary time earnings.
- (b) Leave is reserved to any employer to apply for exemption from this clause on the grounds of the standards of existing superannuation arrangements provided by the employer, or the employer's financial capacity to pay.

(7) ABSENCE FROM WORK

Subject to the Trust Deed of the fund of which an employee is a member, the following provisions shall apply.

(a) Paid Leave

Contributions shall continue whilst a member of a fund is absent on paid annual leave, sick leave, long service leave, public holidays, jury service, bereavement leave, or other paid leave.

(b) Unpaid Leave

Contributions shall not be required in respect of any period of absence from work without pay of one day or more.

(c) Work Related Injury or Illness

In the event of an eligible employee's absence from work being due to work related injury or work related illness, contributions at the normal rate shall continue for the period of the absence provided that:

- (i) the member of the fund is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with statutory requirements or the provisions of this award;
- (ii) the person remains an employee of the employer.

Notwithstanding anything contained elsewhere herein which requires that contribution be made to a superannuation fund or scheme in respect of an employee, on and from 30 June 1998 -

- (a) Any such fund or scheme shall no longer be a complying superannuation fund or scheme for the purposes of this clause unless -
 - (i) the fund or scheme is a complying fund or scheme within the meaning of the Superannuation Guarantee (Administration) Act 1992 of the Commonwealth; and
 - (ii) 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;
- (b) The employee shall be entitled to nominate the complying superannuation fund or scheme to which contributions are to be made by or in respect of the employee;
- (c) The employer shall notify the employee of the entitlement to nominate a complying superannuation fund or scheme as soon as practicable;
- (d) A nomination or notification of the type referred to in paragraphs (b) and (c) of this subclause shall, subject to the requirements of regulations made pursuant to the Industrial Relations Legislation Amendment and Repeal Act 1995, be given in writing to the employer or the employee to whom such is directed;
- (e) The employee and employer shall be bound by the nomination of the employee unless the employee and employer agree to change the complying superannuation fund or scheme to which contributions are to be made;
- (f) The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by a employee;

Provided that on and from 30 June 1998, and until an employee thereafter nominates a complying superannuation fund or scheme -

- (g) if one or more complying superannuation funds or schemes to which contributions may be made be specified herein, the employer is required to make contributions to that fund or scheme, or one of those funds or schemes nominated by the employer;
- or
- (h) if no complying superannuation fund or scheme to which contributions may be made be specified herein, the employer is required to make contributions to a complying fund or scheme nominated by the employer.

36. - REDUNDANCY

(1) Definitions

- (a) “Redundancy” means a situation where an employee ceases to be employed by an employer, respondent to this award, other than for reasons of misconduct or refusal of duty.
- (b) “Redundant” has a corresponding meaning.
- (c) “Continuous Service” for the purposes of this clause means all service of the employee with his or her employer and shall include an employee’s absence from work for any of the following reasons:
 - (i) Paid sick leave;
 - (ii) Paid annual leave;

- (iii) Long service leave;
- (iv) Bereavement leave;
- (v) Public holidays;
- (vi) Jury service;
- (vii) Where called up for military service for up to 3 months in any qualifying 12 month period;
- (viii) Injury received during the course of employment for and up to a maximum of 26 weeks for which he/she received workers' compensation; and
- (ix) Any reason satisfactory to the employer. In the event of dispute, the matter may be referred to the Western Australian Industrial Relations Commission.

Provided that service by the employee with a business which has been transmitted from one employer to another and the employee's service has been deemed continuous in accordance with paragraph (3) of subclause (2) of the Long Service Leave Provisions published in Volume 73 of the Western Australian Industrial Gazette at pages 1-4 shall also constitute continuous service for the purpose of this clause.

- (d) "Weeks Pay" means the ordinary time rate of pay at the time of termination for the employee concerned.

(2) Discussions to Precede Redundancy

Where an employer has decided to make an employee redundant, the employee shall be entitled to be informed, by the employer, as soon as reasonably practicable after the decision has been made to effect the redundancy. The employee shall be entitled to discuss with the employer the likely effects of the redundancy in respect of him or her.

(3) Redundancy Pay

A redundant employee shall receive redundancy/severance payments, calculated as follows, in respect of all continuous service (as defined in this Clause) with his or her employer provided that any service prior to 8 September 1994 shall not be counted as service for the purposes of this clause.

PERIOD OF CONTINUOUS SERVICE WITH AN EMPLOYER REDUNDANCY/SEVERANCE PAY

1 year or more but less than 2 years	2.4 weeks pay plus, for all service in excess of 1 year, 1.75 hours pay per completed week of service up to a maximum of 4.8 weeks pay.
2 years or more but less than 3 years	4.8 weeks pay plus, for all service in excess of 2 years, 1.6 hours pay per completed week of service up to a maximum of 7 weeks pay.
3 years or more but less than 4 years	7 weeks pay plus, for all service in excess of 3 years, 0.73 hours pay per completed week of service up to a maximum of 8 weeks pay.
4 years or more	8 weeks pay

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

(4) Casuals

Any period of service as a casual (as defined in this award) shall not entitle an employee to accrue service in accordance with this clause for that period.

(5) Fund

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:

- (a) 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
- (b) where a fund, which has been established pursuant to an agreement between unions 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 be entitled to the fund benefit or the award benefit whichever is the greater but not both.

(6) Employee Leaving During Notice

An employee whose employment is to be terminated in accordance with subclause (1)(a) of this clause may terminate his or her employment during the period of notice and if this occurs, shall be entitled to the provisions 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.

(7) Leave for Job Interviews

- (a) An employee who has been informed that he or she has been, or will be, made redundant is entitled to paid leave of up to 8 hours for the purpose of being interviewed for further employment.
- (b) The 8 hours need not be consecutive.
- (c) An employee who claims to be entitled to paid leave under paragraph (a) above is to provide to the employer evidence that would satisfy a reasonable person of the entitlement.

(8) Disputes Settling Procedure

Any dispute in relation to this clause may be referred to the Western Australian Industrial Relations Commission.

APPENDIX - RESOLUTION OF DISPUTES REQUIREMENT

- (1) This Appendix is inserted into the award/industrial agreement as a result of legislation which came into effect on 16 January 1996 (Industrial Relations Legislation Amendment and Repeal Act 1995) and further varied by legislation which came into effect on 23 May 1997 (Labour Relations Legislation Amendment Act 1997).
- (2) Subject to this appendix, and in addition to any current arrangements the following procedures shall apply in connection with questions, disputes or difficulties arising under this award/industrial agreement.
 - (a) The persons directly involved, or representatives of person/s directly involved, shall discuss the question, dispute or difficulty as soon as is practicable.
 - (b)
 - (i) If these discussions do not result in a settlement, the question, dispute or difficulty shall be referred to senior management for further discussion.
 - (ii) Discussions at this level will take place as soon as practicable.
- (3) The terms of any agreed settlement should be jointly recorded.
- (4) Any settlement reached which is contrary to the terms of this award/industrial agreement shall not have effect unless and until that conflict is resolved to allow for it.
- (5) Nothing in this appendix shall be read so as to exclude an organisation party to or bound by the award/industrial agreement from representing its members.
- (6) Any question, dispute or difficulty not settled may be referred to the Western Australian Industrial Relations Commission provided that with effect from 22 November 1997 it is required that persons involved in the question, dispute or difficulty shall confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission..

1ST SCHEDULE - PARTIES TO THE AWARD

The following organisation is party to this award:

The Construction, Forestry, Mining and Energy Union of Workers

2ND SCHEDULE - SCHEDULE OF RESPONDENTS

Master Builders Association of W.A.

Civil and Civic Pty Ltd

J.O. Clough and Sons Pty Ltd

C. and E. Constructions

Tom's Crane and Plant Hire

Transfields W.A. Pty Ltd

Sabemo W.A. Pty Ltd

Frankipile Australia Pty Ltd

Electric Power Transmission Pty Ltd

3RD SCHEDULE - AWARDS AND ORDERS REPLACED

(1) Awards:

NUMBER	DESCRIPTION	EXTENT REPLACED
19/1962	Alumina Refinery Construction	Wholly
26/1962	Oil Refinery Extensions Construction	Wholly
12/1963	Industrial Construction - S.W. Land Division	Wholly
14/1964	Engine Drivers (Building and Steel Construction)	Wholly

(2) Orders:

NUMBER	DESCRIPTION	EXTENT REPLACED
C16/1976	Engine Drivers (Eneabba)	Wholly
CR310/1978	Engine Drivers (Nickel Smelter Boulder Construction)	Wholly
C156/1975) CR89A/1977) CR135A/1977) CR399/1977)	Metal Trades Kwinana Area (Large Industrial or Civil Engineering Projects)	Wholly
C8/1976) CR89C/1977) CR135C/1977) C207A/1975) C207/1975)	Metal Trades (Pinjarra Alumina Refinery Construction)	Wholly
Cl66/1975) CR89B/1977) CR135B/1977)	Engine Drivers (Mt Newman Mining Project, Port Hedland)	Wholly
Cll6/1976	Engine Drivers (Dardanup)	Wholly
C201/1976) C15/1977) CR35/1977)	Engine Drivers (Swan Brewery Construction)	Wholly
CR211/1977	Engine Drivers (Muja)	Wholly insofar as it applies to engine drivers
C316/1978) C169/1978)	Engine Drivers (46 M.T.P.A. Hamersley Project)	Wholly
C168/1982	Crane Drivers (On-Site Construction)	Wholly

<u>NUMBER</u>	<u>DESCRIPTION</u>	<u>EXTENT REPLACED</u>
C200/1982	Crane Drivers (On-Site Construction) Supplementary	Wholly
C509A/1982	Crane Drivers (On-Site Construction) Amendment	Wholly
C509B/1982	Crane Drivers (On-Site Construction) Amendment	Wholly
C531/1982	Crane Drivers (Worsley Alumina Refinery) Construction	Wholly
C 553/1981	Engine Drivers' (Wagerup Alumina Refinery) Construction	Wholly
CR336/1982	Engine Drivers' (Wagerup Alumina Refinery) Construction	Wholly as it applies to Engine Drivers
CR421/1982	Crane Drivers (On-Site Construction) Amendment	Wholly
	Crane Drivers (On-Site Construction) Supplementary	Wholly
C552/1981	Engine Drivers (Pinjarra Alumina Refinery) Construction	Wholly
CR490/1982	Engine Drivers (Dampier to Perth Microwave System Construction)	Wholly

4TH SCHEDULE - SPECIAL SITE PROVISIONS

In addition to the rates of pay set out in clause 27. - Wages the following site allowances and provisions shall be paid and apply to employees covered by this award who are engaged on the sites specified in this Schedule.

PART 1 - METROPOLITAN SITES

SITE	ALLOWANCE
1. S.E.C. Kwinana	\$0.98 per hour for each hour worked and 5 cents per hour footwear allowance for each hour worked.

PART 2 - RESOURCE DEVELOPMENT PROJECT SITES

(1) Liberty to Apply

Liberty to Apply to insert provisions relating to future project is reserved.

VARIATION RECORD

ENGINE DRIVERS' (BUILDING AND STEEL CONSTRUCTION) AWARD

No. 20 of 1973

Delivered 15/01/74 at 54 WAIG 38
Consolidated at s93(6) 71 WAIG 512
Consolidated s93(6) 26/10/95 at 75 WAIG 3095

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

(1A. State Wage Principles)

Ins. Cl.	1752/91	31/01/92	72 WAIG 191
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Cl. & Title	1457/93	24/12/93	74 WAIG 198
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(1A. State Wage Principles December 1993)

Cl. & Title	985/94	30/12/94	75 WAIG 23
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(1A. Statement of Principles December 1994)

Cl. & Title	1164/95	21/03/96	76 WAIG 911
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(1A. Statement of Principles March 1996)

Cl & Title	915/96	7/08/96	76 WAIG 3368
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(1A Statement of Principles - August 1996)

Cl & Title	940/97	14/11/97	77 WAIG 3177
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(1A. Statement of Principles - November 1997)

Cl & Title	757/98	12/06/98	78 WAIG 2579
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(1A. Statement of Principles – June, 1998)

Del Cl	609/99	06/07/99	79 WAIG 1847
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1B. Minimum Adult Award Wage

Ins. 1B	940/97	14/11/97	77 WAIG 3177
Cl.	1183/98	31/07/98	78 WAIG 3803
Min. Wage & text.	609/99	01/08/99	79 WAIG 1847
Cl.	654/00	01/08/00	80 WAIG 3379
Cl	752/01	01/08/01	81 WAIG 1721
Cl.	797/02	01/08/02	82 WAIG 1369
Cl.	569/03	5/06/03	83 WAIG 1899 & 2180
(9)	1197/03	1/11/03	83WAIG 3537
Cl	570/04	4/06/04	84 WAIG 1521
Cl.	576/05	07/07/05	85 WAIG 2083, 2381
Cl.	957/05	07/07/06	86 WAIG 1631 & 1908
Cl.	1/07	01/07/07	87 WAIG 1487 & 1792

2. Arrangement

Cl.	1167/91	01/10/91	71 WAIG 2557
Ins. 1A	1752/91	31/01/92	72 WAIG 191
Ins. 35	347/91	01/03/92	72 WAIG 504
Del. Sch.1 Resp, Ins Sch 1 Parties & Sch 2 Resp. Rename Sch. 2 as Sch.3 & Sch. 3 as Sch. 4	604/93	04/05/93	73 WAIG 1639
1A. Title	1457/93	24/12/93	74 WAIG 198
1A. Title	985/94	30/12/94	75 WAIG 23
Ins. 36	1177/93	10/10/95	75 WAIG 3175

1A. Title	1164/95	21/03/96	76 WAIG 911
Ins. Appendix – S.49B...	694/96	16/07/96	76 WAIG 2789
Ins. Appendix – Resolution	693/96	16/07/96	76 WAIG 2768
1A. Title	915/96	7/08/96	76 WAIG 3368
1A	940/97	14/11/97	77 WAIG 3177
Ins. 1B	940/97	14/11/97	77 WAIG 3177
1A	757/98	12/06/98	78 WAIG 2579
Del. App. S.49B	855/98	10/11/98	79 WAIG 237
Del 1A	609/99	06/07/99	79 WAIG 1847

(2A. State Wage Principles – September 1989)

Cl.& title	1167/91	01/10/91	71 WAIG 2557
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2A. State Wage Principles – June 1991

3. Area and Scope

4. Term

5. Hours

6. Contract of Service

7. Casual Employees

8. Higher Duties

9. Breakdowns, etc.

10. Overtime

11. Meal Allowance

(1)	1467/91	16/09/91	71 WAIG 3217
(1)	1271A/92	03/11/92	72 WAIG 2781
(1)	1181/93	24/08/93	73 WAIG 2695
(1)	2012/98	23/12/98	79 WAIG 821
(1)	347/00	27/04/00	80 WAIG 2686
(1)	405/01	31/05/01	81 WAIG 1592
(1)	1726/01	3/12/01	82 WAIG 82
(1)	1632/02	12/12/02	83 WAIG 133
(1)	1388/03	19/01/04	84 WAIG 248

12. Holidays and Annual Leave

13. Board of Reference

14. Record

Ins text.(2)	491/98	16/04/98	78 WAIG 1471
Cl.	855/98	10/11/98	79 WAIG 237

15. Absence Through Sickness

16. Bereavement Leave

17. Shift Work

18. Representative Interviewing Workers

Ins.Text	2053(1)/97	22/11/97	77 WAIG 3138
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19. Payment of Wages

20. Change Room

**21. First
Aid**

22. Allowance for Travelling and Employment in Construction Work

(1) (a); (1) (b); (1) (c); & (2)	1467/91	16/09/91	71 WAIG 3217
(1) (a); (1) (b); (1) (c); & (2)	1271A/92	03/11/92	72 WAIG 2781
(1) (a); (1) (b); (1) (c); & (2)	1181/93	24/08/93	73 WAIG 2695
Rates – (1) (a); (1) (b); (1) (c); & (2)	893/94	31/08/94	74 WAIG 2747
Rates – (1)(a), (b), (c) & (2)	1331/95	17/01/96	76 WAIG 712
(1) &(2)	531/99	03/06/99	79 WAIG 2016
(1)(a). (c) & (2)	405/01	31/05/01	81 WAIG 1592

(1)(a), (b), (c), (2)	1726/01	3/12/01	82 WAIG 82
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23. Distant Work

(4) (a) & (7)	1467/91	16/09/91	71 WAIG 3217
(4) (a) & (7)	1271A/92	03/11/92	72 WAIG 2781
(4) (a) & (7)	1181/93	24/08/93	73 WAIG 2695
Rates – (4) (a); & (7)	893/94	31/08/94	74 WAIG 2747
Rates – (1) (b); (4)(a); (7)	1331/95	17/01/96	76 WAIG 712
(1)	2012/98	23/12/98	79 WAIG 821
(1), (4) & (7)	347/00	27/04/00	80 WAIG 2686
(1)(b),(4)(a) & (7)	405/01	31/05/01	81 WAIG 1592
(1)(b), 4(a), & 7	1726/01	3/12/01	82 WAIG 82
(1)(b)	1632/02	12/12/02	83 WAIG 133
(1)	1388/03	19/01/04	84 WAIG 248

24. Allowances and Special Provisions

Cl.	1167/91	01/10/91	71 WAIG 2557
Rates – (1), (2), (3) (a) & (b)	364/95	19/04/95 28/09/95	& 75 WAIG 2173
Rates – (1),(2),(3)(a) & (3)(b)	521/96	19/04/96	76 WAIG 1983
Cl.	1183/98	31/07/98	78 WAIG 3803
Cl.	823/99	02/12/99	80 WAIG 174
(1), (2), (3)(a) & (3)(b)	1140A/00	01/11/00	80 WAIG 5568
(1), (2), (3)(a) & (3)(b)	1350/01	17/09/01	81 WAIG 2749
Cl.	1206/02	14/10/02	82 WAIG 2945

CI	1132/03	22/10/03	83 WAIG 3618
CI	872/04	7/10/04	84 WAIG 3536

25. Location Allowances

CI.	1049/91	01/07/91	71 WAIG 2753
CI.	851/92	01/07/92	72 WAIG 2498
CI.	943/93	01/07/93	73 WAIG 1989
CI.	714/94	01/07/94	74 WAIG 1869
CI	641/95	01/07/95	75 WAIG 2125
CI.	911/96	01/07/96	76 WAIG 3365
CI.	1400/97	01/07/97	77 WAIG 2642
CI.	975/98	1/07/98	78 WAIG 2999
CI.	690/99	01/07/99	79 WAIG 1843
CI.	718/01	01/07/01	81 WAIG 1559
CI	752/01	01/08/01	81 WAIG 1721
CI.	686/02	01/07/02	82 WAIG 1185
CI.	570/03	01/07/03	83 WAIG 1657
CI	696/04	01/07/04	84 WAIG 2145
CI.	458/05	07/07/05	85 WAIG 1893
CI.	59/06	01/07/06	86 WAIG 1471
CI.	53/07	01/07/07	87 WAIG 2435

26. Long Service Leave

27. Wages

Cl. (Bld.Const. Emp.) (All other Emp.)	1167/91	24/07/91 02/09/91	71 WAIG 2557
(3), (6), Ins. (7)	1701/93	01/01/94	74 WAIG 904
(3); (6) & (7)	1241/94	22/03/95	75 WAIG 932
(3) (b); Rate (5);	364/95	19/04/95 &28/09/95	75 WAIG 2173
(3)(b); Rate – (5)	521/96	19/04/96	76 WAIG 1983
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
Cl.	1183/98	31/07/98	78 WAIG 3803
Correction.	1183/98	31/07/98	79 WAIG 1777
(2) rates, (3)(b) Ins. Text.	609/99	01/08/99	79 WAIG 1847
(5)	823/99	02/12/99	80 WAIG 174
Rates & Text.	654/00	01/08/00	80 WAIG 3379
(5)	1140A/00	01/11/00	80 WAIG 5568
Cl	752/01	01/08/01	81 WAIG 1721
(5)	1350/01	07/09/01	81 WAIG 2749
(2)	797/02	01/08/02	82 WAIG 1369
(5)	1206/02	14/10/02	82 WAIG 2945
Cl.	569/03	5/06/03	83 WAIG 1899 & 2180
(5)	1132/03	22/10/03	83 WAIG 3618
Cl (5)	570/04	4/06/04	84 WAIG 1521 & 1719
Cl (5)	872/04	7/10/04	84 WAIG 3536
Cl.	576/05	07/07/05	85 WAIG 2083, 2381
Cl.	957/05	07/07/06	86 WAIG 1631 & 1908
Cl.	1/07	01/07/07	87 WAIG 1487 & 1792

28. Site Allowance

Cl.	618/02	28/06/02	82 WAIG 2145
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29. Jury Service

30. Accident Pay

31. No Reduction

32. Liberty

33. Award Modernisation

34. Structural Efficiency Exercise

35. Superannuation

Ins. Cl.	347/91	01/03/92	72 WAIG 504
Ins. Text	599/98	30/06/98	78 WAIG 2559
Cl.	2007/98	07/08/98	78 WAIG 3801
(1)(c)	2007A/97	23/12/98	79 WAIG 549
(1)(c)	1726/01	03/12/01	82 WAIG 82
(2)(a)	1206/02	14/10/02	82 WAIG 2945

36. Redundancy

Ins. Cl.	1177/93	10/10/95	75 WAIG 3175
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Appendix - Resolution of Disputes Requirement

Ins. Appendix	693/96	16/07/96	76 WAIG 2768
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(1),(6), Del. (7)	2053/97	22/11/97	77 WAIG 3079
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1st Schedule - Parties to the Award

Ins. Sch.	604/93	04/05/93	73 WAIG 1639
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Sch.	618/02	28/06/02	82 WAIG 2145
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(1st Schedule - Schedule of Respondents)

Resp. deleted	76/80 pt X	28/08/91	71 WAIG 2609
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Del. Resp.	76/80 pt.U	02/06/92	72 WAIG 1619
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Rename Sch.	604/93	04/05/93	73 WAIG 1639
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2nd Schedule - Schedule of Respondents

Schedule	893/94	31/08/94	74 WAIG 2747
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Del. Resps	76/80pt107	27/01/98	78 WAIG 732
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(2nd Schedule - Awards and Orders Replaced)

Rename Sch.	604/93	04/05/93	73 WAIG 1639
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3rd Schedule - Awards and Orders Replaced

(3rd Schedule - Special Site Provisions)

Cl.2 - N.W. Shelf	368/91	12/04/91	71 WAIG 1473
Part 2.2 - N.W. Shelf (5), (6) & (14) (a); (h); & (i) (Bld.Const. Emp.) (All other Emp.)	1167/91	24/07/91	71 WAIG 2557
Part 2; S/cl.4 - (3) (a); (3) (b) & (3) (c)	1467/91	02/09/91 16/09/91	71 WAIG 3217
Part 2.2 - Ins. (22)	186/92	20/05/92	72 WAIG 1333
Del. Part 2.4	1271B/92	09/11/92	72 WAIG 2781
Rename Sch.	604/93	04/05/93	73 WAIG 1639

4th Schedule - Special Site Provisions

Rates - Part 1; Rates - Part 2.2- (5), (6), (14) (a) & (14) (h), (i)	364/95	19/04/95 or 28/09/95	75 WAIG 2173
Rates - Part 1, Part 2 - (5), (6),14(a) & (14)(h)&(i)	521/96	19/04/96	76 WAIG 1983
Part 1 (1); Part 2, 1(3)(c)(i); 2(5),(6), & (14); 3 (3) & (9)	1183/98	31/07/98	78 WAIG 3803
Schedule	823/99	02/12/99	80 WAIG 174
Part 1(1)	1140A/00	01/11/00	80 WAIG 5568
Part 2(1)	405A/01	31/05/01	81 WAIG 1592
Part 1(1) & Part 2 (1)	1350/01	17/09/01	81 WAIG 2749
1. in Part 1	1206/02	14/10/02	82 WAIG 2945
1 in Part 1	1132/03	22/10/03	83 WAIG 3618
1 in Part 1	872/04	7/10/04	84 WAIG 3536

(Appendix - S.49B - Inspection of Records Requirements)

Ins. Appendix	694/96	16/07/96	76 WAIG 2789
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(1) ins. Text	2053/97	22/11/97	77 WAIG 3138
App.	491/98	16/04/98	78 WAIG 1471
Del. App. S.49B	855/98	10/11/98	79 WAIG 237